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 highlighted areas.

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

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, July 26, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **July 19, 2022**

Review Agenda

Consent Agenda

Commissioners
a. Consulting Agreement w/Gordon Thomas Honeywell Governmental Affairs for Federal Governmental Affairs Services

Human Services
b. Amendment C to Agreement w/WA State Dept of Commerce for COVID-19 Assistance
c. Agreement w/Greater Columbia Behavioral Health for the Community Behavioral Health Rental Assistance Program

Information Technology
d. Purchase of One Laptop, Dock and Two Monitors From Dell, Inc. for Canine Shelter

Juvenile
e. Food Services Contract Amendment No. 2 w/Aramark Correctional Service

Office of Public Defense
f. Superior Court Public Defense Services Agreement w/Brian Hultgrenn

Planning

g. Re-Appointment of Martin Sheeran to the Planning Commission
h. Re-Appointment of Lloyd Coughlin to the Planning Commission
i. Appointment of Dave Sharp to the Energy Facility Site Evaluation Council for the Wautoma Solar Project

Purchasing

j. Contract Amendment w/Sazon Group for Comprehensive Energy Audit @ Justice Center & Jail
k. Contract Change Order No. 2 w/Booth and Sons Construction for Moderate Risk Waste Facility
l. Change Order #2 w/Tyler Technologies for the Munis Software Upgrade
m. Contract w/HDR Engineering for Solid & Hazardous Waste Management Plan
n. Transfer of Transfer & Allocation of the Energy Study Certification Tax Benefits Earned on the Jail Boiler Replacement Project to Apollo Mechanical Contractors
o. Contract Award of Shooting Range Expansion Project to Goodman & Melenbacher Ent, Inc.
p. Amending Resolution 2020-830 for the Purchase of Liquid Magnesium Chloride Storage Tanks From Ag Enterprise Supply
q. Contract w/Auto Rescue for As Needed Towing Services
r. Contract Amendment #1 w/CKJT Architects for Design of Justice Center Tenant Improvement Project

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

Public Hearing

Request for Zone Change; ZC 2022-004 ~ M Cooke

Request for Zone Change; ZC 2022-005 ~ M Cooke

Request for Zone Change; ZC 2022-006 ~ M Cooke

Scheduled Business

Closed Record Appeal Hearing for SUB 2022-001; Preliminary Plat of Harvest Ridge ~ M Cooke

Closed Record Appeal Hearing for SUB 2022-002; Preliminary Plat of Cottonwood Creek ~ M Cooke

Updated Benton County Veterans Assistance Fund Policies & Procedures ~ K Sullivan

Veterans Service Officer in Human Services Dept. ~ K Sullivan & K Ainsworth

- Establishing the Veterans Service Officer Classification Description
- Establishing the Salary Grade for Veterans Service Officer
- Line Item Transfer, Fund No. 0104-101, Dept. 000

Amended Agreement w/Franklin County for Provision of Services by Human Services Department ~ K Sullivan

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, July 19, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Pro Tem Will McKay
Commissioner Jerome Delvin
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Chairman Shon Small (Excused – Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Greg Wendt, Community Development Director; Lt. Matt Clark, Sheriff's Office via/videoconference; Sgt. Carlos Trevino, Sheriff's Office via/videoconference; Adam Fyall, Sustainable Development Manager; Interim Chief Robert Guerrero; DPA Stephen Hallstrom; Clerk Josie Delvin; Finance Manager Linda Ivey; Auditor Brenda Chilton; Sheriff Tom Croskrey; DPA Ryan Brown; PA Andy Miller.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of July 12, 2022 were approved.

Agenda Review

The following items were added to the agenda:

Other Business
- Fiber Optic Project at the Fairgrounds
- EFSEC Appointment for Wautoma Project Board

Executive Session
- Potential Litigation

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "l", pulling "d" (LIT for Central Services Fund) for discussion. Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

a. Declaration of Surplus Property

District Court

b. Statement of Work w/ImageSoft for OnBase Document Management System

Facilities

c. Line Item Transfer, Fund No. 0000-101, Dept. 110 for Employee Pager Pay

Information Technology

e. Purchase of One Laptop, Dock Station, & Two Monitors for Superior Court From Dell
f. One Year Renewal of ProofPoint Email Protection from SHI International Corp
g. Renewal of 1-Year Subscription for WebEx Meetings & Teams Archiving From CompuNet Inc.

Parks

h. Contract w/Purswell Pump Company for Replacement of Water Pump @ Horn Rapids Park

Public Safety

i. Line Item Transfer, Fund No. 0148-101, Dept. 121 for Overtime

Purchasing

j. Agreement w/Haworth, Inc. for Office Furniture @ the Jail
k. Purchase of Windows, Transaction Drawer, Countertop Communicator & Wall Panels From Advanced Protection Products for Jail Lobby Remodel

Sheriff

l. Line Item Transfer, Fund No. 0000-101, Dept. 121 for Overtime

Public Comment

George Dockstader, Desert Hill Realty requested the Board review changing the building permit fees for the proposed wind towers. Additionally, he requested the Board take a look forward and coordinate with other agencies to get another bridge across the Columbia River to alleviate traffic in the Tri-Cities.

Commissioner McKay commented that he met with the Council of Governments, and they were starting a study for a new bridge and looking at the Port of Pasco area.

Public Hearing - Continued ~ Determination of Inactive Special Purpose District – Drainage Improvement District 9/9A

Greg Wendt said the public hearing had been continued to allow time and opportunity to re-establish the DID's governing body. Three people were appointed to DID9/9A and it now met the criteria as being active and he recommended that additional hearings not be held for dissolution of the district.

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

MOTION: Commissioner Delvin moved to find that DID 9/9A currently has a full governing body that meets the criteria for being active in RCW 36.96.010 and it is recommended that additional dissolution hearings are not held at this time. Commissioner McKay seconded and upon vote, the motion carried.

Consent Agenda Item "d" - Line Item Transfer for Information Systems Analyst II

Lexi Wingfield and Robert Heard presented the proposed line item transfer. In April 2022 Mr. Heard asked for a change from an Information Systems Analyst II to III and after interviewing several candidates, they wanted to make an offer for a Grade II and were therefore requesting it be changed back to an Analyst II.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer within Central Services Fund 0502101 changing an Information Systems Analyst III back to an Information Systems Analyst II as presented. Commissioner McKay seconded and upon vote, the motion carried.

Grant From WA Auto Theft Prevention Authority for Sheriff's Office

Lt. Clark via/videoconference requested approval to move forward with a grant award from Washington Auto Theft Prevention Authority in the amount of $33,589.00 to purchase 10 automatic license plate readers and 50 hand-held tire deflation devices.

MOTION: Commissioner Delvin moved to accept the grant funding from Washington Auto Theft Prevention Authority in the amount of $33,589.00 to be applied toward the purchase of ten (10) Flock Falcon Automatic License Plate Readers and fifty (50) Rat Trap II devices. Equipment expenditures shall be paid out of the Sheriff Investigation Fund and the grant funding reimbursables being deposited back into this same fund. Commissioner McKay seconded and upon vote, the motion carried.

Grant From Gesa for 2022 Local Heroes Program for the Sheriff's Office

Sgt. Carlos Trevino via/videoconference requested approval to submit the application to Gesa for the 2022 Local Heroes Grant Program in the amount of $50,000.00 to be used for training of eight detectives.

MOTION: Commissioner Delvin moved to authorize the Benton County Sheriff's Office to submit the application for the 2022 Local Heroes Grant Program in the amount of $50,000 to be applied towards the expense of sending detectives to necessary trainings. Commissioner McKay seconded and upon vote, the motion carried.

Yakima Basin Integrated Plan Coordinator Discussion

Adam Fyall requested the Board approve two agreements to assist financially with the new Yakima Basin Integrated Coordinator position and the funding of that new two-year position. The total fiscal impact would be $200,000 with Benton County receiving $100,000 from the Department of Ecology, to be combined with a matching $100,000 of the County's own funds.

MOTION: Commissioner Delvin moved to approve Benton County sign the Interagency Agreement with the Washington Department of Ecology in support of the Yakima Basin Integrated Plan Coordinator position as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Devin moved to approve the Personal Services Contract with Plauche & Carr in support of the Yakima Basin Integrated Plan Coordinator position as presented. Commissioner McKay seconded and upon vote the motion carried.

Fairgrounds Operational Changes

Jerrod MacPherson, Adam Fyall, and Linda Ivey presented a proposal regarding Fairgrounds Operational Changes. They were finishing up the Fairgrounds Master Plan and had identified economic development and recovery funds to be used to make significant capital investments and transform the Fairgrounds into a more productive asset. As part of that, they wanted to change the Fairgrounds to an Event Center and create four new position classifications. This would be a net increase of two new positions and a change in operations and would not be funded through Current Expenses.

MOTION: Commissioner Delvin moved to approve the amendment to Resolution 01-072 to change the name of Fund 0124101 from Fairgrounds O&M to Event Center; to approve the Resolutions to establish the Event Center Manager, Finance/Sales Specialist, Event/Sales Specialist, and the Event Center Maintenance Worker classification descriptions as presented; to approve the presented Resolutions to establish the Event Center Manager as a grade 9 on the Administrator and Managers salary schedule and to establish the following positions on the non-bargaining salary schedule: the Finance/Sales Specialist and Event/Sales Specialist as grade 18, and the Event Center Maintenance Worker as grade 11; and to approve the Resolution and Line Item Transfer to support the operational changes to Fund 0124101 Event Center as presented. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Fiber-Optic Project at the Fairgrounds

Adam Fyall said that internet and wi-fi improvements were needed at the Fairgrounds and they were proposing to turn up the internet speed to 1 gig per second (and they could do that temporarily) and run two new fiber optics to the west and south gate and access in the arena area. They had worked with Paramount Communications before and they were on the State Contract and proposed moving forward with a contract with Paramount. They would be splitting the cost

50/50 with the Fair Association and the total cost would be less than $20,000. This would be funded from the Fairgrounds Fund.

MOTION: Commissioner Delvin moved to approve resolution executing the Agreement for Fiber-Optic Runs at the Benton County Fairgrounds with Paramount Communications, Inc., and Authorizing the Chairman to sign. Commissioner McKay seconded and upon vote, the motion caried.

EFSEC – Council for Wautoma Project

Mr. Wendt said they received a letter from EFSEC requesting an appointment for someone to sit on the EFSEC council for the Wautoma project. Mr. Wendt said he had been in conversation with Dave Sharp, who has experience in power generation and engineering and was interested in serving on the council. If the Board agreed, he would prepare the appointment for the next consent agenda for approval by the Board.

The Board agreed.

Council of Governments

Chairman Pro Tem McKay said the COG was preparing a letter to the Governor regarding its opposition to the Snake River Dam removal and would also be sending out the letter to other groups for their review.

Public Comment

Ronnie Eiseman, Kennewick, via/WebEx, said he appreciated the comments about the strategy regarding opposing the removal of the dams. Additionally, he expressed concern about recent planes in the sky obliterating the weather forecast of a blue sky and concern that the 30,000 deaths from the virus were not being talked about enough in the Elections.

The Board briefly recessed, reconvening at 9:44 a.m.

Executive Session – Potential Litigation

The Board went into executive session with DPA Ryan Brown at 9:44 a.m. for up to 20 minutes to discuss potential litigation. Also present were Sheriff Tom Croskrey, Auditor Brenda Chilton, PA Andy Miller, Jerrod MacPherson, Matt Rasmussen, Lexi Wingfield, and Cami McKenzie.

The Board came out of executive session at 10:04 a.m. No decisions were made in executive session, but direction was given.

Executive Session – Qualifications of Candidates for Public Employment

The Board went into executive session with HR Manager Lexi Wingfield at 10:05 a.m. to review qualifications of applicants for 10 minutes. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, Robert Guerrero, and Stephen Hallstrom.

The Board came out at 10:10 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Salary Request Form for Thomas French as General Manager for the Event Center as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Salary Request Form for Diana Brown as Finance/Sales Specialist for the Event Center, Jorge Rodiguez as Event/Sales Specialist at the Event Center, Alexandra Hebert as Corrections Officer in the Corrections Department, and Martin Kwant as Corrections Officer in the Corrections Department as presented. Commissioner McKay seconded and upon vote, the motion carried.

Executive Session - Potential Litigation

The Board went into executive session at 10:12 a.m. for 10 minutes with DPA Stephen Hallstrom to discuss potential litigation. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, Robert Guerrero, and Lexi Wingfield.

The Board came out at 10:22 a.m. No decisions were made in executive session, but direction was given.

Tort Claims

2022-14: Received on July 14, 2022 from Michael G. Mequet

Payroll

Check Date: 07/15/2022

Payroll Draw Checks
Total all funds: $109,698.28
Warrant #: 243722
Direct Deposit #: 172771-172911

Payroll Draw Deductions/Transfers
Total all funds: $20,228.91
Taxes #: 101220713

Resolutions

2022-461: Declaration of Surplus Property
2022-462: Statement of Work w/ImageSoft for OnBase Document Management System
2022-463: Line Item Transfer, Fund No. 0000-101, Dept. 110 for Employee Pager Pay
2022-464: Purchase of One Laptop, Dock Station, & Two Monitors for Superior Court From Dell
2022-465: One Year Renewal of ProofPoint Email Protection from SHI International Corp
2022-466: Renewal of 1-Year Subscription for WebEx Meetings & Teams Archiving From CompuNet Inc.
2022-467: Contract w/Purswell Pump Company for Replacement of Water Pump @ Horn Rapids Park
2022-468: Line Item Transfer, Fund No. 0148-101, Dept. 121 for Overtime
2022-469: Agreement w/Haworth, Inc. for Office Furniture @ the Jail
2022-470: Purchase of Windows, Transaction Drawer, Countertop Communicator & Wall Panels From Advanced Protection Products for Jail Lobby Remodel
2022-471: Line Item Transfer, Fund No. 0000-101, Dept. 121 for Overtime
2022-472: Line Item Transfer, Fund No. 0502-101, Dept. 000 for Information Systems Analyst II
2022-473: Grant Funding From Washington Auto Theft Prevention Authority for the Purchase of 10 Automated License Plate Readers and 50 Rat Trap Devices for the Benton County Sheriff's Office
2022-474: Approval of an Interagency Agreement with the State of Washington Department of Ecology for Funding Support of Implementation of the Yakima Basin Integrated Plan
2022-475: Personal Services Contract with Plauche & Carr LLP for Services Related to Support and Implementation of the Yakima Basin Integrated Plan
2022-476: Amendment to Resolution 01-072 to Change the Name of Fund 0124101 from the Fairgrounds O&M to Event Center
2022-477: Establishing an Event Center Manager Classification Description in the Event Center Fund 0124101
2022-478: Establishing the Salary Grade for an Event Center Manager in the Event Center Fund 0124101
2022-479: Establishing a Finance/Sales Specialist Classification Description in the Event Center Fund 0124101
2022-480: Establishing the Salary Grade for a Finance/Sales Specialist in the Event Center Fund 0124101
2022-481: Establishing an Event/Sales Specialist Classification Description in the Event Center Fund 0124101
2022-482: Establishing the Salary Grade for an Event/Sales Specialist in the Event Center Fund 0124101
2022-483: Establishing an Event Center Maintenance Worker Classification Description in the Event Center Fund 0124101
2022-484: Establishing the Salary Grade for an Event Center Maintenance Worker in the Event Center Fund 0124101
2022-485: Transfer of Funds Within Fairgrounds Fund Number 0124101

2022-486: Agreement for Fiber Optic Runs at the Benton County Fairgrounds with Paramount Communications Inc.

There being no further business before the Board, the meeting adjourned at approximately 10:22 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs for Federal Governmental Affairs Services
Presenters:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager; Matt Rasmussen, Deputy Administrator

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 Resolutions
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contracts

Summary / Background Information

Staff is presenting, for the Board's consideration, a continuing contract with Gordon Thomas Honeywell Government Affairs (GTH). Staff believes it is in the best interest of the County to maintain its contract with Gordon Thomas Honeywell Governmental Affairs to provide continuing federal governmental affairs and lobbying consultant services in 2023 and 2024, as detailed in the included Scope of Work.

Staff recommends establishing a 2-year contract to align with the County biennium and to allow for congruity of services and no loss of progress on projects. This contract shall begin January 1, 2023 and terminate on December 31, 2024, unless amended by the parties.

The contract *has not* been approved for form by the Prosecutor. Legal counsel has sent separate communication to Commissioners, further and more specifically outlining concerns.

Fiscal Impact

This consulting agreement is for a total amount not to exceed $172,200.00, to be billed to the County monthly in the amounts listed below.

- 2023 Monthly Fee = $7,000
- 2024 Monthly Fee = $,7350

Recommendation

Staff recommends the approval of this contract and resolution to continue receiving federal governmental affairs services from Gordon Thomas Honeywell Governmental Affairs.

Suggested Motion

Approve as part of Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A CONSULTING AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS FOR FEDERAL GOVERNMENTAL AFFAIRS CONSULTANT SERVICES

WHEREAS, Benton County has previously contracted with Gordon Thomas Honeywell Governmental Affairs, per Resolutions 2021-324 and 2021-815, for federal governmental affairs services to support the general governmental services of the County, periodic legislative reports, and advising on legislative issues; and

WHEREAS, Benton County wishes to continue to contract with Gordon Thomas Honeywell Governmental Affairs for federal-level consultant services, including any reports and/or advising on federal legislative policy issues and funding opportunities that promote high-priority County projects, for the duration of 2023 and 2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs for federal governmental affairs services for the duration of 2023 and 2024 and authorizes the Chairman to sign the agreement on behalf of the Board; and

BE IT FURTHER RESOLVED, Gordon Thomas Honeywell Governmental Affairs will bill the County in the monthly amount of $7,000 (2023 rate) and $7,350 (2024 rate), for a total contract amount not to exceed $172,200.00 and that this agreement shall commence January 1, 2023 and terminate on December 31, 2024.

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Auditor; PA-Contract Compliance; Gordon Thomas Honeywell S. Palmus

BENTON COUNTY
CONSULTING AGREEMENT

This Agreement is entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and Gordon Thomas Honeywell Governmental Affairs, a Washington Limited Liability Company, with its principal offices at 1201 Pacific Avenue, Suite 2100, Tacoma, WA 98401 (hereinafter "Consultant"), upon the following terms and conditions:

A. **Scope of Work.** Consultant will advise and assist the Benton County in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. **Compensation; Expenses.** Benton County will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. **Invoices; Payment.** Consultant will furnish Benton County invoices at regular intervals, as set forth in Attachment "A."

D. **Term.** Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. Benton County or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days' notice.

E. **Ownership of Work Product.** The product of all work performed under this agreement, including reports, and other related materials shall be the property of Benton County or its nominees, and Benton County or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

F. **Independent Contractor.** Consultant is an independent contractor, and nothing contained herein shall be deemed to make Consultant an employee of Benton County, or to empower consultant to bind or obligate Benton County in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

G. **Release of Claims; Indemnity.** Consultant hereby releases, and shall defend, indemnify and hold harmless Benton County, it's officers, and employees from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or product liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

H. **Assignment.** Consultant's rights and obligations hereunder shall not be assigned or transferred without Benton County's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

I. **Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof. The parties agree that any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Benton County, Washington.

J. **Arbitration.** Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply.

K. **Entire Agreement; Etc.** This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

L. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

M. **Liability Insurance.** Commercial General Liability insurance at a limit of liability not less than $1,000,000 Each Occurrence, and $5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Benton County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this agreement. Such insurance shall provide that Benton County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than $1,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance

Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

N. **Verification of Coverage.** Prior to execution of this agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

O. **Debarment Certification:** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subcontractors becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.

P. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant intends that its obligations to indemnify, defend, and hold harmless employee contributions and shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County, its officers, and employees, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in Section G, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

- *This section intentionally left blank* -

Dated: _____

BENTON COUNTY

_____
Shon Small, Chairman

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Chief Civil Deputy Prosecuting Attorney

Dated: 7/14/22

GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS

_____
Signature

Dale Learn
Printed Name

Managing Partner, Federal
Title

ATTACHMENT "A" TO
BENTON COUNTY CONSULTING AGREEMENT

A. Scope of Work: Consultant shall provide Benton County with the following federal governmental affairs services:

- Identify, develop, track, and lobby on federal policy and funding that promote high priority projects within the County.
- Requests for federal funding for County priority projects during the contract term will likely focus on those related to justice, public health, economic development, natural resources, and surface transportation.
- Possible federal funding opportunities for these projects could include congressionally designated spending in the annual appropriations process or in a federal infrastructure package ("earmarks"), or through other programs in federal legislation and federal grants.
- Directly lobby the Washington State Congressional delegation and other federal decision makers, including those in the Administration and appropriate agencies, as necessary to pursue federal funding for the County's mutually agreed upon projects.
- Work as a liaison between Benton County and federal officials, Members of Congress, congressional staff, and Administration representatives to support issues and projects important to the County.
- Advise and cultivate strategies for Benton County officials, local community leaders, and business leaders to support the requests to the Administration and Congress.
- Provide and communicate with Benton County on no fewer than monthly reports and updates on accomplishments, status, and progress.

B. Compensation/Expenses: Benton County shall pay Consultant a monthly fee, as outlined below, for the services listed above.

- 2023 Monthly Fee = $7,000
- 2024 Monthly Fee = $7,350

The total contract amount shall not exceed $172,200.00.

C. Invoices/Payments: (a) Consultant shall furnish Benton County with invoices for services performed on a monthly basis, and (b) Benton County shall pay each of Consultant's invoices within thirty (30) days after County's receipt and verification of invoices.

D. Term of Agreement: Consultant's services shall commence on January 1, 2023 and shall terminate on December 31, 2024.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Amendment C to Agreement #20-4619C-102 Washington State Department of Commerce (ESG-CV)
Presenter:	
Prepared By:	Deena Horton, Program Specialist
Reviewed By:	Kyle Sullivan, Manager

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

This agreement #20-4613C-102 is to provide resource to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. The purpose of Amendment C is to extend the end date to September 30, 2023.

Fiscal Impact

Amount: N/A

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

Recommendation

- Sign Amendment C to Agreement #20-4619C-102 with Washington State Department of Commerce to extend the end date to September 30, 2023

Suggested Motion

Sign Amendment C to Agreement #20-4619C-102 between Washington State Department of Commerce and Benton County Department of Human Services and to authorize the Chair to sign on behalf of the board.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF AMENDMENT C TO AGREEMENT #20-4613C-102 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING ASSISTANCE UNIT

WHEREAS, the purpose of this Agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19; and

WHEREAS, the purpose of Amendment C is to extend the end date of Agreement #20-4613C-102, to September 30, 2023; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves Amendment C to Agreement #20-4613C-102, between Washington State Department of Commerce Community Services and Housing Assistance Unit and Benton County Department of Human Services to extend the end date of Agreement #20-4613C-102 to September 30, 2023 of the Emergency Solutions Grant-COVID 19 (ESG-CV) as executed by the Benton County Administrator on January 28, 2021; and,

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary for the disbursement of the Washington State Department of Commerce Emergency Solutions Grant – COVID19 (ESG-CV).

Dated this.....day of ....., 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

Cc: Benton County Commissioners, Benton County DHS D.Horton

Amendment

Contract Number: 20-4613C-102
Amendment: C

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19

1. Grantee	**2. Contractor Doing Business As (optional)**
Benton County -Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336	N/A
3. Grantee Representative	**4. COMMERCE Representative**
Mari Clark Contract Manager (509) 737-3902 mari.clark@co.benton.wa.us	Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia,Washington,98504-2525

5. Original Grant Amount (and any previous amendments)	**6. Amendment Amount**	**7. New Grant Amount**
$3,667,500	$0	$3,667,500

8. Amendment Funding Source	**9. Amendment Start Date**	**10. Amendment End Date**
Federal: X State: Other: N/A:	July 1, 2022	September 30, 2023

11. Federal Funds (as applicable):	**Federal Agency:**	**CFDA Number:**
$3,667,500	HUD	14.231

12. Amendment Purpose:
Extends contract end date, adds acknowledgement of federal funds, adds requirement to report fraud or other loss, and adjusts spending amongst categories per Attachment "B" – Budget

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE	**FOR COMMERCE**
_____ Signature	_____ Diane Klontz, Assistant Director Community Services and Housing Division
_____ Print Name and Title	_____ Date
_____ Date	**APPROVED AS TO FORM ONLY** Sandra Adix Assistant Attorney General 3/20/2014 Date

Amendment

This Grant is **amended** as follows:

Attachment A

Scope of Work

Scope of Work is revised to include the following:

- Grantees must spend ESG-CV funds within the following deadlines:
  - All funds must be expended by September 30, 2023.

ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: 07/01/2020
Federal Award Identification Number (FAIN): E-20-DW-53-0001
Total amount of the federal award: $56,092,302
Awarding official: U.S. Dept. of Housing and Urban Development (HUD)

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

This project was supported by a grant awarded by U.S. Department of Housing and Urban Development. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Housing and Urban Development. Grant funds are administered by the Homelessness Assistance Unit, Washington State Department of Commerce.

FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Attachment B

Budget

Budget Categories	Current Grant Amount	Amendment C	New Total
	$3,667,500	$ -	$ 3,667,500
Admin (7% max)	$ 256,725	$ -	$ 256,725
HMIS	$ 9,000		$ 9,000
Outreach	$ 100,000	$ 200,000	$ 300,000
Shelter Case Management	$ 236,263		$ 236,263
Shelter Operations	$ 1,092,952	$ 608,000	$ 1,700,952
Rapid Rehousing Case Management	$ 138,906	$ (54,000)	$ 84,906
Rapid Rehousing Rental Assistance	$ 829,390	$ 24,000	$ 853,390
Rapid Rehousing Other Financial Assistance	$ 20,000		$ 20,000
Prevention Case Management	$ 629,394	$ (618,000)	$ 11,394
Prevention Rental Assistance	$ 343,870	$ (160,000)	$ 183,870
Prevention Other Financial Assistance	$ 11,000		$ 11,000
Total	$ 3,667,500	$ -	$ 3,667,500

Contract Number: 20-4613C-102
Amendment Number: C

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant (ESG-CV)

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.
For Benton County: Chair Date
Attest: Clerk of the Board

Approved as to form: Dept. of Human Services	**Approved as to form:** Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	CBRA Contract with Greater Columbia Behavioral Health.
Presenter:	
Prepared By:	Deena Horton, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Greater Columbia Behavioral Health would like to contract with Department of Human Services with funding to pay a housing subsidy to adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term supports program and demonstrate a need for long-term subsidy. This program is called the Community Behavioral Health Rental Assistance (CBRA) program.

Fiscal Impact

Amount: $448,304.00

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

Recommendation

To accept the CBRA contract from Greater Columbia Behavioral Health.

Suggested Motion

Approve contract CBRA-BCDHS-23-00.

Kyle Sullivan, BCDHS Manager

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING GCBH AGREEMENT NUMBER CBRA-BCDHS-23-00 TO ESTABLISH AND SUPPORT THE COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE PROGRAM (CBRA) BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Greater Columbia Behavioral Health would like to contract with Benton County Department of Human Services to establish and implement the Community Behavioral Health Rental Assistance Program (CBRA) which provides long-term or bridge subsidies for high-risk individuals with behavioral health conditions and their households; and

WHEREAS, Contract CBRA-BCDHS-23-00 with Benton County Department of Human Services is for the term of July 1, 2022 through June 30, 2023; and

WHEREAS, the amount of the grant is $448,304.00; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed CBRA-BCDHS-23-00 contract; and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and they hereby are, authorized to sign, on behalf of Benton County, GCBH Agreement Number CBRA-BCDHS-23-00 between Greater Columbia Behavioral Health and Benton County Department of Human Services to establish and support state funded community behavioral health services through the State Mental Health Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2022 and expires on June 30, 2023, in the amount of $448,304.00.

Dated this ..... day of . . . . . ., 2022

_____
Chair

_____
Member

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

Attest:

_____
Clerk of the Board

Greater Columbia Behavioral Health, LLC
ASO -Administrative Service Organization

CONTRACT AGREEMENT
Behavioral Health Services
Community Behavioral Health Rental Assistance (CBRA):

This Agreement is made and entered into by, and between **GREATER COLUMBIA BEHAVIORAL HEALTH, LLC BH-ASO,** hereinafter referred to as "GCBH", the Network Provider identified below, hereinafter referred to as the "Contractor". Governed by Chapter 41.05 RCW and Title 182 WAC.

CONTRACTOR INFORMATION:

Contractor Name: Benton County Department of Human Services

Contractor Address: 7102 West Okanogan Place, Suite 201, Kennewick WA 99336

CEO or Director Contact: Kyle Sullivan Alternate Contact: _____

E-Mail: kyle.sullivan@co.benton.wa.us Alternate Email: _____

Phone: (509)783-5284

Fax: (509)783-5981

GRANT AMOUNT	FUNDING SOURCE	CFDA Number
$448,304.00	Federal: **State:X** Other: N/A	
TAX ID #91-6001296	**UBI #03500971**	**DUNS #602-898-884**

ASO (Administrative Service Organization):

Greater Columbia Behavioral Health, LLC BH-ASO
101 N. Edison St., Kennewick, WA 99336
Phone: (509) 737-2475 Fax: (509) 737-4165
Website: GCBHLLC.ORG

Primary Contact: Jennifer Daniel E-mail: jenniferd@gcbh.org Direct Line: (509) 737-2472

Alternate Contact: Karen Richardson E-Mail: karenr@gcbh.org Direct Line: (509) 737-2457

AGREEMENT START DATE: 07/01/2022 **AGREEMENT END DATE:** 6/30/2023

EXHIBITS	CONTRACTED	
When the box(s) are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:		
Attachment A – Scope of Work	X	
Attachment B – Budget	X	
Attachment C – CBRA Guidelines	X	
Exhibit H - Data Use, Security, and Confidentiality	X	
Exhibit R - Qualified Service Organization Business Associate Agreement	X	
Exhibit S - Service Area Matrix	X	
Exhibit U1 - Statement of Work (HOUSING)	X	

The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter for this Agreement between the Parties. The Parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on GCBH only upon signature by GCBH.

IN WITNESS WHEREOF, the parties have signed this executed Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH, LLC

_____

GCBH Chairman, Executive Board

Approved as to Content:

_____

GCBH Co-Director/QM/CCO

Approved as to Form:

_____

GCBH Legal Counsel

Content/Form Prepared by:

_____

GCBH Accounting/Auditor/Contracts

Content/Form and Fiscal Review:

_____

GCBH Co-Director/ Finance Director

FOR CONTRACTOR:

_____

Signature

_____

Printed Name

_____

Title

_____

CBRA Network Provider Name

CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for GCBH (COMMERCE) and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

GCBH (COMMERCE) shall pay an amount not to exceed **$448,304** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with the terms and conditions of this contract and as outlined in Attachment B.

3. BILLING PROCEDURES AND PAYMENT

GCBH (COMMERCE) will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH (COMMERCE) not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH (COMMERCE)'s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number **23-46409-003**. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH (COMMERCE) within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH (COMMERCE) may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH (COMMERCE).

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH (COMMERCE) will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH (COMMERCE) for services performed under this Agreement, and GCBH (COMMERCE) shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

COMMERCE/GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE/GCBH of the final report or completion of the project, etc.

4. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by GCBH (COMMERCE) and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors.

"Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name GCBH (COMMERCE), its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide GCBH (COMMERCE) thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to GCBH (COMMERCE) within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The Grantee shall provide, at GCBH (COMMERCE)'s request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that GCBH (COMMERCE) will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Contractor or its subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage. **Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from GCBH/COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE/GCBH, the CONTRACTOR shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance

sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to GCBH (COMMERCE) a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CBRA Program Guidelines

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GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

"Contract" or "Agreement" means the entire written agreement between GCBH (COMMERCE) and the Contractor, including any Exhibits, documents, or materials incorporated by reference. Email or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. " State" shall mean the State of Washington.

F. "subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" refers to any tier.

G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE/DOC/GCBH; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE/DOC/GCBH and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to GCBH (COMMERCE), the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by GCBH (COMMERCE).

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of GCBH (COMMERCE).

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by GCBH (COMMERCE) that is designated as "confidential" by GCBH (COMMERCE);
2. All material produced by the Contractor that is designated as "confidential" by GCBH (COMMERCE); and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of GCBH (COMMERCE) or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide GCBH (COMMERCE) with its policies and procedures on confidentiality. GCBH (COMMERCE) may require changes to such policies and procedures as they apply to this Contract whenever GCBH (COMMERCE) reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by GCBH (COMMERCE).

Upon request, the Contractor shall immediately return to GCBH (COMMERCE) any Confidential Information that GCBH (COMMERCE) reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

Unauthorized Use or Disclosure. The Contractor shall notify GCBH (COMMERCE) within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the GCBH (COMMERCE) may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by GCBH (COMMERCE) that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the GCBH (COMMERCE) program administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by GCBH (COMMERCE) that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, GCBH (COMMERCE) shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of GCBH (COMMERCE) provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which GCBH (COMMERCE) makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by GCBH (COMMERCE). GCBH (COMMERCE) shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to GCBH (COMMERCE) effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to GCBH (COMMERCE) a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to GCBH (COMMERCE).

The Contractor shall exert all reasonable effort to advise GCBH (COMMERCE), at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide GCBH (COMMERCE) with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. GCBH (COMMERCE) shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the

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Director of GCBH (COMMERCE), who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

GCBH (COMMERCE) shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract, subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Benton County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor and GCBH (COMMERCE) must each indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's and GCBH (COMMERCE)'s obligation to indemnify, defend, and hold harmless includes any claim by Contractor's and/or GCBH (COMMERCE) agents, employees, representatives, or any subcontractor or its employees.

The Contractor and GCBH (COMMERCE) expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's, GCBH (COMMERCE) or any subcontractor's performance or failure to perform the contract. The Contractor's and GCBH (COMMERCE)'s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington, GCBH or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of GCBH (COMMERCE) or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, GCBH (COMMERCE) may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. GCBH (COMMERCE) may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by GCBH (COMMERCE) under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

18. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with GCBH (COMMERCE). The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

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A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

(i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or GCBH's/COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or GCBH's/COMMERCE's name may reasonably be inferred or implied, without the prior written consent of GCBH/COMMERCE.

25. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, GCBH (COMMERCE) reserves the right to recapture funds in an amount to compensate GCBH (COMMERCE) for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by GCBH (COMMERCE). In the alternative, GCBH (COMMERCE) may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be

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subject at all reasonable times to inspection, review or audit by GCBH (COMMERCE), personnel duly authorized by GCBH (COMMERCE), the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to GCBH, COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, GCBH (COMMERCE) may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on GCBH (COMMERCE) premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of GCBH (COMMERCE).

If GCBH (COMMERCE) approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, GCBH (COMMERCE) in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to GCBH (COMMERCE) if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to GCBH (COMMERCE) for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that GCBH, COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

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33. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. TERMINATION FOR CAUSE

In the event GCBH (COMMERCE) determines the Contractor has failed to comply with the conditions of this contract in a timely manner, GCBH (COMMERCE) has the right to suspend or terminate this contract. Before suspending or terminating the contract, GCBH (COMMERCE) shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

GCBH (COMMERCE) reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by GCBH (COMMERCE) to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of GCBH (COMMERCE) provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision of this Contract, GCBH (COMMERCE) or Contractor may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, GCBH (COMMERCE) shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this contract, GCBH (COMMERCE), in addition to any other rights provided in this contract, may require the Contractor to deliver to GCBH (COMMERCE) any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

GCBH (COMMERCE) shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by GCBH (COMMERCE), and the amount agreed upon by the Contractor and GCBH (COMMERCE) for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by GCBH (COMMERCE), and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of

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GCBH (COMMERCE). Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

GCBH (COMMERCE) may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect GCBH (COMMERCE) against potential loss or liability.

The rights and remedies of GCBH (COMMERCE) provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to GCBH (COMMERCE), in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subgrants/subcontracts so terminated, in which case GCBH (COMMERCE) has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to GCBH (COMMERCE) and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to GCBH (COMMERCE);

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which GCBH (COMMERCE) has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by GCBH (COMMERCE) shall remain in GCBH (COMMERCE). Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in GCBH (COMMERCE) upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by GCBH (COMMERCE) in whole or in part, whichever first occurs.

A. Any property of GCBH (COMMERCE) furnished to the Contractor shall, unless otherwise provided herein or approved by GCBH (COMMERCE), be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of GCBH (COMMERCE) that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

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C. If any GCBH (COMMERCE) property is lost, destroyed or damaged, the Contractor shall immediately notify GCBH (COMMERCE) and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to GCBH (COMMERCE) all property of GCBH (COMMERCE) prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of GCBH (COMMERCE).

Attachment A

Scope of Work

Contractor will utilize funding under this contract to provide long-term or bridge subsidy for eligible households within the eligible population described below and for subsidies being paid for in Benton and Franklin Counties. Contractor shall provide funding for subsidies in Benton and Franklin Counties as equitable as possible between the two counties utilizing the population percentages provided by GCBH and described below in Attachment B.

Eligible Population for Housing Subsidy Funded Under This Contract:
Adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term supports program, and demonstrate a need for long-term subsidy.
(See: Program Guidelines, Overview and Program Eligibility)

Contractors shall commit to prioritizing subsidies for the priority populations described below:

Priority Population for Housing Subsidy funded under this Contract:
Households that meet one or more of the following:

- Discharging or needing to discharge from a psychiatric hospital or other psychiatric inpatient setting.
- Discharged from a psychiatric hospital or other psychiatric inpatient setting within the past 12 months.

(See: Program Guidelines, Priority Populations)

Contractors shall submit the following deliverables on time with truthful, accurate information:

Monthly Invoices and Required Back-Up Documentation

- submitted online using the Commerce/GCBH Contract Management System (CMS) through Secure Access Washington (SAW)
  (See: Program Guidelines, Reimbursements)
- Annual County Expenditure Report Information to the lead of each county homelessness crisis response system within the service area.
  (See: Program Guidelines, Reporting Requirements)
- Accurate and Timely Data Entry into the Homeless Management Information System Database.
  (See: Program Guidelines, HMIS and Data Quality)

Contractors shall comply with all of the requirements, policies and procedures in the most up-to – date version of the Community Behavioral Health Rental Assistance Program Guidelines.

Consequences of non-compliance:

a. If Commerce/GCBH determines that a Contractor is failing to comply with the Guidelines, Terms, and Conditions, Commerce/GCBH will notify Contractor that Contractor will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.

b. If the Contractor is still out of compliance after the technical assistance, Commerce/GCBH may move the Contractor into a probationary period with a second corrective action plan and may reduce the grant total by 20%.

c. If the Contractor remains out of compliance after the probation period, Commerce/GCBH may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

BILLING

GCBH (COMMERCE) will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH (COMMERCE) not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH (COMMERCE)'s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number 22-46123003. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH (COMMERCE) within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH (COMMERCE) may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH (COMMERCE).

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH (COMMERCE) will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH (COMMERCE) for services performed under this Agreement, and GCBH (COMMERCE) shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

COMMERCE/GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE/GCBH of the final report or completion of the project, etc.

Attachment B

Budget

Budget	Unassigned	Total
Admin	$25,544.00	$25,544.00
Program Operations	$90,683.00	$90,683.00
Rent Assistance*	$332,077.00	$332,077.00
Total	$448,304.00	$448,304.00

***The Rent Assistance will be used as equitably as possible between Benton and Franklin County with the following guideline: Benton County will have available approximately 68% of the Rent Assistance for serving individuals within Benton County, Franklin County will have approximately 32% of the Rent Assistance available for serving individuals in Franklin County. Significant deviation (>10%) from these guidelines will require prior approval from GCBH.**

Washington State Department of Commerce

Guidelines

FOR THE

Community Behavioral Health Rental Assistance Program (CBRA)

July 1, 2022 – June 30, 2023

Version 1

July 2022

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1 Grant Basics

1.1 Overview

The Community Behavioral Health Rental Assistance program (CBRA) provides long-term or bridge rental subsidies for high-risk individuals with behavioral health conditions and their households. When partnered with programs offering supportive housing services such as Washington's Foundational Community Supports (FCS) program, Aging and Long-Term Supports (ALTSA) programs, Housing and Recovery through Peer Services (HARPS) programs, or others, highly-vulnerable persons with complex behavioral health needs have opportunities to live independently in the communities of their choice.

1.2 Fund Source

CBRA is funded by State General Funds as allocated by the Legislature.

2 Administrative Requirements

2.1 Grant Management

2.1.1 Changes to Guidelines

The Department of Commerce, (Commerce), may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees, if any, in a timely manner.

2.1.2 Commerce Monitoring

Commerce will monitor lead grantees' CBRA grant activities. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.1.3 Discharge Planning Facilitation

Lead grantees are responsible to facilitate partnerships between discharge planners at state psychiatric hospitals and community-based psychiatric inpatient institutions and sub grantees to ensure priority populations are being served. Lead grantees should also facilitate partnerships between discharge planning staff at other behavioral health institutions to support referrals for those that are not part of the priority population but meet eligibility criteria.

2.1.4 Subgrantee Management Requirements

Upon Commerce approval, lead grantees may enter into an agreement with any other nonprofit or governmental housing assistance organizations who operate programs to end homelessness within a defined service area. The CBRA Grant General Terms & Conditions Section 32 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead Grantee Responsibilities are as follows:

- ✓ Lead grantees must maintain written procedures related to subcontracting as well as copies of all subcontracts and records related to subcontracts.
- ✓ Lead grantees must ensure that subcontracts bind subcontractors to follow all applicable terms of the original grant with Commerce and must include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
- ✓ Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.
- ✓ Lead grantees must notify Commerce of any changes in selection of subgrantees funded with CBRA, or changes in the interventions of those

subgrantees.

2.1.4.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CBRA guidelines. The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities, and monitoring frequency.
The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CBRA funds to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.2 Performance Measurement

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy programs. For more details, see Appendix D: Performance Requirements.

Commerce has identified the following as the most critical performance measures for Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting state psychiatric hospitals and community psychiatric inpatient beds.
- ✓ Increasing retention in the PHS program or exits to permanent housing

2.3 Reporting Requirements

Upon request, grantees must submit accurate and complete information for the Annual County Expenditure Report to the Consolidated Homeless Grant Lead Contractor in the communities in which they serve.

Upon request, grantees will respond to requests for information by Commerce to facilitate legislative reporting and strategic distribution of funding.

2.4 Fiscal Administration

2.4.1 Budget Caps

Administration - up to 15% of total contracted budget may be used for administration. See Section 4 for details on allowable expenses for Administration and Program Operations.

2.4.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the billing period. Final invoices for

a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action resulting in withholding of payment or reduction in contracted amount. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) via Secure Access Washington (SAW). Contact your Commerce representative for access to the online invoicing system.

2.4.2.1 Reimbursement Back-up Documentation

Requests for reimbursement must be accompanied by the CBRA Monthly Voucher Detail Report attached to the online invoice. Source documentation such as cancelled checks, purchase orders, or time sheets are not required.

Commerce may require a lead grantee to submit additional documentation as needed to approve reimbursement. Lead grantees must retain original invoices submitted by their subgrantees.

2.4.3 Budget Revisions

Budget revisions that move more than 10 percent of the grant total require a budget amendment. The Administration budget cap must be maintained with each revision.

2.4.4 Ineligible Use of Funds

Grantees must inform Commerce if CBRA funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

3 Program Eligibility and Priority Populations

3.1 Priority Population

Grantees must prioritize households meeting eligibility criteria for the program that are discharging *or* needing to discharge *or* who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.

Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.

3.2 Household Eligibility

3.2.1 Eligibility Criteria:

A household is one or more individuals seeking to obtain or maintain housing together as a unit. A household does not include friends or family that are providing temporary housing. Participants, in consultation with the CBRA provider, should decide who is included in the household and who is not. Documentation in the client file should match the determination of household.

Eligible households must meet the income criteria for CBRA (Criteria One). At least one adult member of the household must also meet all three of the additional criteria below (Criteria Two through Four).

Criteria One
Household Income is at or below 50% of area median income as defined by HUD. (See Section 3.2.2.4 Determination of Household Income)

AND

Criteria Two		Criteria Three		Criteria Four
Have a documented Behavioral Health Condition[1]	AND	Eligible for a long-term support services program (see Appendix C for a description of Eligible Long-term supports programs)*	AND	Have a documented need for long-term housing subsidy with no other suitable[2] resource that can meet the long-term subsidy need.

*Please note, individuals that would otherwise be eligible for a long-term support service

[1] A Behavioral Health Condition is a mental health condition or substance use disorder that impairs an individual's capacity to address normal activities of daily living, and is expected to be of long duration.

[2] A suitable resource is one that meets the housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

program but are not due to citizenship status meet the criteria for Criteria Two.

3.2.2 Documentation of Eligibility

Grantees must document eligibility for the household. The *CBRA Verification of Household Eligibility Form* and all applicable documentation (see below) is to be kept in the client file and dated within 45 days of program entry.

For a list of all required client file information and documentation see Appendix B: Client File Information and Documentation.

3.2.2.1 Documentation of a Behavioral Health Condition

Grantees must verify and document a behavioral health condition for at least one adult member of the household prior to program entry.

> **Behavioral health conditions** are mental health conditions or substance use disorders that impair an individual's capacity to address normal activities of daily living, and are expected to be of long duration.

Acceptable documentation includes one of the following:

- ✓ Written verification from a medical or behavioral health professional or social worker.
- ✓ Written verification from the Social Security Administration, the Department of Social and Health Services, the Veterans Administration, or other state or federal departments that determine the presence of a behavioral health disability for program or services eligibility.
- ✓ Written verification from HARPS, the Foundational Community Supports Program, or other long-term supportive services programs that have previously determined the presence of a behavioral health disability for program or service eligibility.
- ✓ Written self-attestation from the individual or statement from immediate family member. This method is to be used only if no other documentation method is available. Case manager must indicate why no other documentation is available.
- ✓ Other documentation as approved by Commerce.

3.2.2.2 Documentation of Eligibility for Long-Term Supportive Services

Grantees must document eligibility for at least one long-term supportive services program that meets the criteria listed in Appendix C for a description of Eligible Long-term supports programs prior to program entry. In situations where the eligible participant would be eligible for long-term supportive services except for citizenship status, this should be documented in the client file.

Acceptable documentation includes one of the following:

- ✓ Written verification of eligibility from an approved long-term supports program.
- ✓ Written verification from a case manager that certifies that they confirmed eligibility for a long-term supportive services program.
- ✓ Written verification of ineligibility based solely on citizenship status from an

approved long-term supports program provider.

- ✓ Written verification of ineligibility based on client's choice to not currently engage with offered services.

3.2.2.3 Documentation of Long-term Subsidy Need

Grantees must provide documentation that certifies that a housing planning conversation was completed with the participant in which the case manager or program staff determined that there is a need for long-term housing subsidy with no other suitable resource that can meet the long-term subsidy need. The *CBRA Certification of Long-Term Housing Support Need* form can be used to collect a statement from a qualified party (see below). Any type of written statement signed and dated within 45 days of program enrollment by the qualified party can be used as documentation.

Acceptable documentation includes one of the following:

- ✓ Statement from a Case Manager or CBRA provider staff verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.
- ✓ Statement from a medical or behavioral health professional or social worker verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.
- ✓ Statement from a discharge professional verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.

*A suitable resource is one that meets the housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

3.2.2.4 Documentation of Household Income Eligibility

CBRA providers must verify and document income eligibility at program enrollment. *CBRA Income Eligibility Worksheet* (or equivalent) and all allowable income documentation (See Appendix G) must be kept in the client file.

See section 3.2.3 below for more information about how to calculate combined household income.

3.2.3 Determination of Income Eligibility

For a household to be eligible for the CBRA program the combined household income must not exceed 50% of area median gross income as defined by HUD.

Area Median Income (AMI) Limits can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program enrollment. Income

inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included.

3.2.3.1 Annualizing Wages and Periodic Payments

Use the *CBRA Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending on the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

3.3 Eligibility Recertification

Eligibility criteria must be reviewed annually for households enrolled in CBRA to determine whether the household remains eligible for the program.

3.3.1 Documentation of Recertification of Eligibility

Grantees must provide the *CBRA Eligibility Recertification* form with the final determination of eligibility and documentation to support the determination in the client file. Documentation must be dated within 45 days of recertification date.

3.3.1.1 Documentation of Lack of Change in Behavioral Health Condition Status

If a household's Behavioral health condition continues to impair capacity to address normal activities of daily living, and is expected to be of long duration, this should be indicated on the *CBRA Eligibility Recertification* and no additional documentation is needed. In the case that behavioral health condition status has changed, the grantee should provide documentation that led them to determine this change in status. See 3.2.2.1 Documentation of a Behavioral Health Condition for appropriate documentation standards.

3.3.1.2 Documentation of Long-Term Supportive Service Need and Availability

At recertification, grantees must reassess the need and availability of supportive services for participants. Documentation that shows that program staff discussed supportive service needs, availability, and eligibility with the participant and an outline that documents the steps that will be taken to pair the participant with appropriate services must be kept in the client file.

Acceptable documentation includes one of the following:

- ✓ Statement from a Case Manager or CBRA provider staff verifying that reassessment of need for services was completed along with an outline of any steps that will be taken to pair the participant with appropriate services.
- ✓ Statement from a long-term supportive services case manager or staff person verifying that reassessment of need for services was completed along with an outline of any steps that will be taken to pair the participant with appropriate services.

3.3.1.3 Documentation of Continued Long-term Subsidy Need

At recertification, grantees must provide documentation certifying that a housing planning conversation was completed within the last 45 days and that the participant's need for long-term housing support continues. See section 3.2.1.3 Documentation of Long-term Support Need and Lack of Resources and Supports for appropriate documentation standards.

3.3.1.4 Documentation of Income Eligibility at Recertification

Lead/subgrantee must verify and document income eligibility at recertification. *CBRA Income Eligibility Worksheet* (or equivalent) and all allowable income documentation (See Appendix G) must be kept in the client file. See section 3.2.2.3 for more information about how to calculate combined household income.

3.3.2 Ineligible at Recertification

If a household is determined ineligible at recertification, grantees have the option of providing up to six additional months of rental subsidy to support the household to transition to self-sufficiency. The decision to provide additional rental subsidy of up to 6 months must be noted in the client file.

4 Eligible Activities and Costs

The primary activity of this program is payment of a Permanent Housing rent subsidy to a landlord on behalf of an eligible household. A comprehensive guide of eligible activities and costs to support the primary activity is found below.

4.1 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program. Up to 15 percent of total reimbursed costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program, they are considered administrative. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits.
- ✓ General organization insurance.
- ✓ Organization wide audits.
- ✓ Board expenses.
- ✓ Organization-wide membership fees and dues.
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance.

All amounts billed to administration must be supported by actual costs, or portions of actual costs. These costs must be charged to grant cost centers by one of the following three methods:

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

4.2 Operations

Operations expenses are directly attributable to a particular program and include:

- ✓ Salaries and benefits for staff costs directly attributable to the program, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, equipment (up to $1,500 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel and per diem.
- ✓ Data collection and entry.
- ✓ Housing search and placement.

- ✓ Eligibility determination and recertification activities.

4.3 Housing Costs

Eligible housing costs must be paid directly to a third party on behalf of the household. Rent payments may not be made directly to the eligible household. Please note, Commerce expects that, when other short-term subsidies are available for emergency housing, securing housing costs, and move-in costs, that these subsidies are used before CBRA funds.

4.3.1 Emergency Housing

Funds may be used to provide emergency housing for no more than 90 days when no suitable* shelter bed is available and program staff support the grantee with permanent housing search. **

Emergency Housing Includes:

- ✓ Hotel/Motel Stays
- ✓ Transitional Housing that does not require the participant to maintain a lease for a specific period of time.
- ✓ Recovery residences
- ✓ Other, as approved by Commerce.

* A suitable shelter bed is one that meets the emergency housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

**Please note, short-term rental agreements and walk-through inspections are encouraged for hotel/motel stays if owners wish to access landlord reimbursement programs like the Landlord Mitigation Program.

4.3.2 Securing Housing

- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, and other related costs for securing permanent housing.
- ✓ Rental arrears and associated late fees for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing.
- ✓ Past evictions and associated fees that prevent the participant from obtaining housing may be paid in an amount up to $3000.
- ✓ Up to three months of utility arrears and associated fees may be paid on behalf of the tenant if this enables the household to obtain or maintain permanent housing.

4.3.3 Move-In Costs

- ✓ Security deposits for households moving into new units.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Incentives paid to landlords

- ✓ First and Last Months' Rent

4.3.4 Rent and Associated Costs

- ✓ Monthly rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment.
- ✓ Master-lease: security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases it to CBRA-eligible households. Tenants must have a sublease with the master lease holder.
- ✓ Utilities which are included in rent.
- ✓ Renter's insurance
- ✓ Costs of parking spaces when connected to a unit.

4.3.5 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Other costs as approved by Commerce.

4.3.6 Special Circumstances

- ✓ Funds may be used to pay for storage of personal belongings if there are no other suitable storage options available while a permanent housing search is conducted.
- ✓ Temporary absence: if a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), grantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. Any temporary absence must be documented in the client file. Extensions to the 60 day limit must be approved by Commerce.

4.4 Ineligible Expenses

- ☒ Cable television deposits or services.
- ☒ Mortgage assistance and utility assistance for homeowners.
- ☒ Security and janitorial (salaries and benefits associated with providing security, janitorial services).
- ☒ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ☒ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- ☒ On-site and off-site management costs related to the building.
- ☒ Facility-specific insurance and accounting.
- ☒ Replacement or operating reserves.
- ☒ Debt service.
- ☒ Construction or rehabilitation of facilities.
- ☒ Mortgage payment for a facility.

5 Requirements for Providing Permanent Housing Subsidy (PHS)

Permanent Housing Subsidy (PHS) is a rental subsidy with no time limit for households with behavioral health conditions in need of long-term housing assistance. PHS includes the availability of support services and may be provided as a scattered-site or master-leased model.

PHS has the following characteristics:

- ✓ **Permanent Housing**- A lease or rental agreement between the landlord and tenant is required (see 5.7.1 Lease or Rental Agreement for conditions of lease and rental agreements) and eligible households may stay in their housing indefinitely as long as they meet the basic obligations of tenancy as called out in the lease or rental agreement.
- ✓ **Permanent or Long-Term Eligibility**- Services and the housing subsidy are available permanently as long as the household remains eligible. If a household loses eligibility for a long-term supports program, they can retain their eligibility for PHS as long as they meet basic criteria (see 3.2.3 Determination of Income Eligibility at Recertification).
- ✓ **Voluntary Support Services**- Support services are available to clients but participation is voluntary.

5.1 Referrals and Use of Coordinated Entry

Referrals for the CBRA program may come from a variety of sources. To support effective referrals for the priority population, grantees and program staff must actively create and maintain relationships and regularly coordinate with discharge planners at state psychiatric hospitals and community-based inpatient psychiatric treatment facilities to ensure priority populations are served.

To maintain referrals for individuals that may not fall into the priority population but are still eligible for the CBRA program, relationships should also be cultivated and maintained with community-based substance use and other treatment institutions, correctional institutions, the local coordinated entry system, and other providers that work with these populations.

The CBRA program is not required to participate in the local coordinated entry process but is encouraged to partner with their local coordinated entry organization for referrals and collaboration.

Grantees or their subgrantees must maintain policies and procedures around how referrals will be cultivated, accepted, and prioritized within their community. MOUs or other written documentation of referral partnerships are encouraged but not required.

For CBRA program prioritization requirements, see section 3.1 Priority Population

5.2 Service Delivery

Commerce promotes evidence-based program delivery models that align with best practices for providing permanent supportive housing and permanent housing subsidy. The following requirements apply to grantees and subgrantees that deliver PHS.

5.2.1 Permanent Supportive Housing Core Elements

Grantees should adhere to the core elements of Permanent Supportive Housing, as applicable, when administering Permanent Housing Subsidy. For more information, visit the Substance Abuse and Mental Health Services Administration (SAMHSA) Permanent Supportive Housing Evidence-Based Practices Kit.

5.2.2 Housing First

Programs must be operated in accordance with Housing First principles. For detail on Housing First, see the National Alliance to End Homelessness's webpage on the topic.

5.2.3 Voluntary Services

Grantees must not terminate or deny services to households based on a household's refusal to participate in supportive services. Supportive services are intensive services aimed at helping a person obtain and maintain housing. Supportive Housing providers work in partnership with various community entities to provide wrap around support, such as mental health services, alcohol and substance abuse services, long term care services, life skills or independent living skills services and vocational services. These services are not billable to CBRA, but are allowable expenses under the FCS program or other supportive services programs.

5.3 Approved Subsidies

5.3.1 Emergency Housing

Emergency housing is a short-term housing situation (90 days or less) that offers immediate shelter when no suitable shelter bed is available. These emergency housing situations are typically in hotels, motels, transitional housing projects, or recovery residences but other situations may be approved on a case-by-case basis. Housing search support must be provided by the grantee while a participant is placed in an emergency housing situation.

Emergency housing situations do not require a lease, habitability, or lead-based paint inspections. Participants are not required to pay rent while in emergency housing situations. HMIS data entry is required for participants served in emergency housing.

* A suitable shelter bed is one that meets the emergency housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

5.3.2 Lease or Rental Agreements

A lease or rental agreement between the eligible household and the landlord must be executed at the time of payment of rental assistance. Leases or rental agreements must

contain standard lease provisions as shown in 5.3.2.1 Lease or Rental Agreement.

The lease or rental agreement and any subsequent leases or rental agreements must be kept in the client file.

5.3.2.1 Lease or Rental Agreement Requirements

At a minimum, the lease or rental agreement between the landlord and the eligible household must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

5.3.3 Master Leasing

Grantees can utilize master leasing when providing PHS for a participant. Master leasing is when an organization secures a lease directly with a landlord and then sub-leases the unit to a CBRA eligible household. The master-lease holder must have a sub-lease with the CBRA eligible household to provide the subsidy.

5.3.4 Determining Rent Limit

Grantees may pay rent amounts up to 120 percent of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent that can be paid for a unit of a given size. Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority.

Payment of rents in excess of 120 percent of FMR requires prior approval by Commerce.

5.3.5 Determining Rent Subsidy

Consistent with HUD housing affordability standards, each household is responsible for contributing no more than 30 percent of their income to the cost of their housing[3]. Documentation of subsidy amount and subsidy determination process must be included in the client file.

If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file.

Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be

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[3]Cost of housing is equal to the tenant's share of the rent plus utilities including electricity, natural gas, propane (if needed for cooking or laundry), water, sewer, and garbage services the tenant must pay.

included in the client file.

5.3.6 Habitability

Grantees are responsible for documenting habitability for all housing units into which households will be moving, except where a household moves in with friends or family. Housing units must be documented as habitable prior to paying the rent subsidy and following a habitability complaint made by the tenant or a third party.

5.3.6.1 Allowable Methods for Unit Habitability Determination

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required. One of the following methods must be applied to each subsidized unit:

- The *CBRA Landlord Habitability Standards Certification Form* references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

  OR

- Inspections: in lieu of (or in addition to) the above landlord certification, grantees may choose to inspect all or some housing units. Grantees may use the *Commerce Housing Habitability Standards (HHS)* form or the HUD *Housing Quality Standards (HQS) Inspection* form.

Documentation of habitability certification or inspection must be kept in the client file.

5.3.6.2 Habitability Recertification

Grantees must document recertification of habitability upon complaint of the habitability condition of the unit by the tenant or a third party. (See 5.3.6.1 Allowable Methods for Unit Habitability Determination). Documentation of habitability recertification must be kept in the client file.

5.3.6.3 Habitability Complaint Procedure

Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.

Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act (RCW 59.18).

Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format

that includes follow-up and resolution.

- ✓ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act (RCW 59.18).

5.3.7 Lead Based Paint Assessment

The grantee must ensure that a lead-based paint visual assessment is completed prior to payment of a permanent housing subsidy if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

To prevent lead poisoning in young children, grantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

A visual assessment must be conducted upon request from the tenant. Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

For a guide to compliance see Appendix F: Lead-Based Paint Visual Assessment Requirements.

5.3.7.1 Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months – obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the circumstances outlined above are met, grantees must include the information in the client file.

5.3.8 Washington Residential Landlord-Tenant Act

Grantees must provide information on the Washington Residential Landlord Tenant Act (RCW 59.18) to households receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

5.4 HMIS

All eligible clients and their household members served under this program must be entered into HMIS, in accordance with data entry and quality guidelines as issued by the

Department of Commerce (See the most recent HUD HMIS Data Standards).

All grantees and subgrantees entering data into the HMIS system must sign and comply with the terms of the Agency Partner HMIS Agreement found on the Commerce HMIS webpage.

5.4.1 Data Quality

Data quality is reviewed quarterly and will be scored annually. Grantees and subgrantees are required to provide quality data to the best of their ability. For more information on data quality requirements and expectations, see Appendix E: Data Quality.

5.4.2 Consent for Entry of Personally Identifying Information

Clients whose identifying data are entered into HMIS may only be done by written consent of the client.

5.4.2.1 Identified Records

- ✓ Personally identifying information (PII)[4] must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, note this on the consent form and then complete the consent form the first time the household is seen in person. See Agency Partner HMIS Agreement.

5.4.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents.
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Households in programs which are required by funders to report HIV/AIDS status.

5.4.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

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[4] PII includes name, social security number, birthdate, address, phone number, email, and photo.

5.5 Additional Requirements

5.5.1 Grievance Procedure

Grantees must have a written grievance procedure for households seeking or receiving subsidies which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns.
- ✓ Be accessible to all households seeking or receiving subsidies

5.5.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied subsidies and/or terminated from program participation.
- ✓ Describe the notification process.
- ✓ Ensure households are made aware of the grievance procedure.

5.5.3 Records Maintenance and Destruction

Grantees must maintain records relating to this grant for a period of six years following the date of final payment. See CBRA Grant General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

5.5.4 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.
- ✓ If a program serves households with children, the program must serve all family compositions.

5.5.5 Nondiscrimination

As stated in the CBRA Grant General Terms and Conditions Section 9 and Section 22, grantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Grantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran

or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Grantees must comply with the Federal Fair Housing Act and it's amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race, color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Local nondiscrimination laws may include additional protected classes.

6 Washington State Landlord Mitigation Law

Washington State's Landlord Mitigation Law (RCW 43.31.605) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to $1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to $5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement.

For more information, please visit the Commerce Landlord Mitigation Program website.

7 Appendices

7.1 Appendix A: Required Policies and Procedures

Policies and Procedures
✓ Subcontracting policies and procedures (section 2.1.4)
✓ Referral policies and procedures (section 5.1)
✓ Habitability Complaint Procedure (section 5.3.6.3)
✓ Grievance Procedure (section 5.5.1)
✓ Termination or Denial of Service Policy (section 5.5.2)

7.2 Appendix B: Client File Information and Documentation

The following chart summarizes the information and documentation required in each client file. Other documentation may be required based on individual circumstances.

Forms marked with an asterisk (*) indicate a specific form required by CBRA to meet the documentation requirement. Required forms may be modified as long as all content is included.

Up-to-date versions of all required and recommended forms can be found on the Commerce Permanent Housing Subsidy webpage.

	Required Documentation
✓	*CBRA Client File Checklist
✓	*HMIS Client Release of Information and Informed Consent Form signed by all adult household members (unless DV OR client refuses consent) (section 5.4.2)
✓	*CBRA Verification of Eligibility Checklist Form with applicable documentation attached (section 3.2.2)
✓	*CBRA Verification of Recertification with applicable documentation attached, *as needed (section 3.3.1)*
✓	CBRA Income Eligibility Worksheet, *as needed for recertification* (section 3.3.1)
✓	*Landlord Habitability Certification or *HHS or *HQS (section 5.5)
✓	Lead-based Paint Assessment, if applicable (section 5.3.7, Appendix F)
✓	Executed Lease or Rental Agreement (section 5.3.2)
✓	Household Rent subsidy amount / Rent determination process (section 5.3.4)
	Required Information
✓	Dates and Circumstances of temporary absence to an institution (section 4.3.6)
	Other Recommended Forms
✓	CBRA Certification of Long-Term Housing Support Need (section 3.2.1.3)
✓	Move In/Move out condition report (section 6)

7.3 Appendix C: Eligible Long-Term Supports Programs

Long-term supportive services are voluntary, person-centered services that pair with CBRA subsidies to help individuals with behavioral health conditions live with maximum independence in community-integrated housing. Supportive services programs should make available the pre-tenancy and tenancy sustaining services listed below based on the need of the client. Programs that do so may be considered long-term supportive services programs that can provide documentation of eligibility in order to meet Eligibility Criteria Three for the CBRA program. Please note, the long-term supportive services provider can change during a household's participation in CBRA.

Pre-tenancy supports
✓ Conducting a functional needs assessment identifying the enrollee's preferences related to housing (e.g., type, location, living alone or with someone else, identifying a roommate, accommodations needed, or other important preferences) and needs for support to maintain community integration (including what type of setting works best for the enrollee), assistance in budgeting for housing/living expenses, assistance in connecting the individual with social services to assist with filling out applications and submitting appropriate documentation in order to obtain sources of income necessary for community living and establishing credit, and in understanding and meeting obligations of tenancy
✓ Assisting individuals to connect with social services to help with finding and applying for housing necessary to support the individual in meeting their medical care needs
✓ Developing an individualized community integration plan based on the functional needs assessment as part of the overall person-centered plan
✓ Identifying and establishing short and long-term measurable goal(s), how goals will be achieved, and how concerns will be addressed
✓ Person-centered planning meetings at redetermination and/or revision plan meetings, as needed
✓ Providing supports and interventions per the person-centered plan
Tenancy Sustaining Services
✓ Providing service-planning support and participating in person-centered plan meetings at redetermination and/or revision plan meetings as needed
✓ Coordinating and linking the recipient to services including primary care and health homes; substance use treatment providers; mental health providers; medical, vision, nutritional and dental providers; vocational, education, employment and volunteer supports; hospitals and emergency rooms; probation and parole; crisis services; end of life planning; and other support groups and natural supports
✓ Providing entitlement assistance including obtaining documentation, navigating and monitoring the application process, and coordinating with the entitlement agency
✓ Assisting with accessing supports to preserve the most independent living, such as individual and family counseling, support groups, and natural supports
✓ Providing supports to assist the individual in the development of independent living skills, such as skills coaching, financial counseling and anger management
✓ Providing supports to assist the individual in communicating with the landlord and/or property manager regarding the participant's disability (if authorized and appropriate), detailing

accommodations needed, and addressing components of emergency procedures involving the landlord and/or property manager

- ✓ Coordinating with the tenant to review, update and modify his or her housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers
- ✓ Connecting the individual to training and resources that will assist the individual in being a good tenant and remaining in lease compliance, including ongoing support with activities related to household management

7.4 Appendix D: Performance Requirements

7.4.1 Overview

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy program.

The current contract period will serve to gather baseline data to inform the development of performance improvement requirements.

The Department of Commerce (Commerce) has identified the following as the most critical performance measures for Office of Supportive Housing Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting state psychiatric hospitals and community psychiatric inpatient beds.
- ✓ Increase Percent Exits to or Retention of Permanent Housing

7.4.2 Prioritization Requirements

Grantees must prioritize those exiting a state psychiatric hospital or a community inpatient psychiatric institution.

7.4.2.1 Measurement

The Homeless Management Information System (HMIS) is the data source.

1. **Client Universe:**
   Any head of household or adult who entered into either the CBRA-PH or CBRA-Other project during the report period.
2. **Count Priority Status:**
   Of the client universe, count those with a prior living situation (HMIS element 3.917):
   - Psychiatric hospital or other psychiatric facility
3. **Calculation:**
   Divide the total from step 2 by the total from step 1 (client universe) to calculate the percent of people entered who are considered in priority status.

Example:
In Community A, **20** households entered into the CBRA PHS Project during the report period.
Of those, **15** entered with living situations from the list above or came from a priority situation.

$$\text{Prioritization Percentage } \mathbf{75\%} = \frac{\mathbf{15} \text{ entered from a psychiatric facility}}{\mathbf{20} \text{ people entered}}$$

7.4.3 Housing Outcomes

Grantees must improve housing outcomes by increasing exits to or retention of permanent housing.

Acceptable housing outcomes are:

- ✓ Remaining in the Permanent Housing Subsidy program
  OR
- ✓ Exiting from the program to a permanent housing situation

7.4.3.1 Measurement

The Homeless Management Information System (HMIS) is the data source.

Data for the previous state fiscal year will serve as the baseline.

Step One: Client Universe

Select all people who were served in either the CBRA-PH or CBRA-Other project and all people who exited either the CBRA PH or CBRA Other project during the reporting period.

Remove from client universe any person active or exited that did not move into housing, as indicated by a null housing move-in date, or a housing move-in date which occurs after the report end date. Note: Housing move-in date is only collected for the head of household, which effectively makes this a measure of households rather than all people.

Of the remaining client universe, remove any person who exited with a destination:

- Foster care home or foster care group home,
- Hospital or other residential non-psychiatric medical facility,
- Long-term care facility or nursing home, or
- Deceased

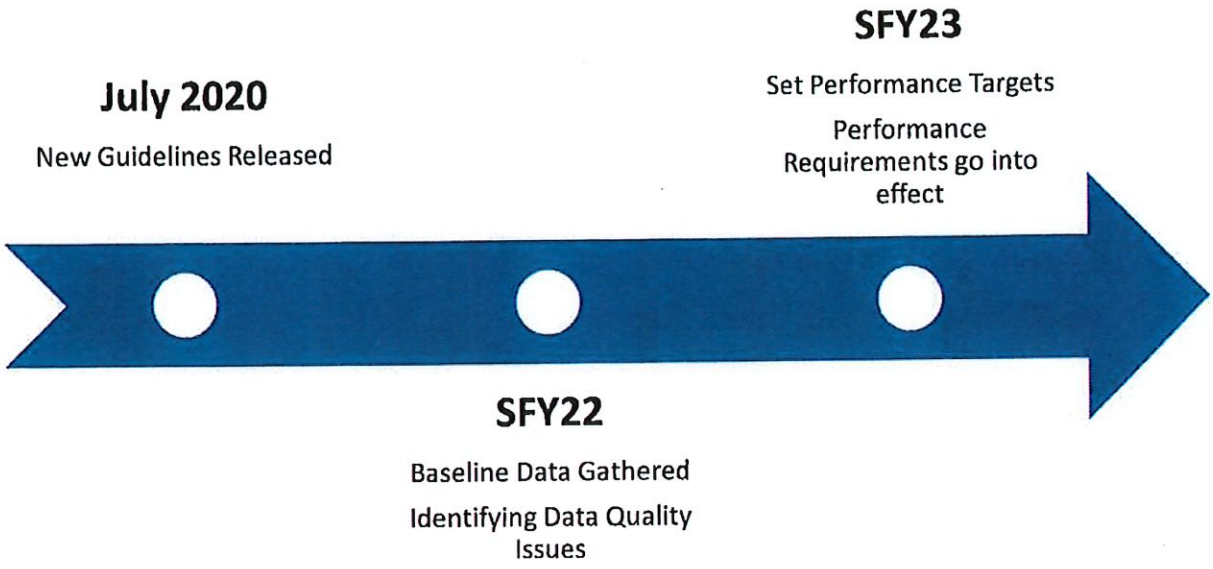
Step Two: Count Exits to or Retention of Permanent Housing

Of the client universe, count those who remained in PSH AND count those with destination categorized as permanent.

Step Three: Calculation

Divide the total from step two by the total from step one (client universe) to calculate the percent of people who exited to or retained permanent housing.

7.4.4 Instituting Performance Requirements: The Process



In **July 2020**, the CBRA guidelines are released to both CBRA and HARPS LTS grantees.

During **SFY21** (July 2020-June 2021), Commerce will work with grantees to provide HMIS set-up, technical assistance and training.

In **SFY22,** Commerce will work with grantees to identify any data quality issues and to gather baseline data for setting future performance targets. Grantees should focus on data quality and aligning the project with performance requirements.

In **SFY23** (July 2021-June 2022), Performance targets will be set and the performance requirements set in Appendix E: Performance Requirements will go into effect. Grantees should be comfortable reviewing performance data on a regular basis and identifying barriers to successfully reaching performance targets.

7.5 Appendix E: Data Quality

Projects are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy, and consistency.

7.5.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Agencies are expected to collect: **first name, last name, date of birth, race,** and **ethnicity** from clients that give consent on the HMIS consent form. **Agencies will never require a client to provide this information even if they have consented, but should gather it to the best of their ability.**

All clients, consenting and non-consenting, must have complete **prior living situation** and **exit destination** data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	**Incomplete if...**
Name	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

Expected completeness measures for project types:

Expected Completeness Measures	
Data Element	**All other Housing Project Types**
Name*	95%
Date of Birth*	95%
Race*	95%
Ethnicity*	95%
Prior Living Situation	100%
Destination	95%
Domestic Violence	95%
Fleeing Domestic Violence	95%

*Only measured for consenting clients.

7.5.2 Timeliness

Client data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Projects must enter/update project client/household data in HMIS **within 14 calendar days** following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State's HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

7.5.3 Accuracy

Data entered into HMIS must reflect the real situation of the client/household as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each client's story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Domestic Violence Victim/Survivor	Ensure congruency among the three different data elements specific to domestic violence.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.

Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.

7.5.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered, and stored in accordance with the Agency Partner Agreement.

All data elements and responses will be entered per the HUD data Standards Manual. To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Clients who refuse consent must be made anonymous per Department of Commerce Guidance and the consent refused client entry guide.

7.6 Appendix F: Lead-Based Paint Visual Assessment Requirements

To prevent lead-poisoning in young children, grantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

Disclosure Requirements

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available at: https://www.epa.gov/lead/real-estate-disclosure

It is recommended that rent assistance providers also share this information with their clients.

Determining the Age of the Unit

Grantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for your county name with one of the following phrases:

- ✓ "property tax records"
- ✓ "property tax database"
- ✓ "real property sales"

Conducting a Visual Assessment

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

  AND

- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving CBRA rent assistance.

A visual assessment must be conducted prior to providing CBRA rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Grantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor. Visual assessments must be conducted by a HUD-Certified Visual Assessor.

