Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, January 24, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.co.benton.wa.us/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: January 10, 2023

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Auditor

a. 2023 Canvassing Board Appointment

Commissioners

b. Benton County Tax Levy for 2023

Corrections

c. Line Item Transfer, Fund No. 1160, Dept. 000 for Wages
d. Line Item Transfer, Fund No. 0010, Dept. 120 for Wages
e. Line Item Transfer, Fund No. 0010, Dept. 120 for Wages

District Court

f. Line Item Transfer, Fund No. 0010, Dept. 111 for Overtime

Facilities

g. Payment to Young's Servicemaster for Emergency Work at the Old KGH Property

Human Resources

h. Amendment I to Agreement w/Deputy Sheriff's Guild Representing Commissioned Officers
i. Additional Compensation For Undersheriff Jon Law for 2023
j. Amendment II to Agreement w/Teamsters 839 Representing Juvenile Detention
k. Amendment II to Agreement w/Teamsters 839 Representing Bailiffs

l. Amendment II to Agreement w/BF Juvenile Court Guild Representing Juvenile Court Employees
m. Agreement w/Teamsters 760, Representing Corrections Department Corporals & Sergeants

Human Services

n. Contract w/WA State Dept of Commerce for the Community Development Block Grant

Information Technology

o. Line Item Transfer, Fund No. 5020, Dept. No. 000 for Overtime
p. Purchase of Seven Tablets From Southern Computer Warehouse for Public Works Department

Juvenile

q. Contract Amendment No. 1 w/Tri-Cities Monitoring for Armed Security Guard Services; Amending Resolution 2020-801
r. Termination of Contract w/Kathleen Moreno
s. Line Item Transfer, Fund No. 1150, Dept. 173 for Salaries, Benefits & Overtime

Office of Public Defense

t. Superior Court Public Defense Services w/Keith Hilde

Prosecuting Attorney

u. Line Item Transfer, Fund No. 0000,101, Dept. 117 for Overtime

Public Safety

v. Line Item Transfer, Fund No. 1480, Dept. 121 for Overtime, Wages and Uniforms
w. Line Item Transfer, Fund No. 1480, Dept. 122 for Wages & Minor Equipment & Tools

Public Works

x. Ratifying Change Order No. 1 w/American Rock Contract for Bituminous Surface Treatment & Edge Repair
y. First Contract Amendment w/Clean Harbors Environmental Services for Hazardous Waste Handling & Disposal Services
z. Line Item Transfer Fund No. 5010, Dept. 650 for Wages
aa. Coding Correction Between Fund 5010, Dept. 650 & Fund No. 1480, Dept. 115

Purchasing

bb. Contract w/Frontier Fence, Inc. for Basement Fencing Project @ the Administration Building
cc. Rejecting All Bids for the Front Entrance Glass Project @ the Kennewick Justice Center
dd. Rejecting All Bids for Parking Lot Fencing Project @ the Prosser Courthouse
ee. Accepting Work Performed by Banlin Construction for Justice Center Front Entrance Security Upgrade Project
ff. Ratifying an Emergency Contract w/PPC Solutions for Emergency Fire Watch Services @ Former Kennewick General Hospital Site
gg. Payment to Rogers Surveying, Inc. for Application Fee for Subdivision of the KGH Property
hh. Contract w/Unruh Management & Consulting for Alcohol Services @ Fairgrounds Event Center
ii. Purchase of Tires & Accessories from Pasco Tire Factory for ER&R Managed Vehicles
jj. Equipment Maintenance Agreement w/Benton County Fire District #6
kk. Ratifying Emergency Contract Amendment w/Banlin Construction for Boarding Up Exterior Windows & Doors @ KGH Site

Risk

ll. Washington Counties Risk Pool Appointment

Sheriff

mm Line Item Transfer, Fund No. 0010, Dept. 118 for Early Retirement Program & Overtime
nn. Line Item Transfer, Fund No. 0010, Dept. 119 for Overtime
oo. Line Item Transfer, Fund No. 0010, Dept. 121 for Overtime, Uniforms & Repairs
pp. Line Item Transfer, Fund No. 0010, Dept. 125 for Wages & Benefits

Superior Court

qq. Authorizing Purchases from Trial Court Improvement Fund for Expenditures; Rescinding Resolution 2021-608
rr. Line Item Transfer, Fund No. 0010, Dept. 123 for Overtime

Sustainable Development

ss. Line Item Transfer, Fund No. 1350, Dept. 000 for Wages & Benefits

Treasurer

tt. Line Item Transfer, Fund No. 1120, Dept. 000 for Benefits

Scheduled Business

Benton City Revitalization Organization ~ Adam Fyall & Alex Weber

SUB 2022-003 Preliminary Plat of Desert Pines ~ M Cooke

Line Item Transfer Creating Two Facilities Maintenance Worker Positions ~ J Jones & M Rasmussen

Commissioners' Office Administrative Reorganization ~ M Rasmussen

- New Position and Position Reclassification

Other Business

Executive Session

Review Qualifications of An Applicant for Public Employment ~ B Spencer

Adjournment

DRAFT

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, January 10, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting: Alex Garcia Heard, IT Manager; Cody Shelton, IT; Carlee Nave, HR Manager; Eric Wyant, HR Assistant Manager; Greg Wendt, Community Development Director; Michelle Cooke, Planning Manager; Assessor Bill Spencer; Finance Manager Linda Ivey; Auditor Brenda Chilton; Prosecuting Attorney Eric Eisinger; DPA Ryan Brown; Treasurer Ken Spencer; Deputy Treasurer Kirsten Yniguez; Sheriff Croskrey, Undersheriff Law, Clerk Josie Delvin; Corrections Chief Guerrero

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of December 20, 2022 were approved.

Agenda Review

The following items were added to Other Business:

- WA Association of Sheriffs & Police Chiefs Training Funding ~ Commander Clarke
- Application to the WA State Dept of Commerce for the Three Rivers Recovery Housing Project ~ M Rasmussen

The following item was added to Executive Session:

- Executive Session: Review Qualifications of Applicant for Public Employment ~ Chief Guerrero

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "ff" pulling item "m". Commissioner Alvarez seconded and upon vote, the Board approved the following:

Animal Control

a. Line Item Transfer, Fund No. 0010, Dept. No. 137 for Hourly Wage Increase to Control Officer I

Auditor

b. Line Item Transfer, Fund No. 1110 for Temporary Help & Overtime

Clerk

c. Amended Statement of Work w/i3-ImageSoft LLC for Document Management System
d. Line Item Transfer, Fund No. 0010, Dept. 106 for Overtime

Commissioners

e. Organization of Benton County Commissioners for Year 2023; Rescinding Resolution 2022-024
f. Line Item Transfer, Fund No. 0010, Dept. No. 115 to 120 for Medical Services @ the Jail
g. Line Item Transfer, Fund No. 3050, Dept. No. 000 for Purchase of Fire Station 3 Property
h. Line Item Transfer, Fund No. 0010, Dept. No. 115 to 126 for Light Poles Repairs @ Horse Heaven Rest

Human Resources

i. Amendment I to Appraisers Collective Bargaining Agreement
j. Collective Bargaining Agreement w/Sheriff's Command Guild
k. Collective Bargaining Agreement w/Council 2, Local 874HC Representing Courthouse Employees
l. Restated Compensation for Appointed Non-Bargaining Positions in the Sheriff's Office; Rescinding Resolution 2018-488
n. Creation of Rural Water Supply Program Coordinator I Position Classification & Salary Placement in Planning Dept.
o. Creation of Rural Water Supply Coordinator II Position Classification & Salary Placement in Planning Dept.

Human Services

p. Fifth Contract Amendment w/WA State Health Care Authority for Community Prevention Wellness Initiative Services

Information Technology

q. Extending Software & Hardware Support for Dell Compellent Storage Area Network w/Thornburg Computer Services for Administration Building
r. Renewal of QLess Queuing Software for Administration Building From SHI International Corp.
s. Purchase of One Laptop, Dock & Three Monitors From Dell for Sheriff's Office

Office of Public Defense

t. District & Superior Court Public Defense Services w/Shelley Ajax
u. Early Termination of District Court Public Defense Services Agreement w/Michelle Dorsett
v. Superior Court Public Defense Agreement w/Christine Bennett

Public Safety

w. Line Item Transfer, Fund No. 1480, Dept. 121 for Title & Grade Change for Public Records Clerk in Sheriff's Office
x. Line Item Transfer, Fund No. 0010, Dept. 123 to Dept. No. 138 for Benefits
y. Line Item Transfer, Fund No. 01480, Dept. 117 to 122 for Asst. Chief Deputy Salary

Public Works

z. Contract w/Superior Tree Services for County-Wide Brush Cutting Project
aa. Adopting Equipment Rental & Revolving Fund Vehicle Rates/Assessments

Purchasing

bb. Purchase of Kubota Engine for 555 Broom From PacWest Machinery for Public Works Dept.

Risk

cc. Appointment of PayneWest Insurance as Broker/Agent of Record for Insurance Policies and/or Bonds

Sheriff

dd. Line Item Transfer, Fund No. 119 to 118 for Accreditation Coordinator Salary & Benefits

Superior Court

ee. Agreement w/State of WA Administrative Office of the Courts for Interpreter Reimbursement

Treasurer

ff. Line Item Transfer, Fund No. 1090, Dept. 000 for Overtime

Public Comment

None.

Public Hearing – Amendment to Ordinance 459 Relating to User Fee for Courthouse Facilitator Program

Clerk Josie Delvin presented a proposed amendment to Ordinance 459 allowing an increase in the Courthouse Facilitator user fee. The fee would be changed to $35 for each 30-minute session with the Facilitator which has not been increased since 2008. This program is self-funded through the user fee and filing fee. Ms. Delvin indicated that notice of the public hearing was placed on the County website and advertised in the Prosser Record Bulletin.

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

MOTION: Commissioner Delvin moved to approve the amendment to Ordinance 459 be adopted as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Code Enforcement Officer I in Planning Department

Eric Wyant, HR, and Greg Wendt, Director of Community Development, came before the Board to discuss the reclassification of the Code Enforcement Officer position in the Planning Department to a Code Enforcement Supervisor. Mr. Wyant indicated that in an effort to enhance operations with an added position which was approved in the Public Safety Sales Tax budget for Code Enforcement Officer I, the Community Development Department was requesting to reclassify the current Grade 14 Code Enforcement Officer position to a Code Enforcement Supervisor, Grade 16. He further stated that HR and the Community Development Department have worked together to create a position classification description for the Code Enforcement Supervisor position and salary placement.

Greg Wendt mentioned that compression issues were evaluated as well as supervisory duties for this position. He mentioned that this would be budget neutral and that the Public Works Department had a need to use this position as well and would cover the difference in grades.

MOTION: Commissioner Delvin moved to approve the reclassification of the Code Enforcement Officer position to a Code Enforcement Supervisor and salary placement as presented. Commissioner Alvarez seconded and upon vote, motion carried.

MOTION: Commissioner Delvin moved to approve the Transfer of Funds within County Road Fund 1010, Department 500 as presented. Commissioner Alvarez seconded and upon vote, motion carried.

MOTION: Commissioner Delvin moved to approve the Transfer of Funds within Current Expense Fund 0010, Department 116 for Planning as presented. Commissioner Alvarez seconded and upon vote, motion carried.

Mr. Wyant indicated that the next was the formal adoption of the classification description and salary placement of the Code Enforcement I position.

MOTION: Commissioner Delvin moved to approve the classification of the Code Enforcement Officer I position and salary placement as presented. Commissioner Alvarez seconded and upon vote, motion carried.

Chief Appraiser Position In Assessor's Office

Eric Wyant and Assessor Bill Spencer discussed that the Assessor's Office had identified areas that can create operation efficiencies with the office and was proposing a re-organization creating a Chief Appraiser position. This position previously existed in the office as a grade 18 and he would eliminate two unfilled appraiser positions.

Administrator MacPherson indicated that this would be a budget neutral move and supported by Administration.

MOTION: Commissioner Delvin moved to approve the Chief Appraiser classification description and salary schedule placement as presented. Commissioner Alvarez seconded and upon vote, motion carried.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer to fund the Chief Appraiser position. Commissioner Alvarez seconded and upon vote, motion carried.

Benton Franklin Health District Board Members Interview Appointments

Commissioner Delvin gave a brief update on the Benton Franklin Health District board members interview appointments. Commissioner Delvin indicated that applicants have been selected and in-person interviews were being arranged which consisted of two commissioners from each county to sit in the interviews. Commissioner Alvarez indicated that he was willing to sit in the interviews. Commissioner McKay indicated that he could sit in as well but would have to check his availability. Commissioner Delvin indicated that should Commissioner McKay be unavailable, he would be able to take his place.

Amending Bylaws & Rules of Procedure for the Board of Benton County Commissioners

Commissioner Delvin indicated that he had received input from the community regarding the agenda process. As a result, the Board has before it new Bylaws which includes the Pledge of Allegiance, moving the public comment section, as well as addressing quarterly regular meetings outside the county seat.

MOTION: Commissioner Delvin moved to approve the Resolution Amending the Bylaws and Rules of Procedure for the Board of Benton County Commissioners; Repealing and Superseding Resolution 2019-737 as presented. Commissioner Alvarez seconded and upon vote, motion carried.

Discussion: Commissioner Delvin indicated that Bylaws had not been updated since 2019.

Other Business

Executive Sessions

Commissioner Delvin discussed using the extra office in the Commissioners' Office to be used for executive sessions by the Board and staff. He indicated that during executive sessions, the Board would excuse itself to conduct these at a different location keeping members of the public as well as staff in the Boardroom. Commissioner Alvarez indicated he'd like to have an office at the Courthouse accessible to the community but was in favor of making room for this purpose.

WA Association of Sheriffs & Police Chiefs Training Funding

Commander Clarke via WebEx indicated that he was coming before the Board regarding the grant through the Washington Association of Sheriffs and Police Chiefs providing funds to local law enforcement agencies to assist with the costs of training required by legislation. Commander Clark

was requesting funds received in the amount of $28,270.98 go into the Sheriff Investigative Fund to be used for training. Administrator MacPherson indicated that this would allow more flexibility.

MOTION: Commissioner Delvin moved to authorize the Benton County Sheriff's Office to accept the funding under the Washington Association of Sheriffs and Police Chiefs 2022-2023 training funding released by the State Legislation in the amount of $28,270.98 to be placed in the Sheriff Investigative Fund. Commissioner Alvarez seconded and upon vote, motion carried.

Application to the WA State Dept of Commerce for the Three Rivers Recovery Housing Project

Deputy County Administrator Matt Rasmussen indicated that he had been working on a grant application for the Recovery Center. Mr. Rasmussen indicated that the County had identified a need for transitional recovery housing as a needed service in the region and desired to add that to services offered at the new facility. He further stated that the Washington State Department of Commerce has an open grant opportunity for funding that may be applicable to this project. This would be an ideal transitional place for individuals to be able to get back on their feet. Mr. Rasmussen indicated that the grant was due this week and he was coming before the Board asking to approve the submittal of a grant application in the amount of $4,421,133 to the Washington State Department of Commerce for the Three Rivers Recovery Housing Project with a minimum County match of $490,000. The grant would make 18 rooms that could be converted to housing and potentially house 36 individuals which was needed in the community.

MOTION: Commissioner Delvin moved to approve submittal of the application to the Washington State Department of Commerce Under the Washington State Multifamily Housing Unit Rapid Capital Housing Acquisition Round II Program for the Three Rivers Recovery Housing Project. Commissioner Alvarez seconded and upon vote, motion carried.

Bi County Meetings

Commissioner McKay indicated that he and Matt Rasmussen met with Franklin County Commissioner Didier and Franklin County Administrator Duane Davidson recently. Part of that discussion was the need on maintaining a relationship among the two counties and perhaps having bi county meetings quarterly would be ideal to update each other on certain bi county issues. Mr. Rasmussen indicated that Franklin County was in favor of quarterly bi-county meetings. Commissioners Delvin and Alvarez indicated their approval in an effort of receiving regular updates through quarterly meetings. Staff would work those out.

Wind Farms

Commissioner McKay and Planning staff, Greg Wendt and Michelle Cooke, briefed the Board regarding the ongoing status of the Wind Farm and how people in the area could be impacted with the Horse Heaven Wind Farm. A PowerPoint from Tri Cities Cares, a nonprofit group, showing graphs were shown illustrating the severity and seriousness this project would have within the community. Planning Manager Michelle Cooke also indicated that construction of the project would consume a large amount of water usage including the construction of roads.

New Benton County Prosecuting Attorney

Newly appointed Prosecuting Attorney Eric Eisinger was introduced. Mr. Eisinger expressed his excitement in his new role as Prosecutor.

Executive Session – Review Qualifications of Applicants for Public Employment

The Board went into executive session at 9:37 a.m. for up to five minutes with Chief Guerrero and Eric Wyant to review qualifications of applicant for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, Carlee Nave and Marilu Flores.

The Board came out at 9:40 am. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the salary request forms for Jason Kaehler and Asa Smith as presented. Commissioner Alvarez seconded and upon vote, motion carried.

Executive Session – Review Qualifications of An Applicant for Public Employment

The Board went into executive session at 9:41 am for up to five minutes with Sheriff Croskrey and Undersheriff Law. Also present were Jerrod MacPherson, Matt Rasmussen, Carley Nave and Marilu Flores.

The Board came out at 9:45 am. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the salary request form for Charles Glasscock as presented. Commissioner Alvarez seconded and upon vote, motion carried.

Executive Session - Potential and Pending Litigation

The Board went into executive session at 9:46 am for up to 30 minutes with DPA Ryan Brown and Prosecuting Attorney Eric Eisinger. Also present were Jerrod MacPherson, Matt Rasmussen and Marilu Flores.

The Board came out at 10:14 am. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to allow Jerrod MacPherson to sign an engagement letter with Kenneth Harper for legal services regarding the Horse Heaven Wind Farm application and matters relating thereto. Commissioner Alvarez seconded and upon vote, motion carried.

Tort Claims

CC 2023-01: Received from Jared Fleming on January 17, 2023
CC 2023-02: Received from Brian Quantrell on January 18, 2023
CC 2023-03: Received from Joseph Dunbar on January 18, 2023

Accounts Payable

Check Date: 12/23/2022
Warrant #241159-241341
Total all funds: $1,697,250.74

Wires: 375, 377, 379
EFT: 220-221
Total all Funds: $150,460.36

Check Date: 12/23/2022
Warrant #241342
Total all Funds: $1,889.57

Check Date: 12/30/2022
Warrants #241380-241504
Total all Funds: $662,166.81

Wire Transfers: 380, 383, 389-391
EFT: 222-244
Total all Funds: $178,018.11

Check Date: 01/03/2023
Warrants #241505
Total all Funds: $9,765.35

EFT: 245
Total all Funds: $18,235.00

Check Date: 01/05/2023
Warrants: 241539-241540
Total all Funds: $1,671.52

Resolutions

2023-001: Line Item Transfer, Fund No. 0010, Dept. 137
2023-002: Line Item Transfer, Fund No. 1110-Temp Help & Overtime
2023-003: Amended Statement of Work w/i3 ImageSoft LLC for Document Management System
2023-004: Line Item Transfer, Fund No. 0010, Dept. 106
2023-005: Organization of Benton County Commissioners for Year 2023; Rescinding Resolution 2022-024
2023-006: Line Item Transfer, Fund No. 0010, Dept. 115 to 120
2023-007: Line Item Transfer, Fund No. 3050, Dept. 000-Purchase Fire Station 3 Property
2023-008: Line Item Transfer, Fund No. 0010, Dept. 115 to 126
2023-009: Amendment I to Appraisers Collective Bargaining Agreement

2023-010: Collective Bargaining Agreement w/Sheriff's Command Guild
2023-011: Collective Bargaining Agreement w/Council 2, Local874HC Representing Courthouse Employees
2023-012: Restated Compensation for Appointed Non-Bargaining Positions in the Sheriff's Office; Rescinding Resolution 2018-488
2023-013: Creation of Rural Water Supply Program Coordinator I Position Classification & Salary Placement in Planning Dept.
2023-014: Creation of Rural Water Supply Coordinator II Position Classification & Salary Placement in Planning Dept.
2023-015: Fifth Contract Amendment w/WA State Health Care Authority for Community Prevention Wellness Initiative Services
2023-016: Extending Software & Hardware Support for Dell Compellent Storage Area Network w/Thornburg Computer Services for Administration Building
2023-017: Renewal of QLess Queuing Software for Administration Building from SHI International Corp.
2023-018: Purchase of One Laptop, Dock & Three Monitors from Dell for Sheriff's Office
2023-019: District & Superior Court Public Defense Services w/Shelley Ajax
2023-020: Early Termination of District Court Public Defense Services Agreement w/Michelle Dorsett
2023-021: Superior Court Public Defense Agreement w/Christine Bennett
2023-022: Line Item Transfer, Fund No. 1480, Dept. 121
2023-023: Line Item Transfer, Fund No. 0010, Dept. 123 to 138
2023-024: Line Item Transfer, Fund No. 1480, Dept. 117 to 122
2023-025: Contract w/Superior Tree Services for County-Wide Brush Cutting Project
2023-026: Adopting Equipment Rental & Revolving Fund Vehicle Rates/Assessments
2023-027: Purchase of Kubota Engine for 555 Broom from PacWest Machinery for Public Works Dept.
2023-028: Appointment of PayneWest Insurance as Broker/Agent of Record for Insurance Policies and/or Bonds
2023-029: Line Item Transfer, Fund No. 0010, Dept. 119 to 118
2023-030: Agreement w/State of WA Administrative Office of the Courts for Interpreter Reimbursement
2023-031: Line Item Transfer, Fund No. 1090, Dept. 000-Overtime
2023-032: Amendment to Ordinance No 459 Relating to User Fee for Courthouse Facilitator Program
2023-033: Classification Description & Salary Placement from Code Enforcement Officer to Code Enforcement Supervisor in Planning Dept.
2023-034: Line Item Transfer, Fund No. 1010, Dept. 500
2023-035: Line Item Transfer, Fund No. 0010, Dept. 116
2023-036: Creation of Position Classification & Salary Placement for Code Enforcement Officer I in Planning Dept.
2023-037: Creating Job Classification & Establishing Salary Grade for Chief Appraiser Position in Assessor's Office
2023-038: Line Item Transfer, Fund No. 0010, Dept. 101
2023-039: Amending Bylaws & Rules of Procedure for the Board of Benton County Commissioners

2023-040: Authorizing Benton County Sheriff's Office to Accept the Funding Under the WA Association of Sheriff's and Police Chiefs 2022-2023 Training Funding Released by the WA State Legislature for FY2023

2023-041: Approving the Submittal of an Application to the WA State Department of Commerce Under the WA State Multifamily Housing Unit Rapid Capital Housing Acquisition Round II Program for the Three Rivers Recovery Housing Project

There being no further business before the Board, the meeting adjourned at approximately 10:14 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	2023 Canvassing Board Appointment
Presenter:	
Prepared By:	A. Hatfield
Reviewed By:	L. Roe

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

Pursuant to RCW 29A.60.140, the chair of the county legislative body is a member of the canvassing board for canvassing the ballots and returns for elections. An appointment is needed for the upcoming 2023 Election cycle that includes the February 14, 2023 Special Election, April 25, 2023 Special Election (if called), August 1, 2023, Primary Election and any recounts, and the November 7, 2023, General Election and any recounts.

Fiscal Impact

None

Recommendation

Chair, Will McKay, sign the letter appointing himself as the member on the canvassing board.

Suggested Motion

Approve as part of consent agenda.

Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

Canvassing Board Appointment

I, Will McKay, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for:

1) The Special Election to be held on February 14, 2023. I will serve the timeframe of February 14, 2023, through certification of the election on February 24, 2023.

2) The Special Election (if called) to be held on April 25, 2023. I will serve the timeframe of April 25, 2023, through certification of the election on May 5, 2023.

3) The Primary Election to be held on August 1, 2023. I will serve for the timeframe of August 9, 2023, through certification of the election on August 18, 2023 or any recount.

4) The General Election to be held on November 7, 2023. I will serve for the timeframe of November 15, 2023, through certification of the election on November 28, 2023 or any recount.

DATED this 24th day of January, 2023.

_____
Will McKay
Chair, Board of Benton County Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2023

WHEREAS, on this 24th day of January, 2023, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2023-2024; and

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2023, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2023……$28,833,817,138

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Taxing Districts; Treasurer; Assessor; Public Works; file

L. Ivey

Office of the Assessor

BENTON COUNTY OF WASHINGTON EST. 1905

Bill Spencer, *Assessor*
Danielle Hayes, *Chief Deputy Assessor*

January 13, 2023

RECEIVED
JAN 13 2023
BENTON CO TREASURER

Kenneth Spencer
Benton County Treasurer
620 Market St
PO Box 630
Prosser, WA 99350

RE: 2023 Tax Year Property Tax Certification

Dear Kenneth,

This is to confirm that 2023 tax year property taxes were certified to you via PACS certification process on January 13, 2023.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

$ 252,018,124.87

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

Sincerely,

Bill Spencer
Benton County Assessor

Cc: Benton County Board of County Commissioners
Benton County Auditor

RECEIVED
JAN 13 2023
BENTON CO TREASURER

BENTON COUNTY, WASHINGTON
January 13, 2023

TAXING DISTRICT	*LEVY VALUATION*	*$/1000*	*AMOUNT TO BE COLLECTED IN 2023*
STATE SCHOOL PART 1	28,721,794,778	1.4169238836	$40,696,597
STATE SCHOOL PART 2	28,567,052,444	0.7571640106	$21,629,944
COUNTY-CURRENT EXPENSE	28,833,817,138	0.9007089219	$25,970,876
COUNTY-MENTAL HEALTH	28,833,817,138	0.0250000001	$720,845
COUNTY-VETERAN'S ADMINISTRATION	28,833,817,138	0.0112499999	$324,380
COUNTY ROAD	6,109,309,763	1.2278296078	$7,501,191
BENTON CITY-CURRENT EXPENSE	281,736,440	0.8094789584	$228,060
KENNEWICK - CURRENT EXPENSE	9,615,364,766	1.5492965023	$14,897,051
PROSSER - CURRENT EXPENSE	704,659,583	2.1216916453	$1,495,070
RICHLAND - CURRENT EXPENSE	9,959,759,806	2.0181047376	$20,099,838
RICHLAND - LIBRARY	9,917,634,950	0.1552429019	$1,539,642
WEST RICHLAND - CURRENT EXPENSE	2,162,986,780	1.3326937301	$2,882,599
WEST RICHLAND - POLICE BOND	2,152,658,571	0.2438844725	$525,000
FIRE DISTRICT #1-CURRENT EXPENSE	3,033,665,229	1.4073089770	$4,269,304
FIRE DISTRICT #1-GO BOND	3,095,140,496	0.0233537056	$72,283
FIRE DISTRICT #1- VOTED GO BOND	3,026,678,153	0.0568600265	$172,097
FIRE DISTRICT #2-CURRENT EXPENSE	826,662,743	1.5000000000	$1,239,994
FIRE DISTRICT #2-BOND	820,001,945	0.1516026892	$124,315
FIRE DISTRICT #2 EMS	826,662,743	0.5000000000	$413,331
FIRE DISTRICT #4-CURRENT EXPENSE	2,804,766,970	1.4420468949	$4,044,606
FIRE DISTRICT #4-BOND	2,791,473,060	0.1719522237	$480,000
FIRE DISTRICT #4-EMS	2,804,766,970	0.3322532210	$931,893
FIRE DISTRICT #5-CURRENT EXPENSE	120,375,788	0.6456422117	$77,720
FIRE DISTRICT #6-CURRENT EXPENSE	712,024,280	1.3116715627	$933,942
WEST BENTON REGIONAL FIRE AUTHORITY	1,582,920,419	1.3475247741	$2,133,024
SCHOOL DISTRICT #116-DEBT SERVICE	1,700,731,174	2.4148797635	$4,107,061
SCHOOL DISTRICT #116-ENRICHMENT	1,700,731,174	2.0473330064	$3,481,963
SCHOOL DISTRICT #17-DEBT SERVICE	12,435,486,722	1.3831384637	$17,200,000
SCHOOL DISTRICT #17-ENRICHMENT	-	0.0000000000	$0
SCHOOL DISTRICT #17-CAPITAL PROJECTS	12,435,486,722	0.3417638646	$4,250,000
SCHOOL DISTRICT #200-DEBT SERVICE	68,224,143	1.8686689709	$127,488
SCHOOL DISTRICT #200-ENRICHMENT	68,224,143	1.3559248183	$92,507
SCHOOL DISTRICT #400-DEBT SERVICE	12,136,803,740	1.4212967738	$17,250,000
SCHOOL DISTRICT #400-ENRICHMENT	12,136,803,740	2.3509592485	$28,533,131
SCHOOL DISTRICT #400-CAPITAL PROJECTS	12,136,803,740	0.4701918332	$5,706,626
SCHOOL DISTRICT #50-ENRICHMENT	522,284,115	0.6806582659	$355,497
SCHOOL DISTRICT #52-DEBT SERVICE	1,083,659,898	0.6847166730	$742,000
SCHOOL DISTRICT #52-ENRICHMENT	1,083,659,898	1.4402092417	$1,560,697
SCHOOL DISTRICT #53-DEBT SERVICE	731,885,012	0.9089605185	$665,255
SCHOOL DISTRICT #53-ENRICHMENT	-		$0
PROSSER HOSPITAL-CURRENT EXPENSE	3,017,018,710	0.3178320860	$958,905
KENNEWICK HOSPITAL-CURRENT EXPENSE	17,024,777,635	0.0955738051	$1,627,123
PORT OF BENTON-CURRENT EXPENSE	8,467,612,800	0.3316790761	$2,808,530
PORT OF KENNEWICK-CURRENT EXPENSE	20,366,204,338	0.2401125501	$4,890,181
MID-COLUMBIA LIBRARY SYSTEM	16,006,410,969	0.2621490980	$4,196,066
BENTON CITY LIBRARY CAPITAL FACITLTY AREA	942,271,061	0.0652570927	$61,490
			$252,018,125

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN INMATE BENEVOLENCE FUND NUMBER 1160, 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

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Inmate Benevolence | Fund Nbr: 1160

TRANSFER FROM: 1160 | TRANSFER TO: 1160

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236000	51956	Corrections Pastoral Counselor	$125	5236000	51935	Holiday	$125
TOTAL			$125	TOTAL			$125

Explanation:

Move funds to cover the increase in wages over the 2021-2022 biennial budget.

Prepared by: Cindi Kane | Date: 17-Jan-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 120.

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

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: 120 TRANSFER TO: 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5232100	51935	Holiday	$113	5232100	51925	Overtime	$113
5236200	51905	Temporary Help	$1,881	5232920	51935	Holiday	$1,881
TOTAL			$1,994	TOTAL			$1,994

Explanation:

Move funds to cover the increase in wages over the 2021-2022 biennial budget.

Prepared by: Cindi Kane Date: 17-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 120.

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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236200	51820	Records Clerk	$112,128	5236200	51820	Public Records Clerk	$112,128
TOTAL			$112,128	TOTAL			$112,128

Explanation:

2023/2024: Update line item title for position 1820 from Records Clerk to Public Records Clerk per CBA Resolution 2022-062 effective February 1, 2023. Position 1820 is changed from a Grade 8 to a Grade 9 on the Sheriff Clerical Salary schedule.

Prepared by: Linda Ivey Date: 18-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 111

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

DATED this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
Of Benton County, WA

Auditor
Budget

RSelga

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court Dept Nbr: 111

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5124000	51922	Judge Pro Tem	$1,500	5124000	51925	Overtime	$1,500
TOTAL			$1,500	TOTAL			$1,500

Explanation:

2021/2022 Budget. To appropriate budget for overtime to comply with budget policies

Prepared by: R Selga Date: 12-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Jan 24, 2023
Subject:	Payment to Young's Servicemaster, Inc.
Presenter:	
Prepared By:	Marilu Flores
Reviewed By:	Jeff Jones

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 November 1, 2022 Benton County closed escrow on the purchase of the old Kennewick General Hospital property and associated buildings and since taking possession of the facility it has been subject to numerous break-ins and vandalism, which have been increasing in frequency and severity. As a direct result of this vandalism, Benton County has experienced flood damage, requiring the emergency services of Young's Servicemaster, Inc. to extract water after business hours, on three separate occasions, in the amount of $31,669.10, including WSST.

Fiscal Impact

$31,669.10 – General Fund – Dept. 115

Recommendation

Recommend the Board approve the invoice in the amount of $31,669.10 payable to Young's Servicemaster, Inc., as presented.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO YOUNG'S SERVICEMASTER, INC. FOR EMERGENCY WORK AT THE OLD KENNEWICK GENERAL HOSPITAL PROPERTY

WHEREAS, on November 1, 2022 Benton County closed escrow on the purchase of the old Kennewick General Hospital property and associated buildings; and

WHEREAS, since taking possession of the facility, it has been subject to numerous break-ins and vandalism, which have been increasing in frequency and severity; and

WHEREAS, as a direct result of this vandalism, Benton County has experienced flood damage, requiring the emergency services of Young's Servicemaster, Inc. to extract water after business hours, on three separate occasions, in the amount of $31,669.10, including WSST; and

WHEREAS, payment of this invoice requires Board approval since there is not currently a contract in place with Young's Servicemaster, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes payment to Young's Servicemaster, Inc. for emergency work performed at the Old Kennewick General Hospital property in the amount of $31,669.10 including WSST.

Dated this . . . . . day of . . . . . , 2023.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Auditor, Facilities M Flores

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

Insured:	Benton County Kennewick General Hospital
Property:	900 S Auburn St Kennewick, WA

Estimator:	Young, Robert	Business:	(509) 967-3471
Business:	P.O Box 4057 West Richland, WA 99353	E-mail:	rob@smyoungs.com

Claim Number: **Policy Number:** **Type of Loss:** Water Damage

Date Contacted:	12/22/2022 3:09 PM		
Date of Loss:	12/22/2022 3:08 PM	Date Received:	12/22/2022 3:09 PM
Date Inspected:	12/22/2022 12:00 AM	Date Entered:	12/22/2022 1:44 PM

Price List:	WAKW8X_NOV22 Restoration/Service/Remodel
Estimate:	BENTON-KENN-HOSPITAL

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

BENTON-KENN-HOSPITAL

EMG

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	585.60	50.95	636.55
Totals: EMG				50.95	636.55

12-22-22

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Water extraction from hard surface floor - Cat 2 water	7,528.25 SF	0.00	0.92	602.56	7,528.55
Totals: 12-22-22				602.56	7,528.55

12-26-22

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Water extract from hrd surf flr - Cat 2 wtr - after hours	11,211.26 SF	0.00	1.44	1,404.55	17,548.76
Totals: 12-26-22				1,404.55	17,548.76

12-27-22

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Water extraction from hard surface floor - Cat 2 water	5,955.00 SF	0.00	0.92	476.64	5,955.24
Totals: 12-27-22				476.64	5,955.24
Line Item Totals: BENTON-KENN-HOSPITAL				**2,534.70**	**31,669.10**

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

Summary for Dwelling

Line Item Total	29,134.40
Sales Tax	2,534.70
Replacement Cost Value	**$31,669.10**
Net Claim	**$31,669.10**

Young, Robert

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

Recap of Taxes

	Sales Tax (8.7%)
Line Items	2,534.70
Total	**2,534.70**

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

Recap by Room

Estimate: BENTON-KENN-HOSPITAL

EMG	**585.60**	**2.01%**
12-22-22	**6,925.99**	**23.77%**
12-26-22	**16,144.21**	**55.41%**
12-27-22	**5,478.60**	**18.80%**
Subtotal of Areas	**29,134.40**	**100.00%**
Total	**29,134.40**	**100.00%**

Young's ServiceMaster, Inc.

Young's ServiceMaster, Inc.
P.O. Box 4057
West Richland, WA 99353
509-967-3471
Contractor License #YOUNGSM197DT
Federal Id: 91-1000644

Recap by Category

Items	Total	%
WATER EXTRACTION & REMEDIATION	**29,134.40**	**92.00%**
Subtotal	**29,134.40**	**92.00%**
Sales Tax	**2,534.70**	**8.00%**
Total	**31,669.10**	**100.00%**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	Deputies CBA Amendment I
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, S Hallstrom, K Gillies, J Hoover

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 2021-2024 Collective Bargaining Agreement for the Sheriff's Deputies was approved by the Board on October 18, 2022. One of the changes in the new contract is the bulk allocation or "front loading" of Kelly Time Worked (KTW) hours to support operational needs for scheduling. The intention of this language was to add flexibility to the scheduling to allow multiple days off to be taken in a period, rather than one Kelly day per period as in the previous contract. It has been brought to our attention that some contradictory language was included in the final version of the contract, specifically Article 20.6, that only allows for one Kelly day to be taken off per 28-day period, preventing the full application of the intent of the new language.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of County Commissioners sign the Resolution and Amendment I to the 2021-2024 Sheriff's Deputies CBA.

Suggested Motion

Approve as part of the consent agenda.

CC: Auditor, BCSO, HR, Hallstrom

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT I TO THE 2021- 2024 AGREEMENT BETWEEN BENTON COUNTY AND THE BENTON COUNTY DEPUTY SHERIFF'S GUILD, REPRESENTING COMMISSIONED OFFICERS OF THE SHERIFF'S OFFICE

WHEREAS, negotiators for Benton County have reached an agreement for Amendment I to the 2021 - 2024 Collective Bargaining Agreement with the Benton County Deputy Sheriff's Guild, representing commissioned officers of the Sheriff's Office; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve Amendment I to the 2021 - 2024 Collective Bargaining Agreement between Benton County and the Benton County Deputy Sheriff's Guild, representing commissioned officers of the Sheriff's Office, as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that this Amendment is effective January 1, 2023.

Dated this_____ day of _____, 2023.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

CC: Auditor, BCSO, HR, Hallstrom

Prepared by: C Nave

AMENDMENT I
to

2021 - 2024 AGREEMENT
Between
BENTON COUNTY
And
The Benton County Deputy Sheriff's Guild

Representing COMMISSIONED OFFICERS OF THE SHERIFF'S OFFICE

Benton County (Employer) and the Deputy Sheriff's Guild (Guild), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2021, through December 31, 2024, as follows:

1. **ARTICLE 20 – HOURS OF WORK AND OVERTIME** is hereby amended to read:

20.1 The work days(s) and shift(s) will be determined by the Sheriff or designee. The normal work day consists of a twenty-four (24) hour period beginning at the start of the employee's work shift. An employee's work shift shall consist of eight (8), nine (9), ten (10), ten-forty (10:40) or twelve (12) consecutive hours.

20.2 The normal work week(s) will be determined by the Sheriff or designee.

20.3 The Sheriff or designee shall have the right to implement a work period consisting of a seven (7) day work period, fourteen (14) day work period and/or twenty-eight (28) day work period.

The Sheriff or designee shall have the right to implement, if deemed in the best interest of the Employer, an eight (8), nine (9), ten (10) ten-forty (10:40) or twelve (12) hour work shift. If the Sheriff or designee implements a seven (7) day work period with an eight (8), nine (9), or ten (10) hour work shift, the overtime threshold shall be forty (40) hours. If the Sheriff or designee implements a fourteen (14) day work period with an eight (8), nine (9), ten (10), ten-forty (10:40) or twelve (12) hour shift, the overtime threshold shall be eighty (80) hours. The purpose of this Section is to permit the Sheriff or designee to implement work periods and overtime thresholds in accordance with the provisions of the Fair Labor Standards Act (FLSA) and in order to protect the best interests of the Employer.

20.4 Daily work shift hours will be established by the Sheriff or designee. Employees assigned to work an eight (8), nine (9), ten-forty (10:40), or ten (10) hour work shift will be allowed a thirty (30) minute paid lunch. Employees assigned to work a twelve (12) hour work shift will be allowed a forty-five (45) minute paid lunch. Employees are subject to call and remain on duty during lunch time.

20.5 The Sheriff or designee has the right to assign employees to particular shifts.

A. Road Deputies assigned twelve (12) hour work shifts will have a normal work schedule consisting of working thirteen (13) twelve-(12)-hour work

shifts per twenty eight (28) day work period; and follow the section 20.7 below.

B. Employees assigned eight (8)-hour work shifts will have a normal work schedule of five (5) consecutive work shifts per seven (7) day work period.

C. Employees assigned nine (9) hour work shifts will have a normal work schedule of five (5) consecutive work shifts one (1) week and four (4) consecutive work shifts in the other week, per fourteen (14) day work period.

D. Employees assigned to ten-forty (10:40) shifts will work ten hour and forty-minute shifts, on a 28 day cycle, that repeats throughout the year. Three separate rotations will make up the 28 consecutive day cycle consisting of:
5 days on duty, 4 days off duty, followed by
5 days on duty, 4 days off duty, followed by
5 days on duty, 5 days off duty.

E. Employees assigned ten (10)-hour work shifts will have a normal work schedule of four (4) consecutive work shifts per seven (7) day work period.

F. Any work outside the employee's normal work schedule is overtime/compensatory time.

20.6 ~~Employees regularly working twelve (12) hour work shifts receive one (1) twelve-(12) hour Kelly day in each twenty-eight (28) day work period (see Section 20.5A above). The Kelly day cannot be carried from one (1) twenty-eight (28) day work period to the next.~~ Each employee must schedule use of ~~the~~ Kelly days, in advance, in coordination with the employee's Squad Sergeant ~~to help ensure that the employee receives the Kelly day each pay period and~~ to minimize impact on coverage. If agreement cannot be reached between the employee and the Squad Sergeant on the scheduling of the Kelly days, the Squad Sergeant's decision cannot be grieved. In the case of a conflict between two (2) or more employees wanting the same Kelly day, seniority shall be considered.

20.7 The configuration of the twelve (12) hour shift schedule will be four shifts/squads. There will be two (2) day shifts working from 0600 to 1800 hours and two (2) night shifts working from 1800 to 0600 hours.

The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will be two (2) days off, followed by two (2) days on, followed by three (3) days off.

Additionally, employees earn hours that are set aside in a Kelly time worked (KTW) bank of hours. The bank of hours will come from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each of two (2) week cycle.

Explanation of Annual Accrual Calculation:
5 eight-hour training days = 40 total hours;
4 hours x 26 (2 week cycles per year) = 104 hours

Adding these two sources equals 144 total KTW hours earned per year. The KTO hours will come from this 144 hour KTW bank.

Employees who earn KTW hours will be credited with 72 hours of regular time off (KTO) in January, July, and of every year. Employees and their supervisors are responsible for ensuring KTW are at a zero balance on July 15 and at the end of the calendar year. Employees hired during the course of the year shall receive prorated KTO hours in an amount equal to the monthly KTO hours remaining in the year. KTO must be taken as time off and may not be cashed out without approval of the Sheriff or designee.

Should an employee leave employment with the County having used KTO hours before earing such hours, the employee must reimburse the County for the advanced KTO hours used utilizing their final paycheck upon separation from employment. If the paycheck cannot cover the amount owed, the employee shall make the reimbursement via check to the County within thirty (30) days of separation. The payment shall be delivered to the Human Resources Department.

Prior to the first of each year, the Department will identify the dates for each of the training dates during the year which shall be considered part of the work schedule and worked without additional compensation.

There will be at least one (1) month separating each of the training days, which will be set for Tuesdays or Thursdays.

When possible, makeup trainings will be separated by no less than seven (7) days to facilitate deputies who may be away due to illness, training, or vacation. Training days can only be used for training.

20.8

A. There shall be no pyramiding of overtime, Kelly time, and/or holiday (1.5x) pay. There shall be no automatically scheduled overtime as a result of normal twelve (12)-hour scheduling. Once a Kelly day is scheduled, if an employee has an unanticipated absence (i.e. sick leave) on the previously scheduled Kelly day the employee shall be permitted to use the appropriate leave for the unanticipated absence rather than the Kelly day and the Kelly day will be rescheduled. Kelly time instead of other paid leave will be used for an employee's unanticipated absence by mutual agreement of the parties.

B. If rescheduling of a Kelly day is required by the Sheriff's Office to maintain minimum staffing levels, absent mutual agreement between the employee and the Sheriff or designee, the Sheriff or designee shall give the employee seven (7) calendar days advance written notice of the Kelly day rescheduling.

20.9 Safety Release. The Sheriff's Office will make every reasonable effort to ensure that an employee will not work more than sixteen (16) hours consecutively unless deemed necessary by the Sheriff or designee.

A. An employee who is required by the County to work sixteen (16) or more hours in any twenty-four (24) hour work day and who is scheduled to work a work shift in the next twenty-four (24) hour work day shall be guaranteed at least nine (9) hours off before being required to return to active duty status.

B. When practical, prior to working sixteen (16) or more hours in any twenty-four (24) hour work day, the employee shall make the on-duty shift supervisor aware that the employee believes their current work assignment may result in the employee working sixteen (16) or more hours in the twenty-four (24) hour work day.

C. Following is an example to demonstrate how the employee will be compensated:

1. A Graveyard shift employee works 1800 to 0600 (twelve (12) hours worked). The Graveyard shift employee is required to be in Court from 0830 to 1430 (six (6) hours worked).

2. A total of 18 hours is worked within 24 hours, so to get nine (9) hours off from 1430 to 2330, the employee is not due back to work until 2330 and the employee will be compensated for hours from 1800 to 2330 as safety leave with pay and the employee will work from 2330 until 0600.

3. Deputies engaged in critical incidents which are not governed by RCW or SIU protocols but do involve a high risk of serious injury or death, may, at the discretion of the Sheriff or designee, be placed on Paid Administrative Leave.

20.10 The Sheriff's Office will make every reasonable effort to ensure that an employee receives at least fourteen (14) calendar days notice of a change to an employee's regular work schedule, unless mutually agreed upon with the employee to be sooner.

20.11 Subject to the approval of the Sheriff or designee, Deputy Sheriffs may vote by a majority for rotating or permanent shift arrangements.

20.12 Compensatory time off shall be administered in accordance with the Fair Labor Standards Act. Employees shall be allowed to accrue no more than sixty (60) hours of compensatory time. An employee must use banked compensatory time off prior to using vacation leave, except when an employee has accrued the maximum amount of vacation leave allowed. Compensatory time can be used in relation to being earned; therefore, compensatory time can be used in the same month it was accrued.

20.13 Call Out Time: If an employee is required to be called out during the employee's scheduled off-duty hours, such employee shall receive a minimum of three (3) hours pay for each such event at the employee's regular overtime rate of pay. If the amount of time actually worked exceeds three (3) hours, the employee will be compensated for the actual time worked in excess of three (3) hours at the

employee's regular overtime rate. Call Out Time excludes an employee reporting to work early, or staying late, during a scheduled shift and, meetings as defined in Section 20.14 below. Employee who are authorized to perform work via telephone during off-duty time shall receive a minimum of fifteen (15) minute at their regular overtime rate; a de minimis amount of less than seven and a half (7.5) minutes will result in no compensation. Employees who are called during quiet time, as defined below, shall receive a minimum of fifteen (15) minutes at their regular overtime rate; there is no de minimis amount.

- Days quiet time is 8pm to 5am
- Swing quiet time is midnight to 9am
- Graveyard quiet time is 7am to 3pm

20.14 If an employee is required by the Sheriff or designee to attend meetings during their scheduled off-duty hours, such employee shall receive a minimum of two (2) hours pay for each such event at the employee's regular overtime rate of pay. If the amount of meeting time actually worked exceeds two (2) hours, the employee will be compensated for the actual time worked in excess of the two (2) hours at the employee's regular overtime rate.

20.15 Employees may exchange work shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff or his designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.

20.16 All compensated time will count towards the overtime threshold. Overtime shall be calculated upward to the nearest six (6) minute increment. For employees assigned a take home vehicle, hours worked shall not include travel time to and from the employees assigned work location, unless on a dispatched call for service or on call in/out status.

4. No other language in the CBA is amended or intended to be changed or modified.

5. This Amendment is effective January 1, 2023.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY SHERIFF'S OFFICE

Thomas Croskrey, Sheriff

BENTON COUNTY DEPUTY SHERIFF'S GUILD

Brett Hansen

Brett Hansen, President

BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

Stephen Hallstrom
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	2023 Salary for Undersheriff Jon Law
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, Sheriff Croskrey, J Law, J 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

Historically, resolution 2018-488 calculated the Undersheriff's salary based on compression with positions that are now in the Sheriff's Command Guild. A new resolution was presented on 1/10/2023 to rescind Resolution 2018-488 and restate the Undersheriff's salary following the settlement of the Sheriff's Command Guild's first contract. The Board approved resolution 2023-012 on January 10, 2023, restating the Undersheriff's salary at 5% higher than the Patrol Commander.

On December 20, 2022, the Board of County Commissioners directed staff to prepare a resolution for supplemental salary for the Undersheriff for 2023, effective January 1, 2023, in consideration of the length of time it took for the Sheriff's Command Guild to settle their first contract. On January 10, 2023, a resolution was presented in response to this request. The Board requested more time to review the resolution and ask some additional questions before considering the resolution.

We are bringing back a modified version of the resolution in response to the Board's questions to clarify the request. The resolution presented modifies the Undersheriff's salary for 2023 in consideration of the Sheriff's Command Guild settlement. The additional salary for Undersheriff Law will end on December 31, 2023 or sooner if Jon Law vacates the Undersheriff position.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution setting Undersheriff Jon Law's additional compensation for 2023.

Suggested Motion

Approve as part of the consent agenda.

CC: Auditor, Sheriff, HR

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADDITIONAL COMPENSATION FOR UNDERSHERIFF JON LAW FOR 2023

WHEREAS, resolution 2023-012 sets the salary for the position of Undersheriff at 5% above the salary of the Patrol Commander; and

WHEREAS, the Patrol Commander position is part of the Sheriff's Command Guild bargaining unit; and

WHEREAS, 2.5 years passed between the certification of the Sheriff's Command Guild and the ratification of the first collective bargaining agreement for the unit; and

WHEREAS, the length of time passed has created ongoing compression concerns with the Undersheriff position occupied by Jon Law; and

WHEREAS, Human Resources recommends that Jon Law receive an additional monthly amount for 2023 to alleviate ongoing compression concerns; **NOW, THEREFORE**

BE IT RESOLVED, Undersheriff Jon Law will be paid an additional $1,450.00 per month for hours worked in 2023; and

BE IT FURTHER RESOLVED, these additional payments will end on December 31, 2023, with the final payment received on the January 5, 2024 payroll for hours worked in December 2023; and

BE IT FURTHER RESOLVED, if Jon Law vacates the position of Undersheriff, the additional payments will cease; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting, compromising, or otherwise affecting the employee's "at will" status; and

BE IT FURTHER RESOLVED, that in the event of a conflict with prevailing law, law shall prevail.

Dated this _____ day of _____, 2023.

_____

Chair of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

CC: Auditor, Sheriff, HR

Prepared by: C Nave

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Franklin County 1/17/2023; Benton County 1/24/2023
Subject:	Juvenile Detention CBA Amendment II
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, S Hallstrom

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

After an informal negotiation process via e-mail, the Bi-county negotiating team has successfully negotiated the 2023 wages and benefits opener for the 2022-2023 Collective Bargaining Agreement with the Teamsters union, representing Juvenile Detention.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Boards of County Commissioners sign the Resolution and Amendment II to the 2022-2023 Juvenile Detention CBA.

Suggested Motion

Approve as part of the consent agenda.

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AMENDMENT II TO THE 2022-2023 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND TEAMSTERS 839 REPRESENTING JUVENILE DETENTION

WHEREAS, negotiators for Benton and Franklin Counties have reached an agreement for Amendment II of the 2022-2023 Agreement with Teamsters 839 representing Juvenile Detention; **NOW THEREFORE**,

BE IT RESOLVED, the Benton and Franklin Counties Board of Commissioners approve Amendment II of the 2022-2023 Agreement between Benton and Franklin Counties and Teamsters 839 representing Juvenile Detention, as presented and authorize to sign the same; and

BE IT FURTHER RESOLVED, that the Amendment is effective January 1, 2023, and shall remain in effect for the duration of the Agreement.

Dated this ____ day of _____, 2023.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this ____ day of _____, 2023.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

AMENDMENT II
to

2022 – 2023 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT
And
TEAMSTERS UNION LOCAL NO. 839

Representing JUVENILE DETENTION UNIT

Benton-Franklin Counties Juvenile Department (Employer) and Teamsters Union Local No. 839 representing Juvenile Detention Unit (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2023, as follows:

1. Section 8.3 is hereby amended to read:

8.3 Salary Schedule:

2022: Effective February 1, 2022, the 2021 Salary Schedule will be increased by three percent (3.0%). This calculation and process shall be determined and established by the Benton County Commissioner's Office. The 2020 Salary Schedule is attached as Appendix A.

The attached Appendix A will replace the existing Appendix A effective September 1, 2022. Current employees will remain in the step they would be in on September 1, 2022. No anniversary dates will be changed.

2023: ~~For 2023, this agreement will be open for limited negotiations to determine any wage adjustments on the Salary Schedule.~~

Effective January 1, 2023, the September 2022 Salary Schedule will be increased by three percent.

To be eligible for any pay or benefits increases, the employee must be employed by the Employer in a position covered by this agreement on the date of ratification of the agreement by both the Benton and Franklin County Boards of Commissioners. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are not entitled to any of the increases in wages and benefits.

2. Section 9.2 is hereby amended to read:

9.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) and Kaiser high deductible plan as the plans for medical and hospital coverage, UEBT Dental D8, UEBT Vision Plan 3, UEBT Time Loss, and $24,000 life insurance available to Juvenile Detention employees covered by this Agreement.

A. 2022: Effective the first payroll following the date of the last signature, the Employer will contribute One Thousand, One Hundred, Twenty-Eight and 60/100 Dollars ($1,128.60) per month towards the employees medical, dental, vision, time loss, and life insurance

B. 2023: ~~For 2022, this Agreement will be open for limited negotiations to determine Employer and employees' contributions towards health and welfare benefits.~~

Effective January 1, 2023, the Employer will contribute $1,154.60 per month toward the employees' medical, dental, vision, time loss, and life insurance.

3. No other language in the CBA is amended or intended to be changed or modified.

4. This Amendment is effective as of January 1, 2023.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON-FRANKLIN COUNTIES SUPERIOR COURT

Jacqueline J Stern
Presiding Superior Court Judge
Date: 1-10-2023

David Wheeler, Administrator
Date: 1-10-2023

TEAMSTERS LOCAL NO. 839

Russell Shjerven, Secretary-Treasurer
Date: 1-6-2023

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date:

Approved as to form:

Stephen Hallstrom,
Benton County Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date:

2023 SALARY SCHEDULE

2022- 2023
Agreement by and between
Boards of Benton and Franklin County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING JUVENILE DETENTION TEAMSTERS

	STEPS in $.....								
GRADE	A	B	C	D	E	F	G	H	I
2	4613	4705	4870	5040	5216	5399	5588	5784	5986
1	4393	4481	4638	4800	4968	5142	5322	5508	5701

TITLE	GRADE
PROGRAMS DETENTION OFFICER	2
JUVENILE DETENTION OFFICER	1

cc: Juvenile, Payroll, Human Resources, Teamsters #839 and Stephen Hallstrom

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Franklin County 1/17/2023; Benton County 1/24/2023
Subject:	Bailiffs CBA Amendment II
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, S Hallstrom

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

After an informal negotiation process via e-mail, the Bi-county negotiating team has successfully negotiated the 2023 wages and benefits opener for the 2022-2024 Collective Bargaining Agreement with the Teamsters union, representing Bailiffs.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Boards of County Commissioners sign the Resolution and Amendment II to the 2022-2024 Bailiffs CBA.

Suggested Motion

Approve as part of the consent agenda.

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AMENDMENT II TO THE 2022-2024 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND TEAMSTERS 839 REPRESENTING BAILIFFS

WHEREAS, negotiators for Benton and Franklin Counties have reached an agreement for Amendment II of the 2022-2024 Agreement with Teamsters 839 representing Bailiffs; **NOW THEREFORE**,

BE IT RESOLVED, the Benton and Franklin Counties Board of Commissioners approve Amendment II of the 2022-2024 Agreement between Benton and Franklin Counties and Teamsters 839 representing Bailiffs, as presented and authorize to sign the same; and

BE IT FURTHER RESOLVED, that the Amendment is effective January 1, 2023, and shall remain in effect for the duration of the Agreement.

Dated this ____ day of _____, 2023.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this ____ day of _____, 2023.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

AMENDMENT II
to

2022 – 2024 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY, FRANKLIN COUNTY
And
TEAMSTERS UNION LOCAL NO. 839

Representing BAILIFFS

Benton-Franklin Counties Superior Court, Benton County, Franklin County (Employer) and Teamsters Union Local No. 839 representing Bailiffs (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2024, as follows:

1. Section 8.1 is hereby amended to read:

8.1 2022: Effective January 1, 2022, the 2021 Salary Schedule will be increased by three percent (3.0%). This calculation and process shall be determined and established by the Benton County Commissioners' Office.

The attached Appendix A will replace the existing Appendix A effective September 1, 2022. Current employees will remain in the step they would be in on September 1, 2022. No anniversary dates will be changed.

2023: ~~For 2023, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.~~

Effective, January 1, 2023, the September 2022 Salary Schedule will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office.

2024: For 2024, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.

2. Section 9.2 is hereby amended to read:

9.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 Composite and Kaiser Options as the plans for medical and hospital coverage available to all full time, benefit eligible employees.

2022: The Employer agrees to maintain the benefit contribution of One Thousand one Hundred Forty and 60/100 Dollars ($1,140.60) per month towards medical, dental, vision, and life insurance.

2023: ~~For 2023, this agreement will be open for limited negotiations to determine any health and welfare adjustments.~~

Effective January 1, 2023, the Employer agrees to a benefit contribution of $1,145.60 per month towards medical, dental, vision, and life insurance.

2024: For 2024, this agreement will be open for limited negotiations to determine any health and welfare adjustments.

3. No other language in the CBA is amended or intended to be changed or modified.

4. This Amendment is effective as of January 1, 2023.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON-FRANKLIN COUNTIES SUPERIOR COURT

Presiding Superior Court Judge
Date: 1-9-2023

Tiffany Runge, Administrator
Date: 1/09/2023

TEAMSTERS LOCAL NO. 839

Russell Shjerven, Secretary-Treasurer
Date: 1-6-2023

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date: _____

Approved as to form:

Stephen Hallstrom,
Benton County Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date: _____

2023 SALARY SCHEDULE

2022 - 2024
Agreement by and between
Board of Benton and Franklin County Commissioners
and
Benton-Franklin
Superior Court Teamsters #839

COVERING BAILIFF TEAMSTERS

	STEPS in $.....								
	A	B	C	D	E	F	G	H	I
	3984	4064	4206	4353	4505	4663	4826	4995	5170

cc: Superior Court, Payroll, Human Resources, Teamsters #839, BC/FC Administration

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Franklin County 1/17/2023; Benton County 1/24/2023
Subject:	Juvenile Court Guild CBA Amendment II
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, S Hallstrom

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

After two negotiation sessions and several e-mail communications, the Bi-county negotiating team has successfully negotiated the 2023 wage opener for the 2022-2023 Collective Bargaining Agreement with the Guild representing Juvenile Court employees.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Boards of County Commissioners sign the Resolution and Amendment II to the 2022-2023 Juvenile Court Guild CBA.

Suggested Motion

Approve as part of the consent agenda.

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AMENDMENT II TO THE 2022-2023 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND BENTON-FRANKLIN JUVENILE COURT GUILD, REPRESENTING JUVENILE COURT EMPLOYEES

WHEREAS, negotiators for Benton and Franklin Counties have reached an agreement for Amendment II of the 2022-2023 Agreement with the Juvenile Court Guild; **NOW THEREFORE**,

BE IT RESOLVED, the Benton and Franklin Counties Board of Commissioners approve Amendment II of the 2022-2023 Agreement between Benton and Franklin Counties and Benton-Franklin Juvenile Court Guild representing Juvenile Court employees, as presented and authorize to sign the same; and

BE IT FURTHER RESOLVED, that the Amendment is effective January 1, 2023, and shall remain in effect for the duration of the Agreement.

Dated this ____ day of _____, 2023.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this ____ day of _____, 2023.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

AMENDMENT II
to

2022 – 2023 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT
And
BENTON-FRANKLIN JUVENILE GUILD

Representing JUVENILE COURT UNIT

Benton-Franklin Counties Juvenile Department (Employer) and Benton-Franklin Juvenile Guild Representing Juvenile Court Unit (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2023, as follows:

1. Section 8.2 is hereby amended to read:

   2022: Effective January 1, 2022, the 2021 Salary Schedule will be increased by Three percent (3.0%). This calculation and process shall be determined and established by the Benton County Commissioner's Office. The 2022 Salary Schedule is attached as Appendix A.

   The attached Appendix A will replace the existing Appendix A effective September 1, 2022. Additionally, the following position numbers will be updated to reflect a new title to match Appendix A title and grade matrix. Current employees will be placed at the new grade but remain in the step they would be in on September 1, 2022. No anniversary dates will be changed.

   2023: ~~This Agreement will be open for limited negotiations to determine any wage adjustments to the Salary Schedule.~~ Effective January 1, 2023, the September 1, 2022 Salary Schedule will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioner's Office

   To be eligible for any pay increases, the employee must be employed by the Benton-Franklin Counties Juvenile Justice Center on the date of last signature on the agreement. Employees who are no longer employed by the Employer in this bargaining unit on that date are not entitled to any of the increases in wages and benefits.

2. Appendix A is hereby amended to read:

2023 SALARY SCHEDULE

2022 - 2023
Agreement by and between
Boards of Benton and Franklin County Commissioners
and
Benton-Franklin
Juvenile Court Guild

COVERING JUVENILE CLERICAL GUILD

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
8	5340	5447	5638	5835	6039	6250	6469	6695	6929
7	5085	5187	5369	5557	5751	5952	6160	6376	6599
6	4843	4940	5113	5292	5477	5669	5867	6072	6285
5	4613	4705	4870	5040	5216	5399	5588	5784	5986
4	4393	4481	4638	4800	4968	5142	5322	5508	5701
3	4183	4267	4416	4571	4731	4897	5068	5245	5429
2	3985	4065	4207	4354	4506	4664	4827	4996	5171
1	3795	3871	4006	4146	4291	4441	4596	4757	4923

TITLE	GRADE
COUNSELOR II	8
JUVENILE DETENTION SUPERVISOR	6
COUNSELOR I	6
LEGAL SECRETARY II	3
LEGAL PROCESS ASSISTANT II	3
DETENTION RECORDS CLERK	3
ACCOUNTING ASSISTANT II	3
LEGAL SECRETARY I	1
LEGAL PROCESS ASSISTANT I	1
ACCOUNTING ASSISTANT I	1

cc: Juvenile, Payroll, Human Resources, Guild, BCPA, BC/FC Administration

3. No other language in the CBA is amended or intended to be changed or modified.

4. This Amendment is effective as of January 1, 2023.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON-FRANKLIN COUNTIES

JUVENILE DEPARTMENT

Jacqueline J Stern
Presiding Superior Court Judge
Date: 1/10/2023

David Wheeler, Administrator
Date: 1-10-2023

BENTON-FRANKLIN JUVENILE GUILD
Representing Juvenile Court Unit

Patrick Luce, President
Date: 1-10-23

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date:

Approved as to form:

Stephen Hallstrom,
Benton County Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	Corrections Supervisors 2023-2025 CBA
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, J Hoover

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

After five negotiation sessions and several e-mail communications, the Benton County negotiating team has successfully negotiated the 2023-2025 Agreement between Benton County and the Corrections Corporals and Sergeants.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the 2023-2025 Agreement between Benton County and Teamsters Local 760, representing the Corrections Department Correctional Corporals and Sergeants.

Suggested Motion

Approve as part of the consent agenda

cc: HR, Auditor, Hallstrom, Corrections

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2023-2025 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL NO. 760 REPRESENTING THE CORRECTIONS DEPARTMENT CORRECTIONAL CORPORALS AND SERGEANTS

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 760 representing the Correctional Corporals and Sergeants for the 2023-2025 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the 2023-2025 Collective Bargaining Agreement between Benton County and Teamsters Local 760 representing the Correctional Corporals and Sergeants as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the Collective Bargaining Agreement is effective January 1, 2023, except as otherwise provided, and shall remain in effect until December 31, 2025.

Dated this_____ day of _____, 2023.

_____

Chair of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Hallstrom, Corrections

Prepared by: C Nave

Between

BENTON COUNTY

and

TEAMSTERS LOCAL NO. 760

Representing the
CORRECTIONS DEPARTMENT CORRECTIONAL CORPORALS AND SERGEANTS

2023-2025 AGREEMENT

cc: Local 760
Benton County Commissioners
PA's Office
Corrections Department
County Administrator
Human Resources
Payroll

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PREAMBLE

THIS AGREEMENT is entered into by and between the Benton County Corrections Department and the Board of County Commissioners of Benton County, hereinafter referred to as County or Employer, and Teamsters Local Union No. 760, representing the Corrections Department's Correctional Corporals and Sergeants, hereinafter referred to as Union.

WITNESSETH:

WHEREAS, the parties wish to establish a collective bargaining agreement covering rates of pay, hours of work, and conditions of employment in accordance with chapter 41.56 RCW; and

WHEREAS, it is intended that the following agreement shall be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes; and,

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency of county government which is expressly provided for respectively by state statutes and county ordinances and resolutions except as expressly limited herein.

ARTICLE 1 – CONSIDERATION

The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto.

ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on January 1, 2023, except as otherwise provided, and terminating on the 31st day of December, 2025.

ARTICLE 3 – NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE 4 – SUBORDINATE TO STATUTES

4.1 This agreement shall be subject and subordinate to statues and the ordinances of the County unless such ordinances are enacted ex post facto addressing the same issues that have already been negotiated by the parties and incorporated into this Agreement.

4.2 Upon written request from the Union, the Employer will negotiate effects on wages, hours, and/or working conditions of members that result from ordinances and/or regulations that are enacted after the execution of this Agreement.

ARTICLE 5 – RECOGNITION

The Employer recognizes the Union as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for all full-time Correctional Corporals and Sergeants, excluding Corrections Officers, Correctional Lieutenants, Clerks, Supervisors, and all other employees.

ARTICLE 6 – LIMITATIONS UPON UNION ACTIVITY

No Union meetings shall be held on Employer time, except when authorized and permitted by the Employer. Because the Union has no union hall in Benton County, with the consent of the Employer, the Union may schedule a vote or other meeting at the Benton County Jail facility, as long as it does not interfere with the operations of the Benton County Jail.

ARTICLE 7 – DISBURSEMENTS FROM SALARIES

7.1 Pay Day: The salaries and wages of employees shall be paid monthly via direct deposit, including final paycheck at the discretion of the Auditor's Office. Draw-pay provisions exist which permit partial payment at mid-month on request. Any change to the payroll date will be preceded by a thirty (30) day notice to the Union and the employees. If the Union requests bargaining within the thirty (30) day notice, the Employer agrees to negotiate the impact of the changes.

7.2 The Employer shall have the right to implement a different payroll framework, for example bi-weekly payroll, based on the implementation of a new payroll system when it becomes administratively possible for the Employer to do so. The Employer will provide thirty (30) days written notice to the Union and affected employees of the date when the new payroll system would begin. If the Union requests bargaining within the thirty (30) day notice, the Employer agrees to negotiate the impact of the changes.

7.3 Pay increases, whether by percentage cost of living provisions or by pay plan progressions are subject to satisfactory performance reviews and are applicable only to employees who are employed with Benton County in a position covered by this collective bargaining agreement, at the time of ratification of this contract by the Board of County Commissioners and/or the time when the increase is applicable as set forth in the contract.

ARTICLE 8 – MANAGEMENT RIGHTS

8.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement and other written agreements between the parties shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:

A. The right to establish reasonable and lawful work rules and procedures.

B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement.

D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.

E. The right to determine what law enforcement duties shall be performed by various Corrections Department personnel.

F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.

G. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer shall determine whether or not an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.

8.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Elected Officials, in this case, the Board of Benton County Commissioners, and the rights and obligations owed thereby to the electorate.

8.3 The Union may request to negotiate the impacts of the Employer's decision(s). To activate its right to bargain the impacts, the Union must provide written notification within thirty (30) calendar days of the Employer's written notification of its decision, provided that such written notification is provided to the Union.

ARTICLE 9 – EMPLOYEE RIGHTS

9.1 An employee shall have the right upon request to inspect their personnel file in accordance with the Corrections Department's Personnel Records Policy. No material referring to the employee's competence shall be placed in the file without the employee's signature and the opportunity to attach their comments. A copy of any entry to the employee's file will be given to the employee.

9.2 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.

9.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.

9.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation. Management will respond to such reports within thirty (30) days.

9.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by circulating memorandum, and the new rule or procedure shall be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

9.6 Up to two (2) Union stewards serving on the negotiating team during contract negotiations shall be excused from work in order to attend negotiations and shall not suffer a loss in wages as a result. Upon written request, a Union steward may be excused, on unpaid status, to attend training provided by the Union, provided that adequate staffing levels are maintained at no additional cost to the Employer, as determined by the Employer.

ARTICLE 10 – UNION DUES/FEES

10.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written authorization. The Union agrees to notify the Employer in writing at least thirty (30) days in advance of any increase in Union dues or fees.

The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union, with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll after the Employer's receipt of the employee's written notice.

10.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee within seven (7) calendar days.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees, and voluntary deductions, and deliver completed forms to Benton County Human Resources. The Employer shall allow a Union representative thirty (30) minutes

of a newly hired employee's regular working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. If the Union orientation does not occur during the employee's initial orientation by Benton County Human Resources, the Union shall make the necessary arrangements with Corrections Department. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

11.1 Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage or slow-down with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer.

11.2 The Employer agrees there will be no lockouts during the term of this Agreement.

11.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 12 – SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby.

ARTICLE 13 – ENTIRE AGREEMENT

This Agreement, including Appendices A and B, constitutes an entire agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE 14 – VACATIONS

14.1 Vacation leave with pay is earned at the following monthly rates depending on the employee's length of service with Benton County:

Years of Service or Major Portion Thereof	Working Hours Leave
1 through 5	10 hours
6 through 10	12 hours
11 through 15	15 hours
16 through 19	16.5 hours
20 and over	18 hours

14.2 Vacation leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer, however, said vacation leave credit may not be used. During the seventh month, or any subsequent month, vacation leave may be allowed up to the limit of the amount earned. Vacation leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. Vacation leave may be accumulated during the first one thousand and forty (1,040) hours of regular service with the Employer; however, said vacation leave credit may not be used. After the first one thousand and forty hours (1,040), or any subsequent month, vacation leave may be allowed up to the limits of the amount earned. Vacation leave credited for any month of service beyond the first one thousand and forty hours (1,040) of service may be allowed during the month earned or any subsequent month. The employee must request and receive prior approval from the Employer before the employee can utilize said accrued vacation leave.

An employee is eligible to cash out forty (40) hours of vacation leave if the employee has used a minimum of eighty (80) hours of vacation leave since December 1st of the previous calendar year, through November of the current year. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing and compensatory time used will be included in the eighty (80) hours used to qualify for a cash out.

NOTE: Monthly accrual shall commence at the completion of a major portion of a month of continuous service.

Employees with less than twenty (20) years of service shall be allowed to accrue vacation leave up to a maximum of two hundred and forty (240) hours. Employees with twenty (20) or more years of service shall be allowed to accrue vacation leave up to a maximum of two hundred and eighty (280) hours.

Only regular full-time employees who have completed six (6) months of service or who have completed one thousand and forty (1,040) hours of service shall upon separation from Benton County for any reason, be allowed to cash out the employee's accumulated vacation leave but not to exceed two hundred and forty (240) hours.

14.3 A vacation schedule shall be posted by October 1st of each year. By shift, starting with the most senior employee, each employee shall have twenty-four (24) hours to select a vacation time. Bargaining unit employees will be allowed to make one (1) selection of vacation on the first round, and again on the second round. Thereafter vacation will be selected on a first come, first served basis. All requests for vacation are subject to approval based on the operational, staffing, or safety needs of the jail, as determined by the Chief of Corrections or designee. The Chief of Corrections or designee will grant as many requests for leave as can be accommodated, in the order of receipt of each request, without compromising the operational and safety needs of the jail. Previously authorized leave may be modified or canceled if there is a necessity to do so to protect public safety, meet facility emergency requirements, and/or due to unanticipated personal emergency, as determined by the Chief of Corrections or designee. Benton County shall approve a minimum of one supervisor (Corporal or Sergeant) to be on vacation per squad as part of the vacation bid process.