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm

If a visual assessment reveals problems with paint surfaces, Grantees cannot approve the unit for CBRA assistance until the deteriorating paint has been repaired. Grantees may wait until the repairs are completed or work with the household to locate a

different (lead-safe) unit.

Locating a Certified Lead Professional and Further Training

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at https://www.epa.gov/leadand click on "Find a Lead-Safe Certified Firm."
- ✓ Go to Washington State Department of Commerce Lead-Based Paint Program website at http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/lead-based-paint-program-lbpabatement/ and click on "Find a Certified LBP Firm" under Other Resources.

Information on lead-based programs in Washington State can be found at http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/.

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-centeror 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module can be accessed at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr

8 Appendix G: Acceptable Documentation for Income Certification

Grantees must attempt to document income using the preferred documentation method. However, for some types of income, a written or verbal statement from a third party or self-attestation are allowable as long as all attempts to collect the preferred documentation have been exhausted. Please note the following guidance when using one of these methods.

Written Statement: Types of income for which written verification is allowable are indicated in the table below with an X in the box marked "Written Verification." A written statement must be from a third party responsible for documenting this type of income information (example: wages and salaries could be documented by a written statement from an employer). The statement should also include the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).

Verbal Statement: Types of income for which verbal verification is allowable are indicated in the table below with an X in the box marked "Verbal Verification." A verbal statement must be collected from a third party responsible for documenting this type of income information (example: TANF/Public assistance could be collected via verbal statement from DSHS). A verbal statement must be documented by a written attestation from a case manager or staff person responsible for collecting the statement. The staff person should record the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).

Self-Attestation: Types of income for which self-attestation is allowable are indicated in the table below with an X in the box named "Self-Attestation." Self-attestation should be used only when all other attempts at collecting other forms of documentation have been exhausted. Self-attestation is documented as a signed and dated written statement by the client that includes:

- ✓ Sources of income
- ✓ Income amount
- ✓ Frequency of income

A case manager or staff person must also provide a written statement documenting attempts to obtain other forms of verification and justification for using the self-attestation method.

Type of Income	Preferred Documentation	If preferred documentation is not available, the following are acceptable forms of documentation:		
		Written Verification	Verbal Verification	Self-Attestation
No Income		X	X	X
Wages and Salary Income	Copy of most recent pay stub(s).	X		X
Self-Employment and Business Income	Copy of most recent federal and state tax return, profit and loss report from applicant's accounting system, or bank statement.	X		X
Interest and Dividend Income	Copy of most recent interest or dividend income statement **OR** most recent federal and state tax return.	X		X
Pension/Retirement Income	Copy of most recent payment statement, benefit notice from Social Security, pension provider or other source.	X	X	X
Unemployment and Disability Income	Copy of most recent payment statement or benefit notice	X	X	
TANF/Public Assistance	Copy of most recent payment statement, benefit notice, or Department of Social and Health Services (DSHS) Benefits Verification System (BVS).	X	X	
Alimony, Child Support, Foster Care Payments	Copy of most recent payment statement, notices, or orders.	X	X	X
Armed Forces Income	Copy of pay stubs, payment statement, or other government issued statement indicating income amount.	X	X	X
Student Financial Aid	Copy of student financial assistance award letter or other educational institution issued statement indicating amounts.	X	X	

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT – H
DATA USE, SECURITY, HIPAA AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Exhibit:

1.1 **"Authorized User"** means an Individual or Individuals with an authorized business need to access HCA's Confidential Information under this Contract.

1.2 **"Breach"** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.

1.3 **"Business Associate"** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of GCBH, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

1.4 **Business Associate Agreement"** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

1.5 **"Covered Entity"** means GCBH, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by tis health care components.

1.6 **"Data"** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Exhibit, Data means the same as "Confidential Information."

1.7 **"Designated Record Set"** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

1.8 **"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

1.9 **"Electronic Protected Health Information (ePHI)"** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

1.10 **"Hardened Password"** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

1.10.1 Passwords for external authentication must be a minimum of 10 characters long.

1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.

1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

1.11 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.

1.12 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

1.13 **"Medicare Data Use Requirements"** refers to the documents attached and incorporated into this Exhibit as Schedules 1, 2, and 3 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.

1.14 **"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

1.15 **"Portable/Removable Media"** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

1.16 **"Portable/Removable Devices"** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

1.17 **"PRISM"** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.

1.18 **"Protected Health Information"** or "PHI" has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to Individuals.

1.19 **"ProviderOne"** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.

1.20 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

1.21 **"Tracking"** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

1.22 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.

1.23 **"Transport"** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

1.24 **"Trusted System(s)"** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

1.25 **"U.S.C."** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at http://uscode.house.gov/

1.26 **"Unique User ID"** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

1.27 **"Use"** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 Purpose

3.1 This Exhibit E covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract.

4 Constraints on Use of Data

4.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without GCBH's prior written consent. Any ad hoc analyses or other use or reporting of PRISM Data is not permitted without DSHS's and GCBH's prior written consent.

4.1.1 Data shared under this DSA includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Party 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.

4.2 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

4.3 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

4.3.1 Contractor must identify:

4.3.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

4.3.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

4.3.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

4.3.5 **Access via remote terminal/workstation.** Data accessed and used interactively over the Internet. Access to the data will be controlled by GCBH staff who will issue authentication credentials (e.g. a unique use ID and complex password) to authorized contractor staff. Contractor will notify GCBH IS staff on the same day an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perfo0rm work for this Agreement.

4.4 For all Data, including claims data, shared outside of Contractor's system for research or data analytics not conducted on behalf of GCBH, Contractor must provide GCBH with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and GCBH data governance initiatives. Contractor will provide notice to karenr@gcbh.org and jenniferd@gcbh.org Notice will include:

4.4.1 The party/ies the Data will be shared with;

4.4.2 The purpose of the sharing; and

4.4.3 A description of the types of Data involved, including specific data elements to be shared.

4.5 Contractor must provide a monthly report of all Data regarding Enrollees, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to GCBH.

5 Security of Data

5.1 Data Protection

5.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that GCBH has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

5.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

5.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

5.2 Data Security Standards

5.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.2.2 Data Transmitting

5.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

5.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

5.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

5.2.3.1 Data at Rest:

5.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5.2.3.2 Data stored on Portable/Removable Media or Devices

5.2.3.2.1 Confidential Information provided by GCBH on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

5.2.3.2.2 GCBH's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

4.2.3.2.2.1 Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

4.2.3.2.2.2 Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

4.2.3.2.2.3 Keeping devices in locked storage when not in use;

4.2.3.2.2.4 Using check-in/check-out procedures when devices are shared;

4.2.3.2.2.5 Maintaining an inventory of devices; and

4.2.3.2.2.6 Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

5.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

5.2.4 Data Segregation

5.2.4.1 GCBH Data received under GCBH must be segregated or otherwise distinguishable from non-GCBH of GCBH's Data can be identified for return or destruction. It also aids in determining whether GCBH's Data has or may have been compromised in the event of a security breach.

GCBH's Data must be kept in one of the following ways:

5.2.4.1.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only GCBH Data;

5.2.4.1.2 In a logical container on electronic media, such as a partition or folder dedicated to GCBH's Data;

5.2.4.1.3 In a database that contains only GCBH Data;

5.2.4.1.4 Within a database – GCBH data must be distinguishable from non-GCBH Data by the value of a specific field or fields within database records;

5.2.4.1.5 Physically segregated from non-GCBH Data in a drawer, folder, or other container when stored as physical paper documents.

5.2.4.2 When it is not feasible or practical to segregate GCBH's Data from non-GCBH data, both GCBH's Data and the non-GCBH data with which it is commingled must be protected as described in this Exhibit.

5.3 Data Disposition

5.3.1 Upon request by GCBH, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to GCBH or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.

5.3.2 Media are to be destroyed using a method documented within NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).

5.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 5.2.3, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Data Stored on:	**Will be destroyed by:**
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks	Using a "wipe' utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6 Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality.

6.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

6.1.1.1 as provided by law; or

6.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2 Non-Disclosure of Data

6.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Exhibit before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Exhibit before they gain access to the Data.

6.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to GCBH upon request.

6.3 Penalties for Unauthorized Disclosure of Data

6.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

6.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

7 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Exhibit in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to GCBH for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor.

8 Data Breach Notification

8.1 The Breach or potential compromise of Data must be reported to the GCBH HIPAA Privacy and Security Officer at **codyn@gcbh.org** and to the BH-ASO Contract Manager at **karenr@gcbh.org** and **jenniferd@gcbh.org** within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

8.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

8.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

8.1.3 A description of the types of PHI involved;

8.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

8.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and

8.1.6 Any other information GCBH reasonably requests.

8.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or GCBH including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

8.3 The Contractor must notify GCBH in writing, as described above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.

8.4 At GCBH's request, the Contractor will provide draft Individual notification to GCBH at least five (5) business days prior to notification, and allow GCBH an opportunity to review and comment on the notifications.

8.5 At HCA's request, the Contractor will coordinate its investigation and notifications with GCBH and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

9 HIPAA Compliance

This section of the Exhibit is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of HCA as defined in the HIPAA Rules.

9.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 8, is:

Greater Columbia Behaviror Health, LLC BH-ASO
Cody Nesbitt
101 N. Edison St
Kennewick, WA 99336
Telephone: (509) 737-2454
Email: codyn@gcbh.org

9.2 Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

8.2.1 Annual attestation for staff training is required and must be submitted to GCBH by Jan 31st.

9.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:

9.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.

9.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).

9.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.

9.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

9.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to GCBH approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.

9.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by GCBH, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

9.3.7 Failure to Cure. If GCBH learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Exhibit and reasonable steps by the Contractor do not end the violation, GCBH may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.

9.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by GCBH, if GCBH determines Contractor has violated a material term of this Business Associate Agreement. GCBH may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

9.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of GCBH, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.

9.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from GCBH, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of GCBH, Contractor must:

9.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

9.3.10.2 Return to GCBH or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;

9.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

9.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions section out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

9.3.10.5 Return to GCBH or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

9.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

9.4 Individual Rights.

9.4.1 Accounting of Disclosures.

9.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

9.4.1.2 Within ten (10) business days of a request from GCBH, Contractor will make available to GCBH the information in Contractor's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

9.4.1.3 At the request of GCBH or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

9.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

9.4.2 Access.

9.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

9.4.2.2 When the request is made by the Individual to the Contractor or if GCBH ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by GCBH, the Contractor will provide the records to GCBH within ten (10) business days.

9.4.3 Amendment.

9.4.3.1 If GCBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and GCBH has previously provided the PHI or record that is the subject of the amendment to Contractor, then GCBH will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.

9.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by GCBH or as necessary to satisfy GCBH's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.

9.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).

9.6 Obligations. To the extent the Contractor is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to GCBH in the performance of such obligation(s).

9.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

9.8 Miscellaneous Provisions.

8.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

8.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

10 Inspection

9.1 GCBH reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All GCBH representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

11 Indemnification

10.1 The Contractor must indemnify and hold GCBH and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

11. TERMS AND CONDITIONS

11.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT - R
QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization/Business Associate Agreement (QSO/BAA) is entered into by and between Greater Columbia Behavioral Health (GCBH) (Covered Entity or Business Associate) and the Contractor (Covered Entity or Business Associate), each a Party to the Agreement whereby GCBH agrees to provide Contractor access to the GCBH Provider Portal, CIS system, Raintree system, and authorization system and Contractor agrees to provide necessary data for the purposes of training and/or testing in preparation for the integration of behavioral health services as well as any information needed for the provision and/or payment of behavioral health services under this Agreement.

WHEREAS, the Parties have engaged or intend to engage in one or more Agreements which may require the Use of discloser of PHI in performance of services described in such Agreement(s) on behalf of the Covered Entity;

WHEREAS, each Party shall serve the role of Covered Entity when disclosing protected health information and the role of Business Associate when receiving protected health information;

WHEREAS, the Parties are committed to complying with 42 FCR Part 2, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder; and

WHEREAS, this QSO/BAA, in conjunction with 42 CFR Part 2 and HIPAA Rules, sets forth the terms and conditions pursuant to which protected health information (in any format) that is created, received, maintained or transmitted by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Agreement(s) and after it termination.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided for in the QSO/BAA, terms used in this WSOS/BAA shall have the same meanings as set forth in 42 CFR Part 2 and HIPAA Rules including, but not limited to the following: "Availability", "Confidentiality", "Data Aggregation", "Designated Record Set", "Health Care Operations", "Integrity", "Minimum Necessary", "Notice of Privacy Practices", "Required by Law", "Secretary", and "Subcontract".
   Specific definitions are as follows:

   1.1 **Business Associate,** as used in this Agreement, means the "Contractor" and generally has the same meaning as the term "business associate" in 45 CFR 160.103. Any reference to Business Associate in this Agreement includes the Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

   1.2 **Business Associate Agreement** means this Agreement and includes the Business Associate provisions required by the U.S. department of

Health and Human Services, Office for Civil Rights.

1.3 **Breach** means the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

1.4 **Covered Entity** means GCBH, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

1.5 **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

1.6 **Electronic Protected Health Information (EPHI)** means Protect Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

1.7 **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

1.8 **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

1.9 **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 **Minimum Necessary** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

1.11 **Protected Health Information (PHI)** means Individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual (45 CFR 160.103). PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual (45 CFR 160.103). PHI is information transmitted or held in any form or medium and includes EPHI (45 CFR 160.103). PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

1.12 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

1.13 **Subcontractor** means a Business Associate that creates, received, maintains, or transmits Protect Health Information on behalf of another Business Associate. Use includes the sharing, employment, application, utilization, examination, or analysis, or PHI within an entity that maintains such information.

1.14 **Term.** The term of this QSO/BAA shall coincide with the term of this Program Agreement it is attached to, or on the date either Party terminates for cause as defined below.

1.15 **Effect**. This QSO/BAA supersedes any prior QSO/BAA between the Parties and those portions of any Agreement between the Parties that involve the discloser of PHI by the Covered Entity to the Business Associate. To the extent any conflict or inconsistency between this QSO/BAA and the terms and conditions of any Agreements exists, the terms of this QSO/BAA shall prevail.

1.16 **Compliance**. Business Associate shall perform all Agreement duties, activities and tasks in compliance with 423 CFR Part 2, HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

1.17 **Use and Disclosure of PHI**. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

1.17.1 Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use of disclosure of PHI other than as provided for in this Agreement or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement.

1.17.2 The Parties acknowledge that in receiving transmitting, transporting, storing, processing or otherwise dealing with any information received from the other Party identifying or otherwise relating to the patients of the Contractor, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and HIPAA 45 CFR Parts 142, 160, 162 and 164.

1.17.3 Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary Standard to any Use or disclosure of PHI necessary to achieve the purposes of this Agreement. See 45 CFR 164.514 (d)(2) through (d)(5).

1.17.4 Disclosure as Part of the Provision of Services. Business Associate shall only use or disclose PHI as necessary to perform the services specified in this Agreement or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually identifiable health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

1.17.5 Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

1.17.6 Discloser for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

1.17.7 Impermissible Use or Disclosure of PHI. Business Associate shall report to GCBH in writing all Uses or disclosures of PHI not provided for by this Agreement within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required by 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by GCBH, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

1.17.8 Failure to Cure. If either party leans of a pattern or practice of the other Party that constitutes a violation of the Business Associate's obligations under the terms of this Agreement and reasonable steps by the Party do not end the violation either Party may terminate this Agreement, if feasible. In addition, if Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their Agreement and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

1.17.9 Termination for Cause. Either Party may authorize immediate termination of this Agreement if either Party determines that the other Party has violated a material term of this QSO/BAA. Either

Party may, at its sole discretion, offer the other Party an opportunity to cure a violation of this QSO/BAA before exercising a termination for cause.

1.17.10 Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, record, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of GCBH, DSHS, to the Secretary of DHHS, to DSHS and HCA for use in determining compliance with HIPAA privacy requirements.

1.2 Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from GCBH, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of GCBH, Business Associate shall:

1.2.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

1.2.2 return to GCBH or destroy the remaining PHI that the Business Associate or any Subcontractors sill maintain in any form;

1.2.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than a provided for in this Agreement, for as long as Business Associate or any Subcontractors retain the PHI;

1.2.4 Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Agreement which applied prior to termination; and

1.2.5 Return to GCBH or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

1.3 **Survival.** The obligations of the Business Associate under section 5.10 shall survive the termination or expiration of this Agreement and shall remain in force as long as the Business Associate stores or maintains PHI in any form or format (including archival data). Termination of the QSO/BAA shall not affect any of the provision of this QSO/BAA, by working or nature, are intended to remain effective and to continue in operation.

2. Individual Rights

2.1 Accounting of Disclosures.

2.1.1 Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

2.1.2 Within ten (10) business days of a request from GCBH, Business Associate shall make available to GCBH the information in Business Associate's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(2)(ii)(G) and 164.528(b)(1).

2.1.3 At the request of GCBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

2.1.4 Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

2.2 Access.

2.2.1 Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

2.2.2 When the request is made by the Individual to the Business Associate or if GCBH asks the Business Associate to respond to the request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by GCBH, the Business Associate shall provide the records to GCBH with ten (10) business days.

2.3 Amendment. Either Party may amend this QSO/BAA to maintain consistency and/or compliance with any State or Federal law, policy, directive, regulation or government sponsored program requirement, upon forty-five (45) business days' notice to the other Party unless a shorter timeframe is necessary for compliance. Either Party my otherwise materially amend this QSO/BAA only after forty-five (45) business days' prior written notice to the other Party and only if mutually agreed to by the parties as evidenced by the amendment being executed by each party hereto. If the Parties fail to execute a mutually agreeable amendment within forty-five (45) days of the notice, either Party shall have the right to immediately terminate this QSO/BAA and any Agreement(s) between the Parties which may require the Business Associate's use or disclosure of PHI in performance of services described in such Agreement(s) on behalf of the Covered Entity.

3. Subcontracts and other Third Party Agreements:

3.1 In accordance with 42 CFR Part 2 and 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written Agreement that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Agreement with respect to such PHI. The same provisions must also be included in any Agreement(s) by a Business Associate's Subcontractor with its own business associates as required by 42 CFR Part 2 and 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

4. Obligations:

4.1 To the extent the Business Associate is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to GCBH in the performance of such obligation(s).

5. Liability:

5.1 Within ten (10) business days, Business Associate must notify GCBH of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of 45 CFR Part 2 and/or the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

6. Breach Notification:

6.1 In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from GCBH or involving GCBH Individuals, Business Associate will take all measures required by state or federal law.

6.2 Business Associate will notify the GCBH HIPPA Office within five (5) business days by email or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Agreement or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health information a defined in 45 CFR 164.402 (Definitions).

6.3 Business Associate will notify the GCBH HIPAA Office with five (5) business days by email or by telephone, of any potential Breach of security or privacy of PHI by the Business Associate or tis Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faced or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-

mail of the Individual who is responsible as the primary point of contact. Business Associate will address communications to the GCBH HIPAA Office. Business Associate will coordinate and cooperate with GCBH to provide a copy of its investigation and other information requested by GCBH, including advance copies of any notifications required for GCBH review before dissemination and verification of the dates notifications were sent.

6.4 If either Party determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from GCBH or involving GCBH Individuals, the following must occur:

6.4.1 Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or request for additional information;

6.4.2 Requiring notification of the media under 45 CFR 164.406 (Notification to the media), Business Associate bears the responsibility and cost for notifying the media and receiving and responding to media questions or request for additional information;

6.4.3 requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR 164.408 (notification to the Secretary), Business Associate bears the responsibility and cost for notifying the Secretary and receiving and responding to media questions or request for additional information; and

6.4.4 Either Party will take appropriate remedial measures up to termination of this Agreement.

7. Miscellaneous Provisions.

7.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended.

7.2 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with 42 CFR Part 2 and the HIPAA Rules.

7.3 Indemnification. In addition to any indemnities set forth in this Agreement, each Party will indemnify and defend the other party from and against any and all claims, losses, damages, expensed or other liabilities, including reasonable attorney's fees, incurred as a result of any breach by such Party of any representation, warranty, covenant, Agreement or other obligation expressly contained herein by such Party, its employees, agents, Subcontractors or other representatives.

7.4 No third Party Beneficiaries. Nothing express or implied in this QSO/BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

7.5 Governing Law and Venue. This QSO/BAA shall be governed by Washington law notwithstanding any conflicts of law provisions to the contrary. Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

8. TERMS AND CONDITIONS

8.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT - S
SERVICE AREA MATRIX

GREATER COLUMBIA BH-ASO COUNTIES
ASOTIN
BENTON
COLUMBIA
FRANKLIN
GARFIELD
KITTITAS
WALLA WALLA
WHITMAN
YAKIMA

BH-	ASO
COWLITZ	Great Rivers
GRAYS HARBOR	Great Rivers
LEWIS	Great Rivers
PACIFIC	Great Rivers
WAHKIAKUM	Great Rivers
BH-	**ASO**
KING	King
BH-	**ASO**
CHELAN	NCWA - Beacon
DOUGLAS	NCWA - Beacon
GRANT	NCWA - Beacon
OKANOGAN	NCWA - Beacon
BH-	**ASO**
ISLAND	North Sound
SAN JUAN	North Sound
SKAGIT	North Sound
SNOHOMISH	North Sound
WHATCOM	North Sound

BH-	ASO
PIERCE	Pierce - Beacon
BH-	**ASO**
CLALLAM	Salish
JEFFERSON	Salish
KITSAP	Salish
BH-	**ASO**
ADAMS	Spokane
FERRY	Spokane
LINCOLN	Spokane
PEND OREILLE	Spokane
SPOKANE	Spokane
STEVENS	Spokane
BH-	**ASO**
CLARK	SWWA - Beacon
KLICKITAT	SWWA - Beacon
SKAMANIA	SWWA - Beacon
BH-	**ASO**
MASON	Thurston-Mason
THURSTON	Thurston-Mason

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT – U-1
Statement of Work - CBRA

Contractor (Benton County Department of Health Services) agrees to provide services as stipulated in the attached agreement and Exhibit(s), and any amendments for the following counties located in the GCBH ASO Regional Service Area (RSA):

Benton/Franklin Counties - Benton County Department of Human Services

Community Behavioral Health Rental Assistance Program (CBRA)

Funding Allocation will be determined by GCBH, LLC and incorporated in the agreement.

Grant Number: CBRA-BCDHS-23-00

Behavioral Health Services Community Behavioral Health Rental Assistance (CBRA)

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

Chair Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for Canine Shelter from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Joshua Castilleja

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 Canine Shelter office has requested to purchase one laptop, one dock, and two monitors. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,365 excluding WSST.**

Fund: **Approved Canine Shelter 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors in an amount not to exceed $3,365 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 24-INCH MONITORS FOR THE CANINE SHELTER FROM DELL INC.

WHEREAS, the Canine Shelter Department has made a request to purchase one laptop, one dock, and two monitors for office staff use; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **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 Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for the Canine Shelter office in an amount not to exceed $3,365 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 26 day of July , 2022

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, Canine Shelter

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000125877431.1**	Sales Rep	Charles Anglin
Total	**$3,364.56**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Jul. 06, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Jul. 31, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$231.03**	**2**	**$462.06**
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**
Dell Thunderbolt 4 Dock- WD22TB4	**$364.04**	**1**	**$364.04**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$3,095.30**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$3,095.30**
Estimated Tax:	**$269.26**
Total:	**$3,364.56**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	**$231.03**	**2**	**$462.06**

Estimated delivery if purchased today:
Jul. 14, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

		Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

Estimated delivery if purchased today:
Aug. 12, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$364.04**	**1**	**$364.04**

Estimated delivery if purchased today:
Aug. 18, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	1	-
Advanced Exchange Service, 3 Years	872-8550	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-

Subtotal:	**$3,095.30**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$269.26**
Total:	**$3,364.56**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/19/22 BC 07/26/22
Subject:	Food Services Contract Amendment No 2 with Aramark Correctional Service, LLC
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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 purpose of this Food Services Contract Amendment No. 2 is to amend Article I, Section 1.3 ("Term of the Contract") to extend the Contract for an additional one-year period, from July 1, 2022 to June 30, 2023, amend Article 6 Section 6.1 ("Fixed Price Per Meal") to update and replace in its entirety Attachment G to be consistent with the Consumer Price Index, and amend Article 7 Section 7.11 ("Notice").

The term of Amendment No. 2 will commence July 1, 2022 and shall expire June 30, 2023. The Amendment is backdated to July 1, 2022, so that services are not interrupted. The delay in execution is as a result of negotiations of "Fixed Price Per Meal" due to Aramark's inflationary increases, both in product and labor.

The Interim Juvenile Court Administrator recommends amending the Food Services Contract with Aramark Correctional Services, LLC.

Fiscal Impact

The do not exceed will remain as $430,000.00. The food service expenditures are to be paid out of the current Juvenile Operations Department #171 budget. No supplement required.

Recommendation

The Interim Juvenile Court Administrator recommends amending the Food Services Contract to Aramark Correctional Services, LLC for the period of July 1, 2022 through June 30, 2023.

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 OF THE REQUEST FOR SIGNATURE FROM THE CHAIR OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICE CONTRACT AMENDMENT NO. 2 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, LLC; APPROVED BY BENTON COUNTY RES. NO 2020 520 AND FRANKLIN COUNTY RES. NO. 2020 155

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Aramark Correctional Services, LLC for detention food services; and

WHEREAS, Aramark Correctional Services, LLC continues to provide food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit; and

WHEREAS, the purpose of this Food Service Contract Amendment No. 2 is to amend Article I, Section 1.3. ("Term of the Contract") to extend the Contract for an additional one-year period, from July 1, 2022 to June 30, 2023, amend Article 6 Section 6.1 ("Fixed Price Per Meal") to update and replace in its entirety Attachment G to be consistent with the Consumer Price Index, and amend Article 7 Section 7.11 ("Notice"); **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Food Service Contract Amendment No. 2 between Benton-Franklin Counties Juvenile Justice Center and Aramark Correctional Services, LLC for the same consideration amount of $430,000.00 including W.S.S.T.; and

BE IT FURTHER RESOLVED, that the term of the Food Services Contract Amendment No. 2 shall commence on July 1, 2022 and shall expire on June 30, 2023.

DATED this_____ day of _____ 2022

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 _____ 2022

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-ARAMARK, 1-Juvenile R. Garcia

JUDGES
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

DAVID WHEELER, Interim 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

DARIN R. CAMPBELL
ARTHUR D. KLYM
DIANA N. RUFF
Court Commissioners

FOOD SERVICE CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "SPONSOR"), and Aramark Correctional Services, LLC., with its principal offices located at the Aramark Tower, 2400 Market Street, Philadelphia, PA 19103 (hereinafter referred to as "FSMC").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2020 520 and executed on August 4, 2020 and Franklin County Resolution No. 2020 155 and executed on July 21, 2020 (as amended, the "Contract), the parties agree to amend the Contract as follows:

1. Article 1 Section 1.3 ("Term of the Contract") of the Contract, shall be amended in its entirety, and shall read:

   1.3 In accordance with Article 1 of the Contract ("Term of the Contract"), the parties agree to extend the Contract for an additional one-year period, from **July 1, 2022 to June 30, 2023**. The contract is subject to <u>two (2)</u> additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [*7 CFR 210.16(d)*]. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. Article 6 Section 6.1 ("Fixed Price Per Meal") is deleted and replaced by the following:

   <u>Fixed Price Per Meal</u>. The SPONSOR and the FSMC have mutually agreed upon the per meal charge on each invoice shall reflect no more than the per meal cost scale per Attachment G.

   The SPONSOR will not pay for unconsumed meals prepared in excess of the counts provided by Master Control.

   Per snack charge on each invoice shall reflect no more than $.535 (fifty-three and one half cents) per snack. (7 CFR 210.16(c))

Special catering functions, staff coffee service, medical purchases and other auxiliary food services requested of the FSMC in advance by the Counties may be provided by the FSMC and billed to the SPONSOR at a price agreed upon prior to each requested function.

The SPONSOR will not pay for any meals that are spoiled, nor will the SPONSOR pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away From Home for the 12-month period ending March of the current contract year.

3. Article 7 Section 7.11 ("Notice") of the Contract, shall be amended in its entirety, and shall read:

7.11 Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the SPONSOR:
David Wheeler, Interim Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
(509) 737-2745
David.Wheeler@co.benton.wa.us

Notices to the FSMC:
Tim Barttrum, President
2400 Market St.
Philadelphia, PA 19103
Barttrum-Tim@Aramark.com

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

The term of this contract amendment is effective July 1, 2022.

Except as expressly provided in this Contract Amendment No. 2, all other terms and conditions of the original Contract remain in full force and effect.

ARAMARK Correctional Services, LLC.	Benton Franklin Counties Juvenile Justice Center
DocuSigned by: E325A091E1A0425... 6/28/2022	7/5/2022
~~Michael Sannoo~~ Stephen Yarsinsky Date Vice President Finance	David Wheeler Date Interim Juvenile Court Administrator
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form: 06/24/22	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: Chair Board of Commissioners _____	By: _____ Name: _____ Title: Chair, Board of Commissioners
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board:

Attachment G

Fixed Price Per Meal
Benton County Juvenile Justice Center
Effective July 1, 2022 through June 30, 2023

Number of Meals Served Including Youth and Staff			Fixed Price per Meal (Including 6.91% CPI - March 2021 to March
1	To	29	$5.532
30	To	34	$5.409
35	To	39	$4.862
40	To	44	$4.454
45	To	49	$4.135
50	To	54	$3.881
55	To	59	$3.673
60	To	64	$3.499

ATTACHMENT A: SUSPENSION AND DEBARMENT CERTIFICATION
[Local Educational Agency]

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds $25,000.

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Aramark Correctional Services, LLC

Business **Name**

Stephen Yarsinsky, Vice President, Finance

Names(s) and Title(s) of Authorized Representative(s)

DocuSigned by:

6/28/2022

Signature(s) E325A091E1A0425... Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective primary participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Proposed 4/15
Implemented: 9/15
Revised: 8/16,4/18,4/2020,2/2021, 3/2022,6/2022

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Maximum 30% Fat, 10% Saturated Fat, & 4,000 mg Sodium
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 1

Meal Name: Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
T. Ham 1 ozw	Apple Jelly 1 packet	Hard Cooked Egg 1 each	T. Ham 1 ozw	Whole Wheat Bread 2 slice	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Cheese 1/2 ozw	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Cheese 1/2 ozw	Apple Jelly 1 packet	Whole Grain Bagel 1 each	Grape Jelly 1 packet
Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	Grape Jelly 1 packet	Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each			
Pepper 1 packet		Pepper 1 packet				

Meal Name: Lunch

Sloppy Joe LS (3 oz)~ 4 ozw	T. Hot Dogs (1.5 oz each) 2 each	Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	Peanut Butter 4 tablespoon	Whole Grain Rotini & Alfredo Sauce (2.25 MMA)~ 10 ozw	Chili con Carne w/ Beans (2 oz)~ 10 ozw	Sloppy Joe LS (3 oz)~ 4 ozw
Whole Wheat Bread 2 slice	Chopped Onion 4 tablespoon	Broccoli LF 1/2 cup	Grape Jelly 2 packet	Peas & Carrots LF 1 cup	Whole Grain Brown Rice LF 1/2 cup	Whole Wheat Bread 2 slice
Potato Salad LF 1/2 cup	Mustard 2 packet	Romaine Garden Salad 1 cup	Whole Wheat Bread 4 slice	Garlic Whole Wheat Bread LF 1 slice	Corn LF 1/2 cup	BBQ Pinto Beans LS 1/2 cup
Carrots LF 1/2 cup	Whole Wheat Bread 2 slice	Italian Dressing 1/3 fl oz	Carrots LF 1/2 cup	Applesauce 1 cup	Romaine Garden Salad 1 cup	Coleslaw Vinaigrette 1/2 cup
Apple 1 each	Cajun Potatoes LF 1/2 cup	Garlic Whole Wheat Bread LF 1 slice	Creamy Coleslaw LF 1/2 cup	Milk-Student Choice (Half Pint) 1 each	Italian Dressing 1/3 fl oz	Apple 1 each
Milk-Student Choice (Half Pint) 1 each	Coleslaw Vinaigrette 1/2 cup	Apple 1 each	Fresh Fruit (113 count) 1 each	Pepper 1 packet	Whole Wheat Bread 1 slice	Milk-Student Choice (Half Pint) 1 each
Pepper 1 packet	Fresh Fruit (113 count) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each		Peaches (canned) 1 cup	Pepper 1 packet
	100% Apple Juice (4 oz) 1 each	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	
	Milk-Student Choice (Half Pint) 1 each		Pepper 1 packet		Pepper 1 packet	
	Pepper 1 packet					

Meal Name: Dinner

Roast Turkey 3 ozw	Southwest Burrito Filling (2 oz)~ 12 ozw	T. Ham 3 ozw	Charbroiled Patty (3 ozw) 1 patty	Baked Meatloaf (3 ozw each) 1 patty	Savory Stroganoff (2 oz)~ 10 ozw	Macaroni & Cheese Casserole (2 oz)~ 12 ozw
Gravy LS 3 fl oz	Enchilada Sauce 3 fl oz	Brown Sugar Glaze 2 fl oz	Cheese 1/2 ozw	Gravy LS 3 fl oz	Cajun Potatoes 1 cup	Garden Salad 1/2 cup
Rotini 1 1/2 cup	Rice 1 1/2 cup	AuGratin Potatoes 1 cup	Whole Wheat Bread 2 slice	Macaroni 1 cup	Coleslaw Vinaigrette 3/4 cup	French Dressing LF 1/2 fl oz
Mixed Vegetables 1/2 cup	Garden Salad 1/2 cup	Green Beans 1/2 cup	Ketchup & Mustard Packets 1 each	Broccoli 1/2 cup	Sweet Cornbread 1/54 cut	Corn 1/2 cup
Whole Wheat Bread 2 slice	Ranch Salad Dressing 1/2 fl oz	Fresh Baked Roll (2 ozw) 1 each	Rice O'Brien 1 cup	Fresh Baked Roll (2 ozw) 1 each	Frosted Brownie 1/54 cut	Whole Wheat Bread 2 slice
Iced Yellow Cake 1/54 cut	Flour Tortilla (6") 2 each	Frosted Brownie 1/54 cut	Coleslaw Vinaigrette 3/4 cup	Duplex Sandwich Cookies 2 each	Fruit Drink w/ Vitamin C 1 cup	Iced Yellow Cake 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Frosted Pink Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Iced White Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet		Pepper 1 packet
	Pepper 1 packet		Pepper 1 packet			

Meal Name: Evening Snack

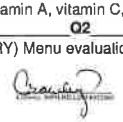
1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Whole Wheat Bread 2 slice	Fresh Fruit (113 count) 1 each	Whole Wheat Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	Coffeecake (1/54 2 @) 1/27 cut	Fresh Fruit (113 count) 1 each
Peanut Butter 2 tablespoon		T. Bologna 2 ozw			Grape Jelly 2 packet	
Apple Jelly 2 packet		Mustard 1 packet				

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.

NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

FLM QUARTERLY MENU REVIEW (Initial/date) Q1_____ Q2_____ Q3_____ Q4_____

In accordance with ACA Standard (Ref. 4-4316) (MANDATORY) Menu evaluations are conducted at least quarterly by food service supervisory staff to verify adherence to the established daily servings.

Reviewed 6/2022 **Aramark Dietitian's Signature:**  **Client's Signature:** **Date:** 6/16/2022 **FLM Signature:** _____ **Date:** _____

Proposed 4/15
Implemented: 9/15
Revised: 8/16,4/18,4/2020,2/2021,
3/2022,6/2022

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Maximum 30% Fat, 10% Saturated Fat, & 4,000 mg Sodium
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 2

Meal Name: Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
T. Ham 1 ozw	Apple Jelly 1 packet	Hard Cooked Egg 1 each	T. Ham 1 ozw	Whole Wheat Bread 2 slice	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Cheese 1/2 ozw	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Cheese 1/2 ozw	Apple Jelly 1 packet	Whole Grain Bagel 1 each	Grape Jelly 1 packet
Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	Grape Jelly 1 packet	Whole Wheat Bread 1 slice	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each			
Pepper 1 packet		Pepper 1 packet				

Meal Name: Lunch

Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	Whole Grain Mac & Cheese Casserole (2.5 MMA)~ 8 ozw	Peanut Butter 4 tablespoon	Turkey 4 ozw	Whole Grain Rotini & Alfredo Sauce (2.25 MMA)~ 10 ozw	T. Hot Dogs (1.5 oz each) 2 each	T. Ham 4 ozw
Green Beans LF 1/2 cup	Peas LF 1/2 cup	Apple Jelly 2 packet	Tomatoes Chopped, Sliced, or Diced 1/2 ozw	Broccoli LF 1/2 cup	Chopped Onion 4 tablespoon	Mustard 1 packet
Romaine Garden Salad 1 cup	Carrots LF 1/2 cup	Whole Wheat Bread 4 slice	Shredded Lettuce 1/4 cup	Romaine Garden Salad 1 cup	Ketchup & Mustard Packets 1 each	Shredded Lettuce 1/4 cup
Italian Dressing 1/3 fl oz	Whole Wheat Bread 1 slice	Scalloped Potatoes LF 1/2 cup	Mayo Dressing & Mustard Packets 1 each	French Dressing LF 1/3 fl oz	Whole Wheat Bread 2 slice	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Fresh Fruit (113 count) 1 each	Coleslaw Vinaigrette 1/2 cup	Whole Wheat Bread 2 slice	Whole Wheat Bread 1 slice	Paprika Potatoes LF 1 cup	Parsley Potatoes LF 1 cup
Apple 1 each	100% Apple Juice (4 oz) 1 each	Apple 1 each	Carrots LF 1/2 cup	Apple 1 each	Romaine Garden Salad 1 cup	Green Beans LF 1/2 cup
Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Baked Beans 1/2 cup	Milk-Student Choice (Half Pint) 1 each	Italian Dressing 1/3 fl oz	Applesauce 1 cup
Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Peaches (canned) 1 cup	Pepper 1 packet	Apple 1 each	Milk-Student Choice (Half Pint) 1 each
			Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet
			Pepper 1 packet		Pepper 1 packet	

Meal Name: Dinner

Baked Meatloaf (3 ozw each) 1 patty	Crispy Chicken Patty (3 ozw each) 1 patty	Meatballs (1/2 oz each) 6 each	Seasoned Garlic & Parsley LS Poultry for Diets~ 3 ozw	Southwest Burrito Filling (2 oz)~ 12 ozw	Cheesy Broccoli Noodle Casserole (2 oz)~ 12 ozw	Sloppy Giuseppe (2 oz)~ 3 ozw
Gravy LS 3 fl oz	Corn 1/2 cup	Italian Tomato Sauce LS 3 fl oz	Cheese 1/2 ozw	Cheese Sauce 1 fl oz	Garden Salad 1/2 cup	Cheese 1/2 ozw
Parsley Potatoes 1 1/2 cup	Oven Browned Potatoes 3/4 cup	Rotini 1 1/2 cup	Whole Wheat Bread 2 slice	Spanish Rice 1 1/2 cup	Italian Dressing 1/2 fl oz	Whole Wheat Bread 2 slice
Mixed Vegetables 1/2 cup	Whole Wheat Bread 2 slice	Garden Salad 1/2 cup	Ketchup & Mustard Packets 1 each	Corn 1/2 cup	Green Beans 1/2 cup	Corn 1/2 cup
Fresh Baked Garlic Roll (1 ozw) 1 each	Vanilla Frosted White Cake 1/54 cut	Italian Dressing 1/2 fl oz	Cottage Fries 1 1/2 cup	Shredded Lettuce 1/2 cup	Fresh Baked Garlic Roll (1 ozw) 1 each	Coleslaw Vinaigrette 1/2 cup
Iced White Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Garlic Whole Wheat Bread 2 slice	Kettle Blend Mixed Vegetables 1/2 cup	Flour Tortilla (6") 2 each	Iced White Cake 1/54 cut	Frosted Brownie 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Duplex Sandwich Cookies 2 each	Frosted Brownie 1/54 cut	Iced Yellow Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet		Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Pepper 1 packet
		Pepper 1 packet	Pepper 1 packet	Pepper 1 packet		

Meal Name: Evening Snack

1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Whole Wheat Bread 2 slice	Coffeecake (1/54 2 @) 1/27 cut	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	Corn Flakes Cereal 1 1/2 cup	Coffeecake (1/54 2 @) 1/27 cut	Whole Wheat Bread 2 slice
Peanut Butter 2 tablespoon	Apple Jelly 2 packet				Apple Jelly 2 packet	Mustard 1 packet
Grape Jelly 2 packet						T. Bologna 2 ozw

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FLM QUARTERLY MENU REVIEW (Initial/date) Q1_____**Q2**_____**Q3**_____**Q4**_____

In accordance with ACA Standard (Ref. 4-4316) (MANDATORY) Menu evaluations are conducted at least quarterly by food service supervisory staff to verify adherence to the established daily servings.

Reviewed 6/2022 **Aramark Dietitian's Signature:** **Client's Signature:** _____**Date:**_____ **FLM Signature:** _____**Date:**_____

Proposed 4/15
Implemented: 9/15
Revised: 8/16,4/18,4/2020,2/2021, 3/2022,6/2022

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Maximum 30% Fat, 10% Saturated Fat, & 4,000 mg Sodium
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 3

Meal Name: Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
T. Ham 1 ozw	Apple Jelly 1 packet	Hard Cooked Egg 1 each	T. Ham 1 ozw	Whole Wheat Bread 2 slice	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Cheese 1/2 ozw	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Cheese 1/2 ozw	Apple Jelly 1 packet	Whole Grain Bagel 1 each	Grape Jelly 1 packet
Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	Grape Jelly 1 packet	Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each			
Pepper 1 packet		Pepper 1 packet				

Meal Name: Lunch

Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	WG Grilled Turkey & Cheese (3 oz Turkey/1 oz Cheese) 1 sandwich	Tex-Mex Taco Filling LS (3 oz)~ 4 ozw	Turkey 4 ozw	Chili con Carne (2 MMA)~ 6 ozw	Peanut Butter 4 tablespoon	Chili con Carne w/ Beans (2 oz)~ 10 ozw
Romaine Garden Salad 1 cup	Potatoes Cajun LF 1/2 cup	Salsa 2 fl oz	Mustard 1 packet	Whole Grain Mac & Cheese 1 1/4 cup	Apple Jelly 2 packet	Whole Grain Brown Rice LF 1/2 cup
Italian Dressing 1/3 fl oz	Carrots LF 1/2 cup	Pinto Beans LF 1/2 cup	Whole Wheat Bread 2 slice	Baked Potato 1 each	Whole Wheat Bread 4 slice	Corn LF 1/2 cup
Green Beans LF 1/2 cup	Fresh Fruit (113 count) 1 each	Corn LF 1/2 cup	Peas & Carrots LF 1/2 cup	Cheese Sauce 1/2 fl oz	Parsley Potatoes LF 1/2 cup	Coleslaw Vinaigrette 1/2 cup
Garlic Whole Wheat Bread LF 1 slice	100% Apple Juice (4 oz) 1 each	Whole Grain Flour Tortilla (10") 1 each	Romaine Garden Salad 1 cup	Broccoli LF 1/2 cup	Carrots LF 1/2 cup	Whole Wheat Bread 1 slice
Apple 1 each	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Italian Dressing 1/3 fl oz	Apple 1 each	Peaches (canned) 1 cup	Fresh Fruit (113 count) 1 each
Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each
Pepper 1 packet		Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each
			Pepper 1 packet			Pepper 1 packet

Meal Name: Dinner

T. Ham 3 ozw	Tamale Pie~ 5 ozw	Seasoned Cajun-Style LS Poultry for Diets~ 3 ozw	Rotini & Italian Sauce (2 oz)~ 12 ozw	Meatballs (1/2 oz each) 6 each	Tex-Mex Taco Filling LS (3 oz)~ 4 ozw	Roast Turkey 3 ozw
Parsley Rotini 1 1/2 cup	BBQ Pinto Beans LS 1 cup	Cheese 1/2 ozw	Green Beans 1/2 cup	BBQ Sauce 1 fl oz	Shredded Lettuce 1/2 cup	Gravy LS 3 fl oz
Coleslaw Vinaigrette 3/4 cup	Garden Salad 1/2 cup	Whole Wheat Bread 2 slice	Garden Salad 1/2 cup	Whole Wheat Bread 2 slice	Flour Tortilla (6") 2 each	O'Brien Potatoes 1 cup
Carrots 1/2 cup	Italian Dressing 1/2 fl oz	Ketchup & Mustard Packets 1 each	Italian Dressing 1/2 fl oz	Oven Stripped Potatoes 1 cup	Salsa 2 fl oz	Garden Salad 1/2 cup
Fresh Baked Roll (2 ozw) 1 each	Sweet Cornbread 1/54 cut	Lyonnaise Potatoes 1 cup	Whole Wheat Bread 2 slice	Ketchup 1 packet	Refried Beans 1/2 cup	Italian Dressing 1/2 fl oz
Iced Yellow Cake 1/54 cut	Frosted Pink Cake 1/54 cut	Mixed Vegetables 1/2 cup	Iced Yellow Cake 1/54 cut	Corn 1/2 cup	Spanish Rice 1 cup	Whole Wheat Bread 2 slice
Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Vanilla Frosted Fudge Brownie 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Duplex Sandwich Cookies 2 each	Corn 1/2 cup	Duplex Sandwich Cookies 2 each
Pepper 1 packet	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Iced White Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup
		Pepper 1 packet		Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet
					Pepper 1 packet	

Meal Name: Evening Snack

1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Coffeecake (1/54 2 @) 1/27 cut	Whole Wheat Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	T. Salami Sandwich (WW Bread/2 oz/1 mustard PC) 1 sandwich	Whole Wheat Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	Coffeecake (1/54 2 @) 1/27 cut
Grape Jelly 2 packet	T. Bologna 2 ozw			Peanut Butter 2 tablespoon		Grape Jelly 2 packet
	Mustard 1 packet			Apple Jelly 2 packet		

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.

NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

FLM QUARTERLY MENU REVIEW (initial/date) Q1_____ Q2_____ Q3_____ Q4_____

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Proposed 4/15
Implemented: 9/15
Revised: 8/16,4/18,4/2020,2/2021, 3/2022,6/2022

BENTON JUVENILE
WASHINGTON

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Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

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Week: 4

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
T. Ham 1 ozw	Apple Jelly 1 packet	Hard Cooked Egg 1 each	T. Ham 1 ozw	Whole Wheat Bread 2 slice	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Cheese 1/2 ozw	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Cheese 1/2 ozw	Apple Jelly 1 packet	Whole Grain Bagel 1 each	Grape Jelly 1 packet
Whole Wheat Bread 1 slice	100% Orange Juice (4 oz) 1 each	Grape Jelly 1 packet	Whole Wheat Bread 1 slice	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each			
Pepper 1 packet		Pepper 1 packet				
Meal Name: Lunch						
Smoked T. Sausage (3 oz each) 1 each	Tex-Mex Taco Filling LS (3 oz)~ 4 ozw	T. Hot Dogs (1.5 oz each) 2 each	Enchilada Filling (2.5 MMA)~ 5 ozw	Whole Grain Mac & Cheese Casserole (2.5 MMA)~ 8 ozw	Savory Stroganoff LF (2.5 MMA)~ 6 ozw	T. Hot Dogs (1.5 oz each) 2 each
Mustard 1 packet	Cheese Sauce 1/2 fl oz	Chopped Onion 4 tablespoon	Whole Grain Brown Rice LF 1/2 cup	Green Beans LF 3/4 cup	Whole Grain Brown Rice LF 1 cup	Chopped Onion 4 tablespoon
Baked Beans 1 cup	Shredded Lettuce 1 cup	Ketchup & Mustard Packets 1 each	Corn LF 1/2 cup	Romaine Garden Salad 1 cup	Carrots LF 3/4 cup	Ketchup & Mustard Packets 1 each
Broccoli LF 1/2 cup	Corn LF 1/2 cup	Whole Wheat Bread 2 slice	Romaine Garden Salad 1 cup	Italian Dressing 1/3 fl oz	Peas LF 1/2 cup	Whole Wheat Bread 2 slice
Cabbage LF 1/2 cup	Salsa 3 fl oz	Peas & Carrots LF 1/2 cup	Italian Dressing 1/3 fl oz	Whole Wheat Bread 1 slice	Romaine Garden Salad 1 cup	Parsley Potatoes LF 1 cup
Whole Wheat Bread 2 slice	Whole Grain Brown Rice LF 1/2 cup	Romaine Garden Salad 1 cup	Whole Grain Flour Tortilla (10") 1 each	Fresh Fruit (113 count) 1 each	French Dressing LF 1/3 fl oz	Baked Beans 1/2 cup
Apple 1 each	Whole Grain Flour Tortilla (10") 1 each	Italian Dressing 1/3 fl oz	Apple 1 each	100% Apple Juice (4 oz) 1 each	Apple 1 each	Peaches (canned) 1 cup
Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Fresh Fruit (113 count) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet
	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each				
		Pepper 1 packet				
Meal Name: Dinner						
Rotini & Italian Sauce (2 oz)~ 12 ozw	Meatballs (1/2 oz each) 6 each	Roast Turkey 3 ozw	Baked Meatloaf (3 ozw each) 1 patty	Sloppy Giuseppe (2 oz)~ 3 ozw	Salisbury Steak (3 ozw each) 1 patty	Burrito 1 each
Mixed Vegetables 1/2 cup	Italian Tomato Sauce LS 3 fl oz	Rice 1 cup	Rotini 1 cup	Cheese 1/2 ozw	Rotini 1 1/2 cup	Enchilada Sauce 2 fl oz
Garden Salad 1/2 cup	Rotini 1 1/2 cup	Gravy LS 3 fl oz	Gravy LS 3 fl oz	Whole Wheat Bread 2 slice	Onion Gravy 3 fl oz	Rice O'Brien 1 cup
Italian Dressing 1/2 fl oz	Garden Salad 1/2 cup	Green Beans 1/2 cup	Carrots 1/2 cup	Oven Browned Potatoes 1 cup	Green Beans 1/2 cup	Garden Salad 1/2 cup
Garlic Whole Wheat Bread 2 slice	Ranch Salad Dressing 1/2 fl oz	Whole Wheat Bread 2 slice	Fresh Baked Roll (2 ozw) 1 each	Coleslaw Vinalgrette 1/2 cup	Garlic Whole Wheat Bread 2 slice	French Dressing LF 1/2 fl oz
Frosted Pink Cake 1/54 cut	Carrots 1/2 cup	Iced Spice Cake 1/54 cut	Iced White Cake 1/54 cut	Frosted Brownie 1/54 cut	Iced Yellow Cake 1/54 cut	Frosted Brownie 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Garlic Whole Wheat Bread 2 slice	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet	Frosted Brownie 1/54 cut	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet
	Fruit Drink w/ Vitamin C 1 cup					
	Pepper 1 packet					

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Meal Name: Evening Snack

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Whole Wheat Bread 2 slice	Coffeecake (1/54 2 @) 1/27 cut	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	Whole Wheat Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	Whole Wheat Bread 2 slice
T. Salami 2 ozw	Grape Jelly 2 packet			T. Salami 2 ozw		Peanut Butter 2 tablespoon
Mustard 1 packet				Mustard 1 packet		Apple Jelly 2 packet

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Reviewed 6/2022 **Aramark Dietitian's Signature:** **Client's Signature: _____Date:_____ FLM Signature: _____Date:_____**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	07/26/22
Subject:	Award of professional services agreement to Brian Hultgrenn
Presenter:	N/A
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 public defense services in Benton County Superior Court for adult criminal cases ("Services").

Because of an attorney departure, OPD is needing to award one or more additional contracts to provide Services.

Brian Hultgrenn ("Attorney") is qualified to provide Services and interested in contracting with Benton County to do so. The proposed professional services agreement and resolution effectuate an agreement with Attorney for the provision of such Services on the terms contained therein, for the period from 08/01/22 to 12/31/24 at the rate of $700 per case (payable as a monthly flat fee).

Fiscal Impact

None beyond budgeted.

Recommendation

Execute professional services agreement with attorney Brian Hultgrenn for public defense services in Benton County Superior Court. Approve associated resolution as presented.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY BRIAN HULTGRENN TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT FOR ADULT CRIMINAL CASES

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

WHEREAS, because of an attorney departure, it is necessary for County to award a professional services agreement at this time to provide Services; and

WHEREAS, attorney Brian Hultgrenn is qualified to provide Services and interested in entering into agreement with County for such Services; and

WHEREAS, a proposed professional services agreement with attorney Brian Hultgrenn for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the proposed public defense contract with attorney Brian Hultgrenn, to provide public defense services in Benton County Superior Court for adult criminal cases, for the time period from 08/01/22 to 12/31/24, and compensation of $700 per case (payable as a monthly flat fee), 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, Brian Hultgrenn
Copy – Auditor, S Godinez

M Vander Sys

DocuSign Envelope ID: 7570DB0E-A813-41A0-8CF5-4B81EF834125

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2224BVH001

CONTRACT SUMMARY			
Contract Type	Full Caseload Monthly		
Contract Number	BCSC2224BVH001	**Contract Holder**	Brian Hultgrenn
WSBA #	34277	**Effective Dates**	August 1, 2022 to December 31, 2024
Caseload Cap	**140**	**Compensation**	**$700/case; Homicide: $85/hour**
Assigned Court	**Superior Court**	**Compensation Structure**	**By the case but paid monthly**
Contract Slot Identifier: SCF-10			
Compensation Payable to: Hultgrenn Law, PLLC			

THIS AGREEMENT is entered into by and between **Brian Hultgrenn,** attorney at law, Washington State Bar Association #34277 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **August 1, 2022,** and shall continue thereafter through and including **December 31, 2024**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

DocuSign Envelope ID: 7570DB0E-A813-41A0-8CF5-4B81EF834125

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **1030 N. Center Parkway, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **509-737-0050** and **n/a,** respectively; and Attorney's current office/work e-mail address is info@hultgrennlaw.com .

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

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

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(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney 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. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

From time to time County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely optional and is offered for Attorney's convenience only. None of this additional

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optional training shall be regarded as County's right to train attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be detrimental to Attorneys contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this

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Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent 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 Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or

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any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

- Homicide and persistent offender cases (only if Attorney requests such appointments and is qualified).

a. The Benton County Superior Court criminal pre-trial dockets ("Dockets") are held on two days every week: Wednesday and Thursday. Attorney will be assigned to one Docket day and will primarily receive case appointments on cases filed and pending on their assigned Docket day. However, the parties acknowledge that i) the criminal Docket days are set by Benton County Superior Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County Superior Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; iii) from time to time it may be necessary to assign cases from the Docket day other than to which Attorney is primarily assigned to Attorney because of conflict of interest (by other attorneys) or caseload overflow reasons (the preceding 5a.i) – iii) shall collectively be referred to as "Docket Scheduling or Assignment Irregularities").

b. As to the Docket Scheduling or Assignment Irregularities described in the preceding paragraph, the parties agree that:

i) Docket Scheduling or Assignment Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

ii) Docket Scheduling or Assignment Irregularities do not, in themselves, entitle Attorney to additional compensation;

iii) County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling or Assignment Irregularities, respectful of the fact that Attorney likely has obligations to private practice

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or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

a. In the event of termination of this Agreement at the election of either party by providing sixty (60) days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM with accurate documentation identifying Attorney's then-existing indigent defense caseload which shall include for each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM with updated Caseload Information thirty (30) days prior to the effective date of Agreement termination. Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination for a period of sixty (60) days after such effective date.

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60) days' written notice prior to such term expiration date that Attorney has no interest in seeking a potential new contract with the County to continue providing public defense services after such date and further provides the PDM with all of the Caseload Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date. However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal

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representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60) days advance notice and the number of days advance notice Attorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days' advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90) days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b. omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **[Caseload Cap] total cases per calendar year** (proratable for any partial calendar year).

8. **CASE COUNTING.**

a. Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

Type of Matter	**Treatment**
Any new criminal case filed in Superior Court	Counts as 1 case
DOSA, SSOSA, or Sentence review on another attorney's case	Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein
Post-sentencing matter on another attorney's case	Counts as 1 case
Sentencing for another attorney's case	Counts as 1 case
Child support contempt conflict case	Counts as 1 case
Civil commitment conflict case	Counts as 1 case

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Homicide or persistent offender cases (if applicable)	Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein).

The following types of appointments types do not qualify under the definition of a "case" but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

Material witness matters
Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender
DOSA, SSOSA, or Sentence Reviews on Attorney's own cases

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation.

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If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet

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face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other State, or Federal law.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

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a. Attorney shall be compensated in the amount of **$700 per case**. For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments of $[Monthly Comp], based on Attorney's selected caseload.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$700
Unusually complex or laborious cases	Up to $1,400 (at the discretion of the Public Defense Manager)
Material witness matters	$225
Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	$175
DOSA or SSOSA review on Attorney's own case	$225 per year that reviews continue
Post-sentencing matter on Attorney's own case	$225

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below.

The parties mutually agree to amend the contract once contract rates are established for 2023 and 2024.

All compensation shall be payable to Law Office of Brian Hultgrenn, PLLC: *since Attorney is a principal with that firm.*

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive $400.00 per day for each full day of trial and $200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $400.00 if the matter was scheduled for a jury trial or $200.00 if the matter

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was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period. e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full

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case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2019 is due by March 15, 2019. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of $85 per hour, up to an initial maximum of $10,000, billed in increments of 1/10 hours. Upon consultation, the Public Defense Manager

may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will 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 pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's

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request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents 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 Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its 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, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney'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; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The

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indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 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) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal 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.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including 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 Attorney is an employer, Attorney shall obtain and maintain, at Attorney'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 Benton County Superior Court, and their 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 17.b 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.

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(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County 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).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

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a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney 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 Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). 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.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is

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terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court 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 Attorney, 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, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

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b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

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(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

In the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration 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 attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **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.26.

26. **CAPTIONS; TIME COMPUTATION.**

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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.

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

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

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration 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.

30. **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.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the

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parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. 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 (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney 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 after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. 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.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney 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:

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 Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address set forth in paragraph 2.a.

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c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney 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 their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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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

DocuSigned by:
Michael Vander Sys
3C4D65ED0B3C4489...
Michael Vander Sys
Interim Public Defense Manager

ATTORNEY

Date 7/8/2022

DocuSigned by:
Brian Hultgrenn
4D6508419FE1465...
Brian Hultgrenn, WSBA 34277
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

DocuSign Envelope ID: 7570DB0E-A813-41A0-8CF5-4B81EF834125

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:
Brian Hultgrenn
4D6F0B479FE146F...

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022	**Memo Date:** July 11, 2022	
Subject:	Reappointment of Martin Sheeran and Lloyd Coughlin to the Benton County Planning Commission		
Presenter:	Consent Agenda		
Prepared By:	Donna Hutchinson		
Reviewed By:	Michelle Cooke		

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

Mr. Martin Sheeran who represents the Third Commissioner District on the Benton County Planning Commission has indicated his desire to continue serving on the Planning Commission. His term expired on July 1, 2022, and he desires to serve another four-year term until July 1, 2026. Mr. Sheeran was the only person to apply for the vacancy within the Third Commissioner District.

Mr. Lloyd Coughlin who represents the Second Commissioner District on the Benton County Planning Commission has indicated his desire to continue serving on the Planning Commission. His term expired on July 1, 2022, and he desires to serve another four-year term until July 1, 2026. Mr. Coughlin was the only person to apply for the "at large" vacancy position.

Fiscal Impact

None

Recommendation

It is the recommendation of the Planning Staff that the Board of County Commissioners sign the resolutions re-appointing Mr. Sheeran and Mr. Coughlin to the Planning Commission.

Suggested Motion

Approve the consent agenda and sign the resolution finalizing the re-appointment of Mr. Sheeran and Mr. Coughlin to the Planning Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: RE-APPOINTMENT OF MARTIN SHEERAN TO THE BENTON COUNTY PLANNING COMMISSION

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS, the term of Martin Sheeran in the Third Commissioner's District expired July 1, 2022; and,

WHEREAS, Mr. Martin Sheeran from Commissioner District Three has stated his desire to continue serving, and the members of the Board concur with the nomination; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners re-appoints Mr. Sheeran to the Benton County Planning Commission, with his term expiring July 1, 2026.

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

MLC/djh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: RE-APPOINTMENT OF LLOYD COUGHLIN TO THE BENTON COUNTY PLANNING COMMISSION

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS, the term of Lloyd Coughlin in the Second Commissioner's District expired July 1, 2022; and,

WHEREAS, Mr. Lloyd Coughlin from Commissioner District Two has stated his desire to continue serving, and the members of the Board concur with the nomination; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners re-appoints Mr. Coughlin to the Benton County Planning Commission, with his term expiring July 1, 2026.

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Attest.....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County Washington

MLC/djh

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022 Memo Date: July 17, 2022
Subject:	Wautoma Solar Project – EFSEC Member Appointment
Presenter:	Consent Agenda
Prepared By:	Greg Wendt
Reviewed By:	Jerrod MacPherson

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

On July 14, 2022, the Board of Commissioners received notice from Washington State Energy Facility Site Evaluation Council (EFSEC) regarding the application for site certification from the Innergex Renewable Development for the Wautoma Solar Project located in unincorporated Benton County.

Per RCW 80.50, Benton County is allowed to appoint one (1) voting member to the EFSEC council for this project. EFSEC is requesting the appointment be filled by August 8, 2022.

Mr. Dave Sharp of Kennewick has shown an interest in serving on the council for the Board of County Commissioners. Mr. Sharp has a long professional work history focused on engineering and power generation.

Fiscal Impact

None known at this time.

Recommendation

It is recommended that the Board approve the attached Resolution and appoint Mr. Dave Sharp as its designee to serve as a voting member to the EFSEC Council for the proposed Wautoma Solar Project.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF DAVE SHARP TO THE ENERGY FACILITY SITE EVALUATION COUNCIL (EFSEC) AS A VOTING MEMBER IN ACCORDANCE WITH RCW 80.50.030(4) TO EVALUATE THE PROPOSED WAUTOMA SOLAR PROJECT

WHEREAS, the Wautoma Solar Project applied for site certification with the Washington State Energy Facility Site Evaluation Council (Council) on June 9, 2022; and

WHEREAS, the Wautoma Project is a solar energy generation facility proposed to be located in unincorporated Benton County; and

WHEREAS, RCW 80.50.030 (4) provides Benton County the opportunity to appoint a member or designee as a voting member to the Council; and

WHEREAS, the appointee will sit with the Council only at such times the Council considers the proposed Wautoma Solar Project; and

WHEREAS, the appointee will serve on the Council until there has been a final acceptance or rejection of the proposed Wautoma Solar Project; and

WHEREAS, after consideration by the Board of County Commissioners, the Commissioners appoint Mr. Dave Sharp as its designee to serve as a voting member to the Council for the proposed Wautoma Solar Project; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners hereby appoints Mr. Dave Sharp to the Council as a voting member, effective immediately, with the appointment being effective until such time as a final acceptance or rejection of the proposed Wautoma Solar Project in accordance with RCW 80.50.030 (4).

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

GW

cc: Greg Wendt, BOCC, Planning

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022,
Subject:	First Contract Amendment for Comprehensive Energy Audit Contract w/Sazan Group, Inc.
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing

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:

Per Resolution 2022-387, the Board of Benton County Commissioners entered into a contract with Sazan Group, Inc. to provide a comprehensive commercial energy audit of the Kennewick Justice Center & Jail.

It was determined by the Director of Operations & Capital Programs that the Juvenile Justice Center Facility should be included in the comprehensive commercial energy audit.

The First Contract Amendment is needed to expand the scope of work to include performing a comprehensive commercial energy audit of the Juvenile Justice Center and to increase the total dollar amount from $188,363.00 to $227,673.00, excluding W.S.S.T.

Fiscal Impact:

Amount: Additional $39,310.00 excluding W.S.S.T. Total Contract Amount: $227,673.00 excluding W.S.S.T
Fund: Fund # 0305-101 Capital Projects Fund

Recommendation:

Approve the first contract amendment to the professional service contract with Sazan Group, Inc. for the comprehensive energy audit of the Juvenile Justice Center Facility.

Suggested Motion:

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH SAZAN GROUP, INC. FOR PROVIDING COMPREHENSIVE COMMERCIAL ENERGY AUDIT SERVICES

WHEREAS, per Resolution 2022-387, the Board of Benton County Commissioners entered into a contract with Sazan Group, Inc. to provide a comprehensive commercial energy audit of the Kennewick Justice Center & Jail; and

WHEREAS, it was determined by the Director of Operations & Capital Programs that the Juvenile Justice Center Facility should be included in the comprehensive commercial energy audit; and

WHEREAS, the First Contract Amendment is needed to expand the scope of work to include performing a comprehensive commercial energy audit of the Juvenile Justice Center and to increase the total dollar amount from $188,363.00 to $227,673.00 excluding W.S.S.T; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to sign the attached first amendment to the professional services contract with Sazan Group, Inc. to expand the scope of work to include performing a comprehensive commercial energy audit of the Juvenile Justice Center Facility; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby agrees to increase the total dollar amount to not exceed from $188,363.00 to $227,673.00 excluding W.S.S.T.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: Purchasing Department P. Schut
cc: Auditors; S. Godinez; Sazan Group, Inc.

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FIRST CONTRACT AMENDMENT
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SAZAN GROUP, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 600 Stewart St; STE 1400, Seattle, WA 98101-1260 (hereinafter "CONTRACTOR").

WHEREAS, per Resolution No. 2022-387, the parties entered into a Professional Services Contract (hereinafter the "Contract"), whereby CONTRACTOR agreed to perform an energy audit of the Kennewick Justice Center; and

WHEREAS, this First Amendment is necessary as the COUNTY would like to expand the scope of the work to include doing an energy audit on the Juvenile Justice Center at an additional cost to the COUNTY in the amount of $39,310.00; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following Sections 1, 3.a, 5.a, and 5.b., which are amended and incorporated as follows:

a. **1.** **CONTRACT DOCUMENTS** - is hereby deleted in its entirety and replaced with the following:

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work & Fees – Justice Center; and
b. Exhibit B – Scope of Work & Fees – Juvenile Justice Center (attached hereto this first contract amendment); and

b. **3**. **SERVICES PROVIDED** Section 3.a. is hereby deleted in its entirety and replaced with the following:

a. The CONTRACTOR shall perform complete a commercial grade energy audit of the Kennewick Justice Center & Jail in accordance to the requirements set forth in the Clean Buildings Act (HB 1257,2019). The CONTRACTOR shall also provide the COUNTY a Capital Improvement Plan that will help with the meeting the energy performance measures found in above mentioned Energy Audit. The COUNTY, at its sole discretion, may exercise either Option 1 or 2. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees – Justice Center", which is attached hereto and incorporated herein by reference.

The CONTRACTOR shall also perform complete a commercial grade energy audit of the Juvenile Justice Center in accordance to the requirements set forth in the Clean Buildings Act (HB 1257,2019). The CONTRACTOR shall also provide the COUNTY a Capital Improvement Plan that will help with the meeting the energy performance measures found in above mentioned Energy Audit. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit B, "Scope of Work & Fees – Juvenile

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Justice Center", which is attached hereto and incorporated herein by reference.

c. **5**. **COMPENSATION -** Sections 5.a. and 5.b. are hereby deleted in their entirety and replaced with the following:

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & Fees – Justice Center" & Exhibit B, "Scope of Work & Fees – Juvenile Justice Center", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two Hundred Twenty-Seven Thousand Six Hundred Seventy-Three Dollars and Zero Cents ($227,673.00), excluding W.S.S.T.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Contract to be signed by their duly constituted legal representatives and it is effective on the last date signed.

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...
Civil Deputy Prosecuting Attorney

Dated: 7/18/2022

FOR: SAZAN GROUP, INC.

DocuSigned by:
A7B817C844294BA...
Signature

Principal
Title:

Dan Tedrow
Print Name

DocuSign Envelope ID: A2EF8D93-157B-4464-A020-0DC7D2BD2885

SÄZÄN GROUP

June 30th, 2022

Robert Blain
Public Works Manager
Benton County
Washington

SUBJECT: Benton County Clean Building Act – Franklin Juvenile Center

Dear Robert,

Thank you for the opportunity to continue to work with you and the Benton County Team on the Franklin Juvenile center – Energy Performance Audit. The below scope of work represents our best judgment of the tasks required to obtain compliance with the CBA for this building. Based on our review of the available drawings, we have developed the below scope of work and level of effort. The work will occur in parallel with the ongoing CBA projects, this will minimize the project management effort and help us to efficiently deliver the building audit and recommendations.

Proposed Clean Building Act – Energy Performance Audit Scope of Work

1. **Discovery Phase**
   The discovery phase consists of the upfront evaluation of the facility to determine project goals and definition of project success.
   a. Review available building drawings.
   b. Analyze utility usage and cost information to benchmark building energy performance.
   c. Determine building's gross square footage per Washington State CBA definition and validate Energy Use Intensity (EUI) target.
   d. Conduct two days of walk-throughs with the project team to:
      i. Familiarize ourselves with the building construction, equipment, operations, and maintenance.
      ii. Meet with the owner's facility group virtually to discuss ongoing operations and any issues with HVAC, envelope, plumbing, lighting systems, and controls.
      iii. Collect field information to assess energy-using systems and equipment.
   e. Develop memorandum documenting discovery phase findings and observations.

600 Stewart Street
Suite 1400
Seattle, Washington 98101
Tel 206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, Oregon 97204
Tel 503.416.2400

311 East Veterans Way
Suite 102
Tempe, Arizona 85281
Tel 480.201.3243

sazan.com

DocuSign Envelope ID: A2EF8D93-157B-4464-A020-0DC7D2BD2885

2. **Define Phase**

Identify potential energy savings and cost analyses based on discovery phase findings.

a. Review and assess existing systems, including:
   i. HVAC Types, Age, Condition: Report condition, expected remaining life, and provide recommendations for replacing vs. repairing.
   ii. Electrical Systems and Service: Review main distribution/service and sub distribution panels for age, function, and future availability of new breakers.
   iii. Lighting System Adequacy/Application: Assess availability of parts and provide a report for any recommended improvements.
   iv. Plumbing Systems Materials and Condition: Review domestic water heating systems type and condition.
   v. Building envelope.
b. Develop energy calculations to evaluate EEM performance
c. Identify low-cost or no-cost changes to the building's operation or equipment that can result in energy savings.
d. Identify and evaluate Energy Efficiency Measures (EEMs).
e. Facilitate two virtual meetings to refine EEM packages.

3.Report Phase

Develop project deliverables to achieve CBA compliance.

a. Create a draft ASHRAE Level II energy audit and life cycle analysis per the requirements of the CBA. Include equipment condition and remaining useful life.
b. Present the final report to Benton County stakeholders in a virtual meeting.
c. Create draft energy management compliance plan
d. Collect comments and provide one report revision based on one compiled set of collected comments.
e. Deliver the final report to the County.

Base Scope Deliverables

1. Memo of Discovery Phase findings
2. EEM lists and write ups
3. ASHRAE Level II Energy Audit Report

Project Assumptions

1. The scope of work is developed from our initial understanding of the project to obtain compliance with the Clean Buildings Act. The method, means, work items, and schedule may change based on project dynamics once the project work begins.
2. Provide two days of site visits for the project team.
3. Obtain one compiled round of client comments on the draft deliverable.

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Project Investment

The Project is a lump-sum that will be billed on a percent complete basis. Any scope changes will be discussed with the owner if more effective avenues to achieve compliance are identified. The breakdown of hours and rates for each phase are below.

Base Scope of Work

- Project Planning and Management..... $1,205
- Discovery Phase..... $11,340
- Define Phase $16,150
- Report Phase..... $9,125
- Estimated ODCs $1,490

  Base Project Total..... $39,310

The Säzän team is fully committed to delivering high quality consulting services to obtain compliance with the Clean Buildings Act. We look forward to working with you to make the project a success. Please let us know if you have any questions or need any adjustments to the proposed scope.

Sincerely,

Säzän Group, Inc.

Dan Tedrow, PE, PMP
Principal
303-746-9027

DocuSign Envelope ID: A2EF8D93-157B-4464-A020-0DC7D2BD2885

PROPOSED SCOPE OF WORK MATRIX	Engineering Tech	PIC	Mech Evaluator	Energy Modeler	PM Support/Coordination
	SES	SES	SES	SES	SES
	Thanh	Dan T	Kayla	Gaurav M	Julia S
	$115.00	$245.00	$185.00	$185.00	$125.00
PROJECT PLANNING AND MANAGEMENT	**4**	**1**	**0**	**0**	**4**
Project Management/Coordination	4	1			4
DISCOVERY PHASE	**28**	**16**	**18**	**2**	**4**
Review Energy Data	8				
CBA Documentation, EUI Analysis	2				
As-builts Review	2		2	2	
Site Assessments (w/ Reporting) x2 days	16	16	16		4
ANALYSIS PHASE	**28**	**12**	**28**	**26**	**0**
HVAC Review and analysis	4	4	4	2	
Energy Modeling/Calcs				20	
EEM Package Development	24	8	24	4	
REPORT PHASE	**14**	**7**	**24**	**6**	**2**
Develop Draft Energy Audit Report	8	4	20	4	2
Stakeholder Presentation	2	2		2	
Develop Energy Management Plan	4	1			
Final Energy Audit Report			4		

Figure 1 - Proposed hours for scope of work

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Change Order #2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project
Presenter:	
Prepared By:	D. Hope
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

On January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of $1,059,700.00 excluding WSST.

On April 26, 2022 the Board of County Commissioners approved Resolution 2022-294 executing Change Order #1 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project adding $11,704.97 and 5 calendar days increasing the total contract amount to $1,071,404.97 and 155 calendar days.

There is a need to execute change order #2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project for the following:

CP #4 Bathroom plumbing changes	($7,511.74)
CP #5 Civil changes (water, RPBA, new interior water tie in location)	$9,240.54
CP #6 Add 35 working days	$0.00
CP #7 Exterior lights (Rejected)	$0.00
CP #8 Abandon buried water connection	$1,830.87
CP #9a Rejected	$0.00
CP #9b Add city lights	$644.94
CP #10 Reduce size of manhole storage tank	($861.96)
CP#11 Deduction for pencentage change on Change Order #1	($797.83)

The total amount of the Change Order #2 is $2,544.82 increasing the total contract to $1,073,949.79 and adding 55 calendar days.

Fiscal Impact

Amount: $2,544.82 excluding WSST

Fund: Solid Waste Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board authorize the Chairman to sign Change Order #2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 2 WITH BOOTH AND SONS CONSTRUCTION, INC. FOR THE MODERATE RISK WASTE FACILITY PROJECT – CB21-07

WHEREAS, on January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of $1,059,700.00 excluding WSST; and

WHEREAS, on April 26, 2022 the Board of county Commissioners approved Resolution 2022-294 executing Change Order #1 with Booth and Sons Construction, Inc. increasing the contract amount by $11,704.97 and adding 5 calendar days for a total contract amount of $1,071,404.97 and 155 calendar days; and

WHEREAS, the attached Change Order #2 is necessary to approve change order proposals #4, 5, 6, 8, 9b, 10 & 11 and rejecting change order proposal #7 and #9a as further outlined in the attached; and

WHEREAS, the Director of Operations and Capital Assets has negotiated a fair and reasonable price for Change Order #2 in a total amount of $2,544.82 excluding WSST and adding 55 calendar days; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners' approval for change orders on public works projects other than road construction; and

WHEREAS, the Director of Operations and Capital Assets recommends that these changes be approved; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 2 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project and authorizes the Chairman of the Board to sign Change Order #2, attached hereto, to the contract executed by Resolution 2022-079; and

BE IT FURTHER RESOLVED, the total contract amount will increase $2,544.82 excluding WSST, to be paid to Booth and Sons Construction, Inc. for a new contract amount not to exceed $1,073,949.79 excluding WSST and add 55 calendar days to the project for a total of 210 days.

Dated this 26th day of July 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
cc: Auditor, PA, Booth & Sons Const.

D. Hope

CHANGE ORDER NO. 2

Project:	Moderate Risk Waste Facility	Date:	July 14, 2022
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor:	Booth and Sons Construction, Inc. P. O. Box 608 Richland, WA 99352

The Contract Documents are hereby amended as summarized below:

CP #4 Bathroom plumbing changes	($7,511.74)
CP #5 Civil changes (water, RPBA, new interior water tie in location)	$9,240.54
CP #6 Add 35 calendar days	$0.00
CP #7 Exterior lights (Rejected)	$0.00
CP #8 Abandon buried water connection	$1,830.87
CP #9a rejected	$0.00
CP #9b Add city lights	$644.94
CP #10 Reduce size of manhole storage tank	($861.96)
CP #11 Deduction for percentage change on Change Order #1	($797.83)
TOTAL	**$2,544.82**

Contract Summary	**Contract Sum**	**Contract Time**
Original Contract Sum/Time was:	$ 1,059,700.00	150 cal days
Net Change by previously authorized Change Orders	$ 11,704.97	5 cal days
Revised Contract Sum/Time prior to this Change Order	$ 1,071,404.97	155 cal days
Contract Sum/Time to be modified by this Change Order	$ 2,544.82	55 cal days
New Contract Sum/Time will be:	$ 1,073,949.79	210 cal days

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Recommended: (Owner's Rep.)	Accepted: (Contractor)	Authorized: (Owner)
Benton County	**Booth and Sons Const., Inc.**	**Benton County**
By:	By: George Booth III	By:
Print: Robert Blain	Print: George Booth III	Print:
Date: 7-15-2022	Date: 7/14/22	Date:

Change Order Proposal

4 revised

REVISED
2:56 pm, Jul 11, 2022

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF — 4/22/2022
Bathroom changes

Proposal price				
Sub-Contractor				
	Door 109 saw cutting*			-$600.00
	BnB Mechanical **			-$11,152.00
	Subtotal			-$11,752.00
	Total A			-$11,752.00
Contractor				
Demo	12 hrs.		70	$840.00
Material		conc		$250.00
	saw cutting not shown on plan			$1,890.00
equip rental				$0.00
Labor	12 hrs		70	$840.00
Clean	1 hrs.		70	$70.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
	subtotal			$3,980.00
	overhead		4%	$159.20
	Sub-Total B			$4,139.20
	Profit		6.00%	$248.35
	Total B			$4,387.55
	Total A+B			-$7,364.45
				-$7,364.45
Bond			2%	-$147.29
				-7,511.74

TOTAL
please add 0 working days

Change Order Proposal

4

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
Bathroom changes

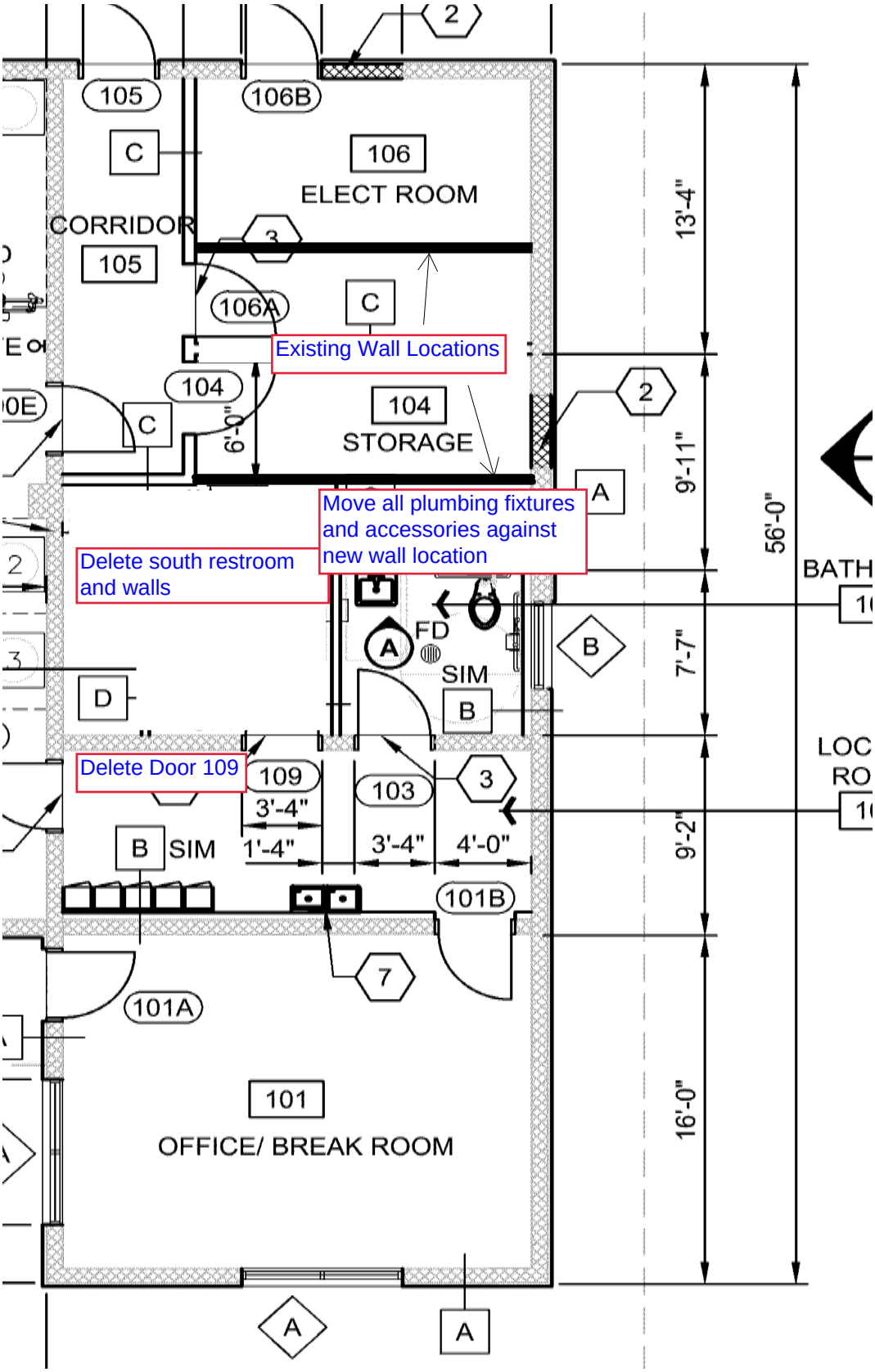
4/22/2022

Proposal price				
Sub-Contractor				
	Door 109 saw cutting*			-$600.00
	BnB Mechanical **			-$11,152.00
	Subtotal			-$11,752.00
	Total A			-$11,752.00
Contractor				
Demo	12	hrs.	70	$840.00
Material		conc		$250.00
	saw cutting not shown on plan			$1,890.00
equip rental				$0.00
Labor	12	hrs	70	$840.00
Clean	1	hrs.	70	$70.00
		hrs	0	$0.00
Manage	1	hrs	90	$90.00
	subtotal			$3,980.00
	overhead		15%	$597.00
	Sub-Total B			$4,577.00
	Profit		6.00%	$274.62
	Total B			$4,851.62
	Total A+B			-$6,900.38
Bond			2%	

REVISED
2:56 pm, Jul 11, 2022

TOTAL
please add 0 working days

*includes cutting refund for jambs COP2
**includes deduct for eyewash fixture replacement. specified fixture was 12wks out
also relocating water connection location to NW corner of bldg and deleting bathroom fixtures


105
106B
106
ELECT ROOM
CORRIDOR
105
106A
Existing Wall Locations
104
104
STORAGE
6'-0"
Move all plumbing fixtures and accessories against new wall location
Delete south restroom and walls
FD
SIM
Delete Door 109
109
103
3'-4"
1'-4"
3'-4"
4'-0"
SIM
101B
101A
101
OFFICE/ BREAK ROOM
13'-4"
9'-11"
7'-7"
9'-2"
16'-0"
56'-0"
BATH
LOC
RO

BnB MECHANICAL LLC
PLUMBING & PIPING

Change Order Request

TO: George Booth

DATE: 2/23/22

RE:

Job # B277

ATTN:

C.O.R.

Description Of Work:

delete fixtures and piping in one restroom. Delete heat trace and insulation from bay area.

Cost difference in safety showers. Added 1" pipe for main line ou5' outside of building and ran exposed in storage

Labor

Description	Hrs.	Rate	TOTAL
	50	-$93.60	-$4,680.00
		$93.60	$0.00
		$93.60	$0.00
Total Labor			**-$4,680.00**

Equipment / Material

Description	Material/Equipment		TOTAL
safety shower difference			-$3,647.56
heat trace			-$1,831.72
water heater 2			-$600.00
material			-$393.32
Total Material			**-$6,472.60**

Subcontractors

Description	Material/Equipment		TOTAL
insulation			-$600.00
fixtures			-$1,707.45
			$0.00
			$0.00
Total Material			**-$2,307.45**

Total Labor & Material	**-$11,152.60**
Total Subcontractors	
Overhead 10%	
Profit 5%	
TOTAL COST:	**($11,152.60)**

SUBMITTED BY:

Mack T. Bland IV

Mack T. Bland IV
BnB Mechanical, LLC

Date

APPROVED BY:

DATE

STRAIGHT LINE CONCRETE SAWING
AND DRILLING INC
P.O. BOX 6737
KENNEWICK, WA. 99336

Phone #	Fax #	Date	Invoice #
509-586-0592	509-586-7600	3/10/2022	6589

Bill To

BOOTH & SONS CONSTRUCTION, INC
P.O, BOX 608
RICHLAND, WA. 99352

Site Information

1709 S. ELY STREET
KENNEWICK

Job Date	Terms	PO/Job#	Job Ticket #
3/8/22	UPON RECEIPT		12027

Item Code	Quantity	Description	Price Each	Amount
F/S	210	FEET X 6" THICK CONCRETE SAW CUT IN BATHROOM AREA AS DIRECTED.	9.00	1,890.00
F/S	200	FEET X 6" CONCRETE SAW CUT IN OPEN BAY AS DIRECTED.	9.00	1,800.00
			Total	$3,690.00

THANK YOU FOR YOUR BUSINESS

Change Order Proposal

5
revised

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

REVISED
9:33 am, Jul 08, 2022

For: Benton County MRWF 4/25/2022
Civil changes
water, RPBA, new interior water tie in location

Proposal price				
Sub-Contractor				
Big Ds	frost free			$1,175.00
	RPBA , Hotbox			$4,070.00
				$0.00
Diamond Electric				$2,262.00
				$0.00
Subtotal				$7,507.00
commission		5%		$375.35
Total A				$7,882.35
Contractor				
Demo	1 hrs.		70	$70.00
Material		conc		$100.00
added interior saw cutting				$600.00
equip rental				$0.00
Labor	1 hrs		70	$70.00
Clean	2 hrs.		70	$140.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
subtotal				$1,070.00
overhead			10%	$107.00
Sub-Total B				$1,177.00
Profit			0.00%	$0.00
Total B				$1,177.00
Total A+B				$9,059.35
				$9,059.35
Bond			2%	$181.19
				9,240.54

TOTAL
please add 7 calendar days

Change Order Proposal

5

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF — 4/25/2022
Civil changes
water, RPBA, new interior water tie in location

Proposal price				
Sub-Contractor				
Big Ds	frost free			$1,175.00
	RPBA , Hotbox			$4,070.00
				$0.00
Diamond Electric				$2,262.00
Sunscapes	/ new controller			$245.00
Subtotal				$7,752.00
commission	10%			$775.20
Total A				$8,527.20
Contractor				
Demo	1 hrs.		70	$70.00
Material	conc			$100.00
added interior saw cutting				$600.00
equip rental				$0.00
Labor	1 hrs		70	$70.00
Clean	2 hrs.		70	$140.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
subtotal				$1,070.00
overhead			15%	$160.50
Sub-Total B				$1,230.50
Profit			6.00%	$73.83
Total B				$1,304.33
Total A+B				$9,831.53
Bond			2%	$196.63

REVISED
9:34 am, Jul 08, 2022

TOTAL
please add 5 working days

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-8322
Fax: (509)542-8362
WA# BIGDSDC893DT

Change Order

Submitted To: Booth & Sons Construction
Attention: George Booth
Street Address:
City, State , & Zip: Kennewick, WA 99338
E-Mail:

Date 4/21/2022
Phone:
Fax:
Job Name: Benton Cty Waste Facility
Job Location: Kennewick

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install new frost free hydrant	1	LS	$1,175.00	**$1,175.00**

Summary

Subtotal	**$1,175.00**
Tax	**0**
Total	**$1,175.00**

Notes

Exclusions

Authorized Signature:

Acceptance of Change Order

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-8322
Fax: (509)542-8362
WA# BIGDSDC893DT

Change Order

Submitted To:	Booth & Sons Construction	**Date**	4/21/2022
Attention:	George Booth	**Phone:**	
Street Address:		**Fax:**	
City, State , & Zip:	Kennewick, WA 99338	**Job Name:**	Benton Cty Waste Facility
E-Mail:		**Job Location:**	Kennewick

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install new RPBA, Hotbox and concrete pad	1	LS	$4,070.00	**$4,070.00**

Summary

Subtotal	**$4,070.00**
Tax	**0**
Total	**$4,070.00**

Notes

Exclusions

Authorized Signature:

Acceptance of Change Order

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-8322
Fax: (509)542-8362
WA# BIGDSDC893DT

Change Order

Submitted To: Booth & Sons Construction
Attention: George Booth
Street Address:
City, State , & Zip: Kennewick, WA 99338
E-Mail:

Date 4/21/2022
Phone:
Fax:
Job Name: Benton Cty Waste Facility
Job Location: Kennewick

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	Remove asphalt area in front of building *Excludes prepping for new surface	1	LS	$3,620.00	~~$3,620.00~~

Summary

Subtotal	**$3,620.00**
Tax	**0**
Total	**$3,620.00**

Notes

Exclusions

Authorized Signature:

Acceptance of Change Order

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

SUNSCAPES, INC.
We Make the Tri-Cities Beautiful
1956 Saint Street,
Richland WA 99354
Phone: 509.375.0603 Fax:
509.375.7404
www.sunscapesinc.com
Email: sunscapesinc@msn.com

CHANGE ORDER FORM

CHANGE ORDER NO:_____#1__
DATE: ____4/25/2022_____

SSI CONTACT	PROJECT	SUBMITTED BY	GENERAL CONTRACTOR APPROVAL
Ted	Benton County MRW	George Booth Sr.	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
New Irr. Controller	SSI will replace the quoted irrigation controller with a PRO- HC WI-FI controller		$375.00
Old Irr. Controller	The quoted irr. Controller was a Rainbird ESP 4 MEI controller.		**<$130.00>**
Additional Rock Mulch Area	SSI will install additional rock mulch to the area between the building and the new planter where all the asphalt will be removed there will also be weed fabric and pre-emergent applied like all the other planters. **Wedd fabric $1,650.00, Pre-emergent $500.00, Rock mulch $6,000.00.**		~~$8,150.00~~
		SUBTOTAL	$8,295.00
		SALES TAX 8.6%	**NO TAX**
		TOTAL	$8,295.00

If you have any questions concerning this Change Order, call: 509-375-0603.

April 26, 2022
Diamond Electric
MODERTATE WASTE FACILITY

1709 S. ELY ST
KENNEWICK WA

HOT BOX

p
As per 7.01 of the general conditions
Craft Labor (7.01, A 1)

Description	Quanity	Units	Unit Price	Cost	
LEAD JOURNEYMAN	10	HR	$86.25	$862.50	
JOURNEYMAN	0	HR	$75.20	$0.00	$1,270.00
APPRENTINCE	10	HR	$40.75	$407.50	

Materials (7.01, A 1)

Description	Quanity	Units	Unit Price	Cost	
Attached BOM	1	Lsum	599.89	599.89	
Misc Materials	1	Lsum	100.00	100.00	
	1	Lsum	0.00	0.00	
	0	Lsum	0.00	0.00	$699.89

Equipment (7.01, A1)

Description	Quanity	Units	Unit Price	Cost	
lift rental	1	Lsum	$0.00	$0.00	-
	0		$0.00	$0.00	$0.00
	0		$0.00	$0.00	

Small Tools, expendables and consumable supplies (7.02, B, 7, d)

Description	Quanity	Units	Unit Price	Cost	
ladders, battery powered tools	1	Lsum	$50.00	$50.00	
	0		$1.00	$0.00	$50.00
	0		$1.00	$0.00	

Subcontractors (7.02, B, 7, e)

Description	Quanity	Units	Unit Price	Cost	
	0	Lsum	$0.00	$0.00	
	0	Lsum	$0.00	$0.00	$0.00
	0		$0.00	$0.00	

Overhead (7.02, B, 7, f)

Description	Amount	Percentage	Cost	
Labor	$1,270.00	6.00%	$76.20	
Material	$699.89	6.00%	$41.99	
Equipment	$0.00	6.00%	$0.00	
Small Tools, expendables and consumable supplies	$50.00	6.00%	$3.00	
Subcontractors	$0.00	3.50%	$0.00	
				$121.19

Profit (7.02, B, 7, g)

Description	Amount	Percentage	Cost	
Labor	$1,270.00	6.00%	$76.20	
Material	$699.89	6.00%	$41.99	
Equipment	$0.00	6.00%	$0.00	
Small Tools, expendables and consumable supplies	$50.00	6.00%	$3.00	
Subcontractors	$0.00	3.50%	$0.00	
				$121.19

Insurance and Bonds (7.02, B, 7, h)

Description	Quanity	Units	Unit Price	Cost	
Total Change Order Costs Minus Insurance a		LS	0.02	$0.00	
					$0.00

Total **$2,262.28**

Change Order Proposal

6

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
time delays

5/2/2022

Proposal price				
Sub-Contractor				
BigDs	tapping saddles	21 days		$0.00
				$0.00
Builders Hardware	frames	14 days		$0.00
				$0.00
				$0.00
Subtotal				$0.00
commission		10%		$0.00
Total A				$0.00
Contractor				
Demo	0 hrs.		70	$0.00
Material	conc			$0.00
added interior saw cutting				$0.00
equip rental				$0.00
Labor	0 hrs		70	$0.00
Clean	0 hrs.		70	$0.00
	hrs		0	$0.00
Manage	0 hrs		90	$0.00
subtotal				$0.00
overhead			15%	$0.00
Sub-Total B				$0.00
Profit			6.00%	$0.00
Total B				$0.00
Total A+B				$0.00
				$0.00
Bond			2%	$0.00
				0.00

TOTAL
please add 35 calander days

As of 6/24/22 some of the items (trench drain) mentioned in attached letter from Big D's had not yet arrived They have arrived 6/25, Big D's is scheduled to be there this Thursday- 6/30.

From:	Aaron Jones
To:	georgeboothiii boothandsons.com
Cc:	Duane Howard
Subject:	Benton County Waste Facility
Date:	Monday, May 2, 2022 8:44:50 AM
Attachments:	Water Service - Abandon.JPG IMG_0429.JPG

Good morning George,

A couple things,

- Big D's is at a point where we are now waiting for the remaining parts to complete the underground work. I received an estimated ship date of 5/23 from our pipe supplier, which looks like we won't receive the parts until the week of May 23rd. These items include the trench drain for the concrete slab at the back of the building, the tapping sleeve to tap the main for the Fire Lines and the service saddle for the water and irrigation tap. If by chance we receive them sooner we'll let you know.

- Brad (our superintendent) mentioned that an old water service was discovered that had been paved over with asphalt (See photos of the box). The City of Kennewick is requesting that line be abandoned back at the main. Let me know how you want to proceed.

- Another item our pipe supplier brought to our attention is that domestic valve box bases are not available so they are substituting imported ones. It may not be an issue for this project but wanted to let you know.

Thanks.

Aaron Jones | Project Manager
BIG D'S CONSTRUCTION
O: 509.542-8322 | **C:** 509.212.1235
3902 N Swallow Ave | Pasco, WA | 99301

From: Belynda Fye
To: georgeboothiii boothandsons.com
Subject: RE: mrwf frames
Date: Tuesday, April 19, 2022 6:12:20 AM
Attachments: image003.png

George,

The HM doors and frames are estimated to ship mid-May from the factory.

Thanks

Belynda Fye

Builders' Hardware & Supply
Commercial Consultant
Phone: 509-586-8110 ext. 2105
Fax: 509-582-6636
Cell: 509-859-9571
Email: belyndaf@builders-hardware.com

BUILDERS HARDWARE & SUPPLY

Seattle | Kennewick | Portland
206-281-3700 509-586-8110 503-688-1921
www.builders-hardware.com

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From: georgeboothiii boothandsons.com <georgeboothiii@boothandsons.com>
Sent: Monday, April 18, 2022 3:06 PM
To: Belynda Fye <belyndaf@builders-hardware.com>
Subject: mrwf frames

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Belynda,
Have you heard from your supplier as to when the frames might arrive?

George Booth III
Booth and Sons Construction, Inc.

Change Order Proposal

8 revised

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Abandon buried water connection 7/13/2022

Proposal price				
Sub-Contractor				
Big Ds				$1,615.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				$1,615.00
commission		5%		$80.75
Total A				$1,695.75
Contractor				
Demo	0 hrs.		70	$0.00
Material	conc			$0.00
added interior saw cutting				$0.00
equip rental				$0.00
Labor	0 hrs		70	$0.00
Clean	0 hrs.		70	$0.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
subtotal				$90.00
overhead			4%	$3.60
Sub-Total B				$93.60
Profit			6.00%	$5.62
Total B				$99.22
Total A+B				$1,794.97
				$1,794.97
Bond			2%	$35.90
				1,830.87

TOTAL
please add 3 calandar days

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-8322
Fax: (509)542-8362
WA# BIGDSDC893DT

Change Order

Submitted To: Booth & Sons Construction
Attention: George Booth
Street Address:
City, State , & Zip: Kennewick, WA 99338
E-Mail:

Date 5/3/2022
Phone:
Fax:
Job Name: Benton Cty Waste Facility
Job Location: Kennewick

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	Abandon Water Line at Main	1	LS	$1,615.00	**$1,615.00**

Summary

Subtotal	**$1,615.00**
Tax	**0**
Total	**$1,615.00**

Notes

Exclusions

Authorized Signature:

Acceptance of Change Order

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

Change Order Proposal

9b

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
Benton County
Kennewick , WA 99336

For: Add light to city pole

6/29/2022

Proposal price				
Sub-Contractor				
Diamond Electric				$501.76
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				$501.76
commission		5%		$25.59
Total A				$527.35
Contractor				
Demo	0 hrs.		70	$0.00
Material		conc		$0.00
added interior saw cutting				$0.00
equip rental				$0.00
Labor	0 hrs		70	$0.00
Clean	0 hrs.		70	$0.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
subtotal				$90.00
overhead			5%	$9.00
Sub-Total B				$99.00
Profit			5.00%	$5.94
Total B				$104.94
Total A+B				$632.29
				$632.29
Bond			2%	$12.65
				644.94

TOTAL
please add 10 days

October 25, 2021
Diamond Electric
MODERTATE WASTE FACILITY

1709 S. ELY ST
KENNEWICK WA

RFI #9

p
As per 7.01 of the general conditions
Craft Labor (7.01, A 1)

Description	Quanity	Units	Unit Price	Cost	
LEAD JOURNEYMAN	0	HR	$86.25	$0.00	
JOURNEYMAN	0	HR	$75.20	$0.00	$0.00
APPRENTINCE	0	HR	$40.75	$0.00	

Materials (7.01, A 1)

Description	Quanity	Units	Unit Price	Cost	
Attached BOM	1	Lsum	448.00	448.00	
	1	Lsum	0.00	0.00	
	1	Lsum	0.00	0.00	
	0	Lsum	0.00	0.00	$448.00

Equipment (7.01, A1)

Description	Quanity	Units	Unit Price	Cost	
lift rental	1	Lsum	$0.00	$0.00	
	0		$0.00	$0.00	$0.00
	0		$0.00	$0.00	

Small Tools, expendables and consumable supplies (7.02, B, 7, d)

Description	Quanity	Units	Unit Price	Cost	
ladders, battery powered tools	1	Lsum	$0.00	$0.00	
	0		$1.00	$0.00	$0.00

Subcontractors (7.02, B, 7, e)

Description	Quanity	Units	Unit Price	Cost	
	0	Lsum	$0.00	$0.00	
	0	Lsum	$0.00	$0.00	$0.00
	0		$0.00	$0.00	

Overhead (7.02, B, 7, f)

Description	Amount	Percentage	Cost	
Labor	$0.00	6.00%	$0.00	
Material	$448.00	6.00%	$26.88	
Equipment	$0.00	6.00%	$0.00	
Small Tools, expendables and consumable supplies	$0.00	6.00%	$0.00	
Subcontractors	$0.00	3.50%	$0.00	
				$26.88

Profit (7.02, B, 7, g)

Description	Amount	Percentage	Cost	
Labor	$0.00	6.00%	$0.00	
Material	$448.00	6.00%	$26.88	
Equipment	$0.00	6.00%	$0.00	
Small Tools, expendables and consumable supplies	$0.00	6.00%	$0.00	
Subcontractors	$0.00	3.50%	$0.00	
				$26.88

Insurance and Bonds (7.02, B, 7, h)

Description	Quanity	Units	Unit Price	Cost	
Total Change Order Costs Minus Insurance a		LS	0.02	$0.00	
					$0.00

Total **$501.76**

Change Order Proposal

10

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
Benton County
Kennewick , WA 99336

For: Reducing size of manhole for storage tank 7/12/2022

Proposal price				
Sub-Contractor				
Big Ds				-$950.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				-$950.00
Total A				-$950.00
Contractor				
Demo	0 hrs.		70	$0.00
Material		conc		$0.00
added interior saw cutting				$0.00
equip rental				$0.00
Labor	0 hrs		70	$0.00
Clean	0 hrs.		70	$0.00
	hrs		0	$0.00
Manage	1 hrs		90	$90.00
subtotal				$90.00
overhead			5%	$9.00
Sub-Total B				$99.00
Profit			5.00%	$5.94
Total B				$104.94
Total A+B				-$845.06
				-$845.06
Bond			2%	-$16.90
				-861.96

TOTAL
please add 0 days

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-8322
Fax: (509)542-8362
WA# BIGDSDC893DT

Change Order

Submitted To: Booth & Sons Construction
Attention: George Booth
Street Address:
City, State , & Zip: Kennewick, WA 99338
E-Mail:

Date 7/5/2022
Phone:
Fax:
Job Name: Benton Cty Waste Facility
Job Location: Kennewick

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	Install 24" Manhole Ring and Cover instead of 48"	1	LS	-$950.00	**-$950.00**

Summary

Subtotal	**-$950.00**
Tax	**0**
Total	**-$950.00**

Notes

Exclusions

Authorized Signature:

Acceptance of Change Order

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

Change Order Proposal

11

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
Benton County
Kennewick , WA 99336

For: Deductive COP for percentage change on 1,2,3 7/13/2022

Proposal price				
Sub-Contractor				
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				$0.00
Total A				$0.00
Contractor				
Demo	0 hrs.		70	$0.00
Material		conc		$0.00
added interior saw cutting				$0.00
equip rental				$0.00
Labor	0 hrs		70	$0.00
Clean	0 hrs.		70	$0.00
	hrs		0	$0.00
Manage	0 hrs		90	$0.00
subtotal				$0.00
overhead			5%	$0.00
Sub-Total B				$0.00
Profit			5.00%	$0.00
Total B				$0.00
Total A+B				$0.00
Percentage difference on COPs 1,2,3				-$782.19
				-$782.19
Bond			2%	-$15.64
				-797.83

TOTAL
please add 0 days

Change Order Proposal

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF 2/25/2022
Drinking fountain , bottle filler

Proposal price					
Sub-Contractor					
BnB Mechanical					$5,190.65
Straight Line			conc cutting		$400.00
Subtotal					$5,590.65
Commission				10%	$559.07
Total A					$6,149.72
Contractor					
Demo	4	hrs.	floor	70	$280.00
Material		conc			$100.00
equip rental					$0.00
Labor	3	hrs	pour/ finish	70	$210.00
Clean	1	hrs.		70	$70.00
		hrs		0	$0.00
Manage	1	hrs		90	$90.00
subtotal					$750.00
overhead				15%	$112.50
Sub-Total B					$862.50
Profit				6.00%	$51.75
Total B					$914.25
Total A+B					$7,063.97
					$7,063.97
Bond				2%	$141.28
					7,205.24

TOTAL
please add 3 working days

Change Order Proposal

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF 2/25/2022
Drinking fountain , bottle filler

Proposal price					
Sub-Contractor					
BnB Mechanical					$5,190.65
Straight Line			conc cutting		$400.00
Subtotal					$5,590.65
Commission				5%	$279.53
Total A					$5,870.18
Contractor					
Demo	4	hrs.	floor	70	$280.00
Material		conc			$100.00
equip rental					$0.00
Labor	3	hrs	pour/ finish	70	$210.00
Clean	1	hrs.		70	$70.00
		hrs		0	$0.00
Manage	1	hrs		90	$90.00
subtotal					$750.00
overhead				4%	$30.00
Sub-Total B					$780.00
Profit				6.00%	$46.80
Total B					$826.80
Total A+B					$6,696.98
					$6,696.98
Bond				2%	$133.94
					6,830.92

TOTAL
please add 3 working days

Change Order Proposal 2

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF 3/3/2022
replace door frames 101 A &B
non standard hinge locations , hardware company recommends replacing

Proposal price

Sub-Contractor					
					$0.00
	Straight Line		conc cutting		$400.00
	Subtotal				$400.00
	Commission			10%	$40.00
	Total A				$440.00
Contractor					
Demo	1	hrs.	frame	70	$70.00
Material		frames <door>			$488.00
equip rental					$0.00
Labor	3	hrs	install fram	70	$210.00
Clean	0	hrs.		70	$0.00
		hrs		0	$0.00
Manage	1	hrs		90	$90.00
	subtotal				$858.00
	overhead			15%	$128.70
	Sub-Total B				$986.70
	Profit			6.00%	$59.20
	Total B				$1,045.90
	Total A+B				$1,485.90
					$1,485.90
Bond				2%	$29.72
					1,515.62

TOTAL
please add 0 working days

Change Order Proposal

2 rev

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF 3/3/2022
replace door frames 101 A &B
non standard hinge locations , hardware company recommends replacing

Proposal price					
Sub-Contractor					
					$0.00
	Straight Line		conc cutting		$400.00
	Subtotal				$400.00
	Commission			5%	$20.00
	Total A				$420.00
Contractor					
Demo	1 hrs.	frame		70	$70.00
Material	frames <door>				$488.00
equip rental					$0.00
Labor	3 hrs	install fram		70	$210.00
Clean	0 hrs.			70	$0.00
	hrs			0	$0.00
Manage	1 hrs			90	$90.00
	subtotal				$858.00
	overhead			4%	$34.32
	Sub-Total B				$892.32
	Profit			6.00%	$53.54
	Total B				$945.86
	Total A+B				$1,365.86
					$1,365.86
Bond				2%	$27.32
					1,393.18

TOTAL
please add 0 working days

Change Order Proposal

3

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
Demolish and dispose of steel mezanine
in center storage bay

4/12/2022

Proposal price					
Sub-Contractor					
					$0.00
					$0.00
	Subtotal				$0.00
	Commission			10%	$0.00
	Total A				$0.00
Contractor					
Demo	32	hrs.	frame	70	$2,240.00
Material					$0.00
equip rental					$0.00
Labor	0	hrs	install fram	70	$0.00
Clean	1	hrs.		70	$70.00
		hrs		0	$0.00
Manage	1	hrs		90	$90.00
	subtotal				$2,400.00
	overhead			15%	$360.00
	Sub-Total B				$2,760.00
	Profit			6.00%	$165.60
	Total B				$2,925.60
	Total A+B				$2,925.60
					$2,925.60
Bond				2%	$58.51
					2,984.11

TOTAL
please add 2 working days

Change Order Proposal

3 revised

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: **Robert Blain**
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
Demolish and dispose of steel mezanine
in center storage bay

4/12/2022

Proposal price					
Sub-Contractor					
					$0.00
					$0.00
	Subtotal				$0.00
	Commission			10%	$0.00
	Total A				$0.00
Contractor					
Demo	32	hrs.	frame	70	$2,240.00
Material					$0.00
equip rental					$0.00
Labor	0	hrs	install fram	70	$0.00
Clean	1	hrs.		70	$70.00
		hrs		0	$0.00
Manage	1	hrs		90	$90.00
	subtotal				$2,400.00
	overhead			4%	$96.00
	Sub-Total B				$2,496.00
	Profit			6.00%	$149.76
	Total B				$2,645.76
	Total A+B				$2,645.76
					$2,645.76
Bond				2%	$52.92
					2,698.68

TOTAL
please add 2 working days

Deduct for COP 1,2,3 total (782.19)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Executing Change Order #2 with Tyler Technologies for the Munis Software Upgrade
Presenter:	
Prepared By:	D. Hope
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

On February 2, 2021, the Board of County Commissioners approved Resolution 2021-133 and executed a contract with Tyler Technologies for the Munis Software Upgrade.

On May 11, 2021, the Board of County Commissioners approved Resolution 2021-384 ratifying change order #1 with Tyler Technologies for the Munis Software Upgrade to include an additional year of historical accounting, actuals and budgets from our current Eden Software platform at no additional cost to the County.

There is a need for an additional change order to remove unused conversions from the original agreement totaling ($11,650.00) and to add an additional 56 hours of Project Management for Munis-ERP-Implementation Hours in the amount of $10,360.00 and an additional 60 hours of Project Management for ERP-Conversions converted to implementation for a total amount of $11,100.00 which results in an overall increase to the original contract in the amount of $9,810.00.

Fiscal Impact

Amount: $9,810.00
Fund: Capital Projects Fund

Recommendation

Execute Change Order #2 as recommended by the Director of Operations and Capital Assets.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING CONTRACT CHANGE ORDER #2 WITH TYLER TECHNOLOGIES FOR THE MUNIS SOFTWARE UPGRADE

WHEREAS, on February 2, 2021, the Board of County Commissioners approved Resolution 2021-133 and executed a contract with Tyler Technologies for the Munis Software Upgrade; and

WHEREAS, on May 11, 2021, the Board of County Commissioners approved Resolution 2021-384 and executed Change Order #1 with Tyler Technologies for the Munis Software Upgrade to transfer an additional year of historical accounting actuals and budgets from the current Eden Software to the new Munis Software at no additional cost to the County; and

WHEREAS, there is a need for a second change order to the Munis contract to remove unused conversions from the original agreement totaling ($11,650.00) and to add an additional 56 hours of Project Management for Munis-ERP-Implementation in the amount of $10,360.00 and an additional 60 hours of Project Management for ERP-Conversions converted to implementation for a total amount of $11,100.00 which results in an overall increase to the original contract in the amount of $9,810.00; and

WHEREAS, County staff has negotiated a fair and reasonable price for Change Order No. 2 in the amount of $9,810.00 plus W.S.S.T.; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires the Board of County Commissioners to execute change orders; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order #2, attached hereto between Benton County and Tyler Technologies for the Munis Software Upgrade for an amount not to exceed $9,810.00 plus W.S.S.T.; and

BE IT FURTHER RESOLVED, the original contract amount is hereby increased from $716,402.00 to $726,212.00 plus W.S.S.T.

Dated this ___ day of July 2022.

_____

Chairman

_____

Chairman Pro-Tem

_____

Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing
cc: Auditor

D.Hope

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Benton County, Washington, with offices at 620 Market Street, Prosser, Washington 99350 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 2, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:

    a. Accounting Standard COA, at a contract price of: $1,000;
    b. Capital Assets Std Master, at a contract price of: $1,750;
    c. General Billing Std CID, at a contract price of: $900;
    d. General Billing - Recurring Invoices, at a contract price of: $1,750;
    e. General Billing – Bills up to 5 years, at a contract price of: $2,250;
    f. Project Grant Accounting Standard, at a contract price of: $1,000;
    g. Project Grant Accounting – Actuals up to 3 years, at a contract price of: $750;
    h. Project Grant Accounting – Budgets up to 3 years, at a contract price of: $750; &
    i. Purchasing - Purchase Orders – Standard Open PO's only, at a contract price of: $1,500

2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Benton County, Washington
By: Robert Kennedy-Jensen	By:
Name: Robert Kennedy-Jensen	Name:
Title: Group General Counsel	Title:
Date: July 14, 2022	Date:

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jason Cloutier
Quote Expiration:	10/15/22
Quote Name:	Munis-ERP-Implementation Hours
Quote Description:	Additional PM Hours

Sales Quotation For:
Debbie Calhoun
Benton County
620 Market St
Prosser WA 99350-0630
Phone: +1 (509) 786-5611

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	56	$ 185.00	$ 0.00	$ 10,360.00	$ 0.00
TOTAL				**$ 10,360.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0.00	$ 0.00
Total Annual	$ 0.00	$ 0.00
Total Tyler Services	$ 10,360.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 10,360.00**	**$ 0.00**
Contract Total	**$ 10,360.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Quoted By:	Jason Cloutier
Quote Expiration:	11/30/22
Quote Name:	Benton County-ERP-Conversions converted to Implementation Hours
Quote Description:	PM Hours

Sales Quotation For:
Benton County
620 Market St
Prosser WA 99350-0630
Phone: +1 (509) 786-5611

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	60	$ 185.00	$ 0.00	$ 11,100.00	$ 0.00
TOTAL				**$ 11,100.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0.00	$ 0.00
Total Annual	$ 0.00	$ 0.00
Total Tyler Services	$ 11,100.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 11,100.00**	**$ 0.00**
Contract Total	**$ 11,100.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Award and execute contract with HDR Engineering, Inc. for the review and update of the Benton County Comprehensive Solid & Hazardous Waste Management Plan
Presenter:	
Prepared By:	D. Hope
Reviewed By:	M. Mahoney & Procurement

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

Pursuant to resolution 2021-233, Benton County Procurement, Leasing and Contracting Policy the purchasing department solicited a request for qualifications for the review and update of the Benton County Comprehensive Solid & Hazardous Waste Management plan. Three (3) responses were received from HDR Engineering, Inc., Bellevue, WA; Great West Engineering, Boise, ID; and SCS Engineers, Bellevue, WA. County Staff reviewed and evaluated all proposals and HDR Engineering, Inc. was chosen as the most qualified.

County staff worked with HDR Engineering, Inc. to negotiate a scope of work, fee, and contract. Therefore, the County Public Works Operations Manager recommends the award and execution of the contract with HDR Engineering, Inc. for review and update of the Benton County Comprehensive Solid & Hazardous Waste Management Plan.

The contract has been reviewed and approved as to form by the Benton County Deputy Prosecuting Attorney and signed by HDR Engineering, Inc.

Fiscal Impact

Amount: $80,505.00

Fund: Solid Waste Fund

Recommendation

It is recommended by the Public Works Operations Manager that the Board award and execute the contract for review and update of the Benton County Comprehensive Solid & Hazardous Waste Management Plan to HDR Engineering, Inc., with said contract expiring December 31, 2023.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARD AND EXECUTION OF CONTRACT WITH HDR ENGINEERING, INC., OF BELLEVUE, WA, FOR REVIEW AND UPDATE OF THE BENTON COUNTY SOLID & HAZARDOUS WASTE MANAGEMENT PLAN

WHEREAS, per Resolution 2021-233 Benton County Procurement, Leasing and Contracting policy the purchasing department solicited a request for qualifications for review and update of the Benton County Solid & Hazardous Waste Management Plan; and

WHEREAS, a total of three (3) proposals were received from HDR Engineering, Inc., Bellevue, WA; Great West Engineering, Boise, ID; and SCS Engineers, Bellevue, WA; and

WHEREAS, County staff reviewed and evaluated all proposals and HDR Engineering, Inc. was chosen as the most qualified; and

WHEREAS, County staff worked with HDR Engineering, Inc. to negotiate a scope of work, fee, and contract; and

WHEREAS, the Public Works Operations Manager recommends award and execution of the contract to HDR Engineering, Inc. in the amount of $80,505.00 excluding WSST, with said contract expiring December 31, 2023; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners concurs with the Public Works Operations Manager's recommendation and hereby awards the contract for the review and update of the Benton County Solid & Hazardous Waste Management Plan to HDR Engineering, Inc. in the amount of $80,505.00 excluding WSST; and

BE IT FURTHER RESOLVED, said contract shall expire on December 31, 2023.

Dated this 26th day of July, 2022.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

Orig.: Purchasing D. Hope
cc: Auditor, PA, HDR

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and HDR ENGINEERING, INC., a corporation organized under the laws of the State of Nebraska with its principal offices at 929 108th Ave NE, Suite #1300, Bellevue, WA 98004-4361(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work; and
b. Exhibit B – Fees.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

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d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Wendy Mifflin, Solid Waste Project Manager for HDR Engineering, Inc.
Address:	929 108th Ave NE, Suite 1300 Bellevue, WA 98004-4361
Phone:	(509) 929-3868
Email:	wendy.mifflin@hdrinc.com

b. For COUNTY:

Name:	Matt Mahoney, Operations Manager for Benton County Public Works
Address:	102206 Wiser Parkway Kennewick, WA 99338
Phone:	(509) 786-5611
Email:	matt.mahoney@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit B, "Fees", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Eighty Thousand five hundred five dollars and zero cents ($80,505.00).

c. No payment shall be made for any work performed by the

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CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by

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both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 negligent or wrongful acts or omissions of CONTRACTOR or its subcontractors. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any 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 CONTRACTOR 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 CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR 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 CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims arising from any allegation of negligent or wrongful act or omission, including any breach of common law, statutory, or other delegated duty, by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must 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 CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR 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. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of 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 Contract.

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CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 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 CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability

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pursuant to the indemnification requirement under Section 7. CONTRACTOR'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.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Not Used.**

f. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'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 CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the

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policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'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.

5. The CONTRACTOR 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.

6. 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 CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR 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. CONTRACTOR 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. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR 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 CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR 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 CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this

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Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

g. **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 that have an 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 Chapter 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or material change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a redacted copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336. The CONTRACTOR may redact those portions of the insurance

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policies that include CONTRACTOR financial information, employee information, premiums, and rates.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it

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agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do

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so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the

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COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR

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each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting

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period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated:_____

FOR: BENTON COUNTY

Chairman

Member

Member

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

Attest:_____
Clerk of the Board

Approved as to Form

DocuSigned by:
Reid Hay
7D2675FA0005430...
Civil Deputy Prosecuting Attorney

Dated: July 12th, 2022

FOR: HDR ENGINEERING, INC.

Signature

Sr. Vice President
Title:

Rob Berman
Print Name

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EXHIBIT A

July 11, 2022

Matt Mahoney
Benton County Public Works
102206 Wiser Parkway
Kennewick, WA 99338

RE: Benton County Comprehensive Solid and Hazardous Waste Management Plan Review and Update

Background

Benton County (County) would like a technical review and update to its 2013 Comprehensive Solid Waste and Hazardous Waste Management Plan (Plan). The Plan includes management, storage, collection, diversion, transportation, treatment, reuse, processing, and final disposal of wastes and recyclable materials managed within the County. In addition to the Plan update, the County is requesting technical assistance with the development of policies, operational plans and procedures for the new Moderate Risk Waste (MRW) facility and the existing used oil collection sites.

Scope of Services

Task 1: Project Management

OBJECTIVE

The purpose of this task is to monitor, control, and adjust scope, schedule, and budget; and to provide monthly status reporting, accounting, and invoicing for the project.

HDR SERVICES

- Schedule, manage, and allocate project resources based on schedule, budget, work plan, and activities.
- Provide frequent, scheduled communication with County Project Manager.
- Communications will including calls, emails, meetings, workshops, and other communication appropriate based on the activity.
- Prepare monthly electronic progress reports and invoices.

CLIENT RESPONSIBILITIES

- Timely review and payment of monthly invoices and Progress Reports.

KEY UNDERSTANDINGS

- Invoices and Progress Reports will be submitted electronically on a monthly basis.
- Progress Reports will be no more than two (2) pages and will include:
    - Summary of the work completed during the previous month
    - Work scheduled for current month
    - Identification of project issues
- HDR's Project Manager will be available for phone or email correspondence on project management issues or questions, but no in-person meetings are planned.
- Project duration will be approximately 15 months.

DELIVERABLES

- Monthly invoice and progress reports (electronic PDF).

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Task 2: Plan Update

OBJECTIVE

The purpose of this task is to assist the County in the preparation of an updated Plan.

HDR SERVICES

- Prepare a Request for Information (RFI) related to documents required from the County such as contracts, reports, and documents needs for reference and inclusion in the Plan Update.
- Review data from the County, Ecology, and 2013 Plan document.
- Plan and attend a kickoff meeting with County staff to outline key goals and objectives and discuss their likely impact on refining the Plan. The kickoff meeting will also include facility tours.
- Conduct a planning meeting via conference call with the County to discuss the document outline and approach for completion of each chapter. Documents listed in the RFI will also be discussed.
- Research changes to state and local legislation, regulations, and guidelines which may affect solid waste management.
- Review background information and regulatory changes since 2013, correlating new legislation to policies.
- Obtain County population projections from the Washington State Office of Financial Management.
- Estimate quantities of overall countywide disposal, recycling, and generation.
- Prepare waste generation projections.
- Provide Plan revisions and updates to text, tables, and figures for County approval.
- Update Chapters from the 2013 Plan document to the following:
    - Executive Summary
    - Background
    - Waste Stream
    - Collection/Transfer/Disposal
    - Waste Reduction/Recycling/Education and Outreach/Contamination Reduction and Outreach Plan (CROP In Appendix)
    - Organics
    - Miscellaneous Wastes
    - Moderate Risk Waste
    - Energy Recovery
    - Administration, Financing, and Enforcement
    - Implementation Plan
- Review existing waste reduction and recycling programs, including education and outreach, and recommend any improvements needed to meet future needs.
- Research recycling markets: review designated recyclable materials and assess the viability of recycling markets available to the County.
- Develop and evaluate alternatives to meet current and future waste reduction and recycling needs and opportunities through the following steps.
    - Step 1: Identify a range of options to increase residential and commercial waste prevention, recycling, and composting by considering the following:
        - Materials currently disposed in large quantities
        - Materials for which there are viable markets available to the County
        - Likely generators of those materials
        - Current recycling infrastructure
    - Step 2: Evaluate options to assign high, medium, and low ratings

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    - Step 3: Review options and ratings with the County in to select recommended actions
- Assess current practices and provide guidance on updates needed to comply with regulations for wastes that require additional handling procedures for disposal. Handling of the following special wastes will be evaluated: agricultural waste, inert and construction and demolition (C&D) waste, animal carcasses, appliances, automobiles, asbestos, infectious and pharmaceutical waste, electronic waste, petroleum contaminated soil, street sweepings/vactor waste, septage, wastewater sludges, hazardous and radioactive wastes, and tires.
- Review information from the transfer stations as to the quantity and types of materials handled at each facility, capacity of each facility, and overall adequacy of each facility as it relates to the role it plays in the County's integrated solid waste management system. Assess improvements, physical and operational, that could be made to optimize the performance of the transfer station facilities.
- Evaluate management of C&D materials and support Washington State's goal to increase the use of "green" building practices.
- Assess MRW facilities and reporting procedures to assess compliance with WAC 173-350-360.
- Support Washington State's Moving Waste Beyond Waste and Toxics goal to increase diversion of organic materials by evaluating options to increase division in organics categories such as yard waste, wood waste, food waste, agricultural waste, and biosolids.
- Explore program alternatives in discussions with County staff on topics such as yard waste programs, composting, agricultural waste programs, and biosolids beneficial use. Assist with compliance with HB 1799 Organics Material Management.
- Identify goals and objectives for collection and clarify existing collection situations for organics in municipalities and unincorporated area of the County.
- Evaluate disposal services in relation to providing reliable services for managing solid waste materials.
- Present waste, recycling, and yard waste collection practices including public and private haulers, rates, and services by jurisdictions and develop alternative collection strategies. Assist with compliance with the CROP.

CLIENT RESPONSIBILITIES

- Provide prior Plan in electronic format (Word if available).
- Attend kickoff meeting.
- Participate in conference calls to clarify existing information and changes to regulations and guidelines.
- Participate in conference calls to discuss chapter alternatives and recommendations to be evaluated.
- Review and provide timely comments on Plan chapter revisions.
- Review and provide comments on the Draft Plan.
- Provide tonnage data for the County's waste stream as well as any available information that would be helpful in assigning tonnage to the commercial, residential, self-haul, and C&D waste streams.
- Assist in obtaining data on population projections and selecting base years to be used for projections.
- Provide input on potential new programs to be implemented for waste reduction, recycling, and composting.

KEY UNDERSTANDINGS

- One trip, with two (2) HDR staff in attendance, for the kickoff meeting with the County is anticipated.
- Kickoff meeting will include site visits to facilities.
- Planning periods will be for 6- and 20-year durations.
- An average of five alternatives and four recommendations will be evaluated for chapters 3 through 9.

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- Input from key personnel involved in debris management, such as the County Planning and Development Services, the Department of Emergency Management, the local Health District, municipal representatives, and hauler representatives will be gathered via telephone calls.
- Up to two (2) HDR staff will attend meetings.
- Draft Plan and Final Plan will be submitted in electronic format (PDF for entire plan, PDF for figures, and individual chapters in Word) delivered via email.

DELIVERABLES

- Kickoff meeting agendas and notes in Word format (electronic only).
- Individual Plan chapters as outlined with tracked revisions in Word format (electronic only).
- Draft Plan, as required based on Ecology's comments, with tracked revisions in Word format (electronic only).
- Final Draft Plan in Word and PDF format (electronic only).
- Final Plan in Word and PDF format (electronic only).

Task 3: Washington Utilities and Transportation Commission Cost Assessment Questionnaire

OBJECTIVE

By state law (RCW 70A.205.065), solid waste management plans are required to include:

"An assessment of the plan's impact on the costs of solid waste collection. The assessment shall be prepared in conformance with guidelines established by the Utilities and Transportation Commission (WUTC or Commission). The Commission shall cooperate with the Washington State association of counties and the association of Washington cities in establishing such guidelines."

The purpose of this cost assessment is to evaluate the impact of proposed activities on current garbage collection and disposal rates, and to provide projections of future rate impacts. The WUTC needs this information to review the plan's impacts to the waste haulers that it regulates. For these haulers, WUTC is responsible for setting collection rates and approving proposed rate changes. Hence, WUTC will review the following cost assessment to determine if it provides adequate information for rate-setting purposes and will advise the County as to the probable collection rate impacts of proposed programs. Consistent with this purpose, the cost assessment focuses primarily on those programs (implemented or recommended) with potential rate impacts.

HDR SERVICES

- Prepare a draft WUTC Cost Assessment Questionnaire in accordance with the WUTC guidelines (WUTC October 2019).

CLIENT RESPONSIBILITIES

- Review draft WUTC Cost Assessment Questionnaire provide questions via email.
- Provide system revenues which are anticipated to be the fees charged at the two transfer stations in addition to interest earned on fund balances, miscellaneous revenues, and annual grant funds from Ecology.
- Provide system costs which are anticipated to be administrative (general, planning, and recycling), facility operations, operation and maintenance reserves and taxes, and capital improvements.
- Respond to questions received from WUTC during agency review and revise SEPA checklist, if needed.

KEY UNDERSTANDINGS

- No travel required for this task.

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- Population projections used will be available from the Washington State Office of Financial Management.
- Waste stream generation information will be the same as described in the Waste Stream description chapter of the Draft Plan.
- System revenues and costs will be used as provided by the County and a separate cost of service assessment will not be performed by HDR.
- Recycling programs information will be the same as described in the Material Management chapter of the Draft Plan.
- Collection programs information will be the same as described in the Collection, Transfer, and Disposal chapter of the Draft Plan.
- HDR will respond to the County's questions regarding the draft WUTC Cost Assessment Questionnaire via email.

DELIVERABLES

- Draft and Final WUTC Cost Assessment Questionnaire in electronic format (Word document) delivered via email.

Task 4: State Environmental Policy Act (SEPA) Checklist

OBJECTIVE

The purpose of this task is to complete the SEPA checklist required by Ecology.

HDR SERVICES

- Review County prepared draft Non-Project SEPA checklist for consistency with the requirements of WAC 197-11 for the Plan. The review will also include the responses to the Supplemental Questionnaire required for Non-Project Actions.

CLIENT RESPONSIBILITIES

- Prepare the draft SEPA documents.
- Sign the SEPA checklist.
- Formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Provide mailing lists and postage fees.
- Handle public notification mailing, distribution, posting at public facilities (e.g., Libraries, City Hall, County facilities), on-site posting, as required.
- Sign SEPA determination.

KEY UNDERSTANDINGS

- The County will complete the appropriate SEPA checklist with HDR staff providing review comments only.
- Participation in a SEPA public meeting or open house is not anticipated.
- Scope and budget to support a SEPA appeal is not included and is considered out of scope.

DELIVERABLES

- Final SEPA Checklist in electronic format will be delivered by the County via email and to be attached to the Plan as an appendix.

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Task 5: Stakeholder Engagement

OBJECTIVE

The purpose of this task is to provide the County with additional support during Solid Waste Advisory Committee (SWAC) meetings, attendance at City Council meetings and Benton County Board of Commissioners (BOCC) meetings. HDR will be available for in person and virtual meetings with stakeholders for review of the SWMP.

HDR SERVICES

- Assist with up to ten (10) meetings, two (2) in person and eight (8) virtual) with the SWAC.
- Provide additional support and assistance, as requested by the County, within contracted budget value.

CLIENT RESPONSIBILITIES

- Attend in-person and virtual meetings with the SWAC.
- Assist in planning SWAC meetings via conference call.
- Provide locations for the SWAC meetings.
- Participate in preparation for SWAC meeting(s) regarding the Draft Plan.
- Participate in BOCC and City Council meetings.

KEY UNDERSTANDINGS

- Up to one (1) HDR staff will attend virtual and in-person meetings, assumed to be two (2) hours each plus one hour of preparation and material development plus travel time.

DELIVERABLES

- Up to ten (10) SWAC presentations in PowerPoint delivered via email.

Task 6: Technical Assistance

OBJECTIVE

The purpose of this task is to provide technical assistance with the development of policies, procedures, and operational plans for the new MRW facility and existing used oil collection sites.

HDR SERVICES

- Prepare policies, procedures, and operational plans for the MRW facility and used oil collection sites.
- Assist with initial implementation and operations of the MRW facility during its opening phase.
- Provide additional support and technical assistance, as requested by the County, within the contracted budget value.

CLIENT RESPONSIBILITIES

- Provide direction regarding additional County support needs and technical assistance for the new MRW facility and used oil collection sites.

KEY UNDERSTANDINGS

- HDR will provide additional support and assistance, as requested by the County, within contracted budget value. Fifty (50) hours of senior level planning staff support is provided for additional planning assistance.

DELIVERABLES

- Final Draft Policies, Procedures, and Operational Plans in Word and PDF format (electronic only).
- Final Policies, Procedures, and Operational Plans in Word and PDF format (electronic only).

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Schedule

- Notice to Proceed (NTP) – Estimated August 1, 2022
- HDR Issues RFI – Within one week of NTP
- Kickoff Meeting with County staff – Within two weeks of NTP
- HDR Updates SWMP Chapters for County staff and SWAC Review – September 2022 through February 2023
- HDR Assists County staff with MRW and Used Oil Collection Site Technical Assistance – September 2022 through February 2023
- SWAC Approved Complete Draft Plan – March 2023
- SEPA and Agency Review Starts – March 2023 through July 2023
- HDR and County Staff Prepare Response to Agency Comments and Update Plan – August 2023
- County Staff and SWAC Review Final Plan – August 2023
- County to submit Final Plan to Cities for Adoption – September 2023
- Benton County Board of Commissioners Adopt Final Plan – October 2023
- Final Plan Approved by Ecology – November 2023

Estimated Fees and Disbursements

Compensation for proposed services will be billed on a Time and Materials basis. The total fee for these services is not to exceed $80,505, unless mutually agreed upon by HDR and the Client.

Table 1. Schedule of Fees

Tasks	Amount
Task 1 – Project Management	$5,841
Task 2 – Plan Update	$48,230
Task 3 – WUTC Cost Assessment	$5,999
Task 4 – SEPA Checklist	$199
Task 5 – Stakeholder Engagement	$6,651
Task 6 – Technical Assistance	$13,585
TOTAL	**$80,505**

Terms and Conditions

This proposal is valid for 60 work days from the date of submission. Thereafter, it may be subject to change.

EXHIBIT B

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LABOR ESTIMATE, HDR ENGINEERING STAFF

Benton County: SWMP Update 2022

		Mifflin, Wendy Louise	Lancaster, Lacey Noel	Calub, Lori J	Close, Josiah D	Bartelt, Katie Lynn Theisen (Kate)	Baumbach, Hannah Nicole	Adair, Tina M	Finn, Maureen C	Asman, Ryan R	Total Labor Hours	Total Labor Dollars
	Project Role	Project Manager	Assistant Planner	QA/QC	Senior Financial Analyst	Planner	Accountant	Technical Editor	Project Coordinator	Principal In Charge		
	Billing Rate	198.40	105.60	197.57	172.54	220.80	102.40	158.56	138.78	223.36		
1	**Top Task #1 Project Management**	**11**	**0**	**0**	**0**	**0**	**27**	**0**	**3**	**2**	**43**	**$ 5,810.26**
	Project Setup	1					4				5	**$ 608.00**
	Project Mgmt Plan / Quality Mgmt Plan / HASP	1							2		3	**$ 475.96**
	Coordination and Monitoring	2					4			2	8	**$ 1,253.12**
	Invoicing / Status Reporting / EV / WorkPlan	6					18				24	**$ 3,033.60**
	Project Closeout	1					1		1		3	**$ 439.58**
2	**Top Task #2 Plan Update**	**117**	**137**	**20**	**0**	**5**	**0**	**30**	**0**	**0**	**309**	**$ 47,492.20**
	Subtask 2.1 RFI and Existing Data Review	4	4								8	**$ 1,216.00**
	Subtask 2.2 Kickoff Meeting	8	10								18	**$ 2,643.20**
	Subtask 2.3 Planning Meeting with County Staff	4	4								8	**$ 1,216.00**
	Subtask 2.4 Executive Summary	2	4								6	**$ 819.20**
	Subtask 2.5 Introduction and Background	4	8								12	**$ 1,638.40**
	Subtask 2.6 Waste Stream	5	5								10	**$ 1,520.00**
	Subtask 2.7 Collection/Transfer/Disposal	20	10								30	**$ 5,024.00**
	Subtask 2.8 Waste Reduction/Recycling/Ed & Outrach/CROP	15	20			5					40	**$ 6,192.00**
	Subtask 2.9 Organics	8	8								16	**$ 2,432.00**

	Subtask 2.10 Miscellaneous Wastes	8	8								16	$ 2,432.00
	Subtask 2.11 Moderate Risk Waste	5	8								13	$ 1,836.80
	Subtask 2.12 Energy Recovery	3	5								8	$ 1,123.20
	Subtask 2.13 Administration/Financing/Enforcement	5	5								10	$ 1,520.00
	Subtask 2.14 Implementation Plan	8	15								23	$ 3,171.20
	Subtask 2.15 QA/QC			20							20	$ 3,951.40
	Subtask 2.16 Draft Plan Development	10	15					20			45	$ 6,739.20
	Subtask 2.17 Final Plan Development	8	8					10			26	$ 4,017.60
3	**Top Task #3 WUTC Cost Assessment**	**2**	**0**	**2**	**30**	**0**	**0**	**0**	**0**	**0**	**34**	**$ 5,968.14**
	Subtask 3.1 WUTC Cost Assessment Questionnaire	2		2	30						34	$ 5,968.14
4	**Top Task #4 SEPA Checklist**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**$ 198.40**
	Subtask 4.1 SEPA Preparation and Review	1									1	$ 198.40
5	**Top Task #5 Stakeholder Engagement**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**$ 6,348.80**
	Subtask 5.1 SWAC Meetings	32									32	$ 6,348.80
	Subtask 5.2 Benton County BOCC and City Meetings										0	$ -
6	**Top Task #6 Technical Assistance**	**60**	**10**	**2**	**0**	**0**	**0**	**1**	**0**	**0**	**73**	**$ 13,513.70**
	Subtask 6.1 Policy and Procedures Preparation	10	10	2				1			23	$ 3,593.70
	Subtask 6.2 Additional MRW Support	50									50	$ 9,920.00
	Task Total Hours	**223.00**	**147.00**	**24.00**	**30.00**	**5.00**	**27.00**	**31.00**	**3.00**	**2.00**	**492.00**	
	Task Total Fee	**$ 44,243.20**	**$ 15,523.20**	**$ 4,741.68**	**$ 5,176.20**	**$ 1,104.00**	**$ 2,764.80**	**$ 4,915.36**	**$416.34**	**$446.72**		**$ 79,331.50**

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Authorizing the Transfer and Allocation of the Energy Study Certification Tax Benefits earned on the Jail Boiler Replacement Project from Benton County to Apollo Mechanical Contractors of Kennewick, WA
Presenter:	
Prepared By:	D. Hope
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 Energy Policy Act of 2005 added Section 179D to the United States Code Title 26, Internal Revenue Code which gives an immediate tax deduction for the cost of improvements to commercial property designed to save energy arising from installation of energy efficient interior lighting, HVAC and hot water systems, or building envelope systems. Internal Revenue Bulletin 2008-14 allows the tax deduction relating to energy efficient commercial building property, installed on or in property owned by a Federal, State, or local government to be transferred and allocated to the person/entity primarily responsible for installation or construction, Apollo Mechanical Contractors.

The Energy Tax Deduction Transfer and Allocation Notice requires the signature of an Authorized Representative of the Owner of the Public Entity.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board authorize the Chairman to sign the attached Notice to transfer and allocate the Energy Study Certification tax benefits from Benton County to Apollo Mechanical Contractors.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF AUTHORIZING THE TRANSFER AND ALLOCATION OF THE ENERGY STUDY CERTIFICATION TAX BENEFITS EARNED ON THE NEW BENTON COUNTY JAIL BOILER REPLACEMENT PROJECT FROM BENTON COUNTY TO APOLLO MECHANICAL CONTRACTORS OF KENNEWICK, WA

WHEREAS, the Energy Policy Act of 2005 added Section 179D to the United States Code Title 26, Internal Revenue Code which gives an immediate tax deduction for the cost of improvements to commercial property designed to save energy through improvements to the interior lighting, HVAC and hot water systems, or building envelope systems; and

WHEREAS, Internal Revenue Bulletin 2008-14 allows the tax deduction relating to energy efficient commercial building property, installed on or in property owned by a Federal, State, or local government to be transferred and allocated to the person/entity primarily responsible for installation, Apollo Mechanical Contractors; and

WHEREAS, the Energy Tax Deduction Transfer and Allocation Notice requires the signature of an Authorized Representative of the Owner of the Public Entity; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the transfer and allocation of the Energy Study Certification tax benefits for the energy efficient assets installed for the Benton County Jail, per the Energy Policy Act of 2005 and Internal Revenue Bulletin 2008-14, from Benton County to the primary installer, Apollo Mechanical Contractors; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign the attached Energy Tax Deduction Transfer and Allocation Notice.

Dated this 26th day of July, 2022.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Original: Purchasing Dept. D. Hope
cc: Procurement

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SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

Apollo Mechanical created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *Apollo Mechanical* provided input into the creation of technical specifications through the following:

Apollo Mechanical served as the mechanical contractor for the following property listed on page two of this allocation form.

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The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

Benton County Jail hereby allocates *Apollo Mechanical* the Section 179D deduction for the property described below:

Benton County Jail Building Information				
Property Name	**Property Address**	**Placed in Service**	**Cost of Property**	**Allocation Percentage**
Benton County Jail	7122 W. Okanogan Pl. Kennewick, WA 99336	October 2021	$135,072	100%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *Benton County Jail* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

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Benton County Jail Representative Information	
Representative Name:	
Government Entity Name:	*Benton County Jail*
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

Apollo Mechanical Representative Information	
Representative Name:	Angie Haisch
Eligible Taxpayer Entity Name:	*Apollo Mechanical*
Title:	Chief Financial Officer
Address:	1201 West Columbia Dr. Kennewick, WA 99336
Telephone Number:	509-586-1104
Representative E-mail:	Angie.haisch@apollomech.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

_____
Signature (Benton County Jail Representative)

Angie Haisch
Angie Haisch (Apr 18, 2022 15:05 PDT)
Signature (Apollo Mechanical Representative)

_____
Date

Date

DocuSign Envelope ID: B7C1A591-7B55-4255-899F-AA479C77A6B8

Capital Programs

7122 W Okanogan Place; Bldg. A
Kennewick, WA 99336
PHONE (509) 737-3943
co.benton.wa.us

APPROVED AS TO FORM:

This letter assigning energy tax credits from Benton County to Apollo Mechanical Contractors for the Benton County Jail boiler replacement project has been reviewed and approved as to form.

DocuSigned by:
Eric Andrews 7/6/2022
B4F7673BB8A1486...

Eric Andrews, Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Award contract to Goodman & Melenbacher ENT, Inc. dba GAME, Inc. for the Benton County Shooting Range Expansion Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	R. Blain & Procurement

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

Per Resolution 2022-407 a call for bids was advertised for CB22-06 – Benton County Shooting Range Expansion project. On July 6, 2022 five (5) bids were received and opened in the amounts on the attached tabulation. Goodman and Melenbacher ENT, Inc. dba GAME, Inc. was the lowest bidder at $590,190.00 for both the base bid and the additive alternate bid. The Director of Operations and Capital Programs recommends award of the base bid and the additive alternate bid to Goodman and Melenbacher ENT, Inc. dba GAME, Inc.

A contract will be brought back to the Board at a later date.

Fiscal Impact

Amount: $590,190.00

Fund: Capital Projects Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board concur and award the contract for CB22-06 – Benton County Shooting Range Expansion project to Goodman and Melenbacher ENT, Inc. dba GAME, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING CB22-06 – BENTON COUNTY SHOOTING RANGE EXPANSION PROJECT TO GOODMAN AND MELENBACHER ENT, INC. DBA GAME, INC

WHEREAS, per Resolution 2022-407 a bid call was scheduled for CB22-06 – Benton County Shooting Range Expansion project; and

WHEREAS, five (5) bids were received and opened on July 6, 2022. The bid totals include the base bid and the additive alternate bid and are as set forth on the attached tabulation:

DelHur Industries, Inc. (DELHUII15804) Hermiston, Oregon	$703,819.95
Double J. Excavating, Inc. (DOUBLJE832LL) Pasco, Washington	$822,300.00
Goodman & Melenbacher Ent, Inc. dba GAME, Inc. (GOODMME006GJ) Kennewick, Washington	$590,190.00
Allstar Construction Group, Inc. (ALLSTCG902MZ) Richland, Washington	$946,703.65
Culbert Construction, Inc. (CULBELI975B3) Pasco, Washington	$756,472.71

WHEREAS, the Director of Operations and Capital Programs recommends award of the base bid and the additive alternate bid to Goodman and Melenbacher ENT, Inc. dba GAME, Inc. as the lowest bidder; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and awards the base bid and the additive alternate bid for CB22-06 – Benton County Shooting Range Expansion project to Goodman and Melenbacher ENT, Inc. dba GAME, Inc. in the amount of $590,190.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners direct staff to prepare a contract with Goodman and Melenbacher ENT, Inc. dba GAME, Inc. to be brought back to the Board for approval at a later date.

Dated this 26th day of July, 2022.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

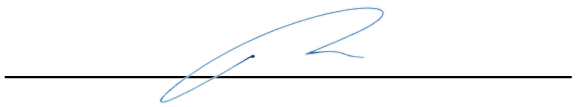
Constituting the Board of County Commissioners of Benton County, Washington
Washington.

Orig.: Procurement D. Hope

Benton County
Shooting Range Expansion Project
CB22-06

Bid Opening: July 6, 2022 3:00 p.m.

Benton County Shooting Range Expansion 93315 N. WA-225 Benton City, WA 99320		**Engineers Estimate**	**DelHur Industries, Inc.**	**Double J Excavatin, Inc.**	**Game, Inc.**
Acknowledge one Addendum:			X	X	X
Bid Form Signed:			X	X	X
Bid Bond:			X	X	X
Base Bid:		$670,000.00	$584,747.55	$698,200.00	$482,190.00
Alternate Bid:	Stadium lighting design & installation: including breakers, controls, conduit, conductor,s bases, poles & Fixtures	$130,000.00	$119,072.40	$124,100.00	$108,000.00
Total with Alternate bid:		**$800,000.00**	**$703,819.95**	**$822,300.00**	**$590,190.00**



Benton County
Shooting Range Expansion Project
CB22-06

Bid Opening: July 6, 2022 3:00 p.m.

Benton County Shooting Range Expansion 93315 N. WA-225 Benton City, WA 99320	**Allstar Construction Group, Inc.**	**Culbert Construction, Inc.**		
Acknowledge one Addendum:	X	X		
Bid Form Signed:	X	X		
Bid Bond:	X	X		
Base Bid:	$839,302.00	$654,831.50		
Alternate Bid: Stadium lighting design & installation: including breakers, controls, conduit, conductor,s bases, poles & Fixtures	$107,401.65	$101,641.21		
Total with Alternate bid:	**$946,703.65**	**$756,472.71**		

I, Robert Blain, certify the above items were included in the bids as opened at the Benton County Administration Building, 7122 W. Okanogan Pl. Bldg E, Kennewick, WA at 3:00 p.m.on July 6, 2022.

Robert Blain, Director of Operations & Capital Assets

DocuSign Envelope ID: 60359250-592D-434B-9D8D-1660AD874777

BID FORM

THIS BID SUBMITTED TO: Benton County Administration Building
Building E, 3rd Floor, Commissioners Office
7122 W. Okanogan Place
Kennewick, WA 99336

BID INFORMATION

Bidder: GAME, Inc.

Project Name: Benton County Shooting Range Expansion

Project Location: Benton County

Owner: Benton County

CERTIFICATIONS AND BASE BID

In submitting this proposal, the Contractor represents that:

A. The Contractor has examined the entire Request for Proposal and all addenda thereto.

B. Single Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above named project, according to the requirements to the Procurement and Contracting Documents, for the stipulated sum broken out into the following tasks:

a. Base Bid (all trades)

FOUR HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED NINETY DOLLARS Total Dollars ($ 482,190.00)
(Amount in words)
Excluding Washington State sales tax.

b. Additive Alternate Bid (all trades) – Stadium Lighting design and installation: including breakers, controls, conduit, conductors, bases, poles, and fixtures.

ONE HUNDRED EIGHT THOUSAND DOLLARS Total Dollars ($ 108,000.00)
(Amount in words)
Excluding Washington State sales tax.

DocuSign Envelope ID: 60359250-592D-434B-9D8D-1660AD874777

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [**10**] days after a written Notice of Award, if offered within [**60**] days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

TWENTY FOUR THOUSAND ONE HUNDRED & NINE FIFTY CENTS Dollars ($ 24,109 50).
(Amount in words)

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, U.S. money order, or bid bond.

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work no later than 150 calendar days after the date established in the Notice to Proceed.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated June 24th, 2022.

Addendum No. 2, dated _____.

CONTRACTOR'S LICENSE

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DocuSign Envelope ID: 60359250-592D-434B-9D8D-1660AD874777

NON-COLLUSION DECLARATION

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

REQUIRED PUBLIC WORKS TRAINING

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had Labor and Industries training, or they are exempt from said public works training.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 6th day of July, 2022.

Submitted By: GAME, Inc
(Name of bidding firm or corporation).

Authorized Signature: Marcus Goodman (Handwritten signature).

Signed By: Marcus Goodman (Print name).

Title: Vice President (Owner/Partner/President/Vice President).

Street Address: 2312 S. Ely St.

City, State, Zip: Kennewick, Wa 99336.

Phone: (509) 308-6891.

Email: marcus@gameincgc.com

Contractor's License No.: GOODMME006BJ.

UBI No.: 601.999.897.

Federal Tax ID No.: 91.2016576.

Washington State Employment Security No.: 000.100743.00.0.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Goodman & Mehlenbacher Enterprises, Inc.
P. O. Box 5949
Kennewick, WA 99336

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Benton County
7122 W Okanogan Place
Kennewick, WA 99336

BOND AMOUNT: $ 5%

Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Benton County Shooting Range Expansion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2022

(Witness)

Goodman & Mehlenbacher Enterprises, Inc.
(Principal) *(Seal)*

By: VICE PRESIDENT
(Title)

(Witness) Thomas V. A. Davis

Berkley Insurance Company
(Surety) *(Seal)*

By:
(Title) AiLi Palmer Attorney-in-Fact

No. BI-7801m

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***James E. Majeskey II; Judith C. Kaiser-Smith; Thomas V. A. Davis; Jaclyn R. Kruse; Melissa Wolf; AiLi Palmer; or Jennifer Martinez Ibarra of PayneWest Insurance, a Marsh & McLennan Agency LLC Company of Spokane, WA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of June, 2022.