Vacation requests may be submitted at any time with reasonable notice to Benton County. For requests received at least two (2) weeks prior to the requested date off, Benton County agrees to approve the request, provided that sufficient staffing exists to staff the facility.

ARTICLE 15 – SICK LEAVE

15.1 Eligibility for sick leave use shall begin after the completion of one (1) month of continuous service, but the earning of credit shall start with date of employment, pursuant to the application of chapter 49.46 RCW and authority interpreting same.

15.2 Regular full-time employees shall earn credit at the rate of eight (8) hours of sick leave with pay per month of continuous service (ninety-six (96) hours per year).

Pursuant to the application of chapter 49.46 RCW and authority interpreting same, every January 1st, all employees' sick leave accrual will be up to a maximum of one thousand and forty (1,040) working hours of sick leave as earned pursuant to the collective bargaining agreement. Monthly accrual shall credit to the employee's account at the completion of a major portion of a month of continuous service. "Continuous service" shall include employees on paid leave status.

15.3 Sick leave with pay may be used for only one of the following reasons where the facts are established by the employee's supervisor:

A. Pursuant to the application of chapter 49.46 RCW and authority interpreting same.

B. Death in the immediate family: forty (40) hours maximum per death; for the purposes of this clause only, "immediate family" includes family members identified in Section 17.4 as well as children or grandchildren of any age; or

C. Death of a friend or relative not meeting the definition of immediate family in Section 15.4: eight (8) hours maximum per death.

Sickness shall be reported to the employee's immediate supervisor at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, the employee shall submit a written request to the employee's immediate supervisor for approval for the leave so taken. Any employee who is off work due to illness in excess of three (3) work days, or less if sick leave abuse is an issue as determined by the Employer, may be required to provide a qualified Heath Care Provider's (HCP) verification of the illness as well as their qualified HCP's approval to return to work.

Employees on sick leave in excess of five (5) work days are required to call their immediate supervisor weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to inform the supervisor of the employee's status and anticipated return-to-work date. This Section does not apply to an employee who has already provided a health care provider's written statement confirming the employee's need to be off work for a specified time period.

Prior to being eligible to return to work, an employee on leave due to an injury will be required to provide satisfactory evidence and if determined to be necessary by the Employer, will be required to provide a Corrections Department Job Analysis completed by the employee's qualified HCP, confirming that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

15.4 "Immediate family" as defined pursuant to chapter 49.46 RCW and authority interpreting same.

15.5 Employees employed before July 1, 1992, will be paid for fifty percent (50%) of unused sick leave, capped at five hundred and twenty (520) hours at voluntary termination or retirement from Benton County. Employees hired on or after July 1, 1992, who voluntarily terminate their employment or regularly retire from Benton County under the County's retirement program, shall receive payment for twenty-five percent (25%) of their unused sick leave capped at two hundred and sixty (260) hours. For voluntary termination, such payment shall be limited to employees with ten (10) or more years of service; for retirement, such payment shall be limited to employees with five (5) or more years of service. Payment at voluntary termination or retirement shall not exceed Three Thousand and No/100 Dollars ($3,000.00).

15.6 The Employer may provide transitional work positions in accordance with the department policy, depending on its ability to accommodate employees based on the Chief of Corrections or designee's determination of the availability of a position and the Chief of Corrections or designee's determination of the ability of an employee to perform the duties of a transitional work position.

15.7 Family and Medical Leave: The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution No. 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Leave, Washington Family Leave Act leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Spouse Leave, in accordance with State law.

15.8 Benton County will follow Washington State's Paid Family and Medical Leave process and procedures as outlined by governing authority.

ARTICLE 16 - HOLIDAYS

16.1 The following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th

Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	At employee's choice and upon Supervisor's concurrence

16.2 Each employee is entitled to use the one (1) floating holiday per year after six (6) months of employment. In order for the employee to use said floating holiday, they must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. Employees may be granted the holiday off if manning requirements inclusive of gender and experience on a shift by shift basis are met as determined and at the discretion of the Employer. When such time off is workable it will be granted in order of seniority among those employees who so request the time off and will also depend on priorities of when employees request the time off.

16.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

16.4 An employee scheduled to work on a holiday and who actually works on that holiday will be paid at time and one-half (1.5x) for actual hours worked on the holiday, in addition to eight (8) hours of holiday pay. When the holiday falls on a Saturday or Sunday, for shift employees working rotating shifts, the time and one-half (1.5x) pay is for hours worked on the actual holiday; for other employees (such as Monday-Friday work crew employees), the time and one-half (1.5x) pay is for hours worked on the observed day. No employee is eligible for time and one-half (1.5x) pay on both the observed and actual holiday. There is no pyramiding of overtime and time and one-half (1.5x) holiday pay. If an employee is scheduled to work a holiday and calls in sick, the employee will be charged sick leave and will not receive holiday pay.

16.5 An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

16.6 The floating holiday may be taken only in full or cashed out in December, with the November payroll.

16.7 Deferred Holidays:

A. Employees hired on or before December 31, 2022 may elect to defer their holiday pay (eight (8) hours for each holiday) and receive it in the December paycheck. Deferred holidays include the holidays listed in Section 16.1, except for Christmas Eve and Christmas Day, which may not be deferred. If an employee elects to defer holidays, they will make the request in writing, on a form provided by the Employer

during the month of December for the following year. An employee who elects to defer holidays will have all the holidays (except Christmas Eve and Christmas Day) deferred unless they are on time loss on the date of the holiday. If the employee does not elect in writing to defer holidays, the eight (8) hours of holiday pay for each holiday will be included in the monthly pay period in which the holiday occurred. If the employee is on time loss on the date of the holiday, the holiday will not be deferred, rather the holiday will be included with their time loss calculations during that pay period. The holiday will reduce the hours utilized from accumulated leave banks to make up the difference in the employee's base wage.

B. Deferral of Floating Holiday:

If an employee elects to defer holidays but then wishes to take the floating holiday off, they must submit a written leave request for the floating holiday off without pay. Request and approval of a floating holiday off will be in accordance with Section 16.2, except that the Employer will provide a written response within two (2) working days.

An employee who defers holidays and then requests and is granted the floating holiday off will have the day off without pay. This day off without pay is an exception to Section 26.2, but employees may use this day off for authorized off-duty employment in accordance with Correction Department's policy.

If an employee elects to defer holidays, requests the floating holiday off with at least ten (10) days advanced notice, and is denied the requested floating holiday on two (2) occasions, in two (2) different calendar months, the employee will be paid at time and one-half (1.5x) for actual hours worked on the second (2nd) denied day off. In addition, the employee will be paid the eight (8) hours of holiday pay for the deferred floating holiday in the December paycheck.

Example: On February 1st, employee requests February 15th off and the request is denied. On February 3rd, employee requests March 15th off and the request is denied. Employee receives time and one-half (1.5x) pay for hours worked on March 15th.

ARTICLE 17 – PENSIONS AND RETIREMENT

17.1 Employees shall participate in the State Employees Retirement Plan as set forth in applicable statutes.

17.2 Employees have elected to divert by way of wage reduction the following amounts to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and pension diverted. The Employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, but otherwise there is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that Employer

make any other contribution. The hourly wage reduction shall be One and 60/100 Dollars ($1.60) per compensable hour.

ARTICLE 18 – JURY DUTY, MILITARY LEAVE

18.1 Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as the employee may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive his or her normal pay. This provision shall be subject to applicable State and Federal laws.

18.2 Any necessary leave may be allowed by the Chief of Corrections or designee to permit an employee to serve as a member of a jury. Each employee who is granted such leave and who, for the performance of the civil duties involved receives any compensation, shall be paid by the Employer for the time the employee is absent only in the amount of the difference between the employee's regular pay and the compensation so received. An employee receiving a summons to report for jury duty shall notify the Chief of Corrections or designee of such action within three (3) days of service of the summons. The Chief of Corrections or designee reserves the right to contact the court involved and to seek relief from such summons. Employees working day shift shall report to work during all hours they are released from jury duty. If less than two (2) hours remain from the time of release to the end of the employee's regular shift, the employee will be excused from work for the remainder of the employee's shift. For employees working a night shift, the shift following jury duty will be excused. For this excused time off work, the employee will be paid their regular pay, less the amount of jury pay if applicable, as indicated above.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.1 The normal work day(s) and shift(s) will be determined, from time to time, by the Chief of Corrections or designee.

19.2 The normal work week(s) will be determined, from time to time, by the Chief of Corrections or designee.

19.3 The four (4) squads working the twelve (12) hour shifts will rotate from days to graveyard, and graveyard to days, every eight (8) weeks. Alternate schedule rotations may be mutually agreed upon between the Union and the Employer. Nothing herein reflects a contract re-opener.

19.4 The Chief of Corrections or designee shall have the right to implement work periods consisting of seven (7) days, fourteen (14) days and/or twenty-eight (28) days. The Chief of Corrections or designee shall also have the right to implement, if deemed in the best interest of the Employer, eight (8), ten (10) or twelve (12) hour work shifts. The purpose of this section is to permit the Chief of Corrections or designee to implement work periods and overtime thresholds in accordance with the provisions of the Fair Labor Standards Act

as authorized by 29 USC §207(k) and in order to protect the best interests of the Employer.

A. The Employer shall provide at least ninety (90) calendar days' notice prior to implementing a change between eight (8), ten (10), and twelve (12) hour work shifts, except when an emergency exists on a limited short-term basis.

B. If the Employer elects to implement ten (10) or twelve (12) hour shifts, this Agreement remains based on an eight (8) hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

19.5 Shift hours will be established by the Chief of Corrections or designee. Employees assigned to work an eight (8), nine (9), or ten (10) hour work shift will be allowed one-half (1/2) hour for a paid meal. Employees assigned to work a twelve (12) hour work shift will be allowed a forty-five (45) minute paid meal period, uninterrupted, when feasible, and intermittent, when not feasible. If the employee is unable to take the offered entire intermittent meal period, it is the responsibility of the employee to timely report how much of the meal period was not taken to their supervisor before the end of that shift, permitting the Employer to make appropriate arrangements to complete the intermittent meal period that same shift. In the event the supervisor could not get the intermittent meal period completed during that shift, the employee will be compensated. An officer on hospital duty will be paid overtime for the time they are unable to take their intermittent meal and rest period(s). The Chief of Corrections or designee may require that employees remain in duty status during meal periods. Employees shall not leave the Jail Facility during the paid meal period without obtaining prior approval by the Employer.

19.6 Employees assigned twelve (12) hour work shifts will have a normal work schedule consisting of thirteen (13) twelve (12) hour shifts per twenty-eight (28) day work period; and the equivalent of six (6) eight (8) hour or five (5) ten (10) hour days of training per year. There shall be no overtime as a result of working a normal twelve (12) hour work schedule. Employees who are assigned to eight (8) hour shifts will have a normal work schedule of five (5) consecutive shifts per seven (7) day work period. Employees who are assigned to ten (10) hour shifts will have a normal work schedule of four (4) consecutive shifts per seven (7) day work period. Any work outside the normal work schedule is overtime/comp time.

19.7 For employees working twelve (12) hour shifts, the Employer provides employees one (1) twelve (12) hour Kelly day off per twenty-eight (28) day work period in exchange for six (6) (8) hour or five (5) ten (10) hour days of training time to take place throughout the year, paid at the regular pay rate, to be conducted on a squad's regular day off in a specified work period.

Employees who are on medical leave longer than thirty (30) days (long-term) shall be placed onto an eight (8) hour work schedule, defined as Monday-Friday 0800-1700 hours. Employees working an eight (8) hour work schedule shall not earn Kelly-time.

Employees earn twelve (12) hours of Kelly-time each work period, allowing them to take a full twelve (12) hour day off as Kelly-time off each work period. Kelly-time off will not

be carried over from one (1) pay period to the next. Kelly-time off must be scheduled in advance and in coordination with the employees' supervisor to help ensure that employees get the Kelly-time off each pay period and to minimize the impact on coverage. Each squad will schedule Kelly time off in the same manner and on a rotating basis starting with the most senior employee then the next. Employees must work with their supervisors in scheduling the days off.

Each squad will have five (5) or six (6) designated training days each year, depending on the squad's training plan for that year. The training days will be designated annually at the first of the year to facilitate the squad's vacation scheduling, etc.

A make-up training day will also be identified for any squad member missing the specified training day. Employees will only be given one (1) opportunity for make-up. Failure to attend either the primary or make-up training will result in employees forfeiting one (1) hour of vacation for each hour of training missed, to be deducted from their paid leave bank; provided, however, that in the event of employee illness on the make-up training day, the employee may opt to have up to eight (8) hours of sick time deducted from their sick leave bank (in lieu of vacation), for one (1) missed make-up training day per calendar year.

19.8 There shall be no pyramiding of overtime and Kelly time. There shall be no automatically scheduled overtime as a result of normal twelve (12)-hour scheduling. Once Kelly time off is scheduled by the employee's supervisor and the employee has an unanticipated absence during the same work week (*i.e.*, sick leave), every effort will be made to allow the employee to take sick leave for the unanticipated absence rather than Kelly time.

Kelly time, instead of other paid leave, will be used for an employee's unanticipated absence by mutual agreement of the employee and their supervisor.

If rescheduling Kelly time off is needed to maintain staffing levels as determined by the Chief of Corrections or designee, absent mutual agreement, the Employer shall give the employee five (5) calendar days advance notice.

19.9 The Corrections Department will make every reasonable effort to ensure that an employee will receive a minimum of sixteen (16) hours off between scheduled shifts of eight (8) hours, or fourteen (14) hours off between scheduled shifts of ten (10) hours, or twelve (12) hours off between scheduled shifts of twelve (12) hours.

19.10 Subject to the approval of the Chief of Corrections or designee, Correctional Corporals and Sergeants may vote by a majority for rotating or permanent shift arrangements.

19.11 Compensatory time shall be administered in accordance with the Fair Labor Standards Act. Employees shall be allowed to accrue no more than forty (40) hours of compensatory time. An employee must use banked compensatory time off prior to using annual leave, except when an employee has accrued the maximum amount of annual leave allowed.

Any remaining compensatory time balances will be paid upon transfer to a new

office/department, position, or at termination of employment, at the employee's then regular rate of pay.

19.12 If an employee is required to be present in court during their scheduled off work hours, such employee shall receive time and one-half (1.5x) pay for actual court time. If actual court time is less than four (4) hours, the employee also receives pay at the straight time rate up to the four (4) hours. Only the actual time worked will be utilized for purposes of calculating qualification for overtime in accordance with the overtime provisions of this Article.

19.13 Employees who are called in outside of their regular shifts to attend meetings will be paid for such meeting time with a minimum of two (2) hours for each such event at the overtime rate. Only actual time at the meeting will be used for calculation purposes in order to determine qualification for overtime in accordance with provisions of this Article.

19.14 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Chief of Corrections or designee. Such exchange of shifts shall not constitute a basis for entitlement to overtime compensation.

19.15 All compensated time will count towards the overtime threshold.

19.16 Hourly Rates: When any situation arises involving compensation based upon hourly rates, the employee's regular hourly rate of pay will be obtained by dividing the sum of the employee's base salary plus all other regular pay by one hundred, seventy-three and one third (173-1/3).

19.17 Overtime Procedure: The Employer will maintain a voluntary overtime signup calendar for qualified employees. In the event overtime is needed the most senior employee signed up on the calendar will be offered the overtime based on overtime hours worked through the calendar year. If the most senior employee declines the offer of overtime the next senior person on the list will be offered the overtime. This process will continue until the list is exhausted. In the event no one is available on the overtime sign up calendar an "all call" will be sent out to all staff seeking volunteers to fill the overtime prior to mandating any employee to work the overtime. In the event mandatory overtime is used the most junior employee will be mandated to work the overtime. A list will be used to track mandatory overtime. The mandatory overtime list will progress from junior to senior based on the date of hire until every available employee works mandated overtime, at which point, the list will begin again based on the last day the person worked a mandatory overtime day. The mandatory call list will be valid for six (6) months and will be reset every year on January 1st and July 1st. The Employer will notify the Union if any deviation is necessary..

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 The parties hereto recognize the need for fairness and justice in the adjudication of Union and Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance

cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

20.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, or written agreements between these parties modifying this Agreement.

20.3 Through the procedure as set forth in this Article, a grievance may be presented by an employee, the Union or the Employer. All grievances shall outline the facts supporting alleged violation(s) of the identified Articles of the collective bargaining agreement when presented to the other party A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.

20.4 Grievances may be heard at any time where practical and feasible.

20.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Chief of Corrections or designee and the Union may extend the time limits by mutual agreement in writing. The term "working days" means Monday through Friday excluding holidays named in this Agreement.

20.6 No grievances, other than grievances initiated by the Employer or the Union, shall be valid unless said grievance is submitted at Step 1 within fifteen (15) working days from its occurrence. If a grievance is not presented within fifteen (15) working days from its occurrence, said grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. If the Employer or Union does not respond within the specified time limits, that party shall lose the grievance.

20.7 The grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's Chief of Corrections or designee within fifteen (15) working days from its occurrence. In recognition of, and in the spirit of, RCW 41.58.040(2) to resolve disputes as expeditiously as possible, the parties may agree to meet and attempt to settle the grievance within five (5) working days of the Management receiving the grievance, in which case management shall respond in writing within ten (10) working days after the conclusion of the meeting, whether or not resolved. If the parties do not meet, management shall respond in writing to the grievance within fifteen (15) working days after receiving the grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the grievant at Step 1, then within fifteen (15) working days of the response in Step 1, above, the grievance shall be presented

in writing to the Chief of Corrections or designee. Thereafter, the Chief of Corrections or designee shall respond in writing to the aggrieved employee and Union within fifteen (15) working days after receipt of the grievance.

A grievance filed by the Employer against the Union, or by the Union, must be initiated in writing at Step 2, and submitted to the Union Secretary Treasurer or the Chief of Corrections or designee, respectively, within fifteen (15) working days after the grieving party knew or reasonably should have known of the event giving rise to the grievance.

As in Step 1, the parties may agree to meet and attempt to resolve the dispute within five (5) working days of the grievance being filed, in which case the respondent shall respond in writing within ten (10) working days after the meeting. If the parties do not meet, the written response is due within fifteen (15) working days after receiving the grievance.

Step 3:

(a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration.

(b) Notice – Time Limitation: The Union or the Employer shall notify the other in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.

(c) Arbitrator – Selection: After timely notice, the parties will select an arbitrator in the following manner:

(i) The parties shall attempt to select the arbitrator within twenty (20) calendar days after receipt of the written grievance at Step 3. Thereafter, the hearing of the matter shall be at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected through the procedure as provided for in Step 3 (c)(ii), below.

(ii) In the event either party does not agree on an arbitrator, then and in that event, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the list of eleven (11), then the two (2) parties shall meet or confer by telephone. The non-grieving party shall elect to either strike one (1) name from the list (or defer the first strike to the grieving party) and communicate that striking party's choice to the other party. The non-striking party will then strike one (1) name from said list and so on, proceeding in an alternating order until each party has struck five

(5) names from the list. The remaining name shall be the arbitrator, and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.

(d) Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

(e) Limitations, Scope and Power of Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

(ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or written agreements between the parties modifying, or to determine whether there has been a violation of the terms of this Agreement or written agreements between the parties modifying this Agreement by either the employee or the Union.

(iii) The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated (unless the respondent party in writing agrees to an amendment of the question at the conclusion of Step 2). Said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.

(iv) In conducting hearings, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

(f) Arbitration Award – Damages – Expenses:

(i) Arbitration awards shall not be made beyond the date of the occurrence upon which the grievance is based, that date being fifteen (15) working days or less prior to the initial filing of the grievance.

(ii) The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

(iii) The arbitrator shall not have authority to award punitive damages.

(iv) In the event that either party evaluates and determines that the

arbitration award was made beyond the jurisdiction of the arbitrator, then and in that event, said award may be appealed to Superior Court within thirty (30) days, for a review of the record and not a *de novo* proceeding.

(v) Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case, including their own attorney fees, as well as one-half (1/2) the expenses of the arbitrator.

(vi) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the stenographic record, including without limitation, hearing costs, shall be shared equally.

ARTICLE 21 – MEDICAL, HOSPITAL AND LIFE INSURANCE

21.1 Effective with the first payroll cycle following the date of last signature on this Agreement, the Employer agrees to pay ninety-five percent (95%) of the premiums for medical, dental, vision, time loss, and life insurance, for the following plans and benefits:

A. Washington Teamsters Welfare Trust Plan B;
B. Washington Teamsters Welfare Trust Dental Plan A;
C. Washington Teamsters Welfare Trust Vision Plan EXT; and,
D. Washington Teamsters Welfare Trust Time Loss Plan; and
E Standard Insurance Company Basic Life Plan.

The Employer will pay ninety-five percent (95%) of the premiums for the above listed policies. The employee portion of five percent (5%) will be paid by payroll deduction. Any additional amounts necessary to pay insurance premiums for coverage elected by the employee shall be paid by the employee by payroll deduction (for example, if the employee elected voluntary term life insurance coverage, the employee will pay the additional monthly premium).

All employees must maintain life insurance through Employer plans. The Correctional Corporals and Sergeants bargaining unit, elected to have Twelve Thousand and No/100 Dollars ($12,000.00) face value life insurance coverage.

The percentages listed herein and the method for accomplishing the payment of the employee portion shall be the "status quo" during negotiations and mediation for a successor labor agreement; provided, however, neither party is precluded from proposing different percentage formulas and/or different approaches to insurance, and if the parties reach impasse on such insurance proposals in negotiations and mediation, then either party may advocate such position in an interest arbitration proceeding.

21.2 The Employer shall pay each month into the above plans on account of each regular full-

time employee who was compensated forty (40) hours or more the previous calendar month. The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the eligibility and enrollment requirements as set forth in this Agreement or the insurance provider's plan documents. If the employee was compensated at least forty (40) or more hours during the last calendar month of employment, coverage extends through the end of the month following termination.

21.3 If the insurance company or companies or applicable brokers/agents notifies the Employer of changes in the benefits structure, benefit level and/or premium level, the Employer will notify Union of said changes. If the changes are mandated on the Employer then the Employer will so notify the Union and the parties will meet for informational purposes. Thereafter, the Employer shall implement the mandated changes. If the changes are not mandated and if there are options for changes then the Employer will communicate with the Union to discuss these options and thereafter will implement the changes taking into consideration the interest of the Employer and the employees.

21.4 The parties agree that this contract does not spell out the coverage of medical insurance afforded the employees and that, therefore, the Employer will not be responsible for claims denied by carriers.

ARTICLE 22 – COMPENSABLE ON-THE-JOB INJURIES

Employees who may suffer a compensable on-the-job injury requiring their absence from work will be permitted to apply accumulated sick leave to the first three (3) work days of such absence less any State compensation which may be applicable. During the absence of such employee, said employee will be considered as being "on leave of absence -compensable injury" and as such the Employer will continue to pay up to the medical premium contributions for such time as the employee is supplementing their time loss payments with accumulated leave during the period of Family and Medical Leave Act (FMLA) leave or as required by the Paid Family Medical Leave (PFML). Time loss payments are not considered compensation, however, while an employee is on time loss, their sick and vacation will continue to accrue, and their anniversary date will not change.

If the employee runs out of compensated leave then the employee will be responsible for paying the premiums directly to the insurance carrier as determined by the Employer; provided, however, the Employer will continue to pay up to the medical premium contributions for three (3) months beyond exhaustion of compensated leave. If the employee qualifies for time loss payments, then the employee shall apply their compensated leave toward the base wage difference between the time loss payment and the normal base wage for a normal work day. The employee must keep their supervisor informed of their status and prognosis for return to work on a regular basis, as determined by the supervisor.

If an employee is unable to return to work and has exhausted their compensated leave, the employee is eligible for administrative separation.

ARTICLE 23 – DISCIPLINE AND DISCIPLINARY PROCEDURES

23.1 Just cause is inclusive of neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or Corrections Department's rules and/or regulations, violation of no strike clause, conflict of interest between off-duty activities and job duties, abuse of sick leave and such other causes normally serving as a basis for discipline in labor and personnel relations.

23.2 Disciplinary action or measures shall include only the following:

A. Oral reprimand,
B. Written reprimand,
C. Suspension without pay,
D. Demotion,
E. Discharge.

23.3 The parties agree that progressive and escalating levels of discipline are preferable to provide an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct; the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written warning relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Chief of Corrections or designee under this concept:

A. First offense . . . . oral reprimand, written reprimand.

B. Second offense . . . . written reprimand, suspension without pay.

C. Third offense . . . . written reprimand, suspension without pay, demotion, discharge. If the Chief of Corrections or designee determines that a suspension without pay is the appropriate level of discipline, forfeiture of vacation time for some or all of the period of suspension is available, provided this substitution is mutually agreeable to the parties.

23.4 Notwithstanding Section 23.3 above, the Chief of Corrections or designee may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline and/or misconduct pursuant to the CBA.

23.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than thirty (30) calendar

days following the work, incident, or conduct which gave rise to the complaint, or later than thirty (30) calendar days of such work, incident or conduct being known to the Employer by way of investigatory proceedings, or later than thirty (30) calendar days from conclusion by the investigating agency of criminal investigatory proceedings, whichever occurs sooner.

23.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

23.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without just cause and without any recourse.

23.8 Any disciplinary action by a supervisor other than the Chief of Corrections or designee, except verbal reprimands, shall not be final unless affirmed in writing by the Chief of Corrections. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.

23.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the employee's immediate supervisor and the Chief of Corrections or designee, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

23.10 An employee has the right to have a disciplinary action against them reviewed through the grievance procedure. The employee must file a grievance within ten (10) calendar days of the disciplinary action. If a grievance is sought, it shall proceed under the terms of the Agreement.

23.11 In the event of imminent dismissal of an employee, and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided up to one (1) business day to confer with the Union before having to respond to the offer of resignation.

23.12 Informal, private, non-Coaching and Counseling discussions/communications are not disciplinary discussion and are not grieveable: they cannot be recorded in the employee's personnel file, cannot be cited as an element of a prior, adverse record, and can be relied on only to show that the employee was made aware of their obligations and responsibilities.

23.13 Written or oral coaching and counseling communication is not discipline and is not subject to challenge through the grievance process and procedures.

ARTICLE 24 – LAYOFF AND RECALL

24.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.

The Employer agrees to notify the Union of any and all pending layoffs and agrees to meet with the Union to inform them of those positions which will be laid off prior to implementation of the layoff. Said notification and meeting shall not constitute an obligation to bargain about the decision nor shall it constitute an obligation to bargain about the effects of the layoff. The purpose of the notification and the meeting is strictly informational in nature. The Union does not waive their right to bargain the impacts of the Employer's decision.

24.2 The Employer shall give as much notice as practicably possible to designated employees but shall not be less than thirty (30) calendar days.

24.3 When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off. The Union representative will be notified of the number of employees and classifications designated for reduction as soon as said determination is made. When the Employer determines which employee(s) and classification(s) shall be laid off, the Employer will implement a layoff in accordance with the seniority provision (Article 28) of this Agreement.

24.4 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new full-time employees shall be hired by the Employer until the Chief of Corrections or designee determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of their current mailing address, email address, and telephone number. An offer of re-employment shall be in writing and sent by mail and email to the employee. The employee shall be deemed to have received notice within five (5) days after the Employer mailed and emailed said notice. An employee so notified must indicate their acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within ten (10) days of acceptance of said offer or forfeit all call-back rights under this Article.

24.5 Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed their one (1) year probationary period.

24.6 Employees laid off shall be compensated for unused accumulated vacation leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 25 – WAGE RATES AND OTHER COMPENSATIONS

25.1 Effective January 1, 2023, the Salary Schedule shall be increased by five percent.

Effective January 1, 2024, the Salary Schedule shall be increased by five percent.

Effective January 1, 2025, the Salary Schedule shall be increased by three percent.

This calculation and process shall be determined and established by the Benton County Commissioners Office.

Any retroactive pay increases are applicable only to those employees who are employed in a position covered by this collective bargaining agreement on the date of last signature on the Agreement. Employees who terminate employment for any reason prior to that date will not receive any pay increases.

25.2 The County will match employee contributions up to one percent of the employee's base wage into the County sponsored International City/County Management Association (ICMA) 457 plans.

25.3 The parties recognize that pension contributions made by Employer on behalf of employees in the bargaining unit to the Western Conference of Teamsters Pension Trust under Section 17.2 of this Agreement are a portion of the total economic wage package and are included in the salaries set forth in the Salary Schedule. Therefore, when comparable salaries are utilized, these pension contributions are included in the salaries. Likewise, when increases in the salary schedule are factored, these pension contributions are included in the salaries when any calculation is performed.

25.4 The pay plan shall be administered in accordance with the following provisions:

A. Pay Plan Progression: An employee will be placed at a step on the pay scale for their classification and for progression through the salary steps, a candidate must meet the following requirements for each step:

Step 1: Successful completion of twelve (12) months service at Step 2.

Step 2: Lateral hire or successful completion of twelve (12) months service at Step 3.

Step 3: New hire.

B. New Hires: Persons selected may be paid at a higher pay step, higher than Step 3, based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Chief of Corrections or designee and the Board of County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step 3, then said employee shall remain at that step for a

minimum of twelve (12) consecutive months or longer depending on whether the Employer determines that said employee has successfully completed their probationary period. It is understood that the step increase from Step 3 to Step 2 does not affect the length of the probationary period for new employees.

C. Subsequent Pay Steps: In order to be eligible for subsequent steps from Step 3 to Step 1, an employee shall serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step; and eligibility for movement shall be subject to successful job performance documented in a written performance evaluation.

D. Promotions: Promotions are subject to the determination of the Chief of Corrections or designee. Employees will receive the starting rate/step of the new classification when promoted and will be given a new anniversary date.

E. Demotions: An employee who moves to a lower pay grade shall move to the step in the lower grade that results in the smallest decrease in pay, except when the demotion is associated with disciplinary action. The employee will be given a new anniversary date.

ARTICLE 26 – LEAVE OF ABSENCE WITHOUT PAY

26.1 An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave from the Chief of Corrections or designee. Said Chief of Corrections or designee may approve or disapprove said leave. Such leave requests shall be made thirty (30) days prior to the anticipated start of leave when applicable. Prior to approval of such leave, the employee and the Chief of Corrections or designee shall reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay shall not be authorized in any case where such leave shall operate to the detriment of the Corrections Department's service.

26.2 In order to be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. Employees may not use leave without pay for vacation or other short-term absences resulting from not having sufficient leave banked. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee's leave bank(s).

26.3 While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases, and the employee is eligible for COBRA benefits. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly. An anniversary date will not be adjusted if the leave of absence without pay is covered by FMLA or PFML.

26.4 If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 27 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action inclusive of discharge/termination. Unauthorized absences from duty for three (3) consecutive days will constitute a basis for discharge.

ARTICLE 28 – SENIORITY PROVISION

"Seniority" as used in this Agreement means all service under this Agreement since the last date of hire. Preference in vacation scheduling, overtime, and layoff shall be determined by seniority, except as provided by Article 19.17 (Overtime Procedure). The Employer will provide the Union with a copy of an up-to-date seniority list when requested.

An employee will lose seniority rights by and/or upon:

A. Resignation;
B. Discharge for just cause;
C. Retirement;
D. Layoff of more than one year; and/or
E. Failure to respond to recall of employment.

ARTICLE 29 – TYPES OF EMPLOYMENT

Regular Employee: All employees in the bargaining unit working full-time other than temporary employees.

Full-time Employee: An employee working forty (40) hours per work week.

Probationary Employee: An employee shall be on probation during the first twelve (12) months of employment. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. If the employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.

Temporary Employee: An employee hired to fill a position either full-time not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year. Temporary employees shall not be entitled to the fringe benefits described within this Agreement (*i.e.*, insurance, etc.), unless otherwise provided by law, except that temporary employees are eligible for the Teamsters Pension as provided in Section 17.2.

ARTICLE 30 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union. Allegations of violation of these terms shall be processed through the existing Benton County Anti-Discrimination procedures, and shall not be grievable under the grievance provisions of this Agreement.

No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 31 – LABOR MANAGEMENT COMMITTEE

The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. This committee shall consist of up to three (3) union members chosen by the union and three (3) management members chosen by management.

The Labor Management Committee may schedule meetings at mutually agreeable times, generally every two (2) months. Upon ratification of this Agreement, the parties shall meet to form their committee and to work out all details pertaining to the functioning of the committee. Management and employees may raise any issue of concern to them in a Labor Management Committee meeting. However, disposition of matters covered in the Labor Management Committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 32 – LEAVE SHARING

32.1 The purpose of the program is to allow an employee to transfer a portion of their Vacation Leave, as defined in this Article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness, injuries or a qualifying event/condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this Article and the Benton County policy on Voluntary Transfer of Vacation Leave.

32.2 Policy: Leave sharing shall be implemented as follows:

A. The recipient employee shall exhaust all accrued paid leave, or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred vacation leave.

B. The transferring party must either:

i. Have taken at least forty (40) hours of Vacation Leave in the previous twelve (12) months; or

ii. Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of Vacation Leave shall be submitted on a Voluntary Transfer of Vacation Leave form to the Chief of Corrections or designee. Each request shall include:

i. The amount of Vacation Leave to be transferred (in full-hour increments);

ii. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;

iii. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.

D. Approval of the transfer is at the discretion of the Chief of Corrections or designee. If the transfer is approved, the Chief of Corrections or designee shall sign the request and the request shall be submitted to the Auditor's Office for processing, with a copy to the Human Resources Department.

E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.*, if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor.

F. An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave.

G. Leave sharing shall not apply to probationary employees.

H. Donation and return of Vacation Leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of employees donating leave will be kept confidential and will not be released for any reason.

ARTICLE 33 – OPEN POSITIONS AND ASSIGNMENTS

33.1 Open Positions: The Employer will accept applications when deemed necessary by the Chief of Corrections by utilizing the Employer's website for notice and process.

33.2 Internal Assignment: When a vacancy exists within an internal assignment, for example a care and custody position, support position, etc., the Employer will post the vacancy on the

Employer's website and Department bulletin board for ten (10) calendar days. Interested and qualified candidates shall submit a letter of interest to the Chief of Corrections or designee. The assignment will be made from the pool of qualified candidates. If there are no interested and qualified candidates, the Union will be notified prior to the assignment, and the assignment will be made at the discretion of the Chief of Corrections or designee.

ARTICLE 34 – TERM OF AGREEMENT

34.1 This Agreement shall become effective January 1, 2023 except as otherwise indicated in this Agreement, and shall remain in effect until the 31st of December, 2025.

34.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC shall be advisory only and not binding on either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives and are bound by the terms and conditions of this Agreement.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Attest:

_____
Clerk to the Board

Date: _____

Approved as to Form:

_____
Stephen J. Hallstrom
Deputy Prosecuting Attorney

TEAMSTERS LOCAL NO. 760

_____
Leonard J. Crouch, Secretary Treasurer

Date: _____

APPENDIX A

A. EDUCATIONAL BONUS: Employees who present to the Chief of Corrections or designee evidence of satisfactory completion of a two (2) year Associate Degree from an accredited institution, will have the sum of One Percent (1.0%) added to their base monthly salary. Employees who present to the Chief of Corrections or designee evidence of satisfactory completion of a four-year degree from an accredited institution will have the sum of Two Percent (2.0%) added to their base monthly salary.

Effective with the February 2024 pay period commencing January 1, 2024, with the payday on February 5, 2024, a two (2) year Associate Degree from an accredited institution, will have the sum of One and a Half Percent (1.5%) added to their base monthly salary and a four (4) year degree from an accredited institution will have the sum of Two and a Half Percent (2.5%) added to their base monthly salary.