Attest:

(Seal)

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of June, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30 day of June, 2022.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Meier

ADDENDUM # 1

Benton County
Shooting Range Expansion
Benton City, WA

06/24/2022

To all "Plan Holders of Record" and Prime Bidders:

The following changes, modifications, additions and clarifications shall be made to the Contract Documents dated 10/30/2020 for the Benton County Shooting Range Expansion project. This addendum shall be bound to the inside front cover of the construction documents. Acknowledgment of this addendum shall be indicated on your bid proposal form.

PRE-BID WALK QUESTIONS AND RESPONSES

1. Are there possibilities to work other days than the indicated Monday, Tuesday and Thursday?

   All down range work must be on the indicated workdays but work behind the adjacent firing lines can be done on other days.

2. What are the required work hours, can we go with longer days?

   Yes, working longer hours on the indicated days is acceptable to meet schedule.

3. Is construction water available on site?

   Construction water is not available on site but can be obtained from an irrigation well at Horn Rapids Park. Horn Rapids Park **is located about 3 miles northeast of the project site on WA-225.**

4. Benton County will pay for all permits and fees, but does that include the L&I Electrical Permit?

   No, the electrical contractor will be required to pay the electrical permit and pay fee.

5. Is Benton County handling the new power service transformer?

   Benton County has already applied for the new power service and will pay the costs from the PUD.

6. Is there a geotechnical report for the project site?

   There is no specific geotechnical report for this area. It was mentioned during the discussion, by the shooting range manager, that they did not think the basalt rock is whin our project area.

7. Where will the construction site access be?

   The contractor shall use the shotgun range access to the northeast of the project site for all construction access. The contractor will be responsible to repair the access gate and roadway to its original pre-construction condition.

8. Can the bid date be pushed back?

   The bid date shall be changed to Wednesday, July 6th. The time and place will remain the same.

9. During the discussion in was incorrectly mentioned that the alternate bid lighting poles would be located down range. That is incorrect, they shall be located behind the new building as indicated on the electrical plans.

10. The pre-bid walk sign in sheet is attached.

GENERAL QUESTIONS

1. Will electronic AutoCAD and topographical survey be available?

   AutoCAD files of drawings will be made available to the selected contractor for their use. AutoCAD files provided to the contractor are not official and are for reference use only.

2. Will Benton County provide construction staking?

   No, contractor is responsible for construction surveying and staking.

3. Are the dual head flood lights on top of the building part of the Alternate bid lighting?

   No, they are part of the base bid and will remain if alter bid is accepted.

4. Can the existing power to the gate be abandoned and new power from new panel PP1 be used to operate gate?

   No, keep existing power to existing gate.

PROJECT MANUAL

1. SECTION 001113 – ADVERTISEMENT FOR BID:

   CHANGE the bid date from "Thursday the 30th day of June 2022" to "Wednesday the 6th of July 2022".

2. SECTION 002113 - INSTRUCTION TO BIDDERS: 17.0 BUILDING PERMITS AND INSPECTIONS:

   CHANGE sentence to read "Benton County will pay for all permits, except for the electrical L&I permit."

3. SECTION 01100 – SUMMARY:

   ADD to 1.5, B. the following sentence. "All down range work must be on the indicated workdays but work behind the adjacent firing lines can be done on other days."

DRAWINGS:

1. C101 SITE PLAN:

   Move shooting range approximately 20 feet northeast as indicated in attached revised C101.

2. C111 GRADING AND EROSION CONTROL PLAN:

   Move shooting range approximately 20 feet northeast and adjust grading as indicated in attached revised C111.

3. S001 – GENERAL NOTES AND LEGEND:

   DELETE lines B and C from Timber note 5. The intent is that only the embedded posts and boards in direct contact with concrete be pressure treated.

4. S001 – GENERAL NOTES AND LEGEND:

   ADD CONCRETE note 19 to read as follows: All sawcut joints shall be filled with gray joint sealant.

5. S001 – GENERAL NOTES AND LEGEND:

   ADD to METAL ROOFING AND SIDING note 2 the following sentence: Provide drip flashing at all ends of siding and provide trim flashing around door.

6. S101 – PLANS AND ELEVATIONS:

   ADD flashing call outs, saw cut joint and CHANGE concrete slab finish as indicated on attached revised drawing S101.

7. S501 – SECTIONS AND DETAILS:

   ADD flashing and plywood sheathing call outs and DELETE weld as indicated on attached revised drawing S501.

8. E001 – GENERAL NOTES AND LEGEND:

   DELETE Specific Code Notes Note 1 concerning commissioning in its entirety.

Attachments

1. Pre-Bid Walk Sign in Sheet
2. C101 Rev 1
3. C111 Rev 1
4. S101 Rev 1
5. S501 Rev 1

End of Addendum 1

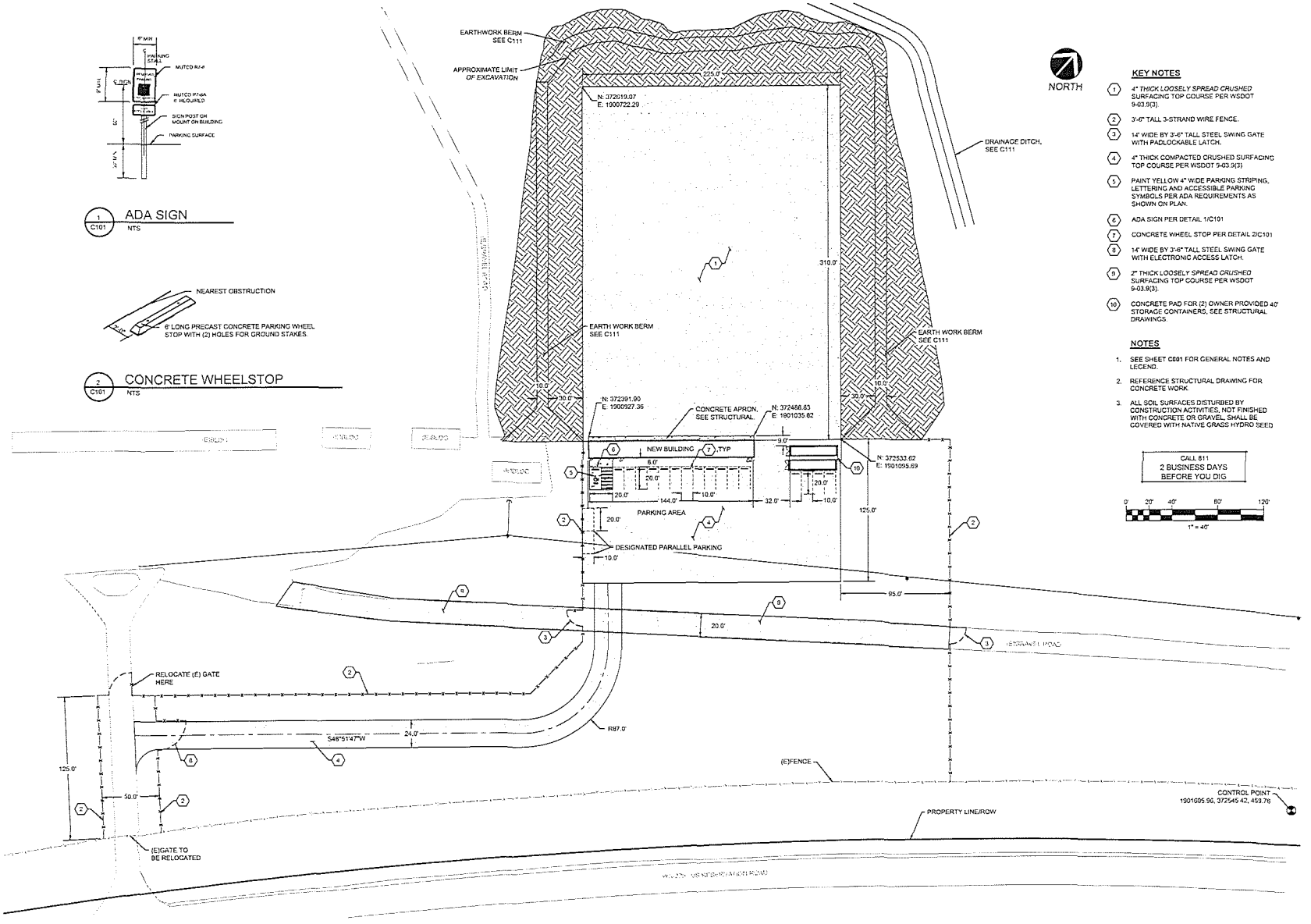
PRE-BID WALKTHROUGH

Benton County
Shooting Range Expansion
Benton City, WA

NAME	COMPANY	PHONE	EMAIL
Jeff Bullock	North Coast Const.	509-765-5885	
James Lund	Nelson Construction	509-540-6711	james@nelson-corp.com
Cameron Mensonides	Double J Excavating	509-792-0099	cameron@doublejexcavating.com
Drew Vincent	Vincent Brothers LLP.	366-7442	Drew@the vincentbros.com
Levi Currans	Fulcrum Electric, LLC	509-578-0451	levi@fulcrumelectric.com
Landon Kafentzis	Total Site Services LLC	509.371.1000	landon@tss8a.com
Marcus Goodman	Game, Inc	509-582-5870	marcus@gameincgc.com
Steve Culbert	Culbert Construction Inc	509-544-0229	steve@culbertconstruction.com
Bruce Emory	Allstar Construction Group	509 943 9825	bruce@allstarcgi.com
Nicki Clapper	Delthur Industries Inc.	503-727-5650	ESTIMATING@DELTHUR.com
Kristy Inman	TC Excavation LLC	541 215 0879	kristy@tcexcavation.net
Brian McCance	MCC Electric	509-851-8182	BrianMcance@MCCelectric.com
Dean Olin	Olin Homes LLC	509 727 0817	dean@olinhomes.com
Mike Sisemore	G2	509 205 8750	Mike@G2construction.com
Alex Yurchenko	Bergelectric	503-849-3289	ayurchenko@bergelectric.com

1 C101 ADA SIGN
NTS

2 C101 CONCRETE WHEELSTOP
NTS



KEY NOTES

1. 4" THICK LOOSELY SPREAD CRUSHED SURFACING TOP COURSE PER WSDOT 9-03.9(3).
2. 3'-6" TALL 3-STRAND WIRE FENCE.
3. 14' WIDE BY 3'-6" TALL STEEL SWING GATE WITH PADLOCKABLE LATCH.
4. 4" THICK COMPACTED CRUSHED SURFACING TOP COURSE PER WSDOT 9-03.9(3)
5. PAINT YELLOW 4" WIDE PARKING STRIPING, LETTERING AND ACCESSIBLE PARKING SYMBOLS PER ADA REQUIREMENTS AS SHOWN ON PLAN.
6. ADA SIGN PER DETAIL 1/C101
7. CONCRETE WHEEL STOP PER DETAIL 2/C101
8. 14' WIDE BY 3'-6" TALL STEEL SWING GATE WITH ELECTRONIC ACCESS LATCH.
9. 2" THICK LOOSELY SPREAD CRUSHED SURFACING TOP COURSE PER WSDOT 9-03.9(3).
10. CONCRETE PAD FOR (2) OWNER PROVIDED 40' STORAGE CONTAINERS, SEE STRUCTURAL DRAWINGS.

NOTES

1. SEE SHEET C001 FOR GENERAL NOTES AND LEGEND.
2. REFERENCE STRUCTURAL DRAWING FOR CONCRETE WORK.
3. ALL SOIL SURFACES DISTURBED BY CONSTRUCTION ACTIVITIES, NOT FINISHED WITH CONCRETE OR GRAVEL, SHALL BE COVERED WITH NATIVE GRASS HYDRO SEED

CALL 811
2 BUSINESS DAYS
BEFORE YOU DIG

0' 20' 40' 80' 120'
1" = 40'

Meier
ARCHITECTURE-ENGINEERING
12 W. Kennewick Ave.
Kennewick, WA 99336
P: 509.735.1589
F: 509.783.5075
www.meiersinc.com

NO	REVISIONS	DATE	DRWN	CHKD	DSGN	APPD
1	SH FITNG SITE 20 FEET	10/23/22	JNC	JMW	JNC	JMW

JOHN M. WARNER
STATE OF WASHINGTON
21018
REGISTERED PROFESSIONAL ENGINEER
10/30/2020

APPROVAL		
DRAWN	FJM	10/30/2020
DESIGN	FJM	10/30/2020
CHECKED	JMW	10/30/2020
APPROVED	JMW	10/30/2020

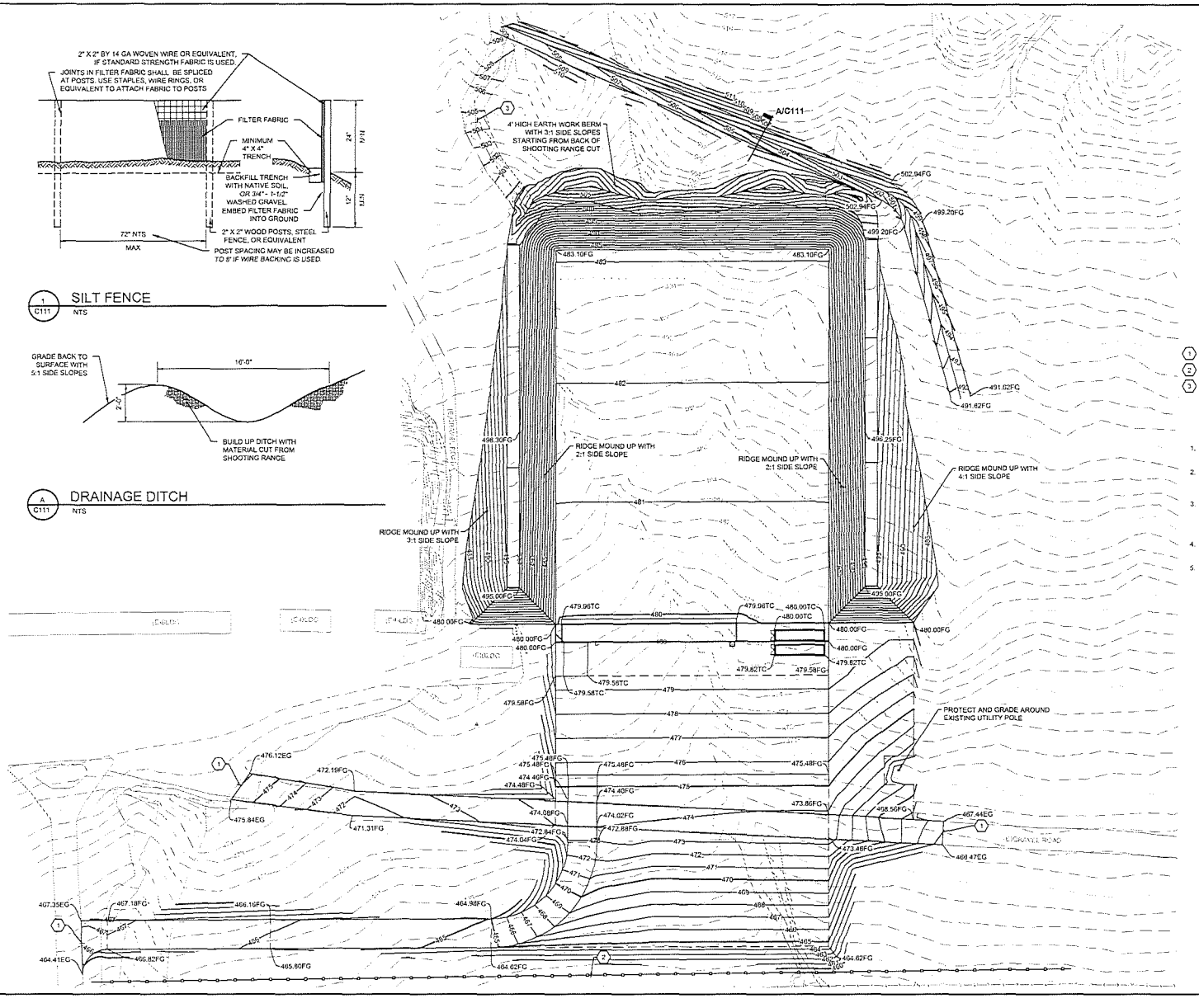
BENTON COUNTY
SHOOTING RANGE EXPANSION
93315 N. WA-225, BENTON CITY, WA 99320

SITE PLAN

DWG. NO.
C101

SCALE NOTED
ISSUE DATE: 10/30/2020
JOB No. 8614
REV. 1

C:\Users\jmolina\Desktop\Projects\Active\8614 Benton County Shooting Range\Drawings\Civil\8614_Site.dwg - Jun 23, 2022 - 12:27pm - John M Chris.ez



KEY NOTES

1. MEET AND MATCH EXISTING ELEVATION.
2. SILT FENCING PER DETAIL 1/C111.
3. FILL IN EXISTING DITCH.

NOTES

1. SEE SHEET C001 FOR GENERAL NOTES AND LEGEND.
2. SPOT ELEVATIONS AND CONTOURS ARE TO THE TOP CONCRETE (TC) OR FINISHED GRADE SURFACE (FG) UNLESS OTHERWISE NOTED.
3. FIELD VERIFY ALL MEASUREMENTS AND ELEVATIONS PRIOR TO START OF WORK. IMMEDIATELY NOTIFY ENGINEER OF DISCREPANCIES BEFORE WORK COMMENCES.
4. DO NOT EXCEED MAXIMUM SLOPE OF 2:1 IN ALL AREAS OF SITE UNLESS NOTED OTHERWISE.
5. MAXIMUM 2% SLOPE IN ANY DIRECTION IN DOOR ENTRIES, ADA PARKING AND LOADING AREAS.

CALL 811
2 BUSINESS DAYS
BEFORE YOU DIG

0' 20' 40' 80' 120'
1" = 40'

Meier
ARCHITECTURE-ENGINEERING
12 W. Kennewick Ave.
Kennewick, WA 99336
P: 509.735.1589
F: 509.783.5075
www.meierinc.com

NO	REVISIONS	DATE	DRWN	CHKD	DSGN	APVD
1	SHIFTING SITE 20 FEET	10/30/20	JWC	JMW	FJM	JMW

JOHN M. WEAVER
STATE OF WASHINGTON
21651
REGISTERED
PROFESSIONAL ENGINEER
10/30/2020

APPROVAL		
DRAWN	FJM	10/30/2020
DESIGN	FJM	10/30/2020
CHECKED	JMW	10/30/2020
APPROVED	JMW	10/30/2020

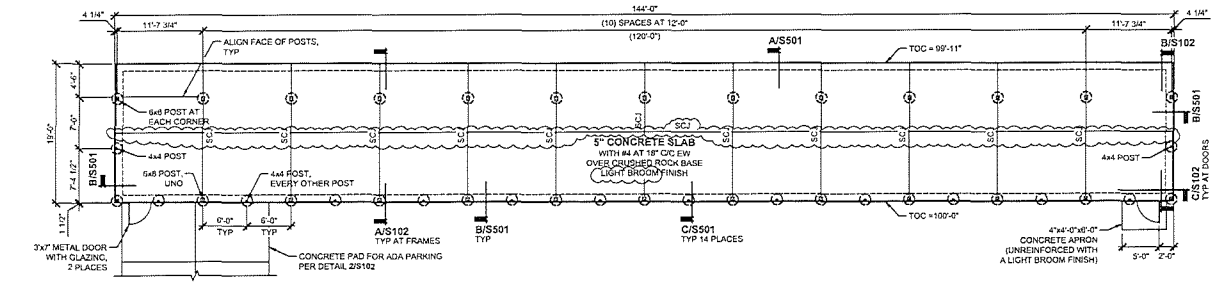
BENTON COUNTY
SHOOTING RANGE EXPANSION
93315 N. WA-225, BENTON CITY, WA 99320

GRADING AND EROSION CONTROL PLAN

DWG. NO.
C111

SCALE: NOTED
ISSUE DATE: 10/30/2020
JOB No. 8614
REV. 1

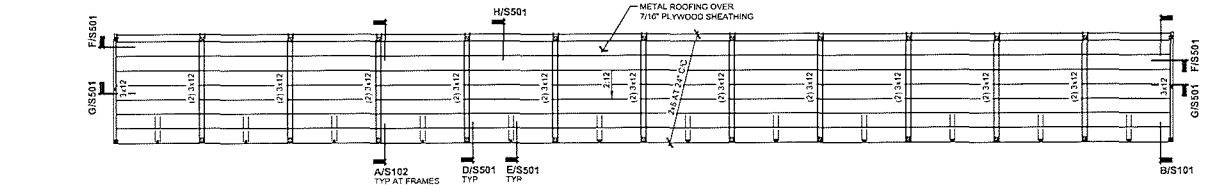
W:\work\8614\dwg\Civil\Local\Temp\AcPublish_16\8614SHOOTING.dwg - Jun 23, 2021 - 12:35 pm - Justin Chester



FOUNDATION PLAN

1/8" = 1'-0"

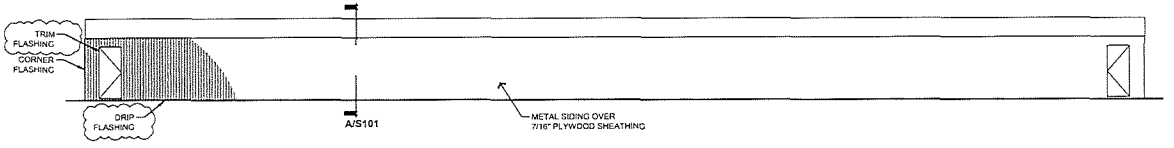
NORTH



ROOF FRAMING PLAN

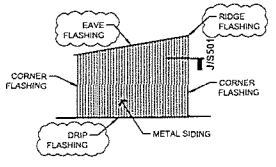
1/8" = 1'-0"

NORTH



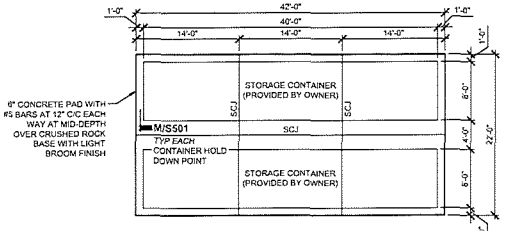
BACK ELEVATION

1/8" = 1'-0"



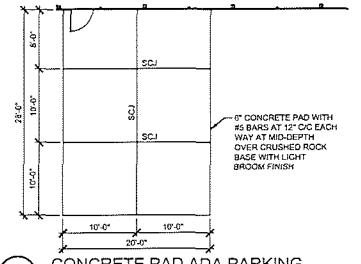
SIDE ELEVATION

1/8" = 1'-0"



1 STORAGE CONTAINER PAD PLAN

1/8" = 1'-0" REF: C101



2 CONCRETE PAD ADA PARKING

1/8" = 1'-0" REF: S101

NOTES

1. SEE S001 FOR GENERAL NOTES AND LEGEND.
2. FASTEN GIRTS TO POSTS USING (4) 10d NAILS PER CONNECTION POINT.

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12 W. Kennewick Ave.
Kennewick, WA 99336
P: 509.735.1589
F: 509.783.5975
www.meierinc.com

NO	REVISIONS	DATE	DRWN	CHKD	DES'D	APP'D
1	SAW CUT JOINT AND FLASHING ADDED	6/24/22	MTD	GDF	GDF	GDF

APPROVAL		
DRAWN	MTD	10/30/2020
DESIGN	GDF	10/30/2020
CHECKED	TSV	10/30/2020
APPROVED	TSV	10/30/2020

BENTON COUNTY

SHOOTING RANGE EXPANSION

93315 N. WA-225, BENTON CITY, WA 99320

PLANS AND ELEVATIONS

DWG. NO

S101

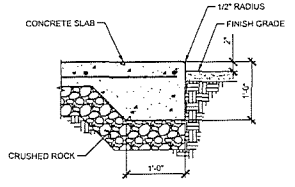
SCALE: AS INDICATED

ISSUE DATE: 10/30/2020

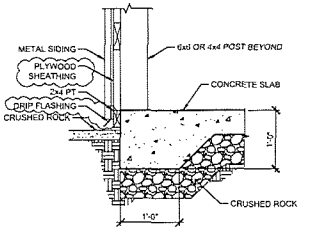
JOB No. 8614

REV 1

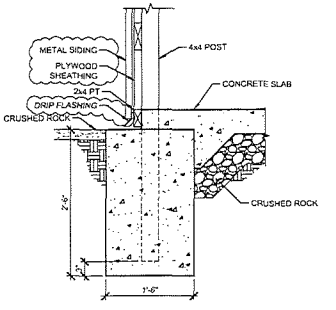
\PROJECTS\8600\8614 Benton County Shooting Range Expansion\DWG\8614CIS101.dwg - Jun 24, 2022 1:33 pm - Mike DeVos



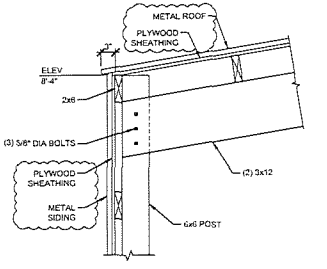
A SECTION
1" = 1'-0" REF: S101



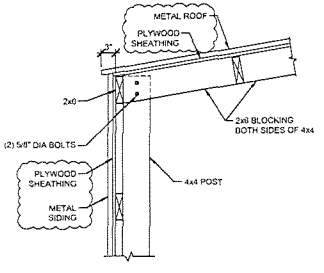
B SECTION
1" = 1'-0" REF: S101



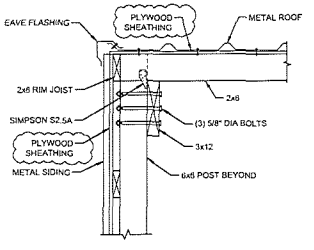
C SECTION
1" = 1'-0" REF: S101



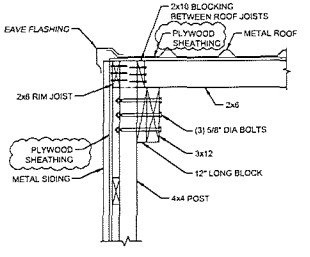
D SECTION
1" = 1'-0" REF: S101



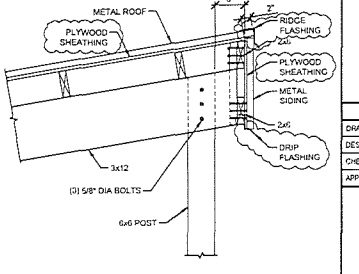
E SECTION
1" = 1'-0" REF: S101



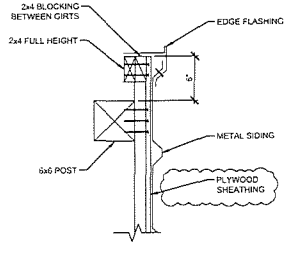
F SECTION
1" = 1'-0" REF: S101



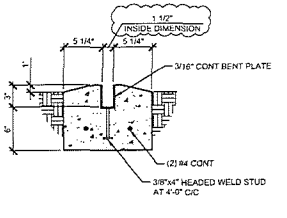
G SECTION
1" = 1'-0" REF: S101



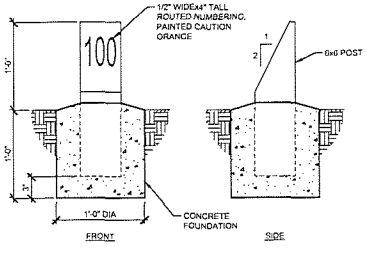
H SECTION
1" = 1'-0" REF: S101



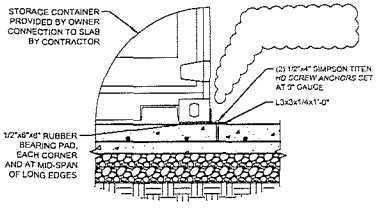
J SECTION
1-1/2" = 1'-0" REF: S101



K SECTION
1-1/2" = 1'-0" REF: A100



L SECTION
1-1/2" = 1'-0" REF: A100



M SECTION
1" = 1'-0" REF: S101

Meier
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12 W. Kennewick Ave.
Kennewick, WA 99336
P: 509.735.1589
F: 509.783.5075
www.meierinc.com

NO	DATE	DRWN	CHKD	APPD
1	FLASHING ADDED	EXAMPLE	EXAMPLE	EXAMPLE

REVISIONS

APPROVAL		
DRAWN	MTD	10/30/2020
DESIGN	CDF	10/30/2020
CHECKED	TGV	10/30/2020
APPROVED	TGV	10/30/2020

BENTON COUNTY
SHOOTING RANGE EXPANSION
93315 N. WA-225, BENTON CITY, WA 99320

SECTIONS AND DETAILS

DWG. NO.
S501

SCALE: AS INDICATED
ISSUE DATE 10/30/2020
JOB No. 8614
REV. 1

\PROJECTS\8600\8614 Benton County Shooting Range Expansion\DWG\8614S501.dwg - Jan 24, 2022 1:30 pm - Mya DiVita

7-6-23 DA
@ 02:47 p.m

GAME, INC
PO BOX 5949
KENNEWICK, WA 99336

GOODMAN AND MEHLENBACHER ENT., INC.
CORPORATE SEAL
DEC. 1999
WASHINGTON

BENTON COUNTY SHOOTING RANGE EXPANSION

BID ENCLOSED

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Purchase of deicer storage tanks from Ag Enterprise Supply, Inc. utilizing State Contract No. 07514; Amending Resolution 2020-830
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Doug D'Hondt & Procurement

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

Per Resolution 2020-830 dated November 10, 2020, the Board approved the purchase of deicer storage tanks from the Department of Enterprise Services Contract #07514 in an amount not to exceed $40,000 including WSST.

The Public Works Department has a need for two (2) additional deicer storage tanks and components for use by Public Works. Deicer storage tanks and components can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 07514 from Ag Enterprise Supply, Inc.

Contract 07514 has been updated as of November 19, 2021 and the price of the storage tanks has increased. In order to accommodate the purchase of two additional deicer storage tanks the Resolution amount needs to be amended and increased from not to exceed $40,000.00 to $70,000.00 including WSST.

Fiscal Impact

Amount: Not to exceed $70,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends approving the purchase of two (2) deicer storage tanks and components from Ag Enterprise Supply, Inc. utilizing Washington State Contract No. 07514 from July 19, 2022 through December 31, 2022 at or below the current state contract rate in an overall amount not to exceed $70,000.00 including WSST; amending Resolution 2020-830

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 AMENDING RESOLUTION 2020-830 FOR THE PURCHASE OF LIQUID MAGNESIUM CHLORIDE (DEICER) STORAGE TANKS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 07514 FROM AG ENTERPRISE SUPPLY, INC., CHENEY, WASHINGTON

WHEREAS, per Resolution 2020-830 dated November 10, 2020, the Board of County Commissioners approved the purchase of deicer storage tanks from the Department of Enterprise Services contract # 07514 in an amount not to exceed $40,000.00 including WSST; and

WHEREAS, the Public Works Department has a need for two (2) additional deicer storage tanks and components for use by the Public Works Department; and

WHEREAS, deicer storage tanks and components are listed on Contract 07514 and are available from Ag Enterprises Supply, Inc., Cheney, Washington; and

WHEREAS, Contract 07514 has been updated as of November 19, 2021 and the price of the deicer storage tanks has increased; and

WHEREAS, the amount of the Resolution needs to be increased in order to accommodate the purchase of two (2) additional storage tanks at the higher contract price from a not to exceed $40,000.00 including WSST to not to exceed $70,000.00 including WSST; and

WHEREAS, the County Engineer recommends approving the purchase of deicer storage tanks and components utilizing the Master Contract Usage Agreement-Contract No. 07514; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby amends resolution 2020-830 to purchase additional deicer storage tanks from Ag Enterprises Supply, Inc. Cheney WA utilizing the Washington State Contract No. 07514 at or below the current state contract rate in an amount not to exceed $70,000.00 including WSST.

Dated this 26 day of July, 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Procurement
cc: Auditor, PA

D. Hope

Deicer Storage Tank
Pricing & Ordering Information

Contract Start Date: February 17, 2021

Updated November 19, 2021

Contract number: 07514

Contract title: Deicer Storage Tanks

Contract term: Not to exceed 12/16/2022

Contract type: This contract is designated as **mandatory** use.

CONTRACTORS: This contract is awarded to **AG Enterprise Supply, Inc.**

For use by:

All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

ORCPP Members add 10% to purchase price.

Contractor: AG Enterprise Supply, Inc.
17005 W. SR904
Cheney, WA 99004

Sales/Customer **PHONE: 1-800-782-7786**

Service: Ryan Kuster kusterr@agenterprise.com

Pete Montague montaguep@agenterprise.com

Orders may be placed by phone or email.

Purchasing Cards Accepted: Visa, Mastercard, American Express

Products/Services available: Deicer Storage Tanks (polyethylene) 5,000 Gallon up to 10,500 Gallon

State of Washington Contract 07514
Deicer Storage Tanks

PRICES

Table below represents products available and latest pricing- effective November 19, 2021

Prices listed are for a delivered tank without offloading or setup

Description	Region 1 Unit	Region 2 Unit	Region 3	Region 4 Unit	Region 5	Region 6 Unit
Den Hertog 10,500 Gallon Tank	$12,477.56	$12,316.62	$12,316.62	$12,530.16	$12,338.60	$12,254.99
Den Hertog 9,150 Gallon Tank	$10,513.04	$10,297.53	$10,297.53	$10,620.79	$10,297.53	$10,189.78
Den Hertog 8,000 Gallon Tank	$9,234.11	$9,045.69	$9,045.69	$9,328.32	$9,045.69	$8,951.48
Den Hertog 7,000 Gallon Tank	$7,967.64	$7,802.78	$7,802.78	$8,050.08	$7,802.78	$7,720.34
Den Hertog 6,250 Gallon Tank	$7,224.56	$7,077.36	$7,077.36	$7,298.16	$7,077.36	$7,003.76
Den Hertog 5,000 Gallon Tank	$6,259.75	$6,141.99	$6,141.99	$6,318.63	$6,141.99	$6,083.11
Den Hartog 6,900 Gallon *Conical Bottom* Tank w/Stand	$11,163.57	$11,001.06	$11,001.06	$11,244.83	$11,082.32	$11,001.06
Den Hartog 8,250 Gallon Conical Bottom Tank w/Stand	$13,017.36	$12,823.06	$12,823.06	$13,114.52	$12,920.21	$12,823.06
Agitation Package	$850.00	$850.00	$850.00	$850.00	$850.00	$850.00
Galvanized Stand Option for Conical Tanks	$2,087.57	$1,567.55	$1,219.80	$2,273.75	$1,561.13	$1,314.28
Will Call Discount:	Contact vendor for Will Call discounts. **Will Call Location**: 17005 West SR904, Cheney, WA 99004					

DELIVERY REQUIREMENTS

Delivery Requirements

General provisions:

- Schedule and acknowledgement: Delivery must be made within 60 calendar days after receipt of order unless a later date is noted on the order document. The contractor must submit an acknowledgment of the order within three business days from the time of their receipt of the order.
- Delivery times: Delivery must be made during purchaser's normal work hours, per purchaser's security and access processes, or as otherwise mutually agreed in writing between the purchaser and contractor at the time of order placement. The purchaser may refuse shipment when delivered after normal working hours.
- Location and performance: All deliveries are to be made to the applicable delivery location as indicated in the order document. When applicable, the contractor must take all necessary actions to safeguard items during inclement weather. In no case may the contractor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the contractor.
- Supplier shall be solely responsible for any tank damages that occur prior to acceptance of delivery.

WSDOT Provisions

- Suppliers must notify WSDOT at the phone number listed on the purchase order 24 hours prior to the tank delivery. This is to ensure that a WSDOT employee is available to sign and date the bill of lading (or other delivery document) to indicate WSDOT has accepted delivery of the tank.
- When the tank is ready for final delivery, it may be delivered to WSDOT facilities (as specified on the order document) between the hours of 7:00am and 3:00pm, Monday through Friday. Deliveries shall not be made during other hours, on weekends or on legally recognized state holidays.
- WSDOT will not accept any responsibility for equipment that has been delivered to, or left at, a WSDOT facility unless a WSDOT employee has signed and dated the delivery documents indicating WSDOT has accepted delivery of the equipment.

DELIVERY LOCATIONS TO WSDOT

This contract will provide deicer storage tanks to a variety of locations for the Washington State Department of Transportation and other authorized contract users. The locations for WSDOT include, but are not limited to the list below. DES reserves the right to add or remove locations as necessary. Additionally, other purchasers may utilize this contract and will identify separate delivery locations. Delivery of deicer storage tanks to customers other than WSDOT will be based on pricing provided for the location closest to the delivery point.

Continued….

WSDOT Regions by County:

Northwest Region 1:	San Juan, Whatcom, Skagit, Island, Snohomish, King
North Central Region 2:	Okanogan, Chelan, Douglas, Grant
Olympic Region 3:	Clallam, Jefferson, Grays Harbor, Mason, Kitsap, Thurston, Pierce
Southwest Region 4:	Pacific, Wahkiakum, Lewis, Cowlitz, Clark, Skamania, Klickitat
South Central Region 5:	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin
Eastern Region 6:	Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman

Ag Enterprise Supply
17005 W SR 904
Cheney, WA 99004

Quote

To:	BENTON COUNTY	**From:**	PETE AG ENTERPRISE SUPPLY
Fax:		**Pages:**	1
Phone:		**Date:**	06/29/22
Re:	DE-ICE STORAGE TANKS	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

ITEMS QUOTED ARE BASED OFF OF WASHINGTON STATE CONTRACT #07514

DEN HARTOG 10,500 GALLON TANK DELIVERED TO REGION 5 12338.60 EACH

TOTAL FOR TWO TANKS DELIVERED PRE TAX $24677.20USD

DUE TO THE VOLITILITY OF THE SUPPLY CHAIN THIS QUOTE IS VALID FOR 30 DAYS.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Personal Service Contract with Auto Rescue, LLC dba/Kens Auto Rescue
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson, BCSO, ER&R

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 Benton County Sheriff's Office (BCSO) is running into a need for an additional towing service contract for moments when the current towing service is unavailable.

Auto Rescue, LLC dba/Kens Auto Rescue, Kennewick, WA is a local towing company who is willing to provide "as needed" towing services for evidentiary vehicles, disabled Benton County vehicles, and vehicles abandoned on Benton County property when available.

The BCSO reviewed their rates and recommends entering into a contract with Auto Rescue, LLC dba/Kens Auto Rescue for a contract amount not to exceed $20,000 including WSST.

Fiscal Impact

Cost: Not to exceed $20,000 including WSST.

Fund: Expenditures shall be paid from approved budget of each department that utilizes the contract.

Recommendation

Approve the attached Resolution and Personal Service Contract between Benton County and Auto Rescue, LLC dba/Kens Auto Rescue for all Benton County Departments.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO AUTO RESCUE, LLC DBA/KENS AUTO RESCUE FOR "AS NEEDED" TOWING SERVICES FOR EVIDENTIARY VEHICLES, DISABLED BENTON COUNTY VEHICLES, AND VEHICLES ABANDONED ON BENTON COUNTY PROPERTY

WHEREAS, per Resolution 2021-233, Section 5.3.2 General Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional Services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton County Sheriff's Office is in need of an additional towing service contract in the event our current vendor is unavailable; and

WHEREAS, Auto Rescue, LLC dba/Kens Auto Rescue, Kennewick, WA is a local towing company who is willing to provide "as needed" towing services for evidentiary vehicles, disabled Benton County vehicles, and vehicles abandoned on Benton County property when available; and

WHEREAS, the Benton County Sheriff's Office recommends awarding a personal service contract to Auto Rescue, LLC dba/Kens Auto Rescue for "as needed" towing services for evidentiary vehicles, disabled Benton County vehicles, and vehicles abandoned on Benton County property; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the service contract to Auto Rescue, LLC dba/Kens Auto Rescue for "as needed" towing services for evidentiary vehicles, disabled Benton County vehicles, and vehicles abandoned on Benton County property in an amount not to exceed $20,000 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Personal Service Contract between Benton County and Auto Rescue, LLC dba/Kens Auto Rescue, Kennewick, WA; and

BE IT FURTHER RESOLVED, said contract shall commence upon signature of both parties and shall expire on December 31, 2023.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest _____
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: ER&R
cc: Auditor, PA, BCSO, Procurement, Kens Auto Rescue

Prepared by: L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **AUTO RESCUE, LLC DBA/KENS AUTO RESCUE** a limited liability company organized under the laws of the State of Washington with its principal offices at 222 E Bruneau Ave., Suite #B, Kennewick, WA 99336-3728 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Terms and Conditions; (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to tow vehicles on an "as needed" basis. The vehicle tows will consist of tows of vehicles necessary for evidentiary purposes in an investigation conducted by the Benton County Sheriff's Office, and tows of disabled vehicles belonging to the Benton County or abandoned on Benton County property. All tows will be made to a facility designated by the COUNTY.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the

COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Ken Schmidt
Address:	222 E Bruneau Ave. Kennewick, WA 99336-3728
Phone:	(509) 396-2850
Email:	kensautorescue@gmail.com

b. For COUNTY:

Name:	Michael McGhan
Address:	102808 Wiser Parkway Kennewick, WA 99338
Phone:	(509) 786-5611
Email:	Michael.mcghan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in according to the pricing schedule below:

Class A Towing (East of MP 88):	$100 plus $3.00/mile from vehicle location
Class A Towing (West of MP 88):	$125 plus $3.00/mile from vehicle location
Class B Towing:	$200 plus $3.00/mile from vehicle location

*Surcharge fee: If fuel reaches $7.50 per gallon and for every $1.00 increase, surcharge will be $0.20 per mile increase (per dollar) i.e. $8.50 per gallon will be $0.40 per

mile increase, and so on.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty thousand dollars and no cents ($20,000.00), including WSST. The COUNTY does not guarantee any amount of work under this Contract. The COUNTY reserves the right to contract other vendors to perform the same or similar service provided under this Contract.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may email invoices to the COUNTY at pwfinance@co.benton.wa.us for the towing services at the time of service. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this

Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, 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 CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any 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 CONTRACTOR 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 CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR 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 CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

c. The CONTRACTOR'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 CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of 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 Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for

performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 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 CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR 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 7. CONTRACTOR'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.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during

the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. On-Hook Towing Coverage: The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of not less than fifty thousand dollars ($50,000) per accident to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of vehicles.

e. Other Insurance Provisions:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or selfinsurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'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 CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

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

4. The CONTRACTOR'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.

5. The CONTRACTOR 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.

6. 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 CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR 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 shall be written on an Occurrence Policy form.

8. CONTRACTOR 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 CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR 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 CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

f. 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 that have an 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 Chapter 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of

this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract 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 Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be

such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and

records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

Dated: _____	Dated: 7/11/22
BENTON COUNTY, WASHINGTON	**AUTO RESCUE, LLC** **DBA/KENS AUTO RESCUE**
Shon Small, Chairman Benton County Commissioner	Signature
Approved as to Form:	Owner Title:
Ryan Lukson Ryan Lukson, Civil DPA	Kenneth Schmidt Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Contract Amendment #1 w/ CKJT Architects, PLLC for the Architectural & Engineering Design for the Justice Center Tenant Improvement Project
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	R. Blain & Procurement

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

Per Resolution 2022-080, dated January 25, 2022, the Board of Benton County Commissioners entered into a contract with CKJT Architects, PLLC. to provide architectural and engineering design services for the Justice Center Tenant Improvement Project.

A Contract Amendment is needed to expand the scope of the project to add 3,547 s.f. of remodel area to the original project and related professional services. The added scope of work will increase the total dollar amount from not to exceed $195,317.00 to not to exceed $244,652.00 excluding WSST.

A Contract Amendment has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by CKJT Architects, PLLC.

Fiscal Impact

Amount: $49,335.00

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Approve Contract Amendment #1 with CKJT Architects, PLLC to expand the scope of work and increase the total dollar amount from not exceed $195,317.00 to not to exceed $244,652.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH CKJT ARCHITECTS, PLLC FOR THE ARCHITECTURAL & ENGINEERING DESIGN FOR THE JUSTICE CENTER TENANT IMPROVEMENT PROJECT

WHEREAS, per Resolution 2022-080, the Board of Benton County Commissioners entered into a contract with CKJT Architects, PLLC to provide architectural and engineering design for the Justice Center Tenant Improvement Project; and

WHEREAS, the First Contract Amendment is needed to expand the scope of work to add 3,547 s.f of remodel area to the original contracted project and related professional services and to increase the total dollar amount from $195,317.00 to $244,652.00 excluding W.S.S.T; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to sign the attached first amendment to the professional services contract with CKJT Architects, PLLC to expand the scope of work adding 3,547 s.f. of remodel area to the original contract and related professional services; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby agrees to increase the total dollar amount to not exceed from $195,317.00 to $244,652.00 excluding W.S.S.T.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: Purchasing Department D. Hope
cc: Auditors; S.Godinez; CJKT Architects, PLLC

DocuSign Envelope ID: 9151B537-FFED-442B-A615-BA2BFC52D577

FIRST CONTRACT AMENDMENT
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CKJT ARCHITECTS, PLLC**, a corporation organized under the laws of the State of Washington with its principal offices at 128 Vista Way (hereinafter "CONTRACTOR").

WHEREAS, per Resolution No. 2022-080, the parties entered into a Professional Services Contract (hereinafter the "Contract"), whereby CONTRACTOR agreed to design the Justice Center Tenant Improvement Project; and

WHEREAS, this First Amendment is necessary as the COUNTY would like to expand the scope of the work to include an additional 3,547 s.f. of remodel area to the original Contract area and related professional services at an additional cost to the COUNTY in the amount of $49,335.00; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following Sections 1, 3.a, and 5.a, and 5.b., and Exhibit F, which are amended and incorporated as follows:

a. **1. CONTRACT DOCUMENTS** - is hereby deleted in its entirety and replaced with the following:

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Services; and
b. Exhibit B – Scope Drawings; and
c. Exhibit C – Estimates & Fees; and
d. Exhibit D – Billing Rates; and
e. Exhibit E – Project Schedule; and
f. Exhibit F – Scope of Work: Additional Areas of Work

b. **3. SERVICES PROVIDED** Section 3.a. is hereby deleted in its entirety and replaced with the following:

a. The CONTRACTOR shall provide architectural & engineering design services, as well as project management services for the Justice Center TI Project. The Justice Center TI Project consist of general office remodel of the Courts Buildings. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Services", Exhibit B, "Scope Drawings", and Exhibit F, "Scope of Work: Additional Areas of Work" which is attached hereto and incorporated herein by reference.

c. **5. COMPENSATION -** Sections 5.a. and 5.b. are hereby deleted in their entirety and replaced with the following:

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a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in line #5,6, & 14 of Exhibit C, "Estimates & Fees", Exhibit D, "Billing Rates", and Exhibit F "Scope of Work: Additional Areas of Work" which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two Hundred Forty-four Thousand Six Hundred Fifty-Two Dollars and Zero Cents ($244,652.00), excluding W.S.S.T.

d. **Exhibit F** – which is attached hereto and incorporated herein by reference.

~ This section was intentionally left blank ~

DocuSign Envelope ID: 9151B537-FFED-442B-A615-BA2BFC52D577

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Contract to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

CKJT ARCHITECTS, PLLC

DocuSigned by:
Melissa McCoy 7/14/2022
9CB578C8AE80415...
Signature Date

Melissa McCoy

Name

Principal Architect, Owner

Title

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
B4E7673BB8A1486...
Benton County Deputy Prosecuting Attorney, Civil

7/14/2022

Date

DocuSign Envelope ID: 9151B537-FFED-442B-A615-BA2BFC52D577

EXHIBIT F

Amendment #1

Scope of Work: Additional Areas of Work, Benton County Justice Center Tenant Improvement Project

Amendment #1 to the original project contract with CKJT Architects PLLC for Benton County Justice Center Tenant Improvements, effective date of 1/25/2022.

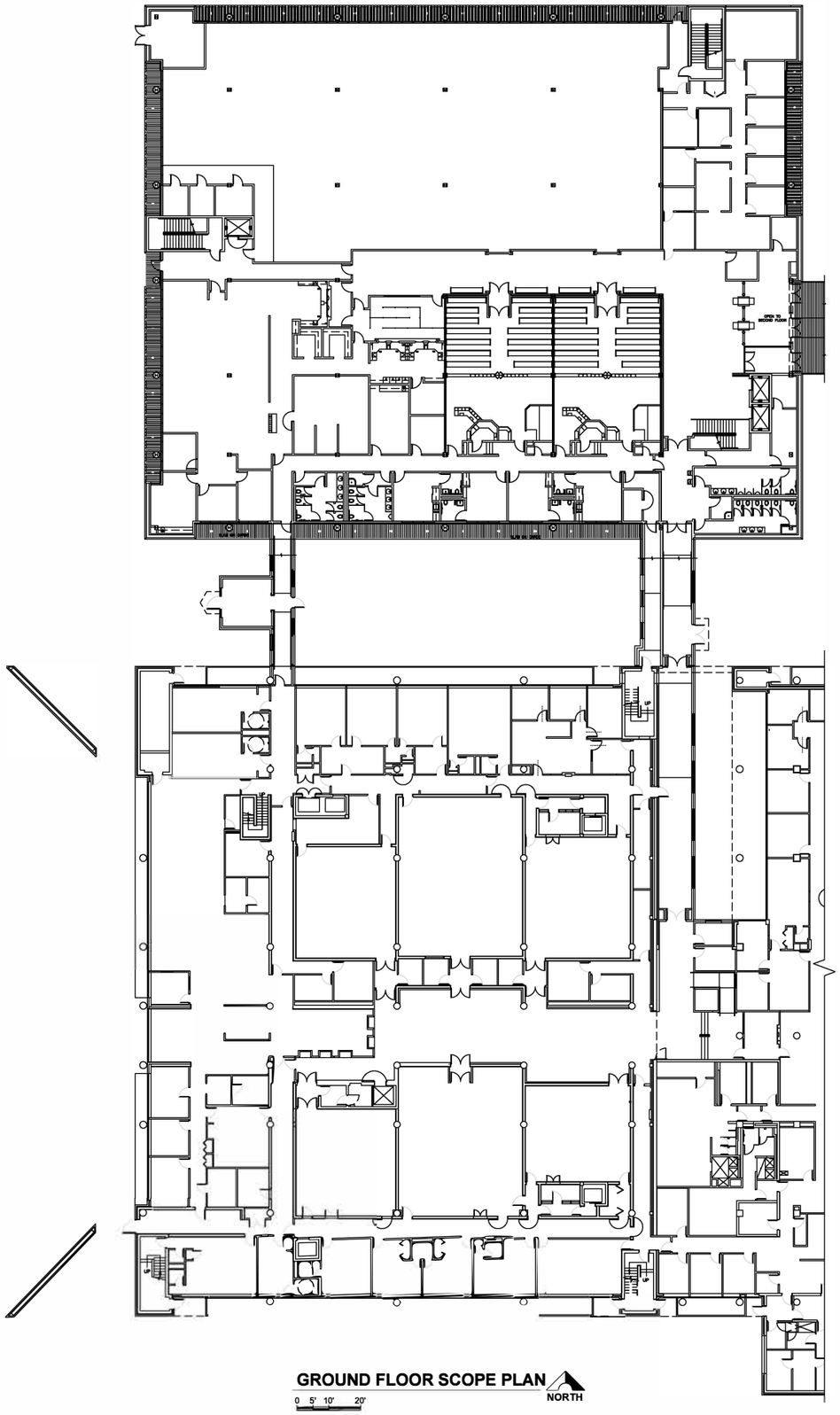
Add 3,547 s.f. of remodel area to the original contract project area per Exhibit B, Page 2 (see attached). Add the following professional services:

- Provide Rough Order of Magnitude (ROM) Cost Estimate for amendment #1 scope. See Exhibit C, page 2.
- Provide a revised Rough Order of Magnitude estimate to include the original project scope of work and this amendment's scope of work.
- Provide revised Project Schedule to include this amendment's scope of work.
- Provide professional design services as defined in the original contract for additional areas of work as follows:
    - Extensive to Moderate remodel areas of work (2,377 S.F.).
    - Additional Minimal remodel area of work (1,170 S.F.).
- Perform As-builts and Existing Document verifications as needed in additional areas of work.
- Mechanical and Electrical Professional Services for these added areas of work.

CKJT Architects, PLLC, proposes to provide these additional services for a lump sum fee of $49,335.

End of Amendment #1

DocuSign Envelope ID: 9151B537-FFED-442B-A615-BA2BFC52D577

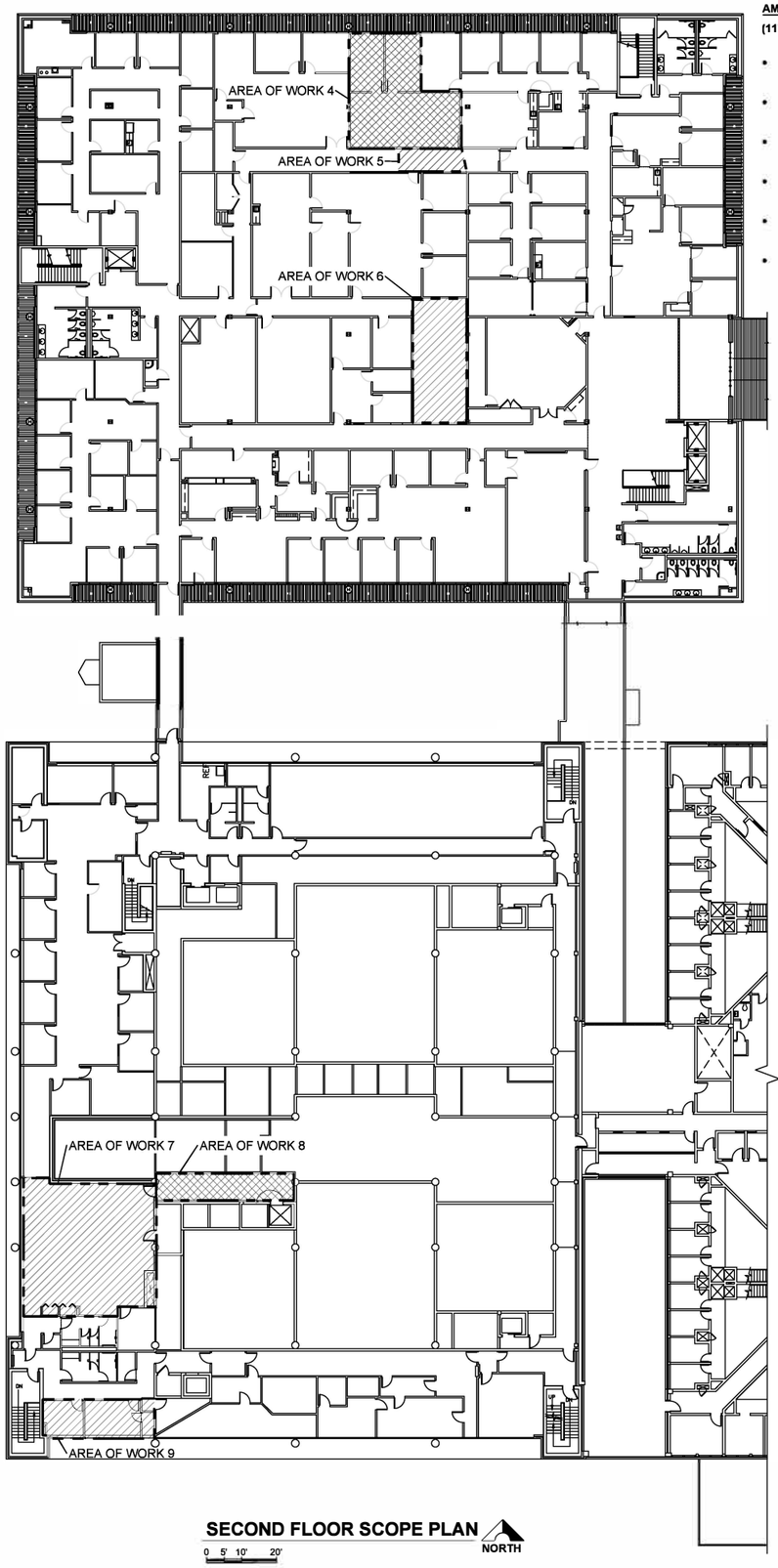


GROUND FLOOR SCOPE PLAN

0 5' 10' 20'

GRAPHIC SCALE

NORTH



SECOND FLOOR SCOPE PLAN

0 5' 10' 20'

GRAPHIC SCALE

NORTH

AMENDMENT #1 CONTRACT SCOPE OF WORK AREAS:

(1170 SQ. FT. MINIMAL + 2377 SQ. FT. MODERATE TO EXTENSIVE = 3547 SQ. FT.)

- **AREA OF WORK 4 - 873 SQ. FT.**
  LEVEL OF REMODEL: MINIMAL
- **AREA OF WORK 5 - 122 SQ. FT.**
  LEVEL OF REMODEL: MODERATE TO EXTENSIVE
- **AREA OF WORK 6 - 546 SQ. FT.**
  LEVEL OF REMODEL: MODERATE TO EXTENSIVE
- **AREA OF WORK 7 - 1352 SQ. FT.**
  LEVEL OF REMODEL: MODERATE TO EXTENSIVE
- **AREA OF WORK 8 - 297 SQ. FT.**
  LEVEL OF REMODEL: MINIMAL
- **AREA OF WORK 9 - 357 SQ. FT.**
  LEVEL OF REMODEL: MODERATE TO EXTENSIVE

LEGEND:

MODERATE TO EXTENSIVE

MINIMAL

ckjt architects, pllc
120 vista way kennewick, wa 99336 509-783-5444

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

date: 06-30-22
project no.2118
drawn: jei
checked: mcm
approved: mcm

SCOPE PLANS

BENTON COUNTY JUSTICE CENTER INTERIOR REMODEL
KENNEWICK, WASHINGTON
7122 W OKANOGAN PL

2
of 2 sheets

DocuSign Envelope ID: 9151B537-FFED-442B-A615-BA2BFC52D577

date 06-30-2022
CKJT Architects, pllc

Benton County Justice Center Interior ROM Cost Estimate

Amendment #1 - Contract Scope Work

Total Amendment #1 Project Area of Work (S.F.) 3,547

Total Amendment #1 Project Estimated Cost $368,340

Line Item					
		Moderate to Extensive Area of Work: 2,377		S.F.	
1	$	261,470.00	Construction Cost - Extensive & Moderate	@ $	110.00
2	$	22,486.00	Sales Tax on Construction Cost	@	8.6%
3	$	20,918.00	Design Contingency	@	8.0%
4	$	1,799.00	Sales Tax on Design Contingency	@	8.6%
5	$	35,299.00	Basic Architectural & Engineering Service Fees (Stipulated Sum)		
6	$	13,514.00	Supplemental Architectural & Engineering Service Fees		
7			Printing Plan Review and Bid Documents		
8			Bid Advertisement Cost		
9	$	2,500.00	Building Department Plan Review & Bldg Permit Fees (estimated)		
	$	357,986.00	Total Estimated Cost	$	150.60
		Minimal Area of Work: 1,170		S.F.	
10	$	8,365.50	Construction Cost	@ $	7.15
11	$	719.00	Sales Tax on Construction Cost	@	8.6%
12	$	669.00	Design Contingency	@	8.0%
13	$	58.00	Sales Tax on Design Contingency	@	8.6%
14	$	542.00	Basic Architectural & Engineering Service Fees (Stipulated Sum)		
	$	10,353.50	Total Estimated Cost	$	8.85

EXHIBIT LIST FOR ZC 2022-004/EA 2021-024
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - June 21, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	June 10, 2022
	PCM 1.2	Existing Zoning Land Use Designations	May 20, 2022
	PCM 1.3	Proposed Zoning Plan Land Use Designations	May 20, 2022
	PCM 1.4	Official Zoning Map A-4	December 18, 2018
	PCM 1.5	ZC 2022-004 Application	May 20, 2022
	PCM 1.6	ZC 2022-004 Vicinity Maps	May 20, 2022
		SEPA INFORMATION	
	PCM 1.7	Environmental Checklist EA 2021-024	November 23, 2021
	PCM 1.8	Determination of Non Significance	January 27, 2022
		HEARING NOTICES	
	PCM 1.9	Notice of Public Hearing	June 3, 2022
		COMMENTS	
	PCM 1.10	Columbia Irrigation District	May 25, 2022
	PCM 1.11	Benton County Fire Marshal	May 31, 2022
	PCM 1.12	Comments from Benton County Public Works	June 2, 2022
Planning Commission Hearing Exhibit List -June 21, 2022			
	PCH 1.1	Email from Vicki Brock	June 19, 2022
Board of County Commissioners Memo Exhibit List - DATE			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	July 12, 2022
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Planning Commission Findings & Recommendation	June 21, 2022
	BCCM 1.4	Planning Commission Audio Recording of the meeting	June 21, 2022
	BCCM 1.5	Board of County Commissioners Legal Notice	July 8, 2022

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:	July 26, 2022 **Memo Date:** July 12, 2022
Subject:	Request for Zone Change - ZC 2022-004, Applicant: Vicki Brock
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
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

The applicant has submitted an application (PCM 1.5) requesting a change in zoning designation for six (6) contiguous parcels located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road in the Finley area of unincorporated Benton County from Heavy Industrial to the Rural Lands Five Acre District. The requested zone change would allow the existing single-family residences and uses on the properties to continue and would be in conformance under a rural residential zoning district.

On June 21, 2022, at the conclusion of the open record hearing, the Planning Commission voted (5-0 with 2 members absent) to forward a recommendation of approval of the proposed zone change to the Board of County Commissioners subject to the Planning Commission's suggested thirteen (13) findings and conclusions.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-004, be approved with the suggested thirteen (13) findings and conclusions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Recommendation, findings, and conclusions as the Board's own and approve zone change request ZC 2022-004.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING A CHANGE IN THE ZONING CLASSIFICATION FOR THREE PARCELS FROM RURAL LANDS FIVE ACRE TO LIGHT INDUSTRIAL DISTRICT. APPLICANT: THOMAS FISHER, PARCEL NUMBERS: 105803012350004, 105803012350005, and 108801020004003

WHEREAS, the Benton County Planning Commission after conducting an open record hearing in person and via a WebEx virtual meeting format on June 21, 2022, recommended approval of the proposed change in zoning classification on parcels 105803012350004, 105803012350005, and 108801020004003. from Rural Lands Five Acre to Light Industrial District; and,

WHEREAS, the Board of County Commissioners did conduct an open record appeal hearing in person and via a WebEx virtual meeting format on July 26, 2022, at 9:00 a.m. in the Commissioners Meeting Room, third floor of the Courthouse, Prosser, Washington to consider the above proposed change in zoning classification; and,

WHEREAS, the Board of County Commissioners did review the Planning Commission and staff's recommendations and finds that proper legal notification, public hearing and review have been made and it appears to be in the public interest to accept said recommendation; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conclusions as their own (which are kept in File No. ZC 2022-005 in the Planning Division records); NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners APPROVES Zone Change Application ZC 2022-005 for the change in zoning classification on three (3) parcels from Rural Lands Five Acre to Light Industrial District for the following properties:

> A portion of tracts 4 and 5 of Putnum Tracts as recorded in Volume 1 of Plats, page 43, Records of Benton County, WA, said parcel being in Section 8, Township 8 North, Range 30 East, W.M.; Lot 2 of Short Plat No. 2350 together with that portion of lot 1 according to the survey thereof recorded under Benton County Auditor's 2021-058314, 12/29/2021 and Lot 3 of Short Plat No. 2350. (Parcel Numbers: 105803012350004, 105803012350005, and 108801020004003).

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

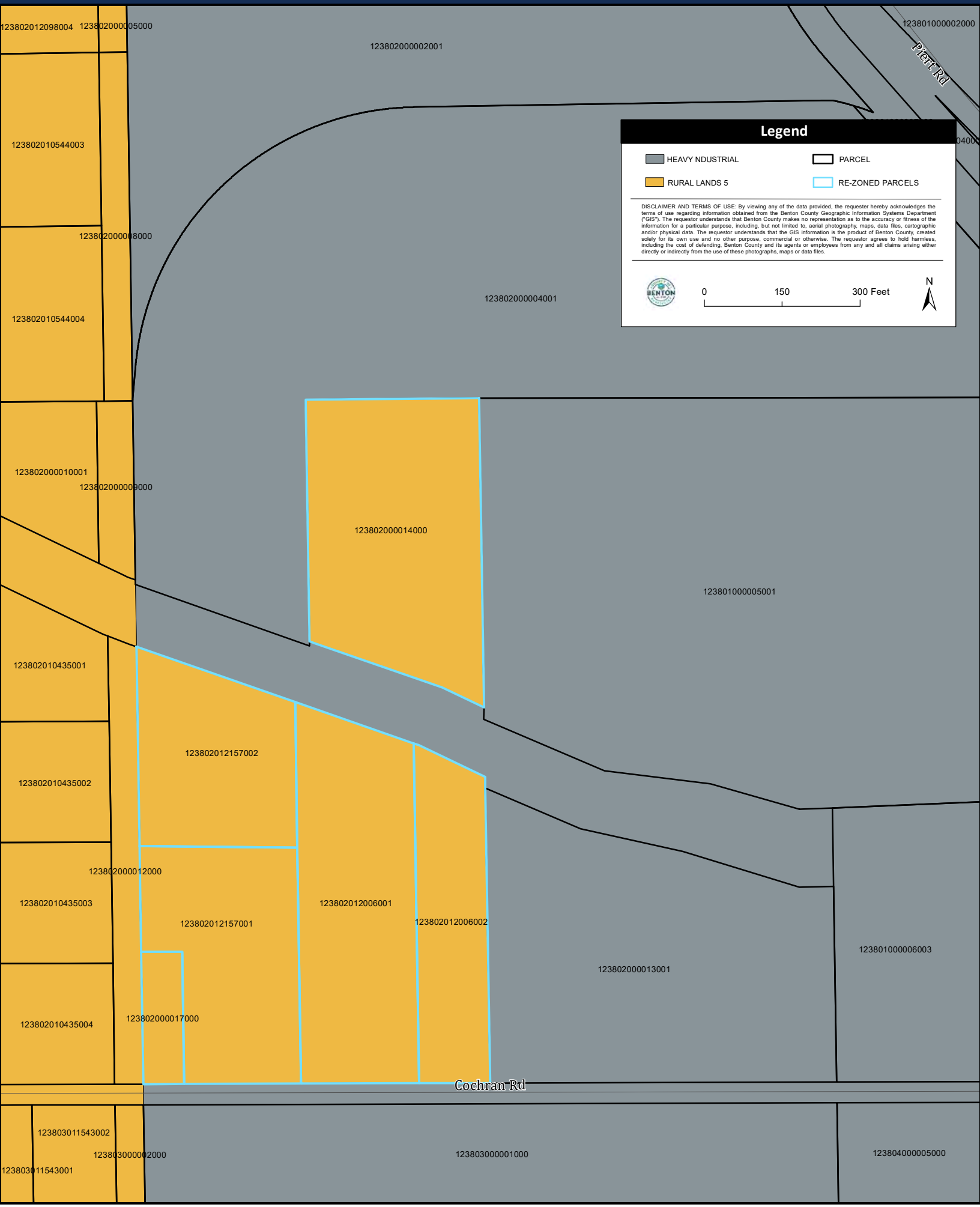
_____
Member
Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

MC

Proposed Zoning Classification - ZC 2022-004

PCM 1.3



ZC 2022-004 Vicinity Map

PCM 1.6

8/23/2021, 11:13:27 AM

Parcels_and_Assess

Zoning

HEAVY INDUSTRIAL

RL-5

6 Neighbor properties for proposed zone change from "Heavy Industrial" to "RL5" outlined in blue.

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

© OpenStreetMap (and) contributors, CC-BY-SA

N

W E

S

Benton County Planning
Google Inc.

Parcel Numbers

123802000017000	Jose Huerta Gonzalez	225204 E. Cochran Rd.
123802000014000	William and Linda Lafferty	225616 E. Cochran Rd.
123802012006001	Charles and Vicki Brock	225604 E. Cochran Rd.
123802012006002	Jon Rouse	226304 E. Cochran Rd.
123802012157001	Florence Coleman	225504 E. Cochran Rd.
123802012157002	Richard and Bonnie Holmes	225626 E. Cochran Rd.

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Zone Change Request to change the zoning designation on six (6) parcels in rural Finley area, from Heavy Industrial to Rural Lands Five Acre

File No. ZC 2022-004

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

ZC 2022-004: A proposal by Vicki Brock to change the zoning designation for six (6) contiguous parcels located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road in the Finley area from Heavy Industrial to Rural Lands Five Acre. The request 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 changed to Rural Lands Five Acre designation is generally described as follows:

Lots 1 and 2 of Short Plat 2006; Lots 1 and 2 of Short Plat 2157; the east half of the west half of the southeast quarter of the northwest quarter, lying north of the drainage canal south of right of way line as sampe existed on October 4, 1951; and the south 277.00 feet of the west 79.00 feet of the west half of the west half of the southeast of the northwest. Parcel Numbers: 1-2380-201-2006-002; 1-2380-201-2006-001; 1-2380-201-2157-002; 1-2380-201-2157-001; 1-2380-200-0014-000; and 1-2380-200-0017-000.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.035 was given on June 8, 2022 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on June 21, 2022, at 6:00 p.m., through both an in-person and virtual hearing setting; and,

WHEREAS, the following members were present, Brian Skeels, Odalys Lopez, Lorna Zaback, 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 Zone Change request (ZC 2022-004) by Vicki Brock changing the Zoning

designation from Heavy Industrial to Rural Lands Five Acre on six (6) contiguous parcels located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road, 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

Zone Change consistency with Benton County Code (BCC) 11.53 – Amendments and Appeals:

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 11.53 Amendments and Appeals.
    a. The application for ZC 2022-004 was submitted to the Benton County Planning Division on May 20, 2022.
    b. The application was declared complete for processing on May 20, 2022.
    c. The application documents were distributed to reviewing agencies on May 25, 2022.
    d. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin.
    e. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
    f. ZC 2022-004 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022, with a 14-day comment period.
    g. A public hearing was held before the Planning Commission on June 21, 2022.
    h. 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 ZC 2022-004 have been consistent with *Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments*.

3. The applicant is requesting to change the zoning district for six (6) contiguous parcels located in unincorporated Benton County. The parcels, which are currently zoned Heavy Industrial (HI) are requested to be changed to the Rural Lands Five Acre Zoning District (RL-5).

4. The applicant is Vicki Brock whose mailing address is 225604 E Cochran Rd, Kennewick, WA 99337.

5. The properties are addressed as 226304, 225626, 225616, 225604, 225504, and 225204 E Cochran Road, Kennewick WA 99337 and are located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road.

6. The parcels are legally described as: Lots 1 and 2 of Short Plat 2006, Lots 1 and 2 of Short Plat 2157, the east half of the west half of the southeast quarter of the northwest quarter, lying north of the drainage canal south of right of way line as same existed on October 4, 1951, and the south 277.00 feet of the west 79.00 feet of the west half of the west half of the southeast of the northwest. Parcel numbers: 1-2380-201-2006-002, 1-2380-201-2006-001, 1-2380-201-2157-002, 1-2380-201-2157-001, 1-2380-200-0014-000, and 1-2380-200-0017-000.

7. The properties collectively comprise approximately 15.10 acres in size.

8. The subject parcels are currently designated Rural Remote by the Benton County Comprehensive Plan.

9. If approved, the proposed zoning district of Rural Lands Five Acre will:
    a. Provide for consistency between the Zoning designation and Comprehensive Plan designation; and
    b. Allow for existing rural residential uses to be conforming uses and continue on the properties.

10. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

11. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

12. The application for ZC 2022-004 is consistent with the Growth Management Act (GMA) RCW 36.70A.

13. Adjoining properties predominantly involve residential uses to the west, and industrial uses to the north, east, and south.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated June 10, 2022, are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion, adopts these findings and conclusions with respect to File No. ZC 2022-004, and hereby recommends APPROVAL to the Board of County Commissioners that the zoning designation on six (6) contiguous parcels located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road be changed from Heavy Industrial to Rural Lands Five Acre and for the following parcel numbers: 1-2380-201-2006-002, 1-2380-201-2006-001, 1-2380-201-2157-002, 1-2380-201-2157-001, 1-2380-200-0014-000, and 1-2380-200-0017-000.

6/21/2022

Lloyd Coughlin, Vice -Chairman Dated
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the June 21, 2022 Planning Commission meeting can be found at the following link:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

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 BENTON COUNTY BOARD OF COMMISSIONERS in the matter of county planning at a public hearing on July 26, 2022, at 9:00 a.m., via an **in person and virtual meeting format in the Commissioner's Meeting Room on the Third floor of the Courthouse, 620 Market Street, Prosser WA.** All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the application or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing. **Written testimony will need to be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday July 25, 2022. To find information regarding testifying and on virtual attendance options please use this link.** https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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, July 25, 2022.

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 Board of County Commissioners may approve, or disapprove of the proposals. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 8th day of July 2022.

SHON SMALL, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: July 13, 2022

PCH 1.1

Donna Hutchinson

From: Vicki Brock <vicki.brock@gmail.com>
Sent: Sunday, June 19, 2022 9:54 PM
To: Donna Hutchinson
Cc: Michelle Cooke
Subject: [EXTERNAL] ZC 2022-004 Comments
Attachments: Comments at Public Hearing - Rezoning.docx

RECEIVED
JUN 21 2022
Benton Co. Planning Division

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.

Hi Donna,

Thank you for notifying us of the upcoming Planning Commission Public Hearing on Tuesday, June 21, 2022. Unfortunately, our schedules will not allow us to attend in person for this hearing.

The attached document contains our written comments in support of ZC 2022-004. Thank you for including this at the Public Hearing on Tuesday.

Please let me know if you need anything further from us.

Thank you for all of your help.

Vicki Brock
509-987-2306

Comments for Public Hearing Rezoning 6/21/2022

I would like to comment on why it is important to the six Finley property owners that proposal ZC 2022-004 is approved.

"UNCLASSIFIED ZONING"

1. Six Finley neighborhood properties outlined in proposal ZC 2022-004 were rezoned from "Unclassified" to "Heavy Industrial" without property owner's knowledge. We understand a public notice was published. However, none of the owners were personally notified. Ordinances within the previous "Unclassified" zoning allowed the six properties to rebuild a home, or other structure, if destroyed. Existing homes and structures could be expanded, altered or restored under the "Unclassified" zoning. "Unclassified" zoning also allowed property owners to obtain building permits for adding additional buildings on the property...such as a shop, barn, garage or other approved buildings.

"HEAVY INDUSTRIAL"

2. When zoning changed from "Unclassified" to "Heavy Industrial", ordinances changed as well. Under the new "Heavy Industrial" ordinances, if more than 50% of a home or structure was destroyed by fire or other means, that home or structure could not be rebuilt. In addition, under the new ordinances, homes and other structures could not be altered or expanded as well. Also, building permits for other potential structures, such as a garage or barn may not be allowed.

"HOME OWNERS INSURANCE"

3. One home owner in our neighborhood had a discussion with their property insurer and discovered home owners insurance might be difficult to obtain as insurers are not likely to insure a home that isn't allowed to be restored if more than 50% of a home or structure is destroyed.

"PROPERTY OWNER RIGHTS RESTORED"

4. Approval of proposal ZC 2022-004 will allow for the current "Heavy Industrial" zoning to be changed to an "RL5" zoning. Rezoning to "RL5" will restore former property rights of the six properties described within proposal ZC 2022-004. For the past 30 plus years, property use in this neighborhood has been much more aligned with an "RL5" usage than any other zoning. The owners of these six properties would greatly appreciate an approval for proposal ZC 2022-004. We have a lot to lose if approval is not granted.

Thank you for allowing me the time to comment.

RECEIVED
JUN 21 2022
Benton Co. Planning Division

Jon Rouse
Parcel # 123802012006002
226304 E. Cochran Rd. / Kennewick, WA 99337

Vicki Brock
Parcel 123802012006001
225604 E. Cochran Rd. / Kennewick, WA 99337

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

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	**ZC 2022-004 *(Change to the Zoning District)***
MEMO DATE:	June 10, 2022
HEARING DATE:	June 21, 2022
APPLICANT/OWNER:	Vicki Brock, 225604 E Cochran Rd, Kennewick, WA 99337.
LOCATION:	General Location: The properties are located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road in the Finley area of unincorporated Benton County. Addresses**:** 226304, 225626, 225616, 225604, 225504, and 225204 E Cochran Road, Kennewick WA 99337. Legal: Lots 1 and 2 of Short Plat 2006; Lots 1 and 2 of Short Plat 2157; the east half of the west half of the southeast quarter of the northwest quarter, lying north of the drainage canal south of right of way line as same existed on October 4, 1951; and the south 277.00 feet of the west 79.00 feet of the west half of the west half of the southeast of the northwest. Parcel Numbers: 1-2380-201-2006-002; 1-2380-201-2006-001; 1-2380-201-2157-002; 1-2380-201-2157-001; 1-2380-200-0014-000; and 1-2380-200-0017-000.
PROPERTY SIZE:	Approximately 15.10 acres, collectively.
AREA TO BE USED:	N/A
LAND USE:	Rural residential
ZONING:	Heavy Industrial
COMP PLAN:	Rural Remote
STAFF RECOMMENDATION:	Planning Division staff recommend that the Planning Commission forward to the Board of County Commissioners a recommendation to approve zone change request ZC 2022-004, subject to the nineteen (19) findings of fact.

APPLICATION DESCRIPTION:

ZC 2022-004 (PCM 1.5) proposes to change the zoning designation for six (6) contiguous parcels located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road in the Finley area of unincorporated Benton County. If approved, the zone change will require the need to update Official Zoning Map A-4, through a subsequent

ordinance amendment, to reflect the change in the zoning designation of these parcels.

The subject parcels, consisting of 15.10 acres collectively, are currently zoned Heavy Industrial (HI) district and the applicant is proposing to change the zoning district to the Rural Lands Five Acre District.

The requested zone change would allow the existing single-family residences and uses on the properties to continue and would be in conformance under a rural residential zoning district.

PUBLIC NOTICE:

1. The application for ZC 2022-004 was submitted to the Benton County Planning Division on May 20, 2022 (PCM 1.5).
2. The application was declared complete for processing on May 20, 2022.
3. The application documents were distributed to reviewing agencies on May 25, 2022.
4. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin. (PCM 1.9)
5. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
6. An Environmental Checklist (EA 2021-024) (PCM 1.7) was submitted on October 1, 2021, and a Determination of Non-Significance (PCM 1.8) was issued on January 27, 2022, with a 14-day comment period.
7. The Planning Commission public hearing is scheduled for June 21, 2022.

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 11.53.020, Zoning – Zoning Map and Text Amendments.
2. Benton County Code (BCC) 11.53.020, Zoning – Amendments - Initiation.
3. Benton County Code (BCC) 11.53.020, Zoning – Application Required – Non-Refundable Application Fee.
4. Benton County Code (BCC) 11.53.020, Zoning – Planning Commission Hearing.

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on May 25, 2022.
    a. Benton County Public Works Department
    b. Benton-Franklin Health District
    c. Benton County Fire Marshal
    d. Benton County Fire District #1
    e. City of Kennewick
    f. Columbia Irrigation District
2. The Benton County Public Works Dept., the Benton County Fire Marshal and Columbia Irrigation District responded stating that they had no comments on this application.
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, Benton County Code, and other regulations adopted by Benton County as applicable.

b. The subject parcels are currently zoned Heavy Industrial and the existing single-family residences on the properties are non-conforming using under this zoning district. A Rural Lands Five Acre Zoning District would bring the existing uses on the parcels into conformance under a rural residential zoning district.

c. Adjoining properties to the north, east and south are zoned Heavy Industrial while those to the west are zoned Rural Lands Five Acre District.

CRITERIA FOR FINDINGS OF FACT:

1. **Benton County Code (BCC) 11.53.020**, Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

   (a) The Board of Commissioners may, upon recommendation of the County Planning Commission, change by ordinance the following:

   (1) The Benton County Official Zoning Map, pursuant to Chapter 11.05 BCC, including zoning district boundary lines and zoning classifications.

2. **Benton County Code (BCC) 11.53.050**, Zoning-Amendments and Appeals, Amendments - Planning Commission Hearing.

   After holding at least one open record hearing, the County Planning Commission shall transmit to the Board of County Commissioners its recommendations for the zoning map or zoning text amendment. The Planning Commission may recommend for the approval, approval with conditions, or denial of the application request. The Planning Commission must make Findings of Fact with respect to the following:

   (a) The amendment to the zoning map or zoning text will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

   (b) The amendment to the zoning map or zoning text is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

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 ZC 2022-004, 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 ZC 2022-004 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 is requesting to change the zoning district for six (6) contiguous parcels located in unincorporated Benton County. The parcels, which are currently zoned Heavy Industrial (HI) are requested to be changed to the Rural Lands Five Acre Zoning District (RL-5).

2. The applicant is Vicki Brock whose mailing address is 225604 E Cochran Rd, Kennewick, WA 99337.

3. The properties are addressed as 226304, 225626, 225616, 225604, 225504, and 225204 E Cochran Road, Kennewick WA 99337 and are located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road.

4. The parcels are legally described as: Lots 1 and 2 of Short Plat 2006, Lots 1 and 2 of Short Plat 2157, the east half of the west half of the southeast quarter of the northwest quarter, lying north of the drainage canal south of right of way line as same existed on October 4, 1951, and the south 277.00 feet of the west 79.00 feet of the west half of the west half of the southeast of the northwest. Parcel numbers: 1-2380-201-2006-002, 1-2380-201-2006-001, 1-2380-201-2157-002, 1-2380-201-2157-001, 1-2380-200-0014-000, and 1-2380-200-0017-000.

5. The properties collectively comprise approximately 15.10 acres in size.

6. The subject parcels are currently designated Rural Remote by the Benton County Comprehensive Plan.

7. If approved, the proposed zoning district of Rural Lands Five Acre will:

    a. Provide for consistency between the Zoning designation and Comprehensive Plan designation; and

    b. Allow for existing rural residential uses to be conforming uses and continue on the properties.

8. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

9. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

10. The application for ZC 2022-004 is consistent with the Growth Management Act (GMA) RCW 36.70A.

11. Adjoining properties predominantly involve residential uses to the west, and industrial uses to the north, east, and south.

12. Public notice and application requirements have been completed for the Zone Change request as follows:

    a. The application for ZC 2022-004 was submitted to the Benton County Planning Division on May 20, 2022 (PCM 1.5).

13. The application was declared complete for processing on May 20, 2022.

14. The application documents were distributed to reviewing agencies on May 25, 2022.

15. Legal notification for the Planning Commission public hearing was published on June 8, 2022 in the Prosser Record Bulletin (PCM 1.9).

16. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.

17. The Planning Commission public hearing is scheduled for June 21, 2022.

18. ZC 2022-004 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022 with a 14-day comment period.

19. The application submittal, eligibility, public notice, and procedural steps for ZC 2022-004 have been consistent with Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

SUGGESTED MOTION

I move that the Chairman, along with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for APPROVAL of ZC 2022-004, subject to the nineteen (19) Findings of Fact listed in the Staff Report dated June 10, 2022, changing the Zoning designation from Heavy Industrial to Rural Lands Five Acre District and amending *Official Zoning Map A-4* (PCM 1.4) to reflect said change in zoning designation to the Benton County Board of Commissioners that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

Existing Zoning Classification Site Map - ZC 2022-004

PCM 1.2

8/23/2021, 11:13:27 AM

Parcels_and_Assess

Zoning

HEAVY INDUSTRIAL

RL-5

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

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Benton County Planning
Google Inc |

BENTON COUNTY

STATE OF WASHINGTON

OFFICIAL ZONING MAP A-4

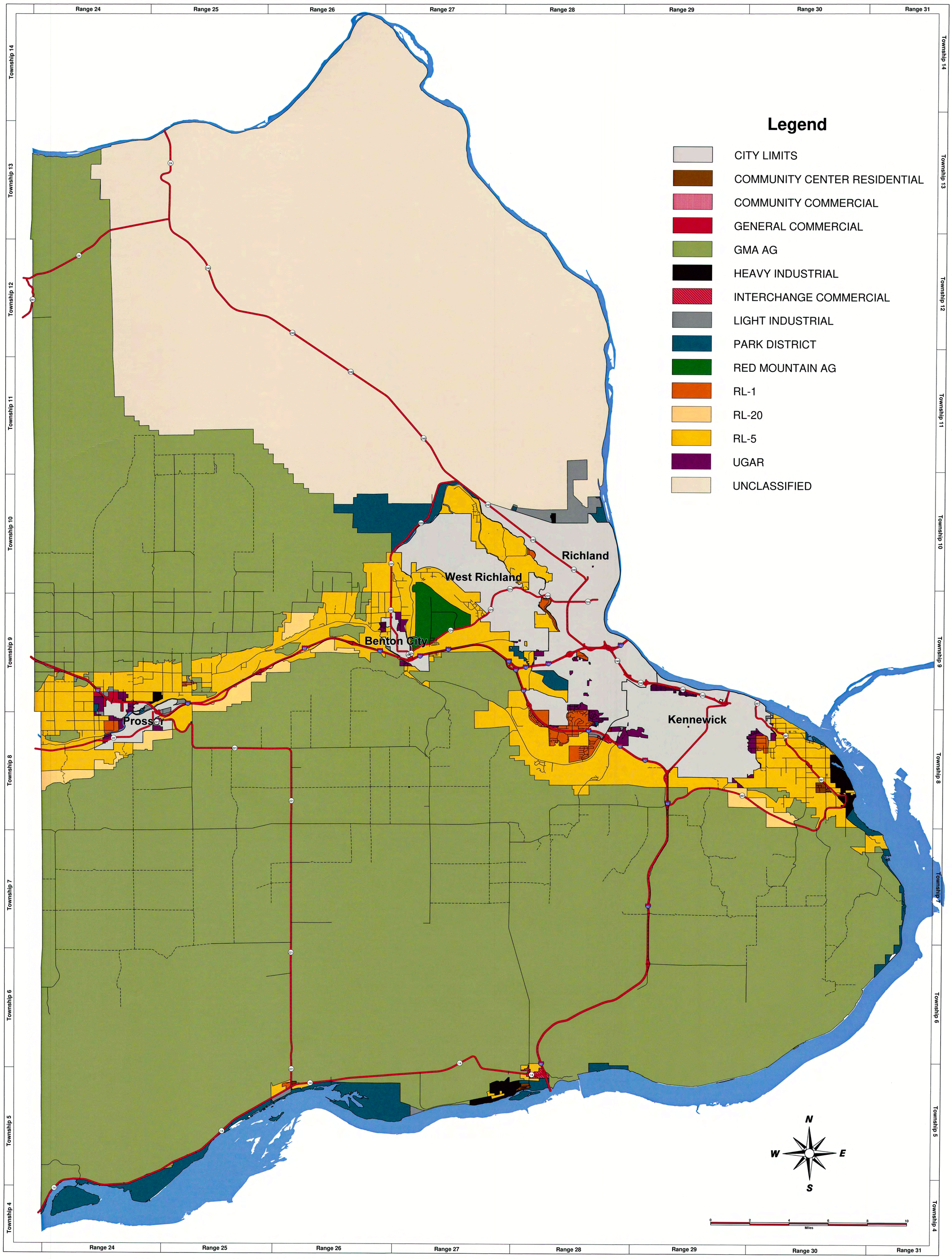
Effective 12-18-18

WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE # 616 OF THE BOARD OF COUNTY COMMISSIONERS AND SIGNED BY ITS CHAIRMAN.

DATED THIS 18TH DAY OF DECEMBER 2018.

BY _____ ATTEST _____

CHAIRMAN OF THE BOARD — CLERK OF THE BOARD



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map A 3 adopted by Ordinance 601 on Feb. 27, 2018

Map Printed 12/3/18

Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

BENTON est.1905 WASHINGTON

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

ZONE CHANGE APPLICATION

Application No. ZC2022-004

RECEIVED
MAY 20 2022
Benton Co. Planning Division

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: William (Bill) & Linda Lafferty

Mailing Address: 225616 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 582-9143 Work: _____

Email Address: linda_lafferty@hotmail.com

Signature: William C. Lafferty Date: 5/4/22

Signature: Linda Lafferty Date: 5/4/22

If there are additional owners please copy this section, sign, and attach to the application

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 225616 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 - 2380 - 200 - 0014 - 000

   __ - ____ - ___ - ____ - ___

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* William Lafferty 225616 E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☐ No ☒ Yes: *(Provider)* Ziply Fiber

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irragation

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 zone

5. **Comprehensive Plan designation:** _____ Rural Remote

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Continue current useage, most similar to that of an "RL-5" zoning classification.

7. **Time schedule for redevelopment?** No redevelopment needed. Continue current useage, most similar to that of an "RL-5" zoning classification.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** Preserve property usage in accordance with historical use.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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

10. **Affect on the property owner(s) if the request is not granted?** Owners will not be able to rebuild current structures if structures are damaged by more than 50%. Owners will be limited in types of building permits to obtain. Owners may find difficulty in obtaining property insurance.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: *Y N*

Critical Areas: *N Y:* _____

Zoning: _____

Reviewed by: _____

Date: _____

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Planning Department
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Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

RECEIVED
MAY 20 2022
Benton Co. Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Richard & Bonnie Holmes

Mailing Address: 225626 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-4639 Work: _____

Email Address: lm4Hymn@gmail.com

Signature: [signature] Date: 5-3-22

Signature: Bonnie Holmes Date: 5-3-22

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 225626 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 – 2380 – 201 – 2157 – 002

   ___ – _____ – _____ – _____ – _____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* Richard Holmes 225626 E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☒ No ☐ Yes: *(Provider)* _____

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irrigation District

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 zone

5. **Comprehensive Plan designation:** Rural Remote

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Continue current useage, most similar to that of an "RL-5" zoning classification.

7. **Time schedule for redevelopment?** No redevelopment needed. Continue current useage, most similar to that of an "RL-5" zoning classification.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** Preserve property usage in accordance with historical use.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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10. **Affect on the property owner(s) if the request is not granted?** Owners will not be able to rebuild current structures if structures are damaged by more than 50%. Owners will be limited in types of building permits to obtain. Owners may find difficulty in obtaining property insurance.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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ZONE CHANGE APPLICATION

RECEIVED
MAY 20 2022
Benton Co. Planning Division

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Jon Rouse

Mailing Address: 226304 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (503) 910-2359 Work: _____

Email Address: jonrouseis@gmail.com

Signature: Jon Rouse Date: 5/3/2022

Signature: — Date: —

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 226304 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-2380-201-2006-002

   ___-_____-____-_____-____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* Jon Rouse 226304 E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☒ No ☐ Yes: *(Provider)* Cell phone only

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irrigation District

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 zone

5. **Comprehensive Plan designation:** Rural Remote

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Continue current useage, most similar to that of an "RL-5" zoning classification.

7. **Time schedule for redevelopment?** No redevelopment needed. Continue current useage, most similar to that of an "RL-5" zoning classification.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** Preserve property usage in accordance with historical use.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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10. **Affect on the property owner(s) if the request is not granted?** Owners will not be able to rebuild current structures if structures are damaged by more than 50%. Owners will be limited in types of building permits to obtain. Owners may find difficulty in obtaining property insurance.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: Y N

Critical Areas: N *Y:* _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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RECEIVED
MAY 20 2022
Benton Co. Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Charles & Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: Vicki Brock Date: 5-4-2022

Signature: Charles Brock Date: 5-6-2022

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

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Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 225604 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-2380-201-2006-001

   ___-_____-____-_____-____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* Charles Brock 225604 E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☐ No ☒ Yes: *(Provider)* Ziply Fiber

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irrigation District

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 zone

5. **Comprehensive Plan designation:** Rural Remote

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Continue current usage, most similar to that of an "RL-5" zoning classification.

7. **Time schedule for redevelopment?** No redevelopment needed. Continue current usage, most similar to that of an "RL-5" zoning.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** Preserve property usage in accordance with historical use.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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

10. **Affect on the property owner(s) if the request is not granted?** Owners will not be able to rebuild current structures if structures are damaged by more than 50%. Owners will be limited in types of building permits to obtain. Owners may find difficulty in obtaining property insurance.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: *Y* *N*

Critical Areas: *N* *Y:* _____ ***Zoning:*** _____

Reviewed by: _____ ***Date:*** _____

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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

RECEIVED
MAY 20 2022
Benton Co. Planning Division

ZONE CHANGE APPLICATION

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Florence Coleman

Mailing Address: 225504 E Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 521-4777 Work: _____

Email Address: fcoleman01@aol.com

Signature: Florence I Coleman Date: 5/5/22

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 225504 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 – 2380 – 201 – 2157 – 001

   ___ – _____ – ____ – _____ – ____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* Florence Coleman 225504 E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☐ No ☒ Yes: *(Provider)* Ziply Fiber

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irrigation District

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 zone

5. **Comprehensive Plan designation:** Rural Remote

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Continue current useage, most similar to that of an "RL-5" zoning classification.

7. **Time schedule for redevelopment?** No redevelopment needed. Continue current useage, most similar to that of an "RL-5" zoning classification.

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?** Preserve property usage in accordance with historical use.

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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10. **Affect on the property owner(s) if the request is not granted?** Owners will not be able to rebuild current structures if structures are damaged by more than 50%. Owners will be limited in types of building permits to obtain. Owners may find difficulty in obtaining property insurance.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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

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Prosser Office: 620 Market Street, 1st Floor
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ZONE CHANGE APPLICATION

RECEIVED
MAY 20 2022
Benton Co. Planning Division

Application No. _____

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Vicki Brock

Mailing Address: 225604 E. Cochran Rd City: Kennewick

State: WA ZIP: 99337 Phone: (509) 987-2306 Work: _____

Email Address: vicki.brock@gmail.com

Signature: _____ Date: _____

☐ **Property Owner(s)** *(if different)*: Jose Huerta Gonzalez

Mailing Address: 105 19th Ave. Unit #120 City: Kennewick

State: WA ZIP: 99337 Phone: (509) 792-5725 Work: _____

Email Address: elcokiyo@gmail.com

Signature: Jose Luis Huerta Gz Date: 5/4/22

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Not a corporation, partnership, trust or LLC

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 Department is subject to public records disclosure law for the State

PARCEL INFORMATION

1. **Subject property address:** 225504 E. Cochran Rd

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1 – 2380 – 200 – 0017 – 000

   ___ – _____ – _____ – _____ – _____

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* Jose Huerta Gonzalez 225204E. Cochran Rd

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☒ No ☐ Yes: *(Provider)* Cell phone only

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* Columbia Irrigation District

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** Heavy Industrial **to the zoning classification of** RL-5 Zone

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9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?** None

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IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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

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

Determination of Non-Significance

Proponent: Vicki Brock
225604 E Cochran Rd
Kennewick, WA 99337

File No. EA 2021-024

Project Description: A Comprehensive Plan Amendment (CPA 2022-001) to amend the Benton County Comprehensive Plan land use map (*Figure 5 - 2017 Periodic Update Land Use Designations Map*). The amendment proposes to change the land use designation from Rural Industrial to Rural Remote for six (6) contiguous parcels. The amendment further revises the tables and text in the Plan that may refer to the current use or designation of the properties. Additionally, the subsequent rezone of the properties from the Heavy Industrial (HI) zoning designation to a Rural Lands Five Acre (RL-5) zoning designation has been included in this SEPA application review.

Project Location: The properties are located approximately 1/4 mile east of the intersection of E Cochran Road and S Finley Road, lying north of E Cochran Road in the Finley area of unincorporated Benton County. Addresses: 226304, 225626, 225616, 225604, 225504, and 225204 E Cochran Road, Kennewick WA 99337. Parcel Numbers: 1-2380-201-2006-002; 1-2380-201-2006-001; 1-2380-201-2157-002; 1-2380-201-2157-001; 1-2380-200-0014-000; and 1-2380-200-0017-000.

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 February 10, 2022.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Michelle Cooke
Position/Title: Planning Manager – Benton County Planning Division
Address: P.O. Box 910, Prosser WA 99350

Date: January 27, 2022

Michelle Cooke, Planning Manager
Benton County Community Development Department

THIS MAP ENLARGED FOR EASIER REFERENCE

Zoning

HEAVY INDUSTRIAL

RL5

6 Neighbor properties for proposed zone change from "Heavy Industrial" to "RL5" outlined in blue.

N
W E
S

Parcel Numbers		
123802000017000	Jose Huerta Gonzalez	225204 E. Cochran Rd.
123802000014000	William and Linda Lafferty	225616 E. Cochran Rd.
123802012006001	Charles and Vicki Brock	225604 E. Cochran Rd.
123802012006002	Jon Rouse	226304 E. Cochran Rd.
123802012157001	Florence Coleman	225504 E. Cochran Rd.
123802012157002	Richard and Bonnie Holmes	225626 E. Cochran Rd.

Finley CPA Site Map (Zoning)

ADDITIONAL DETAILED MAP ON BACK

8/23/2021, 11:13:27 AM

Parcels_and_Assess

Zoning

HEAVY INDUSTRIAL

RL-5

6 Neighbor properties for proposed zone change from "Heavy Industrial" to "RL5" outlined in blue.

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

© OpenStreetMap (and) contributors, CC-BY-SA

N W E S

Benton County Planning
Google Inc |

Parcel Numbers		
123802000017000	Jose Huerta Gonzalez	225204 E. Cochran Rd.
123802000014000	William and Linda Lafferty	225616 E. Cochran Rd.
123802012006001	Charles and Vicki Brock	225604 E. Cochran Rd.
123802012006002	Jon Rouse	226304 E. Cochran Rd.
123802012157001	Florence Coleman	225504 E. Cochran Rd.
123802012157002	Richard and Bonnie Holmes	225626 E. Cochran Rd.

Planning Department
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Phone (509) 786-5612
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co.benton.wa.us

RECEIVED
OCT 0 1 2021
BENTON COUNTY
~~BUILDING~~ DEPT.
Planning

SEPA ENVIRONMENTAL CHECKLIST

File No. EA EA 2021-024

A. BACKGROUND

1. Name of proposed project, if applicable: Comprehenisve Plan Change, Zoning Designation Change, Applicable Map Changes.

2. Name of applicant: Vicki Brock

3. Address and phone number of applicant and contact person: Vicki Brock - 225604 E. Cochran Rd. / Kennewick, Wa 99337 - Cell (509) 987-2306 - email: vicki.brock@gmail.com

4. Date checklist prepared: September 15, 2021

5. Agency requesting checklist: Benton County Planning Department

6. Proposed timing or schedule (including phasing, if applicable): Planning Department Schedule

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No future plans.

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

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.

Comprehensive Plan Change, Zoning Designation Change and Applicable Map Changes. Petitioning to change the zoning of neighborhood property from "Heavy Industrial non-conforming" to "RL5" zoning. Property's current non-conforming use matches that of residential / agriculture usage. There would be no change in current use when reclassifying to "RL5" classification.

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. **Parcel numbers 123802012006002, 123802012006001, 123802012157002 123802012157001, 123802000014000, 123802000017000**

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

Flat [X] Rolling [ ] Hilly [ ] Steep Slopes [ ] Mountainous [ ]

Other **Not applicable, this is not a site specific project. Future projects may need evaluation.**

b. What is the steepest slope on the site (approximate percent slope)?
Not applicable, this is not a site specific project. Future projects may need evaluation.

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. Future projects may need evaluation. Soil is sandy.

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. Future projects may need evaluation. No unstable soils known.

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. **No fill or grading proposed.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

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. Future projects may need evaluation. No clearing proposed.

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.**
Future projects may need evaluation. No impervious surfaces proposed.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: **None**

Not applicable, this is not a site specific project. Future projects may need evaluation.

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. Future projects may need evaluation.**
No changes from current use proposed.

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. Future projects may need evaluation.

No off site odor forseen.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: None

Not applicable, this is not a site specific project. Future projects may need evaluation.

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. Future projects may need evaluation.

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. Future projects may need evaluation.

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. Future projects may need evaluation.

No fill or dredge material proposed.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. No change in current use.

Not applicable, this is not a site specific project. Future projects may need evaluation.

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. Future projects may need evaluation.
No change from current use.

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. Future projects may need evaluation.

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. Future projects may need evaluation.
No change from current use.

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. Future projects may need evaluation.
No change from current use.

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. Future projects may need evaluation. No change from current use.**

2) Could waste materials enter ground or surface waters? If so, generally describe. **Not applicable, this is not a site specific project. Future projects may need evaluation. No change from current use.**

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. Future projects may need evaluation. No change from current use.**

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. Future projects may need evaluation. No change from current use.**

4. **Plants**

a. Check the types of vegetation found on the site:

- X Deciduous tree *(alder, maple, aspen, other)*
- X Evergreen tree *(fir, cedar, pine, other)*
- X Shrubs
- X Grass
- X 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? **A variety of vegetation on each residence. Not applicable, this is not a site specific project. Future projects may need evaluation. No change to current vegetation.**

c. List threatened and endangered species known to be on or near the site. **No known endangered species. Not applicable, this is not a site specific project. Future projects may need evaluation.**

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: **No proposed landscaping. No change from current use. Not applicable, this is not a site specific project. Future projects may need evaluation.**

e. List all noxious weeds and invasive species known to be on or near the site. **None known. Not applicable, this is not a site specific project. Future projects may need evaluation.**

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. **A wide variety of wild, and domestic animals.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

No change from current use.

b. List any threatened and endangered species known to be on or near the site. **None known.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

No change from current use.

c. Is the site part of a migration route? If so, explain. **Not applicable, this is not a site specific project.**

This site is not known to be a part of a migration route. No change from current use.

d. Proposed measures to preserve or enhance wildlife, if any: **No changes proposed.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

No change from current use.

e. List any invasive animal species known to be on or near the site. **None known.**

Not applicable, this is not a site specific project. No known invasive animal species are known.

No changes from current use.

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. Future projects may need evaluation.

Residences currently use electrcity. No changes from current use proposed.

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. No changes from current use proposed.

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: **None.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

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.

Not applicable, this is not a site specific project. Future projects may need evaluation.

No changes from current use proposed.

1) Describe any known or possible contamination at the site from present or past uses. **None known.**

Not applicable, this is not a site specific project. Future projects may need evaluation.

No changes from current use proposed.

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

Not applicable, this is not a site specific project. Future projects may need evaluation.

No changes from current use proposed.

area and in the vicinity.

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. Future site specific projects may need evaluation.
No changes to current use proposed.

4) Describe special emergency services that might be required. **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.
No changes from current use proposed.

5) Proposed measures to reduce or control environmental health hazards, if any: **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.
No changes from current use proposed.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.
No changes from current use proposed.

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. Future site specific projects may need evaluation.
No changes from cuurrent use proposed.

3) Proposed measures to reduce or control noise impacts, if any: **None.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.
No changes from current use proposed.

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.**

Land is currently used as residential/agriculture. Approved proposal will not affect or change current land use.

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. Future site specific projects may need evaluation.

Land is currently used as residential/agriculture. Approved proposal will not affect or change current land use.

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.**

Land is currently used as residential/agriculture. Approved proposal will not affect or change current land use.

c. Describe any structures on the site.

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

d. Will any structures be demolished? If so, what?

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No demolishion of current buildings within this proposal.

e. What is the current zoning classification of the site? **Current zoning is "Heavy Industrial".**

f. What is the current comprehensive plan designation of the site? **"Heavy Industrial".**

g. If applicable, what is the current shoreline master program designation of the site? **No shoreline.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

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. Future site specific projects may need evaluation.

No known critical classification. No changes from current use proposed.

i. Approximately how many people would reside or work in the completed project?

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No change from current use proposed.

j. Approximately how many people would the completed project displace? **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

k. Proposed measures to avoid or reduce displacement impacts, if any: **No displacements.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Follow guidelines from the Benton County Comprehensive Plan.**

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.**

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:

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

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? **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No structures proposed. No changes from current use proposed.**

b. What views in the immediate vicinity would be altered or obstructed? **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.**

c. Proposed measures to reduce or control aesthetic impacts, if any: **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.

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. Future site specific projects may need evaluation. No changes from current use proposed.

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. Future site specific projects may need evaluation. No changes from current use proposed.**

c. What existing off-site sources of light or glare may affect your proposal? **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.

d. Proposed measures to reduce or control light and glare impacts, if any: **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.

12. **Recreation**

a. What designated and informal recreational opportunities are in the immediate vicinity? **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.**

b. Would the proposed project displace any existing recreational uses? If so, describe. **No**

Not applicable, this is not a site specific project. however, no recreational uses would be displaced. No changes from current use proposed.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **No proposed measures to control impacts on recreation.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.

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 historic sites known. Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.**

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. Future site specific projects may need evaluation.**

No changes from current use proposed. No known landmarks, burial grounds, cemeteries or artifacts known.

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. **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

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. **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

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. **No changes from current use proposed.**

Not applicable, this is not a site specific project. East Cochran Road has served the residences and will continue to do so in the same manner as current use.

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? **No public transit.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? **None**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

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. Future site specific projects may need evaluation.

No changes from current use proposed.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. **No proposed use of water, air or rail transportation.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

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

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

No changes from current use proposed.

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current use proposed.**

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. **No changes from current use proposed. Not applicable, this is not a site specific project. Future site specific projects may need evaluation.**

h. Proposed measures to reduce or control transportation impacts, if any: **No changes from current use proposed. Not applicable, this is not a site specific project. Future site specific projects may need evaluation.**

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. **No changes from current use proposed. Not applicable, this is not a site specific project. Future site specific projects may need evaluation.**

b. Proposed measures to reduce or control direct impacts on public services, if any. **No impact on public services forseen. Not applicable. This is not a site specific project. No changes from current use proposed.**

16. Utilities

a. Circle utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer system other **Not applicable, this is not a site specific project. Future site specific projects may need evaluation. No changes from current utilities use proposed.**

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. Future site specific projects may need evaluation. No new utilities are being proposed. No changes from current use proposed.

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: Vicki Brock

Name of Signee Vicki Brock

Position and Agency/Organization

Date Submitted: 10-1-2021

Signature Page Attached

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? **No changes from current use proposed**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to avoid or reduce such increases are: **No changes from current use proposed.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? **No changes from current use.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: **No changes from current use.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

3. How would the proposal be likely to deplete energy or natural resources? **No changes from current use proposed**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to protect or conserve energy and natural resources are: **No changes from current use.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

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? **No changes from current use proposed.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: **No changes from current use proposed. Not applicable, this is not a site specific project. Future site specific projects may need evaluation.**

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? **No changes from current use proposed.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: **No changes from current use proposed. Not applicable, this is not a site specific project. Future site specific projects may need evaluation.**

6. How would the proposal be likely to increase demands on transportation or public services and utilities? **No changes from current use proposed. No impact on transportation, public services or utilities forseen.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

a. Proposed measures to reduce or respond to such demand(s) are: **No changes from current use proposed.**

No change on demands. Not applicable, this is not a site specific project. Future site specific projects may need evaluatiion.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. **No changes from current use proposed. No conflicts known.**

Not applicable, this is not a site specific project. Future site specific projects may need evaluation.

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 BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a special meeting on June 21, 2022, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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 Friday June 17, 2022.

SUB 2022-001 - The preliminary plat of Harvest Ridge Phase 2 the subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres by Geoff Clark dba Candy Mountain, LLC. The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase

1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

SUB 2022-002 - The preliminary plat of Cottonwood Creek Phase 4 by Badger Properties II for the subdivision of approximately 25.58 acres into 13 residential lots with an average lots size of 1.72 acres. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

NOTICE IS FURTHER GIVEN that the proposed subdivision applications have been reviewed under the requirements of the State Environmental Policy Act and Mitigated Determinations of Non-Significance (MDNS) were issued on June 3, 2022. 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 Friday June 17, 2022.

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 proposals to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 3rd day of June 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: June 8, 2022

Donna Hutchinson

From: CID <cid@columbiairrigation.com>
Sent: Wednesday, May 25, 2022 2:53 PM
To: Donna Hutchinson
Subject: [EXTERNAL] RE: ZC 2022-004 Viki Brock 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.

Good afternoon,

CID has no comment on the zoning change permit applications.

Thank you,

Lila Freshment
Office Manager
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336
Phone: (509) 586-6118
Fax: (509) 586-0485
lfreshment@columbiairrigation.com

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:30 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; CID <cid@columbiairrigation.com>
Subject: ZC 2022-004 Viki Brock Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

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. **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: Clark Posey
Sent: Tuesday, May 31, 2022 11:01 AM
To: Donna Hutchinson
Subject: RE: ZC 2022-004 Viki Brock Agency Review

Fire Marshal comments-NONE!

Good to see that we are creating more Non-Conforming lots!

Clark

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:30 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; Columbia Irrigation District <CID@columbiairrigation.com>
Subject: ZC 2022-004 Viki Brock Agency Review

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Donna Hutchinson

From: Cristina Woods
Sent: Thursday, June 2, 2022 10:23 AM
To: Donna Hutchinson
Subject: RE: ZC 2022-004 Viki Brock Agency Review

Good morning

PW has no comments

Thank you

Cristina Woods, MS • *Engineering Associate II*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:30 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; Columbia Irrigation District <CID@columbiairrigation.com>
Subject: ZC 2022-004 Viki Brock Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
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EXHIBIT LIST FOR ZC 2022-005/EA 2021-029
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - June 21, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	June 10, 2022
	PCM 1.2	Existing Zoning Land Use Designations	May 25, 2022
	PCM 1.3	Proposed Zoning Plan Land Use Designations	May 25, 2022
	PCM 1.4	Official Zoning Map A-4	December 18, 2018
	PCM 1.5	ZC 2022-004 Application	May 20, 2022
		SEPA INFORMATION	
	PCM 1.6	Determination of Non Significance	January 27, 2022
	PCM 1.7	Environmental Checklist EA 2021-024	November 23, 2021
		HEARING NOTICES	
	PCM 1.8	Notice of Public Hearing	June 3, 2022
		COMMENTS	
	PCM 1.9	Columbia Irrigation District	May 25, 2022
	PCM 1.10	Benton County Fire Marshal	May 31, 2022
	PCM 1.11	Comments from Benton County Public Works	June 2, 2022
Board of County Commissioners Memo Exhibit List - July 26, 2022			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	July 12, 2022
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Planning Commission Findings and Recommendation	June 21, 2022
	BCCM 1.4	Audio Recording of the Planning Commission Meeting	June 21, 2022
	BCCM 1.5	Board of County Commissioners Legal Notice	July 8, 2022

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:	July 26, 2022 **Memo Date:** July 12, 2022
Subject:	Request for Zone Change - ZC 2022-005, Applicant: Thomas Fisher
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
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

The applicant has submitted an application (PCM 1.5) requesting a change in the zoning designation for three (3) contiguous parcels located north of SR 397, west of S Yew Street, and east of the Kennewick city limits in the Finley area of unincorporated Benton County from Rural Lands Five Acre to the Light Industrial District. The requested zone change would allow the existing industrial uses on the properties to continue and would be in conformance under an industrial zoning district.

On June 21, 2022, at the conclusion of the open record hearing, the Planning Commission voted (4-1) to forward a recommendation of approval of the proposed zone change to the Board of County Commissioners subject to the Planning Commission's suggested thirteen (13) findings and conclusions.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-005, be approved with the suggested thirteen (13) findings and conclusions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve the zone change request ZC 2022-005 .

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING A CHANGE IN THE ZONING CLASSIFICATION FOR THREE PARCELS FROM RURAL LANDS FIVE ACRE TO LIGHT INDUSTRIAL DISTRICT. APPLICANT: THOMAS FISHER, PARCEL NUMBERS: 105803012350004, 105803012350005, and 108801020004003

WHEREAS, the Benton County Planning Commission after conducting an open record hearing in person and via a WebEx virtual meeting format on June 21, 2022, recommended approval of the proposed change in zoning classification on parcels 105803012350004, 105803012350005, and 108801020004003. from Rural Lands Five Acre to Light Industrial District; and,

WHEREAS, the Board of County Commissioners did conduct an open record appeal hearing in person and via a WebEx virtual meeting format on July 26, 2022, at 9:00 a.m. in the Commissioners Meeting Room, third floor of the Courthouse, Prosser, Washington to consider the above proposed change in zoning classification; and,

WHEREAS, the Board of County Commissioners did review the Planning Commission and staff's recommendations and finds that proper legal notification, public hearing and review have been made and it appears to be in the public interest to accept said recommendation; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conclusions as their own (which are kept in File No. ZC 2022-005 in the Planning Division records); NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners APPROVES Zone Change Application ZC 2022-005 for the change in zoning classification on three (3) parcels from Rural Lands Five Acre to Light Industrial District for the following properties:

> A portion of tracts 4 and 5 of Putnum Tracts as recorded in Volume 1 of Plats, page 43, Records of Benton County, WA, said parcel being in Section 8, Township 8 North, Range 30 East, W.M.; Lot 2 of Short Plat No. 2350 together with that portion of lot 1 according to the survey thereof recorded under Benton County Auditor's 2021-058314, 12/29/2021 and Lot 3 of Short Plat No. 2350. (Parcel Numbers: 105803012350004, 105803012350005, and 108801020004003).

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

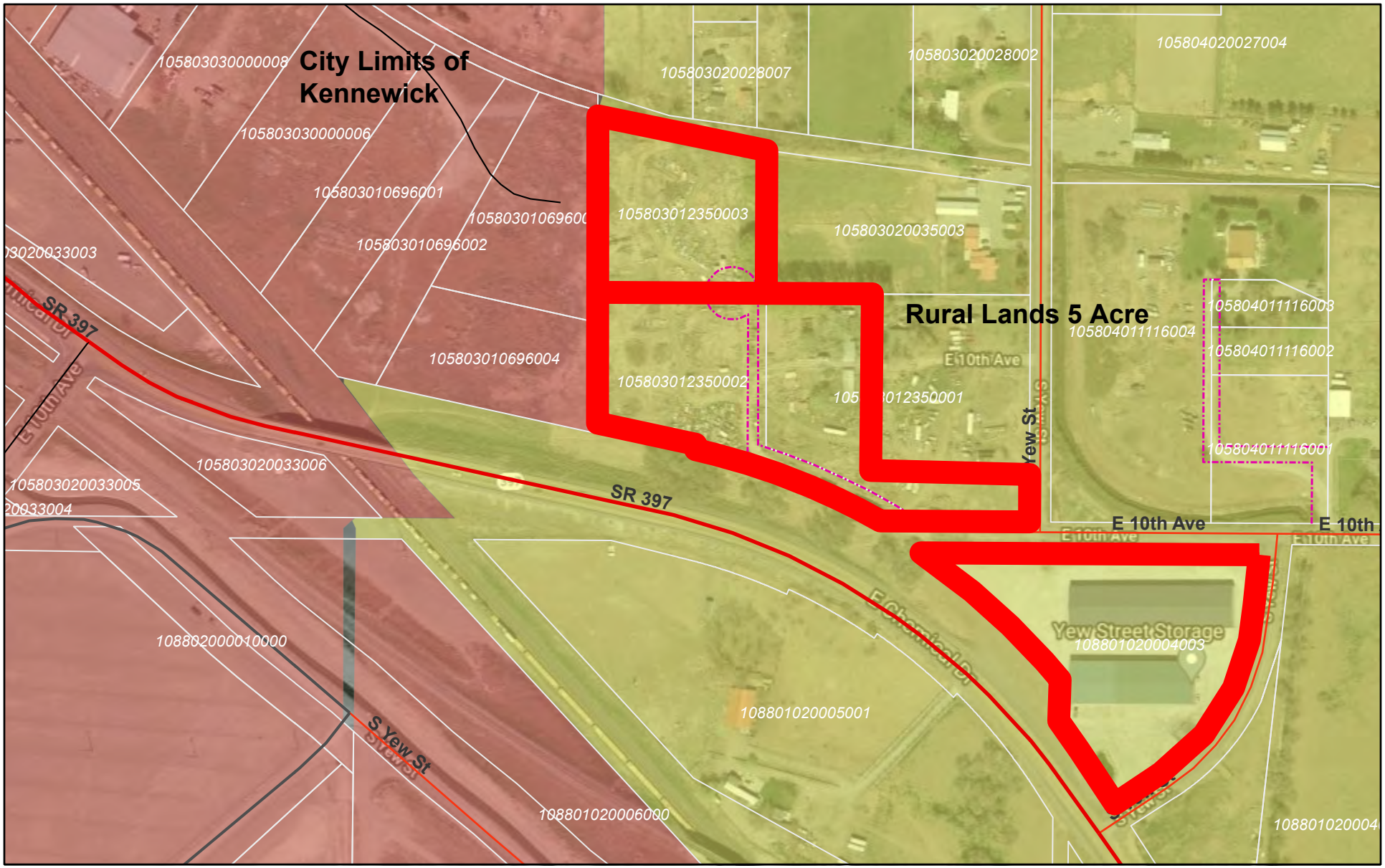
_____
Member
Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

MC

ZC 2022-005 - Existing Zoning Designations

PCM 1.2



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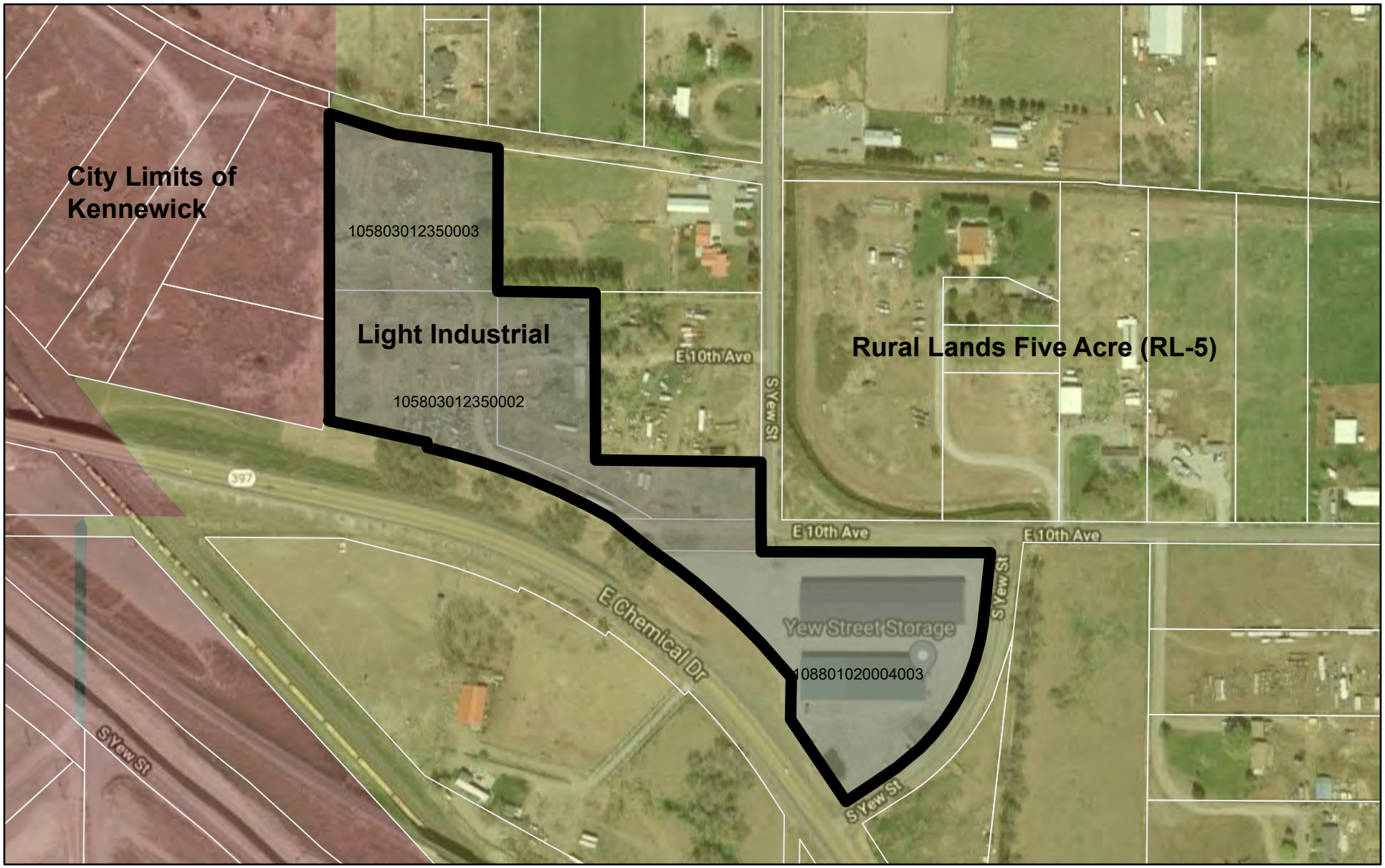
ZC 2022-005 Proposed Zoning Land Use Designation



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RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Zone Change Request to change the zoning designation on three (3) parcels in rural Finley area, from Rural Lands Five Acre to Light Industrial

File No. ZC 2022-005

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

ZC 2022-005: A proposal by Thomas Fisher to change the zoning designation of three (3) contiguous parcels located north of SR 397, west of S Yew Street, and east of the Kennewick city limits in the Finley area from Rural Lands Five Acre to Light Industrial. The request 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 changed to Light Industrial designation is generally described as follows:

A portion of tracts 4 and 5 of Putnum Tracts as recorded in Volume 1 of plats, page 43, records of Benton County, WA, said parcel being in Section 8. Township 8 North, R 30 East, W.M., and Lots 1 and 2 of Short Plat No. 2350 according to the survey thereof recorded under Benton County Auditor's File No. 1998-007968, subject to (Boundary Line Adjustment AF#2021-058313, 12/29/2021). Parcel numbers: 105803012350004, 105803012350005, and 108801020004003.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.035 was given on June 8, 2022 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on June 21, 2022, at 6:00 p.m., through both an in-person and virtual hearing setting; and,

WHEREAS, the following members were present, Brian Skeels, Odalys Lopez, Lorna Zaback, 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 Zone Change request (ZC 2022-005) by Thomas Fisher changing the zoning

designation of three (3) contiguous parcels located north of SR 397, west of S Yew Street, and east of the Kennewick city limits in the Finley area from Rural Lands Five Acre to Light Industrial, 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

Zone Change consistency with Benton County Code (BCC) 11.53 – Amendments and Appeals:

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 11.53 Amendments and Appeals.
    a. The application for ZC 2022-005 was submitted to the Benton County Planning Division on May 20, 2022.
    b. The application was declared complete for processing on May 20, 2022.
    c. The application documents were distributed to reviewing agencies on May 25, 2022.
    d. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin.
    e. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
    f. ZC 2022-005 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022, with a 14-day comment period.
    g. A public hearing was held before the Planning Commission on June 21, 2022.
    h. 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 ZC 2022-005 have been consistent with *Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.*

3. The applicant is requesting to change the zoning district for three (3) contiguous parcels located in unincorporated Benton County. The parcels, which are currently designated Rural Lands Five Acre Zoning District (RL-5) are requested to be changed to the zoned Light Industrial (LI).

4. The applicant is Thomas Fisher whose mailing address is 1162 Adair Drive, Richland, WA 99352 and second property owner is Randal Underwood whose mailing address is 1125 S. Gum Street, Kennewick, WA 99337.

5. The properties are addressed as 196512 and 196504 E. 10th Ave, Kennewick, WA 99337 and 8106 S Yew St, Kennewick, WA 99337 and are located adjacent and north of SR 397, and west of and south of the intersection of E 10th Avenue and S. Yew Street.

6. The parcels are legally described as a portion of tracts 4 and 5 of Putnum Tracts as recorded in Volume 1 of plats, page 43, records of Benton County, WA, said parcel being in Section 8. Township 8 North, R 30 East, W.M., and Lots 1 and 2 of Short Plat No. 2350 according to the survey thereof recorded under Benton County Auditor's File No. 1998-007968, subject to (Boundary Line Adjustment AF#2021-058313, 12/29/2021). Parcel numbers: 105803012350004, 105803012350005, and 108801020004003.

7. The properties collectively comprise approximately 10.32 acres in size.

8. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.

9. If approved, the proposed zoning district of Light Industrial will:
    a. Provide for consistency between the Zoning designation and Comprehensive Plan designation; and
    b. Allow for existing industrial uses to be conforming uses and continue on the properties.
    c. Provide more area for the location of light industrial uses while minimizing impacts on surrounding rural uses in an area which is already characterized by and/or compatible with industrial activity.
    d. Provide areas for light industrial uses adjacent to major transportation networks.

10. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

11. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

12. The application for ZC 2022-005 is consistent with the Growth Management Act (GMA) RCW 36.70A.

13. Adjoining properties predominantly involve industrial uses to the west and residential uses to the north, east, and south.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated June 10, 2022, are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion, adopts these findings and conclusions with respect to File No. ZC 2022-005, and hereby recommends APPROVAL to the Board of County Commissioners that the Zoning designation on three (3) contiguous parcels located north of SR 397, west of S Yew Street, and east of the Kennewick city limits be changed from Rural Lands Five Acre to Light Industrial and for the following parcel numbers: 105803012350004, 105803012350005, and 108801020004003.

6/21/2022

Lloyd Coughlin, Vice-Chairman Dated
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the June 21, 2022 Planning Commission meeting can be found at the following link:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

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 BENTON COUNTY BOARD OF COMMISSIONERS in the matter of county planning at a public hearing on July 26, 2022, at 9:00 a.m., via an **in person and virtual meeting format in the Commissioner's Meeting Room on the Third floor of the Courthouse, 620 Market Street, Prosser WA.** All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the application or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing. **Written testimony will need to be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday July 25, 2022. To find information regarding testifying and on virtual attendance options please use this link.** https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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, July 25, 2022.

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 Board of County Commissioners may approve, or disapprove of the proposals. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 8th day of July 2022.

SHON SMALL, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: July 13, 2022

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:	**ZC 2022-005 *(Change to the Zoning District)***
MEMO DATE:	June 10, 2022
HEARING DATE:	June 21, 2022
APPLICANT/OWNER:	Thomas Fisher, 1162 Adair Drive, Richland, WA 99352 Randal Underwood, 1125 S. Gum Street, Kennewick, WA 99337
LOCATION:	General Location: The properties are located north of SR 397, west of S Yew Street, and east of the Kennewick city limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. Addresses: 196512 and 196504 E. 10th Ave., Kennewick, WA. Parcel Numbers: 105803012350004, 105803012350005, and 108801020004003.
PROPERTY SIZE:	Approximately 10.32 acres, collectively.
AREA TO BE USED:	N/A
LAND USE:	Two of the parcels are currently utilized as a holding yard for a custom milling business and the third parcel is developed as a rental storage facility.
ZONING:	Rural Lands Five Acre
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 zone change request ZC 2022-005, subject to the nineteen (19) findings of fact.

APPLICATION DESCRIPTION:

ZC 2022-005 (PCM 1.5) proposes to change the zoning designation three (3) contiguous parcels located north of SR 397, west of S Yew Street, and east of the Kennewick city limits in the Finley area of unincorporated Benton County. If approved, the zone change will require the need to update Official Zoning Map A-4, through a subsequent ordinance amendment, to reflect the change in the zoning designation of these parcels.

The subject parcels, consisting of 10.32 acres collectively, are currently zoned Rural Lands Five Acre District (RL-5) and the applicant is proposing to change the zoning district to the Light Industrial (LI) district.

The requested zone change would allow the existing industrial uses on the properties to continue

and would be in conformance under a industrial zoning district.

PUBLIC NOTICE:

1. The application for ZC 2022-005 was submitted to the Benton County Planning Division on May 20, 2022 (PCM 1.5).
2. The application was declared complete for processing on May 20, 2022.
3. The application documents were distributed to reviewing agencies on May 25, 2022.
4. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin. (PCM 1.8)
5. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
6. An Environmental Checklist (EA 2021-024) (PCM 1.7) was submitted on November 23, 2021, and a Determination of Non-Significance (PCM 1.6) was issued on January 27, 2022, with a 14-day comment period.
7. The Planning Commission public hearing is scheduled for June 21, 2022.

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 11.53.020, Zoning – Zoning Map and Text Amendments.
2. Benton County Code (BCC) 11.53.020, Zoning – Amendments - Initiation.
3. Benton County Code (BCC) 11.53.020, Zoning – Application Required – Non-Refundable Application Fee.
4. Benton County Code (BCC) 11.53.020, Zoning – Planning Commission Hearing.

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on May 25, 2022.
    a. Benton County Public Works Department
    b. Benton-Franklin Health District
    c. Benton County Fire Marshal
    d. Benton County Fire District #1
    e. City of Kennewick
    f. Columbia Irrigation District
    g. WSDOT
    h. BNSF
2. The Benton County Public Works Dept., the Benton County Fire Marshal and Columbia Irrigation District responded stating that they had no comments on this application.
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, Benton County Code, and other regulations adopted by Benton County as applicable.
    b. The subject parcels are currently zoned Rural Lands Five Acre and the industrial uses on the properties are non-conforming using under this zoning district. A Light Industrial Zoning designation would bring the existing uses on the parcels into conformance under an industrial zoning district.
    c. Adjoining properties to the west are zoned industrial within Kennewick City Limits, to

the north are zoned Urban Growth Area Residential and Rural Lands Five Acre, and to the east and south are zoned Rural Lands Five Acre District.

CRITERIA FOR FINDINGS OF FACT:

1. **Benton County Code (BCC) 11.53.020**, Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

   (a) The Board of Commissioners may, upon recommendation of the County Planning Commission, change by ordinance the following:

   (1) The Benton County Official Zoning Map, pursuant to Chapter 11.05 BCC, including zoning district boundary lines and zoning classifications.

2. **Benton County Code (BCC) 11.53.050**, Zoning-Amendments and Appeals, Amendments - Planning Commission Hearing.

   After holding at least one open record hearing, the County Planning Commission shall transmit to the Board of County Commissioners its recommendations for the zoning map or zoning text amendment. The Planning Commission may recommend for the approval, approval with conditions, or denial of the application request. The Planning Commission must make Findings of Fact with respect to the following:

   (a) The amendment to the zoning map or zoning text will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

   (b) The amendment to the zoning map or zoning text is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

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 ZC 2022-005, 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 ZC 2022-005 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 change the zoning district for three (3) contiguous parcels located in unincorporated Benton County. The parcels, which are currently designated Rural Lands Five Acre Zoning District (RL-5) are requested to be changed to the zoned Light Industrial (LI).

2. The applicant is Thomas Fisher whose mailing address is 1162 Adair Drive, Richland, WA 99352 and second property owner is Randal Underwood whose mailing address is 1125 S. Gum Street, Kennewick, WA 99337.

3. The properties are addressed as 196512 and 196504 E. 10th Ave, Kennewick, WA 99337 and 8106 S Yew St, Kennewick, WA 99337 and are located adjacent and north of SR 397, and west of and south of the intersection of E 10th Avenue and S. Yew Street.

4. The parcels are legally described as a portion of tracts 4 and 5 of Putnum Tracts as recorded in Volume 1 of plats, page 43, records of Benton County, WA, said parcel being in Section 8. Township 8 North, R 30 East, W.M., and Lots 1 and 2 of Short Plat No. 2350 according to the survey thereof recorded under Benton County Auditor's File No. 1998-007968, subject to (Boundary Line Adjustment AF#2021-058313, 12/29/2021). Parcel numbers: 105803012350004, 105803012350005, and 108801020004003.

5. The properties collectively comprise approximately 10.32 acres in size.

6. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.

7. If approved, the proposed zoning district of Light Industrial will:

    a. Provide for consistency between the Zoning designation and Comprehensive Plan designation; and

    b. Allow for existing industrial uses to be conforming uses and continue on the properties.

    c. Provide more area for the location of light industrial uses while minimizing impacts on surrounding rural uses in an area which is already characterized by and/or compatible with industrial activity.

    d. Provide areas for light industrial uses adjacent to major transportation networks.

8. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

9. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

10. The application for ZC 2022-005 is consistent with the Growth Management Act (GMA) RCW 36.70A.

11. Adjoining properties predominantly involve industrial uses to the west and residential uses to the north, east, and south.

12. Public notice and application requirements have been completed for the Zone Change request as follows:

    a. The application for ZC 2022-005 was submitted to the Benton County Planning Division on May 20, 2022 (PCM 1.5).

13. The application was declared complete for processing on May 20, 2022.

14. The application documents were distributed to reviewing agencies on May 25, 2022.

15. Legal notification for the Planning Commission public hearing was published on June 8, 2022 in the Prosser Record Bulletin (PCM 1.8).

16. Notice of the Planning Commission public hearing was emailed/mailed to property owners

of record within 300 feet of the proposal on June 6, 2022.

17. The Planning Commission public hearing is scheduled for June 21, 2022.

18. ZC 2022-005 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022, with a 14-day comment period.

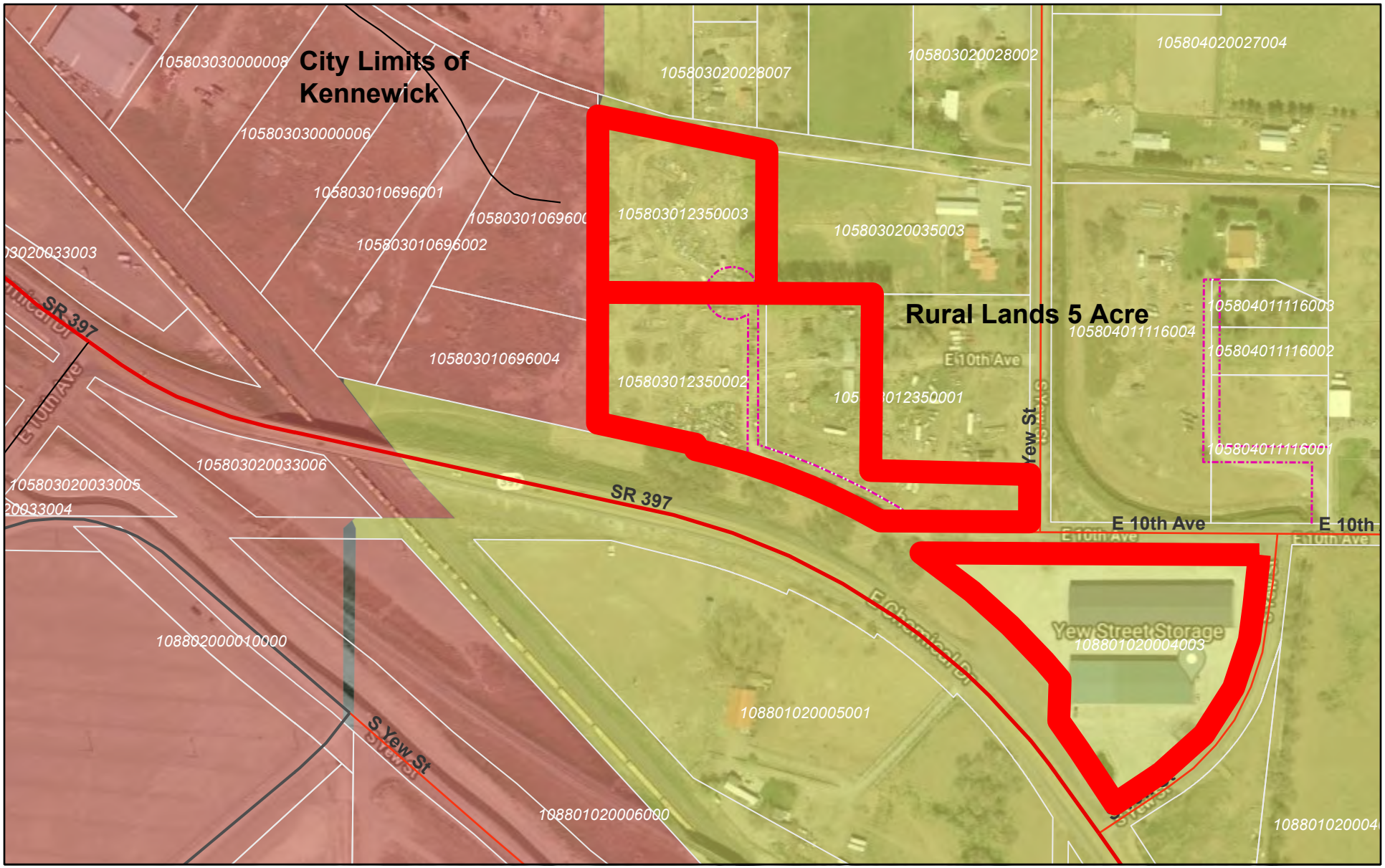
19. The application submittal, eligibility, public notice, and procedural steps for ZC 2022-005 have been consistent with Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

SUGGESTED MOTION

I move that the Chairman, along with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for APPROVAL of ZC 2022-005, subject to the nineteen (19) Findings of Fact listed in the Staff Report dated June 10, 2022, changing the Zoning designation from Rural Lands Five Acre to the Light Industrial District and amending *Official Zoning Map A-4* (PCM 1.4) to reflect said change in zoning designation to the Benton County Board of Commissioners that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

ZC 2022-005 - Existing Zoning Designations

PCM 1.2



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Benton County Planning

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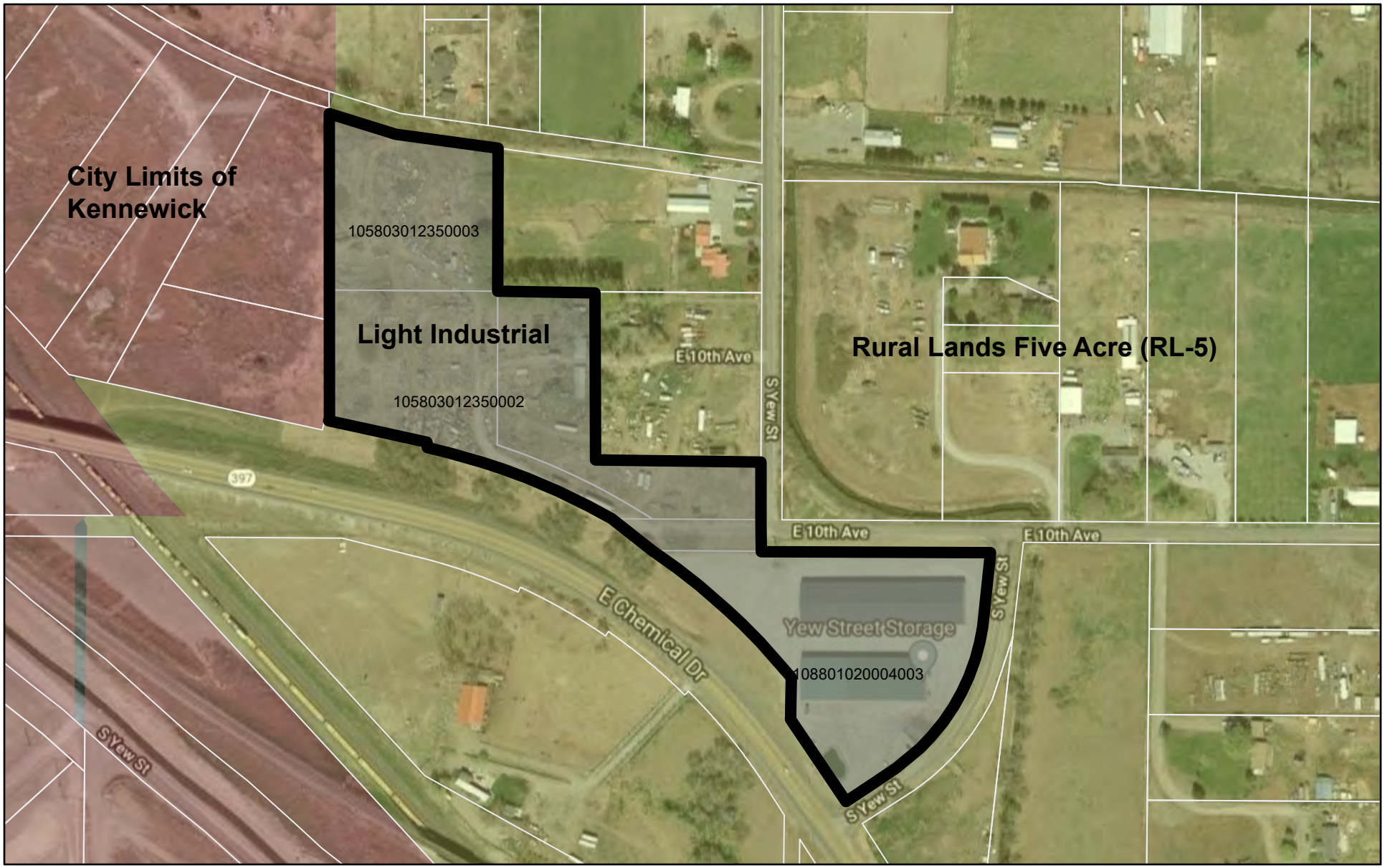
ZC 2022-005 Proposed Zoning Land Use Designation



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Benton County Planning

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BENTON COUNTY

STATE OF WASHINGTON

OFFICIAL ZONING MAP A-4

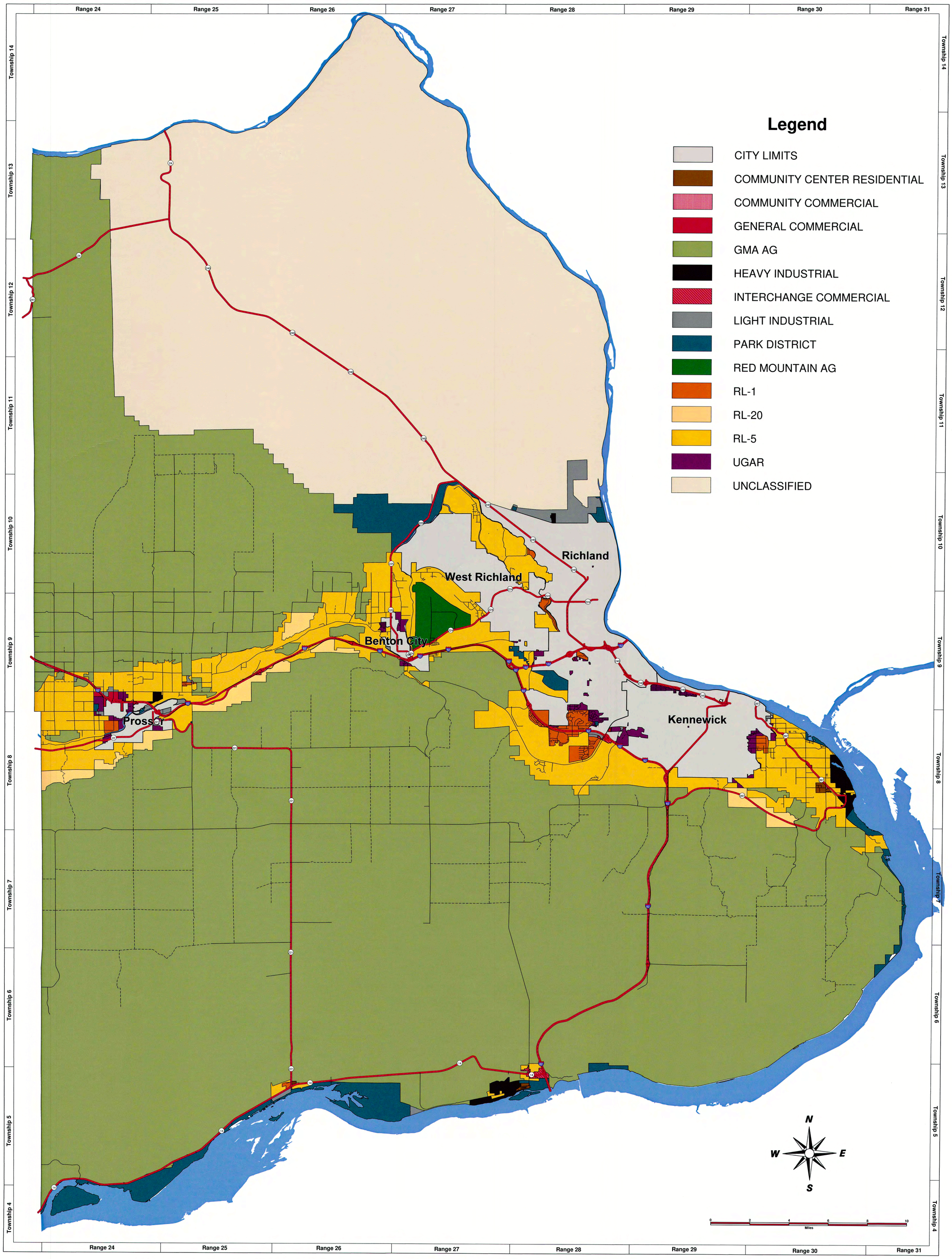
Effective 12-18-18

WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE #616 OF THE BOARD OF COUNTY COMMISSIONERS AND SIGNED BY ITS CHAIRMAN.

DATED THIS 18TH DAY OF DECEMBER 2018.

BY _____ ATTEST _____

CHAIRMAN OF THE BOARD — CLERK OF THE BOARD



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map A 3 adopted by Ordinance 601 on Feb. 27, 2018

Map Printed 12/3/18

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

ZONE CHANGE APPLICATION

Application No. ZC2022-005

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent**: Thomas Fisher

Mailing Address: PO Box 752 City: Richland

State: WA ZIP: 99352 Phone: 509-438-1816 Work: _____

Email Address: tomfisher121@hotmail.com

Signature: _____ Date: 5-20-22

☐ **Property Owner(s)** *(if different)*: Randal Underwood & HF Storage LLC

Mailing Address: 1125 S 6th Street City: Kennewick

State: WA ZIP: 99337 Phone: 509-366-1560 Work: _____

Email Address: zwuvw@gmail.com

Signature: _____ Date: 5-20-22

Signature: Randal Dean Underwood Date: 5-19-22

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: HF Storage LLC

Officer name: Thomas Fisher

Title: owner / member

Signature: _____ Date: 5-20-22

THE ABOVE SIGNED OFFICER OF HF Storage LLC *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT Thomas Fisher 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 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.

PARCEL INFORMATION

1. **Subject property address:** 19651C and 19504 E 10th Ave and 8106 S. Yew St.

   City: Kennewick **State:** WA **ZIP:** 99337

2. **Parcel number(s) to be rezoned:** 1-0580-301-235-003
   1 0580 301 235 003
   1-0880-102-000-4003

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☑ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2 or more lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☑ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☑ Yes: *(Provider)* Spectrum

   Phone: ☐ No ☑ Yes: *(Provider)* Spectrum

   Irrigation: ☐ No ☐ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** RL-5 **to the zoning classification of** Light Industrial

5. **Comprehensive Plan designation:** CPA 2022-002 - Rural Industrial

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** 2 parcels are holding yard for a custom milling business and the third parcel is developed storage facility.

7. **Time schedule for redevelopment?** Within 12 months

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**
   - make conforming use properties

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**
   CPA 2022-002 Approved in April 2022. No impact on adjacent properties.

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

10. **Affect on the property owner(s) if the request is not granted?** Properties will continue to be non-conforming use. Storage facility will continue to have excess land that cannot be developed.

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

(For Staff Use Only)

	Application Complete: Y N
Critical Areas: N Y: _____	*Zoning:* _____
Reviewed by: _____	*Date:* _____

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

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

Determination of Non-Significance

Proponent: Thomas Fisher (Co-applicant)
1162 Adair Drive
Richland, WA 99352

Randal Underwood (Co-applicant)
1125 S. Gum Street
Kennewick, WA 99337

File No. EA 2021-029

Project Description: A Comprehensive Plan Amendment (CPA 2022-002) to amend the Benton County Comprehensive Plan land use map (*Figure 5 - 2017 Periodic Update Land Use Designations Map*). The amendment proposes to change the land use designation from Rural Remote to Rural Industrial for three (3) contiguous parcels. The amendment further revises the tables and text in the Plan that may refer to the current use or designation of the properties. Additionally, the subsequent rezone of the properties from Rural Lands 5 (RL-5) zoning designation to the Light Industrial (LI) zoning designation has been included in this SEPA application review.

Project Location: The properties are located north of SR 397, west of S Yew Street, and east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. Parcel numbers: 105803012350003, 105803012350002, and 108801020004003.