B. SERVICE PAY: Full-time employees shall receive compensation in addition to base salaries, depending on their length of service with the Benton County Corrections Department including years of continuous service with the Benton County Sheriff's Office, the following credit for each year of service up to a maximum of twenty (20) years excluding the probationary period. Service pay will be adjusted annually according to the employee's date of hire with the Benton County Corrections Department including years of continuous service with the Benton County Sheriff's Office as a Corrections Officer:

$10.00 for each year of service.....$200 maximum per month

C. DAYLIGHT SAVING TIME: For employees who actually work during the daylight saving time conversion in the spring, the employee has the option to use one hour of vacation or compensatory time, or to physically work an hour past the regular shift end time. For employees who actually work during the daylight savings time conversion in the fall, the Chief of Corrections or designee may elect to authorize accrual of one and one-half (1.5) hours of compensatory time or payment of overtime.

E. PREMIUM PAY – ERT: ERT Supervisor will receive Fifty and No/100 Dollars ($50.00) pay per month, in addition to any other specialty pay the employee receives.

G. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS: Uniforms will be of a style determined by the Employer. The Employer may set required standards for uniform style, make-up, components, condition, and appearance. Two (2) uniform cleanings per week will be provided. The brand and type of boot will be determined by the Employer. Employees who opt to purchase their own boots will be reimbursed up to $150.00, including Washington State sales tax, ever year or $300.00 every two years after providing a copy of the boot receipt.

H. BILINGUAL INTERPRETERS: The Employer will provide a premium pay of Two Percent (2.0%) per month for each employee who has been assigned by the Chief of Corrections or designee to be a Bilingual interpreter and who has been certified as a Bilingual interpreter in accordance with the certification requirements determined by the

Chief of Corrections or designee. The number of employees assigned as Bilingual interpreters may be changed by the Chief of Corrections or designee at any time, and the Chief of Corrections or designee may remove an employee from such assignment at their discretion.

To receive this premium pay, an employee must request assignment by the Chief of Corrections or designee and meet certification requirements determined by the Chief of Corrections or designee at that time. Following approval by the Chief of Corrections or designee, the employee may take the certification test. The employee must pay the test-taking fee directly to the testing agency before taking the test. If the employee successfully passes the test, the Employer will reimburse the employee for the test-taking fee, and the employee will be assigned as a Bilingual interpreter. To receive this premium pay, the employee must be assigned as a Bilingual interpreter for at least fourteen (14) days in the pay period.

I. WORK IN HIGHER CLASSIFICATION: An employee who is assigned work in a higher classification than normally assigned shall be compensated at the rate of the appropriate level for the assigned position. The employee will be paid at the higher classification once the employee has worked within that classification in excess of 30 calendar days. The out-of-class position will be offered by seniority within the squad. If the most senior Corporal declines, the offer shall be extended to the next senior.

APPENDIX B

2023 SALARY SCHEDULE

2023-2025
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 760
Warehousemen, Garage Employees, and
Helpers Union

COVERING CORRECTIONAL CORPORALS AND SERGEANTS TEAMSTERS

Title/Step	TIG (months)	January 1, 2023 5.0%
Corporal		
1	24	6,983
2	12	6,812
3	0	6,642
Sergeant		
1	24	7,515
2	12	7,331
3	0	7,153

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	Contract 22-62210-002 Community Development Block Grant
Presenter:	
Prepared By:	Deena Horton
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:

- ☒ 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

Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG). Benton County will make available $67,000.00 in CDBG funds to the grant subrecipient community action program, Benton-Franklin Community Action Connections. These funds will result in new and increased CDBG eligible public services. The services will benefit approximately 133 persons and target limited clientele based on HUD's low- and moderate-income criteria for Benton and Franklin Counties. The grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2022 and June 30, 2023.

Fiscal Impact

Amount: Total grant amount of $67,000.00
Fund: 0108-101 Human Services Budget

Recommendation

Approve signing the resolution allowing Benton County Department of Human Services to accept the Department of Commerce's grant for CDBG funding.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING CONTRACT NUMBER: 22-62210-002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), PUBLIC SERVICES GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY

WHEREAS, Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant; and

WHEREAS, Benton County will make $67,000.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will result in new and increased CDBG eligible public services; and

WHEREAS, the county will receive up to $3,500.00 for eligible general administration costs; and

WHEREAS, the services will benefit approximately 133 persons and target limited clientele based on HUD's low- and moderate- income criteria for Benton and Franklin Counties; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2022 and June 30, 2023; **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the Community Development Block Grant (CDBG), Public Services Grant between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of $67,000.00; and

BE IT FURTHER RESOLVED, that the 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 Community Development Block Grant (CDBG), Public Services Grant; and

BE IT FURTHER RESOLVED, that Kyle Sullivan, Manager of the Department of Human Services is able to DocuSign the contract on behalf of Benton County; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on July 1, 2022 and ends on June 30, 2023.

Dated this.....day of ....., 2023

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Washington State Department of Commerce

Federal Interagency Grant Agreement with

Benton County

through

Community Development Block Grant (CDBG) Program
Public Services Grant

Contract Number:
22-62210-002

For

Public Services through Benton Franklin Community Action Committee to low- and moderate-income persons in Benton and Franklin counties

Start date: July 01, 2022

Washington State Department of Commerce

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FACE SHEET

Contract Number: 22-62210-002

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG Public Services Grant

1. Grantee	2. Grantee Doing Business As (optional)
Benton County PO BOX 190 Kennewick, WA 99350	N/A
3. Grantee Representative	**4. COMMERCE Representative**
Deena Horton, Program Specialist 509-737-3953 deena.horton@co.benton.wa.us	Jeff Hinckle, Project Manager PO Box 42525/1011 Plum Street SE, Olympia, WA 98504 (360) 605-2402 jeff.hinckle@commerce.wa.gov

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$67,000.00	**Federal:** ☑ **State:** ☐ **Other:** ☐	7/1/2022	6/30/2023

9. Federal Funds	Federal Agency:	ALN (CFDA #):	Indirect Rate (if applicable)
$67,000.00	U.S. Department of Housing and Urban Development (HUD)	14.228	N/A

10. Tax ID #	11. SWV #	12. UBI #	1 3. UEI #
On File	SWV0000322-02	035-000971	HG29NCPLDG56

14. Grant Purpose

Public Services through Benton Franklin Community Action Committee to low- and moderate-income persons in Benton, Franklin counties. A full description of the project is in Attachment "A" Scope of Work and Budget.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work and Budget.

FOR GRANTEE	FOR COMMERCE
Kyle Sullivan Human Services Manger	Mark K. Barkley, Assistant Director Local Government Division
1/4/23 Date	Date
	APPROVED AS TO FORM ONLY **Sandra Adix, Assistant Attorney General 09-02-2022**

Washington State Department of Commerce

Special Terms and Conditions

1. Definitions

A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.

B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

C. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" or "subcontractor" mean subcontractor(s) in any tier.

D. "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.

2. Authority

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. Acknowledgement of Federal Funding

Federal Award Date: August 29, 2022
Federal Award Identification Number (FAIN): B-22-DC-53-0001
Total amount of the federal award: $12,719,519
Awarding official: Carmen E. Reed, Acting HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee 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 Grant No. B-22-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. Grant 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 COMMERCE and their contact information are identified on the Face Sheet of this Contract. The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

5. Compensation and Expenses

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work in Attachment "A" - Scope of Work and Budget.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

6. Subcontractor Data Collection

Grantee will submit reports, in a form and format to be provided by 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.

7. Indirect Costs

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

8. Billing Procedures and Payment

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, submitted not more often than monthly to the COMMERCE Representative.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and 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 Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

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

9. Audit

If the Grantee is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement. The Grantee shall send all single audit documentation to Federal Audit Clearinghouse.

10. 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 to the Commerce Representative identified on the Face Sheet.

11. Debarment

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Grant, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. 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 (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that 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 COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Insurance

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. Acquisition and Disposition of Assets

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of $25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

14. Environmental Review

General Purpose and Economic Opportunity Grants

COMMERCE shall not release funding to a Grantee until the following conditions implementing 24 CFR part 58 are met:

A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.

B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local

environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

15. Historical or Cultural Artifacts, Human Remains

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP). If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

16. Laws

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

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

17. Performance Reporting

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

18. Program Income

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in Attachment A - Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of $100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

19. Subcontracts for Engineering Services

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

20. Closeout

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

B. The Grantee has held a public hearing to review program performance.

C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.

21. Order of Precedence

In the event of an inconsistency in this Grant, 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 and Budget
- Community Development Block Grant (CDBG) policies and procedures including the CDBG Management Handbook, prepared by Commerce, located at www.commerce.wa.gov\CDBG
- COMMERCE grant award letter to Grantee
- Grantee's application for funding

Washington State Department of Commerce

General Terms and Conditions

1. Definitions

As used throughout this Grant, 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 Washington Department of Commerce.

C. "Grant" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

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

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "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.

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee" or "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" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. All Writings Contained Herein

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

3. Amendments

This Grant 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.

4. Assignments

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. Confidentiality and Safeguarding of Information

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

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify 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.

6. Copyright

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. 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 Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grantee, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the

Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. Disputes

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

6. Governing Law and Venue

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

8. Indemnification

Each party shall be solely responsible for the acts of its employees, officers, and agents.

9. Licensing, Accreditation, and Registration

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

10. Recapture

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

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

11. Records Maintenance

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by 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.

12. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

13. Severability

The provisions of this Grant 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 Grant.

14. Subgranting/Subcontracting

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

15. Survival

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

16. Termination for Cause

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

17. Termination for Convenience

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

18. Termination Procedures

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and 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 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 COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of 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 Grantee shall:

A. Stop work under the Grant 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 Grant that is not terminated;

C. Assign to 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 Grantee under the orders and subgrants/subcontracts so terminated, in which case 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 COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to 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 Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

19. Treatment of Assets

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

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

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

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

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

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

20. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK AND BUDGET

Grantee: **Benton County**

Contract: **22-62210-002**

Project Description / Deliverable

Benton County is awarded a CDBG Public Services Grant for eligible public servces through Benton Franklin Community Action Committee.

These services will be directed toward limited clientele with low and moderate incomes (LMI) based on HUD LMI criteria. This grant will exclusively benefit approximately 96 persons residing in the non-entitlement area(s) of Benton and Franklin counties.

Project Budget

Budget Code & Funding		Leveraged other Funding		Total Funding
21A General Administration $	$3,500	***Other Federal $***	$0	
05 Public Services $	$63,500	***Other State $***	$0	
		Local Public $	$0	
		Private $	$0	
Total CDBG Funds $	$67,000	***Total Other Funds $***	$0	$67,000

Project Activities	Milestones
- Execute grant contract with Commerce. - Complete the environmental review in compliance with Federal related laws and authorities. - Verify subrecipient does not have an active exclusion record in SAM.gov. - Establish a subrecipient agreement that includes the project budget and the semi-annual beneficiary reporting requirement. Submit a signed copy to Commerce.	Before first payment request
- Review subrecipient reimbursement requests against the project costs, project budget, and contract start date. - Document the county's CDBG general administration costs. - Prepare and submit payment requests with supporting documentation to Commerce. - Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly
- Submit CDBG Beneficiary Reports by the end of the month following the semi-annual date.	Jan 31, July 31
- As necessary, arrange an audit with the Washington State Auditor in accordance with the Uniform Guidance, 2 CFR 200, Subpart F- Audit Requirements.	Annually
- Complete applicable civil rights requirements. - Conduct monitoring of the subrecipient to verify CDBG requirements and all costs reimbursed are allowable. - Conduct a final public hearing to review project performance, resolve all monitoring issues with CDBG, and submit a CDBG Contract Closeout Report.	Before final payment request
- Deliver the direct services identified in the CDBG application through the local community action program. - Allocate and manage public services funds as established in the approved subrecipient agreement - and budget. - Meet the CDBG national objective of principally benefiting low- and moderate-income persons.	Before contract end date

Contract Number: 22-62210-002
ALN (CFDA)# 14.228

Washington State Department of Commerce
Local Government and Infrastructure Division
Community Development Block Grant (CDBG) Program
Public Services Grant

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

For Benton County:	**Attest:**
Chair Date	Clerk of the Board
Approved as to content:	**Approved as to form:**
Dept. of Human Services	Benton Co Prosecutor's Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CENTRAL SERVICES FUND NUMBER 5020 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: Robert Heard

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Central Services | Fund Nbr: 5020

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
5188100	51905	Temporary Help	$600	5188100	51925	Overtime	$600
TOTAL			$600	TOTAL			$600

Explanation:

2021/2022 Budget. To cover overtime.

Prepared by: Robert Heard | Date: 1/11/23

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Approving the Purchase of Seven (7) Apple 11-inch iPad Pro Wi-Fi plus Cellular tablets for the Public Works Department from Southern Computer Warehouse
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Matt Mahoney

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 Public Works Department has requested to purchase seven (7) iPad Pro 11" tablets for office and field use. 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. IT received quotes from three vendors. After reviewing each quote, these tablets will be purchased from Southern Computer Warehouse.

Southern Computer Warehouse	**7 – Apple 11-inch iPad Pro Wi-Fi + Cellular**	**MP553LL/A**	**$6,546.68**
GovConnection, Inc.	7 – Apple 11-inch iPad Pro Wi-Fi + Cellular	MP553LL/A	$6,773.90
Strictly Technology LLC	7 – Apple 11-inch iPad Pro Wi-Fi + Cellular	MP553LL/A	$6,573.00

Fiscal Impact

Amount: **$6,546.68 excluding WSST.**

Fund: **Approved Public Works 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of seven (7) 11" iPad Pro Wi-Fi plus cellular tablets in an amount not to exceed $6,546.68 excluding WSST from Southern Computer Warehouse. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF SEVEN (7) APPLE 11-INCH IPAD PRO WI-FI PLUS CELLULAR TABLETS FOR THE PUBLIC WORKS DEPARTMENT FROM SOUTHERN COMPUTER WAREHOUSE

WHEREAS, the Public Works Manager has requested to purchase seven (7) Apple 11-inch iPad Pro tablets for office and field use; and

WHEREAS, Information Technology (IT) recommends purchasing Apple 11-inch iPad Pro Wi-Fi plus Cellular tablets to meet Public Works staff needs; and

WHEREAS, IT has reviewed quotes from three vendors and recommends that the Apple tablets be purchased from Southern Computer Warehouse; and

Southern Computer Warehouse	**7 - 11-inch iPad Pro Wi-Fi + Cellular**	**MP553LL/A**	**$6,546.68**
GovConnection, Inc.	7 - 11-inch iPad Pro Wi-Fi + Cellular	MP553LL/A	$6,773.90
Strictly Technology LLC	7 - 11-inch iPad Pro Wi-Fi + Cellular	MP553LL/A	$6,573.00

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 approves the purchase of seven (7) Apple 11-inch iPad Pro Wi-Fi plus Cellular in an amount not to exceed $6,546.68 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased tablets will be enrolled into Central Services Replacement Fund (1320).

Dated this 24 day of January , 2023

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, Public Works

Prepared by: R. Heard

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Julie Browning
Phone:
Fax:
Email: julie.browning@connection.com

Account Manager:
Phone:
Fax:
Email:

 # 25441628.01

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 1/10/2023
Valid Through: 2/9/2023
Account #: S01994

Customer Contact: Robert Heard **Phone:** (509) 737-3529
Email: robert.heard@co.benton.wa.us **Fax:**

QUOTE PROVIDED TO:	SHIP TO:
AB#: 7718457 **BENTON COUNTY CENTRAL SERVICES** ACCOUNTS PAYABLE PO BOX 608 PROSSER, WA 99350 (509) 786-5603	AB#: 7718459 **BENTON COUNTY CENTRAL SERVICES** 620 MARKET ST PROSSER, WA 99350

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	23.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	7	41540170	MP553LL/A	iPad Pro 11" 128GB / Wi-Fi+Cellular / Space Gray Apple Computer Cto	Apple Computer Cto	$ 967.70	$ 6,773.90

Subtotal	**$ 6,773.90**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**$ 589.33**
Total	**$ 7,363.23**

StrictlyTech
we make IT happen
2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-541-8559 Fax: 954-606-5441

Quotation

Number: **17122**

Date: **01/10/2023**

Quote prepared for: **Robert Heard**

Bill To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: emcleod@strictlytech.com

Ship To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	MP553LL/A		Apple iPad Pro (4th Generation) Tablet - 11" - Octa-core) - 8 GB RAM - 128 GB Storage - iPadOS 16 - 5G - Space Gray - Apple M2 SoC - 2388 x 1668 - Liquid Retina Display, In-plane Switching (IPS) Technology, True Tone Technology Display - Cellular Phone Capability - LTE, LTE Advanced, HSDPA, HSPA, UMTS, HSPA+, DC-HSDPA - 12 Megapixel Front Camera **Mfr: APPLE, INC** **UNSPSC : 43211509**	$ 939.00	7	**$ 6,573.00**
1 item(s)				**Sub-Total**		**$ 6,573.00**
				Tax @ 8.7%		**$ 571.85**
				Freight		**$ 0.00**
				Total		**$ 7,144.85**

Quote Valid Until: 02/09/2023

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Terms and Conditions

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Prepared by: **Ethan Mcleod** Email: **emcleod@strictlytech.com** Phone: **954-541-8559**

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

Product Notes for Quote# 25441628.01

Item #	Description	Notes
41540170	iPad Pro 11" 128GB / Wi-Fi+Cellular / Space Gray	Product Description: Astonishing performance. Incredibly advanced displays. Superfast wireless connectivity. Next-level Apple Pencil capabilities. Powerful new features in iPadOS 16. The ultimate iPad Pro experience. The Liquid Retina display on the 11" iPad Pro is not only gorgeous and portable, it also features incredibly advanced technologies. Like ProMotion, True Tone, P3 wide color, and ultralow reflectivity, which make everything feel responsive and look stunning. Unique Selling Point: iPad Pro 11" (4th generation, 2022)

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Jan 10, 2023 01:12 PM EST

Modified Date
Jan 10, 2023 02:00 PM EST

Quote #
1759577 - rev 1 of 1

Description
iPad Pro 11"

SalesRep
Ortiz, Andres
(P) 877-GOTOSCW ext. 320

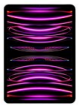
Customer Contact
Heard, Robert
(P) 509-786-5603
Robert.Heard@co.benton.wa.us

Customer
Benton County WA (A11627)
Heard, Robert
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603

Bill To
Benton County WA
Services, Central
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603
teri.holmes@co.benton.wa.us

Ship To
Benton County WA
REF#, ATTN
620 Market Street
Prosser, WA 99350
United States

Customer PO:	**Terms:**	**Ship Via:**
	Undefined	GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Apple - Apple 11-inch iPad Pro Wi-Fi + Cellular 4th generation - tablet - 128 GB - 11" IPS (2388 x 1668) - 3G, 4G, 5G - space gray	MP553LL/A	Yes	7	$935.24	$6,546.68

Note: In stock and ready to ship
New version

Contract
No Contract - Contract not noted

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
2		Apple - Apple 11-inch iPad Pro Wi-Fi + Cellular 3rd generation - tablet - 128 GB - 11" IPS (2388 x 1668) - 3G, 4G, 5G - LTE - space gray	MHMT3LL/A	Yes	7	$885.18	$6,196.26

Note: 15 in stock
Older model.

Contract
No Contract - Contract not noted

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$12,742.94**
Tax (8.7000%):	$1,108.64
Shipping:	$0.00
Total:	**$13,851.58**

Sophos - *Cybersecurity as a Service*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 01/10/23 BC 01/24/23
Subject:	Tri-Cities Monitoring, Inc. Personal Service Contract Amendment No. 1
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

Per Benton County Resolution No. 2020 801 dated November 3, 2020 and Franklin County Resolution No. 2020 219 dated October 20, 2020 the Board of Benton and Franklin County Commissioners entered into a contract with Tri-Cities Monitoring. Inc. to provide armed security guard services for the Benton Franklin Counties Juvenile Justice Center.

The purpose of Amendment No. 1 is to amend Section 1 "Duration of Contract" to extend the contract for an additional 12-months effective January 1, 2023 through December 31, 2023, which would allow the Juvenile Justice Center to retain security guard services until an RFQ/RFB is completed. Amend Section 3(b) Counties "Contract Representatives" and amend "Compensation" Section 4(b) to adjust for 2023 rate increase, and 4(c) to increase the contract do not exceed limit.

Due to the 2023 rate increase the contract "do not exceed" limit will need to be increased by $155,000 above the current contract amount of $315,000, therefore, we are amending the contract to increase the do not exceed limit to $470,000.00.

The attached Tri-Cities Monitoring, Inc. contract Amendment No. 1 shall commence on January 1, 2023 and shall expire on December 31, 2023.

Fiscal Impact

The amount not to exceed of $470,000.00 will be paid out of Current Expense Dept. 171 Operations Budget. No supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 1 between Tri-Cities Monitoring, Inc. and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approved 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 EXECUTING PERSONAL SERVICE CONTRACT AMENDMENT NO. 1 BETWEEN TRI-CITIES MONITORING, INC. FOR ARMED SECURITY GUARD SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER; AMENDING BENTON COUNTY RESOLUTION NO. 2020 801 AND FRANKLIN COUNTY RESOLUTION NO. 2020 219

WHEREAS, per Benton County Resolution No. 2020 801 dated November 3, 2022 and Franklin County Resolution No. 2020 219 dated October 20, 2020 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into a contract with Tri-Cities Monitoring. Inc., to provide armed security guard services for the Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the purpose of Amendment No. 1 is to amend Section 1 "Duration of Contract" to extend contract, Section 3(b) "Contract Representatives", and Section 4(b) and 4(c) "Compensation" to increase do not exceed limit to $470,000.00; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concur with the Juvenile Administrator's recommendation of Amendment No. 1 to amend Tri-Cities Monitoring, Inc. Personal Services Contract for an amount not to exceed $470,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Amendment No. 1 shall commence on January 1, 2023 and shall expire on December 31, 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-Tri-Cities Monitoring, 1-BFJJC

R. Garcia

JUDGES
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

DAVID WHEELER, 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
BRANDON P. HOLT
Court Commissioners

PERSONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment #1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), **Tri-Cities Monitoring, Inc.**, with its principal offices located at 2529 West Falls Avenue, Kennewick, WA 99336 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2020 801 and executed on November 3, 2020 and Franklin County Resolution No. 2020 219 and executed on October 20, 2020 the parties agree to amend the Contract as follows:

1. Section 1 ("Duration of Contract") is amended to extend term of the contract twelve (12) months to begin January 1, 2023 and shall expire on December 31, 2023.

2. Section 3(b) ("Contract Representatives") of the Contract shall be amended and shall read:

b. For COUNTIES:

Name:	David Wheeler, Administrator
Address:	5606 W. Canal Pl., Ste. 106 Kennewick, WA 99336
Phone:	(509) 737-2745
Email:	David.Wheeler@co.benton.wa.us

3. Section 4(b) and 4(c) ("Compensation") of the Contract is amended in its entirety to read:

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

b. 2023 Rates

Regular Security	8am-12pm & 1pm to 5pm PST	$34.77
Additional Security Coverage	Prior to 8am and/or after 5pm and/or between 12pm and 1pm PST. Or if a second security officer is needed to provide security coverage to the second courtroom, dependency hearing or court coverage as needed.	$35.21
Regular Screener	8am-5pm PST (lunch hour included)	$23.62
Additional Screeners	As requested by Counties for reasonable and agreeable needs	$24.44
Transports	Local & out of the area transport	$31.02
Tracking	Tracking Services	$24.97
Electronic Home Monitoring	Activation/deactivation rate	$60.00
Electronic Home Monitoring	Daily Rate	$14.20

c. Maximum amount for Electronic Home Monitoring services is not to exceed three thousand dollars ($3,000.00) per calendar year. The maximum total amount of all services provided in this Contract is not to exceed Four Hundred Seventy Thousand dollars ($470,000.00).

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective on January 1, 2023.

Tri-Cities Monitoring, Inc.	Benton Franklin Counties Juvenile Justice Center
12/5/22	12/8/2022
Becky Magnuson, Owner — Date	David Wheeler, Juvenile Court Administrator — Date
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form:	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	12/7/22 Jennifer Johnson, 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: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 01/03/2023 BC 01/24/2023
Subject:	Termination of Personal Services Contract with Kathleen L. Moreno
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:

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

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

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Mrs. Moreno has informed us that she has signed a contract with OCLA, which requires any attorney holding a full OCLA children's representative contract to not have another contract. On December 1, 2022, the Juvenile Justice Center received an email notification from Mrs. Moreno of her notice of intent to terminate her Personal Services Contract effective December 31, 2022.

Attached for boards' review and approval is the Notice of Termination of Personal Services Contract between Kathleen L. Moreno and Benton-Franklin Counties Juvenile Justice Center for attorney representation of persons in all BECCA cases/matters.

In accordance with Section 8(a) of the Contract, the Benton-Franklin Counties Juvenile Justice Center, in mutual agreement with Kathleen Moreno, have elected to terminate Personal Services Contract on December 31, 2022.

Fiscal Impact

The Contract is being terminated in which no fiscal impact is present.

Recommendation

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Personal Services Contract between Kathleen L. Moreno and Benton-Franklin Counties Juvenile Justice Center as written.

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 AUTHORIZING THE CHAIRS OF THE BOARD OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE PERSONAL SERVICES CONTRACT WITH KATHLEEN L. MORENO

WHEREAS, by Benton County Resolution 2022 560 and by Franklin County Resolution 2022 164 signed on August 16, 2022 and August 2, 2022 respectively, Benton-Franklin Counties Juvenile Justice Center entered into a contract with Kathleen L. Moreno for representation of persons in all BECCA dockets; and

WHEREAS, per Section 8(a) of the contract, Benton-Franklin Counties Juvenile Justice Center at its sole discretion may terminate any time when it is in the best interest of Benton-Franklin Counties Juvenile Justice Center; and

WHEREAS, the Administrator recommends the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners sign the attached letter to terminate the contract between Benton-Franklin Counties Juvenile Justice Center and Kathleen L. Moreno; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairs are authorized to sign the attached letter to Kathleen L. Moreno to terminate the contract between Benton-Franklin Counties Juvenile Justice Center and Kathleen L. Moreno; and

BE IT FURTHER RESOLVED, said contract shall terminate on December 31, 2022.

DATED this _____ day of _____ 2023

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 _____ 2023

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-Kathleen Moreno, 1-Juvenile R. Garcia

Rosa Garcia

From: Kathleen L. Moreno <klmoreno@charter.net>
Sent: Thursday, December 1, 2022 3:38 PM
To: Rosa Garcia
Subject: RE: [EXTERNAL] RE: 2022-2023 BECCA Contract

Good afternoon Rosa,

Here is my notice of intent to terminate my BECCA contract effective December 31, 2022.
(December 31 is a Saturday, so effective Friday December 30 end of day.)
I very much appreciate all your help with the contracting process.

Thank you,
Katrhy

Kathleen L. Moreno
1030 N. Center Parkway
Kennewick, WA 99336
509-528-8464

CONFIDENTIALITY NOTICE: This email and any attachments are confidential. If you have received this message in error, please notify the sender immediately and do not disclose the contents to any person other than the sender, use it for any purpose, or store or copy the information in any medium. Thank you.

From: "Rosa Garcia"
To: "Kathleen L. Moreno"
Cc:
Sent: Wednesday September 21 2022 2:44:13PM
Subject: RE: [EXTERNAL] RE: 2022-2023 BECCA Contract

Thank you

From: Kathleen L. Moreno <klmoreno@charter.net>
Sent: Wednesday, September 21, 2022 2:02 PM
To: Rosa Garcia <Rosa.Garcia@co.benton.wa.us>
Subject: [EXTERNAL] RE: 2022-2023 BECCA Contract

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.

Benton County Commissioners

Shon Small, Chair
Will McKay, Chair Pro-Tem
Jerome Delvin, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

Clint Didier, Chair
Rocky Mullen, Chair Pro Tem
Brad Peck, Member
(509) 545-3535

December 19, 2022

Kathleen Moreno, LLC
Attn: Kathleen
1030 N. Center Parkway
Kennewick, WA 99336

Re: Notice of termination of Personal Services Contract between Kathleen Moreno, LLC and Benton-Franklin Counties Juvenile Justice Center

Dear Kathleen:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Personal Services Contract. This is notice by Benton County and Franklin County of the termination of the Personal Services Contract signed by you on July 18, 2022 and by the Board of Benton County Commissioners, Resolution No. 2022 560, and the Board of Franklin County Commissioners, Resolution No. 2022 164, on August 16, 2022 and August 2, 2022 respectively. The above referenced Personal Services Contract is hereby terminated effective on December 31, 2022, pursuant to Section 8(a) of the Personal Services Contract.

Dated this ____ day of _____, 2023

Benton County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

Dated this ____ day of _____, 2023

Franklin County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 1150 DEPARTMENT NUMBER 173

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: Crystal Garcia

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Juvenile - Contract fee for Service Dept Nbr: 173

Fund Name: Juvenile Center Fund Nbr: 1150

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
5274000	51911	Temporary Help-Clerical	$14,221	5274000	51925	Overtime	$6,500
5274000	51570	Legal Process Assistant I	$15,000	5274000	51935	Holiday	$5,500
5274000	51605	Counselor I	$10,150	5274000	51604	Counselor II	$20,300
527400	51680	Counselor I	$10,150	5274000	51667	Counselor I	$15,000
				5274000	52102	Social Security (FICA)	$918
				5274000	52104	Retirement	$1,276
				5274000	52119	Paid Family Leave Act	$27
TOTAL			$49,521	TOTAL			$49,521

Explanation:

Budget 2023-2024 This line-item transfer is necessary to cover deficiencies in these line items. No new positions are being created.

Prepared by: Crystal Garcia Date: 1.5.2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/23
Subject:	Awarding professional services agreement to Keith Hilde for Superior Court criminal cases
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Michael Vander Sys

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 provides public defense services in Benton County District Court by way of a combination of staff trial attorneys and contract attorneys. After a Request for Qualifications process was held, OPD reviewed and evaluated the applications, and now proposes that Keith Hilde be awarded a Benton County Superior Court professional services agreement for conflict and overflow cases in 2023-24.

Proposed resolution and professional services agreement is attached for Board review and execution.

Fiscal Impact

Current Expense - $772.00 (2023) per case, $788.00 (2024) per case, and other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement.

Recommendation

Approve resolution as proposed, execute proposed professional services agreement with Keith Hilde.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING AND EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH KEITH HILDE TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for defendants charged with criminal offenses ("Criminal Cases"); and

WHEREAS, Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

WHEREAS, the existing professional service agreements for public defense services on Criminal Cases is set to expire on December 31, 2022; and

WHEREAS, it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new agreements; and

WHEREAS, after a Request for Qualifications ("RFQ") was held and applications reviewed, it was deemed appropriate to award an agreement to attorney Keith Hilde for public defense services on Criminal Cases in Benton County Superior Court; **NOW, THEREFORE**

BE IT RESOLVED that the professional services agreement with attorney Keith Hilde, designated BCSC2324KH001, for services to be provided in Benton County Superior Court to defendants charged with criminal offenses, commencing January 10, 2023 and expiring December 31, 2024, with a per case compensation in the amount of $772.00 in 2023 and $788.00 in 2024 (paid as a flat monthly rate, plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement) be approved as proposed.

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, Keith Hilde
Copy – Auditor, S Godinez

M Vander Sys

DocuSign Envelope ID: 22134CDD-5CE1-42BB-A586-B40EF428ED69

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT # BCSC2324KH001

CONTRACT SUMMARY			
Contract Type	**Full Caseload**		
Contract Number	**BCSC2324KH001**	**Contract Holder**	**Keith Hilde**
WSBA #	**30369**	**Effective Dates**	**January 10, 2023 – December 31, 2024**
Caseload Cap	**140**	**Compensation**	**$9,006.67/mo (2023)** **$9,193.33/mo (2024)**
Assigned Court	**Superior Court**	**Compensation Structure**	**☐ By the case** **☐ Monthly** **☐ Hourly** **☒ By the case but paid monthly**
Compensation Payable To:	**Hilde Law Office**		

THIS AGREEMENT is entered into by and between **Keith Hilde,** attorney at law, Washington State Bar Association #**30369** ("Attorney"), **dba Hilde Law Office** 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.

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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 **January 10, 2023,** 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.

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 **6855 W Clearwater Ave, Ste B, Kennewick, WA 99336**; Attorney's current local office telephone is **509-736-9959**; and Attorney's current office/work e-mail address is **hildelaw@gmail.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

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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.

(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

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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 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

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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 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.

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- 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 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:

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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 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 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 **140 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

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	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
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)

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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. 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

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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 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.**

a. Attorney shall be compensated in the amount of **$772.00 per case (2023); $788.00 per case (2024).** For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments **of $9,006.67 (2023) and $9,193.33 (2024)**, based on Attorney's selected caseload.

All compensation shall be payable to **Hilde Law Office** since Attorney is a principal with that law firm.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$772 (2023) $788 (2024)
Unusually complex or laborious cases	Up to $1,400 (at the discretion of the Public Defense Manager or designee)
Material witness matters	$275
Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	$350
DOSA or SSOSA review on Attorney's own case	$275 per year that reviews continue
Post-sentencing matter on Attorney's own case	$275

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.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive **$450.00 per day for each full day of trial and $225.00 for each partial day of trial**, not to include pre-trial motions or time waiting for disposition. A

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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 $450.00 if the matter was scheduled for a jury trial or $225.00 if the matter 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

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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 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, 2022 is due by March 15, 2022. 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.

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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 **$95 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.

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(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 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

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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 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

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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.

(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

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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.**

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

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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 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

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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).

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

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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

(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

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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. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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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 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/her below-stated office address; mailed to the County's PDM at his/her below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at his/her official email address.

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Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Ste #A220
Kennewick, WA 99336

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.

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 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/her designees), and to promptly comply with reasonable requests from the PDM (and/or his/her designees), to allow for the effective monitoring and evaluation of Attorney's performance under this Agreement.

35. **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

DocuSign Envelope ID: 22134CDD-5CE1-42BB-A586-B40EF428ED69

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
3C4D05ED0BC4483...
Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 1/10/2023

DocuSigned by:
Keith Hilde
[illegible]
Keith Hilde, WSBA #**30369**

Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

SIGNING AUTHORITY FOR FIRM (required if attorney is an associate with a law firm)

_____, WSBA

I am a principal with signing authority for _____. I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.

DocuSign Envelope ID: 22134CDD-5CE1-42BB-A586-B40EF428ED69

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:
Keith Hilde
989E2741C94754D...

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.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 117

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: Ginny Baddley

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Prosecuting Attorney Dept Nbr: 117

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: **Dept. 117** TRANSFER TO: **Dept. 117**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5153000	51175	Temporary Help	$3,000	5153000	51925	Overtime	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

2023/2024 Budget: The District Court division is understaffed and overtime is needed to ensure work is completed.

Prepared by: Ginny Baddley Date: 1/13/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480 DEPARTMENT NUMBER 121

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM: **Dept. 121** TRANSFER TO: **Dept. 121**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	52103	Medical Insurance	$31,477	5212100	51925	Overtime	$3,710
5212100	53201	Vehicle Fuel	$48,587	5212100	51935	Holiday	$74,453
5212100	53503	Computer Software	$20,305	5212150	51925	Overtime	$13
				5212150	51935	Holiday	$388
				5122100	52105	Uniforms & Accessories	$20,218
				5212310	51935	Holiday	$1,587
TOTAL			$100,369	TOTAL			$100,369

Explanation:

Transfer funds to cover deficit in salaries and wages and uniforms and accessories due to unfunded wage increases for 2021/2022 budget cycle.

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480 DEPARTMENT NUMBER 122

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Metro Drug Task Force Dept Nbr: 122

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM: **Dept. 122** TRANSFER TO: **Dept. 122**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	51531	Deputy Detective	$923	5212100	51935	Holiday	$923
5212100	54738	City of Kennewick	$8,144	5212100	53501	Minor Equipment & Small Tools	$8,144
TOTAL			$9,067	TOTAL			$9,067

Explanation:

Transfer funds to cover deficit in salaries and wages due to unfunded wage increase and purchase of minor equipment and small tools to outfit detectives for 2021/2022 budget cycle

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2022
Subject:	Ratifying Change Order No. 1 to American Rock Products contract for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair
Presenter:	
Prepared By:	D. Hope
Reviewed By:	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

On May 24, 2022 the Board of County Commissioners approved Resolution 2022-344 and executed a contract with American Rock Products for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair Project in the amount of $3,072,222.00

Change Order No. 1 is needed to decrease the contract amount by ($266,006.82), including WSST, for a new contract amount of $2,806,215.18.