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 February 10, 2022.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Michelle Cooke
Position/Title: Planning Manager – Benton County Planning Division
Address: P.O. Box 910, Prosser WA 99350

Date: January 27, 2022

Michelle Cooke, Planning Manager
Benton County Community Development Department

PCM 1.7

Planning Department
(509) 786-5612
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Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

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SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2021-029

A. BACKGROUND

1. Name of proposed project, if applicable: N/A ~~N/A~~ Comp Plan Designation change

2. Name of applicant: Thomas Fisher/Randal Underwood (co-applicants)

3. Address and phone number of applicant and contact person: 1162 Adair Drive, Richland, WA 99352
(509) 438-1816 (Thomas Fisher)

4. Date checklist prepared: 11/18/2021

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): Planning Commission open public hearing - Jan, 2022

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
The application for Rural Industrial comprehensive plan designation, coupled with a (anticipated) request for zone change to Light Industrial, will bring existing non-conforming uses into compliance and allow for Light Industrial uses to be developed, or expand, on the subject parcels.

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

10. List any government approvals or permits that will be needed for your proposal, if known. The approval of proposed ordinance amendments is required of Board of County Commissioners (BOCC).

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.
Proposal is for Comprehensive Plan Amendment, changing the land use designation of three (3) contiguous parcels (10.33 Acres) from Rural Remote to Rural Industrial. This would require an update to Figure 5-Land Use Designation Map. Upon approval, a request for Zone Change (to Light Industrial) is anticipated for the subject parcels. The proposed Comp Plan Amendment and Zone Change request would bring existing non-conforming uses into compliance with the zoning district.

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. (Lot 1) 196512 E 10th Ave, Kennewick, WA 99337/Parcel #105803012350003, Lot 3/Short Plat 2350.

(Lot 2) 196504 E. 10th Ave, Kennewick, WA 99337/Parcel #105803012350002 per BLA 2021-025 (AF#2021-XXXXXX).

(Lot 3) 8106 S. Yew Street, Kennewick, WA 99337/Parcel #108801020004003 (DBA: Yew Street Storage).

AF# 2021-058313
AF# 2021-058314
Bm.

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)? 0-10%

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.

Unknown soil types. Yew Street Storage is fully covered in gravel

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. No

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. Small portion in northwest corner of Lot 3, Short Plat 2350, is designated as FEMA Zone 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. No.

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.
Yes. Groundwater will be withdrawn for drinking purposes through a shared well agreement. No water will b discharged to the groundwater. Approximate usage estimated at 100-200 gallons/day.

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. No. N/A

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No. 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
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. 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. Unknown.

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. If any threatened or endangered species are found for site-specific projects, compliance with BCC Title 15 (Protection of Critical Areas and Resources) will be required.

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.
No. 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. Lots 1 & 2 currently house stored vehicles, recycled construction materials, landscaping, and milling materials. Lot 3 is developed as Yew Street Storage.

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. 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: No

c. Describe any structures on the site. Two sheds utilized for milling activities exist at 196504 E 10th Avenue, Yew Street Storage has two structures typical of a Rental Storage Facility.

d. Will any structures be demolished? If so, what? No. N/A

e. What is the current zoning classification of the site? Rural Lands Five Acre (RL-5)

f. What is the current comprehensive plan designation of the site? Rural Remote

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: Applicants have coordinated with BC Planning Division, to ensure compatibility between uses and existing plans.

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. None. N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. None. 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. No.

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. None known. Any site-specific projects would required consultation with Department of Archeology and Historic Preservation.

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. Development proposals will be required to obtain proper permitting, and applicable reviews, prior to development.

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. (Non-project application) Desired measures would be determined through permit reviews of BC staff and partner agencies.

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 parcels are served by S. Yew Street and E 10th Avenue, which are both county facilities. SR 397 is immediately adjacent, providing access. SR 397 is a state-owned limited access facility.

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? Ben Franklin Transit serves the Finley area through a General Demand service at designated Finley locations that connect you to the BFT bus system, through an advanced reservation system.

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). No.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No.

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. No.

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: Randal Underwood

Name of Signee Thomas Fisher Randal Underwood

Position and Agency/Organization Property Owners for subject properties

Date Submitted: 11/18/2021

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? N/A, this is not a site-specific project. Environmental evaluations for future site-specific projects will be conducted at time of project proposal(s).

a. Proposed measures to avoid or reduce such increases are: None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? N/A, this is not a site-specific project. Environmental evaluations for future site-specific projects will be conducted at time of proposal(s).

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: N/A, as this is not a site-specific project. If any threatened or endangered species are found during review of a site-specific project, compliance with BCC Title 15 is required

3. How would the proposal be likely to deplete energy or natural resources? N/A

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? N/A, as this is not a site-specific project. Environmental evaluations for future site-specific projects will be conducted at the time a site-specific project is proposed.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: N/A, as not site-specific. Mitigation for site-specific projects may be required as a condition of approval, as determined through SEPA process.

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? N/A

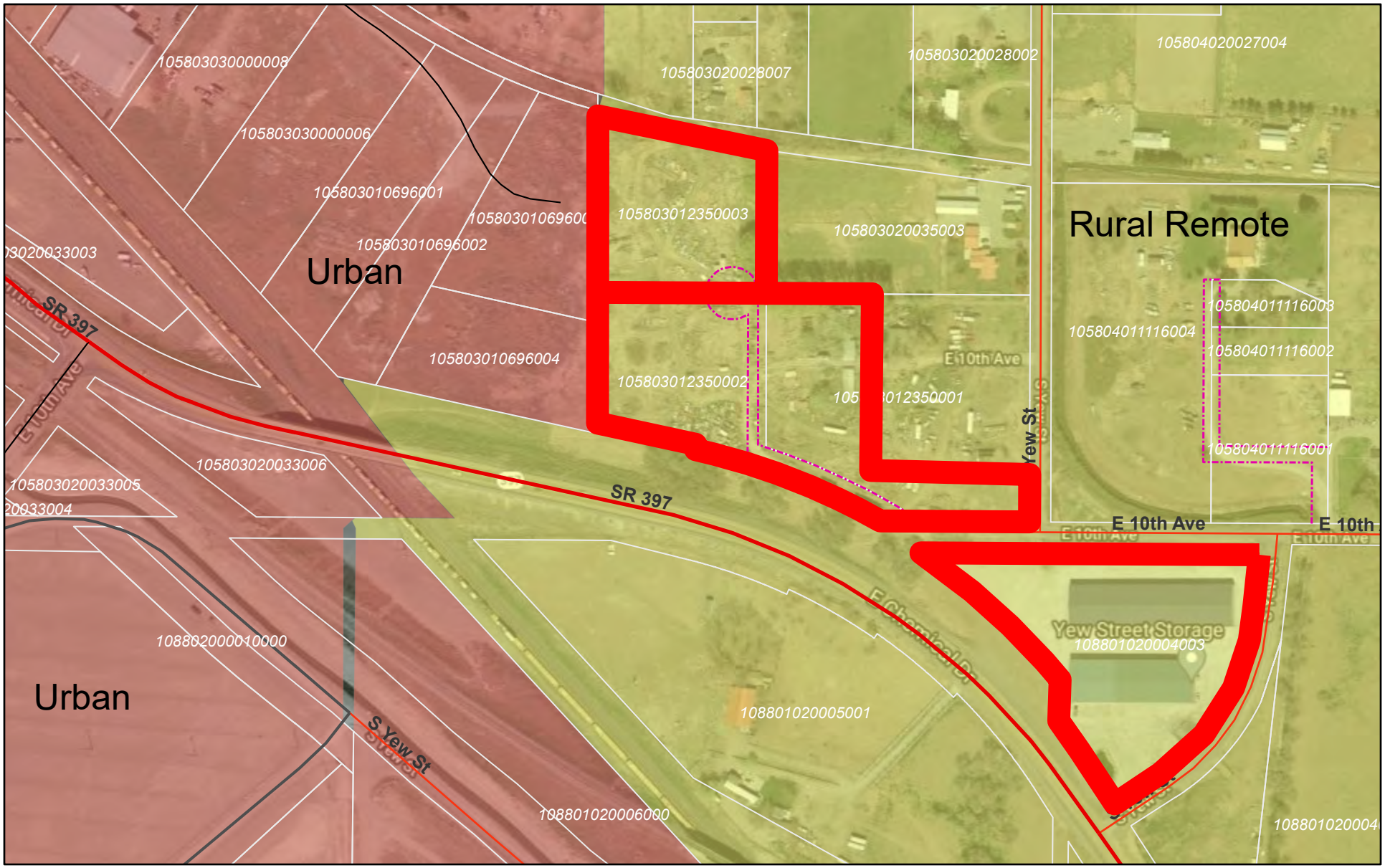
a. Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
N/A

a. Proposed measures to reduce or respond to such demand(s) are: N/A

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. N/A, as not a site-specific project. However, if any threatened or endangered species are found during the review of a site-specific project, compliance with BCC Title 15 (Protection of Critical Areas and Resources) is required. Also, the site-specific project will need to comply with all local, state, and federal laws.

CPA 2022-002 - Existing Comprehensive Plan Designations



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Benton County Planning

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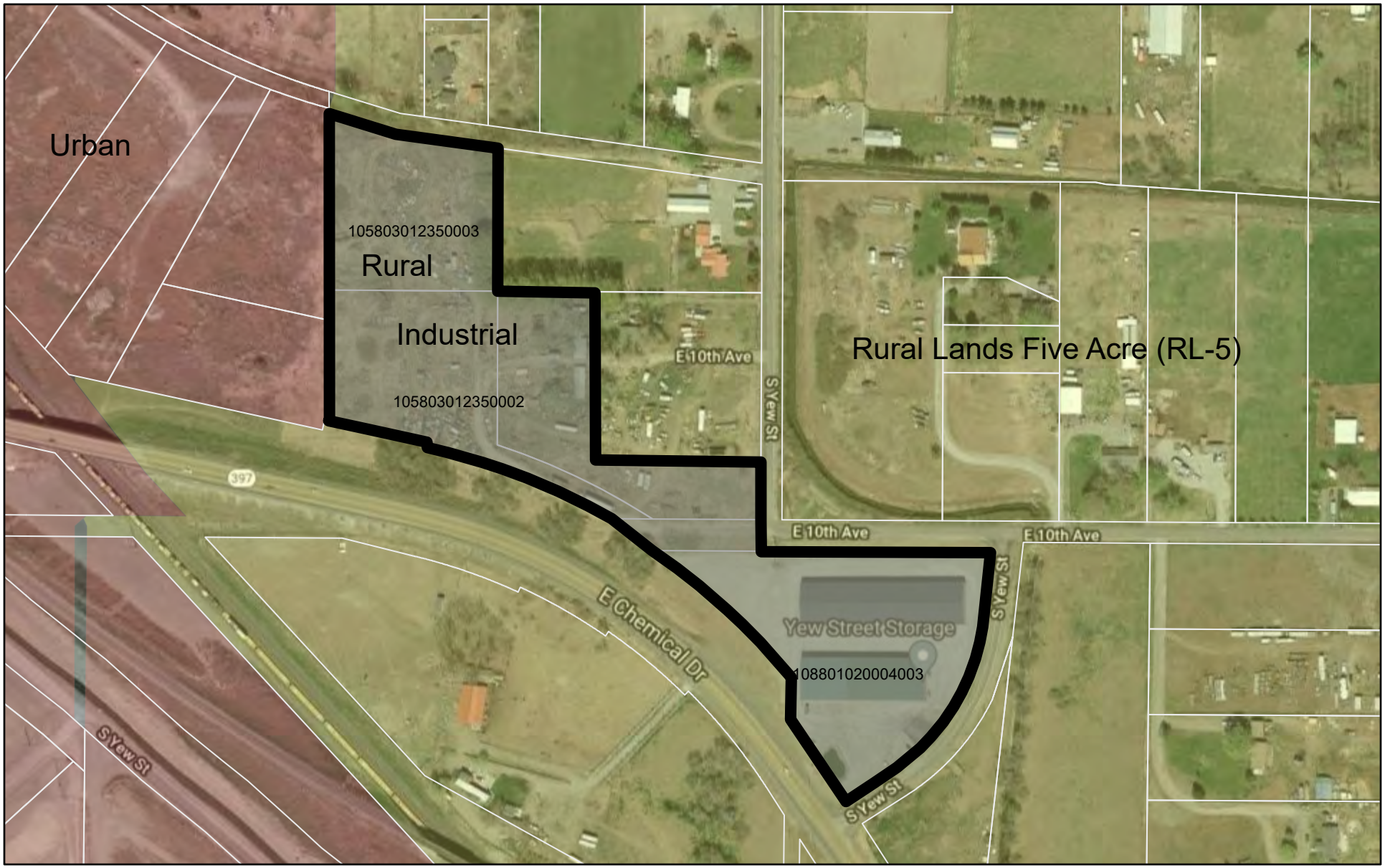
CPA 2022-002 Proposed Comprehensive Plan Designation



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CPA 2022-002 proposes to revise the Comprehensive Plan Designation on three contiguous parcels, shown bordered with black, to Rural Industrial from Rural Lands Five Acre (RL-5).

Benton County Planning

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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 BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a special meeting on June 21, 2022, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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 Friday June 17, 2022.

SUB 2022-001 - The preliminary plat of Harvest Ridge Phase 2 the subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres by Geoff Clark dba Candy Mountain, LLC. The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase

1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

SUB 2022-002 - The preliminary plat of Cottonwood Creek Phase 4 by Badger Properties II for the subdivision of approximately 25.58 acres into 13 residential lots with an average lots size of 1.72 acres. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

NOTICE IS FURTHER GIVEN that the proposed subdivision applications have been reviewed under the requirements of the State Environmental Policy Act and Mitigated Determinations of Non-Significance (MDNS) were issued on June 3, 2022. 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 Friday June 17, 2022.

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 proposals to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 3rd day of June 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: June 8, 2022

Donna Hutchinson

From: CID <cid@columbiairrigation.com>
Sent: Wednesday, May 25, 2022 3:00 PM
To: Donna Hutchinson
Subject: [EXTERNAL] RE: ZC 2022-005 Fisher/Underwood 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.

Good afternoon,

CID has no comment.

Thank you,

Lila Freshment
Office Manager
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336
Phone: (509) 586-6118
Fax: (509) 586-0485
lfreshment@columbiairrigation.com

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:46 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; CID <cid@columbiairrigation.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>
Subject: ZC 2022-005 Fisher/Underwood Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review. Please send your comments to our office by June 6, 2022.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

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. **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: Clark Posey
Sent: Tuesday, May 31, 2022 11:07 AM
To: Donna Hutchinson
Subject: RE: ZC 2022-005 Fisher/Underwood Agency Review

Fire Marshal comments-NONE!

ZC 2022-005 Fisher/Underwood Agency Review

Thank you,

Clark

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:46 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; Columbia Irrigation District <CID@columbiairrigation.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>
Subject: ZC 2022-005 Fisher/Underwood Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review. Please send your comments to our office by June 6, 2022.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
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Donna Hutchinson

From: Cristina Woods
Sent: Thursday, June 2, 2022 10:20 AM
To: Donna Hutchinson
Subject: RE: ZC 2022-005 Fisher/Underwood Agency Review

Good morning

PW has no comments

Thank you

Cristina Woods, MS • *Engineering Associate II*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, May 25, 2022 11:46 AM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; Columbia Irrigation District <CID@columbiairrigation.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>
Subject: ZC 2022-005 Fisher/Underwood Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review. Please send your comments to our office by June 6, 2022.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO 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. **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 ZC 2022-006/EA 2021-030
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - June 21, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	June 10, 2022
	PCM 1.2	Existing Zoning Map	May 25, 2022
	PCM 1.3	Proposed Zoning Map	May 25, 2022
	PCM 1.4	Official Zoning Map A-4	December 18, 2018
	PCM 1.5	ZC 2022-006 Application	May 27, 2022
		SEPA INFORMATION	
	PCM 1.6	Determination of Non Significance	January 27, 2022
	PCM 1.7	Environmental Checklist EA 2021-024	November 23, 2021
		HEARING NOTICES	
	PCM 1.8	Notice of Public Hearing	June 3, 2022
		COMMENTS	
	PCM 1.9	Comments from Benton County Public Works	June 3, 2022
Board of County Commissioners Memo Exhibit List - July 26, 2022			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	July 12, 2022
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Planning Commission Findings and Recommendation	June 21, 2022
	BCCM 1.4	Audio Recording of the Planning Commission meeting	June 21, 2022
	BCCM 1.5	Public Hearing Legal Notice	July 8, 2022

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:	July 26, 2022 **Memo Date:** July 12, 2022
Subject:	Request for Zone Change - ZC 2022-006, Applicant: Jerritt Wiser
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
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

The applicant has submitted an application (PCM 1.5) requesting a change in the zoning designation of seven (7) parcels located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road in the Kennewick area of unincorporated Benton County from Interchange Commercial to the Light Industrial District. The requested zone change would allow added industrial uses to be sited on the undeveloped properties in an area which contains existing industrial development and uses.

On June 21, 2022, at the conclusion of the open record hearing, the Planning Commission voted (5-0 with 2 members absent) to forward a recommendation of approval of the proposed zone change to the Board of County Commissioners subject to the Planning Commission's suggested thirteen (13) findings and conclusions.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning Casefile Application ZC 2022-006, be approved with the suggested thirteen (13) findings and conclusions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve zone change request ZC 2022-006.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING A CHANGE IN THE ZONING CLASSIFICATION FOR SEVEN PARCELS FROM INTERCHANGE COMMERCIAL TO LIGHT INDUSTRIAL DISTRICT. APPLICANT: JERRITT WISER, PARCEL NUMBERS: 111881020000007, 111881020000008, 111881020000009, 111881020000010, 111881020000011, 111881020000012, 111881020000014

WHEREAS, the Benton County Planning Commission after conducting an open record hearing in person and via a WebEx virtual meeting format on June 21, 2022, recommended approval of the proposed change in zoning classification on parcels 111881020000007, 111881020000008, 111881020000009, 111881020000010, 111881020000011, 111881020000012, 111881020000014. from Interchange Commercial to Light Industrial District; and,

WHEREAS, the Board of County Commissioners did conduct an open record appeal hearing in person and via a WebEx virtual meeting format on July 26, 2022, at 9:00 a.m. in the Commissioners Meeting Room, third floor of the Courthouse, Prosser, Washington to consider the above proposed change in zoning classification; and,

WHEREAS, the Board of County Commissioners did review the Planning Commission and staff's recommendations and finds that proper legal notification, public hearing and review have been made and it appears to be in the public interest to accept said recommendation; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conclusions as their own (which are kept in File No. ZC 2022-006 in the Planning Division records); NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners APPROVES Zone Change Application ZC 2022-006 for the change in zoning classification on seven (7) parcels from Interchange Commercial to Light Industrial District for the following properties:

> Lots 7-12 and Lot 14 of Cottonwood Commercial Plaza. (Parcel Numbers: 111881020000007, 111881020000008, 111881020000009, 111881020000010, 111881020000011, 111881020000012, 111881020000014).

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

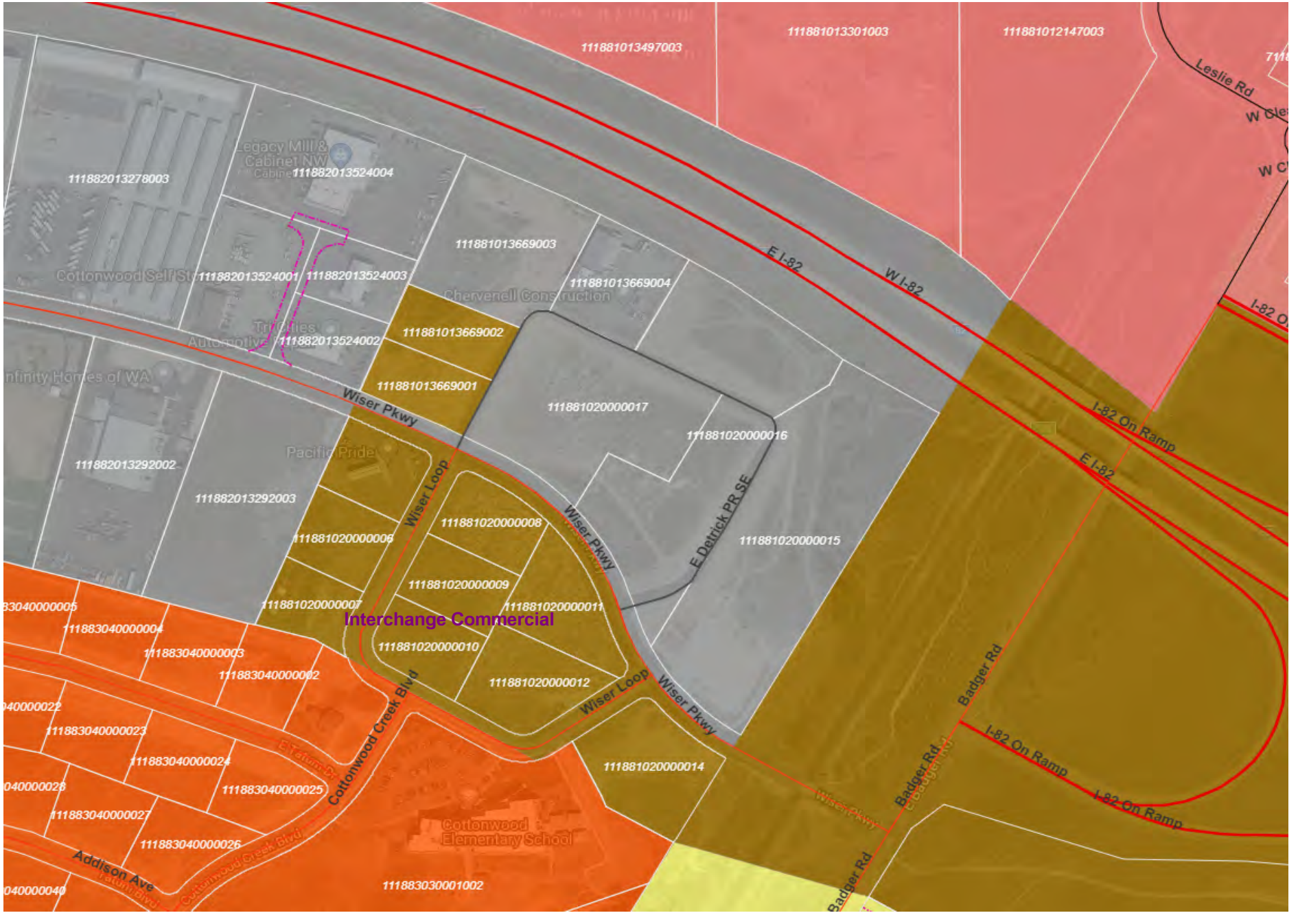
_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

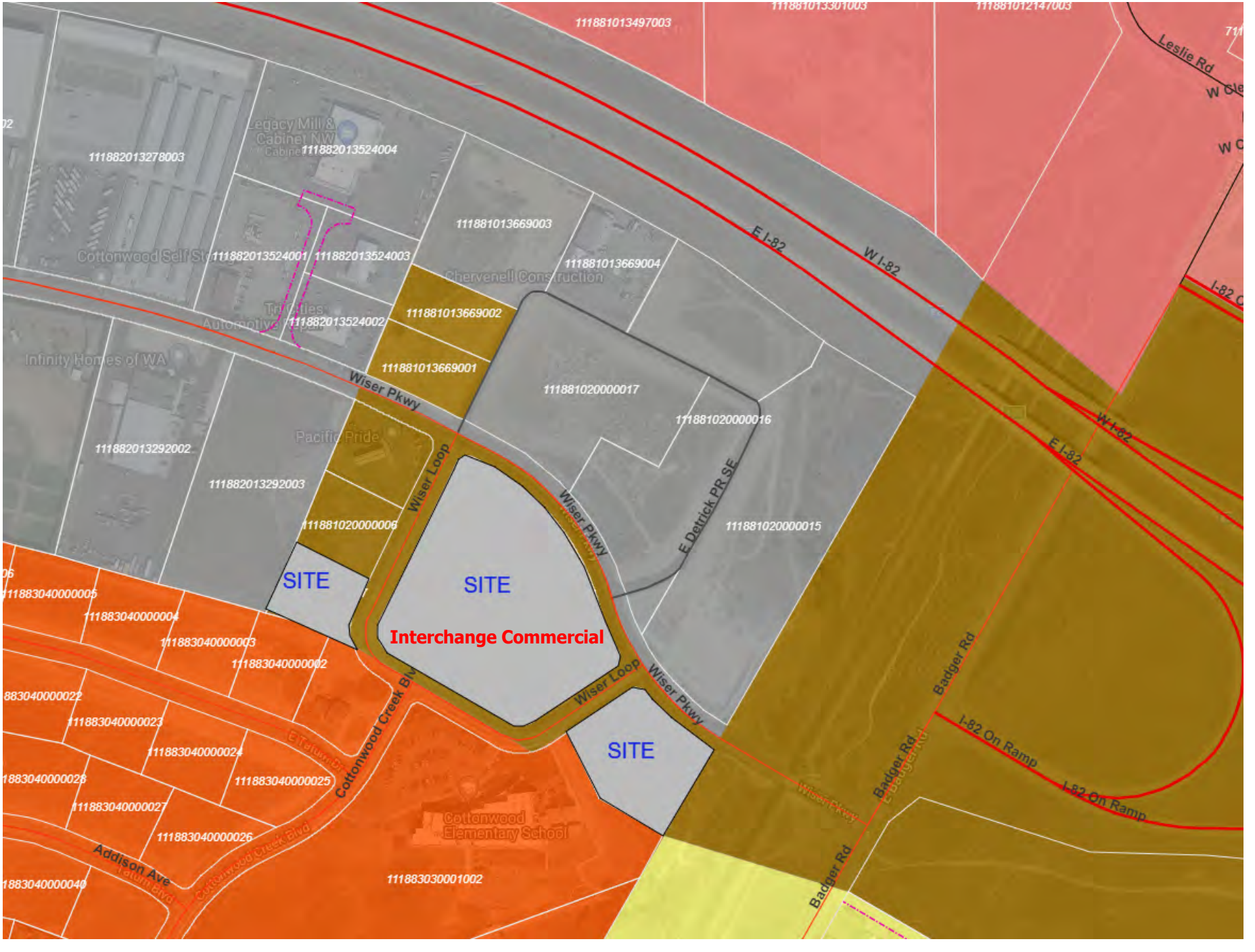
MC

ZC 2022-006 Existing Zoning Designation of Interchange Commercial **PCM 1.2**



11/19/2021, 11:39:31 AM

ZC 2022-006 Proposed Zoning Change to Light Industrial



Interchange Commercial is the gray area

5/25/22

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Zone Change Request
to change the zoning designation on
seven (7) parcels in rural Kennewick area,
from Interchange Commercial
to Light Industrial

File No. ZC 2022-006

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

ZC 2022-006: A proposal by Jerritt Wiser to change the zoning designation of seven (7) parcels located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road in the Kennewick area from Interchange Commercial District (IC) to Light Industrial (LI). The request 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 changed to Light Industrial designation is generally described as follows: Lots 7-12 and Lot 14 of Cottonwood Commercial Plaza.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.035 was given on June 8, 2022 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on June 21, 2022, at 6:00 p.m., through both an in-person and virtual hearing setting; and,

WHEREAS, the following members were present, Brian Skeels, Odalys Lopez, Lorna Zaback, 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 Zone Change request (ZC 2022-006) by Jerritt Wiser changing the zoning designation of seven (7) parcels located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road in the Kennewick area from Interchange Commercial District to Light Industrial, 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

Zone Change consistency with Benton County Code (BCC) 11.53 – Amendments and Appeals:

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 11.53 Amendments and Appeals.
   a. The application for ZC 2022-006 was submitted to the Benton County Planning Division on May 27, 2022.
   b. The application was declared complete for processing on June 1, 2022.
   c. The application documents were distributed to reviewing agencies on June 1, 2022.
   d. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin.
   e. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
   f. ZC 2022-006 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022, with a 14-day comment period.
   g. A public hearing was held before the Planning Commission on June 21, 2022.
   h. 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 ZC 2022-006 have been consistent with *Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.*

3. The applicant is requesting to change the zoning district for seven (7) parcels located in unincorporated Benton County. The parcels, which are currently designated Interchange Commercial District (IC) are requested to be changed to the zoned Light Industrial (LI).

4. The applicant is Jerritt Wiser whose mailing address is 102609 E 190 PR SE, Kennewick, WA, 99338.

5. The properties are located on the south side of Wiser Parkway, front onto Wiser Loop, and are located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road.

6. The parcels are legally described as Lots 7-12 and Lot 14 of Cottonwood Commercial Plaza. Parcel numbers: 1-1188-102-0000-007, 1-1188-102-0000-008, 1-1188-102-0000-009, 1-1188-102-0000-010, 1-1188-102-0000-011, 1-1188-102-0000-012, 1-1188-102-0000-014.

7. The properties collectively comprise approximately 8.51 acres in size.

8. The subject parcels are currently designated Rural Commercial by the Benton County Comprehensive Plan.

9. If approved, the proposed zoning district of Light Industrial will:

a. Provide more area for the location of light industrial uses while minimizing impacts on surrounding rural uses in an area which is already characterized by and/or compatible with industrial activity.
b. Provide areas for light industrial uses adjacent to major transportation networks.

10. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

11. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

12. The application for ZC 2022-006 is consistent with the Growth Management Act (GMA) RCW 36.70A.

13. Adjoining properties predominantly involve industrial uses to the north and west and education and residential uses to the south.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated June 10, 2022, are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion, adopts these findings and conclusions with respect to File No. ZC 2022-006, and hereby recommends APPROVAL to the Board of County Commissioners that the Zoning designation on seven (7) parcels located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road in the Kennewick area be changed from Interchange Commercial District to Light Industrial and for the following parcel numbers: 1-1188-102-0000-007, 1-1188-102-0000-008, 1-1188-102-0000-009, 1-1188-102-0000-010, 1-1188-102-0000-011, 1-1188-102-0000-012, 1-1188-102-0000-014.

6/21/2022

Lloyd Coughlin, Vice-Chairman Dated
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the June 21, 2022 Planning Commission meeting can be found at the following link:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

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 BENTON COUNTY BOARD OF COMMISSIONERS in the matter of county planning at a public hearing on July 26, 2022, at 9:00 a.m., via an **in person and virtual meeting format in the Commissioner's Meeting Room on the Third floor of the Courthouse, 620 Market Street, Prosser WA.** All concerned persons may attend the meeting in person or virtually appear and present any support for or objection to the application or provide written testimony to the Board of County Commissioners in care of the Planning Division before the date of the hearing. **Written testimony will need to be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday July 25, 2022. To find information regarding testifying and on virtual attendance options please use this link.** https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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, July 25, 2022.

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 Board of County Commissioners may approve, or disapprove of the proposals. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 8th day of July 2022.

SHON SMALL, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: July 13, 2022

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:	**ZC 2022-006 *(Change to the Zoning District)***
MEMO DATE:	June 10, 2022
HEARING DATE:	June 21, 2022
APPLICANT/OWNER:	Jerritt Wiser, 102609 E 190 PR SE, Kennewick, WA 99338.
LOCATION:	General Location: The properties are on the south side of Wiser Parkway, front onto Wiser Loop, and are located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road. Legal Description: Lots 7-13 of Cottonwood Commercial Plaza. Parcel Numbers: 1-1188-102-0000-007, 1-1188-102-0000-008, 1-1188-102-0000-009, 1-1188-102-0000-010, 1-1188-102-0000-011, 1-1188-102-0000-012, 1-1188-102-0000-014.
PROPERTY SIZE:	Approximately 8.51 acres, collectively.
AREA TO BE USED:	N/A
LAND USE:	Undeveloped
ZONING:	Interchange Commercial
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 zone change request ZC 2022-006, subject to the seventeen (17) findings of fact.

APPLICATION DESCRIPTION:

ZC 2022-006 (PCM 1.5) proposes to change the zoning designation of seven (7) parcels located located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road in the Kennewick area of unincorporated Benton County. If approved, the zone change will require the need to update Official Zoning Map A-4, through a subsequent ordinance amendment, to reflect the change in the zoning designation of these parcels.

The subject parcels, consisting of 8.51 acres collectively, are currently zoned Interchange Commercial District (IC) and the applicant is proposing to change the zoning district to the Light Industrial (LI) district.

The requested zone change would allow added industrial uses to be sited on the undeveloped properties in an area which contains existing industrial development and uses.

PUBLIC NOTICE:

1. The application for ZC 2022-006 was submitted to the Benton County Planning Division on May 27, 2022 (PCM 1.5).
2. The application was declared complete for processing on June 1, 2022.
3. The application documents were distributed to reviewing agencies on June 1, 2022.
4. Legal notification for the Planning Commission public hearing was published on June 8, 2022, in the Prosser Record Bulletin. (PCM 1.8)
5. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.
6. An Environmental Checklist (EA 2021-024) (PCM 1.7) was submitted on November 23, 2021, and a Determination of Non-Significance (PCM 1.6) was issued on January 27, 2022, with a 14-day comment period.
7. The Planning Commission public hearing is scheduled for June 21, 2022.

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 11.53.020, Zoning – Zoning Map and Text Amendments.
2. Benton County Code (BCC) 11.53.020, Zoning – Amendments - Initiation.
3. Benton County Code (BCC) 11.53.020, Zoning – Application Required – Non-Refundable Application Fee.
4. Benton County Code (BCC) 11.53.020, Zoning – Planning Commission Hearing.

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on May 25, 2022.
    a. Benton County Public Works Department
    b. Benton-Franklin Health District
    c. Benton County Fire Marshal
    d. Benton County Fire District #1
    e. Kennewick School District
    f. City of Kennewick
    g. City of Richland
    h. Kennewick Irrigation District
    i. WSDOT
    j. BNSF
2. No agency comments were received for this proposal.
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, Benton County Code, and other regulations adopted by Benton County as applicable.
    b. The subject parcels are currently zoned Interchange Commercial. A Light Industrial Zoning designation would bring allow for continued industrial development to occur in an area already characterized by industrial uses.
    c. Adjoining properties to the north are zoned Light Industrial, to the south Rural Lands Five Acre, and to the east and west are zoned Interchange Commercial District.

CRITERIA FOR FINDINGS OF FACT:

1. **Benton County Code (BCC) 11.53.020**, Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

   (a) The Board of Commissioners may, upon recommendation of the County Planning Commission, change by ordinance the following:

   (1) The Benton County Official Zoning Map, pursuant to Chapter 11.05 BCC, including zoning district boundary lines and zoning classifications.

2. **Benton County Code (BCC) 11.53.050**, Zoning-Amendments and Appeals, Amendments - Planning Commission Hearing.

   After holding at least one open record hearing, the County Planning Commission shall transmit to the Board of County Commissioners its recommendations for the zoning map or zoning text amendment. The Planning Commission may recommend for the approval, approval with conditions, or denial of the application request. The Planning Commission must make Findings of Fact with respect to the following:

   (a) The amendment to the zoning map or zoning text will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

   (b) The amendment to the zoning map or zoning text is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

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 ZC 2022-006, 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 ZC 2022-006 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 change the zoning district for seven (7) parcels located in unincorporated Benton County. The parcels, which are currently designated Interchange Commercial District (IC) are requested to be changed to the zoned Light Industrial (LI).
2. The applicant is Jerritt Wiser whose mailing address is 102609 E 190 PR SE, Kennewick, WA, 99338.
3. The properties are located on the south side of Wiser Parkway, front onto Wiser Loop, and are located approximately 1/4 mile west of the intersection of Wiser Parkway and Badger Road.

4. The parcels are legally described as Lots 7-13 of Cottonwood Commercial Plaza. Parcel numbers: 1-1188-102-0000-007, 1-1188-102-0000-008, 1-1188-102-0000-009, 1-1188-102-0000-010, 1-1188-102-0000-011, 1-1188-102-0000-012, 1-1188-102-0000-014.

5. The properties collectively comprise approximately 8.51 acres in size.

6. The subject parcels are currently designated Rural Commercial by the Benton County Comprehensive Plan.

7. If approved, the proposed zoning district of Light Industrial will:

    a. Provide more area for the location of light industrial uses while minimizing impacts on surrounding rural uses in an area which is already characterized by and/or compatible with industrial activity.

    b. Provide areas for light industrial uses adjacent to major transportation networks.

8. The amendment to the zoning map will not result in any building construction, land use or other development related activity which would be detrimental to or endanger the public health, safety, comfort, or general welfare of the community as a whole or any portion thereof.

9. The amendment to the zoning map is consistent with the spirit and intent of the Benton County Zoning Ordinance and Comprehensive Plan.

10. The application for ZC 2022-006 is consistent with the Growth Management Act (GMA) RCW 36.70A.

11. Adjoining properties predominantly involve industrial uses to the north and west and education and residential uses to the south.

12. Public notice and application requirements have been completed for the Zone Change request as follows:

    a. The application for ZC 2022-005 was submitted to the Benton County Planning Division on May 27, 2022 (PCM 1.5).

13. The application was declared complete for processing on June 1, 2022.

14. The application documents were distributed to reviewing agencies on June 1, 2022.

15. Legal notification for the Planning Commission public hearing was published on June 8, 2022 in the Prosser Record Bulletin (PCM 1.8).

16. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on June 6, 2022.

17. The Planning Commission public hearing is scheduled for June 21, 2022.

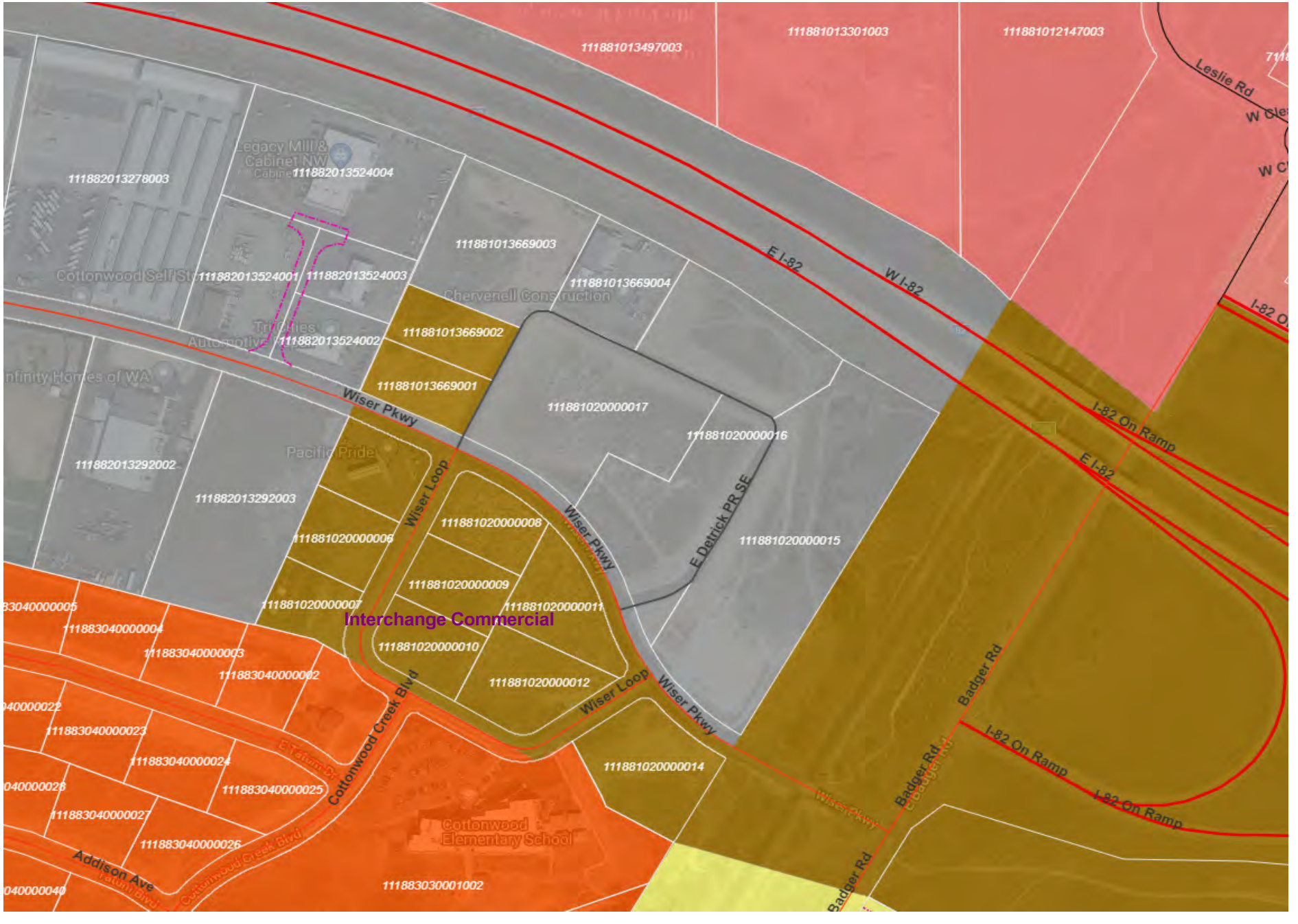
18. ZC 2022-006 was reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) was issued on January 27, 2022 with a 14-day comment period.

19. The application submittal, eligibility, public notice, and procedural steps for ZC 2022-006 have been consistent with Benton County Code (BCC) Chapter 11.53.020 Zoning – Amendments and Appeals, Zoning Map and Text Amendments.

SUGGESTED MOTION

I move that the Chairman, along with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for APPROVAL of ZC 2022-006, subject to the nineteen (19) Findings of Fact listed in the Staff Report dated June 10, 2022, changing the Zoning designation from Interchange Commercial to the Light Industrial District and amending *Official Zoning Map A-4* (PCM 1.4) to reflect said change in zoning designation to the Benton County Board of Commissioners that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

ZC 2022-006 Existing Zoning Designation of Interchange Commercial **PCM 1.2**



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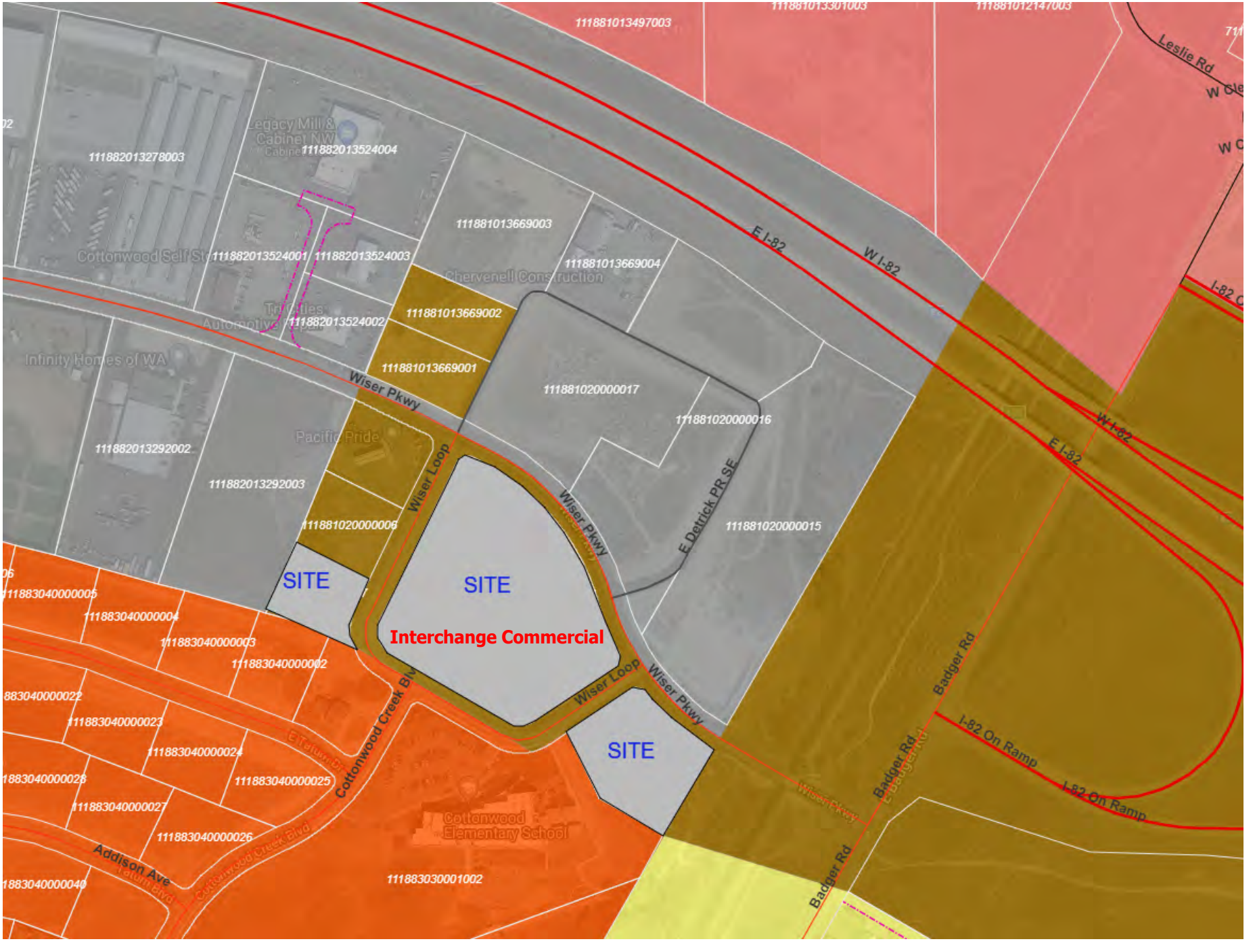
ZC 2022-006 Proposed Zoning Change to Light Industrial



Interchange Commercial is the gray area

5/25/22

PCM 1.4

BENTON COUNTY

STATE OF WASHINGTON

OFFICIAL ZONING MAP A-4

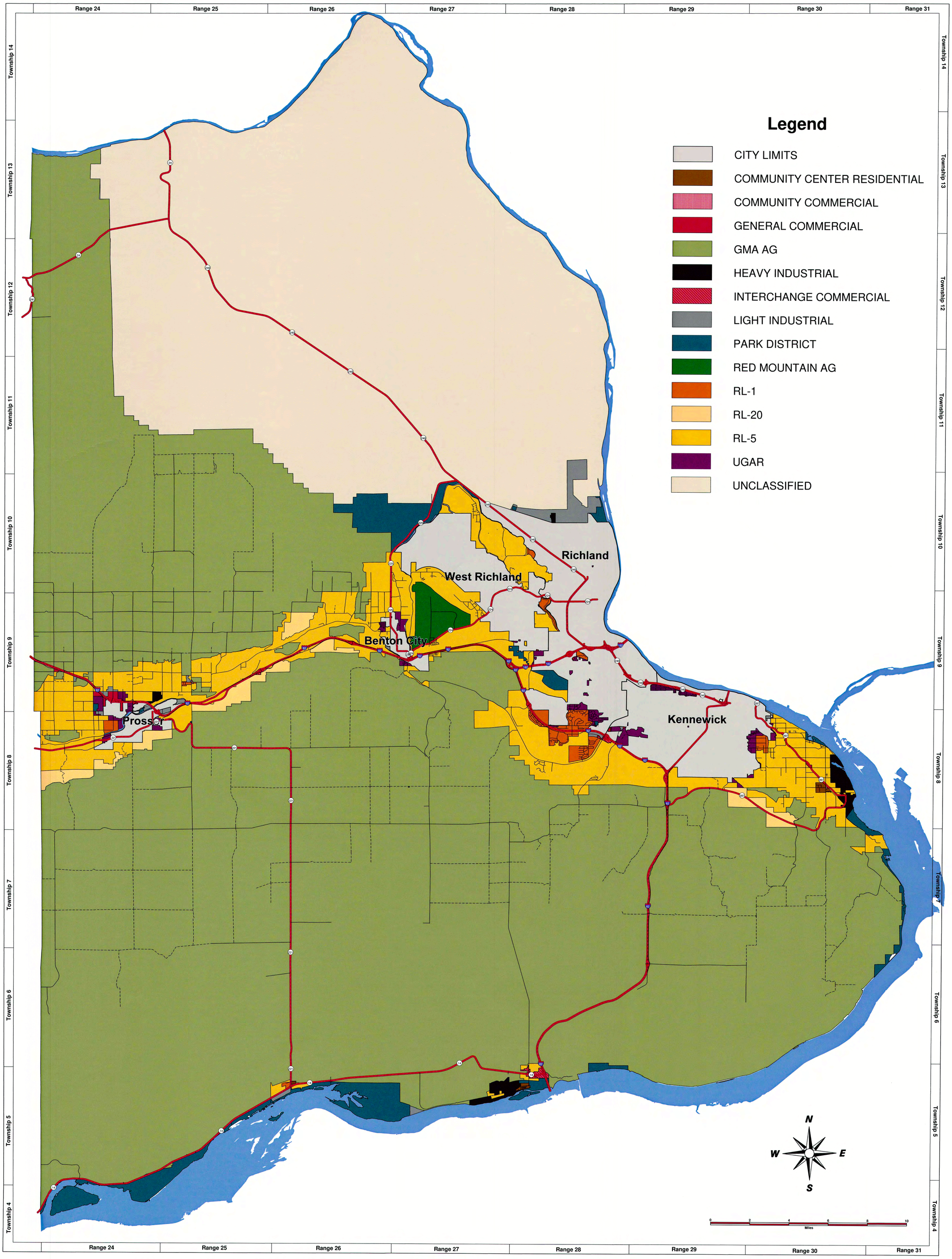
Effective 12-18-18

WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE #616 OF THE BOARD OF COUNTY COMMISSIONERS AND SIGNED BY ITS CHAIRMAN.

DATED THIS 18TH DAY OF DECEMBER 2018.

BY _____ ATTEST _____

CHAIRMAN OF THE BOARD — CLERK OF THE BOARD



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map A 3 adopted by Ordinance 601 on Feb. 27, 2018

Map Printed 12/3/18

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

RECEIVED
MAY 27 2022
Benton Co. Planning Dept.

ZONE CHANGE APPLICATION

Application No. ZC 2022-006

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent**: Jerritt Wiser

Mailing Address: 102609 E 190 PR SE City: Kennewick

State: WA ZIP: 99338 Phone: (509) 539-6396 Work: _____

Email Address: jerritt@thewiserteam.com

Signature: Jerritt Wiser Date: 5-27-22

☐ **Property Owner(s)** *(if different)*: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC please use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)* WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ 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 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.

PARCEL INFORMATION

1. **Subject property address:** Cottonwood Commercial Plaza

   City: Kennewick **State:** WA **ZIP:** 99338

2. **Parcel number(s) to be rezoned:** 1-1188-102-0000-007 through 012

   1-1188-102-0000-014

3. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☐ Individual Wells ☐ One well serving 2 or more lots

   ☒ Private System *(Provider & Address)* BC Water

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☐ No ☒ Yes: *(Provider)* Charter Spectrum

   Phone: ☒ No ☐ Yes: *(Provider)* _____

   Irrigation: ☒ No ☐ Private ☐ District: *(Provider)* _____

4. **We the applicant(s) listed above who is/are the owner(s)/contract purchaser(s) do hereby petition the Benton County Planning Commission to have the real property listed above to be changed from the zoning classification of** ~~Commercial~~ Interchange Commercial djh **to the zoning classification of** Lt. Industrial Light Industrial djh

5. **Comprehensive Plan designation:** ~~Lt. Industrial~~ Rural Industrial djh

6. **The change in classification for the above described property is requested for the purpose of conducting the following use(s) which is/are known to be consistent with the requested zoning classification:** Wider range of uses makes it easier to sell

7. **Time schedule for redevelopment?** ASAP

8. **Facts to justify the change on the basis of advancing the public health, safety, and general welfare?**

   N/A

9. **Affect the proposed change will have on adjacent property and on the Comprehensive Plan?**

   Comp plan changed - will have no impact

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

10. **Affect on the property owner(s) if the request is not granted?** _____ _____

_____

_____

IF FURTHER EXPLANATION IS NEEDED FOR ANY OF THE QUESTIONS PLEASE ATTACH ADDITIONAL PAGES.

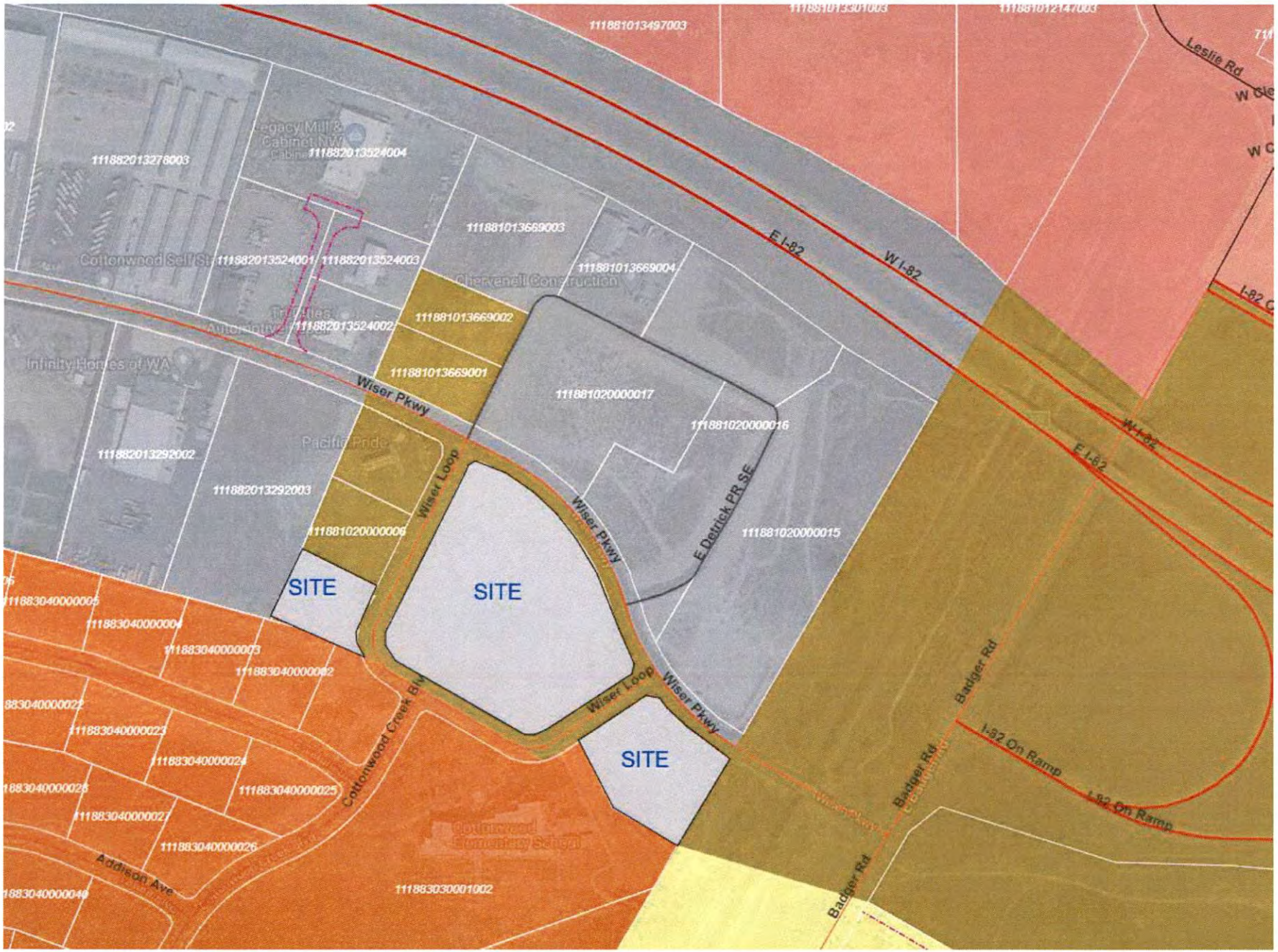
(For Staff Use Only)

Application Complete: *Y* *N*

Critical Areas: *N* *Y:* _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

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



11/19/2021, 11:39:31 AM

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

Determination of Non-Significance

Proponent: Jerritt Wiser
102609 E 180 PR SE
Kennewick, WA 99338

File No. EA 2021-030

Project Description: A Comprehensive Plan Amendment (CPA 2022-003) to amend the Benton County Comprehensive Plan land use map (*Figure 5 - 2017 Periodic Update Land Use Designations Map)*. The amendment proposes to change the land use designation from Rural Commercial to Rural Industrial for seven (7) contiguous parcels. The amendment further revises the tables and text in the Plan that may refer to the current use or designation of the properties. Additionally, the subsequent rezone of the properties from the Interchange Commercial (IC) zoning designation to a Light Industrial (LI) zoning designation has been included in this SEPA application review.

Project Location: The proposed amendment applies to seven (7) parcels, identified as Lots 7-13 of Cottonwood Commercial Plaza. The parcels are located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road.

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 February 10, 2022.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Michelle Cooke
Position/Title: Planning Manager – Benton County Planning Division
Address: P.O. Box 910, Prosser WA 99350

Date: January 27, 2022

Michelle Cooke, Planning Manager
Benton County Community Development Department

Wiser CPA - Rural Commercial to Rural Industrial

11/19/2021, 11:39:31 AM

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

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Benton County Planning

Google Inc |

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
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planning.department@co.benton.wa.us
co.benton.wa.us

RECEIVED
NOV 23 2021
Benton Co. Planning Dept.

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2021-030

A. BACKGROUND

1. Name of proposed project, if applicable: ~~Comp Plan Amendment~~ Wiser Loop CPA CCP

2. Name of applicant: Jevatt Wiser

3. Address and phone number of applicant and contact person: 102609 S 180 PRSE Kennewick WA 99338

4. Date checklist prepared: 11-15-21

5. Agency requesting checklist: Benton County Planning Dept

6. Proposed timing or schedule (including phasing, if applicable): ASAP (zone change to follow CPA)

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
~~No~~ On approval, the properties will be involved in a Zone Change from Interchange Commercial to Light Industrial after comprehensive Plan Amendment from Rural Commercial to Rural Industrial.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. N/A

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. NO

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.
There are 7 lots designated Rural Commercial + zoned Interchange commercial totaling 3.64 acres ~~See Plat Map Attached~~ of vacant land that the applicant hopes to change Comp Plan designation to Rural Industrial + Zone to Light Industrial in hopes to attract more business to this area on Wiser Loop in Kennewick Washington.

Andrea Watts 11/23/21

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. Section 11, Township 8 North, Range 2E East Parcel #'s 1-1188-102-0000-007, 1-1188-102-0000-08 Cottonwood Commercial Plaza 1-1188-102-0000-009, 1-1188-102-0000-010 Lots 7-13 1-1188-102-0000-011, 1-1188-102-0000-012 1-1188-102-0000-014

B. ENVIRONMENTAL ELEMENTS

Andrea Wolff 11/29/21

1. Earth

a. General description of the site (circle one):

Flat [X] Rolling [ ] Hilly [ ] Steep Slopes [ ] Mountainous [ ]

Other _____

b. What is the steepest slope on the site (approximate percent slope)? Flat Pads

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.

Sand, Clay AW 11/29/21

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. None

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? ~~Don't know yet~~ N/A AW 11/30/21

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

~~None~~ N/A AW 11/30/21

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.

~~Don't know~~ N/A AW 11/30/21

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

NO

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

~~None~~ N/A AW 11/30/24

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. NO

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. NO

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.

None

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. NO

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

NO

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. NO

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.

NO

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. It is already on Final Plat for Cottonwood Commercial Plaza off Nixon Parkway

2) Could waste materials enter ground or surface waters? If so, generally describe. NO

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. NO

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: ~~Same as Question 1~~ N/A MI 11/30/21

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
- ____ 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)*
- X Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? Cleared ground already once. Sagebrush will be cleared again

c. List threatened and endangered species known to be on or near the site. ~~N/A~~ None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Only Scaping for land owners

e. List all noxious weeds and invasive species known to be on or near the site. None

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. None

b. List any threatened and endangered species known to be on or near the site. None

c. Is the site part of a migration route? If so, explain. No

d. Proposed measures to preserve or enhance wildlife, if any: None

e. List any invasive animal species known to be on or near the site. None

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.
Electric & Natural Gas - heating, manufacturing

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
No

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: ~~Just the Benton County building codes~~ N/A NO 11/30/21

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.
No

1) Describe any known or possible contamination at the site from present or past uses. None

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. None

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.

None

4) Describe special emergency services that might be required. None - normal

5) Proposed measures to reduce or control environmental health hazards, if any: None

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? None

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. ~~Daytime - traffic, operations~~ None AW 11/30/21

3) Proposed measures to reduce or control noise impacts, if any: Benton County Noise ordinance

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. light industrial & residential

No affect to adjacent properties

Current use of site - Vacant AW 11/30/21

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: NO

c. Describe any structures on the site. None

d. Will any structures be demolished? If so, what? NO

e. What is the current zoning classification of the site? Commercial Freeway Interchange Commercial / Rural / Commercial

f. What is the current comprehensive plan designation of the site? Commercial Freeway Commercial

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? ~~No residential, 30-40 total on site~~ N/A 11/30/21

j. Approximately how many people would the completed project displace? None

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: Same as surrounding land

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. 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? ~~Within County regulations~~ N/A AW 11/30/21

b. What views in the immediate vicinity would be altered or obstructed? None

c. Proposed measures to reduce or control aesthetic impacts, if any: ~~Architectural approval~~ N/A AW 11/30/21

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

~~Normal businesses - daytime~~ None AW 11/30/21

b. Could light or glare from the finished project be a safety hazard or interfere with views? NO

c. What existing off-site sources of light or glare may affect your proposal? None

d. Proposed measures to reduce or control light and glare impacts, if any: None

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? School, park

b. Would the proposed project displace any existing recreational uses? If so, describe. NO

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None

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. archaeological impact Survey

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. None

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. WISE Parkway & WISER loop - existing

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? NO

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? ~~depends on tenants or owners would eliminate none~~ None AW 11/30/21

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). NO

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. NO

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 available at this time~~ None NO 11/30/21

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. NO

h. Proposed measures to reduce or control transportation impacts, if any: Benton County impact fees

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. ~~Fire & Police~~ NO NO 11/30/21

b. Proposed measures to reduce or control direct impacts on public services, if any. None

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.

The ones that are on site already

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: [signature]

Name of Signee Jerritt Wiser

Position and Agency/Organization

Date Submitted: 11/28/2021

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? ~~water & power usage~~ Comprehensive Plan Amendment would not increase any discharge or emissions. NW 11/30/21

a. Proposed measures to avoid or reduce such increases are: None

2. How would the proposal be likely to affect plants, animals, fish, or marine life? It won't

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: No need for proposal

3. How would the proposal be likely to deplete energy or natural resources? ~~Power & Gas will be used~~ N/A NW 11/30/21

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? It won't affect environmentally sensitive areas

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? Would not affect - compatible with land surrounding

a. Proposed measures to avoid or reduce shoreline and land use impacts are: None needed

6. How would the proposal be likely to increase demands on transportation or public services and utilities? ~~Utilities only power, water & gas~~ CPA will not increase demands on these services.

a. Proposed measures to reduce or respond to such demand(s) are: None

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. None

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 BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a special meeting on June 21, 2022, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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 Friday June 17, 2022.

SUB 2022-001 - The preliminary plat of Harvest Ridge Phase 2 the subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres by Geoff Clark dba Candy Mountain, LLC. The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase

1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

SUB 2022-002 - The preliminary plat of Cottonwood Creek Phase 4 by Badger Properties II for the subdivision of approximately 25.58 acres into 13 residential lots with an average lots size of 1.72 acres. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

NOTICE IS FURTHER GIVEN that the proposed subdivision applications have been reviewed under the requirements of the State Environmental Policy Act and Mitigated Determinations of Non-Significance (MDNS) were issued on June 3, 2022. 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 Friday June 17, 2022.

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 proposals to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 3rd day of June 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: June 8, 2022

Donna Hutchinson

From: Cristina Woods
Sent: Friday, June 3, 2022 8:28 AM
To: Planning Department
Subject: RE: ZC 2022-006 Wiser Zone Change Agency Review

Good morning

PW has no comments

Thank you

Cristina Woods, MS • *Engineering Associate II*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, June 1, 2022 4:22 PM
To: City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <scott.szendre@ci.kennewick.wa.us>; 'Anthony Muai' <anthony.muai@ci.kennewick.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Fire District #1 - Billie <billie@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; Kennewick Irrigation District - Application and SEPA Review (development@kid.org) <development@kid.org>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; City of Richland - Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; ryan.jones@ksd.org
Subject: RE: ZC 2022-006 Wiser Zone Change Agency Review

The attached copy of a Petition for a Zoning Reclassification is being submitted to you for review and any response that you may have concerning it. This application will be heard at a hearing before the Benton County Planning Commission on June 21, 2022. Please note that the SEPA Checklist was prepared for the Comprehensive Plan Amendment and proposed zone change during the Comprehensive Plan Amendment process with a Notice of Application, comment period and a Threshold Determination being made at that time. Those documents are attached for your review. Please send your comments to our office by June 6, 2022.

If you have any questions, please feel free to call this office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

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. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

To view complete packet, call Commissioners' office at 509.786.5600

EXHIBIT LIST FOR SUB 2022-001/EA 2022-013
Preliminary Plat of Harvest Ridge

			DATED
Planning Commission Memo Exhibit List -June 21, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	June 13, 2022
	PCM 1.2	Site Map	April 27, 2022
	PCM 1.3	Notice of Public Hearing	June 3, 2022
		APPLICATION SUBMITTAL	
	PCM 1.4	Subdivision Application	April 11, 2021
	PCM 1.5	Plat Map	May 19, 2021
	PCM 1.6	Traffic Impact Analysis	March 1, 2022
	PCM 1.7	Preliminary Stormwater Report	April 27, 2021
	PCM 1.8	Geo Tech Study	June 14, 2021
	PCM 1.9	Summit View Water Works Service Letter	June 13, 2022
		SEPA INFORMATION	
	PCM 1.10	Environmental Checklist EA 2020-007	April 15, 2022
	PCM 1.11	Notice of Application	April 27, 2022
	PCM 1.12	Mitigated Determination of Non Significance	June 3, 2022
		COMMENTS	
	PCM 1.13	City of Richland - Public Works Comments	May 25, 2022
	PCM 1.14	Benton Franklin Health District	March 28, 2022
	PCM 1.15	Dept. of Transportation	May 18, 2022
	PCM 1.16	Benton PUD Comments	May 18, 2022
	PCM 1.17	Dept. of Ecology	May 17, 2022
	PCM 1.18	Benton Franklin Health District	May 17, 2022
	PCM 1.19	Benton Clean Air Agency	May 17, 2022
	PCM 1.20	Badger Mountain Irrigation District	May 17, 2022
	PCM 1.21	Benton County Public Works	May 11, 2022
	PCM 1.22	Benton County Fire Marshal	May 2, 2022
	PCM 1.23	Benton County GIS	April 29, 2022
	PCM 1.24	Benton County Public Works	May 12, 2022
	PCM 1.25	Benton County Public Works	May 17, 2022
Board of County Commissioners Memo Exhibit List - 7-26-22			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	July 12, 2022
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Planning Commission Findings of Fact, Recommendation	June 21, 2022
	BCCM 1.4	Audio Recording of the Planning Commission hearing	June 21, 2022

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:	July 26, 2022 **Memo Date:** July 12, 2022
Subject:	Closed Record Appeal Hearing for SUB 2022-001 - Preliminary Plat of Harvest Ridge Phase 2 - Applicant: Geoff Clark
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
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

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 120.90 acres into 101 residential lots. The preliminary plat is known as Harvest Ridge Phase 2. The land is zoned Rural Lands One-Acre District. The average lot size in the development is approximately 1.04 acres and the lots are proposed to be served by new public roads, potable water from Badger Mountain Irrigation District, and individual septic systems. The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

On June 21, 2022, at the conclusion of the open record hearing, the Planning Commission voted (5-0, with 2 members absent) to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and nineteen (19) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, July 26, 2022, at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: **Unknown**

Fund: **Unknown**

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 5-0, with 2 members absent to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and nineteen (19) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Department recommendation**:**

It is the Planning Department's recommendation that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning Commission's Recommendation, Findings of Fact and Conditions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Harvest Ridge Phase 2-SUB 2022-001 with the seven (7) findings of fact and nineteen (19) conditions of approval as recommended by the Planning Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2022-001 – HARVEST RIDGE PHASE 2. APPLICANT: GEOFF CLARK, PARCEL NUMBER: 105884020000052

WHEREAS, the Legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, June 8, 2022; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (April 28,2022); publication of Notice of Application (May 4, 2022) and Legal Notice in the Prosser Record Bulletin (June 8, 2022); and,

WHEREAS, the Planning Commission held a public hearing on June 21, 2022 at 6:00 p.m., in person and via a WebEx virtual meeting format and all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing; and,

WHEREAS, in an effort to continue to provide public access to the Planning Commission meetings the meetings are being provided with in-person, telephonic and video access to view and provide testimony during the meeting; and,

WHEREAS, the Planning Commission at the open record hearing held on June 21, 2022, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Harvest Ridge Phase 2 - SUB 2022-001; and,

WHEREAS, the Planning Commission entered its recommendation, written findings of fact, and conditions of approval concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments based upon the record at a Closed Record Appeal Hearing on Tuesday, July 26, 2022; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conditions of Approval as their own (which are kept in File No. SUB 2022-001 in the Planning Division records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Harvest Ridge Phase 2 - SUB 2022-001 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts the Planning Commission's Findings of Fact and Conditions of Approval as their own regarding the Preliminary Plat of Harvest Ridge Phase 2- SUB 2022-001, subject to the seven (7) findings of fact and nineteen (19) conditions of approval as stated in the staff memo (PCM 1.1) dated June 13, 2022, and hereby approves the preliminary plat.

Dated this 26th day of July 2022.

_____
Chairman of the Board

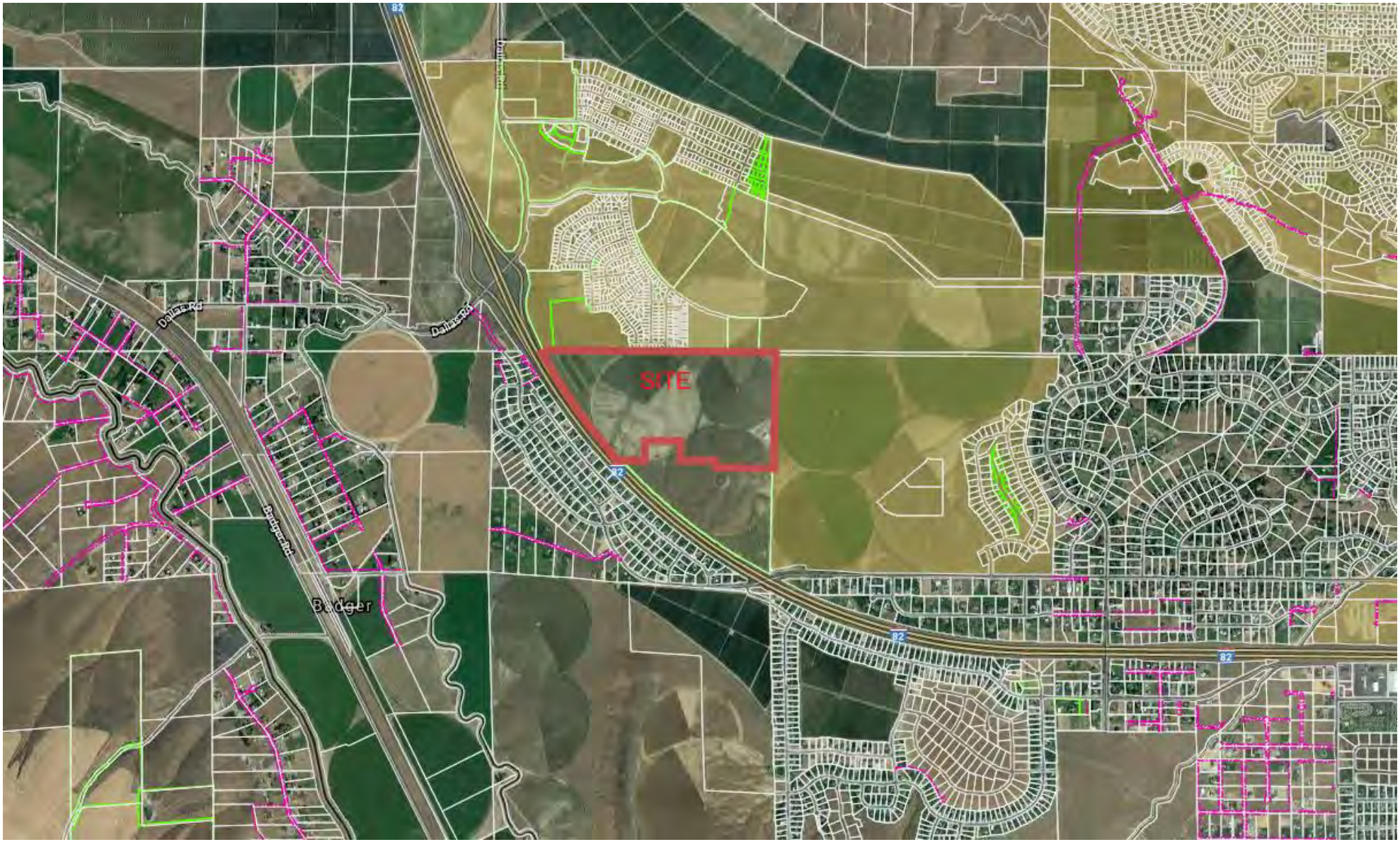
_____
Member

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

Attest.....
Clerk of the Board

MC

SUB 2022-001/EA 2022-013 Harvest Ridge Phase 2
April 27, 2022



VI Plat Map mitte 5-19-22

PCM 1.5

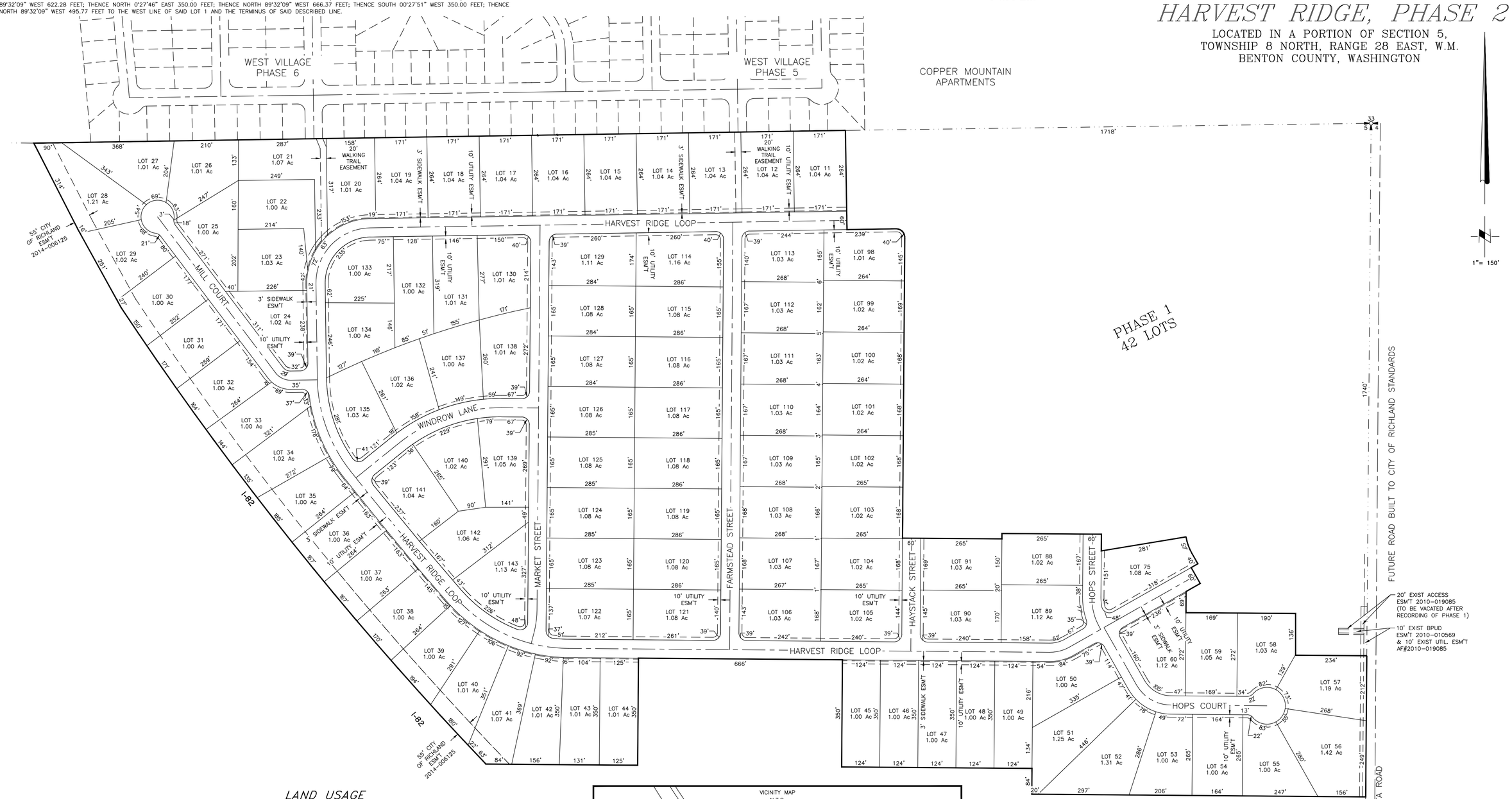
PRELIMINARY PLAT OF HARVEST RIDGE, PHASE 2

LOCATED IN A PORTION OF SECTION 5,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF LOT 1, PLAT OF THE RIDGE AT REATA WEST PHASE 1, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2012-034163, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN SECTION 5, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 (SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 5); THENCE SOUTH 00°27'45" WEST 2200.66 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°32'10" WEST 1090.85 FEET; THENCE NORTH 00°27'46" EAST 84.01 FEET; THENCE NORTH 89°32'09" WEST 622.28 FEET; THENCE NORTH 0°27'46" EAST 350.00 FEET; THENCE NORTH 89°32'09" WEST 666.37 FEET; THENCE SOUTH 00°27'51" WEST 350.00 FEET; THENCE NORTH 89°32'09" WEST 495.77 FEET TO THE WEST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID DESCRIBED LINE.