The Project Engineer, County Administrator and County Engineer have signed Change Order No. 1 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the Change Order.

Fiscal Impact

Amount: **($266,006.82)**

Fund: **Road Fund**

Recommendation

Ratify Change Order No. 1 to American Rock Products contract for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edger Repair Project as presented.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 TO AMERICAN ROCK PRODUCTS CONTRACT FOR C.E. 2133 SMP – 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR PROJECT

WHEREAS, on May 24, 2022 the Board of County Commissioners approved Resolution 2022-344 and executed a contract with American Rock Products for – C.E. 2133 SMP in the amount of $3,072,222.00; and

WHEREAS, change order No 1 is needed as some of the bid items did not reach full quantity resulting in a decrease to the overall contract in an amount of ($266,006.82) for a new contract amount of $2,806,215.18; and

WHEREAS, the Public Works Manager, County Engineer, County Administrator has reviewed and signed Change Order No.1; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners ratify change orders; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 1, attached hereto, to the contract executed by Resolution 2022-344 with American Rock Products for – C.E. 2133 SMP 2022 Bituminous Surface Treatment Area 6 and Edge Repair Project; and

BE IT FURTHER RESOLVED, the total contract amount will decrease ($266,006.82) for a new contract amount not to exceed $2,806,215.18.

Dated this 24th day of January 2023.

_____
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
cc: American Rock

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2133	2022 BST Area 6 and Edge Repair	N/A
Change Order Number 1	Change Description Quantity Adjustments for Project Closeout	Date 11-10-22
Prime Contractor/Design-Builder American Rock Products		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor/Design-Builder

Bid Item # 3 Emulsified Asphalt CRS-2P

Plan Quantity 1,714 Tons Actual Quantity 1,518.12 Tons Cost Decrease 195.88 Tons X $804.00 per Ton = **($157,487.52)**

Bid Item # 4 Emulsified Asphalt HFE-150

Plan Quantity 315 Tons Actual Quantity 291.69 Tons Cost Decrease 23.31 Tons X $804.00 per Ton = **($18,741.24)**

Bid Item # 5 Furnishing and Placing Crushed 3/8" – No.4

Plan Quantity 17,700 Tons Actual Quantity 14,169.61 Tons Cost Decrease 3,530.39 Tons X $51.50 per Ton = **($181,815.08)**

Bid Item # 6 Furnishing and Placing Crushed Surfacing Top Course for Edge Repair

Plan Quantity 2,000 Tons Actual Quantity 3,648.17 Tons Cost Increase 1,648.17 Tons X $58.00 per Ton = **$95,593.86**

Bid Item # 7 Paint Line

Plan Quantity 607,200 L.F. Actual Quantity 607,532 L.F. Cost Increase 332.00 L.F. X $0.13 per L.F. = **$43.16**

Bid Item # 8 Additional Brooming

Plan Quantity 24 Hours Actual Quantity 0 Hours Cost Decrease 24 Hours X $150.00 HR. = **$3,600.00**

Total Contract Decrease of ($266,006.82)

Verbal Approval Date		Working Days +/- 0	
Original Contract Amount $3,072,222.00	Current Contract Amount $3,072,222.00	Est. Net Change This C.O. $(266,006.82)	Est. Contract Amount $2,806,215.18

☒ Approval Recommended Matt Mahoney Project Engineer	12/15/2022 Date	☒ Approved County Administrator	1/3/2023 Date
☐ Approval Recommended By Prime Contractor	Date	☒ Approved County Engineer	1/3/2023 Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Execute the First Amendment to the Resolution with Clean Harbors Environmental Services utilizing State Contract No. 03614
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	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:** *(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

Per Resolution 2022-179 dated March 8, 2022 the Board executed a Resolution with Clean Harbors Environmental Services, Norwell, MA for hazardous waste handling and disposal services. The Moderate Risk Waste Facility will open in the new future however Clean Harbors Environmental Services will be needed until the facility is operational. The Public Works Manager recommends executing the First Amendment to Resolution 2022-179 to increase the dollar amount from a not to exceed amount of $250,000 to $350,000 excluding WSST and extend the expiration date from February 28, 2023 to June 30, 2023.

Fiscal Impact

Amount: Not to exceed $350,000 excluding WSST

Fund: Solid Waste Fund

Recommendation

The Public Works Manager recommends that the Board execute the First Amendment to Resolution 2022-179 for the purchase of hazardous waste handling and disposal services from Clean Harbors Environmental Services utilizing the Washington State Master Contract Usage Agreement Contract No. 03614 increasing the not to exceed amount from $250,000 to $350,000 and extending the expiration date from February 28, 2023 to June 30, 2023.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO RESOLUTION 2022-179 FOR THE PURCHASE OF HAZARDOUS WASTE HANDLING AND DISPOSAL SERVICES FROM CLEAN HARBORS ENVIRONMENTAL SERVICES, NORWELL, MA 02061, WITH A LOCAL OFFICE AT 407 N THIERMAN RD., SPOKANE VALLEY, WA 99212 UTILIZING THE WASHINGTON STATE MASTER CONTRACT USAGE AGREEMENT CONTRACT NO. 03614

WHEREAS, per resolution 2022-179 Dated March 8th, 2022 the Benton County Board of Commissioners entered into an agreement with Clean Harbors Environmental Services, Norwell, MA for hazardous waste handling and disposal services; and

WHEREAS, the Moderate Risk Waste Facility will open in the near future however Clean Harbors services will be needed until the facility is operational; and

WHEREAS, the First Amendment to the Resolution is necessary to extend the expiration date from February 28, 2023 to June 30, 2023 and to increase the dollar amount from a not to exceed amount of $250,000 to $350,000; and

WHEREAS, the Public Works Manager recommends the Chairman sign said First Amendment to Resolution 2022-179; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the First Amendment to the Resolution with Clean Harbors Environmental Services, Norwell, MA 02061 utilizing the Washington State Master Contract Usage Agreement-Contract No. 03614 to increase the amount from a not to exceed amount of $250,000 to $350,000, excluding WSST, and to extend the expiration date from February 28, 2023 to June 30, 2023.

Dated this 24th day of January, 2023.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing D. Hope
cc: Auditor, PA, Procurement

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ER&R FUND NUMBER 5010 DEPARTMENT NUMBER 650

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 _____, 2023

_____
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: A Oropeza

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Fleet Dept Nbr: 650

Fund Name: ER&R Fund Nbr: 5010

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
5486400	54300	Travel	$18,000	5486900	51389	Budget and Finance Analyst	$6,000
				5486900	51080	Fleet Manager	$12,000
TOTAL			$18,000	TOTAL			$18,000

Explanation:

Addition budget needed to cover salaries for 2022.

Prepared by: Aimee Oropeza Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL AND REVOLVING AND PUBLIC SAFETY TAX, RE: EXPENDITURE CODING CORRECTION BETWEEN THE EQUIPMENT RENTAL AND REVOLVING FUND 5010, DEPARTMENT NUMBER 650, AND PUBLIC SAFETY TAX FUND 1480, DEPARTMENT NUMBER 115.

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 _____, 2023

_____
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: A Oropeza

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 5010 and 1480
DEPARTMENT NUMBER: 650 and 115
FUND NAME: ER&R and PST

TRANSFER FROM:				TRANSFER TO:			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
Fund 5010				Fund 1480			
5944800	56400	ERR Fixed Asset Purchases	1,455.12	5942100	56403	Capital Outlay Patrol Vehicles	1,455.12
		TOTAL	**$ 1,455.12**			**TOTAL**	**$ 1,455.12**

rev 02.2017

EXPLANATION:
PST purchased vehicle S22-07. Expenses to upfit new Sheriff vehicles should be coded to the fund which purchased the vehicle.

VENDOR NAME	INVOICE	DOCUMENT NUMBER	INVOICE DATE	CHECK DATE	AMOUNT
ADS WINDOW TINT	2949	8420	8/10/2022	pcard 09/09/22	722.19
CORWIN FORD - TRI-CITIE	796566	10183	8/11/2022	9/23/2022	543.50
MOUNTS LOCK AND KEY	462227564128282	8476	8/15/2022	pcard 09/09/22	38.81
TRAILER BOSS PASCO	063907	8092	8/5/2022	pcard 09/09/22	135.87
VICS AUTO AND SUPPLY,	212727	5138	8/15/2022	9/2/2022	14.75
					1,455.12

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Aimee Oropeza

DATE: 1/11/2023

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Awarding and executing a contract with Frontier Fence, Inc. for the Basement Fencing Project in the Administration Building
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

Bids were solicited for the replacement of two boilers for the Benton County Jail utilizing the MRSC Small Works Roster, and one bid was received in the amount below:

Frontier Fence, Inc., Pasco, WA (FRONTF*258BH) $ 13,400.00

Fiscal Impact

Amount: $13,400.00 excluding W.S.S.T.

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Award the Contract for Basement Fencing Project in an amount not to exceed $13,400.00 to Frontier Fence, Inc., Pasco, WA, and authorize the Chairman to sign said Contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT FOR THE BASEMENT FENCING PROJECT IN THE ADMINISTRATION BUILDING TO FRONTIER FENCE, INC. OF PASCO, WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited through MRSC Small Works Roster for the basement fencing project in the Administration Building; and

WHEREAS, one bid was received in the amount below:

Frontier Fence, Inc., Pasco, WA (FRONTF*258BH) $ 13,400.00

WHEREAS, the Director of Operations and Capital Programs recommends the award of the bid to Frontier Fence, Inc., Pasco, WA; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Frontier Fence, Inc., Pasco, WA; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendation and awards the bid for the basement fencing project to Frontier Fence, Inc., Pasco, Washington, in a not to exceed amount of $13,400.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Frontier Fence, Inc., Pasco, WA; and

BE IT FURTHER RESOLVED, said contract expires March 31, 2023.

Dated this 24th day of January, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor, PA, R. Ollero, Procurement

DocuSign Envelope ID: DE6B7F71-7517-4D5A-951F-3AEC017F2C1C

BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FRONTIER FENCE, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 2516 N Commerical, Ave, Pasco, WA 99301 (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 - Bid Form; and
b. Exhibit B - Scope of Work & Drawing; and
c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on last date signed, and shall expire on March 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 shall install chainlink fencing in the basement of the Administration Building as per the attached Exhibit B - "Scope of Work & Drawing". The fence will be 8ft tall with 2" mesh chainlink. Terminal & line posts will be 2-3/8th inch in size and will be secured to the surface of the current concrete floor. We will need 2 gates w/bidder designed hardware that include panic hardward, lever handle on interior, and place to mount electric strike.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of

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Contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other Contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

e. 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.

f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

g. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

h. 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 may be 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:

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a. For CONTRACTOR:

Name:	Brad Snuggs
Address:	2516 N Commercial Ave Pasco, WA 99301
Phone:	509-545-1801
Email:	bsnuggs@frontierfenceinc.com

b. For COUNTY:

Name:	Riley Ollero Construction Manager
Address:	7122 W Okanogan Place; STE E330 Kennewick, WA, 99336
Phone:	509-736-2704
Email:	Riley.Ollero@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid the flat amount set forth in Exhibit A, "Bid Form" 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 Thirteen Thousand Four Hundred Dollars and Zero Cents ($13,400.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of the contract term the CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward

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a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per contract and one Affidavit of Wages Paid per contract.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax

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or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. 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.

8. 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. 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

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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 or its officers, officials, employees, or agents by any employee of the CONTRACTOR, 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 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. 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-

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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, which 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.

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The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. 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 auto (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 that 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. **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 and its elected and appointed officers, officials, employees, and 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.

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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

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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.

e. **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 canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or 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 9 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

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10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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.

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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 for the performance of work under this Contract by federal, state, or local law that is 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. 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.

14. CHOICE OF LAW AND JURISDICTION

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.

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, 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.

16. 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

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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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. 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, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such

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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.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. 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.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective 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.

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24. 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 the 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.

25. 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 regarding the work performed under 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 any regularly scheduled purge schedule.

26. 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

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notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which 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.

27. 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, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. 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.

29. SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at https://bentoncountywa.jotform.com/211997385382974. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees,

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subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for $34.25 for livescan, or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Risk Manager for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

- This section was intentionally left blank -

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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 last date signed.

Date: _____

BENTON COUNTY

_____

Chairman
Benton County Board of County Commissioners

Approved as to Form:

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...

Civil Deputy Prosecuting Attorney

Date: _____

FRONTIER FENCE, INC.

BK Snuggs

Signature

President

Title:

Brad Snuggs

PRINTED NAME

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Rejecting All Bids for the Front Entrance Glass Project at the Kennewick Justice Center
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

Contractors recently completed a small renovation of the Front Entrance at the Kennewick Justice Center. The glass on the new security booth was inadvertently called out in the design to be frosted. County staff notified the Architect & Engineering firm before the design completion, but the change was never made. The Architecture & Engineering firm agreed to cover the replacement of the glass once the issue was brought up after the completion of the project.

The Purchasing Department solicited bids off the Small Works Roster for the installation of the new glass for the Security Booth, with three bids being received as follows:

- Superior Glass, LLC of Kennewick, WA - $14,525.00
- Perfection Glass, Inc. of Kennewick, WA – Non- Responsive
- W Business Solutions, DBA Transblue of Monroe, WA – Non- Responsive

The Purchasing Department determined the bids to be not in the county's best interest to move forward with the work at this time.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Purchasing Department recommends that the Board of County Commissioners rejects all bids as allowed in the bidding documents.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REJECTING ALL BIDS FOR THE FRONT ENTRANCE GLASS PROJECT AT THE KENNEWICK JUSTICE CENTER

WHEREAS, Contractors recently completed a small renovation of the front entrance at the Kennewick Justice Center. The glass on the new security booth was inadvertently called out in the design to be frosted rather than one-way mirrored; and

WHEREAS, County staff notified the Architect & Engineering firm before the design completion, but the change was never made; and

WHEREAS, the Architecture & Engineering firm agreed to cover the replacement of the glass once the issue was brought up after the completion of the project; and

WHEREAS, the Purchasing Department solicited bids off the Small Works Roster for the installation of the new glass; and

WHEREAS, three bids were received as follows;

- Superior Glass, LLC of Kennewick, WA - $14,525.00
- Perfection Glass, Inc. of Kennewick, WA – Non- Responsive
- W Business Solutions, DBA Transblue of Monroe, WA – Non- Responsive

WHEREAS, the Director of Operations & Capital Programs determined the bids to not be in the County's best interest to move forward with the work at this time; and

WHEREAS, the Bid stated, "The Board reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interest of the County"; and

WHEREAS, the Director of Operations & Capital Programs recommends it to be in the best public interest to reject all bids; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations & Capital Programs' recommendation and hereby rejects all bids received for the Front Entrance Glass Project at the Kennewick Justice Center.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Purchasing Department P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Rejecting All Bids for the Parking Lot Fencing Project at the Prosser Courthouse
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

With a recent increase in gasoline thefts from County vehicles at the Prosser Courthouse, County Administration requested that security fencing and cameras be installed around one of the employee parking lots.

The Purchasing Department solicited bids off the Small Works Roster for installing the security fence and rejected bids via Resolution 2022-774 due to higher than expected price.

The Construction Manager altered the design, and the Purchasing Department went out to bid for a second time. Only one Bid was received, which was still higher than the allotted budget for this project.

The Purchasing Department, Construction Manager, and Director of Operations & Capital Programs have determined the bids to be not in the county's best interest due to the low Bid being significantly higher than the allotted budget for the project.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Purchasing Department, Construction Manager, and Director of Operations & Capital Programs recommend that the Board of County Commissioners rejects all bids as allowed in the bidding documents.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REJECTING ALL BIDS FOR THE PARKING LOT FENCING PROJECT AT THE PROSSER COURTHOUSE

WHEREAS, with a recent increase in gasoline thefts from County vehicles at the Prosser Courthouse, County Administration requested that security fencing and cameras be installed around one of the employee parking lots; and

WHEREAS, the Purchasing Department solicited bids off the Small Works Roster for the installation of the security fence, and bids were rejected, via Resolution 2022-774, due to higher than expected price; and

WHEREAS, the Construction Manager altered the design, and the Purchasing Department went out to bid for a second time. Only one Bid was received, which was still higher than the allotted budget for this project; and

WHEREAS, the Purchasing Department, Construction Manager, and Director of Operations & Capital Programs have determined the bids to be not in the county's best interest due to the low Bid being significantly higher than the allotted budget for the project; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation and hereby rejects all bids received for the Prosser Employee Parking Lot Fencing Project.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Purchasing Department P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Accepting work performed by Banlin Construction, LLC for the Justice Center Front Entrance Security Upgrade Project
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 Information

The County entered a contract with Banlin Construction, LLC for Justice Center Front Entrance Security Upgrade Project on January 25, 2022 (Res. 2022-077). Banlin Construction, LLC has completed all work required under the Contract. The project has been examined by the Construction Manager and has been found to comply with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Construction Manager recommends that the Board formally accept Banlin Construction's work and the project as complete and authorize the release of their retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY BANLIN CONSTRUCTION, LLC UNDER THE CONTRACT FOR THE JUSTICE CENTER FRONT ENTRANCE SECURITY UPGRADE PROJECT

WHEREAS, on January 25, 2022, the Board of County Commissioners entered into a contract with Banlin Construction, LLC. of Kennewick, Washington (Resolution 2022-077) for Justice Center Front Entrance Security Upgrade Project; and

WHEREAS, the contractor has completed all work required under their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received, and all closeout paperwork is in order; and

WHEREAS, this project has been examined by the Construction Manager and has been found to comply with the applicable project specifications and drawings; and

WHEREAS, the Construction Manager recommends that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Construction Manager's recommendation and hereby accepts the work performed by Banlin Construction, LLC under the contract for the Justice Center Front Entrance Security Upgrade Project as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage of $10,250.00.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing
c: Procurement, R. Ollero

P. Schut

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

PO Box 44274 Olympia, Washington 98504-4274

November 23, 2022

BENTON COUNTY
PO BOX 470
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **JUSTICE CENTER FRONT ENTRANCE RENOVATION**, **Contract 2022-077**, **Affidavit 1145091** to the following contractor:

BANLIN CONSTRUCTION LLC	5966001	602 556 199

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Lindsey Thurgood
Contract Release Specialist
360-902-5385
THUT235@LNI.WA.GOV

cc: BANLIN CONSTRUCTION LLC
320 W COLUMBIA DR
KENNEWICK WA 99336-3680

Employment Security Department
WASHINGTON STATE

November 7, 2022

ESD# 000330072003
UBI# 602556199000

BANLIN CONSTRUCTION LLC
7122 W Okanogan Place
Kennewick,WA-99336

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Justice Center Front Entrance Renovation
Contract number 2022-077

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF REVENUE

BENTON COUNTY
C/O PAUL SCHUT
PO BOX 470
PROSSER WA 99350-0470

January 5, 2023
Letter ID: L0021600389
UBI: 602-556-199
Account ID: 602-556-199
Account Type: Excise Tax
Audit ID: A124420
Audit Period: 01/01/22 - 09/30/22

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following publics works contract:

LINDSTROM CONSTRUCTION CO LLC

Public Agency: BENTON COUNTY

Project Name: Justice Center Front Entrance Renovation

Contract Number: 2022-077

Description of Work: Justice Center Front Entrance Renovation

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated January 5, 2023 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Ratification of Contract with PPC Solutions, Inc. for 24-Hour Fire Watch Services at the Former Kennewick General Hospital Site
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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 November 29, 2022, the Board of Benton County Commissioners, via resolution 2022-885, declared an emergency due to the damage being done at the former Kennewick General Hospital site by vandalism & theft.

Due to the thefts and vandalism, the heating boiler system completely failed, and the fire suppression system froze up during the December cold front. As the temperature began to rise, several leaks in the fire suppression system began showing throughout the building, rendering the system inoperable.

As a result, the City of Kennewick Fire Marshall required that a 24-hour fire watch be done until all the additional required work could be completed.

Since PPC Solutions, Inc. was currently on site performing nightly patrols, County staff solicited quotes for a 24-hour fire watch.

A Contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by PPC Solutions, Inc. & County Administrator.

Fiscal Impact

Amount: $60,000.00 excluding W.S.S.T.

Fund: Behavioral Health Fund

Recommendation

Benton County Staff recommends that the Board of Benton County Commissioners hereby ratify the Contract between PPC Solutions, Inc. & Benton County for a 24-Hour fire watch at the former Kennewick General Hospital site.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT WITH PPC SOLUTIONS, INC. FOR EMERGENCY FIRE WATCH SERVICES AT THE FORMER KENNEWICK GENERAL HOSPITAL SITE

WHEREAS, on November 29, 2022, the Board of Benton County Commissioners, via resolution 2022-885, declared an emergency due to damage being done at the former Kennewick General Hospital site by vandalism & theft; and

WHEREAS, due to the thefts and vandalism, the heating boiler system completely failed, and the fire suppression system froze up during the December cold front. As the temperature began to rise, several leaks in the fire suppression system began showing throughout the building, rendering the system non-operable; and

WHEREAS, as a result, the City of Kennewick Fire Marshall required that a 24-hour fire watch be done until all the additional required work could be completed; and

WHEREAS, since PPC Solutions, Inc. was currently on site performing nightly patrols, County staff solicited quotes to have a 24-hour fire watch; and

WHEREAS, a Contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by PPC Solutions, Inc. & County Administrator; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the Contract between PPC Solutions, Inc. and Benton County in the amount not to exceed $60,000.00 excluding W.S.S.T.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor, Facilities, & Procurement

P. Schut

DocuSign Envelope ID: 0361F95D-EF04-4165-9394-E3D1094FEADA

PPC SOLUTIONS, INC.
SECURITY SERVICE AGREEMENT

This agreement is entered into between Benton County 900 S Auburn Street Kennewick Washington 99336 Phone: (509)212-1490, Email: Paul.schut@co.benton.wa.us ("Client") and PPC Solutions, Inc. ("Supplier").

1. Scope of Service. Supplier agrees to provide uniformed security services for Client, consistent with operating procedures approved by Client.

Dates of service	December 27 through January 17, 2023,
Number of security officer (s)	One (1)
Days of week/Hours of Coverage	24-Hours a Day 7-Days a Week
Type of Coverage	Uniform Security Officer (Fire Watch)
Hourly Rate**	$75.00 per hour per officer
Site Location	900 S Auburn Street Kennewick Washington 99336
Client Emergency Contact	Jeff Jones: (509) 212-1490
Billing Frequency	Weekly, Net 10

**Overtime/Holiday Rate. Client will pay for work performed on state or federal holidays (including, but not limited to New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas) at one hundred fifty percent (150%) of the Hourly Rate.

2. Special Duty Assignment. In the event Client requests an emergency, extra, or special duty assignment with less than twenty-four (24) hours notice to Supplier, Client will pay one hundred fifty percent (150%) of the Hourly Rate. Client will also pay a minimum of five (5) hours for any emergency, extra, or special duty assignments.

3. Duration of Agreement. The term of this Agreement shall be for the "Dates of service." The duration may be extended by mutual written agreement.

4. Duties of Client. Client will promptly notify Supplier of any specific work site issues, safety issues, or suspicious activities observed by Client and/or its agents and employees.

5. Relationship between Supplier and Client. Supplier is an independent contractor. Supplier and Client are not joint venturers, partners, or principal and agent.

6. Termination. Either party may terminate this Agreement upon twenty-four (24) hour written notice to the other party. In the event of nonpayment or untimely payment by Client, Supplier may terminate this Agreement on two (2) days' written notice.

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7. Payment. Client will pay Supplier within ten days of invoice date. In the event Client fails to pay on time, Client agrees to pay a one point five percent (1.5%) finance charge for each month or portion of month during which invoice is not timely paid. Payment and notices to PPC Solutions, Inc. will be sent first class mail, with proper postage attached, to:

PPC Solutions, Inc.
18303 E Appleway Avenue
Spokane Valley WA 99016

8. Insurance. Supplier will maintain a policy of general liability insurance (with endorsements and/or limitations) with coverage of $1,000,000 per occurrence and $2,000,000 aggregate.

9. Worker's Compensation. Supplier will maintain Worker's Compensation coverage in accordance with applicable state requirements.

10. Indemnification. Supplier agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees from any and all claims, demands, losses, lawsuits, and other legal proceedings, including without limitation, judgments, for any negligent act or omission of Supplier while on or about Client's property. In no event will Supplier indemnify Client for Client's own negligence, concurrent negligence, or misconduct, or for a criminal act perpetrated by a third party. Client agrees to defend, indemnify, and hold harmless Supplier, its officers, directors, and employees from any and all claims, demands, losses, lawsuits, and other legal proceedings, including without limitation, judgments, for any negligent act or omission of Client on or about Client's property. In no event will Client indemnify Supplier for Supplier's own negligence or misconduct, or for a criminal act perpetrated by a third party. Nothing in this Agreement creates a liability to or a right of indemnification in any third party unless specifically identified in this paragraph. This paragraph shall survive the duration, expiration, or termination of this Agreement.

11. Warranty Disclaimer. There are no warranties which extend beyond the description on the face on this Agreement. Supplier disclaims all other express warranties and all implied warranties, including without limitation, any warranty of merchantability and/or fitness for a particular purpose.

12. Consequential Loss Limitation. In no event will Supplier be liable for any consequential losses suffered by Client.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of Client and Supplier. This Agreement does not create any third party beneficiaries.

14. Assignment. The rights and obligations of the parties hereto shall insure to the benefit of, be binding upon, and enforceable against, the parties' respective successors and assigns.

15. Integration Clause. This Agreement sets forth the entire agreement between the parties and supersedes all prior written and oral discussions, representations, and/or agreements. Except for paragraph three (duration of service), this Agreement shall only be amended in writing, signed by both Client and Supplier.

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16. Counterparts. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement. Signatures exchanged by facsimile or other electronic transmission shall be deemed to be the same as originals.

17. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Washington, without reference to Washington's choice of law principles. In the event of any dispute arising out of this Agreement, the parties agree that jurisdiction and venue shall be exclusively in Spokane County, Washington. Client waives any objection to personal jurisdiction in Washington State or to venue in Spokane, Washington.

18. Prevailing Party Attorney Fees. In the event of any dispute arising out this Agreement, the court shall award the substantially prevailing party reasonable attorney fees, all expenses, and all costs, in addition to all other appropriate relief.

Client Signature: DocuSigned by: Jerrod MacPherson C98A3E25E3204FD... Print Name: Jerrod MacPherson

Title: County Administrator Date: 12/28/2022

PPC Solutions, Inc.

Rep. Signature: DocuSigned by: Josh Braun D1507B2D68BB4C0... Print Name: Josh Braun

Title: Business Development Date: 12/28/2022

Paul Schut

From: Eric Andrews
Sent: Wednesday, December 28, 2022 1:04 PM
To: Paul Schut
Subject: RE: Emergency Review - KGH Fire Watch

I approve as to form.

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Paul Schut <Paul.Schut@co.benton.wa.us>
Sent: Wednesday, December 28, 2022 11:26 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Emergency Review - KGH Fire Watch
Importance: High

Eric,

Can you please review the attached agreement with Phoenix to perform 24hr fire watch at the KGH. The Fire suppression system has failed in the building. They require us to have this fire watch until we can remedy the issue.

Thanks,

Paul Schut
Procurement & Contract Coordinator
Benton County Purchasing Department
509-737-3943

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24th, 2023
Subject:	Authorizing Payment to Rogers Surveying, Inc for an Additional Application Fee for the Subdivision of the KGH Property
Presenter:	N/A
Prepared By:	Paul Schut
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:** *(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

Resolution 2022-440 approved a Contract with Rogers Surveying, Inc. for the subdivision of the KGH Property.

An unknown application fee from Kennewick Irrigation District was charged during the recording process.

To meet the deadlines set forth in the Purchase & Sale agreement, the Deputy County Administrator approved Rogers Surveying to pay the application fee.

Fiscal Impact

Amount: $125.00, including WSST

Fund: Capital Projects Fund

Recommendation

Approve the additional payment to Rogers Surveying, Inc. for an additional application fee.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO ROGERS SURVEYING, INC. FOR AN ADDITIONAL APPLICATION FEE FOR THE SUBDIVISION OF THE KGH PROPERTY

WHEREAS, Resolution 2022-440 approved a Contract with Rogers Surveying, Inc. for the subdivision of the KGH Property; and

WHEREAS, during the recording process, an unknown application fee from Kennewick Irrigation District was charged; and

WHEREAS, to meet the deadlines outlined in the Purchase & Sale agreement, the Deputy County Administrator approved Rogers Surveying to move forward with paying for the permit; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners authorizes the additional payment of $125.00, including WSST, to Rogers Surveying. Inc.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Department
C: Auditors, Procurement

P. Schut

Rogers Surveying, Inc., P.S.

1455 Columbia Park Trail Suite 201
Richland, WA 99352

Invoice

Date	Account #
10/26/2022	21222-4

Bill To
Benton County 7122 W. Okanogan Pl. #330 Kennewick, WA 99336

Re:

ALTA Survey

P.O. No.

Date	Service Provided	Hours/Miles	Description	Amount
10/25/2022 10/26/2022	Application Fee Fixed Fee		EXTRA fee: Kennewick Irrigation District application fee. Check 15432. Billing the remainder 65% of the fixed fee amount of 29,677.50.Conduct ALTA survey and binding site plan of former Trios Hospital parcel 1-1089-400-0016-001.	125.00 19,290.37

Approved by DPB:

Credit Cards are accepted with a 4% service fee.

Total: $19,415.37

Phone #		Terms	Web Site
(509) 783-4141	We value your feedback. You can leave your feedback on our website: www.rogerssurveying.com or by searching Google for Rogers Surveying.	Net 30 days	www.rogerssurveying.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Contract w/ Unruh Management & Consulting, LLC DBA Oregon Beverage Services for Alcohol Services for the Benton County Fairgrounds/Event Center
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Purchasing Department

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 Benton County Fairgrounds/Event Center Staff wishes to bring in a professional alcohol services company to help with administering alcohol services for all Fairgrounds/Event Center events.

A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Unruh Management & Consulting, LLC DBA Oregon Beverage Services.

Fiscal Impact

Revenue Amount: 30% of Gross Alcohol Sales

Fund: Event Center Fund # 1240

Recommendation

Approve the Contract with Unruh Management & Consulting, LLC DBA Oregon Beverage Services for Alcohol Services for the Benton County Fairgrounds/Event Center.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES FOR PROVIDING ALCOHOL SERVICES

WHEREAS, the Fairgrounds/Event Center Staff wishes to bring in a professional alcohol services company to help with administering alcohol services for all Fairgrounds/Event Center Events; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Unruh Management & Consulting, LLC DBA Oregon Beverage Services; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Unruh Management & Consulting, LLC DBA Oregon Beverage Services; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on December 31, 2023.

Dated this 24th day of January 2023.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor, Procurement, Event Center

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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 **UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES** a corporation organized under the laws of the State of Washington with its principal offices at 2713 S 19th St SE, Salem, OR 97302 (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 – Proposal; and

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. The CONTRACTOR shall provide alcohol services for all events, with the exception of the annual Benton-Franklin Fair, at the Benton County Fairgrounds & Event Center. The CONTRACTOR is responsible for providing all related security needed during the service of alcohol. The COUNTY will not be incur any cost related to alcohol specific security personnel. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposal", which is attached hereto and incorporated herein by reference.

b. The COUNTY reserves the right to put on events that operate under a Banquet and Special Occasion Permit.

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c. 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.

d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

e. The CONTRACTOR shall complete its work based upon the agreed alcohol service schedule outlined in the event Contract with the event promoter.

f. 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:	Carroll Unruh
Address:	PO Box 2234 Salem, OR 97308
Phone:	503-362-3391
Email:	carroll@unruhmandc.com

b. For COUNTY:

Name:	Tom French
Address:	1500 S Oak St; Bldg. # 20 Kennewick, WA 99336
Phone:	509-222-3751
Email:	Tom.French@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the COUNTY shall be paid 30 % of gross sales less Washington State Sales Tax as set forth in the Exhibit A, “Proposal”.

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b. The CONTRACTOR will pay the COUNTY by no later than the 15th of every month for all services performed from the previous calendar month. Included in the payment shall be detail breakdown, on per event basis, of the gross sales from the previous month.

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

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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

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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
Furthermore, the policy shall contain an endorsement providing insurance for liquor liability with a minimum coverage of one million dollars ($1,000,000) per incident and two million dollars ($2,000,000) in the aggregate.

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

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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.

e. **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 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

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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, except for, 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

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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, 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 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.

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b. 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. 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

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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

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a. 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

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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

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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

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marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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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

Approved as to Form

DocuSigned by:
Eric Andrews
B4E7673BB8A1486...
Civil Deputy Prosecuting Attorney

Dated: 1/4/2023

FOR: UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES

DocuSigned by:
Carroll Unruh
A8A03BC9E5B243F...
Signature

Owner
Title:

Carroll Unruh
Print Name

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ESTD 1986

OREGON BEVERAGE SERVICES

PO Box 2234
Salem, Oregon 97308
503-362-3391

December 19, 2022

Tom French
Benton County Fair

Dear Tom,

Oregon Beverage Services is pleased to present the following document for your review for Alcohol Beverage Services at the Benton County Fairgrounds. As you review our proposal, we hope that you will find that we are an organization rich in talent and resources with a commitment to quality and detail, as well as teamwork and accountability.

We are excited about the growth potential of the Benton County Fairgrounds. We feel strongly that Oregon Beverage can continue to be a contributing member to the success of this event. Our desire is to assist your organization in conducting well-managed and responsible alcohol service at your event and to enhance the ability for the patrons of the facility to enjoy it in a fun and safe environment.

Our concepts and operating plans are proven yet we remain flexible in order to best meet the needs of the Benton County Fairgrounds and its patrons. If you choose to move forward with our proposed operating plan we look forward to beginning planning for the future and working as a team member in your outstanding organization.

We appreciate the opportunity to serve the Benton County Fairgrounds and look forward to talking with you soon.

Sincerely,

Carroll Unruh
Oregon Beverage Services

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Introduction

Oregon Beverage Services was founded in order to provide innovative and financially responsible contract management for alcoholic beverage services. We listen to what the clients need and want, and work to react to them as quickly as possible.

Our services are built to meet the needs of our clients; we ensure that our services align with the goals of the client as well. Mutual success is the standard we strive for. In order to ensure our services continue to meet our high standards, we monitor the results closely at each level and continue to respond and grow with the feedback that we receive.

Our *formula* has proven to be successful and this success is best illustrated by the relationships we have built with our clients. We value the feedback and support our clients provide us with and it is what helps us best to grow and expand our ability to adapt to client needs to fit their expectations and goals.

It is with these ideas in mind that we are pleased to present this proposal for services at the Benton County Fairgrounds.

Supervisory Services & Staff

Oregon Beverage Service is an organization rich in service experience and supervisory personnel. We work diligently to maintain ambitious and creative service and ensure all of our staff meets the high standards we put forth. Our beverage services are operated in such a manner that relieves Benton County Fairgrounds Management of the time-consuming duties associated with these operations.

The following is a list of the management staff that will be available to assist and support your needs (along with a brief bio):

Carroll Unruh - Owner & Manager - 47 years of experience

Carroll, a nearly fifty-year resident of Salem, Oregon, has spent his entire career in the beverage industry. As a General Manager of a locally owned beverage distributor and as the founder of a successful food and beverage service company, Carroll has experienced many different situations and operational models that have given him the ability to formulate successful plans in a variety of settings and service styles. He has also been involved in the planning of many successful special events over the years and has served as a trusted consultant to the fair and festival industry in both Washington and Oregon for many years.

Jason Unruh - General Manager - 30years of experience

Jason has a keen eye for detail and shares in his parents' passion for quality and high standards. Jason handles managing and scheduling personnel as well as working to support all the details of events. He has great leadership, inspires passion in those around him, and brings excitement to the work we do. Jason is also the Executive Director of Hoopla, the nation's 2nd largest 3-on-3 basketball tournament, and was named one of Salem area's "Top 20 Citizens under 40". He was also acknowledged as one of SportsEvents Magazine's "2018 Planners to Watch". Jason has managed and assisted the operations of nearly all of the events we have been involved in over the past 20 years.

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Krista Unruh - Event Supervisor

Krista oversees many of the events for Oregon Beverage Services and handles many of the behind the scenes aspects. She has developed relationships and partnerships with many of the fair managers, distributors and clients that have proven invaluable over the years. Krista helps ensure all of our staff are fully trained with our point of sale systems, cash handling and our standards of excellence. Jason and Krista form a dynamic team in the operations and coordinations of all of our events.

Arika Howell - Regional Manager

Arika works for Oregon Beverage Services as a Regional Manager. She can best be described as a jack of all trades. Specializing in event management and personnel coordinating, she handles our events in Eastern Oregon and Washington to ensure they run smoothly in all aspects. She is a great judge of character and has a knack for finding the right people to do the jobs that fit them best, which goes a long way for helping events run to their full potential. She brings with her 10 years of management experience, as well as a Bachelors in Business Management from Western Governors University. Arika started at Oregon Beverage Services in 2016 working events and has grown within the company to her current position.

Training and Staffing

The most important resource that Oregon Beverage Services has is our employees. Without properly trained and motivated employees, all of the policies, procedures, merchandising, and production systems become diluted in value.

We have worked hard to develop a feeling of closeness with our staff and intend to continue this tradition through the coming years. We have in place a core group of trained and licensed beverage service workers that have a wealth of experience from a wide range of events.

Appropriate and adequate training for any job is essential for good customer service. The service personnel are hard working and want to do a good job. They look to us to give them a sense of direction and purpose.

Execution of any event that offers alcoholic beverage service to the public requires the utmost attention to detail. Understanding the unique situations that can occur during these events requires a trained eye and a confidence in the handling of these situations. A well- trained, experienced server can stop most potential problems before they get started, maintaining a pleasant environment and experience for the patrons.

In addition to reviews of job tasks, we hold periodic employee strategy meetings to assure that we are providing optimum service in a financially responsible manner that is consistent with the policies of our clients.

Equal Opportunity Employment Policy

Oregon Beverage Services is an equal opportunity employer, pledged to nondiscrimination in all of its business operations. This policy prevails through every aspect of the employment

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relationship, including recruitment, selection, placement, training, compensation, promotion, 3 transfer and termination. This means that we do not discriminate against our employees or applicants because of race, color, creed, religion, sex, age, national origin, sexual orientation, or marital status.

Statement of Work to be Performed

Oregon Beverage Services would be designated by the Benton County Fairgrounds as their Alcohol Management Team with their full backing and support. We would: ● Work directly with the Senior Management and Staff to develop policies and procedures regarding all aspects of alcohol service at the Benton County Fairgrounds on an annual basis.

- Develop a beverage menu that consists of beer, malt beverages, wine, and spirits, of brands to be determined based on potential sponsorship opportunities.
- Develop and designate a senior staff as the site supervisor to oversee all alcohol sales during events and serve as a liaison at Benton County.
- Consult with the Fair Management to develop pricing for drinks that maintains fair market value and maximizes profit potential for Benton County and OBS
- Produce all furnishings, signage, and permits needed for events and alcoholic services held at Benton County.
- Manage installation and maintenance of any temporary sales locations included but not limited to tents, trailers, and other items mutually agreed upon
- Work directly with the Benton County Fairgrounds to guarantee a positive fan experience and also ensure that sponsor goals are met.
- Work with Benton County Fairgrounds on the development of future programs to increase alcohol sales in a safe and responsible manner.
- Provide scheduling and oversight of labor and be responsible for all hiring of WSLCB certified servers, with the understanding that Benton County has the right to request the removal of a staff member for any reason.
- Provide all employees with company branded attire that they would be required to wear at all times while on duty.
- Maintain the bar area to the highest standards and ensure an orderly operation, with particular attention to cleanliness and preserving a sanitary environment.
- Be directly responsible for your entire alcohol operations within the event center which includes:
    - Cash handling and deposits.
    - Provide Liquor Liability Insurance to the levels required by the contract. o Work directly with all suppliers/distributors and the contracted security company. ● Accept all responsibility and risk management of Benton County Fairgrounds' alcohol program.

Reputation & Management

Unruh Management & Consulting dba., Oregon Beverage Services is an Oregon Limited Liability Company that holds multiple current Full-On Premise Liquor Licenses and also currently holds Washington State Unified Business IDs in Walla Walla, Kennewick, and Spokane. We have grown into a strong regional alcohol beverage management company that offers event consulting and management services. Our beverage concessions experience includes current contracts at:

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- Benton Franklin County Fair & Horse Heaven Hills Round Up (Washington)
- Benton County (Oregon) Fair
- Clackamas County (Oregon) Fair & Event Center
- Columbia County (Washington) Fair
- Douglas County Fair (Oregon)
- Deschutes County Fair (Oregon)
- Grant County (Washington) Fairgrounds
- Farm City Pro Rodeo
- Jefferson County (Oregon) Fair
- Klamath County (Oregon) Fair
- Linn County (Oregon) Fair & Event Center
- Lane County (Oregon) Fair & Event Center
- Lake County (Oregon) Round-Up & Fairgrounds
- Marion County (Oregon) Fair
- Mt. Angel Oktoberfest (Oregon)
- Oregon State Fair
- Spokane Interstate Fair (Washington)
- Oregon Jamboree (Sweet Home Oregon)
- Palouse Inland Empire (Washington) Fair
- Pendleton Whiskey Music Fest (Oregon)
- Philomath Frolic (Oregon)
- Pierce County (Washington) Fair
- Polk County (Oregon)
- Rose Festival of Portland, Oregon
- Santiam Canyon Stampede (Oregon)
- Shamrock Run
- Skagit County (Washington) Fair
- Sublimity Harvest Fest (Oregon)
- Walla Walla County (Washington) Fairgrounds & Frontier Days
- Washington County (Oregon) Fair & Event Center

A full list of clients and letters of recommendations can be provided to you. Below are a few:

Name of Event	**Contact Name**	**Phone**	**Length of Time**	**Size of Event**	**Number**	**Type of Event(s)**
Benton Franklin Co Fair & Horse Heaven Round-Up	Lori Lancaster	509.222.3749	6 years	100,000+		Fair & Rodeo

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Washington County Fair	Leah Perkins Hegele	503.648.1416 x202	9 years 100,000+ Fair & Interim Events

Portland Rose Festival 100,000+ over 3 Rose Festival Cityfair &
Steven Bledsoe weekends RoZone Concert Venue 5
503.227.2681 7 years

Linn County Fair & Event Center	Randy Porter	541.926.4314 13 years 40,000+ over fair and additional shows	Trade Shows, Banquets, Brew Festivals, County Fair, Rodeos, Motorsports
Oregon State Fair & Expo Center	Kim Grewe Powell	971.701.6566 6 years 400,000+ over fair and additional shows	State Fair, Trade Shows, Concerts, Rodeos, Banquets, County Fair

Financial Stability

Oregon Beverage Services is financially able to carry out any agreement it enters into. To facilitate your investigation, we refer you to the banks/credit references listed below:

General Account

US Bank
Victoria Shinn Vice President Depository Relationship Manager 503-385-5181
Salem, Oregon

Credit References

Columbia Distributing
4011 Industrial Ave.
Springfield, OR 97478

Hodgen Distributing
4340 Westgate

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Pendleton, OR 97801

Western Beverage
1075 Owen Loop S
Eugene, OR 97402

We have always remitted our payments to our clients in a timely manner. Providing all back-up documentation as required. Please contact any of Oregon Beverage Services clients for verification.

Accounting services are performed by the accounting firm of Windedahl, Rangitsch, Groeneval and Norton of Salem, Oregon. For reference please contact Brian Rangitsch at 503-378-1120.

Fee Schedule & Financial Proposal

We submit the following proposed financial terms:

Benton County Fairgrounds will receive 30% of gross sales (less Washington State sales tax). Oregon Beverage Services will handle all payments of state tax.

All sales to be verified through reporting methods mutually agreed upon by the Benton County Fairgrounds and Oregon Beverage Services. It is also understood that the records, reports, and payment methods required by Benton County Fairgrounds are acceptable by Oregon Beverage Services. Collection of all fees and revenues from the sales of products will be deposited into accounts of DCFE as mutually agreed between both parties.

Conclusion

We are excited to have the opportunity to continue our work as partners with the Benton County Fairgrounds. Oregon Beverage Services operates under the philosophy that when we are engaged with our client in a team environment, working side by side on every aspect of the fair, festival and special event business and looking into the future, this is where our true satisfaction is found.

We have been fortunate over the last 45 years to have formed many lasting relationships in the alcoholic beverage industry and made many friends and connections at the fairs and festivals that we have had the honor of servicing.

Oregon Beverage Services works hard in their commitments to clients, and works to ensure that dealings are open, communication is clear, and needs are met. We never take for granted the privileges afforded to us by our partners and do all that we can to guarantee our efforts are honest and with the best intentions, as you would expect from any teammate.

Sincerely,

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Carroll Unruh
Oregon Beverage Services

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Authorization to purchase tires utilizing Sourcewell Contract No. 082521 from Pasco Tire Factory
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	M. McGhan, 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

The Equipment Rental and Revolving Fund has need to purchase various sized tires and tire related services throughout the year for equipment and vehicles managed by the ER&R Fund. ER&R staff prefer to use Michelin, BF Goodrich and Uniroyal tires. Other brands have been used in the past and have not performed as well. Historically, we have purchased tires utilizing the Washington State DES Contract. Currently the State Contract does not include any of the preferred brands of tires. Benton County has a current contract to purchase tires from Pasco Tire Factory utilizing the OMNIA partners cooperative purchasing group. However, we discovered that the Sourcewell cooperative purchasing group is more competitively priced.

Per Resolution 2020-504 dated July 28, 2020 Benton County is a member of Sourcewell, a cooperative purchasing group Account #25418. Utilizing this cooperative purchasing contract with Sourcewll and Michelin allows us to purchase Michelin, BF Goodrich and Uniroyal tires from an authorized Michelin dealer at government discounted prices. Therefore, a Purchase Agreement has been prepared with a local Michelin authorized dealer, Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Pasco Tire Factory.

Fiscal Impact

Amount: not to exceed $350,000.00

Fund: ER&R
Purchases are made from the ER&R Fund and reimbursed by the department using the vehicle or equipment

Recommendation

The Fleet Superintendent recommends the Board approve the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. dba Tire Factory Commercial and Tire Factory, an authorized Michelin dealer, utilizing the Sourcewell Contract No. 082521 for the purchase of as needed tires, accessories and related services with a Purchase Agreement amount not to exceed $350,000 excluding WSST from this date through November 04, 2025.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES FOR ER&R MANAGED EQUIPMENT AND VEHICLES FROM PASCO TIRE FACTORY, INC. ALSO DBA TIRE FACTORY COMMERCIAL AND TIRE FACTORY UTILIZING THE SOURCEWELL CONTRACT NO.082521

WHEREAS, per Resolution 2020-504 dated July 28, 2020, the Board of Benton County Commissioners approved the agreement between Benton County and Sourcewell, a cooperative Purchasing agency, to allow parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under each other's contracts as needs arise; and

WHEREAS, Sourcewell issued RFP #082521, for Tires, Accessories and Related Services to establish a national cooperative contract for said supplies and services; and

WHEREAS, proposals were received and evaluated, and Sourcewell entered into an agreement with Michelin North America, Inc. of Greenville, SC, Contract No. 082521 expiring November 4, 2025; and

WHEREAS, ER&R has a need to purchase various tires and tire related services for equipment and vehicles managed by ER&R and wish to utilize Contract No. 082521 for their as needed tires, as further outlined in the attached Purchase Agreement between Benton County and the local authorized Michelin dealer, Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory and documents attached thereto, for an overall contract amount not to exceed $350,000 excluding WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. dba Tire Factory Commercial and Tire Factory, an authorized Michelin dealer, utilizing the Sourcewell Contract No. 082521 for the purchase of as needed tires, accessories and related services with a Purchase Agreement amount not to exceed $350,000 excluding WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate November 04, 2025; and

BE IT FURTHER RESOLVED, expenditures shall be paid from the ER&R Fund and reimbursed by the department's budget who is using said vehicle or equipment; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Member

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Procurement
cc: Auditors, PA, Fleet, Pasco Tire

D. Hope

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PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Pasco Tire Factory, Inc. DBA Tire Factory Commercial & Tire Factory
An Authorized Michelin dealer
Vendor Code:
Vendor Contact: Ryan Weld ryan.weld@tirefactorytc.com
Vendor Contact Phone: (509) 547-1724
Vendor Principal Place of Business: Pasco, WA & Richland, WA

Ship To:	Bill To:
Benton County Road Dept. 14303 N. Hinzerling Rd, Prosser, WA and 102808 Wiser Parkway, Kennewick, WA Delivery location will be specified at time of order.	Benton County Public Works P. O. Box 1001 Prosser, WA 99350 fleet@co.benton.wa.us

AGREEMENT:

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

Line	Description	Qty	Unit Price	Total Price
	Purchase Tires, Accessories, and Tire Related Services			
	through the use of the Sourcewell Contract No.			
	082521 from the date last signed through			
	November 04, 2025 in an amount not to exceed			
	$350,000	variable	as per Sourcewell	
			Contract No. 082521	
	Benton County Sourcewell Account #25418			
This Agreement shall commence on the date last signed and shall expire on November 04, 2025.				-

This purchase agreement incorporates by reference all terms and conditions issued off the Sourcewell Contract No. 082521 between Sourcewell and Michelin North America, Inc.

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

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

Approved as to Form (Deputy Prosecutor): DocuSigned by: Reid Hay 7D2675FA0905430... 1/4/2023

Reid Hay, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: E14987FF-83A4-4C8E-A9E8-2E7967BDF3BF

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

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

Vendor Name (Print): Ryan Weld Title: President Date: 1/4/2023

Vendor Signature: DocuSigned by: Ryan Weld 10747D2B7FE04BC...

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2022
Subject:	Approving an Equipment Maintenance Agreement with BC Fire District #6
Presenter:	
Prepared By:	D. Hope
Reviewed By:	M. McGhan & 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

Resolution 2020-977 approved an Equipment Maintenance Agreement between Benton County and Benton County Fire District #6 for the maintenance, service and repair of Fire District #6 vehicles which will expire December 31, 2022. Fire District #6 wishes to have Benton County continue to provide maintenance, service and repairs for the Fire District vehicles, so an Agreement has been prepared, has been approved by the PA's office, and has been executed by Fire District #6.

Fiscal Impact

Amount: n/a

Fund: n/a

Recommendation

The Fleet Superintendent recommends the Board approve the Agreement and authorizes the Chairman to sign said Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE EQUIPMENT MAINTENANCE AGREEMENT BY AND BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #6 FOR 2023 AND 2024

WHEREAS, Resolution 2020-977 dated December 15, 2020 approved an Equipment Maintenance Agreement between Benton County and Benton County Fire District #6 which will expire December 31, 2022; and

WHEREAS, Benton County Fire District #6 desires to have Benton County continue to provide maintenance for the Fire District vehicles; and

WHEREAS, it is in the public interest that the public agencies cooperate to provide effective and cost efficient services; and

WHEREAS, an Agreement was prepared, has been reviewed and approved as to form by our department's Deputy Prosecuting Attorney and has been executed by Fire District #6; and

WHEREAS, the Fleet Superintendent recommends the Board of County Commissioners approve the Agreement, **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the recommendation and hereby approves the Equipment Maintenance Agreement, commencing January 1, 2023 and terminating December 31, 2024, between Benton County and Benton County Fire District #6; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign said Agreement.

Dated this _____ day of _____ 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Procurement D. Hope
cc: ERR & FD#6

EQUIPMENT MAINTENANCE AGREEMENT
By and Between
BENTON COUNTY
and
BENTON COUNTY FIRE PROTECTION DISTRICT #6
2023-2024

This AGREEMENT, made and entered into this _____ day of _____, 2023, between Benton County Fire Protection District #6 (hereinafter referred to as FPD #6) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

WHEREAS, the PARTIES hereto desire to enter into this contract for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

BC maintains, services, and repairs vehicles and equipment at its Prosser Shop Facility (herein after referred to as the PSF) located at 14303 North Hinzerling Road, Prosser, WA and at its Kennewick Shop Facility located at 102808 Wiser Parkway, Kennewick, WA (herein after referred to as the KSF) and desires to contract with FPD #6 to provide such services and use of facilities to FPD #6, and

FPD #6 provides fire suppression and emergency response services by motor vehicles and equipment and desires to contract with BC for the use of its PSF or KSF to include the maintenance, service and repair, and

BC and FPD #6 agree that BC shall provide at the PSF or KSF, service to FPD #6 vehicles, as described herein.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of FPD #6 Vehicles

A. Preventive maintenance and repairs performed will be in compliance with Federal Motor Carrier Regulations. BC will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section IV of this contract. Examples of services and repairs available by the PSF or KSF include maintenance and rebuild/repair/replacement of all vehicle components such as, but not limited to:

1. Lubricants, fluids and filters
2. Brakes
3. Electrical systems
4. Mufflers and exhaust systems
5. Engine blocks and heads
6. Alternators, starters, air compressors and other engine components
7. Transmissions, drive trains and differentials, alignment, steering and suspensions
8. Controls, gauges and interiors
9. Chassis repairs including paint

10. Tire repair, replacement, rotation and balancing
11. DOT Annual Inspections
12. DOT Brake Inspections and adjustments

B. BC shall determine, in consultation with FPD #6, the need for emergency road services.

C. All service outsourcing will be authorized and coordinated through FPD #6.

D. FPD #6 shall determine its vehicle maintenance schedule and will ensure that FPD #6 vehicles covered by this agreement are made available for service at the PSF or KSF at the dates and times that shall be mutually agreed upon and coordinated between FPD #6 and BC designees. FPD #6 will provide copies of all available shop manuals and vehicle maintenance records requested by BC.

E. FPD #6 shall work with BC to coordinate, schedule and deliver vehicles for service.

F. BC will keep a complete record of service for each FPD #6 vehicle. All work performed by it, its agents and employees, will be performed in a timely manner, of good quality and workmanship, and free of any and all negligent workmanship. This warranty shall apply only to workmanship and not to parts or materials used in repairs.

G. Any FPD #6 vehicle deemed by BC to be inoperable shall be red tagged. BC shall give written notice to FPD #6 when an FPD #6 vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. FPD #6 vehicles become operational only after BC has deemed the vehicle is operational (red tag removed).

SECTION II
BC Emergency Service and Assistance for Disabled FPD #6 Vehicles

A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled FPD #6 vehicle covered by this agreement as identified by the FPD #6 designee. The BC and FPD #6 designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.

B. FPD #6 vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.

C. BC shall provide comparable service to both BC and FPD #6 fleets. In the event that BC is unable to respond to an FPD #6 emergency call, the BC and FPD #6 designees will coordinate to outsource to reliable alternative service at the request of the FPD #6 designee. If BC is unable to respond to the emergency call for the disabled FPD #6 vehicle, FPD #6 will secure such emergency services on its own from a source of its own choosing.

D. BC shall extend to FPD #6 priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.

E. Emergency service calls will be billed at the rates specified in Section IV below.

SECTION III
Consideration of FPD #6 Services to BC

A. FPD #6, as may be mutually agreed to with BC, shall provide certain administrative and information system services to BC. Such services may include vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining FPD #6 vehicles.

B. Such services may be extended to FPD #6 when needed by BC for record keeping purposes. Maintenance record updates will also be provided by BC to FPD #6 upon request of the FPD #6 designee.

C. Prior to providing services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.

D. FPD #6 will pay for all services provided pursuant to this contract pursuant to this agreement.

SECTION IV
Rates, Charges and Billings

A. BC will bill, and FPD #6 will pay as follows:

1. **Hourly Rate for Service: Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.**

2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.

3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.

4. **Parts/Fluids/Lubricants:** In addition to the product cost, a twenty-five percent (25%) markup will be assessed on all billings for all parts, fluids and lubricants between $0 and $250.00 purchased by BC and supplied to FPD #6. A five percent (5%) markup will be assessed on all billings for parts, fluids and lubricants above $250.00 purchased by BC and supplied to FPD #6. No fees will be charged for parts purchased by FPD #6 and delivered to the PSF or KSF.

B. At the end of each month BC shall deliver to FPD #6 an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable

Washington State tax will be charged. FPD #6 shall make payment in full in its normal course of business during the month following the billing.

SECTION V
Liability, Insurance and Hold Harmless Agreement

A. FPD #6 shall hold harmless, indemnify and defend BC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of FPD #6 or its subcontractors or their property upon or in the proximity of the property of the County. This indemnification shall be effective regardless of whether or not FPD #6's act or omission caused, in whole or in part, the claims, damages, losses or expenses, and shall be effective even if the claims, damages, losses or expense are caused by the sole negligence of BC or by the concurrent negligence of BC.

In any and all claims against the BC, its officers, officials, employees and agents by any employee of FPD #6, 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 FPD #6 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 FPD #6 expressly waives any immunity FPD #6 might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, FPD #6 acknowledges that the foregoing waiver has been mutually negotiated by the parties. FPD #6's obligations under this Section [V] shall survive termination and expiration of this Agreement.**

FPD #6'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 FPD #6, its employees, agents or subcontractors.

B. BC shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any FPD #6 property when equipment repair/service is completed, and FPD #6 has requested the vehicle be parked outside the facility gates for pickup.

C. BC participates in a self-insurance liability pool and FPD #6 is insured by Washington Cities Insurance Authority. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1st and 2nd position in coverage. FPD #6 will provide evidence of coverage to BC from their insurance management agency or private insurer on an annual basis and such coverage should name BC as an additional insured for activities related to the PSF and KSF operations.

D. BC and FPD #6 shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:

1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property damage	$10,000,000
Personal Injury/Advertising Injury	$10,000,000
Automobile Liability per Accident	$10,000,000

BC and FPD #6 also shall maintain employer's liability insurance with limits of not less than ten million dollars ($10,000,000) each incident for bodily injury by accident or ten million dollars ($10,000,000) each employee for bodily injury by disease.

2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.

E. BC and FPD #6 insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.

F. FPD #6, its employees, agents, and representatives are not employees, agents, or representatives of BC.

SECTION VI
Termination, Renegotiation, and Continuation of Term of Agreement

A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.

B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.

C. The term of this Agreement shall be from January 1, 2023 until December 31, 2024.

SECTION VII
Contract Administration

A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.

B. Administration: This agreement, subject always to the approval and direction of the Board of County Commissioners and the FPD #6 Council, shall be administered by the following persons acting on behalf of each party:

For Benton County
Administrator: Fleet Superintendent
Designee: Fleet Superintendent
Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)
Email: fleet@co.benton.wa.us

For Benton County Fire Protection District #6
Administrator: Fire Chief
Designee: Fire Chief
Phone: 509-832-3334
Email: chiefwatt@bcfd6.com

No joint board or single administrator is necessary to administer this agreement or the performance thereof.

C. Filing of Agreement: After the Agreement has been fully executed, a signed original copy of this agreement will be duly filed with each respective body.

D. Severability: If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby but shall continue in full force and effect.

E. Applicable Law – Venue: The laws of the State of Washington shall govern this agreement. Venue for any action hereunder shall be in Benton County, Washington.

F. Entire Agreement: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

SECTION VIII
Execution

IN WITNESS WHEREOF, the parties have hereunto set their hands.

For Benton County

_____
Chairman
Board of County Commissioners

Date _____

For Benton County Fire Protection District #6

Rollie Watts
Chief

Date 12-20-2022

Attest: _____
Clerk of the Board

Approved as to form:

1-3-23
Reid Hay, Deputy Prosecuting Attorney Date

Approved as to form:

_____
Legal Counsel Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Ratification of Contract Amendment with Banlin Construction, LLC for the Boarding Up of the Former Kennewick General Hospital Site
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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 November 29, 2022, the Board of Benton County Commissioners, via resolution 2022-885, declared an emergency due to the damage being done at the former Kennewick General Hospital site by vandalism & theft.

Resolution 2022-960 ratified a Contract with Banlin Construction, LLC, to board up windows for only a portion of the building.

Due to the thefts and vandalism, the heating boiler system completely failed, and the fire suppression system froze up during the December cold front. As the temperature began to rise, several leaks in the fire suppression system began showing throughout the building, rendering the system inoperable.

As a result, one of the requirements issued by the City of Kennewick Fire Marshall was to board up the first floor of the building completely in order to keep the fire suppression system non-opperational.

Since Banlin Construction was currently on site, County staff solicited quotes to finish boarding up the first floor in the amount of $32,640.00.

A Contract Amendment has been prepared amending the contract total to $90,802.00 ($58,162+$32,640), and has been reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Banlin Construction, LLC & County Administrator.

Fiscal Impact

Amount: $32,640.00 excluding W.S.S.T.

Fund: Capital Projects Fund

Recommendation

Benton County Staff recommends that the Board of Benton County Commissioners hereby ratify the Contract Amendment between Banlin Constuction, LLC & Benton County for the boarding up of the former Kennewick General Hospital site.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT AMENDMENT WITH BANLIN CONSTRUCTION FOR BOARDING UP EXTERIOR WINDOWS & DOORS AT THE FORMER KENNEWICK GENERAL HOSPITAL SITE

WHEREAS, on November 29, 2022, the Board of Benton County Commissioners, via resolution 2022-885, declared an emergency due to damage being done at the former Kennewick General Hospital site by vandalism & theft; and

WHEREAS, resolution 2022-960 ratified a Contract with Banlin Construction, LLC, to board up windows for only a portion of the building; and

WHEREAS, due to the thefts and vandalism, the heating boiler system completely failed, and the fire suppression system froze up during the December cold front. As the temperature began to rise, several leaks in the fire suppression system began showing throughout the building, rendering the system non-operable; and

WHEREAS, as a result, one of the requirements issued by the City of Kennewick Fire Marshall was to board up the first floor of the building completely in order to keep the fire suppression system non-operational; and

WHEREAS, since Banlin Construction was currently on site, County staff solicited quotes to finish boarding up the first floor in the amount of $32,640.00; and

WHEREAS, a Contract Amendment has been prepared amending the contract total to $90,802.00 ($58,162+$32,640), and has been reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Banlin Construction, LLC & County Administrator; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the Contract Amendment between Banlin Construction, LLC and Benton County in the amount not to exceed $90,802.00 excluding W.S.S.T.

Dated this 24th day of January 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor, Facilities, & Procurement

P. Schut

DocuSign Envelope ID: 3B532E9A-02FD-4345-8FDE-529D4F00B56F

FIRST CONTRACT AMENDMENT
PUBLIC WORKS 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 **BANLIN CONSTRUCTION, LLC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 320 W Columbia Drive, Kennewick WA 99301 (hereinafter "CONTRACTOR").

WHEREAS, on November 29, 2022, via Resolution 2022-885, the Board of Benton County Commissioners declared an emergency for issues surrounding the old Kennewick General Hospital Site; and

WHEREAS, County Administration executed a contract to board up a portion of the building's windows on November 30, 2022; and

WHEREAS, the fire suspension system has since failed and the Kennewick Fire Department is requiring the County secure the remaining windows and doors on the first floor of the building; and

WHEREAS, this First Amendment is to expand the scope work to accommodate additional work to board up the remaining windows; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by the addition of the following:

   Exhibit D – Proposal #2.

3. **SERVICES PROVIDED** Section 3.a. of the CONTRACT, "SERVICES PROVIDED" is amended and replaced with the following:

   a. The CONTRACTOR shall board-up windows at the former Kennewick General Hospital site according to the detailed scope of work & drawing is set forth in Exhibit B, "Scope of Work & Drawings" & Exhibit D, "Proposal #2", which is attached hereto and incorporated herein by reference.

5. **COMPENSATION** Section 5.a. & c. of the CONTRACT, "COMPENSATION" is amended and replaced with the following:

   a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of Eighty-One Thousand Two Hundred Eighty-Three Dollars and Zero Cents ($81,283.00), excluding W.S.S.T., in accordance with Exhibit A, "Proposal" & Exhibit D, "Proposal #2", which is attached hereto and incorporated herein by reference.

DocuSign Envelope ID: 3B532E9A-02FD-4345-8FDE-529D4F00B56F

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Ninety Thousand Eight Hundred Two Dollars and Zero Cents ($90,802.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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

DocuSigned by:
Jerrod MacPherson
C98A3E25E3204FD...

1/5/2023

County Administrator Date

BANLIN CONSTRUCTION, LLC

DocuSigned by:
Jasen Banta
99E09917B0574AC...

1/4/2023

Signature Date

Jasen Banta

Name

Owner

Title

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
...

Benton County Deputy Prosecuting Attorney, Civil

DocuSign Envelope ID: 3B532E9A-02FD-4345-8FDE-529D4F00B56F

BANLIN CONSTRUCTION

January 3, 2023

Proposal for "KGH Window Coverings"

BANLIN Construction is pleased to provide a proposal to cover the additional windows on the ground floor at the Old KGH building located 900 S. Auburn St.

Division 1 – General Conditions

- Project supervision and administration
- Cleanup and disposal

Division – Rough Carpentry

- Supply all lumber as needed to cover window/door openings as noted below.
- Lumber is based on 2x4 framed walls as needed at door openings and ½ CDX plywood over windows
  - (23) Windows @ 72"x72"
  - (7) Windows @ 48" x 30"
  - (4) Windows @ 72"x60"
  - (4) Windows @ 60"x72"
  - (2) Corner Window Units @ 10' x 60"
  - (1) Radius Angled Wall @97" tall x 37 ft long
  - (1) Window @ 10'3"x60"
  - (2) Door units @4'6"x84"
  - (1) Window Unit @ 9'6"x60"
  - (1) Window Unit @18'x60"
  - (4) Windows @10'x72"
  - (1) Window @30"x60"
  - (1) Framed wall unit at main door, 11ft tall x 17ft long
  - (1) Framed wall unit at door, 8 ft tall x 8ft long
- All labor, and miscellaneous fasteners for a complete scope of work.

BANLIN Construction
320 W. Columbia Dr.
Kennewick, WA 99336

(509) 586-2000 - office
(509) 586-7777 - fax

DocuSign Envelope ID: 3B532E9A-02FD-4345-8FDE-529D4F00B56F

Clarifications:

- Excludes permit costs
- Performance and payment bond excluded

Pricing Schedule – Base Scope

Base Price -	$32,640.00
Sales Tax -	$ 2839.68
Total Price -	$35,479.68

Sincerely,

Casey Lindstrom
BANLIN Construction, LLC

BANLIN Construction
320 W. Columbia Dr.
Kennewick, WA 99336

(509) 586-2000 - office
(509) 586-7777 - fax

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Washington Counties Risk Pool Appointment
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Matt Rasmussen, Deputy County 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 Resolution
☐ Scheduled Business	☐ Sign Letter / Documents	☐ Pass Ordinance
		☐ Execute Contracts

Summary / Background Information

The Washington Counties Risk Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors requires appointees and/or designees from each member county. There has been some transition beginning January 1, 2023, that warrant a change. By way of Resolution, Benton County may update our appointments and designations to the Risk Pool.

Fiscal Impact

N/A

Recommendation

Approve the Resolution authorizing the Chairman of the Board to sign the Resolution appointing and designating individuals to the Risk Pool.

Suggested Motion

Consent.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY.

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:

a. **Director / Alternate Director** (Article 8 of the Interlocal Agreement and Article 2 of the Bylaws) – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county's legislative authority;
b. **County Risk Manager** (Article 11(b) of the Interlocal Agreement) – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County;
c. **County Safety Officer** (Article 11(c) of the Interlocal Agreement) – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices; and
d. **County Claims Administrator** (sections B.6, C and E.1.b of the Pool Board of Directors' Claims Handling Policies and Procedures) – each Pool member county must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County's claims administration; **NOW, THEREFORE**

BE IT RESOLVED, that Benton County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director:	Adam Morasch, Risk Manager or designee
Alternate Director:	Ryan Brown, Chief Deputy Prosecuting Attorney or designee
Risk Manager:	Adam Morasch, Risk Manager or designee
Safety Officer:	Adam Morasch, Risk Manager or designee
Claims Administrator:	Adam Morasch, Risk Manager or designee
Prosecuting Attorney:	Eric Eisinger

cc: Risk Management, Commissioners, Washington Counties Risk Pool A. Morasch

BE IT FURTHER RESOLVED, this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s), rescinding resolution 2020-304; and

BE IT FURTHER RESOLVED, that a copy of this resolution, once completed, shall be forwarded to the attention of the Executive Director at the Washington Counties Risk Pool, 2558 RW Johnson Road S.W., Suite 106, Tumwater, WA 98512-6103.

DATED this 24th day of January, 2023.

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Risk Management, Commissioners, Washington Counties Risk Pool A. Morasch

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 118

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Admin Dept Nbr: 118

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: **Dept. 118** TRANSFER TO: **Dept. 118**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5211000	51929	Evidence Technician	$500	5211000	52121	Voluntary Early Retirement Prgm	$300
				5211000	51925	Overtime	$200
TOTAL			$500	TOTAL			$500

Explanation:

Transfer funds to cover deficit in dept 118 salary & benefits due to unplanned Voluntary early retirement program expense and necessary overtime expenditures for the 2021/2022 budget cycle

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 119

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Clerk & Records Dept Nbr: 119

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: **Dept. 119** TRANSFER TO: **Dept. 119**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212200	51372	Records Clerk	$2,000	5212200	51925	Overtime	$2,000
TOTAL			$2,000	TOTAL			$2,000

Explanation:

Transfer funds to cover deficit in dept 119 for necessary overtime expenditures for the 2021/2022 budget cycle

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 121

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: **Dept. 121** TRANSFER TO: **Dept. 121**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	53201	Vehicle Fuel	$6,169	5212420	51925	Overtime	$210
				5212100	94193	ER&R Fund Services	$259
				5212100	52105	Uniforms & Accessories	$5,700
TOTAL			$6,169	TOTAL			$6,169

Explanation:

Transfer funds to cover deficit in dept 121 due to necessary overtime expenditures, uniforms and repairs for 2021/2022 budget cycle

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 125

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: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Traffic Control Dept Nbr: 125

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: **Dept. 125** TRANSFER TO: **Dept. 125**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5217000	52103	Medical Insurance	$10,200	5217000	51925	Overtime	$281
5217000	52105	Uniforms & Accessories	$364	5217000	51523	Deputy	$12,794
5217000	53106	Operating Supplies	$3,358	5217000	51530	Deputy	$1,042
5217000	53135	Maintenance/Repair Supplies	$3,200	5217000	51918	Deputy	$16,231
5217000	53201	Vehicle Fuel	$7,473	5217000	51935	Holiday	$6,653
5217000	54103	Professional Services	$241				
5217000	54301	Travel	$239				
5217000	54727	EDC-800 MHZ User Fees	$4,026				
5217000	54728	Secomm	$2,555				
5217000	54802	Repair/Maintenance-Vehicle	$1,205				
5217000	54813	Repair/Maintenance-Radios	$2,700				
5217000	54905	Training	$1,440				
TOTAL			$37,001	TOTAL			$37,001

Explanation:

Transfer funds to cover deficit in dept 125 salaries due to unfunded deputy wage increase for the 2021/2022 budget cycle

Prepared by: Katie Gillies Date: 1/11/23

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	Trial Court Improvement Fund Expenditure Request
Presenter:	N/A
Prepared By:	Tiffany Runge
Reviewed By:	TCI Committee

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 Trial Court Improvement Committee is presenting their 2023-2024 expenditure requests that have been approved and recommended by the Trial Court Improvement Committee. Please see attached letter.

Fiscal Impact

None – expenditures paid through the Trial Court Improvement monies. Trial Court Improvement has an approved budget of $775,000.00 for 2023-2024.

Recommendation

Recommend approval of allocation of funds and expenditures per the allocations and resolution. Further, recommend that Benton County Resolution 2021-608 be rescinded.

Suggested Motion

N/A – Consent Agenda.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED IN THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES FOR 2023-2024 TOTALING UP TO $561,000.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND AND RESCINDING RESOLUTION 2021-608

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures for 2023-2024 totaling up to $561,000.00; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk agree to the allocation of Trial Court Improvement funds, in the amount of $187,000.00 to each entity; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk agree each office may expend their allocated funds for equipment, professional services and travel and training costs for their respective offices as needed to meet their budgetary needs; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County; **NOW THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the allocation of funds and authorizes expenditures as outlined on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling up to $561,000.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and

BE IT FURTHER RESOLVED that Benton County Resolution 2021-608 is hereby rescinded.