DEVELOPER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

OWNER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

PREPARED BY

ROGERS SURVEYING INC.
1455 COLUMBIA PARK TRAIL-STE 201
RICHLAND, WASHINGTON 99352
509-783-4141 (OFFICE)
509-783-2994 (FAX)

LAND USAGE

GROSS PLANNING AREA	=	120.90 ACRES
11,414 LINEAR FEET PLAT STREETS	=	15.28 ACRES
NET PLANNING AREA		= 105.62 ACRES

105.62 ACRES X 43560 SQ. FT. / 101 LOTS = 45,485 SQ. FT. = 1.04 ACRES AVERAGE LOT SIZE

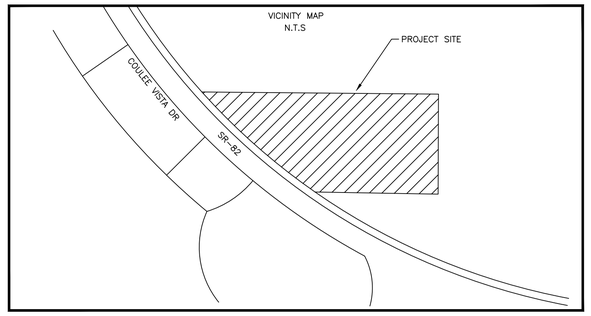
1.42 ACRES LARGEST LOT (56)

1.00 ACRES SMALLEST LOT (37)

ZONING = RURAL LANDS 1

WATER SUPPLY = SUMMIT VIEW WATER WORKS

SEWAGE DISPOSAL = INDIVIDUAL SEPTIC SYSTEMS



PRELIMINARY

DAVID P. BAALMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

150 75 0 150 300 450
SCALE IN FEET

SHEET 1 OF 1

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

05-18-22 DRN BY: DPB/ALM 05520-HR-PH2-REV.DWG

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the preliminary plat of Harvest Ridge Ph 2 by Geoff Clark, dba Candy Mountain, LLC located in Section 5, Township 8 North, Range 28 East. W.M.

SUB 2022-001
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

SUB 2022-001, a proposal by Geoff Clark, dba Candy Mountain, LLC for the preliminary plat of Harvest Ridge Phase 2, a subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres on parcel number 1-0588-402-0000-052 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on May 4, 2022; and,

WHEREAS, an open record public hearing was held on June 21, 2022 at 6:00 p.m. and was conducted through an online, virtual meeting platform. Planning Commissioners and staff joined remotely in order to comply with Governor Inslee's Proclamation 20.28.4 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to virtually attend and comment through video and telephonic access to the meeting; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Marjorie Kaspar, Odalys Lopez, Lorna Zaback, and Brian Skeels; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on June 21, 2022; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted with five members present and two absent to recommend approval with the findings of fact as outlined in the staff memo dated June 13, 2022; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions

and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. The proposed subdivision (PCM 1.4 application and PCM 1.5 preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 120.90-acre site is bordered on the east and west by land zoned Rural Lands One Acre District, on the south by land zoned Urban Growth Area Residential, and on the north by Richland city limits.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated for infill development in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;
        v. The smallest lot size is 1.00 acre and the average lot size for this plat is 1.04 acres;
        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
        vii. The creation of 101 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. City of Richland required per the applicant's traffic impact analysis report the development to share in the cost of a new roundabout at the Leslie/Reata intersection. Further the City agrees with the proposed pedestrian connectivity between the Harvest Ridge Phase 2 and West Village Phase 5 and 6 plats;

2. Washington State Department of Ecology is requesting the applicant obtain a NPDES Construction Stormwater General Permit;

3. Benton Clean Air Agency has required that fugitive dust emissions be controlled onsite and that a written dust control plan be in place prior to ground disturbing activities; and

4. State of Washington Department of Transportation required the construction of a six-foot tall fence along the I-82 right-of-way boundary and mitigation of stormwater and surface runoff.

iii. An MDNS with mitigation/conditions (PCM 1.12) was issued for the project on June 3, 2022.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;
   a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;
4. The public interest will be served by the proposed division and dedication;
   a. The creation of 101 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and
   b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.
5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
   a. Appropriate provisions have been made for the public health and safety based on the following facts:
      i. The applicant has proposed that the preliminary plat be served by Badger Mountain Irrigation District for potable water, individual septic systems and irrigation water to be provided by Summit View Water Works;
      ii. The Benton Franklin Health District and Badger Mountain Irrigation District have reviewed the preliminary plat and have no objections provided water is provided by Badger Mountain Irrigation District and sanitary services are provided by individual septic systems; and
      iii. The Benton County Fire Marshal has required fire hydrants to be installed.
   b. Appropriate provisions have been made for open spaces based on the following facts:
      i. The proposed subdivision does not contain land to be designated for open space.
   c. Appropriate provisions have been made for drainage ways based on the following facts:
      i. PBS Engineering and Environmental Inc. prepared a preliminary stormwater drainage report for the applicants of Harvest Ridge dated April 27, 2021 (PCM 1.7). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and
      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

   i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of new public roads; and

   ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to road and mitigation requirements (PCM 1.13 and PCM 1.21).

e. Appropriate provisions have been made for transit stops based on the following facts:

   i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

   i. The project is located in the Lower Yakima Watershed, WRIA 37;

   ii. Potable water is proposed to be served by Badger Mountain Irrigation District. BMID has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

   iii. The Benton Franklin Health District has no objections provided an off-site public water supply and onsite sewage disposal systems are provided to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

   i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

   i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications; however, the development is located adjacent to the City of Richland and landowners will have access to city parks in the general area.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, the developer has provided sidewalk easements throughout the plat.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. Badger Mountain Irrigation has reviewed the application and indicated that it has no objection to the 101 lots connecting to BMID potable water if construction plans are approved by the Washington State Department of Health.

7. This plat is not within an irrigation district however, irrigation water is proposed to be served by a private water system, Summit View Water Works, and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department,** including the following:

   a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

   b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

   c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

   d. The pavement return radius at all intersections shall be a minimum of 35 feet.

   e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. The 6' sidewalk easement shall be paved with cement concrete to match phase 1.

k. Provide cross walks for the sidewalk at every road crossing.

l. Mitigate the pathway/sidewalk crossing over the County ditch.

m. Approval of final plat is contingent on the construction of the City Road A in the BMS-South Orchard subdivision, and access to E Reata Road.

n. Lots 22 and 21 shall have a joint access. This access shall be paved as a condition of plat approval using Benton County Standard R-4 (urban local access cross section).

o. The joint access on lot 21 & 22 shall be perpendicular to Harvest Ridge.

Add the following notes to the face of the final plat:

p. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

q. Road approaches shall not be permitted directly across roadway tee intersections.

r. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.

s. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

t. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

u. Property owners with sidewalk abutting their property shall be responsible for the maintenance of said sidewalk.

v. Lots 24, 33, 50, 60, 75, 90, 98, 105, 106, 113, 114, 121, 122, 129,130, 133, 135, 141 and 143 shall not have direct access to Harvest Ridge Loop.

w. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **City of Richland**, including the following:

a. The City of Richland Public Works Department has reviewed the updated traffic impact analysis (TIA) for Badger Mountain South (BMS) subarea dated February 16, 2022, and the replacement pages that followed. The TIA for the Badger Mountain South subarea includes the Harvest Ridge development in its overall trip generation and distribution calculation. The mitigation proposed within the Harvest Ridge TIA (dated March 1, 2022) for offsite intersections is a roundabout or signal at Leslie/Reata intersection and cul-de-sac of Arena Road at Dallas Road.

b. The Dallas/Arena intersection lies within the City of West Richland, so the City of Richland will not comment on the mitigation or proportional share other than it is the desire of West Richland to cul-de-sac Arena Road to avoid intersection failures at Dallas Road and Kennedy Road. Arena Road is a desirable cut-through, but signal or roundabout mitigation would introduce undesired coordination issues the

c. Dallas/Bombing Range/Kennedy intersection and the Kennedy/Keene Intersection.

d. The Leslie/Reata intersection lies within City of Richland. Mitigation proposed in both the Badger Mountain South TIA and the Harvest Ridge TIA is proposed as a roundabout or signal. As expressed in the Badger Mountain South TIA comments, the City's recommended mitigation is a roundabout with lane configurations requiring modification from the TIA proposed roundabout design. The City concurs with the pro-rata share of 1.6% for the Harvest Ridge development. The City expects the developer to work with the City to produce a mitigation agreement that will establish their share of the cost this improvement.

e. We agree with pedestrian connectivity that is proposed through the 20' walking trail easements adjacent to Lots 12, 13, 20, and 21. The developer should provide an adequate connection to the sidewalk at the road stubs on the south side of the West Village Phase 5 and 6 plats and not terminate the walking trail at the roadway.

f. Please contact Carlo D'Alessandro at 509- 942-7500 for more information.

3. Applicant shall meet and comply with the requirements of the **Washington State Department of Transportation**, including the following:

   a. The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

   b. I-82 is an existing facility, and the applicant is proposing a more noise-sensitive land use. The proponent and future residents should be aware this is an area with existing traffic noise. They should also expect traffic noise to continue to grow into the future. Further, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth. It is the developer's responsibility to dampen or deflect any traffic noise for this development.

   c. This residential subdivision adjacent to I-82 increase the likelihood of safety concerns with children and pets. For the safety and security of I-82, the proponent is required to construct a minimum six-foot-tall fence on their property along the interstate right-of-way. The existing WSDOT fence typically lies one foot inside our boundary and must not be altered or moved without prior WSDOT approval.

   d. Stormwater and surface runoff generated by this project must be retained and treated on site. Any discharge into I-82 right-of-way will require an approved WSDOT Utility Permit.

   e. Any proposed lighting must be directed down towards the site and away from I-82.

   f. Please contact Jacob Prilucik at 509-225-0637 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems with an off-site public water supply.

   a. The extension to the Badger Mountain Irrigation District must be developed and approved in accordance with WAC 246-290.

   b. All lots shall have a minimum of a ½ acre in size and contain a minimum of 20,000 square feet of usable land area.

c. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

d. Prior to final approval, a long plat final review fee (Code 54.37 for $200) must be submitted to this office for the final walk-through review of the plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

e. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.

f. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

g. The following statement is placed on the plat:

- "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

h. Please contact Rebecca Warrington at 509-460-4335 for more information.

5. Applicant shall meet and comply with the requirements of the **Benton PUD** including the following:

a. Benton PUD will need to coordinate with the City of Richland with a request to utilize a portion of their 55' easement along I-82.

b. PUD requires a 10' utility easement along the property line between Lots 28 and 29.

c. For more information, please contact Tina Glines at 509-582-1241.

6. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

a. Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

b. Prior to final plat approval, the following shall be required:

- Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed

by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.

- Water system plans shall be approved in writing by the Benton County Fire Marshal.
- The approved water system shall be installed prior to final plat approval, or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
- Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

e. Water mains shall meet the standards of Benton County Code 3.18.035.

f. Fire hydrants shall meet the standards of Benton County Code 3.18.036.

g. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

h. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.

i. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.

j. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.

k. Purveyor requirements shall comply with Benton County Code 3.18.040.

l. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

7. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion

Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

b. If the applicant plans to use water for dust suppression at your project site, be sure that they have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

   Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances, water may need to be obtained from a different area and hauled in or from an existing water right holder.

   If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 454-7872 or email at christopher.kossik@ecy.wa.gov.

8. Applicant shall meet and comply with the requirements of the **Badger Mountain Irrigation District** which will be providing potable water to the development.

   a. Construction plans will need to be approved by the Washington State Department of Health before BMID can approve and move forward with the plan. The BMID Water System Plan is in the process of being approved.

   b. If you have any questions or need more information, please call BMID at 509-628-0777.

9. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 3, 2022 (PCM 1.12).

      - City of Richland Public Works recommendation as outlined in their letter dated May 25, 2022 (PCM 1.13);
      - Washington State Department of Ecology recommendation as outlined in their letter dated May 17, 2022 (PCM 1.17);
      - Benton Clean Air Agency recommendation as outlined in their letter dated May 17, 2022 (PCM 1.19); and
      - State of Washington Department of Transportation recommendation as outlined in their letter dated May 18, 2022 (PCM 1.15).

   b. The applicant shall meet and comply with the recommended mitigation measures identified in the Transportation Impact Analysis prepared by Transportation Engineering NorthWest dated March 1, 2022 (PCM 1.6).

   c. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by PBS Engineering and Environmental Inc. dated April 27, 2021 (PCM 1.7).

   d. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch type fence shall be constructed along the following locations prior to final plat approval:

      - The east parcel line of Lots 57 and 56 adjacent to future city of Richland ROW.
      - The west parcel line of Lot 142.

   e. Please revise the lot configuration of Lots 21 and 22 and/or the 20' walking trail easement as the County discourages the use of flag lots and the 20' walking trail easement further encroaches on the limited access.

   f. Please show the following roads on the plat map:

      - Haystack Street from Lot 98-103;
      - Harvest Ridge Loop's double connection to the future City of Richland street.

   g. Please update the potable water supply to reflect: Badger Mountain Irrigation District.

h. Please amend the reference to the adjacent interstate on the plat vicinity map to read "I-82."

i. Upon review of the proposed road names, Market Street will need to be renamed. Please submit three proposed road names for the road section to be reviewed and approved by the County prior to final plat.

j. The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

k. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

l. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

m. Please ensure there is a subdivision title block located in the bottom right-hand corner of the final plat map.

n. Please include the following signatures blocks on the final plat:

- Owner/Notary
- Chairman of the Benton County Board of County Commissioners
- Chairman of the Benton County Planning Commission
- Benton County Engineer
- City of Richland Public Works
- Benton PUD
- Benton-Franklin Health District
- Badger Mountain Irrigation District
- Summit View Water Works
- Benton County Treasurer
- Benton County Assessor

o. The following notes shall be placed on the final plat:

- "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
- "Address numbers [noted in brackets] are subject to change until the exact location of access onto the short plat is determined."
- "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance

of electric power, telephone, cable and any other defined utilities to and or through said tract."

- "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from Badger Mountain Irrigation District services."
- "This short plat is not located within an irrigation district; however, irrigation water is provided by Summit View Water Works."
- "I-82 is an existing facility, and the approval of this subdivision proposes a more noise-sensitive land use. Future residents should be aware this is an area with existing traffic noise. It should also be expected for traffic noise to continue to grow into the future, and, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth."

10. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
11. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
12. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
13. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
14. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
15. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
16. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

17. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.

18. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.

19. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

6/21/2022

Lloyd Couglin, Vice-Chairman p DATE
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the June 21, 2022 Planning Commission meeting can be found at the following link:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

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

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	SUB 2022-001 Preliminary Plat of Harvest Ridge Phase 2
MEMO DATE:	June 13, 2022
HEARING DATE:	June 21, 2022
APPLICANT/: OWNER	Geoff Clark dba Candy Mountain, LLC PO Box 1307 Gig Harbor, WA 98335
LOCATION:	The site is located east of Interstate 82 and north of Reata Road on the west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.
PROPERTY SIZE:	Approximately 120.90 acres
AREA TO BE USED:	Approximately 105.62 acres
LAND USE:	Residential
COMP. PLAN:	Rural Transition
ZONING:	Rural Lands One Acre District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to seven (7) findings of fact and nineteen (19) conditions of approval.

APPLICATION DESCRIPTION

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 120.90 acres into 101 residential lots. The preliminary plat is known as Harvest Ridge Phase 2. The land is zoned Rural Lands One Acre District.

The average lot size in the development is approximately 1.04 acres and the lots are proposed to be served by new public roads, potable water from Badger Mountain Irrigation District, and individual septic systems.

The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on May 4, 2022 (PCM 1.11).
2. Planning Staff mailed out review packets to technical agencies on April 28, 2022.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on June 8, 2022 (PCM 1.3).
4. Property owners within 300 feet were mailed notice on April 28, 2022.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.12) was issued on June 3, 2022.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. RCW 58.17: Plats and Subdivisions.
7. Planning Commission/Open Record Hearing:

   Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

   a. The staff report by the Planning Division,
   b. Any written comments or concerns expressed by other reviewing agencies,
   c. Oral and written testimony from persons present at the hearing; and

   If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Division: See the suggested findings of fact and conditions of approval for the Planning Division's comments and requirements.
2. Benton County Public Works Department: See comments dated May 11, 2022 (PCM 1.21).
3. City of Richland Public Works Department: See comments dated May 25, 2022 (PCM 1.13).

4. Washington State Department of Transportation: See comments dated May 18, 2022 (PCM 1.15).
5. Benton County Fire Marshal: See comments dated May 2, 2022 (PCM 1.22).
6. Badger Mountain Irrigation District: See comments dated May 17, 2022 (PCM 1.20).
7. Benton PUD: See comments dated May 18, 2022 (PCM 1.16).
8. Benton Clean Air Agency: See comments dated May 17, 2022 (PCM 1.19).
9. Summit View Water Works: See comments dated June 13, 2020 (PCM 1.9).
10. Benton Franklin Health District: See comments dated March 28, 2022 (PCM 1.14) and May 17, 2022 (PCM 1.18).
11. Washington State Department of Ecology: See comments dated May 17, 2022 (PCM 1.17).
12. Benton County GIS Department: See comments dated April 29, 2022. (PCM 1.23).

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to BCC 9.05.080, Consideration of Preliminary Subdivision, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
    a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    c. That the proposed subdivision meets the requirements of BCC 9.05;
    d. That the public interest will be served by the proposed division and dedication;
    e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    f. That the Benton-Franklin Health District and Badger Mountain Irrigation District have reviewed the proposed subdivision for compliance with their rules and regulations and has not expressed objection to the proposed subdivision; and
    g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

2. RCW 58.17.110 (1)(2)(3). Approval or disapproval of subdivision - factors to be considered-conditions of approval.

RECOMMENDATION

Benton County Planning staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Harvest Ridge Phase 2 - File Number SUB 2022-001.

The Benton County Planning Division recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for the application SUB 2022-001, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision (PCM 1.4 application and PCM 1.5 preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 120.90-acre site is bordered on the east and west by land zoned Rural Lands One Acre District, on the south by land zoned Urban Growth Area Residential, and on the north by Richland city limits.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated for infill development in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;
        v. The smallest lot size is 1.00 acre and the average lot size for this plat is 1.04 acres;
        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

vii. The creation of 101 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

   i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

   i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

   i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

   ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

   i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

   ii. During the SEPA comment period the following comments were received:

      1. City of Richland required per the applicant's traffic impact analysis report the development to share in the cost of a new roundabout at the Leslie/Reata intersection. Further the City agrees with the proposed pedestrian connectivity between the Harvest Ridge Phase 2 and West Village Phase 5 and 6 plats;

      2. Washington State Department of Ecology is requesting the applicant obtain a NPDES Construction Stormwater General Permit;

      3. Benton Clean Air Agency has required that fugitive dust emissions be controlled onsite and that a written dust control plan be in place prior to ground disturbing activities; and

      4. State of Washington Department of Transportation required the construction of a six-foot tall fence along the I-82 right-of-way boundary and mitigation of stormwater and surface runoff.

   iii. An MDNS with mitigation/conditions (PCM 1.12) was issued for the project on June 3, 2022.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21); and
3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;
    a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;
4. The public interest will be served by the proposed division and dedication;
    a. The creation of 101 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and
    b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.
5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    a. Appropriate provisions have been made for the public health and safety based on the following facts:
        i. The applicant has proposed that the preliminary plat be served by Badger Mountain Irrigation District for potable water, individual septic systems and irrigation water to be provided by Summit View Water Works;
        ii. The Benton Franklin Health District and Badger Mountain Irrigation District have reviewed the preliminary plat and have no objections provided water is provided by Badger Mountain Irrigation District and sanitary services are provided by individual septic systems; and
        iii. The Benton County Fire Marshal has required fire hydrants to be installed.
    b. Appropriate provisions have been made for open spaces based on the following facts:
        i. The proposed subdivision does not contain land to be designated for open space.
    c. Appropriate provisions have been made for drainage ways based on the following facts:
        i. PBS Engineering and Environmental Inc. prepared a preliminary stormwater drainage report for the applicants of Harvest Ridge dated April 27, 2021 (PCM 1.7). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of new public roads; and

ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to road and mitigation requirements (PCM 1.13 and PCM 1.21).

e. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. Potable water is proposed to be served by Badger Mountain Irrigation District. BMID has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

iii. The Benton Franklin Health District has no objections provided an off-site public water supply and onsite sewage disposal systems are provided to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications; however, the development is located adjacent to the City of Richland and landowners will have access to city parks in the general area.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, the developer has provided sidewalk easements throughout the plat.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. Badger Mountain Irrigation has reviewed the application and indicated that it has no objection to the 101 lots connecting to BMID potable water if construction plans are approved by the Washington State Department of Health.

7. This plat is not within an irrigation district however, irrigation water is proposed to be served by a private water system, Summit View Water Works, and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the Benton County Public Works Department, including the following:

   a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

   b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

   c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

   d. The pavement return radius at all intersections shall be a minimum of 35 feet.

   e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

   f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington

accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. The 6′ sidewalk easement shall be paved with cement concrete to match phase 1.

k. Provide cross walks for the sidewalk at every road crossing.

l. Mitigate the pathway/sidewalk crossing over the County ditch.

m. Approval of final plat is contingent on the construction of the City Road A in the BMS-South Orchard subdivision, and access to E Reata Road.

n. Lots 22 and 21 shall have a joint access. This access shall be paved as a condition of plat approval using Benton County Standard R-4 (urban local access cross section).

o. The joint access on lot 21 & 22 shall be perpendicular to Harvest Ridge.

Add the following notes to the face of the final plat:

p. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

q. Road approaches shall not be permitted directly across roadway tee intersections.

r. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.

s. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

t. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

u. Property owners with sidewalk abutting their property shall be responsible for the maintenance of said sidewalk.

v. Lots 24, 33, 50, 60, 75, 90, 98, 105, 106, 113, 114, 121, 122, 129,130, 133, 135, 141 and 143 shall not have direct access to Harvest Ridge Loop.

w. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the City of Richland, including the following:

a. The City of Richland Public Works Department has reviewed the updated traffic impact analysis (TIA) for Badger Mountain South (BMS) subarea dated February 16, 2022, and the replacement pages that followed. The TIA for the Badger Mountain South subarea includes the Harvest Ridge development in its overall trip generation and distribution calculation. The mitigation proposed within the Harvest Ridge TIA (dated March 1, 2022) for offsite intersections is a roundabout or signal at Leslie/Reata intersection and cul-de-sac of Arena Road at Dallas Road.

b. The Dallas/Arena intersection lies within the City of West Richland, so the City of Richland will not comment on the mitigation or proportional share other than it is the desire of West Richland to cul-de-sac Arena Road to avoid intersection failures at Dallas Road and Kennedy Road. Arena Road is a desirable cut-through, but signal or roundabout mitigation would introduce undesired coordination issues the

c. Dallas/Bombing Range/Kennedy intersection and the Kennedy/Keene Intersection.

d. The Leslie/Reata intersection lies within City of Richland. Mitigation proposed in both the Badger Mountain South TIA and the Harvest Ridge TIA is proposed as a roundabout or signal. As expressed in the Badger Mountain South TIA comments, the City's recommended mitigation is a roundabout with lane configurations requiring modification from the TIA proposed roundabout design. The City concurs with the pro-rata share of 1.6% for the Harvest Ridge development. The City expects the developer to work with the City to produce a mitigation agreement that will establish their share of the cost this improvement.

e. We agree with pedestrian connectivity that is proposed through the 20' walking trail easements adjacent to Lots 12, 13, 20, and 21. The developer should provide an adequate connection to the sidewalk at the road stubs on the south side of the West Village Phase 5 and 6 plats and not terminate the walking trail at the roadway.

f. Please contact Carlo D'Alessandro at 509- 942-7500 for more information.

3. Applicant shall meet and comply with the requirements of the Washington State Department of Transportation, including the following:

a. The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

b. I-82 is an existing facility, and the applicant is proposing a more noise-sensitive land use. The proponent and future residents should be aware this is an area with

existing traffic noise. They should also expect traffic noise to continue to grow into the future. Further, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth. It is the developer's responsibility to dampen or deflect any traffic noise for this development.

c. This residential subdivision adjacent to I-82 increase the likelihood of safety concerns with children and pets. For the safety and security of I-82, the proponent is required to construct a minimum six-foot-tall fence on their property along the interstate right-of-way. The existing WSDOT fence typically lies one foot inside our boundary and must not be altered or moved without prior WSDOT approval.

d. Stormwater and surface runoff generated by this project must be retained and treated on site. Any discharge into I-82 right-of-way will require an approved WSDOT Utility Permit.

e. Any proposed lighting must be directed down towards the site and away from I-82.

f. Please contact Jacob Prilucik at 509-225-0637 for more information.

4. Applicant shall meet and comply with the requirements of the Benton Franklin Health District. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems with an off-site public water supply.

   a. The extension to the Badger Mountain Irrigation District must be developed and approved in accordance with WAC 246-290.

   b. All lots shall have a minimum of a ½ acre in size and contain a minimum of 20,000 square feet of usable land area.

   c. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

   d. Prior to final approval, a long plat final review fee (Code 54.37 for $200) must be submitted to this office for the final walk-through review of the plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

   e. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.

   f. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

   g. The following statement is placed on the plat:

      i. "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance.

Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

h. Please contact Rebecca Warrington at 509-460-4335 for more information.

5. Applicant shall meet and comply with the requirements of the Benton PUD including the following:
   a. Benton PUD will need to coordinate with the City of Richland with a request to utilize a portion of their 55′ easement along I-82.
   b. PUD requires a 10′ utility easement along the property line between Lots 28 and 29.
   c. For more information, please contact Tina Glines at 509-582-1241.
6. Applicant shall meet and comply with the requirements of the Benton County Fire Marshal including the following:
   a. Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.
   b. Prior to final plat approval, the following shall be required:
      i. Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.
      ii. Water system plans shall be approved in writing by the Benton County Fire Marshal.
      iii. The approved water system shall be installed prior to final plat approval, or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
      iv. Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.
   c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.
   d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.
   e. Water mains shall meet the standards of Benton County Code 3.18.035.
   f. Fire hydrants shall meet the standards of Benton County Code 3.18.036.

g. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

h. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.

i. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.

j. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.

k. Purveyor requirements shall comply with Benton County Code 3.18.040.

l. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

7. Applicant shall meet and comply with the requirements of the Department of Ecology, including the following:

a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

b. If the applicant plans to use water for dust suppression at your project site, be sure that they have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a

water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances, water may need to be obtained from a different area and hauled in or from an existing water right holder.

If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 454-7872 or email at christopher.kossik@ecy.wa.gov.

8. Applicant shall meet and comply with the requirements of the Badger Mountain Irrigation District which will be providing potable water to the development.
   a. Construction plans will need to be approved by the Washington State Department of Health before BMID can approve and move forward with the plan. The BMID Water System Plan is in the process of being approved.
   b. If you have any questions or need more information, please call BMID at 509-628-0777.
9. Applicant shall meet and comply with the requirements of the Benton County Planning Division, including the following:
   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 3, 2022 (PCM 1.12).
      i. City of Richland Public Works recommendation as outlined in their letter dated May 25, 2022 (PCM 1.13);
      ii. Washington State Department of Ecology recommendation as outlined in their letter dated May 17, 2022 (PCM 1.17);
      iii. Benton Clean Air Agency recommendation as outlined in their letter dated May 17, 2022 (PCM 1.19); and
      iv. State of Washington Department of Transportation recommendation as outlined in their letter dated May 18, 2022 (PCM 1.15).
   b. The applicant shall meet and comply with the recommended mitigation measures identified in the Transportation Impact Analysis prepared by Transportation Engineering NorthWest dated March 1, 2022 (PCM 1.6).
   c. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by PBS Engineering and Environmental Inc. dated April 27, 2021 (PCM 1.7).
   d. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch

type fence shall be constructed along the following locations prior to final plat approval:

i. The east parcel line of Lots 57 and 56 adjacent to future city of Richland ROW.

ii. The west parcel line of Lot 142.

e. Please revise the lot configuration of Lots 21 and 22 and/or the 20′ walking trail easement as the County discourages the use of flag lots and the 20′ walking trail easement further encroaches on the limited access.

f. Please show the following roads on the plat map:

i. Haystack Street from Lot 98-103;

ii. Harvest Ridge Loop′s double connection to the future City of Richland street.

g. Please update the potable water supply to reflect: Badger Mountain Irrigation District.

h. Please amend the reference to the adjacent interstate on the plat vicinity map to read "I-82."

i. Upon review of the proposed road names, Market Street will need to be renamed. Please submit three proposed road names for the road section to be reviewed and approved by the County prior to final plat.

j. The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

k. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

l. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

m. Please ensure there is a subdivision title block located in the bottom right-hand corner of the final plat map.

n. Please include the following signatures blocks on the final plat:

i. Owner/Notary

ii. Chairman of the Benton County Board of County Commissioners

iii. Chairman of the Benton County Planning Commission

iv. Benton County Engineer

v. City of Richland Public Works

vi. Benton PUD

vii. Benton-Franklin Health District

viii. Badger Mountain Irrigation District

ix. Summit View Water Works

x. Benton County Treasurer

xi. Benton County Assessor

o. The following notes shall be placed on the final plat:

i. "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".

ii. "Address numbers [noted in brackets] are subject to change until the exact location of access onto the short plat is determined."

iii. "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."

iv. "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from Badger Mountain Irrigation District services."

v. "This short plat is not located within an irrigation district; however, irrigation water is provided by Summit View Water Works."

vi. "I-82 is an existing facility, and the approval of this subdivision proposes a more noise-sensitive land use. Future residents should be aware this is an area with existing traffic noise. It should also be expected for traffic noise to continue to grow into the future, and, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth."

10. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

11. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

12. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

13. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

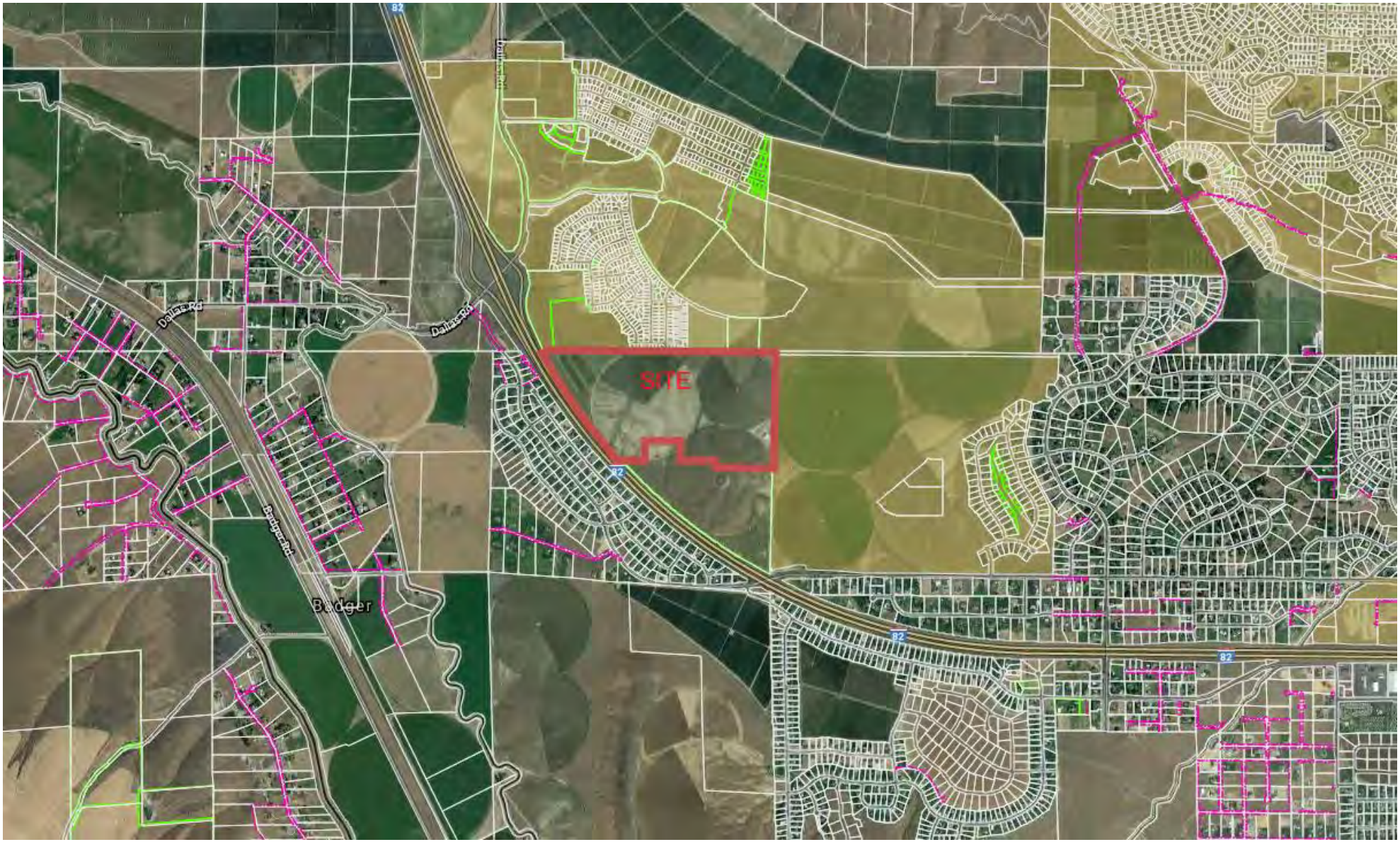
14. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

15. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
16. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
17. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
18. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
19. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a recommendation of approval to the Benton County Board of Commissioners for Application SUB 2022-001/EA 2022-013, subject to the seven (7) findings of fact and nineteen (19) conditions of approval as stated in the staff memo (PCM 1.1) dated June 13, 2022, which includes the preliminary plat approval for 101 residential lots and that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for approval that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

SUB 2022-001/EA 2022-013 Harvest Ridge Phase 2
April 27, 2022



VI Plat Map mitte 5-19-22

PCM 1.5

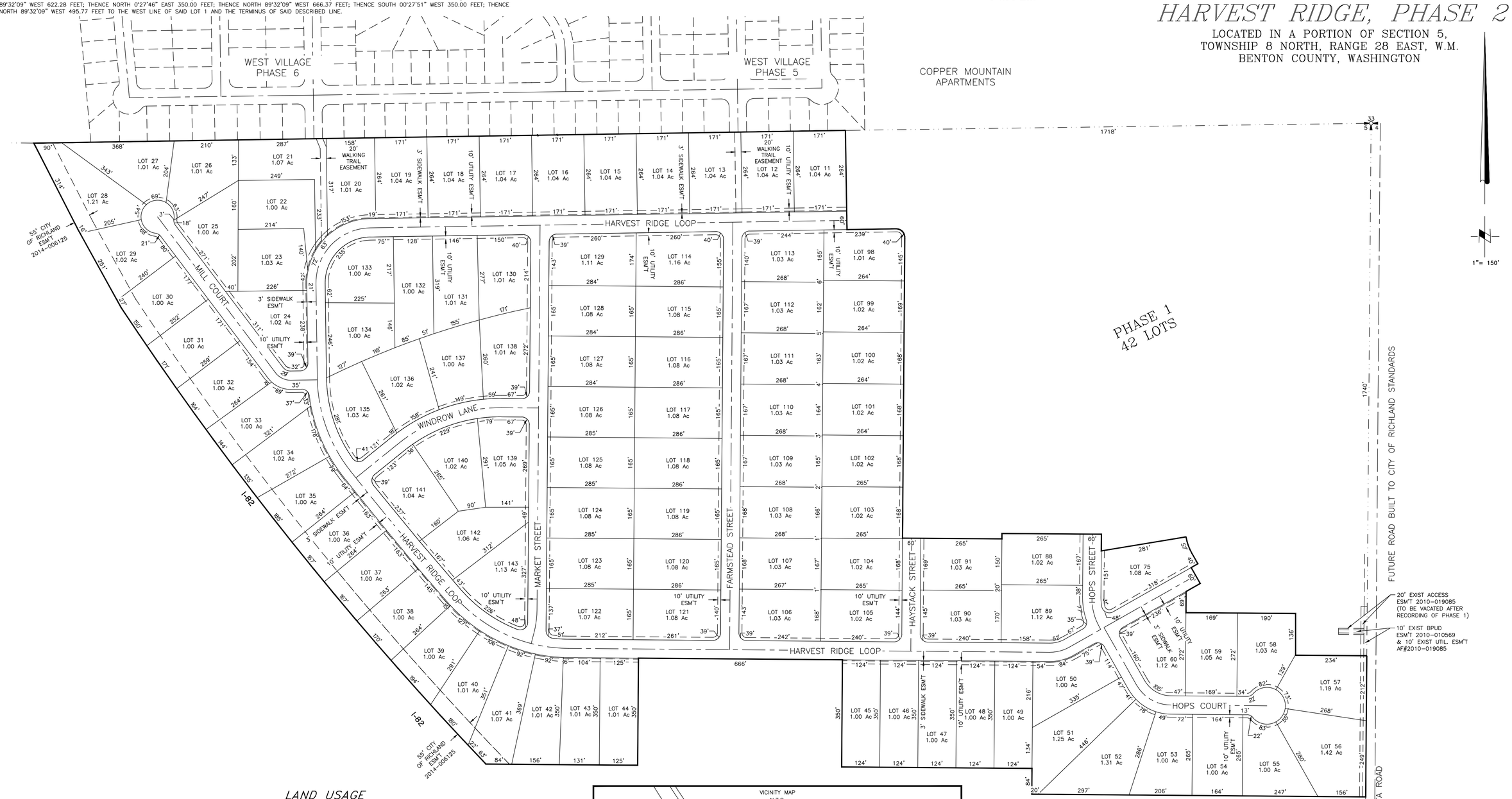
PRELIMINARY PLAT OF HARVEST RIDGE, PHASE 2

LOCATED IN A PORTION OF SECTION 5,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF LOT 1, PLAT OF THE RIDGE AT REATA WEST PHASE 1, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2012-034163, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN SECTION 5, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 (SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 5); THENCE SOUTH 00°27'45" WEST 2200.66 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°32'10" WEST 1090.85 FEET; THENCE NORTH 00°27'46" EAST 84.01 FEET; THENCE NORTH 89°32'09" WEST 622.28 FEET; THENCE NORTH 0°27'46" EAST 350.00 FEET; THENCE NORTH 89°32'09" WEST 666.37 FEET; THENCE SOUTH 00°27'51" WEST 350.00 FEET; THENCE NORTH 89°32'09" WEST 495.77 FEET TO THE WEST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID DESCRIBED LINE.



DEVELOPER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

OWNER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

PREPARED BY

ROGERS SURVEYING INC.
1455 COLUMBIA PARK TRAIL-STE 201
RICHLAND, WASHINGTON 99352
509-783-4141 (OFFICE)
509-783-2994 (FAX)

LAND USAGE

GROSS PLANNING AREA	=	120.90 ACRES
11,414 LINEAR FEET PLAT STREETS	=	15.28 ACRES
NET PLANNING AREA		= 105.62 ACRES

105.62 ACRES X 43560 SQ. FT. / 101 LOTS = 45,485 SQ. FT. = 1.04 ACRES AVERAGE LOT SIZE

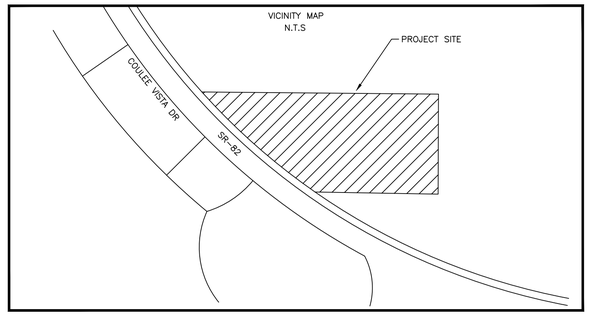
1.42 ACRES LARGEST LOT (56)

1.00 ACRES SMALLEST LOT (37)

ZONING = RURAL LANDS 1

WATER SUPPLY = SUMMIT VIEW WATER WORKS

SEWAGE DISPOSAL = INDIVIDUAL SEPTIC SYSTEMS



PRELIMINARY

DAVID P. BAALMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

150 75 0 150 300 450
SCALE IN FEET

SHEET 1 OF 1

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

05-18-22 DRN BY: DPB/ALM 05520-HR-PH2-REV.DWG

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 1.3

NOTICE OF PUBLIC HEARINGS

NOTICE OF HEARINGS BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a special meeting on June 21, 2022, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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 Friday June 17, 2022.

SUB 2022-001 - The preliminary plat of Harvest Ridge Phase 2 the subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres by Geoff Clark dba Candy Mountain, LLC. The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase

1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

SUB 2022-002 - The preliminary plat of Cottonwood Creek Phase 4 by Badger Properties II for the subdivision of approximately 25.58 acres into 13 residential lots with an average lots size of 1.72 acres. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

NOTICE IS FURTHER GIVEN that the proposed subdivision applications have been reviewed under the requirements of the State Environmental Policy Act and Mitigated Determinations of Non-Significance (MDNS) were issued on June 3, 2022. 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 Friday June 17, 2022.

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 proposals to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 3rd day of June 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: June 8, 2022

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SUB 2022-001

RECEIVED
APR 11 2022
Benton Co. Planning Dept.

Subdivision Name: Harvest Ridge Ph.2

1. Applicant Name: Geoff Clark
   Applicant Address: PO Box 1307 Gig Harbor, WA 98335
   Telephone number: Home _____ Work 325-677-3402

2. If you wish to be contacted via email, please list your email address: _____
   thefourcs@comcast.net

3. Legal Owners Name: Candy Mountain LLC
   Legal Owners Address: _____
   Telephone number: Home _____ Work _____

4. Name and address of land surveyor David Baalman, PLS Rogers Surveying Inc
   _____
   Telephone 509-783-4141

5. Name and address of engineer _____
   _____
   Telephone _____

6. Parcel number and Legal description of property included in the preliminary plat:
   1-0588-1402-0000-001 52
   See face of prelminary plat for legal description

7. **Land Use Information:**
   a. Total area involved 120.90 AC
   b. Total number of lots 101
   c. Smallest lot area 1.00 AC
   d. Average lot area 1.05 AC

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Candy Mountain LLC

By: Kirk A Rathbun, Managing Member
(print name) (Title)

Signature: [signature], Managing Member
(Signature) (Title)

The above signed officer of CANDY MOUNTAIN LLC (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit KIRK A. RATHBUN 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 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.

FEE: $1,000.00, plus $50.00 per lot submitted with the application. Checks are to be **made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.**

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning _____Comp Plan Designation_____

To view complete packet, call Commissioners' office at 509.786.5600

EXHIBIT LIST FOR SUB 2022-002/EA 2022-015
Preliminary Plat of Cottonwood Creek Ph. 4

			DATED
Planning Commission Memo Exhibit List -June 21, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	June 13, 2022
	PCM 1.2	Site Map	May 3, 2022
	PCM 1.3	Notice of Public Hearing	June 3, 2022
		APPLICATION SUBMITTAL	
	PCM 1.4	Subdivision Application	April 25, 2022
	PCM 1.5	Plat Map	April 26, 2022
	PCM 1.6	Preliminary Stormwater Report	March 1, 2022
	PCM 1.7	BC Water Service Letter	January 3, 2022
		SEPA INFORMATION	
	PCM 1.8	Environmental Checklist EA 2022-015	April 15, 2022
	PCM 1.9	Notice of Application	April 27, 2022
	PCM 1.10	Mitigated Determination of Non Significance	June 3, 2022
		COMMENTS	
	PCM 1.11	Benton Franklin Health District	March 9, 2022
	PCM 1.12	Benton PUD Comments	May 9, 2022
	PCM 1.13	Benton Clean Air Agency	May 9, 2022
	PCM 1.14	Dept. of Ecology	May 18, 2022
	PCM 1.15	Benton County Public Works	May 23, 2022
	PCM 1.16	Benton County Fire Marshal	May 23, 2022
	PCM 1.17	Dept. of Transportation	May 25, 2022
	PCM 1.18	Kennewick Irrigation District-Prelimanary comments	May 31, 2022
	PCM 1.19	Kennewick Irrigation District-Final comments	June 14, 2022
	PCM 1.20	Benton County Public Works - SEPA Comments	May 23, 2022
	PCM 1.21	KID SEPA Comments	May 25, 2022
Board of County Commissioners Memo Exhibit List - 7-26-22			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	July 12, 2022
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	Planning Commission Findings of Fact, Recommendation	June 21, 2022
	BCCM 1.4	Audio Recording of the Planning Commission hearing	June 21, 2022

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:	July 26, 2022 **Memo Date:** July 12, 2022
Subject:	Closed Record Appeal Hearing for SUB 2022-002Preliminary Plat of Cottonwood Creek Phase 4 - Applicant: Jerritt Wiser
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
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

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 25.58 acres into 13 residential lots. The preliminary plat is known as Cottonwood Creek Phase 4. The land is zoned Rural Lands One-Acre District. The average lot size in the development is approximately 1.72 acres and the lots are proposed to be served by a new public road, potable water from BC Water, and individual septic systems. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

On June 21, 2022, at the conclusion of the open record hearing, the Planning Commission voted (5-0, with 2 members absent) to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and eighteen (18) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, July 26, 2022, at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: **Unknown**

Fund: **Unknown**

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 5-0, with 2 members absent to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and eighteen (18) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Department recommendation**:**

It is the Planning Department's recommendation that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning Commission's Recommendation, Findings of Fact and Conditions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Cottonwood Creek Phase 4 - SUB 2022-002 with the seven (7) findings of fact and eighteen (18) conditions of approval as recommended by the Planning Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2022-002 – COTTONWOOD CREEK PHASE 4. APPLICANT: BADGER PROPERTIES II, PARCEL NUMBER: 111883030000034

WHEREAS, the Legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, June 8, 2022; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (May 6, 2022); publication of Notice of Application (May 11, 2022) and Legal Notice in the Prosser Record Bulletin (June 8, 2022); and,

WHEREAS, the Planning Commission held a public hearing on June 21, 2022 at 6:00 p.m., in person and via a WebEx virtual meeting format and all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing; and,

WHEREAS, in an effort to continue to provide public access to the Planning Commission meetings the meetings are being provided with in-person, telephonic and video access to view and provide testimony during the meeting; and,

WHEREAS, the Planning Commission at the open record hearing held on June 21, 2022, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Cottonwood Creek Phase 4 - SUB 2022-002; and,

WHEREAS, the Planning Commission entered its recommendation, written findings of fact, and conditions of approval concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments based upon the record at a Closed Record Appeal Hearing on Tuesday, July 26, 2022; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conditions of Approval as their own (kept in File No. SUB 2022-002 in the Planning Division records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Cottonwood Creek Phase 4 - SUB 2022-002 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts the Planning Commission's Findings of Fact & Conditions of Approval as their own regarding the Preliminary Plat of Cottonwood Creek Phase 4 - SUB 2022-002 subject to the seven (7) findings of fact and eighteen (18) conditions of approval as stated in the staff memo (PCM 1.1) dated June 13, 2022, and hereby approves the preliminary plat.

Dated this 26th day of July 2022.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

MC

Cottonwood Creek Phase 4 Prel. Plat SUB 2022-002/EA 2022-015

PCH 1.2

5/3/2022, 9:56:02 AM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

© OpenStreetMap (and) contributors, CC-BY-SA

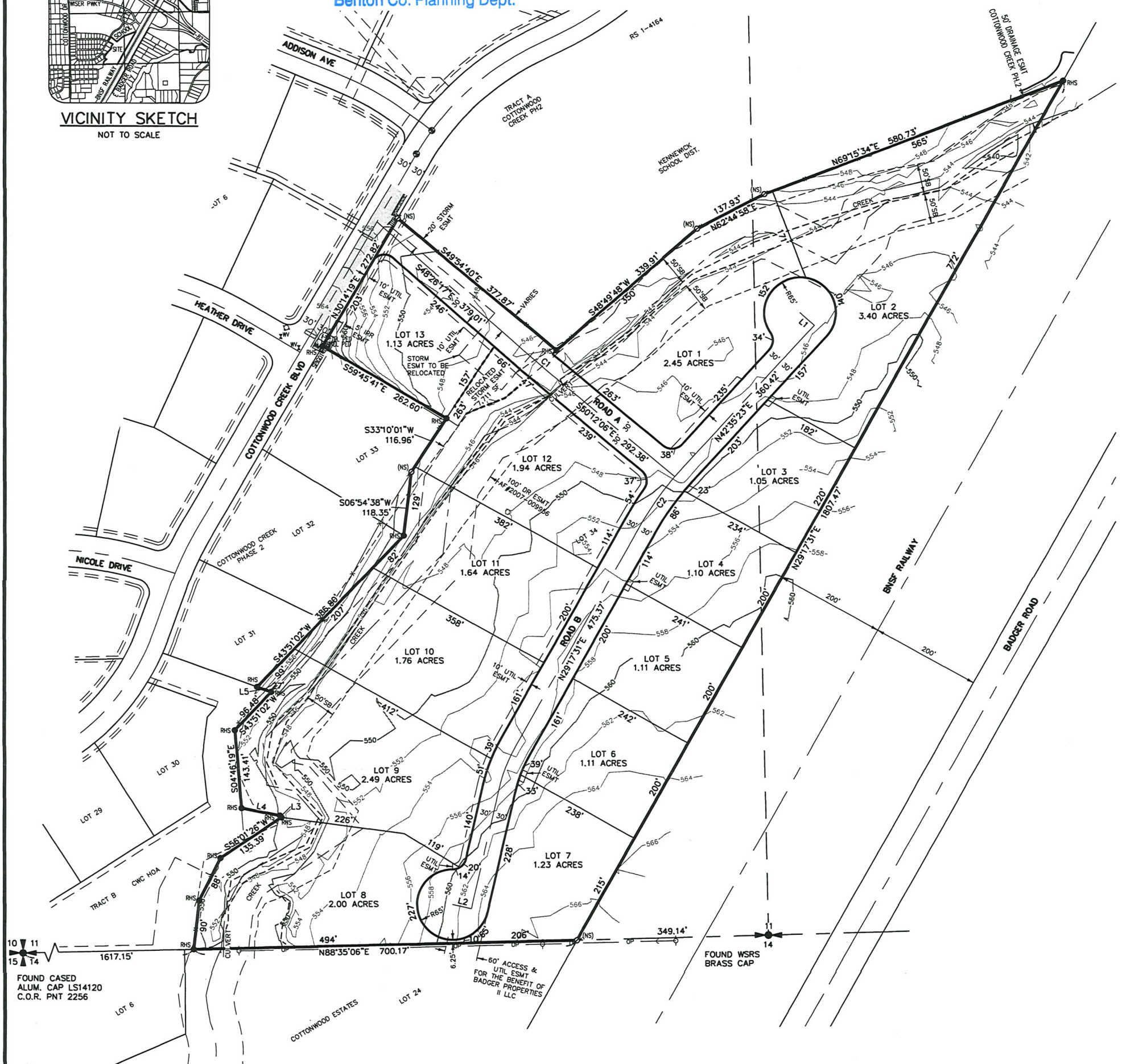
RECEIVED
APR 26 2022
Benton Co. Planning Dept.

PRELIMINARY PLAT OF

COTONWOOD CREEK PHASE 4

SOUTH HALF OF SEC. 11, T.08N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON

VICINITY SKETCH
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	46.17	1500.00	1°45'49"	S49°19'11"E	46.17
C2	115.87	500.00	13°16'40"	S35°57'03"W	115.61

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	35.00	S47°24'37"E
L2	35.00	S77°09'56"E
L3	3.99	S40°58'09"E
L4	72.34	S79°10'38"E
L5	27.38	S70°13'32"E

DESCRIPTION

LOT 34 OF THE PLAT OF COTTONWOOD CREEK PHASE 2, AUDITORS FILE NUMBER 2007-038954, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83(11). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 2252, 2253 AND 2256 CONTROL POINTS. PROJECTED TO GROUND AT POINT 2256

GROUND DISTANCES ARE SHOWN HEREON.

SURVEYOR NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATIONS OF SAID UTILITIES WERE DERIVED FROM FIELD ASBUILT OBSERVATIONS.

2. THE CONTOURS SHOWN WERE DERIVED FROM DIRECT FIELD OBSERVATIONS. ACCURACY OF SHOWN CONTOURS MEET OR EXCEED THE US NATIONAL MAP ACCURACY STANDARDS, OF ONE-HALF THE CONTOUR INTERVAL.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE STRATTON SURVEYING AND MAPPING PC MAKES NO GUARANTEE THAT ALL ITEMS OF RECORD AFFECTING THE PROPERTY ARE SHOWN HEREON.

5. THIS IS A TOPOGRAPHIC MAP. THIS IS NOT A BOUNDARY SURVEY AND IS ONLY INTENDED TO DEPICT THOSE TOPOGRAPHIC FEATURES OR IMPROVEMENTS SHOWN HEREON. THE PROPERTY LINES SHOWN ARE RECORD LINES AND ARE ONLY SHOWN FOR GRAPHICAL REFERENCE.

6. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR THE USE AND AID IN THE DESIGN OF A PRELIMINARY PLAT.

7. FIELD WORK COMPLETED 12/01/21.

NOTES

LOTS
NUMBER OF LOTS: 13 LOTS
LOT SIZE SMALLEST: LOT 13, 1.13 ACRES
LOT SIZE LARGEST: LOT 2, 3.40 ACRES
LOT SIZE AVERAGE: 1.72 ACRES
TOTAL PLAT ACREAGE: 25.58 ACRES

ROADS
ROAD LINEAR FEET: 2048 FT
ROAD AREA: 3.17 ACRES

ZONING
RL-1
-MINIMUM PARCEL SIZE ONE 1 ACRE/ 43,560 SF
-LOT WIDTH, EACH PARCEL SHALL HAVE AN AVERAGE LOT WIDTH OF NOT LESS THAN NINETY (90) FEET. PER BCC CHAPTER 11.14

UTILITIES
WATER: BADGER WATER
POWER: BENTON PUD
TELEPHONE: CHARTER
SEWER: ON-SITE
GAS: CNG

DEVELOPER/OWNER
BADGER PROPERTIES II LLC

FUTURE ROAD EXTENSION
LOTS 7 & 8 WILL RELINQUISH THE RIGHT TO PROTEST A FUTURE ROAD EXTENSION BY A NOTE ON THE FINAL PLAT.

LEGEND

- RHS● = FOUND 5/8" REBAR W/YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- ● = FOUND AS INDICATED
- (NS)Ø = NOT FOUND OR SET
- = FOUND AS INDICATED
- = CONCRETE CURB AND GUTTER
- = IRRIGATION VALVE
- = POWER POLE W/ GUY WIRE
- = POWER SWITCH
- = LIGHT POLE, PARKING
- = POWER TRANSFORMER
- P = POWER VAULT
- = SIGN
- = STORM CATCH BASIN
- = STORM MANHOLE
- TEL PEDO = TELEPHONE PEDESTAL
- WV = WATER VALVE
- WM = WATER METER
- = WATER FIRE HYDRANT
- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- OP OP = POWER LINE OVERHEAD
- = CONCRETE
- = ASPHALT

SCALE 1" = 100'
0 100 200 300

BASIS OF BEARING
WA STATE GRID
NAD83 PER C.O.R. CONTROL FILE

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL FILE
PNT NO.2252
NAVD 88 DATUM
ELEV=601.42

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

DEREK C. INGALBE
STATE OF WASHINGTON
46886
REGISTERED
PROFESSIONAL LAND SURVEYOR
4/15/22

PRELIMINARY PLAT FOR
BADGER PROPERTIES II

STRATTON SURVEYING & MAPPING P.C.
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurvey.com

2245PP3B.DWG	© 2022
DATE: 04/15/22	SHT. 1 OF 1
DRAWN BY: DCI	JOB # 2245

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the preliminary plat of Cottonwood Creek Ph 4 by Badger Properties II, located in Section 11, Township 8 North, Range 28 East. W.M.

SUB 2022-002
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

SUB 2022-002, a proposal by Badger Properties II, for the preliminary plat of Cottonwood Creek Phase 4, a subdivision of approximately 25.58 acres into 13 residential lots with an average lot size of 1.72 acres on parcel number 1-1188-303-0000-034 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on May 11, 2022; and,

WHEREAS, an open record public hearing was held on June 21, 2022 at 6:00 p.m. and was conducted through an online, virtual meeting platform. Planning Commissioners and staff joined remotely in order to comply with Governor Inslee's Proclamation 20.28.4 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to virtually attend and comment through video and telephonic access to the meeting; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Marjorie Kaspar, Odalys Lopez, Lorna Zaback, and Brian Skeels; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on June 21, 2022; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted with five members present and two absent to recommend approval with the findings of fact as outlined in the staff memo dated June 13, 2022; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions

and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 25.58-acre site is bordered on the north, south, and west by land zoned Rural Lands One Acre District and on the east by land zoned Rural Lands Five Acre District.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated for infill development in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;
        v. The smallest lot size is 1.13 acre and the average lot size for this plat is 1.72 acres;
        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
        vii. The creation of 13 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. Benton County Public Works Department required the relocation of a drainage easement and the payment of traffic mitigation fees;

2. The Benton County Fire Marshal required the plat to meet the requirements of BCC 3.18.045 for Private Roads and Driveways for all lots;

3. Benton Clean Air Agency has required that fugitive dust emissions be controlled onsite and that a written dust control plan be in place prior to ground disturbing activities; and

4. State of Washington Department of Transportation recommended the County require the proponent to contribute towards the county's planned improvements at Exit 109, in proportion to their impact.

iii. An MDNS with mitigation/conditions (PCM 1.10) was issued for the project on June 3, 2022.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

   a. The creation of 13 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

   b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by Badger Water Co. for potable and irrigation water and individual septic systems;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and have no objection's provided water is provided by BC Water and sanitary services are provided by individual septic systems; and

      iii. The Benton County Fire Marshal has required fire hydrants to be installed.

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space, however there is open space land from a prior phase (Cottonwood Creek Phase 2) adjacent to the subject property.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. MacKay Sposito prepared a preliminary stormwater drainage report for the applicants of Cottonwood Creek dated April 1, 2022 (PCM 1.6). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15).

   d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

      i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be

complied with including the construction and dedication of new public roads; and

ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.15).

e. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. Potable water is proposed to be served by BC Water Co. BC Water Co has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

iii. The Benton Franklin Health District has no objections provided a public water supply and onsite sewage disposal systems are provided to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, there are existing sidewalks adjacent to the subject property for Cottonwood Elementary School.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

a. BC Water has reviewed the application and indicated that it has no objection to the 13 lots connecting to BC Water Co. potable water.

7. This plat is within the Kennewick Irrigation District however, irrigation water is proposed to be served by a private water system, BC Water Co., and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

   a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

   b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

   c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

   d. The pavement return radius at all intersections shall be a minimum of 35 feet.

   e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

   f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

   g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

   h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping

may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. Dedicate 60' of right of way to Benton County for road purposes. (The plan shows 30 feet each side of centerline with no description of what the 30 feet is for).

k. Provide a cross walk at the intersection of road "A" and Cottonwood Creek Blvd

l. The existing storm drain catch basin at the entrance of the proposed road "A" shall be removed or relocated outside of traveled way. The storm water from Cotton Wood Creek Blvd. currently collected and diverted by this storm drain shall be addressed as part of the relocation/removal. Provide engineering calculations.

m. The site plan for this subdivision shows a "20' storm easement" within the proposed 60' road right-of-way for Road A. The drainage easement shall be relocated outside of the road right-of-way. Provide engineered documentation and plans to support the location, size, and future stormwater flow impacts for this development.

n. The "60' Access and utility easement for the benefit of Badger Properties" at the South end of road B shall be dedicated to the County for road purposes instead.

o. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

p. Add the following notes to the face of the final plat:

- Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
- Road approaches shall not be permitted directly across roadway tee intersections.
- Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
- No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

- Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.
- All lots within this subdivision are subject to a three thousand five hundred ($3,500) traffic mitigation fee. Such fee shall be due and payable prior to issuance of any Building Permit or Road Approach Permit.

q. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Washington State Department of Transportation**, including the following:
   a. The subject property is in the immediate vicinity of Interstate 82 (I-82) and the Exit 109 interchange. WSDOT is not opposed to this project, or other developments along Wiser Parkway; however, they are concerned with the cumulative impact developer driven traffic is having on this interchange. Consistent with their comments regarding other proposals in the area, WSDOT recommends the County require the proponent to contribute towards the county's planned improvements at Exit 109, in proportion to their impact.
   b. Please contact Jacob Prilucik at 509-225-0637 for more information.
3. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems and public water supply provided:
   a. All lots shall have a minimum of 1/2 acre in size and contain a minimum of 20,000 square feet of usable land area.
   b. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.
   c. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.
   d. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.
   e. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

f. The following statement is placed on the plat:

"This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

g. Please contact Justin Gerber at 509-460-4330 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton PUD** including the following:

   a. A power layout was submitted to the developer which is not reflected on the submitted plans.

   b. Benton PUD will require a 10-foot utility easement along all road frontages.

   c. For more information, please contact Tina Glines at 509-582-1241.

5. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. Applicant will be required to meet the requirements of BCC 3.18.045 for Private Roads and Driveways on each newly created lot.

   b. Prior to final plat approval, the following shall be required:

      - Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.
      - Water system plans shall be approved in writing by the Benton County Fire Marshal.
      - The approved water system shall be installed prior to final plat approval, or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
      - Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

   c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

e. Water mains shall meet the standards of Benton County Code 3.18.035.

f. Fire hydrants shall meet the standards of Benton County Code 3.18.036.

g. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

h. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.

i. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.

j. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.

k. Purveyor requirements shall comply with Benton County Code 3.18.040.

l. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

6. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

b. The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

c. In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

d. More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

e. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

7. Applicant shall meet and comply with the requirements of the **Kennewick Irrigation District** including the following:

The property identified on the proposed Preliminary plat is located within the boundaries of KID. The property within this Preliminary plat is not classified as irrigable land. Accordingly, KID provides the following comments to be included as required conditions of approval by the legislative authority under RCW 58.17 .310(2):

a. The plat shall include the following irrigation easements consistent with KID requirements:

- On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage or access easements of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement. "

b. KID asserts rights to recapture artificially stored groundwater within KID Boundaries, particularly within the Pasco Gravel units' groundwater aquifer. KID opposes the use of domestic wells drilled within the Badger Coulee shallow aquifer. KID is confident that its position regarding the artificially stored groundwater in the perched aquifer is supported by the facts and the law. A RH2 Engineering report titled, "Badger Coulee Recapture of Artificially-stored Project Water Report", clearly states that the Pasco Gravels is artificially stored water which KID asserts rights to recapture.

- KID understands the existing potable water distribution system well is drilled into the lower aquifer and does not impact the Badger Coulee shallow aqu(fer. Use of the existing well for domestic water is uncontested by KID.

In addition, pursuant to RCW 58.17.310 (1), KID would like to inform the County of the following information regarding the effect of the proposed preliminary plat upon the structural integrity (including lateral support) of KID's facilities, other risk exposures, and the safety of the public and irrigation district, and related conditions of approval that KID deems to be necessary as a result:

c. The East Badger ("West Fork Amon") Drain runs longitudinally through the subject property. It is the position of KID that (a) the East Badger Drain is not a water of the United States and is not within the jurisdiction of the Clean Water Act (CWA); and, alternatively, (b) the proposed construction of an engineered crossing in the East Badger Drain by a private developer is exempt from 404 permitting as a construction activity in an irrigation ditch that will not cause a change in the use of the East Badger Drain.

- The East Badger Drain is Not a Water of the United States

1. It is the position of KID that the East Badger Drain is an irrigation ditch that is not a water of the United States. The East Badger Drain was constructed in the 1950s as a part of the drainage system for the Kennewick Division of the United States Bureau of Reclamation (Reclamation). Prior to the application of irrigation water to the lands in Badger Coulee, the presence of any water in what is now the East Badger Drain would have been ephemeral in nature and in response to a sustained and voluminous precipitation event, such as rain-on-snow. It was a dry wash in an arid desert that receives on average 7-inches of precipitation in a year. Today, to the extent that any flows are present in the East Badger Drain, they are KID irrigation return flows. Furthermore, even when some irrigation return flows are present in parts of the East Badger Drain during irrigation season, there are hydrological breaks in which surface water is not present. There is no direct connection to perennial waters located further downstream.

2. In their proposed revised definition of the "Waters of the United States", the U.S. Army Corps of Engineers and the Environmental Protection Agency (the "agencies") state the following:

   The preamble to the 1986 regulations explains that "[n]on-tidal drainage and irrigation ditches excavated on dry land" are generally not considered "waters of the United States. " 5 l FR 4 l 2 l 7. The agencies shifted this approach slightly in the Rapanos Guidance and explained that "ditches (including roadside ditches) excavated wholly in and draining only uplands and that do not carry a relatively permanent flow of water are generally not waters of the United States." Rapanos Guidance at l 1-12. The agencies explained that these features are generally not considered "waters of the United States" "because they are not tributaries or they do not have a significant nexus to downstream traditional navigable waters." Id.

   The agencies intend to continue implementing the approach to ditches described in the Rapanos Guidance. This approach is more consistent with the relatively permanent standard than the approach in the preamble to the 1986 regulations. Consistent with previous practice, ditches constructed wholly in uplands and draining only uplands with ephemeral flow would generally not be considered "waters of the United States."

   Revised Definition of the "Waters of the United States", 86 Fed. Reg. 69,433 (December 7, 2021).

3. KID's approach to the East Badger Drain aligns with the agencies Rapanos guidance. The East Badger Drain is a ditch "excavated wholly

in and draining only uplands and...do[es} not carry a relatively permanent flow of water."

- The Construction of an Engineered Crossing Does Not Convert the Use of the East Badger Drain

1. Even if the East Badger Drain were erroneously considered a water of the United States, the proposed construction of an engineered crossing in the East Badger Drain is exempt from 404 permitting as a construction activity in an irrigation ditch that will not cause a change in the use of the East Badger Drain.

2. As it is reflected in the Joint Memorandum to the Field Between the U.S. Department of the Army, Corps of Engineers and the U.S. Environmental Protection Agency Concerning Exempt Construction or Maintenance of Irrigation Ditches and Exempt Maintenance of Drainage Ditches under Section 404 of the Clean Water Act (July 24, 2020), 404(f) has a recapture provision that is designed to override the permitting exemptions in section 404(f)(1).

   It states the following: Any discharge of dredged or fill material into the navigable waters incidental to any activity having as its purpose bringing an area of the navigable waters into a use to which it was not previously subject, where the flow or circulation of navigable waters may be impaired or the reach of such waters be reduced, shall be required to have a permit under this section. 33 U.S.C. 1344(f)(2).

3. The construction of an engineered crossing will not be bringing an area of navigable waters into a use to which it was not previously subject. The East Badger Drain will remain a drain. Water, if present, will continue to flow through it. Furthermore, the flow of any waters present in the drain will not be impaired and the reach of those waters will not be reduced because of the construction of an engineered crossing. If anything results from the construction of an engineered crossing, it would be the increased reach of any irrigation return waters present in the drain.

4. The recapture provision in 404(f) is particularly concerned with the conversion of waters into dry land and the blockage of waters. Senator Muskie, one of the primary sponsors of the CWA, explained the scope and intention of the recapture provision:

   New subsection 404(f) provides that Federal permits will not be required for those narrowly defined activities that cause little or no adverse effects either individually or cumulatively. While it is understood that some of these activities may necessarily result in incidental filling and minor harm to aquatic resources, the exemptions do not apply to discharges that convert extensive areas of water into

dry land or impede circulation or reduce the reach or size of the water body. A Legislative History of the Clean Water Act of 1977: A Continuation of the Legislative History of the Water Pollution Control Act, at 474 (1978).

5. The construction of an engineered crossing will not "convert extensive areas of water into dry land or impede circulation or reduce the reach or size" of any waters in the East Badger Drain.

- Conclusion

1. The East Badger Drain is not a water of the United States subject to 404 permitting.
2. In addition, standard maintenance and construction activities in and around irrigation ditches have and continue to be exempt from the Clean Water Act. Thus, even if the East Badger Drain was erroneously considered a water of the United States, the construction of an engineered crossing in an irrigation ditch such as East Badger Drain constitutes a standard construction activity that is not subject to the recapture provision of 33 U.S. C. 1344(f)(2).

d. KID requests the following in relation to the East Badger Drain:

- KID review and approval of grading and construction plans is required to allow KID to ensure road crossings over the East Badger Drain maintain adequate flows. Such review and approval will be coordinated as part of the County's review and Preliminary Plat approval process.

1. The Storm Report submitted as a part of the preliminary plat recommends sizing the culverts for Road A based on the 25-year event. KID requests the developer design the crossing/or the 100-year storm event.

- Design considerations for proposed sanitary sewer infrastructure within this development shall include the potential for sewer effluent leakage and seepage into the East Badger Drain, and mitigation measures to prevent such.
- The East Badger Drain is connected to waters of the United States. Mitigation to prevent storm water from entering the East Badger Drain from the subject development is required.

1. Stormwater systems for the project shall be designed to retain, at minimum, a 100-year storm event above the East Badger Drain.

Finally, KID requests the following additional conditions of Preliminary Plat approval:

e. The following fees for review must be paid prior to KID signature on the Preliminary Plat:

- A Preliminary Plat review fee (at the time of application, fee is $175.00).

- Fees are subject to change and depend on the date the Preliminary Plat is submitted for final approval.
- Please call KID customer service at the number listed above to arrange for payment. Payment may be made by 1) check via mail, 2) check over the phone, 3) check placed in the KID drop-box, and 4) credit card over the phone (please note there is a 2. 75%surcharge added to all credit card transactions).

f. Please include the following irrigation title block on future final plats related to the proposed preliminary plat:
   - I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PRELIMINARY PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

g. All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of one week prior to a regularly scheduled Board Meeting to be considered at that meeting. This change can potentially extend the approval process by a minimum of one week.

h. Please contact Jason McShane at (509) 586-9111 for more information.

8. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 3, 2022 (PCM 1.10).
      - Benton County Public Works recommendation as outlined in their letter dated May 23, 2022 (PCM 1.15);
      - Kennewick Irrigation District recommendation as outlined in their letter dated May 25, 2022 (PCM 1.18);
      - Benton Clean Air Agency recommendation as outlined in their letter dated May 9, 2022 (PCM 1.13);
      - Benton County Fire Marshal recommendation as outlined in their letter dated May 11, 2022 (PCM 1.16); and

- State of Washington Department of Transportation recommendation as outlined in their letter dated May 25, 2022 (PCM 1.17).

b. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by MacKay Sposito dated April 1, 2022 (PCM 1.6).

c. Please show building envelopes on the final plat containing the following setbacks:

    - Front: fifty-five (55) feet from the centerline of any public road right-of-way or twenty-five (25) feet from the property line bordering any public road right-of-way, whichever is greater;
    - Rear: twenty-five (25) feet from the rear property line;
    - Side: ten (10) feet from the side parcel lines; and
    - Outside of all easements and associated setbacks.

d. Please revise the spelling of Cottonwood in the title block.

e. Please replace the reference to Cottonwood Creek Ph 2 with an Auditor File Number for the 50' drainage easement on the northern portion of the development.

f. Please propose 3 road names for each new road within the plat to be reviewed and approved by the Benton County GIS Department prior to final plat.

g. The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

h. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

i. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

j. Please include the following signatures blocks on the final plat:

    - Owner/Notary
    - Chairman of the Benton County Board of County Commissioners
    - Chairman of the Benton County Planning Commission
    - Benton County Engineer
    - Benton PUD
    - Benton-Franklin Health District
    - Kennewick Irrigation District
    - BC Water Co.

- Benton County Treasurer
- Benton County Assessor

k. The following notes shall be placed on the final plat:

- "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
- "Address numbers [noted in brackets] are subject to change until the exact location of access onto the short plat is determined."
- "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."
- "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from BC Water Co. services."
- "Potable and irrigation water are provided by BC Water Co. for this plat."
- "This plat shall not have access to Badger Road."

9. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
10. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
11. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
12. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
13. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
14. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The

developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

15. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
16. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
17. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
18. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

6/21/2022

Lloyd Coughlin, Vice-Chairman DATE
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the June 21, 2022 Planning Commission meeting can be found at the following link:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

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:	**SUB 2022-002** **Preliminary Plat of Cottonwood Creek Phase 4**
MEMO DATE:	June 13, 2022
HEARING DATE:	June 21, 2022
APPLICANT/: OWNER	Badger Properties II; Attn: Jerritt Wiser Coldwell Banker, 8836 Gage Blvd., Ste 101B Kennewick, WA 99336
LOCATION:	The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.
PROPERTY SIZE:	Approximately 25.58 acres
AREA TO BE USED:	Approximately 22.41 acres
LAND USE:	Residential
COMP. PLAN:	Rural Transition
ZONING:	Rural Lands One Acre District
SUGGESTED STAFF RECOMMENDATION:	**Positive recommendation** subject to seven (7) findings of fact and eighteen (18) conditions of approval.

APPLICATION DESCRIPTION

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 25.58 acres into 13 residential lots. The preliminary plat is known as Cottonwood Creek Phase 4. The land is zoned Rural Lands One Acre District.

The average lot size in the development is approximately 1.72 acres and the lots are proposed to be served by a new public road, potable water from BC Water, and individual septic systems.

The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on May 11, 2022 (PCM 1.9).
2. Planning Staff mailed out review packets to technical agencies on May 6, 2022.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on June 8, 2022 (PCM 1.3).
4. Property owners within 300 feet were mailed notice on May 10, 2022.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.10) was issued on June 3, 2022.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. RCW 58.17: Plats and Subdivisions.
7. Planning Commission/Open Record Hearing:

   Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

   a. The staff report by the Planning Division,
   b. Any written comments or concerns expressed by other reviewing agencies,
   c. Oral and written testimony from persons present at the hearing; and

   If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Division: See the suggested findings of fact and conditions of approval for the Planning Division's comments and requirements.
2. Benton County Public Works Department: See comments dated May 23, 2022 (PCM 1.15).
3. Washington State Department of Transportation: See comments dated May 25, 2022 (PCM 1.17).
4. Benton County Fire Marshal: See comments dated May 23, 2022 (PCM 1.16).

5. BC Water: See comments dated January 3, 2022 (PCM 1.7).
6. Kennewick Irrigation District: See comments dated May 25, 2022 (PCM 1.18).
7. Benton PUD: See comments dated May 9, 2022 (PCM 1.12).
8. Benton Franklin Health District: See comments dated March 9, 2022 (PCM 1.11).
9. Washington State Department of Ecology: See comments dated May 18, 2022 (PCM 1.14).

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to **BCC 9.05.080, Consideration of Preliminary Subdivision**, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
    a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    c. That the proposed subdivision meets the requirements of BCC 9.05;
    d. That the public interest will be served by the proposed division and dedication;
    e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    f. That the Benton-Franklin Health District and Kennewick Irrigation District have reviewed the proposed subdivision for compliance with their rules and regulations and has not expressed objection to the proposed subdivision; and
    g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.
2. RCW 58.17.110 (1)(2)(3). Approval or disapproval of subdivision - factors to be considered-conditions of approval.

RECOMMENDATION

Benton County Planning staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Cottonwood Creek Phase 4 - File Number SUB 2022-002.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for the application SUB 2022-002, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 25.58-acre site is bordered on the north, south, and west by land zoned Rural Lands One Acre District and on the east by land zoned Rural Lands Five Acre District.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated for infill development in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;
        v. The smallest lot size is 1.13 acre and the average lot size for this plat is 1.72 acres;
        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
        vii. The creation of 13 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:
        i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

   i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

   i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

   ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

   i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

   ii. During the SEPA comment period the following comments were received:

      1. Benton County Public Works Department required the relocation of a drainage easement and the payment of traffic mitigation fees;

      2. The Benton County Fire Marshal required the plat to meet the requirements of BCC 3.18.045 for Private Roads and Driveways for all lots;

      3. Benton Clean Air Agency has required that fugitive dust emissions be controlled onsite and that a written dust control plan be in place prior to ground disturbing activities; and

      4. State of Washington Department of Transportation recommended the County require the proponent to contribute towards the county's planned improvements at Exit 109, in proportion to their impact.

   iii. An MDNS with mitigation/conditions (PCM 1.10) was issued for the project on June 3, 2022.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

   a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

   a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

a. The creation of 13 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by Badger Water Co. for potable and irrigation water and individual septic systems;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and have no objection's provided water is provided by BC Water and sanitary services are provided by individual septic systems; and

      iii. The Benton County Fire Marshal has required fire hydrants to be installed.

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space, however there is open space land from a prior phase (Cottonwood Creek Phase 2) adjacent to the subject property.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. MacKay Sposito prepared a preliminary stormwater drainage report for the applicants of Cottonwood Creek dated April 1, 2022 (PCM 1.6). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15).

   d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

      i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of new public roads; and

      ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.15).

   e. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. Potable water is proposed to be served by BC Water Co. BC Water Co has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

iii. The Benton Franklin Health District has no objections provided a public water supply and onsite sewage disposal systems are provided to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, there are existing sidewalks adjacent to the subject property for Cottonwood Elementary School.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

a. BC Water has reviewed the application and indicated that it has no objection to the 13 lots connecting to BC Water Co. potable water.

7. This plat is within the Kennewick Irrigation District however, irrigation water is proposed to be served by a private water system, BC Water Co., and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:
    a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.
    b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.
    c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.
    d. The pavement return radius at all intersections shall be a minimum of 35 feet.
    e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.
    f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.
    g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.
    h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.
    i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.
    j. Dedicate 60’ of right of way to Benton County for road purposes. (The plan shows 30 feet each side of centerline with no description of what the 30 feet is for).
    k. Provide a cross walk at the intersection of road “A” and Cottonwood Creek Blvd

l. The existing storm drain catch basin at the entrance of the proposed road "A" shall be removed or relocated outside of traveled way. The storm water from Cotton Wood Creek Blvd. currently collected and diverted by this storm drain shall be addressed as part of the relocation/removal. Provide engineering calculations.

m. The site plan for this subdivision shows a "20' storm easement" within the proposed 60' road right-of-way for Road A. The drainage easement shall be relocated outside of the road right-of-way. Provide engineered documentation and plans to support the location, size, and future stormwater flow impacts for this development.

n. The "60' Access and utility easement for the benefit of Badger Properties" at the South end of road B shall be dedicated to the County for road purposes instead.

o. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

p. Add the following notes to the face of the final plat:

   i. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

   ii. Road approaches shall not be permitted directly across roadway tee intersections.

   iii. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.

   iv. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

   v. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

   vi. All lots within this subdivision are subject to a three thousand five hundred ($3,500) traffic mitigation fee. Such fee shall be due and payable prior to issuance of any Building Permit or Road Approach Permit.

q. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Washington State Department of Transportation**, including the following:

   a. The subject property is in the immediate vicinity of Interstate 82 (I-82) and the Exit 109 interchange. WSDOT is not opposed to this project, or other developments along Wiser Parkway; however, they are concerned with the cumulative impact developer driven traffic is having on this interchange. Consistent with their

comments regarding other proposals in the area, WSDOT recommends the County require the proponent to contribute towards the county's planned improvements at Exit 109, in proportion to their impact.

b. Please contact Jacob Prilucik at 509-225-0637 for more information.

3. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems and public water supply provided:

   a. All lots shall have a minimum of 1/2 acre in size and contain a minimum of 20,000 square feet of usable land area.

   b. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

   c. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

   d. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

   e. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

   f. The following statement is placed on the plat:

      "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

   g. Please contact Justin Gerber at 509-460-4330 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton PUD** including the following:

   a. A power layout was submitted to the developer which is not reflected on the submitted plans.

   b. Benton PUD will require a 10-foot utility easement along all road frontages.

   c. For more information, please contact Tina Glines at 509-582-1241.

5. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:
    a. Applicant will be required to meet the requirements of BCC 3.18.045 for Private Roads and Driveways on each newly created lot.
    b. Prior to final plat approval, the following shall be required:
        i. Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.
        ii. Water system plans shall be approved in writing by the Benton County Fire Marshal.
        iii. The approved water system shall be installed prior to final plat approval, or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
        iv. Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.
    c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.
    d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.
    e. Water mains shall meet the standards of Benton County Code 3.18.035.
    f. Fire hydrants shall meet the standards of Benton County Code 3.18.036.
    g. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.
    h. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.
    i. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.
    j. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.
    k. Purveyor requirements shall comply with Benton County Code 3.18.040.
    l. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

6. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

   a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

   b. The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

   c. In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

   d. More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

   e. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

7. Applicant shall meet and comply with the requirements of the **Kennewick Irrigation District** including the following:

   The property identified on the proposed Preliminary plat is located within the boundaries of KID. The property within this Preliminary plat is not classified as irrigable land. Accordingly, KID provides the following comments to be included as required conditions of approval by the legislative authority under RCW 58.17 .310(2):

   a. The plat shall include the following irrigation easements consistent with KID requirements:

      i. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage or access easements of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement. "

   b. KID asserts rights to recapture artificially stored groundwater within KID Boundaries, particularly within the Pasco Gravel units' groundwater aquifer. KID opposes the use of domestic wells drilled within the Badger Coulee shallow aquifer. KID is confident that its position regarding the artificially stored groundwater in the perched aquifer is supported by the facts and the law. A RH2 Engineering report titled, "Badger Coulee Recapture of Artificially-stored Project Water Report", clearly states that the Pasco Gravels is artificially stored water which KID asserts rights to recapture.

i. KID understands the existing potable water distribution system well is drilled into the lower aquifer and does not impact the Badger Coulee shallow aqu(fer. Use of the existing well for domestic water is uncontested by KID.

In addition, pursuant to RCW 58.17.310 (1), KID would like to inform the County of the following information regarding the effect of the proposed preliminary plat upon the structural integrity (including lateral support) of KID's facilities, other risk exposures, and the safety of the public and irrigation district, and related conditions of approval that KID deems to be necessary as a result:

c. The East Badger ("West Fork Amon") Drain runs longitudinally through the subject property. It is the position of KID that (a) the East Badger Drain is not a water of the United States and is not within the jurisdiction of the Clean Water Act (CWA); and, alternatively, (b) the proposed construction of an engineered crossing in the East Badger Drain by a private developer is exempt from 404 permitting as a construction activity in an irrigation ditch that will not cause a change in the use of the East Badger Drain.

   i. The East Badger Drain is Not a Water of the United States

      1. It is the position of KID that the East Badger Drain is an irrigation ditch that is not a water of the United States. The East Badger Drain was constructed in the 1950s as a part of the drainage system for the Kennewick Division of the United States Bureau of Reclamation (Reclamation). Prior to the application of irrigation water to the lands in Badger Coulee, the presence of any water in what is now the East Badger Drain would have been ephemeral in nature and in response to a sustained and voluminous precipitation event, such as rain-on- snow. It was a dry wash in an arid desert that receives on average 7-inches of precipitation in a year. Today, to the extent that any flows are present in the East Badger Drain, they are KID irrigation return flows. Furthermore, even when some irrigation return flows are present in parts of the East Badger Drain during irrigation season, there are hydrological breaks in which surface water is not present. There is no direct connection to perennial waters located further downstream.

      2. In their proposed revised definition of the "Waters of the United States", the U.S. Army Corps of Engineers and the Environmental Protection Agency (the "agencies") state the following:

         The preamble to the 1986 regulations explains that "[n]on-tidal drainage and irrigation ditches excavated on dry land" are generally not considered "waters of the United States. " 5 l FR 4 l 2 l 7. The agencies shifted this approach slightly in the Rapanos Guidance and explained that "ditches (including roadside ditches) excavated wholly in and draining only uplands and that do not carry a relatively permanent flow of water are generally not waters of the United States." Rapanos Guidance at l 1-12. The agencies explained that these features are generally not considered "waters of the

United States" "because they are not tributaries or they do not have a significant nexus to downstream traditional navigable waters." Id.

The agencies intend to continue implementing the approach to ditches described in the Rapanos Guidance. This approach is more consistent with the relatively permanent standard than the approach in the preamble to the 1986 regulations. Consistent with previous practice, ditches constructed wholly in uplands and draining only uplands with ephemeral flow would generally not be considered "waters of the United States."

Revised Definition of the "Waters of the United States", 86 Fed. Reg. 69,433 (December 7, 2021).

3. KID's approach to the East Badger Drain aligns with the agencies Rapanos guidance. The East Badger Drain is a ditch "excavated wholly in and draining only uplands and…do[es} not carry a relatively permanent flow of water."

ii. The Construction of an Engineered Crossing Does Not Convert the Use of the East Badger Drain

1. Even if the East Badger Drain were erroneously considered a water of the United States, the proposed construction of an engineered crossing in the East Badger Drain is exempt from 404 permitting as a construction activity in an irrigation ditch that will not cause a change in the use of the East Badger Drain.

2. As it is reflected in the Joint Memorandum to the Field Between the U.S. Department of the Army, Corps of Engineers and the U.S. Environmental Protection Agency Concerning Exempt Construction or Maintenance of Irrigation Ditches and Exempt Maintenance of Drainage Ditches under Section 404 of the Clean Water Act (July 24, 2020), 404(f) has a recapture provision that is designed to override the permitting exemptions in section 404(f)(1).

   It states the following: Any discharge of dredged or fill material into the navigable waters incidental to any activity having as its purpose bringing an area of the navigable waters into a use to which it was not previously subject, where the flow or circulation of navigable waters may be impaired or the reach of such waters be reduced, shall be required to have a permit under this section. 33 U.S.C. 1344(f)(2).

3. The construction of an engineered crossing will not be bringing an area of navigable waters into a use to which it was not previously subject. The East Badger Drain will remain a drain. Water, if present, will continue to flow through it. Furthermore, the flow of any waters present in the drain will not be impaired and the reach of those waters will not be reduced because of the construction of an engineered crossing. If anything results from the

construction of an engineered crossing, it would be the increased reach of any irrigation return waters present in the drain.

4. The recapture provision in 404(f) is particularly concerned with the conversion of waters into dry land and the blockage of waters. Senator Muskie, one of the primary sponsors of the CWA, explained the scope and intention of the recapture provision:

   New subsection 404(f) provides that Federal permits will not be required for those narrowly defined activities that cause little or no adverse effects either individually or cumulatively. While it is understood that some of these activities may necessarily result in incidental filling and minor harm to aquatic resources, the exemptions do not apply to discharges that convert extensive areas of water into dry land or impede circulation or reduce the reach or size of the water body. A Legislative History of the Clean Water Act of 1977: A Continuation of the Legislative History of the Water Pollution Control Act, at 474 (1978).

5. The construction of an engineered crossing will not "convert extensive areas of water into dry land or impede circulation or reduce the reach or size" of any waters in the East Badger Drain.

iii. Conclusion

1. The East Badger Drain is not a water of the United States subject to 404 permitting.
2. In addition, standard maintenance and construction activities in and around irrigation ditches have and continue to be exempt from the Clean Water Act. Thus, even if the East Badger Drain was erroneously considered a water of the United States, the construction of an engineered crossing in an irrigation ditch such as East Badger Drain constitutes a standard construction activity that is not subject to the recapture provision of 33 U.S. C. 1344(f)(2).

d. KID requests the following in relation to the East Badger Drain:

i. KID review and approval of grading and construction plans is required to allow KID to ensure road crossings over the East Badger Drain maintain adequate flows. Such review and approval will be coordinated as part of the County's review and Preliminary Plat approval process.

1. The Storm Report submitted as a part of the preliminary plat recommends sizing the culverts for Road A based on the 25-year event. KID requests the developer design the crossing/or the 100-year storm event.

ii. Design considerations for proposed sanitary sewer infrastructure within this development shall include the potential for sewer effluent leakage and seepage into the East Badger Drain, and mitigation measures to prevent such.

iii. The East Badger Drain is connected to waters of the United States. Mitigation to prevent storm water from entering the East Badger Drain from the subject development is required.

1. Stormwater systems for the project shall be designed to retain, at minimum, a 100-year storm event above the East Badger Drain.

Finally, KID requests the following additional conditions of Preliminary Plat approval:

e. The following fees for review must be paid prior to KID signature on the Preliminary Plat:

i. A Preliminary Plat review fee (at the time of application, fee is $175.00).

ii. Fees are subject to change and depend on the date the Preliminary Plat is submitted for final approval.

iii. Please call KID customer service at the number listed above to arrange for payment. Payment may be made by 1) check via mail, 2) check over the phone, 3) check placed in the KID drop-box, and 4) credit card over the phone (please note there is a 2. 75%surcharge added to all credit card transactions).

f. Please include the following irrigation title block on future final plats related to the proposed preliminary plat:

i. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PRELIMINARY PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

g. All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of one week prior to a regularly scheduled Board Meeting to be considered at that meeting. This change can potentially extend the approval process by a minimum of one week.

h. Please contact Jason McShane at (509) 586-9111 for more information.

8. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 3, 2022 (PCM 1.10).

i. Benton County Public Works recommendation as outlined in their letter dated May 23, 2022 (PCM 1.15);

ii. Kennewick Irrigation District recommendation as outlined in their letter dated May 25, 2022 (PCM 1.18);

iii. Benton Clean Air Agency recommendation as outlined in their letter dated May 9, 2022 (PCM 1.13);

iv. Benton County Fire Marshal recommendation as outlined in their letter dated May 11, 2022 (PCM 1.16); and

v. State of Washington Department of Transportation recommendation as outlined in their letter dated May 25, 2022 (PCM 1.17).

b. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by MacKay Sposito dated April 1, 2022 (PCM 1.6).

c. Please show building envelopes on the final plat containing the following setbacks:

i. Front: fifty-five (55) feet from the centerline of any public road right-of-way or twenty-five (25) feet from the property line bordering any public road right-of-way, whichever is greater;

ii. Rear: twenty-five (25) feet from the rear property line;

iii. Side: ten (10) feet from the side parcel lines; and

iv. Outside of all easements and associated setbacks.

d. Please revise the spelling of Cottonwood in the title block.

e. Please replace the reference to Cottonwood Creek Ph 2 with an Auditor File Number for the 50’ drainage easement on the northern portion of the development.

f. Please propose 3 road names for each new road within the plat to be reviewed and approved by the Benton County GIS Department prior to final plat.

g. The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

h. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

i. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

j. Please include the following signatures blocks on the final plat:

i. Owner/Notary

ii. Chairman of the Benton County Board of County Commissioners

iii. Chairman of the Benton County Planning Commission

iv. Benton County Engineer

v. Benton PUD

vi. Benton-Franklin Health District

vii. Kennewick Irrigation District

viii. BC Water Co.

ix. Benton County Treasurer

x. Benton County Assessor

k. The following notes shall be placed on the final plat:

i. "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".

ii. "Address numbers [noted in brackets] are subject to change until the exact location of access onto the short plat is determined."

iii. "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."

iv. "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from BC Water Co. services."

v. "Potable and irrigation water are provided by BC Water Co. for this plat."

vi. "This plat shall not have access to Badger Road."

9. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

10. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

11. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

12. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

13. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

14. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
15. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
16. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
17. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
18. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a **recommendation of approval** to the Benton County Board of Commissioners for Application SUB 2022-002/EA 2022-015, subject to the seven (7) findings of fact and eighteen (18) conditions of approval as stated in the staff memo (PCM 1.1) dated June 13, 2022, which includes the preliminary plat approval for 13 residential lots and that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for approval that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

Cottonwood Creek Phase 4 Prel. Plat SUB 2022-002/EA 2022-015

PCH 1.2

5/3/2022, 9:56:02 AM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

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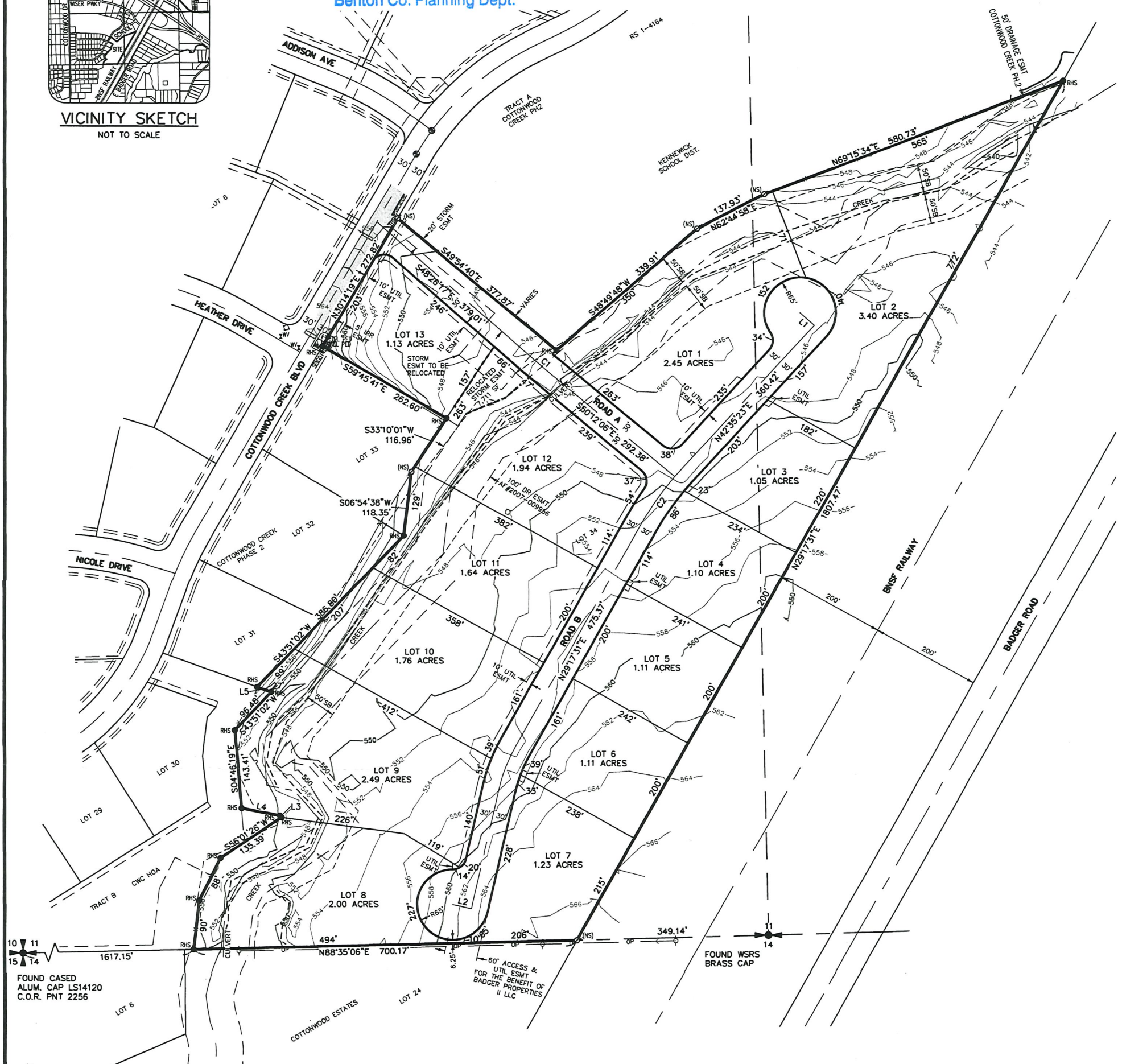
RECEIVED
APR 26 2022
Benton Co. Planning Dept.

PRELIMINARY PLAT OF

COTONWOOD CREEK PHASE 4

SOUTH HALF OF SEC. 11, T.08N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON

VICINITY SKETCH
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	46.17	1500.00	1°45'49"	S49°19'11"E	46.17
C2	115.87	500.00	13°16'40"	S35°57'03"W	115.61

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	35.00	S47°24'37"E
L2	35.00	S77°09'56"E
L3	3.99	S40°58'09"E
L4	72.34	S79°10'38"E
L5	27.38	S70°13'32"E

DESCRIPTION

LOT 34 OF THE PLAT OF COTTONWOOD CREEK PHASE 2, AUDITORS FILE NUMBER 2007-038954, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83(11). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 2252, 2253 AND 2256 CONTROL POINTS. PROJECTED TO GROUND AT POINT 2256

GROUND DISTANCES ARE SHOWN HEREON.

SURVEYOR NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATIONS OF SAID UTILITIES WERE DERIVED FROM FIELD ASBUILT OBSERVATIONS.

2. THE CONTOURS SHOWN WERE DERIVED FROM DIRECT FIELD OBSERVATIONS. ACCURACY OF SHOWN CONTOURS MEET OR EXCEED THE US NATIONAL MAP ACCURACY STANDARDS, OF ONE-HALF THE CONTOUR INTERVAL.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE STRATTON SURVEYING AND MAPPING PC MAKES NO GUARANTEE THAT ALL ITEMS OF RECORD AFFECTING THE PROPERTY ARE SHOWN HEREON.

5. THIS IS A TOPOGRAPHIC MAP. THIS IS NOT A BOUNDARY SURVEY AND IS ONLY INTENDED TO DEPICT THOSE TOPOGRAPHIC FEATURES OR IMPROVEMENTS SHOWN HEREON. THE PROPERTY LINES SHOWN ARE RECORD LINES AND ARE ONLY SHOWN FOR GRAPHICAL REFERENCE.

6. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR THE USE AND AID IN THE DESIGN OF A PRELIMINARY PLAT.

7. FIELD WORK COMPLETED 12/01/21.

NOTES

LOTS
NUMBER OF LOTS: 13 LOTS
LOT SIZE SMALLEST: LOT 13, 1.13 ACRES
LOT SIZE LARGEST: LOT 2, 3.40 ACRES
LOT SIZE AVERAGE: 1.72 ACRES
TOTAL PLAT ACREAGE: 25.58 ACRES

ROADS
ROAD LINEAR FEET: 2048 FT
ROAD AREA: 3.17 ACRES

ZONING
RL-1
-MINIMUM PARCEL SIZE ONE 1 ACRE/ 43,560 SF
-LOT WIDTH, EACH PARCEL SHALL HAVE AN AVERAGE LOT WIDTH OF NOT LESS THAN NINETY (90) FEET. PER BCC CHAPTER 11.14

UTILITIES
WATER: BADGER WATER
POWER: BENTON PUD
TELEPHONE: CHARTER
SEWER: ON-SITE
GAS: CNG

DEVELOPER/OWNER
BADGER PROPERTIES II LLC

FUTURE ROAD EXTENSION
LOTS 7 & 8 WILL RELINQUISH THE RIGHT TO PROTEST A FUTURE ROAD EXTENSION BY A NOTE ON THE FINAL PLAT.

LEGEND

- RHS● = FOUND 5/8" REBAR W/YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- ● = FOUND AS INDICATED
- (NS)Ø = NOT FOUND OR SET
- = FOUND AS INDICATED
- = CONCRETE CURB AND GUTTER
- = IRRIGATION VALVE
- = POWER POLE W/ GUY WIRE
- = POWER SWITCH
- = LIGHT POLE, PARKING
- = POWER TRANSFORMER
- P = POWER VAULT
- = SIGN
- = STORM CATCH BASIN
- = STORM MANHOLE
- TEL PEDO = TELEPHONE PEDESTAL
- WV = WATER VALVE
- WM = WATER METER
- = WATER FIRE HYDRANT
- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- OP OP = POWER LINE OVERHEAD
- = CONCRETE
- = ASPHALT

SCALE 1" = 100'
0 100 200 300

BASIS OF BEARING
WA STATE GRID
NAD83 PER C.O.R. CONTROL FILE

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL FILE
PNT NO.2252
NAVD 88 DATUM
ELEV=601.42

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

DEREK C. INGALBE
STATE OF WASHINGTON
46886
REGISTERED
PROFESSIONAL LAND SURVEYOR
4/15/22

PRELIMINARY PLAT FOR
BADGER PROPERTIES II

STRATTON SURVEYING & MAPPING P.C.
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurvey.com

2245PP3B.DWG	© 2022
DATE: 04/15/22	SHT. 1 OF 1
DRAWN BY: DCI	JOB # 2245

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 BENTON COUNTY PLANNING COMMISSION in the matter of county planning at a special meeting on June 21, 2022, at 6:00 p.m., via **in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse.** To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed applications before the Planning Commission at this meeting.

ZC 2022-004 - A proposal by Vicki Brock, requesting a change in the zoning designation from Heavy Industrial to Rural Lands 5 Acre on six parcels located north of E Cochran Rd and east of S Finley Rd in the Finley rural area of unincorporated Benton County, in the northwest Quarter of Section 23, Township 8 North, Range 30 East, W.M. on parcel #'s 123802012006001, 123802012006002, 123802012157001, 123802012157002, 123802000014000, and 123802000017000.

ZC 2022-005 - A proposal by Thomas Fisher and Randall Underwood requesting a change in the zoning designation from Rural Lands 5 Acre to Light Industrial on three (3) contiguous parcels located north of SR 397 and west of S Yew Street, east of the Kennewick City Limits in Sections 5 & 8, Township 8 North, Range 30 East, W.M. parcel #'s 105803012350003, 105803012350002, and 108801020004003.

ZC 2022-006 - A proposal by Jerritt Wiser requesting a change in the zoning designation from Interchange Commercial to Light Industrial on seven (7) parcels located off Wiser Loop and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M. parcel #'s 111881020000007 through 111881020000012 and 111881020000014.

NOTICE IS FURTHER GIVEN that the proposed zone change applications have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on January 27, 2022. 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 Friday June 17, 2022.

SUB 2022-001 - The preliminary plat of Harvest Ridge Phase 2 the subdivision of approximately 120.90 acres into 101 residential lots with an average lot size of 1.04 acres by Geoff Clark dba Candy Mountain, LLC. The site is located east of Interstate 82 and north of Reata Road on west half of the north half of Lot 1 of the plat of the Ridge at Reata West Phase

1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

SUB 2022-002 - The preliminary plat of Cottonwood Creek Phase 4 by Badger Properties II for the subdivision of approximately 25.58 acres into 13 residential lots with an average lots size of 1.72 acres. The site is located west of E Badger Road and south of Wiser Parkway on Lot 34 of the plat of the Cottonwood Creek Phase 2, in Section 11, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-1188-303-0000-034.

NOTICE IS FURTHER GIVEN that the proposed subdivision applications have been reviewed under the requirements of the State Environmental Policy Act and Mitigated Determinations of Non-Significance (MDNS) were issued on June 3, 2022. 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 Friday June 17, 2022.

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 proposals to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

Dated this 3rd day of June 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: June 8, 2022

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SUB 2022-002

RECEIVED
APR 26 2022
Benton Co. Planning Dept.

Subdivision Name: Cottonwood Creek Phase 4

1. Applicant Name: Badger Properties II Attn: Jerritt Wiser
   Applicant Address: Coldwell Banker, 8836 Gage Blvd, Suite 101b, Kennewick WA 99336
   Telephone number: Home _____ Work (509) 627-7164 – Clayne

2. If you wish to be contacted via email, please list your email address: _____
   Does not work → jwiser@cbtabs.com, claynewiser@gmail.com

3. Legal Owners Name: Badger Properties II, LLC
   Legal Owners Address: 22307 S Cottonwood Drive SE, Kennewick WA 99338
   Telephone number: Home _____ Work (509) 627-7164

4. Name and address of land surveyor Stratton Surveying & Mapping PC
   313 North Morian Street, Kennewick, WA 99336
   Telephone 509-735-6560

5. Name and address of engineer MacKay Sposito Attn: Paul Harmsen
   1110 Osprey Pointe Blvd, Suite 105, Pasco, WA 99301
   Telephone 509-619-7088

6. Parcel number and Legal description of property included in the preliminary plat:
   Lot 34, Cottonwood Creek Phase 2 1-1188-303-0000-034
   S. 1/2 of Section 11, T08N, R28E, WM, Benton County, Washington

7. **Land Use Information:**
   a. Total area involved 25.58 acres
   b. Total number of lots 13
   c. Smallest lot area 49,223 sq-ft
   d. Average lot area 74,923 sq-ft

e. Acreage in parks n/a

f. Length of public streets 2048 ft

g. Total acreage of public streets 3.17 acres

8. Proposed annexation plans n/a

9. Plat will be served by:
Water: Individual Wells _____ City Water _____

Name of City Provider _____

Private Water System x Name & Address of Private System _____
BC Water Co, 22307 S Cottonwood Dr, Kennewick WA 99338

Sewer: Septic Tank x City Sewer _____ Private System _____

Power: P.U.D. x R.E.A. _____

Telephone: Frontier Telephone x Sprint Telephone _____

Natural Gas: Yes x No _____ Name of Utility CNG

Cable T.V. Yes x No _____ Name of Utility Charter Communications

Irrigation: Yes x No _____ Name of Utility BC Water

Private Irrigation Lines: Yes x No _____

10. School District Kennewick School District

11. Fire District Benton County, Fire District #1

12. Any other comments or information that is significant _____

13. Will this plat be finalized in phases? Yes _____ No x If so, how many? _____

14. Comprehensive Plan Designation Rural Transition

15. Zoning Designation RL-1

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: Kay L. Wiser, member
(print name) (Title)

Signature: Kay L. Wiser, member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerritt Wiser

By: Jerritt Wiser, member
(print name) (Title)

Signature: [signature], member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerritt Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date

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If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: Matt Wiser, member
(print name) (Title)

Signature: _____, member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: TALON S. WISER member
(print name) (Title)

Signature: Talon S. Wiser member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: Brad Wiser, member
(print name) (Title)

Signature: BTW, member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: Kurtis Wiser (print name), member (Title)

Signature: [signature] (Signature), member (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print 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.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Badger Properties II / Jerrit Wiser

By: Clayne Wiser, member
(print name) (Title)

Signature: _____, member
(Signature) (Title)

The above signed officer of Badger Properties II (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Jerrit Wiser 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 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.

FEE: $1,000.00, plus $50.00 per lot submitted with the application. Checks are to be **made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.**

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning _____Comp Plan Designation_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Execution of update to the Benton County Veterans Assistance Fund policies and procedures
Presenter:	Kyle Sullivan
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

The Human Services Department administers the Veterans Assistance Fund. Earlier this year the Human Services Manager was instructed by the BOCC to develop a Veteran Services Officer position funded with the Veterans Assistance Fund. This update to the policies and procedures is needed to include the language that allows for the funding of the position and services for the Veteran Services Officer.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 0104.101 Veterans Assistance Fund.

Recommendation

Approve the updated Veterans Assistance Fund policies and procedures.

Suggested Motion

Move to approve the update to the Benton County Veterans Assistance Fund policies and procedures.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RESCINDING RESOLUTION 2020-361 AND EXECUTION OF UPDATE TO THE BENTON COUNTY VETERANS ASSISTANCE FUND POLICIES AND PROCEDURES

WHEREAS, the Human Services Department administers the Benton County Veterans Assistance Fund; and

WHEREAS, the Manager of the Human Services Department was instructed to develop a Veteran Services Officer position funded with the Veterans Assistance Fund; and

WHEREAS, the Veterans Assistance Fund policies and procedures need to be amended in include language allowing for funding and services for the Veteran Services Officer; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed changes to the Veterans Assistance Fund policies and procedures; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the update to the Benton Count Veterans Assistance Fund policies and procedures; and

BE IT FURTHER RESOLVED, that Resolution No. 2020-361 is hereby rescinded.

Dated this 26th day of July, 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners K Sulivan

BENTON COUNTY

VETERANS ASSISTANCE FUND

POLICIES AND PROCEDURES

Prepared by Benton County
Department of Human Services

Effective:
July 1 , 2022

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BENTON COUNTY
VETERANS ASSISTANCE FUND
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SECTION I

POLICY

SECTION I. POLICY

1.1 PURPOSE

The purpose of the Benton County Veterans Assistance Fund ("Veterans' Assistance Fund" or "Fund") is to provide assistance to eligible indigent veterans, their families, and the families of deceased indigent veterans pursuant to Chapter 73.08 RCW.

1.2 SOURCE OF FUNDS

The Benton County Board of Commissioners ("Board of Commissioners") shall bi-annually adopt a revenue and expenditure budget for the Veterans' Assistance Fund. Fund revenues shall be generated from a property tax levy authorized by RCW 73.08.080. The levy rate shall be established by the Board of Commissioners based on the estimated demands of the Fund and the statutory limitations for the levy. Current year funding not expended is carried forward to be used in subsequent years.

There is no automatic entitlement to assistance and the provision of assistance is subject to the availability of funds, among other limitations.

1.3 POLICY

The Veterans' Assistance Fund is administered by the Benton County Department of Human Services. ("Human Services"). In administering the Fund, Human Services intends to provide policies and procedures for determining eligibility, processing claims, and issuing checks. In addition to limiting organizational and personal conflict of interest and providing assistance to the maximum extent possible, fair and equitable treatment will be given to all applicants applying for assistance. For contracted services any expenditures denied by Human Services, due to non-conformance with this policy, shall become an obligation of the Service Organization submitting the claim. The Fund will also be administered to provide staff that will help veterans with assistance in determining eligibility and making application for federal and state veteran's benefits.

1.4 VETERANS' ADVISORY BOARD

The Benton County Veterans' Advisory Board ("Advisory Board") consists of representatives of local chapters, camps, post, or branches of nationally recognized Veterans' Service Organizations and Veterans from the

community at large, who are appointed to the Advisory Board by the Board of Commissioners in a manner consistent with Benton County Resolution Number 2018 593 and RCW 73.08.035.

The purpose of the Advisory Board is to advise the Board of Commissioners and the Department of Human Services on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families. Individual applications for Veterans' Assistance Fund services are not processed or reviewed by the Advisory Board. Individual Service Officers may be consulted concerning applications for assistance, in their capacity as Service Officers.

The Veterans Advisory Board may use electronic voting when necessary. All voting will be majority rules. The board will conduct their meetings with basic meeting agendas and minutes. The board can elect a chairman, co-chair, treasurer and secretary. The board will consist of no more than 11 Veterans. If a Veteran wants to become a board member, they must submit a copy of their DD214 and a Veterans Advisory Board Application to the Department of Human Services for review and a determination of eligibility. The current board will hold a vote, with majority rules, to determine whether the applicant will be selected as a board member.

SECTION II

SERVICE PROVIDERS

SECTION II. SERVICE PROVIDERS

2.1 DEFINITION OF A SERVICE ORGANIZATION

A Service Organization is any chapters, camps, post, or branch of a national organization of veterans chartered by an act of Congress that shall undertake the relief of indigent veterans and their families.

2.2 VETERANS ORGANIZATION PARTICIPATION

In order for a Service Organization, specifically a chapter, camp, post or branch, to participate in the Veterans' Assistance Fund, it must register with Human Services by sending a Letter of Intent to Participate. The letter of intent must include the printed names and signatures of the authorized Service Officers that will screen and approve Veterans and their families for assistance through this fund. This letter must be updated annually or anytime a change in participate through the Service Organization, specifically a post or branch, has been made.

As authorized by RCW 73.04.080, nationally recognized veterans' Service Organizations, specifically a post or branch, located in Benton County, which have a current registration in effect with Human Services and assist veterans applying for assistance from the Fund, may be reimbursed up to $360.00 annually for their current year's regular meeting place rent.

Service Organizations, specifically a chapter, camp, post or branch, in Benton County that are registered with Human Services may appoint representatives from their organization to assist veterans or eligible family members in applying for assistance from the Veterans' Assistance Fund.

The representatives of the Service Organizations, specifically a chapter, camp, post or branch, shall assist veterans and qualifying family members in completing applications for assistance, in compiling required documentation, and, as needed, by providing information regarding veteran' benefits and services, regardless of whether the individual seeking assistance meets the requirements for assistance from the Veterans' Assistance Fund.

2.3 USE OF FUNDS FOR ASSISTANCE

The Fund is intended to aid eligible indigent veterans, their families and the families of deceased indigent veterans by providing the following direct

financial assistance. This is not an exclusive list and more services may be added to the policies and procedures by recommendation of the Veterans Advisory Board:

- Rental Assistance
- Deposit Assistance
- Application Fees for housing/Background Checks for housing or pre-employment screening
- Up to 1 week of motel voucher assistance for homeless Vets
- Gas Vouchers/Bus Passes through the Ben Franklin Transit
- Utility Assistance
- Food Assistance
- Burial Expenses not to exceed $1,000.00
- Necessary safety equipment required by employer to gain employment
- Dental Assistance - once in a lifetime assistance capped at no more than $2,000.00
- Childcare Assistance

2.4 VETERAN SERVICE OFFICER (VSO)

The Veteran Service Officer will provide services to veterans and their family members to assist them in determining eligibility and applying for federal and state veterans benefits as an accredited Veteran Service Officer under the provisions of RCW 73.08. These benefits include service-connected disability compensation, nonservice-connected pension, VA health care benefits, education and vocational rehabilitation benefits, and other federal entitlements that improves a veteran's income and financial stability. This position provides customer service by assisting with receiving walk-in clients, phone calls, and electronic inquiries. This position may also perform outreach at community locations such as senior centers, justice center, veterans stand downs, and other locations. The salary and benefits of the Veteran Service Officer will be paid from the Veteran's Assistance Fund.

SECTION III

ADMINISTRATIVE POLICY

SECTION III. ADMINISTRATIVE POLICY

3.1 RELIEF FOR INDIVIDUALS WHO ADMINISTER FUND

Any service officer of a Service Organization may apply for assistance from the Fund, but the Application Form must be authorized by a Service Organization other than the one the service officer represents and approved by Human Services as appropriate.

3.2 EQUAL OPPORTUNITY

This policy is to assure fair treatment of all applicants in aspects of personnel administration.

Any applicant who thinks he or she is being treated unfairly because of race, sex, marital status, color, creed or religion, national origin, age, the presence of any sensory, mental or physical disability, or sexual orientation may follow the procedure set forth in Section 3.6.

3.3 TECHNICAL ASSISTANCE

Human Services is available to provide technical assistance to Service Organizations on the proper completion of forms and appropriate procedures for the approval and distribution of funds.

3.4 ADMINISTRATIVE COSTS

Pursuant to RCW 73.08.080, the indirect costs incurred by Human Services in administering the Veterans' Assistance Fund will be computed annually in January for the preceding calendar year based on a time and effort log with itemized explanations maintained by Human Services. The Fund will then be billed for these computed costs up to an amount not exceeding eight percent (8%) of the Veterans' Assistance Fund budget for the year.

3.5 FISCAL POLICY

Human Services shall be responsible for ensuring that Fund expenditures do not exceed the balance in the Fund, conducting a cash flow analysis, reconciling the account for preparation of the biennial budget, and making any recommendations within the limits established by law. Administrative costs will be identified as a separate line item, justified in the biennial

budget proposal, and deducted from the Fund in accordance with RCW 73.08.080.

Allowable administrative costs may be charged to the Fund based on the current Cost Allocation Plan for Human Services.

The limits of disbursement of funds are as follows:

(1) Up to $1,200.00 per applicant in a twelve-month period for an applicant with no dependents residing in the veteran's household. Up to $1,500.00 per applicant in a twelve-month period for an applicant with one dependent residing in the veteran's household, and an additional $200.00 per applicant in a twelve-month period for each additional dependent residing in the veteran's household. In extreme cases of hardship, the Board of Commissioners may exceed the applicable limit of disbursement for an applicant based on a Waiver Request. The length of each Waiver will be dependent on the specific circumstances and will be determined on a case-by-case basis.

If the County declares a State of Emergency or there is an overwhelming financial crisis, The Board of County Commissioners can temporarily increase benefit amount by way of Resolution.

(2) Pursuant to RCW 73.08.070, burial expenses may be provided for deceased indigent veterans and their family members (as defined in Section 4.4) who die without leaving means to defray funeral expenses. Funds will be disbursed upon proof of death, when such proof is requested by the Service Organization, for burial expenses that are supported by documentation of actual expenses incurred. The amount of payment from the Veterans' Assistance Fund for any single burial shall not exceed $1,000.00.

(3) Up to $2,000.00 per applicant in a lifetime, may receive dental assistance through the fund. Once they have utilized this assistance, they cannot use it again. An eligible applicant can receive this assistance in addition to (1) above.

3.6 FRAUD AND ABUSE

If Human Services or a registered Service Organization suspect fraud, criminal activity, or abuse of the system, the matter may be referred to the appropriate law enforcement agency.

If found guilty of fraud or criminal activity associated with services or an application for services with the Veterans' Assistance Fund, the applicant will be refused services under the Fund.

Individuals who misuse financial assistance provided by the Fund, including, but not limited to, using financial assistance for purposes other than those specified in a voucher or other grant, may be required to repay the Fund. In addition, misuse of financial assistance or failure to repay the Fund for misused financial assistance may result in the individual being refused further services from the Veterans' Assistance Fund.

3.7 COMPLAINT PROCESS

Applicants who have been denied assistance may file a written complaint with Human Services. When a complaint is received, the applicant's information is verified, and the claim is approved or disapproved by Human Services. Human Services will have 15 days to respond to the complainant in writing. If disapproved, a written explanation will be provided.

If an applicant is not satisfied with a written explanation from Human Services disapproving a complaint, the applicant may appeal the disapproval in writing to the Board of Commissioners within 15 days from the date Human Services sent the applicant its written explanation. After receiving the appeal, the Board of Commissioners will issue a decision. At its discretion, the Board of Commissioners may: (1) issue its decision based on the information already before the Board; or (2) request additional information from the applicant and/or Human Services and either issue its decision after conducting a quasi-judicial hearing on the matter, or issue its decision without a hearing.

SECTION IV

ELIGIBILITY UNDER STATE LAW

SECTION IV. ELIGIBILITY UNDER STATE LAW

4.1 STATUS AS A VETERAN

An applicant for assistance from the Veterans Assistance Fund must be a veteran who qualifies as a veteran under the definition set forth in RCW 73.08.005(5).

4.2 DOCUMENTATION OF SERVICE

Applicants must provide documentation of service deemed acceptable by Human Services. Such documentation typically includes a veteran's DD-214, VA Statement of Service, or if discharged prior to 1950, a certificate of discharge. Documentation must include a statement of the character of service. Examples of documentation can include: a HINQ print out, a letter from a HUD VASH case worker stating the veteran's discharge or other correspondence with the VA stating the character of discharge.

Any documents that appear to have been altered or that are deemed questionable may be refused by Human Services. Human Services may, at its discretion, require certified copies of documents in question, and may choose to require additional documentation to determine eligibility for services.

4.3 FAMILY MEMBERS ENTITLED TO APPLY

Family members entitled to apply for assistance are those family members who meet the definition provided in RCW 73.08.005(2). This definition includes the spouse, domestic partner, surviving spouse, surviving domestic partner, and dependent children of a living or deceased veteran or a service member who was killed in the line of duty regardless of the number of days served.

4.4 DOCUMENTATION FOR FAMILY MEMBERS

If the applicant is a minor child, a birth certificate must be provided. If the applicant is a widow or widower, marriage and death certificates must be provided.

SECTION V

ELIGIBILITY POLICY

FOR VETERANS

SECTION V. ELIGIBILITY POLICY FOR VETERANS

5.1 FREQUENCY OF APPLICATIONS

Veterans must reapply for the grant each time they seek assistance to the grant during the twelve-month period of time. Also, applicants may receive the maximum allotment of assistance at any time within a twelve-month period.

5.2 RESIDENCY

Applicants must have been residents of Benton County for at least 90 days. Applicants must present proof of residency. An exception can be made if the Veteran has been discharged from military service in the last 90 days and has moved to Benton County during that 90-day period.

5.3 INCOME REQUIREMENTS

An applicant must be indigent to be eligible. Indigence is defined as income at or below 150% of Federal Poverty Guidelines or is food stamp eligible. The Department of Human Services can look up the Veterans food stamp eligibility with the Veterans consent. An indigent applicant needs assistance when he and his family have exhausted their resources and other sources of assistance are necessary for their relief. Such other sources include, but are not limited to, unemployment compensation, veterans' administration grants and pensions, public assistance, private insurance coverage, or other available sources of income. If a Veteran is homeless and has a HUD VASH housing voucher, the income can be waived one time only without having to apply for a waiver. Proof of homelessness and HUD VASH assistance is required.

5.4 WAIVERS

In extraordinary circumstances, Human Services may request the Board of Commissioners to waive the income guidelines or the limit of disbursement. This will only be done when there are specific circumstances that warrant such a waiver. The Waiver Request Form shall be completed by the applicant or service officer and then submitted to the Board of Commissioners for a decision. If granted, the waiver is good for one year.

5.5 REPORTING

Human Services will provide participating Service Organizations with a list of all the applicants who receive assistance. This will be done regularly for verification and tracking purposes

5.6 VETERANS SERVICE OFFICER

The Veterans Service Officer will assist all veterans, their dependents and survivors applying for assistance. Assistance includes helping the veteran or family member complete appropriate forms, compiling information and required documentation, regardless of if the individual meets the requirements for financial assistance from the Veterans Assistance Fund. Sections 5.1 through 5.5 do not apply when receiving assistance from the Veterans Service Officer, unless accessing assistance outlined in 2.3 of this policy.

SECTION VI

APPLICATION PROCEDURES

SECTION VI. APPLICATION PROCEDURES

6.1 PROCESSING BY SERVICE OFFICERS

Applicants can go to a Veterans Service Organization that works with Human Services. All voucher requests will be forwarded to Human Services with the appropriate required forms and documentation needed for review and payment. Food vouchers will be given directly to applicants after the Service Organization reviews and verifies that the applicant is eligible. Applicants may choose to go to Human Services directly for assistance.

6.2 APPROVAL BY HUMAN SERVICES

After a Veterans Service Organization forwards voucher requests to Human Services, Human Services will review and make sure the applicant is eligible and then process the voucher. Human Services will enter all vouchers paid in the Veterans Assistance Fund spreadsheet for tracking purposes.
If Human Service's staff are unable to make a determination on eligibility, the attorney for the Veterans' Assistance Fund will be consulted and will give his/her opinion on eligibility.

If proper documentation is provided, relief will be available based on need and policy as defined previously. If proper documentation is not provided, the applicant will be required to obtain the missing information prior to disbursement of funds.

6.3 REFERRAL TO OTHER RESOURCES

When appropriate, eligible and ineligible applicants will be referred to other community resources for services.

6.4 REFUSAL OF SERVICE

Service officers and employees of Human Services will refuse service to disorderly or abusive individuals. Services may also be refused to individuals under the influence of alcohol or other drugs.

SECTION VII

VOUCHER PROCESS

SECTION VII. VOUCHER PROCESS

7.1 VERIFICATION WITH HUMAN SERVICES

Before a voucher is issued, the service officers shall verify that the applicant has not reached the maximum amount available for a twelve-month period by referring to the tracking spreadsheet provided by Human Services. If no verification is made and Human Services determines that the applicant is not eligible, the Service Organization submitting the claim becomes responsible for the payment.

7.2 COMPLETING THE VOUCHER

The initial voucher request will be signed by the Veteran and the Veterans Service Organization or Human Services. Human Services will submit proper documentation to the auditor's office for payment and file both the voucher and application in the clients file. Vouchers cannot be made out to the applicant.

The voucher consists of the vendor's name and address, the applicant's name, the date of the invoice, and the amount it is being issued for.

Human Services will sign off on all voucher requests and forward to the Auditors office for payment. Food vouchers will be given directly to the applicants either from the Veterans Service Organization or Human Services. The Grocery stores will send statements with itemized receipts to Human Services for payment.

7.3 VOUCHER DOCUMENTATION

Claims against the Veterans' Assistance Fund are submitted by completing a voucher and providing proper backup documentation. At a minimum, documentation supporting each claim shall consist of the following:

1) Rental/Deposit/Application Fees Assistance - A completed Rental Assistance Form, a lease agreement, and an eviction notice (if applicable).
2) Background Checks - Letter or statement from employer is needed or a housing application.
3) Hotel/Motel Voucher for homeless Veterans - A homeless status verification from a third party is required for assistance. Voucher will only pay up to 1 week at selected hotel/motel of the

Department of Human Services. This assistance is one time only. Once a Veteran has used this service, they cannot use it again.

4) Transportation Assistance – Bus Passes from Ben Franklin Transit are available for eligible applicants that do not have other means for transportation.
5) Utility Assistance - A monthly statement for water, sewer, electrical, or gas used. Human Services can call the utility company to verify the amount owed.
6) Food Assistance - A food voucher will be given directly to the applicant requesting it. The applicant will then submit the voucher to the authorized grocery vendor upon purchase. A receipt detailing purchases, and a billing invoice will be sent to Human Services by the grocery vendor for payment. Section 3(k) of the Food and Nutrition Act of 2008 (the Act) and SNAP regulations at 7 CFR § 271.2 define eligible foods. Any food items that food stamps (SNAP) can cover, the Veterans Assistance Fund can pay for.

Food vouchers cannot be used to buy:
- Alcoholic beverages;
- Tobacco or cigarettes;
- Household supplies, soaps, or paper products;
- Medicine or vitamins;
- Any other nonfood item;
- Pet foods or supplies

Food vouchers can be used to buy:
- Foods for human consumption; and
- Seeds and plants which produce food

7) Burial Expense. The veteran's or acceptable family member's death certificate and a receipt from the funeral home with details of the balance owed. Not to exceed $1,000.00.

8) Safety Equipment. A letter or statement from the employer will be required.

9) Dental Assistance. This is a once in a lifetime assistance. Once the applicant has used this service, they cannot use it again. The applicant will sign a declaration of understanding acknowledging they know they cannot utilize this service again. The amount of assistance is capped no more than $2,000.00 per applicant will be

given. This assistance can be given on top of the regular amount of assistance stated in section 3.5 (1).

11) Childcare Assistance. A W-9 is needed from the childcare provider to pay the provider. Human Services will verify with the childcare provider the amount owed.

By their signatures below, Benton County acknowledges the Policies and Procedures for the Benton County Veterans Assistant Fund.

Dated this _____ day of _____, 2020

_____

Chair
Benton County Commissioners

Attest:

_____

Clerk of the Board, Benton County

Approved as Content:

_____

Human Services Department

Approved as to Form:

_____

Benton County Prosecuting Attorney's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	7/26/2022
Subject:	Establish the Veterans Service Officer Classification Description
Presenter:	K. Sullivan, L. Wingfield
Prepared By:	K. Ainsworth
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

During the Benton and Franklin Bi-County board meeting, the Human Services Manager was directed to develop a Veterans Service Officer position. He worked with the Human Resources Department as well as the Veterans Advisory board to create the presented classification description and also to establish an equitable placement for the position on the Non-Bargaining salary schedule.

Fiscal Impact

This position will be funded by both Benton and Franklin Counties' Veterans Relief Funds.

Recommendation

Recommend the Board of Benton County Commissioners sign each of the presented resolutions to establish the Veterans Service Officer classification description and salary placement.

Suggested Motion

- I move to approve the Resolution to establish the Veterans Service Officer classification description as presented.
- I move to approve the Resolution to establish the Veterans Service Officer as a grade 12 on the Non-Bargaining salary schedule.
- I move to approve the Resolution and LIT to establish the Veterans Service Officer position.

cc: HR, Auditor, Human Services

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A VETERANS SERVICE OFFICER CLASSIFICATION DESCRIPTION IN THE HUMAN SERVICES DEPARTMENT

WHEREAS, the Human Resources Department worked with the Human Services Manager to create a classification description for a Veterans Service Officer; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Veterans Service Officer classification description; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this _____ day of _____, 2022.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Human Services

Prepared by: K. Ainsworth

TITLE: Veterans Service Officer

DEPARTMENT: Human Services

REPORTS TO: Human Services Manager

SUPERVISES: None

FLSA: Exempt

SUMMARY:

This position supports the agency mission of Serving Those Who Served by providing customer service assistance to veterans and their families in Benton and Franklin Counties. This position aids veterans and their family members with determining eligibility and applying for federal and state veterans benefits as an accredited Veteran Service Officer under the provisions of RCW 73.08. These benefits include service-connected disability compensation, nonservice-connected pension, VA health care benefits, education and vocational rehabilitation benefits, and other federal entitlements that improves a veteran's income and financial stability.

EXAMPLES OF JOB DUTIES (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class)**:**

Provides customer service by assisting with walk-in clients, phone calls, and electronic inquiries.

Performs outreach in the community by visiting senior centers, justice centers, veterans stand downs, community events, and other locations.

Assists claimants with the application process, obtains necessary supporting documentation, follows the progress of the claim through channels and takes whatever action required to expedite the claim, assists clients in preparing appeals where claims have been denied.

Determines primary eligibility and prepares claims for service-connected disabilities and non-service persons; composes letters with all pertinent facts for same.

Directs clients to agencies in the community that may be able to provide additional assistance.

Facilitates Benton and Franklin Counties Veteran's Advisory Board meetings to discuss Veteran's Services activities, needs and suggestions for improved services.

Educates applicants on relevant laws and aides them in making proper claims for benefits or directs them to the proper authority.

Interprets and explains written material and laws to veterans and dependents.
Researches grant opportunities and writes grants for additional funding for veteran's services.

Assists veterans in applying for correction of military records and/or an upgrade to characterization of service.

Assists veterans in obtaining necessary medical records and statements from physicians to support their disability claims.

Assists veterans in preparation for appeals hearing.

Ensures timelines are met so the veteran does not lose potential benefits.

Performs other duties as assigned.

WORKING CONDITIONS:

Primary work environment will be indoors in an office setting. Travel between buildings and to various service organizations and locations outside of the main office will be necessary to meet with veterans, dependents, and other service providers. May be required to sit, stand, or walk for extended periods of time. Must be able to communicate and listen. The employee must be able to occasionally lift and or move up to 25 pounds.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of current laws relating to benefits for veterans and their dependents, programs and activities of state, federal and other agencies rendering services to veterans and their dependents.

Ability to establish and maintain effective working relationships with individuals, groups, and related organizations.

Ability to communicate clearly, tactfully, and professionally with veterans and their dependents and to maintain confidentiality.

Ability to work independently and report to the Benton County Human Services Manager.

Ability to use Microsoft Office programs and general office equipment.

EDUCATION AND WORK EXPERIENCE:

High School diploma, GED or equivalent. Bachelor's Degree in Social Services or related field is preferred. Two years of experience in a social service environment with considerable public contact; or any combination of education, training and experience that provides the required knowledge, skills, and ability to perform the job. Military background preferred.

LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

Must have a valid driver's license

Must attend Veteran's Service Officer training and attain County Veterans Service Officer (CVSO) credentials within first 6 months of employment.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE SALARY GRADE FOR A VETERANS SERVICE OFFICER IN THE HUMAN SERVICES DEPARTMENT

WHEREAS, the Human Services Manager worked with the Human Resources Department and recommends that the Veterans Service Officer be placed as a grade 12 on the Benton County Non-Bargaining salary schedule; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the placement of the Veterans Service Officer position on the Benton County Non-Bargaining salary schedule at a grade 12; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retain the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2022.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Human Services

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN VETERANS ASSISTANCE FUND FUND NUMBER 0104101 DEPARTMENT NUMBER 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Tammy McKeirnan

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: | Dept Nbr: 000

Fund Name: Veterans Assistance Fund | Fund Nbr: 0104101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
565.202	4509	Rentals	$24,370	565.201	1193	Veterans Service Officer	$22,150
				565.201	2102	Social Security	$339
				565.201	2103	Medical Insurance	$1,420
				565.201	2104	Retirement	$454
				565.201	2119	Paid Family leave	$7
TOTAL			$24,370	TOTAL			$24,370

Explanation:

Per MOU between Benton County and Franklin County to add an Veteran Service Office position funded with Veterans Assistance Fund. This position will be placed in a non-barg Benton County Grade 12 A.

Prepared by: Tammy McKeirnan | Date: 7/18/22

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 26, 2022
Subject:	Amended and restated memorandum of agreement between Benton and Franklin Counties regarding the provision of services by the Human Services Department
Presenter:	Kyle Sullivan
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

Benton and Franklin Counties renewed the memorandum of agreement for the provisions of Human Services on July 1, 2021, with an end date of June 30, 2025. Earlier this year during a bi-county Commissioners meeting the Human Services Manager was instructed by the BOCCs from Benton and Franklin Counties to develop a Veteran Services Officer position that would provide services to Benton and Franklin County veterans. Funding for the position will be provided by both Counties Veterans Assistance Fund. The memorandum of agreement needs to be amended and restated to account for the services provided by the Veteran Service Officer.

Fiscal Impact

Franklin County will continue to pay a monthly fee to Benton County for $4,766.25 per month as reimbursement of the direct and indirect costs of other offices within Benton County in providing assistance and support to the Human Services Department. The monthly fee for each successive twelve-month period will be increased by 2.5%. The Veteran Service Officer will be a grade 12 on the Benton County non-bargaining pay scale. Half of the salary and benefits will be paid by Franklin County and half of the salary and benefits will be paid from the Benton County Veterans Assistance Fund 0104.101.

Recommendation

Sign the Resolution and amended and restated memorandum of agreement between Benton and Franklin Counties for the provision of services by the Human Services Department.

Suggested Motion

Move to approve the amended and restated memorandum of agreement between Benton and Franklin Counties for the provision of services by the Human Services Department.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. 2022-152

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

RE: AMENDED AND RESTATED MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter contracts on behalf of their respective counties; and

WHEREAS, Benton and Franklin Counties had operated a bi-county Department of Human Services for decades without a formal agreement; and

WHEREAS, Benton and Franklin Counties entered into a memorandum of agreement with an effective date of January 1, 2020 and renewed that agreement on July 1, 2021 with an end date of June 30, 2025; and

WHEREAS, both Benton and Franklin Counties' Boards of Commissioners find it in the best interest of their individual constituencies to continue to provide essential services at a regional level; and

WHEREAS, the memorandum of agreement needs to be amended and restated to account for the services proved by the Veteran Service Officer; **NOW, THEREFORE,**

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the amended and restated memorandum of agreement; and

BE IT FURTHER RESOLVED, The Agreement start date is July 1, 2022 and ends June 30, 2025.

Dated this____day of _____, 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

Dated this 12 day of JULY, 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board (acting)

cc: Benton & Franklin County, Human Services K. Sullivan

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AMENDED AND RESTATED MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT

WHEREAS, Benton and Franklin counties (the "Counties") jointly managed and operated the Benton-Franklin Human Services Department for decades prior to January 1, 2020, without any formal operating agreement;

WHEREAS, during that time the department operated as a bi-county agency, with employees being considered employees of both counties and management decisions being made by both Boards of County Commissioners;

WHEREAS, during that time Benton County acted as the administrative agency with the department employees following Benton County policies, department funds being held by the Benton County Treasurer, and department payments generally being made by the Benton County Auditor's Office;

WHEREAS, in late 2019, the Counties agreed that a written agreement for the operation of the department would be prudent and that through at least June 30, 2021, the department shall operate as a Benton County Department managed solely by Benton County that will provide services to Franklin County residents to the extent grant funds allow, in return for payment by Franklin County of certain fees;

WHEREAS, the Counties agreed effective July 1, 2021, that Benton County would continue to provide services to Franklin County until June 30, 2025;

WHEREAS, the Counties now agree to amend and restate their agreement as set forth below;

WHEREAS, Chapter 39.34 RCW permits the Counties to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs of the Counties;

NOW THEREFORE, IT IS MUTUALLY AGREED by the Counties as follows:

1. **Benton County Human Services Department.** Effective as of July 1, 2022, Benton County Human Services Department (the "Department) shall provide the services set forth herein to Franklin County. All management of the Department will be at the sole discretion of Benton County, and all staff of the Department shall be solely Benton County employees.

2. **Services for Franklin County.** In return for the consideration set forth herein, the Department will provide the following services to Franklin County during the term of this Agreement or such other period as specified; provided, neither the Department nor Benton County is obligated to use current expense dollars to directly fund any of these services:

   a. Administer Franklin County's portion of the Consolidated Homeless Grant from the Department of Commerce.

   b. Administer Franklin County's portion of the Community Development Block Grant from the Department of Housing and Urban Development (HUD) through June 30, 2022, take

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reasonably necessary steps to apply for a similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

c. Administer Franklin County's portion of a second Community Development Block Grant from the Department of Commerce to provide housing assistance to the non-entitlement areas of the Counties (CDBG CV-1 grant) through January 31, 2023.

d. Apply for and, if received, administer Franklin County's portion of a third Community Development Block Grant from HUD (CDBG CV-2 grant) to provide COVID related rental and utility assistance to the non-entitlement areas of the Counties through January 31, 2023.

e. Administer Franklin County's share of the current Shelter Plus Care grant from HUD and seek a similar grant for the period November 1, 2021, through October 31, 2024; provided, no services beyond that date are agreed to under this Agreement.

f. Take reasonably necessary steps to apply for Franklin County's portion of a grant from the Developmental Disabilities Administration and administer the same if awarded through June 30, 2022; and take reasonably necessary steps to apply for similar grants for July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

g. Administer Franklin County's portion of the Prevention Services agreement with the Washington State Healthcare Authority through June 30, 2022, take reasonably necessary steps to apply for similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

h. The Department shall through June 30, 2025, continue to provide services to Franklin County with respect to its homeless housing and affordable housing programs as set forth in Franklin County Resolutions 2012 035 and 2012 087; provided, in accordance with current practice in return for these services Franklin County shall pay Benton County: (1) five (5) percent of the surcharge collected by Franklin County under RCW 36.22.178; (2) thirty (30) percent of the budget for Fund No. 188 entitled Ending Homelessness as direct reimbursement for certain operating expenses; and (3) six (6) percent of the surcharge collected by Franklin County under RCW 36.22.179.

i. The Department shall through June 30, 2025, provide services to Franklin County with respect to the administration of Franklin County's Veteran's Assistance Fund to assist in the implementation of Franklin County's veteran's assistance program adopted pursuant to RCW 73.08.010. Specifically, the Department agrees to:

1. Make staff available to determine eligibility of Franklin County veterans for relief from Franklin County's Veteran's Assistance Fund;

2. Process vouchers through the Franklin County Auditor's Office for reimbursement of services to veterans as allowed by Franklin County policy.

3. Account for expenditures from the Franklin County Veteran's Assistance Fund and notify Franklin County prior to approving expenditures that exceed the available funds.

4. Assist in the coordination of meetings by the Franklin County Veteran's Advisory Board and provide necessary financial information to such Board.

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5. Use its best efforts to recruit and retain a Veteran's Service Office available to eligible residents of Franklin County to assist them in determining eligibility and submitting applications for federal and state veteran's benefits.

j. Administer Franklin County's portion of the current agreement and any subsequent agreements with Debbie Chapman – Developmental Disabilities Transition Specialist, or her successor, to act as the liaison between schools, State agencies, community agencies and families to connect students with services they will need when they graduate high school.

k. The Department shall administer the following contracts that Franklin County has entered into that Franklin County will pay for with its mental health millage funds:

(1) Agreement with Sharon Adolphsen, Developmental Disabilities Parent Coalition Coordinator, or her successor, for liaison/advocate services for persons with developmental disabilities;

(2) Agreement with ARC of Tri-Cities for Special Olympics services and activities, including local Special Olympic activities; and

(3) Agreement with Lourdes Health for prosecutorial diversion services to assist with diverting mentally ill persons from jail to treatment.

l. Administer Franklin County's portion of a grant from the Department of Commerce under the Treasury Rental Assistance Program to provide COVID related rental assistance through September 30, 2022, take reasonably necessary steps to apply for similar grant, if offered, for a subsequent period and, if awarded, administer that grant on behalf of Franklin County;

m. Administer Franklin County's portion of a grant from the Department of Commerce under the Shelter Grant Program to increase shelter capacity in response to COVID through June 30, 2023.

n. Administer Franklin County's portion of a grant from the Department of Commerce under the Emergency Solutions COVID Grant Program to provide emergency housing through June 30, 2022.

o. Provide reports as requested to the Franklin County Board of Commissioners regarding the status of the services provided under this Agreement.

3. Fee for Services. While the direct cost of some of the services incurred by the Department in providing services to Franklin County are funded by third party grants, by contracts and the administrative fees authorized in paragraph 2 above, not all such direct costs are so funded. Franklin County therefor agrees effective July 1, 2022, to pay the following compensation to Benton County:

a. No sooner than July 31st of 2022 through 2025, the Department shall submit an invoice for the direct and indirect costs incurred by the Department in the preceding 12 months with respect to the administration of Franklin County's Veteran's Assistance Fund, exclusive of the cost of the Veteran's Service Officer; provided such costs shall not exceed eight (8) percent of the Franklin County Veteran's Assistance Fund's budget;

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b. One half of the wages and benefits of the Veteran's Service Officer on a monthly reimbursement basis; and

c. A monthly fee payable to Benton County for the twelve (12) months beginning July 1, 2022, in the amount of Four Thousand Seven Hundred Sixty Six Dollars and Twenty Five Cents ($4,766.25) per month as reimbursement of the direct and indirect costs of other offices within Benton County in providing assistance and support to the Department. The monthly fee payable for each successive twelve-month period shall be increased by Two and One-Half Percent (2.5%).

Benton County shall submit a monthly invoice to Franklin County for the amount due under sections 3.b and 3.c above, and Franklin County shall pay all invoices within twenty (20) days of receipt..

4. **Termination of Lease for Office Space.** The Counties entered into a lease on November 22, 2010, whereby the Counties jointly leased office space at 7102 W. Okanogan Pl, Kennewick, WA, from Benton County for the bi-county Human Services Department. That lease automatically terminated on January 1, 2020, which is the date the Department ceased to pay rent to Benton County thereunder.

Since January 1, 2020, Benton County has assessed the Department an amount for office space equal to what the Department would be paying if such lease was still in effect. The Counties expect that assessment will continue to be a reimbursable amount pursuant to the Department's grants. However, if such assessment is subsequently determined by a state or federal agency not to be a reimbursable expense under one or more of the Department's grants, Franklin County agrees to pay 29% of any amount determined not to be reimbursable. Benton County shall submit invoices at twelve month intervals to Franklin County for any amounts due hereunder, and Franklin County shall pay such invoices within twenty (20) days of receipt.

5. **Term of Agreement.** Except as otherwise set forth, this Agreement shall be effective July 1, 2022, and shall expire on June 30, 2025. Either party may, however, terminate this Agreement without cause prior to its expiration by sending written notice to the Board of Commissioners of the other party of its intent to terminate this agreement; provided, any termination under this section shall not effective until six (6) months from the date of such notice of termination.

6. **Other Termination.** This Agreement may be terminated at any time by mutual agreement or for cause by one party upon thirty (30) days prior written notice in the event of violation by the other party of any provisions of this Agreement; provided, the violating party shall have thirty (30) days from receipt of such written notice to cure the violation and if such cure is made within that thirty (30) days, this Agreement shall not be terminated.

7. **Filing with Auditor.** Upon execution, Benton County shall record this Agreement with the Benton County Auditor, which the Counties agree satisfies the requirements of RCW 39.34.040.

8. **Entire Agreement.** This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation, or understanding, verbal or otherwise, including their agreement signed by the Counties in 2021 that went into effect June 1, 2021, is hereby deemed to be null and void and of no force and effect whatsoever.

9. **Amendments.** This Agreement may be waived, changed, modified or amended only by written agreement executed by both parties hereto.

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10. **Prior Liabilities.** The Counties shall remain jointly liable on an equal basis for any liabilities that accrued on or before December 31, 2019, as a result of the existence or operation of the Benton-Franklin Human Services Department. The Counties each agree to indemnify the other and their officials and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent one of the Counties or their officials or employees incur a liability as a result of the existence or operation of that department prior to December 31, 2019, and such liability is not equally incurred by the other county, its officials or employees.

Dated:_____

BENTON COUNTY, WASHINGTON

_____
SHON SMALL, Chairman.

_____
JEROME DELVIN, Member.

_____
WILL MCKAY, Member.

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

DATED:_____

Attest:_____
Clerk of the Board

Approved as to Form:

DocuSigned by:
Ryan Brown
03F6D31AA1BC474...

RYAN K. BROWN, Benton County Deputy Prosecuting Attorney

Dated: 7-12-2022

FRANKLIN COUNTY, WASHINGTON

CLINT DIDIER, Chairman.

ROCKY MULLEN, Chairman Pro-Tem.

BRAD PECK, Member.

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

DATED: 7-12-2022

Attest:_____
Clerk of the Board (acting)

Approved as to Form:

JENNIFER JOHNSON, Franklin County Deputy Prosecuting Attorney