DATED this _____ day of _____, 2023.

_____
Chair of the Board

_____
Chair Pro-Tem

Attest:_____
Clerk of the Board

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

cc: Info. Technology, Superior Court Admin., Auditor

Prepared by: Tiffany Runge

ATTACHMENT "A"
Benton County Trial Court Improvement Committee

Judge Jacqueline Shea-Brown, Superior Court
Judge Daniel Kathren, District Court
Clerk Josie Delvin
Chief Deputy Clerk Elaine Osborne
Superior Court Administrator Tiffany Runge
District Court Administrator Ela Selga

January 10, 2023

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

Re: 2023-2024 Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

The Trial Court Improvement Committee has agreed to split the balance of the Trial Court Improvement funds, equally, after the deduction of IT Assessments.

Total TCI Expenditure Funds	$775,000
TCI IT Assessments	($213,769)
TCI Expenditure Fund Balance	**$561,231**

The Trial Court Improvement Committee has reviewed and approved the following 2023-2024 allocation of expenditure funds to each entity and agrees any expenditures made by each entity, within their allocated funds, are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

SUPERIOR COURT - Approved to expend TCI funds within the Supplies and Services line items as needed to meet their budgetary needs	$187,000.00
DISTRICT COURT - Approved to expend TCI funds within the Supplies and Services line items as needed to meet their budgetary needs	$187,000.00

BENTON COUNTY CLERK - Approved to expend TCI funds within the Supplies and Services line items as needed to meet their budgetary needs	$187,000.00

The Trial Court Improvement Committee recommends the Board of County Commissioners approve the above expenditures, up to $187,000 by each committee entity as outlined above, for a combined total of $561,000.00.

Judge Daniel Kathren
Presiding Judge – District Court

Judge Jacqueline Shea-Brown
Presiding Judge – Superior Court

Ela Selga
District Court Administrator

Tiffany Runge
Superior Court Administrator

Josie Delvin
Benton County Clerk

Elaine Osborne
Chief Deputy Clerk

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 123

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

Dated this _____ day of _____, _____

_____
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: Tiffany Runge

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Superior Court Dept Nbr: 123

Fund Name: Current Expense Fund Nbr: 0010

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
5122200	54301	Travel	$1,000	5122200	51925	Overtime	$1,000
TOTAL			$1,000	TOTAL			$1,000

Explanation:

Transfer of funds to adequately cover the costs incurred in my 2021-2022 Budget consistent with the Auditor's coding.

Prepared by: Tiffany Runge Date: 11-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN SUSTAINABLE DEVELOPMENT, FUND NUMBER 1350, 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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Sustainable Development | Fund Nbr: 1350

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5549100	54103	Professional Services	$7,850	5587010	51731	Sustainable Development Coord	$7,300
				5587010	52102	Social Security (FICA)	$550
TOTAL			$7,850	TOTAL			$7,850

Explanation:

2021/2022 Budget. To cover wages and benefits for 2021/2022.

Prepared by: Linda Ivey | Date: 11-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN TREASURER'S O & M, FUND NUMBER 1120, 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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Treasurer's O & M | Fund Nbr: 1120

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5142200	53101	Supplies	$1,963	5142200	52103	Medical Insurance	$1,963
TOTAL			$1,963	TOTAL			$1,963

Explanation:

2021/2022 Budget: To appropriate budget for benefits to complete the year.

Prepared by: Kirsten Yniguez | Date: 17-Jan-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	24 January 2023
Subject:	Benton City Revitalization Organization
Presenter:	Alex Weber, Chair
Prepared By:	Fyall
Reviewed By:	Fyall

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(see "Background" below)*

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 Agreement

Summary & Background

Alex Weber, the Benton City Revitalization Organization Chair, probably joined by other members, will give a periodic update on what their organization has going on, and on economic development activities in the Benton City area in general. BCRO is a recipient of funds from TRIDEC for economic development services, and is a sort of successor organization to the former Benton City Economic Development Committee which ceased operations several years ago.

Fiscal Impact

Not applicable.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023 **Memo Date:** January 6, 2023
Subject:	SUB 2022-003 Preliminary Plat of Desert Pines
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 4.08 acres into 12 residential lots. The preliminary plat is known as Desert Pines. The land is zoned Urban Growth Area Residential District.

The largest lot area in the development is approximately 20,529 sq feet and the smallest lot area is 7,501 sf. The lots are proposed to be served by a new public road with city services for water and sewer.

The site is located west of Gum Street along the north side of E. 23rd Avenue near site address 527 E 23rd Avenue, Kennewick in the northwest quarter of the southwest quarter of Section 7, Township 8 North, Range 30 W. M. (Parcel Number 107803000009000).

On December 13, 2022, at the conclusion of the open record hearing, the Planning Commission voted 6-0, with (with one vacancy) 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, January 24, 2023 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 6-0, with one vacancy 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 Desert Pines- SUB 2022-003 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 2022-003 –DESERT PINES. APPLICANT: MARIA INFANTE AND LUCIO MENDOZA, PARCEL NUMBER: 107803000009000

WHEREAS, the legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, October 26, 2022; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (October 19, 2022); publication of Notice of Application (October 17, 2022) and Legal Notice in the Prosser Record Bulletin (November 30, 2022); and,

WHEREAS, the Planning Commission held a public hearing on December 15, 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 December 15, 2022, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Desert Pines - SUB 2022-003; 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, January 24, 2023; 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 2022-003 in the Planning Division records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat Desert Pines - SUB 2022-003 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 Desert Pines - SUB 2022-003 subject to the seven (7) findings of fact and eighteen (18) conditions of approval as stated in the staff memo (PCM 1.1) dated November 15, 2022, and hereby approves the preliminary plat.

_____
Chairman of the Board

Dated this 24th day of January 2023.

_____
Member

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

Attest.....
Clerk of the Board
Cc: BCC, PLN, PW

MC

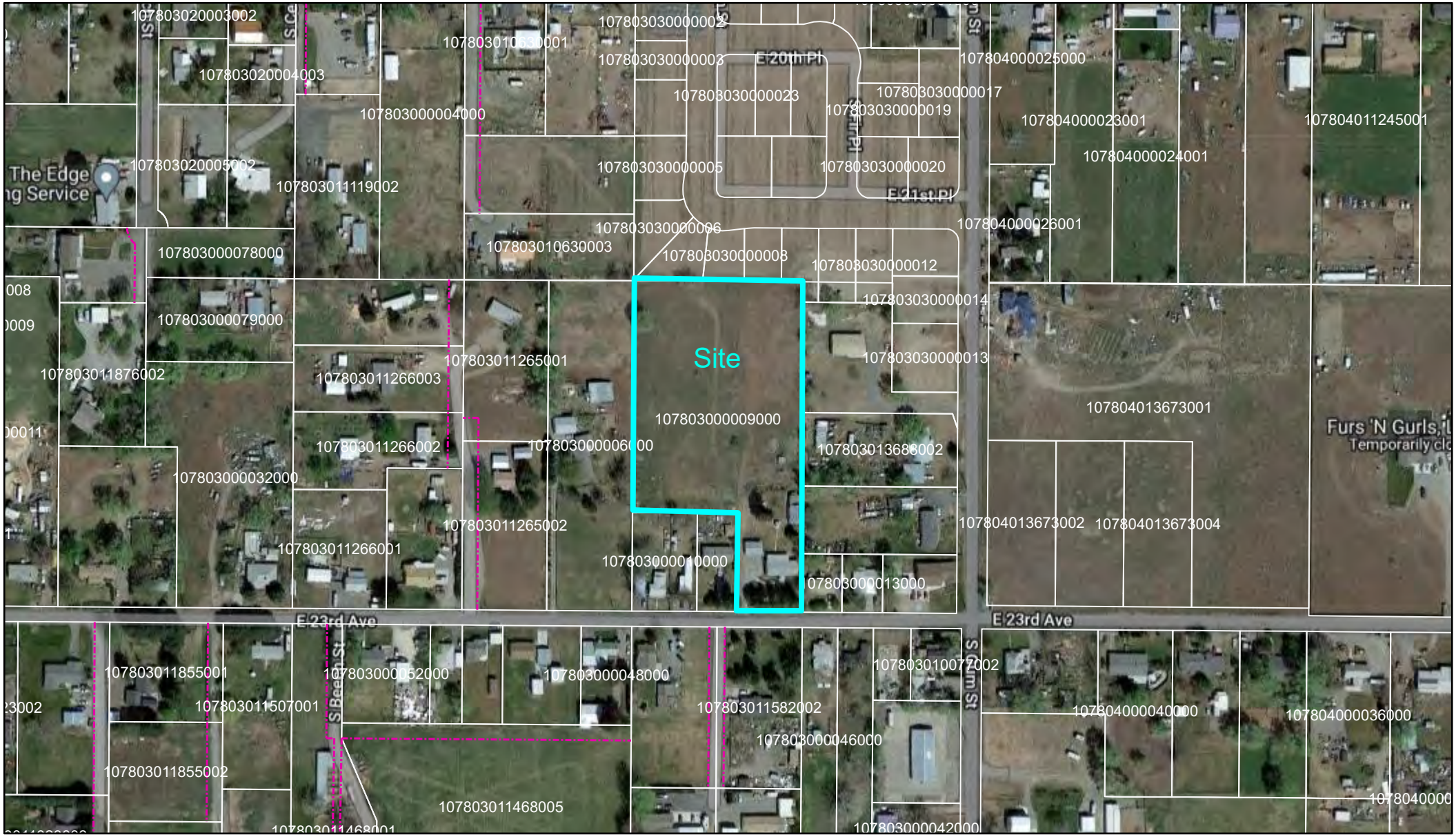
EXHIBIT LIST FOR SUB 2022-003/EA 2022-041
Preliminary Plat of Desert Pines

			DATED
Planning Commission Memo Exhibit List -December 13, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	November 15, 2022
	PCM 1.2	Site Map	October 17, 2022
	PCM 1.3	Notice of Public Hearing	November 15, 2022
		APPLICATION SUBMITTAL	
	PCM 1.4	Subdivision Application Materials	October 10, 2022
	PCM 1.5	Plat Map	October 10, 2022
	PCM 1.6	Preliminary Stormwater Report	October 10, 2022
	PCM 1.7	City of Kennewick emails	October 10, 2022
		SEPA INFORMATION	
	PCM 1.8	Environmental Checklist EA 2022-041	October 10, 2022
	PCM 1.9	Notice of Application	October 17, 2022
	PCM 1.10	Determination of Non Significance	November 14, 0222
		COMMENTS	
	PCM 1.11	Benton Franklin Health District	October 19, 2022
	PCM 1.12	Benton PUD Comments	October 28, 2022
	PCM 1.13	Dept. of Ecology	November 7, 2022
	PCM 1.14	Benton County Public Works	October 31, 2022
	PCM 1.15	Benton County Fire Marshal SEPA Comments	November 10, 2022
	PCM 1.16	City of Kennewick Public Works Dept. Comments	November 10, 2022
	PCM 1.17	City of Kenenwick Addressing Comments	October 10, 2022
	PCM 1.18	Columbia Irrigation District	October 30, 2022
	PCM 1.19	Benton County Public Works - SEPA Comments	October 25, 2022
Planning Commission Heairng Exhibit List -December 13, 2022			
PCH 1 Includes:	PCH 1.1	REVISED comments from Benton Co. Public Works	December 13, 2022
Board of County Commissioners Memo Exhibit List - January 24, 2023			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	January 9, 2023
	BCCM 1.2	Draft Resolution	January 9, 2023
	BCCM 1.3	Planning Commission Recommendation, Findings of Fact	December 13, 2023
	BCCM 1.4	Audio Recording of the Planning Commission hearing	December 13, 2023

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

SUB 2022-003 Vicinity Map

PCM 1.2



10/17/2022, 10:03:25 AM

Access Easement

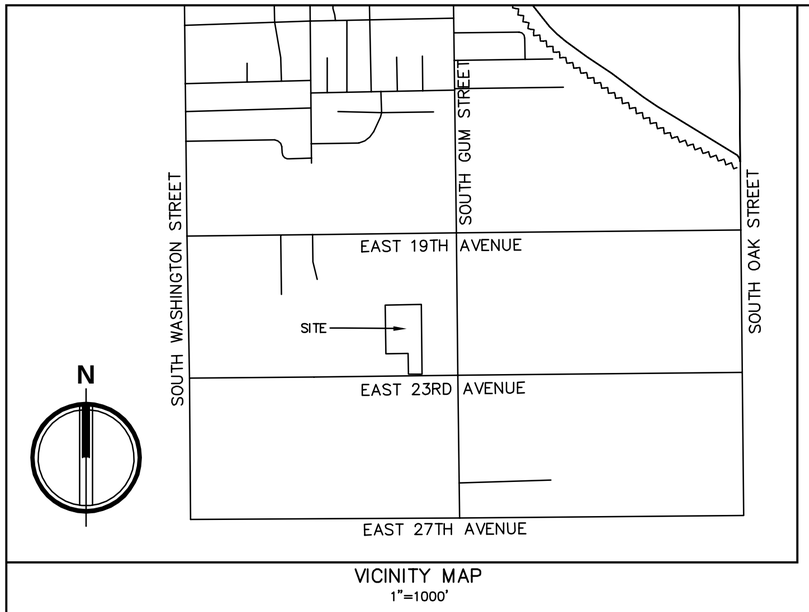
Parcels and Assess

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

Google Inc



VICINITY MAP
1"=1000'

LEGAL DESCRIPTION

PER TICOR TITLE COMPANY
ORDER NUMBER: 472220233
DATED APRIL 8, 2022

THE SOUTH 208.71 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M., EXCEPT THE WEST 208.71 FEET THEREOF AND EXCEPT ROAD.

TOGETHER WITH THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON. EXCEPT THE SOUTH 208.71 FEET THEREOF, RECORDS OF BENTON COUNTY, WASHINGTON.

PLAT NOTES AND RESTRICTIONS

1. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE 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.

2. 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 AND SEWER CONNECTION TO THE CITY OF KENNEWICK UTILITY SERVICES.

3. ADDRESS NUMBERS [NOTED IN BRACKETS] HAVE BEEN ASSIGNED BY THE CITY OF KENNEWICK AND ARE SUBJECT TO CHANGE.

4. ADDITIONAL SETBACKS FOR STRUCTURES ON LOTS THAT DO NOT HAVE APPROVED FIRE FLOW FACILITIES MAY BE REQUIRED PURSUANT TO BCC 3.18.

5. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATIONS OR RESPONSIBILITY FOR THE CONSTRUCTION, UPKEEP, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES OR DRAINAGE EASEMENTS LOCATED OUTSIDE OF THE COUNTY ROAD RIGHT-OF-WAY.

6. ALL DWELLING UNITS AND SWIMMING POOLS SHALL HAVE A SETBACK OF ONE HUNDRED FIFTY (150) FEET FROM ANY PARCEL LOCATED PARTIALLY OR WHOLLY WITHIN THE GROWTH MANAGEMENT ACT AGRICULTURAL DISTRICT (GMAAD) AND FROM ANY ADJACENT ORCHARD, HOP YARD, OR VINEYARD (OR COMBINATION THEREOF) OF TEN (10) ACRES OR MORE ON ONE PARCEL OR CONTIGUOUS PARCELS UNDER COMMON OWNERSHIP.

7. CONSTRUCTION ACTIVITIES ONSITE SHALL COMPLY WITH BENTON COUNTY PUBLIC NUISANCE AND NOISE ORDINANCE, BCC TITLE 6A.15, AS EXISTING AND HEREAFTER AMENDED. 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.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

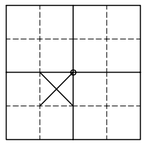
WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.

SHEET 1 OF 2

Received 10-10-22
Benton County
Planning Division

SECTION INDEX
S 7, T 8 N, R 30 E, WM
BENTON COUNTY, WA



ACKNOWLEDGEMENT

WE THE UNDERSIGNED ATTEST THAT WE ARE THE CONTRACT PURCHASERS OR OWNERS IN FEE SIMPLE AND HAVE REAL INTEREST IN THE LAND REPRESENTED ON THIS FINAL PLAT. THIS FINAL PLAT IS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION AND DRAINAGE; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

LUCIO MENDOZA

STATE OF WASHINGTON } S.S.
COUNTY OF _____

ON THIS DAY PERSONALLY APPEARED BEFORE ME

_____ TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND

AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

SIGN NAME PRINT NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____.

MARINA INFANTE

STATE OF WASHINGTON } S.S.
COUNTY OF _____

ON THIS DAY PERSONALLY APPEARED BEFORE ME

_____ TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND

AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

SIGN NAME PRINT NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____.

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN JULY 2022 IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE

JOHN W. BECKER P.L.S. NO. 38480 DATE

JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

ORIGINAL TRACT ASSESSORS PARCEL NO.

PARENT PARCEL 107803000009000

BENTON COUNTY APPROVALS

THIS FINAL PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY ENGINEER DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION DATE

BENTON-FRANKLIN HEALTH DISTRICT DATE

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 DATE

CHARTER COMMUNICATIONS DATE

CITY OF KENNEWICK DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND AND INCLUDING THE YEAR

20__. PARCEL NO. 1078030000090000

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

DWN. BY	DATE
EAF	10/11/22
CHKD. BY	**JOB NO.**
JWB	2220287

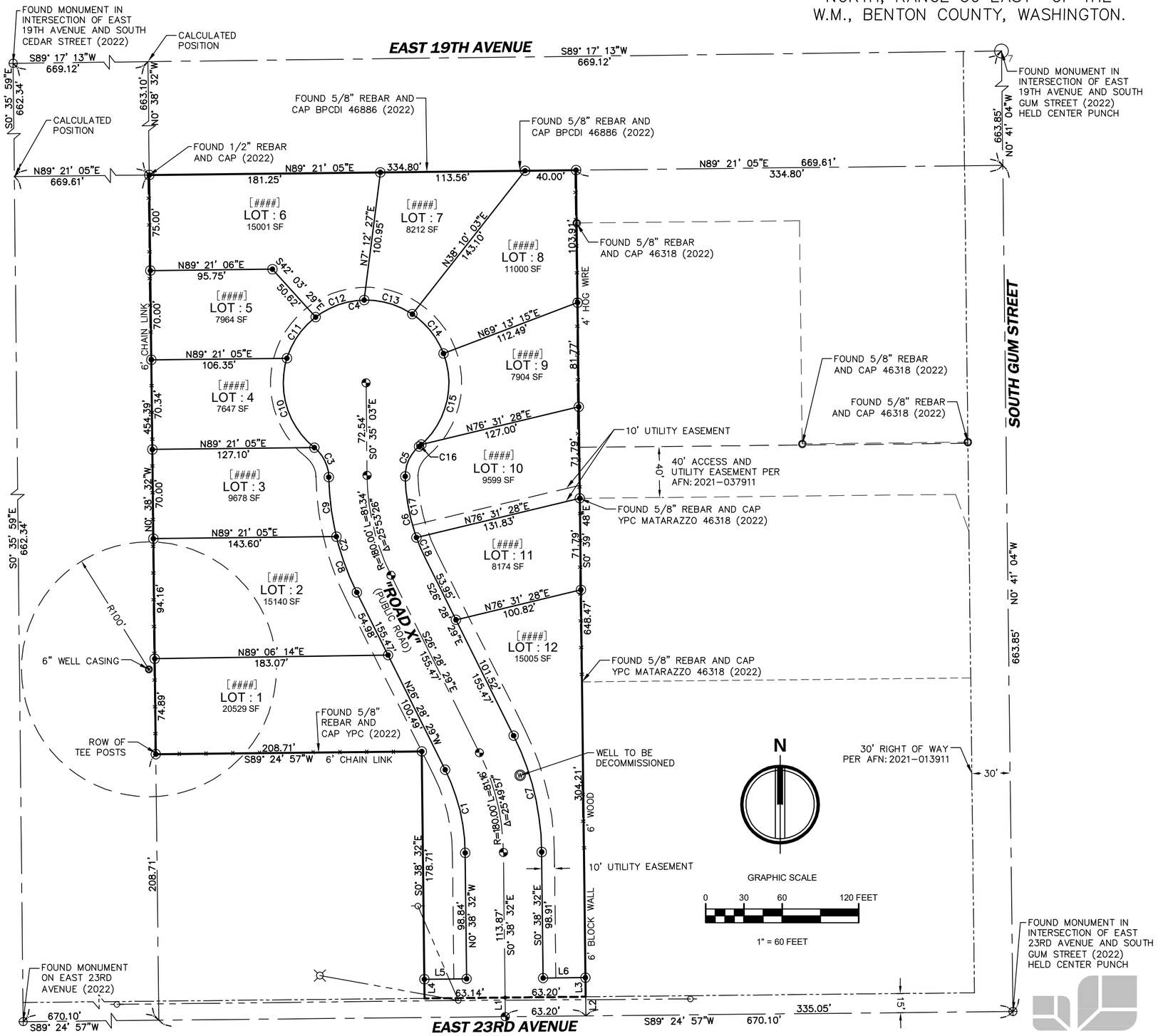
AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

Received 10-10-22
Benton County
Planning Division

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	67.63	150.00	25°49'57"	N13° 33' 30"W	67.06
C3	26.62	30.00	50°50'00"	N26° 00' 02"W	25.75
C4	319.54	65.00	281°40'00"	N89° 24' 57"E	82.11
C5	26.62	30.00	50°50'00"	S24° 49' 57"W	25.75
C6	66.67	150.09	25°27'04"	S13° 44' 43"E	66.12
C7	94.68	210.00	25°49'57"	S13° 33' 30"E	93.88
C8	46.64	210.06	12°43'13"	N20° 06' 46"W	46.54
C9	47.15	210.06	12°51'34"	N7° 19' 22"W	47.05
C10	77.92	65.00	68°41'07"	N17° 04' 29"W	73.34
C11	40.00	65.00	35°15'32"	N34° 53' 50"E	39.37
C12	41.04	65.00	36°10'34"	N70° 36' 54"E	40.36
C13	40.00	65.00	35°15'32"	S73° 40' 03"E	39.37
C14	40.00	65.00	35°15'32"	S38° 24' 31"E	39.37
C15	78.17	65.00	68°54'03"	S13° 40' 17"W	73.54
C16	2.41	65.00	2°07'39"	S49° 11' 08"W	2.41
C17	48.97	150.09	18°41'44"	S10° 22' 04"E	48.76
C18	17.70	150.09	6°45'20"	S23° 05' 36"E	17.69



LEGEND

◔	SET MONUMENT
⊕	FOUND MONUMENT
⊛	CENTER SECTION
◉	SET REBAR AND CAP LS 38480
⚬	FOUND PROPERTY CORNER
○	CALCULATED POINT NOTHING FOUND OR SET
(C)	CALC
(M)	MEASURED
(R)	SP 2513, RECORDS OF BENTON COUNTY, WASHINGTON. AUDITOR'S FILE NO.2000-017901
⚬	SANITARY SEWER CLEANOUT
◯	SANITARY SEWER MANHOLE
←	GUY ANCHOR
-o-	UTILITY POWER POLE
⊠	JUNCTION BOX
	FIRE HYDRANT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER VALVE
— — — D —	STORM LINE
— — — S —	SEWER LINE
— — — W —	WATER LINE
----------	OVERHEAD UTILITIES
—x—x—x—x—	FENCE
----------	BUILDING SETBACK

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.00	S0° 38' 32"E
L2	15.00	S0° 39' 48"E
L3	15.00	S0° 39' 48"E
L4	15.00	S0° 38' 32"E
L5	33.14	N89° 24' 57"E
L6	33.19	N89° 24' 57"E

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.
RTK GPS FOR CONTROL

BASIS OF BEARING

NAD 1983
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.

DWN. BY	DATE
EAF	10/11/22
CHKD. BY	**JOB NO.**
JWB	2220287

JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the preliminary plat of Desert Pines, located in Section 7, Township 8 North, Range 30 East. W.M.

SUB 2022-003
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

SUB 2022-003, a proposal by Marina Infante and Lucio Mendoza, for the preliminary plat of Desert Pines, a subdivision of approximately 4.08 acres into 12 residential lots on parcel number 107803000009000 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, a Notice of Application was published in the Prosser Record Bulletin on October 26, 2022;

WHEREAS, a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on November 14, 2022;

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on November 30, 2022; and,

WHEREAS, the property owners within 300 feet were mailed legal notice for the public hearing on November 22, 2022;

WHEREAS, an open record public hearing was held on December 13, 2022 at 6:00 p.m. in the Planning Hearing Room, 620 Market Street, 1st Floor, Courthouse, Prosser and was conducted in person and through an online, virtual meeting platform. Planning Commissioners and staff joined both in person and remotely; 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, Brian Skeels, Odalys Lopez, Lorna Zaback, and Martin Sheeran; 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 December 13, 2022; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted with six members present, and with one vacancy to recommend approval with the findings of fact as outlined in the staff memo dated November 15, 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 Benton County Comprehensive Plan designates this area as Urban. The property's zoning designation is Urban Growth Area Residential (UGAR). The preliminary plat complies with the minimum lot size and minimum average lot width required for the UGAR Zoning District;

        ii. The 4.08-acre site is bordered on all sides by land zoned Urban Growth Area Residential District.

        iii. The City of Kennewick's Comprehensive Plan designation for the property is Low Density Residential.

        iv. This development proposal complies with the UGAR District's purpose statement in BCC 11.07.010- The Urban Growth Area Residential District (UGAR) are lands within Urban Growth Areas (UGAs) that have been designated to accommodate the land use needs of a city's projected future population growth. The UGAR District allows higher densities and a variety of uses similar to those typically found in the adjacent cities. The densities, uses and development provisions allowed within this district assure that development prior to annexation by a city results in densities, land uses and development patterns that are consistent with that city's Comprehensive Plan.

        v. The average lot size in the development is 11,321 square feet, the largest lot in the development is approximately 20,529 square feet and the smallest lot is 7,501 square feet.

        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Zoning Ordinance; and

        vii. The creation of 12 residential lots in the UGAR 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 Urban Growth Area Residential (UGAR). The preliminary plat complies with the minimum lot size and minimum average lot width required for the UGAR 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, a portion of the property is located within the special flood hazard area

known as Zone B, or the 500-year flood zone, which does not have additional requirements.

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. Washington State Department of Ecology requested the applicant obtain a NPDES Construction Stormwater General Permit.

iii. A DNS (PCM 1.10) was issued for the project on November 14, 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 and City of Kennewick Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.16, PCM 1.17, and PCH 1.1); 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 12 residential lots in the UGAR 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 the City of Kennewick for potable water and sewer service and Columbia Irrigation District for irrigation water;

ii. The Benton Franklin Health District has reviewed the preliminary plat and have no objection's provided water and sewer are provided by the City of Kennewick; and

iii. The Benton County Fire Marshal has required fire hydrants to be installed to City of Kennewick standards.

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 within the City of Kennewick urban area designated for parks and trails.

c. Appropriate provisions have been made for drainage ways based on the following facts:

   i. Harms Engineering, Inc. prepared a preliminary stormwater drainage report for the applicants of Desert Pines dated September 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 1.14 and PCH 1.1).

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's 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 (PCM 1.14 and PCH 1.1) comments as it relates to road and mitigation requirements.

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 Rock-Glade Watershed, WRIA 31;

   ii. Potable water is proposed to be served by the City of Kennewick. The City of Kennewick 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 the City of Kennewick provides potable water to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

h. The Benton Franklin Health District has no objections provided sewer service is provided by the City of Kennewick to all future development in the plat.

i. 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, there is open space land within the City of Kennewick urban area designated for parks and trails.

j. 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.

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. The Benton Franklin Health District has reviewed the application and indicated that it has no objection to the 12 lots connecting to the City of Kennewick water and sewer services.

7. This plat is located within the Columbia Irrigation District and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

   a. The applicant is required to comply with the Columbia Irrigation District standards and requirements as they relate to RCW 58.17.310.

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 follow standard R-2 with the addition of a minimum 1-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 accounting 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.

k. Relocate existing power pole at the intersection of Road X and E 23rd Ave outside of County right-of-way; unless other reasonable accommodations can be made.

l. Remove any existing obstructions in the County right-of-way: trees, shrubs, walls etc.

m. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

n. Add the following notes to the face of the final plat:

- 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.

o. Add the following wording to note 5 on the face of the plat: "…All such maintenance and upkeep are the responsibility of the underlying property owner."

p. 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 Kennewick Public Works Department**, including the following:

Utility Comments

a. An Outside Utility Agreement (OUA) will need to be signed by the Developer. The permits for this project cannot be released by the Permit Technician for connection to City utilities until the Agreement has been recorded with the County. The agreement needs to be on legal size paper (8 ½" x 14") and the signature must be notarized.

b. Developer must submit a comprehensive water, sewer, and storm plan for review and approval by the City for the entire plat prior to approval of construction plans. Comprehensive Plans can be submitted with the preliminary civil plan review. Water, Sewer and Storm Comprehensive plans shall include pipe size on their proposal. Storm design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.

c. Provide water and sanitary sewer services for each proposed dwelling or building per KMC 14.13.020, 14.22.020(1), KMC 17.13.095(1), KMC 17.12.055.

d. Water and sewer services to be constructed per City of Kennewick (COK) Detail 3-6.

e. The Developer shall provide and install one metered water service for each lot at their own expense per COK Standard Drawing 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.

f. There is an existing 12-inch water main in S Gum St.; Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.

g. Provide 15-foot-wide easements or tracts centered over all water mains outside of the right-of-way. These easements must extend to 5 feet behind fire hydrants.

h. The Developer shall provide and install one metered water service for each proposed dwelling or building at their own expense per COK Standard Detail 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.

i. All proposed water main extensions must conform to the adopted City master plan, as amended and must conform to an overall program for a grid system, with provisions made for extensions of looping for circulation where at all possible per KMC 14.10.030.

j. Provide water lines and hydrants as required by Fire Department to meet fire protection.

k. Hydraulic modeling may be required based on fire flow requirements.

l. City potable water is not available for irrigation purposes unless special permission is given by the Public Works Director. Contact CID in order to provide irrigation water to irrigate the parcels.

m. There is an existing 16-inch sanitary sewer main in S Gum St. installed by COK Record Drawing C-4005. Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.

n. Every proposed dwelling shall be separately connected with the public sewer per KMC 14.22.030(10).

o. Provide 15-foot-wide easements or tracts centered over all sewer mains outside of the right-of-way.

p. Provide a Storm Water Site Plan (drainage report) and storm design to retain and dispose of a 25-year 24-hour storm following the Storm Water Management Manual for Eastern Washington (SMMEW) and Section 5-8. Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. Design and construct all underground infiltration structures to meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements found in section 5-6 of the SMMEW. Provide UIC registration numbers on the plans prior seeking the City's signature.

q. All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e., "Existing 8-inch Water" or similar). Label private lines "Private".

r. Any off-site tracts, easements or agreements required for the project shall be submitted with the civil plans for review. Before a permit can be issued for the project, the easements or agreements shall be recorded at Benton County and a copy shall be provided to Public Works. The Auditor File Number shall be added to the plans before seeking City signature.

s. 19. This site requires a Public Works Construction Permit. You may apply for this by submitting the information below for Civil Plan Review through the City of Kennewick's Self Service Portal:

t. PDF copy of the Application for Civil Review and Storm Calculations.

u. One full size (24"x36") PDF copy of the construction plans.

v. Construct all projects using current City Survey Data. After project completion, Record Drawings showing improvements made on the property will be required prior to acceptance of the construction permit(s). For detailed information on Kennewick Survey Data and Record Drawings go to COK website at https://www.go2kennewick.com/314/Civil-Plan-Review.

Addressing Comments

w. Road X shall be labeled "S Elm Place."

x. Please add the follow addresses for each lot:

Lot 1: 2196	Lot 7: 2119
Lot 2: 2182	Lot 8: 2135
Lot 3: 2166	Lot 9: 2151
Lot 4: 2150	Lot 10: 2167
Lot 5: 2134	Lot 11: 2183
Lot 6: 2118	Lot 12: 2199

3. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the above referenced proposal and has no objections provided municipal services, such as sewer and water, are provided to the proposed lots.

   a. In an effort to promote active lifestyles, we would encourage you to consider and coordinate the development of safe bicycle paths, the adoption of zoning rules favoring sidewalks in residential and commercial areas, traffic-free areas and traffic patterns that encourage people to walk, measures to ensure safe streets, and incentives to encourage the public to use mass transit rather than private cars, in this and in all future developments within the City of Kennewick.

   b. Please contact JoDee Peyton at 509-460-4318 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton PUD** including the following:

   a. Benton PUD will need to know if the road is widening and if the existing overhead power lines and poles need moved. If the pole and line needs to be moved, extra guy/anchors and poles will be required if pole line angles are changed at subdivision entrance.

   b. Existing pole shown to serve subdivision is full. An additional pole will need installed to take a primary power feed into the subdivision.

   c. Benton PUD will require looping power through subdivision from E 23rd Ave to South side of lot 10 in utility easement and then out to Gum St existing poles or transformers through the 40ft utility/access easement.

- Possible J-boxes will need installed in 40ft utility/access easement to properly loop power. Trenching may be required all the way to Benton PUD pole 83007-3401 on Gum St to loop power properly.

d. Benton PUD will need to have a 10ft easement for the existing overhead service wire crossing in front of subdivision.

e. Developer will need to provide Benton PUD with the CAD file to get lot layout into BPUD's map for design.

f. For more information, please contact Chad Brooks at 509-582-1233.

5. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. Fire Hydrants will be required if the sub-division is hooking up to city services. A letter from the city entity providing the service will need to be submitted.

   b. City standards for Fire Hydrants will have to be met, with proof of service from the city public works department is required.

   c. 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. Note: If the project will result in more than one acre of soil disturbance, but less than 5 acres of soil disturbance, it may be possible to obtain an Erosivity Waiver.

   e. More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

   f. 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 **Columbia Irrigation District** including the following:

   a. All applicable fees must be paid in full.

   b. All Irrigation Assessments must be paid in full.

   c. Follow the District's Standard Specifications for installing pipe and services.

d. Submit a copy of the short plat and the irrigation plan for approval. The Irrigation Plan must be approved by CID prior to any excavation or start of the project. The Irrigation Plan shall include:

- Location and size of the irrigation easements
- Location of new services
- Show pipe and valve size

e. Installation of pipe and services per the approved irrigation plan shall be done by a licensed and bonded contractor.

f. Prior to covering the installed pipe and services, call the District for an inspection and final approval.

g. If applicable the developer will be responsible for payment of any CID engineering cost associated with the project.

h. Please contact Lila Freshment at (509) 586-6118 for more information.

8. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

a. A DNS (PCM 1.10) was issued for the project on November 14, 2022.

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 Harms Engineering, Inc dated September 2022 (PCM 1.6).

c. Please include a signature block for Columbia Irrigation District.

d. Please label the road widths for road X.

e. Please label the names of adjacent subdivisions and the location and names of all adjacent streets, as well as names of adjacent property owners to the subdivision.

f. Please dedicate the additional 15’ of right-of-way to Benton County and remove the dashed line shown along E 23rd Ave and replace the boundary of the parcel with a bold solid line.

g. Please include the names, addresses and telephone numbers of the engineer or surveyor and the developer or contact person for all information and correspondence relating to the preliminary plat.

h. Please show a tabular summary showing the following information:

- Land Use Summary
- Gross acreage
- Net lot acreage
- Total number of lots
- Average lot size
- Minimum lot size
- Average density
- Present zoning
- Type of water service
- Type of sewerage
- Area of public roads

i. Please update the owner acknowledgment block to the following:

- Know all persons by these present that _____ are all parties having ownership interest in the land hereon described; have with their free consent and in accordance with their desires caused the same to be surveyed and subdivided as shown hereon; do hereby dedicate those roads and/or rights-of-way shown as public dedications hereon to the use of the public; do hereby waive on behalf of themselves and their successors in interest all claims for damages against Benton County and any other governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said dedicated roads and/or rights-of-way; and do hereby grant and reserve the easements as shown hereon for the uses indicated.

j. Please remove note 6 from the face of the plat.

k. Please remove the period after "disposed of" on line four of note 7.

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 City of Kennewick 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.

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the December 13, 2022 Planning Commission meeting can be found at the following link: https://www.co.benton.wa.us/agendalist.aspx?categoryid=1204

BENTON COUNTY WA

PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: CRISTINA WOODS

DATE:12/13/2022

SUBJECT: PRELIMINARY PLAT – SUB 2022-003 DESERT PINES SUBDIVISION

Please add the following as conditions of final approval for the above reference plat:

1. 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

2. 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

3. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed

4. The pavement return radius at all intersections shall be a minimum of 35 feet

5. 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

6. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting 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

7. 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

8. 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

9. 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

10. Dedicate 60' of right of way to Benton County for road purposes.

11. Relocate existing power pole at the intersection of Road X and E 23rd Ave outside of County right-of-way; unless other reasonable accommodations can be made.

12. Remove any existing obstructions in the County right-of-way : trees, shrubs, walls etc.

13. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

Add the following notes to the face of the final plat

1. 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

2. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

3. 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

Add the following wording to note 5 on the face of the plat :

"…All such maintenance and upkeep are the responsibility of the underlying property owner."

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 2022-003** **Preliminary Plat of Desert Pines**
MEMO DATE:	November 15, 2022
HEARING DATE:	December 13, 2022
APPLICANT/OWNER:	Marina Infante & Lucio Mendoza, 2023212 E SR 397, Kennewick, WA 99337
LOCATION:	The site is located 400 feet west of the intersection of S Gum Street and E 23rd Avenue, situs address of 527 E 23rd Avenue, Kennewick in the northeast quarter of the southwest quarter of Section 7, Township 8 North, Range 30 W. M. (Parcel Number 107803000009000)
PROPERTY SIZE:	Approximately 4.08 acres
AREA TO BE USED:	Approximately 4.08 acres
LAND USE:	Residential
COMP. PLAN:	Urban
ZONING:	Urban Growth Area Residential 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 4.08 acres into 12 residential lots. The preliminary plat is known as Desert Pines. The land is zoned Urban Growth Area Residential District.

The average lot size in the development is 11,321 square feet, the largest lot in the development is approximately 20,529 square feet and the smallest lot is 7,501 square feet. The lots are proposed to be served by a new public road and City of Kennewick water and sewer.

The site is located 400 feet west of the intersection of S Gum Street and E 23rd Avenue, situs address of 527 E 23rd Avenue, Kennewick in the northeast quarter of the southwest quarter of Section 7, Township 8 North, Range 30 W. M. (Parcel Number 107803000009000).

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on October 17, 2022 (PCM 1.9).
2. Planning Staff mailed out review packets to technical agencies on October 19, 2022.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on November 30, 2022 (PCM 1.3).
4. Property owners within 300 feet were mailed notice on October 18, 2022.
5. A SEPA Determination of Non-Significance (DNS) (PCM 1.10) was issued on November 14, 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 October 31, 2022 (PCM 1.14).
3. Kennewick Public Works Department: See utility comments dated November 10, 2022 (PCM 1.16).
4. Kennewick GIS Department: See addressing comments dated October 10, 2022 (PCM 1.17).
5. Benton County Fire Marshal: See comments dated November 10, 2022 (PCM 1.15).
6. Columbia Irrigation District: See comments dated October 30, 2022 (PCM 1.19).
7. Benton PUD: See comments dated October 28, 2022 (PCM 1.12).
8. Benton Franklin Health District: See comments dated October 19, 2022 (PCM 1.11).
9. Washington State Department of Ecology: See comments dated November 7, 2022 (PCM 1.21).

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 Desert Pines- File Number SUB 2022-003.

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 2022-003, 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 Benton County Comprehensive Plan designates this area as Urban. The property's zoning designation is Urban Growth Area Residential (UGAR). The preliminary plat complies with the minimum lot size and minimum average lot width required for the UGAR Zoning District;
        ii. The 4.08-acre site is bordered on all sides by land zoned Urban Growth Area Residential District.

iii. The City of Kennewick's Comprehensive Plan designation for the property is Low Density Residential.

iv. This development proposal complies with the UGAR District's purpose statement in BCC 11.07.010- The Urban Growth Area Residential District (UGAR) are lands within Urban Growth Areas (UGAs) that have been designated to accommodate the land use needs of a city's projected future population growth. The UGAR District allows higher densities and a variety of uses similar to those typically found in the adjacent cities. The densities, uses and development provisions allowed within this district assure that development prior to annexation by a city results in densities, land uses and development patterns that are consistent with that city's Comprehensive Plan.

v. The average lot size in the development is 11,321 square feet, the largest lot in the development is approximately 20,529 square feet and the smallest lot is 7,501 square feet.

vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Zoning Ordinance; and

vii. The creation of 12 residential lots in the UGAR 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 Urban Growth Area Residential (UGAR). The preliminary plat complies with the minimum lot size and minimum average lot width required for the UGAR 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, a portion of the property is located within the special flood hazard area known as Zone B, or the 500-year flood zone, which does not have additional requirements.

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. Washington State Department of Ecology requested the applicant obtain a NPDES Construction Stormwater General Permit.

iii. A DNS (PCM 1.10) was issued for the project on November 14, 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 and City of Kennewick Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.16 and PCM 1.17); 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 12 residential lots in the UGAR 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 the City of Kennewick for potable water and sewer service and Columbia Irrigation District for irrigation water;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and have no objection's provided water and sewer are provided by the City of Kennewick; and

      iii. The Benton County Fire Marshal has required fire hydrants to be installed to City of Kennewick standards.

   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 within the City of Kennewick urban area designated for parks and trails.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. Harms Engineering, Inc. prepared a preliminary stormwater drainage report for the applicants of Desert Pines dated September 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 1.14).

   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's 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 (PCM 1.14) comments as it relates to road and mitigation requirements.

   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 Rock-Glade Watershed, WRIA 31;

ii. Potable water is proposed to be served by the City of Kennewick. The City of Kennewick 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 the City of Kennewick provides potable water to all future development in the plat.

g. Adequate provisions have been made for sanitary waste based on the following facts:

h. The Benton Franklin Health District has no objections provided sewer service is provided by the City of Kennewick to all future development in the plat.

i. 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, there is open space land within the City of Kennewick urban area designated for parks and trails.

j. 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.

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. The Benton Franklin Health District has reviewed the application and indicated that it has no objection to the 12 lots connecting to the City of Kennewick water and sewer services.

7. This plat is located within the Columbia Irrigation District and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

a. The applicant is required to comply with the Columbia Irrigation District standards and requirements as they relate to RCW 58.17.310.

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 follow standard R-2 with the addition of a minimum 1-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 accounting 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.

k. Relocate existing power pole at the intersection of Road X and E 23rd Ave outside of County right-of-way.

l. Remove any existing obstructions in the County right-of-way: trees, shrubs, walls etc.

m. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

n. Add the following notes to the face of the final plat:

    i. 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.

    ii. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

iii. 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.

o. Add the following wording to note 5 on the face of the plat: "…All such maintenance and upkeep are the responsibility of the underlying property owner."

p. 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 Kennewick Public Works Department**, including the following:

Utility Comments

a. An Outside Utility Agreement (OUA) will need to be signed by the Developer. The permits for this project cannot be released by the Permit Technician for connection to City utilities until the Agreement has been recorded with the County. The agreement needs to be on legal size paper (8 ½" x 14") and the signature must be notarized.

b. Developer must submit a comprehensive water, sewer, and storm plan for review and approval by the City for the entire plat prior to approval of construction plans. Comprehensive Plans can be submitted with the preliminary civil plan review. Water, Sewer and Storm Comprehensive plans shall include pipe size on their proposal. Storm design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.

c. Provide water and sanitary sewer services for each proposed dwelling or building per KMC 14.13.020, 14.22.020(1), KMC 17.13.095(1), KMC 17.12.055.

d. Water and sewer services to be constructed per City of Kennewick (COK) Detail 3-6.

e. The Developer shall provide and install one metered water service for each lot at their own expense per COK Standard Drawing 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.

f. There is an existing 12-inch water main in S Gum St.; Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.

g. Provide 15-foot-wide easements or tracts centered over all water mains outside of the right-of-way. These easements must extend to 5 feet behind fire hydrants.

h. The Developer shall provide and install one metered water service for each proposed dwelling or building at their own expense per COK Standard Detail 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.

i. All proposed water main extensions must conform to the adopted City master plan, as amended and must conform to an overall program for a grid system, with provisions made for extensions of looping for circulation where at all possible per KMC 14.10.030.

j. Provide water lines and hydrants as required by Fire Department to meet fire protection.

k. Hydraulic modeling may be required based on fire flow requirements.

l. City potable water is not available for irrigation purposes unless special permission is given by the Public Works Director. Contact CID in order to provide irrigation water to irrigate the parcels.

m. There is an existing 16-inch sanitary sewer main in S Gum St. installed by COK Record Drawing C-4005. Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.

n. Every proposed dwelling shall be separately connected with the public sewer per KMC 14.22.030(10).

o. Provide 15-foot-wide easements or tracts centered over all sewer mains outside of the right-of-way.

p. Provide a Storm Water Site Plan (drainage report) and storm design to retain and dispose of a 25-year 24-hour storm following the Storm Water Management Manual for Eastern Washington (SMMEW) and Section 5-8. Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. Design and construct all underground infiltration structures to meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements found in section 5-6 of the SMMEW. Provide UIC registration numbers on the plans prior seeking the City's signature.

q. All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e., "Existing 8-inch Water" or similar). Label private lines "Private".

r. Any off-site tracts, easements or agreements required for the project shall be submitted with the civil plans for review. Before a permit can be issued for the project, the easements or agreements shall be recorded at Benton County and a copy shall be provided to Public Works. The Auditor File Number shall be added to the plans before seeking City signature.

s. 19. This site requires a Public Works Construction Permit. You may apply for this by submitting the information below for Civil Plan Review through the City of Kennewick's Self Service Portal:

t. PDF copy of the Application for Civil Review and Storm Calculations.

u. One full size (24"x36") PDF copy of the construction plans.

v. Construct all projects using current City Survey Data. After project completion, Record Drawings showing improvements made on the property will be required prior to acceptance of the construction permit(s). For detailed information on Kennewick Survey Data and Record Drawings go to COK website at https://www.go2kennewick.com/314/Civil-Plan-Review.

Addressing Comments

w. Road X shall be labeled "S Elm Place."

x. Please add the follow addresses for each lot:

Lot 1: 2196	Lot 7: 2119
Lot 2: 2182	Lot 8: 2135
Lot 3: 2166	Lot 9: 2151
Lot 4: 2150	Lot 10: 2167
Lot 5: 2134	Lot 11: 2183
Lot 6: 2118	Lot 12: 2199

3. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the above referenced proposal and has no objections provided municipal services, such as sewer and water, are provided to the proposed lots.

    a. In an effort to promote active lifestyles, we would encourage you to consider and coordinate the development of safe bicycle paths, the adoption of zoning rules favoring sidewalks in residential and commercial areas, traffic-free areas and traffic patterns that encourage people to walk, measures to ensure safe streets, and incentives to encourage the public to use mass transit rather than private cars, in this and in all future developments within the City of Kennewick.

    b. Please contact JoDee Peyton at 509-460-4318 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton PUD** including the following:

    a. Benton PUD will need to know if the road is widening and if the existing overhead power lines and poles need moved. If the pole and line needs to be moved, extra guy/anchors and poles will be required if pole line angles are changed at subdivision entrance.

    b. Existing pole shown to serve subdivision is full. An additional pole will need installed to take a primary power feed into the subdivision.

    c. Benton PUD will require looping power through subdivision from E 23rd Ave to South side of lot 10 in utility easement and then out to Gum St existing poles or transformers through the 40ft utility/access easement.

        i. Possible J-boxes will need installed in 40ft utility/access easement to properly loop power. Trenching may be required all the way to Benton PUD pole 83007-3401 on Gum St to loop power properly.

    d. Benton PUD will need to have a 10ft easement for the existing overhead service wire crossing in front of subdivision.

    e. Developer will need to provide Benton PUD with the CAD file to get lot layout into BPUD's map for design.

    f. For more information, please contact Chad Brooks at 509-582-1233.

5. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

    a. Fire Hydrants will be required if the sub-division is hooking up to city services. A letter from the city entity providing the service will need to be submitted.

    b. City standards for Fire Hydrants will have to be met, with proof of service from the city public works department is required.

    c. 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. Note: If the project will result in more than one acre of soil disturbance, but less than 5 acres of soil disturbance, it may be possible to obtain an Erosivity Waiver.

e. More information on the stormwater program may be found on Ecology's stormwater website at: www.ecy.wa.gov/programs/wq/stormwater/construction/.

f. 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 **Columbia 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. All applicable fees must be paid in full.

b. All Irrigation Assessments must be paid in full.

c. Follow the District's Standard Specifications for installing pipe and services.

d. Submit a copy of the short plat and the irrigation plan for approval. The Irrigation Plan must be approved by CID prior to any excavation or start of the project. The Irrigation Plan shall include:

i. Location and size of the irrigation easements

ii. Location of new services

iii. Show pipe and valve size

e. Installation of pipe and services per the approved irrigation plan shall be done by a licensed and bonded contractor.

f. Prior to covering the installed pipe and services, call the District for an inspection and final approval.

g. If applicable the developer will be responsible for payment of any CID engineering cost associated with the project.

h. Please contact Lila Freshment at (509) 586-6118 for more information.

8. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

a. A DNS (PCM 1.10) was issued for the project on November 14, 2022.

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 Harms Engineering, Inc dated September 2022 (PCM 1.6).

c. Please include a signature block for Columbia Irrigation District.

d. Please label the road withs for road X.

e. Please label the names of adjacent subdivisions and the location and names of all adjacent streets, as well as names of adjacent property owners to the subdivision.

f. Please dedicate the additional 15' of right-of-way to Benton County and remove the dashed line shown along E 23rd Ave and replace the boundary of the parcel with a bold solid line.

g. Please include the names, addresses and telephone numbers of the engineer or surveyor and the developer or contact person for all information and correspondence relating to the preliminary plat.

h. Please show a tabular summary showing the following information:
   i. Land Use Summary
   ii. Gross acreage
   iii. Net lot acreage
   iv. Total number of lots
   v. Average lot size
   vi. Minimum lot size
   vii. Average density
   viii. Present zoning
   ix. Type of water service
   x. Type of sewerage
   xi. Area of public roads

i. Please update the owner acknowledgment block to the following:

   i. Know all persons by these present that _____ are all parties having ownership interest in the land hereon described; have with their free consent and in accordance with their desires caused the same to be surveyed and subdivided as shown hereon; do hereby dedicate those roads and/or rights-of-way shown as public dedications hereon to the use of the public; do hereby waive on behalf of themselves and their successors in interest all claims for damages against Benton County and any other governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said dedicated roads and/or rights-of-way; and do hereby grant and reserve the easements as shown hereon for the uses indicated.

j. Please remove note 6 from the face of the plat.

k. Please remove the period after "disposed of" on line four of note 7.

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 City of Kennewick 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.

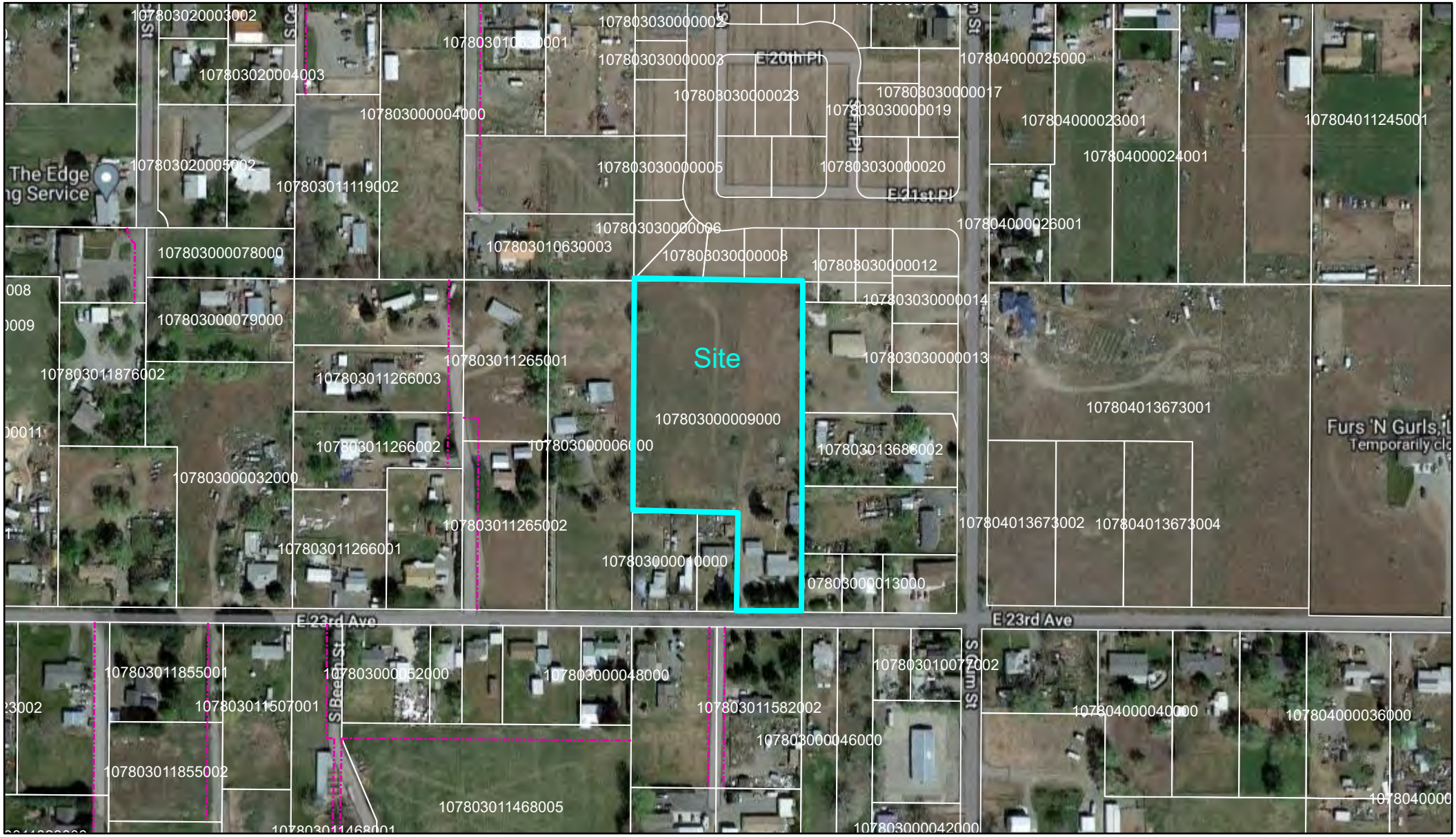
18. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat 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 2022-003/EA 2022-041, subject to the seven (7) findings of fact and eighteen (18) conditions of approval as stated in the staff memo (PCM 1.1) dated November 15, 2022, which includes the preliminary plat approval for 12 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 2022-003 Vicinity Map

PCM 1.2



10/17/2022, 10:03:25 AM

Access Easement

Parcels and Assess

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

Google Inc

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 HEARING

NOTICE OF HEARINGS BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at their regular meeting on December 13, 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 application before the Planning Commission at this meeting. At this hearing, the Planning Commission may recommend approval, or disapproval of the proposal to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application. Information concerning the application 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.

SUB 2022-003 - The preliminary plat of Desert Pines a subdivision of 4.08 acres into 12 lots with an average lot size of 11,321 square feet. The site is located 400 feet west of the intersection of S Gum Street and E 23rd Avenue on the west one half of the southeast quarter of the northeast quarter of the southwest quarter except the west 208.71 feet of the south 208.71 feet thereof, in Section 07, Township 08 North, Range 30 East, W.M. in Kennewick, WA on parcel number 107803000009000. Applicants: Marina Infante & Lucio Mendoza.

NOTICE IS FURTHER GIVEN that the proposed subdivision application has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on November 14, 2022. Accordingly, an Environmental Impact Statement was not required on this proposal.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us by 3 p.m. on Friday, December 9, 2022. 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.

Dated this 15th day of November 2022.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: November 30, 2022

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. **SUB 2022-003**

Received 10-10-22

Benton County Planning Division

Subdivision Name: Desert Pines

1. Applicant Name: Marina Infante & Lucio Mendoza

   Applicant Address: 203212 E SR 397 KENNEWICK, WA 99337

   Telephone number: Home 509-551-5145 Work

2. If you wish to be contacted via email, please list your email address: bentonbuildersllc@hotmail.com

3. Legal Owners Name: Marina Infante & Lucio Mendoza

   Legal Owners Address: 203212 E SR 397 KENNEWICK, WA 99337

   Telephone number: Home 509-551-5145 Work

4. Name and address of land surveyor John Becker

   Telephone (509)380-5883

5. Name and address of engineer Christine Batayola, Harms Engineering, 1632 W Sylvester St., Pasco, WA 99301

   Telephone 509-547-2679

6. Parcel number and Legal description of property included in the preliminary plat: 107803000009000; See attached plat map for legal description

7. **Land Use Information:**

   a. Total area involved 4.08 Acres

   b. Total number of lots 12 lot

   c. Smallest lot area 7,501 sf

   d. Average lot area

e. Acreage in parks 0 sf

f. Length of public streets 518 ft

g. Total acreage of public streets 0.89 acres

8. Proposed annexation plans None.

9. Plat will be served by:
Water: Individual Wells _____ City Water X
Name of City Provider City of Kennewick
Private Water System _____ Name & Address of Private System _____
_____
Sewer: Septic Tank _____ City Sewer COK Private System _____
Power: P.U.D. x R.E.A. _____
Telephone: Frontier Telephone x (Ziply) Sprint Telephone _____
Natural Gas: Yes _____ No x Name of Utility _____
Cable T.V. Yes x No _____ Name of Utility _____
Irrigation: Yes _____ No x Name of Utility Columbia Irrigation District
Private Irrigation Lines: Yes _____ No _____

10. School District Kennewick

11. 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 Urban Growth Area

15. Zoning Designation UGAR

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.

Marina Applicant's Signature	Marina Infante Print Name	10/5/22 Date
Marina Signature of Legal Owners	Marina Infante Print Name	10/5/22 Date
Lucio G Mendoza Signature of Person with additional ownership interest	Lucio G Mendoza Print Name	10/5/22 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:_____

By:_____, _____
(print name) (Title)

Signature:_____, _____
(Signature) (Title)

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.

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_____

Received 10-10-22
Benton County
Planning Division

Christy Batayola

From: Rebecca Warrington <rebeccaw@bfhd.wa.gov>
Sent: Monday, October 3, 2022 8:41 AM
To: Christy Batayola
Cc: Jason Froelich
Subject: RE: E 23rd Prelim Plat

Good afternoon Christy,

I looked into the well that is directly to the west of the proposed plat and I couldn't find anything about it being a public water supply, I came to the same conclusion as Jason if the house at 527 E 23rd Ave is connected to it then it must be for irrigation which would request that the home be disconnected from that well and that the lots are connected to city water/irrigation and not that well for irrigation purposes.

In regards to the proposed plat:

This office has reviewed the above referenced proposal and has no objections provided:

Municipal services, such as sewer and water, are provided to the proposed lots.

Rebecca Warrington
Environmental Health Specialist
Land Use, Sewage and Water Section

Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, WA 99336
p: 509.460.4335
www.bfhd.wa.gov rebeccaw@bfhd.wa.gov

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

PHAB

Follow us on

From: Christy Batayola <christine@harmsengineering.com>
Sent: Thursday, September 29, 2022 3:30 PM
To: Rebecca Warrington <rebeccaw@bfhd.wa.gov>
Subject: E 23rd Prelim Plat

Here is the preliminary plat map we're planning to submit to the County.

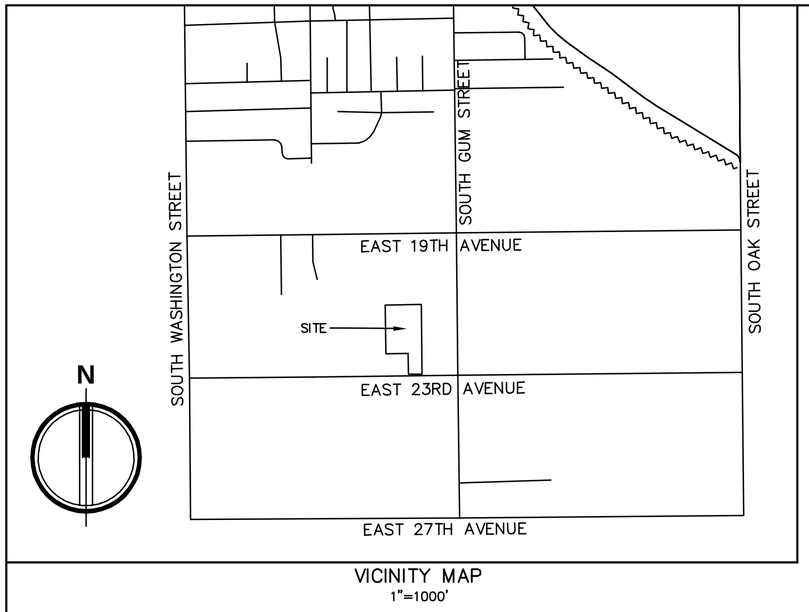
Christy Batayola, PE
President

HARMS ENGINEERING, INC. | WE KEEP IT CIVIL

1632 W Sylvester Street, Pasco WA 99301 | (o) 509.547.2679 (m) 509.308.0805 | HarmsEngineering.com

Confidentiality Statement:
The information contained in this e-mail, together with any attachments, are intended only for the personal and confidential use of the addressee(s) named above. If you are not the intended recipient of this message, or authorized to receive it for the intended recipient, you have received this message in error. You are not to review, use, disseminate, distribute or copy this message or any attachments. If you have received this message in error, please immediately notify us by return e-mail message and delete the original. Thank you.

This email was sent from outside the BFHD Network
IMPORTANT: Email coming & going from our agency is not protected, thus client information can not be shared in this format. Please use voicemail or fax for client communication. The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.



VICINITY MAP
1"=1000'

LEGAL DESCRIPTION

PER TICOR TITLE COMPANY
ORDER NUMBER: 472220233
DATED APRIL 8, 2022

THE SOUTH 208.71 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M., EXCEPT THE WEST 208.71 FEET THEREOF AND EXCEPT ROAD.

TOGETHER WITH THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON. EXCEPT THE SOUTH 208.71 FEET THEREOF, RECORDS OF BENTON COUNTY, WASHINGTON.

PLAT NOTES AND RESTRICTIONS

1. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE 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.

2. 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 AND SEWER CONNECTION TO THE CITY OF KENNEWICK UTILITY SERVICES.

3. ADDRESS NUMBERS [NOTED IN BRACKETS] HAVE BEEN ASSIGNED BY THE CITY OF KENNEWICK AND ARE SUBJECT TO CHANGE.

4. ADDITIONAL SETBACKS FOR STRUCTURES ON LOTS THAT DO NOT HAVE APPROVED FIRE FLOW FACILITIES MAY BE REQUIRED PURSUANT TO BCC 3.18.

5. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATIONS OR RESPONSIBILITY FOR THE CONSTRUCTION, UPKEEP, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES OR DRAINAGE EASEMENTS LOCATED OUTSIDE OF THE COUNTY ROAD RIGHT-OF-WAY.

6. ALL DWELLING UNITS AND SWIMMING POOLS SHALL HAVE A SETBACK OF ONE HUNDRED FIFTY (150) FEET FROM ANY PARCEL LOCATED PARTIALLY OR WHOLLY WITHIN THE GROWTH MANAGEMENT ACT AGRICULTURAL DISTRICT (GMAAD) AND FROM ANY ADJACENT ORCHARD, HOP YARD, OR VINEYARD (OR COMBINATION THEREOF) OF TEN (10) ACRES OR MORE ON ONE PARCEL OR CONTIGUOUS PARCELS UNDER COMMON OWNERSHIP.

7. CONSTRUCTION ACTIVITIES ONSITE SHALL COMPLY WITH BENTON COUNTY PUBLIC NUISANCE AND NOISE ORDINANCE, BCC TITLE 6A.15, AS EXISTING AND HEREAFTER AMENDED. 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.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

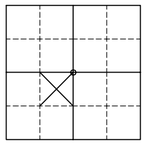
WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.

SHEET 1 OF 2

Received 10-10-22
Benton County
Planning Division

SECTION INDEX
S 7, T 8 N, R 30 E, WM
BENTON COUNTY, WA



ACKNOWLEDGEMENT

WE THE UNDERSIGNED ATTEST THAT WE ARE THE CONTRACT PURCHASERS OR OWNERS IN FEE SIMPLE AND HAVE REAL INTEREST IN THE LAND REPRESENTED ON THIS FINAL PLAT. THIS FINAL PLAT IS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION AND DRAINAGE; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

LUCIO MENDOZA

STATE OF WASHINGTON } S.S.
COUNTY OF _____

ON THIS DAY PERSONALLY APPEARED BEFORE ME

_____ TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND

AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

SIGN NAME PRINT NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____.

MARINA INFANTE

STATE OF WASHINGTON } S.S.
COUNTY OF _____

ON THIS DAY PERSONALLY APPEARED BEFORE ME

_____ TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND

AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

SIGN NAME PRINT NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____.

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN JULY 2022 IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE

JOHN W. BECKER P.L.S. NO. 38480 DATE

JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

ORIGINAL TRACT ASSESSORS PARCEL NO.

PARENT PARCEL 107803000009000

BENTON COUNTY APPROVALS

THIS FINAL PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY ENGINEER DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION DATE

BENTON-FRANKLIN HEALTH DISTRICT DATE

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 DATE

CHARTER COMMUNICATIONS DATE

CITY OF KENNEWICK DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND AND INCLUDING THE YEAR

20__. PARCEL NO. 1078030000090000

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

DWN. BY	DATE
EAF	10/11/22
CHKD. BY	**JOB NO.**
JWB	2220287

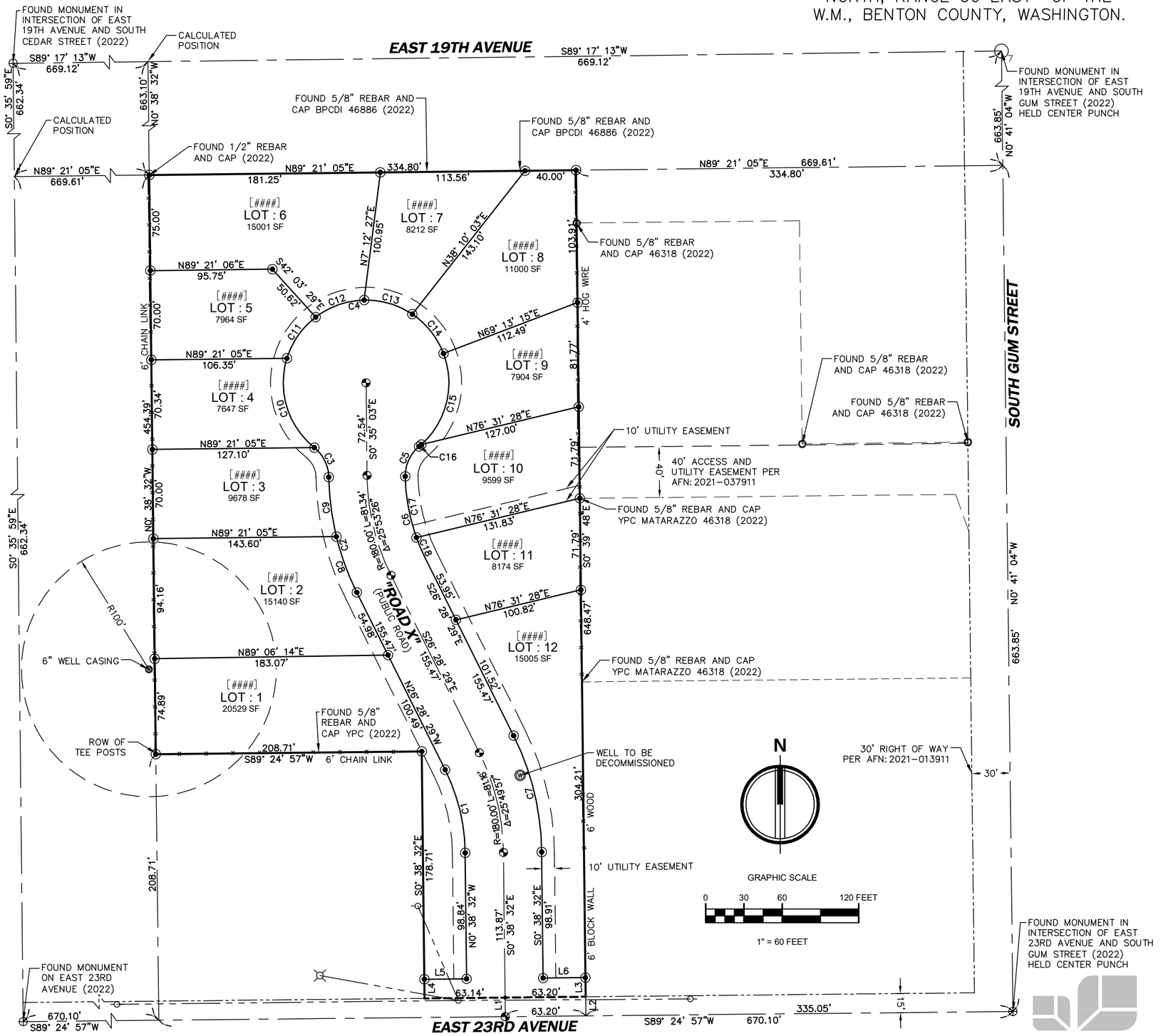
AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

Received 10-10-22
Benton County
Planning Division

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	67.63	150.00	25°49'57"	N13° 33' 30"W	67.06
C3	26.62	30.00	50°50'00"	N26° 00' 02"W	25.75
C4	319.54	65.00	281°40'00"	N89° 24' 57"E	82.11
C5	26.62	30.00	50°50'00"	S24° 49' 57"W	25.75
C6	66.67	150.09	25°27'04"	S13° 44' 43"E	66.12
C7	94.68	210.00	25°49'57"	S13° 33' 30"E	93.88
C8	46.64	210.06	12°43'13"	N20° 06' 46"W	46.54
C9	47.15	210.06	12°51'34"	N7° 19' 22"W	47.05
C10	77.92	65.00	68°41'07"	N17° 04' 29"W	73.34
C11	40.00	65.00	35°15'32"	N34° 53' 50"E	39.37
C12	41.04	65.00	36°10'34"	N70° 36' 54"E	40.36
C13	40.00	65.00	35°15'32"	S73° 40' 03"E	39.37
C14	40.00	65.00	35°15'32"	S38° 24' 31"E	39.37
C15	78.17	65.00	68°54'03"	S13° 40' 17"W	73.54
C16	2.41	65.00	2°07'39"	S49° 11' 08"W	2.41
C17	48.97	150.09	18°41'44"	S10° 22' 04"E	48.76
C18	17.70	150.09	6°45'20"	S23° 05' 36"E	17.69



LEGEND

◔	SET MONUMENT
⊕	FOUND MONUMENT
⊛	CENTER SECTION
◉	SET REBAR AND CAP LS 38480
⚬	FOUND PROPERTY CORNER
○	CALCULATED POINT NOTHING FOUND OR SET
(C)	CALC
(M)	MEASURED
(R)	SP 2513, RECORDS OF BENTON COUNTY, WASHINGTON. AUDITOR'S FILE NO.2000-017901
⚬	SANITARY SEWER CLEANOUT
◯	SANITARY SEWER MANHOLE
←	GUY ANCHOR
-o-	UTILITY POWER POLE
⊠	JUNCTION BOX
	FIRE HYDRANT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER VALVE
— — — D —	STORM LINE
— — — S —	SEWER LINE
— — — W —	WATER LINE
----------	OVERHEAD UTILITIES
—x—x—x—x—	FENCE
----------	BUILDING SETBACK

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.00	S0° 38' 32"E
L2	15.00	S0° 39' 48"E
L3	15.00	S0° 39' 48"E
L4	15.00	S0° 38' 32"E
L5	33.14	N89° 24' 57"E
L6	33.19	N89° 24' 57"E

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.
RTK GPS FOR CONTROL

BASIS OF BEARING

NAD 1983
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.

DWN. BY	DATE
EAF	10/11/22
CHKD. BY	**JOB NO.**
JWB	2220287

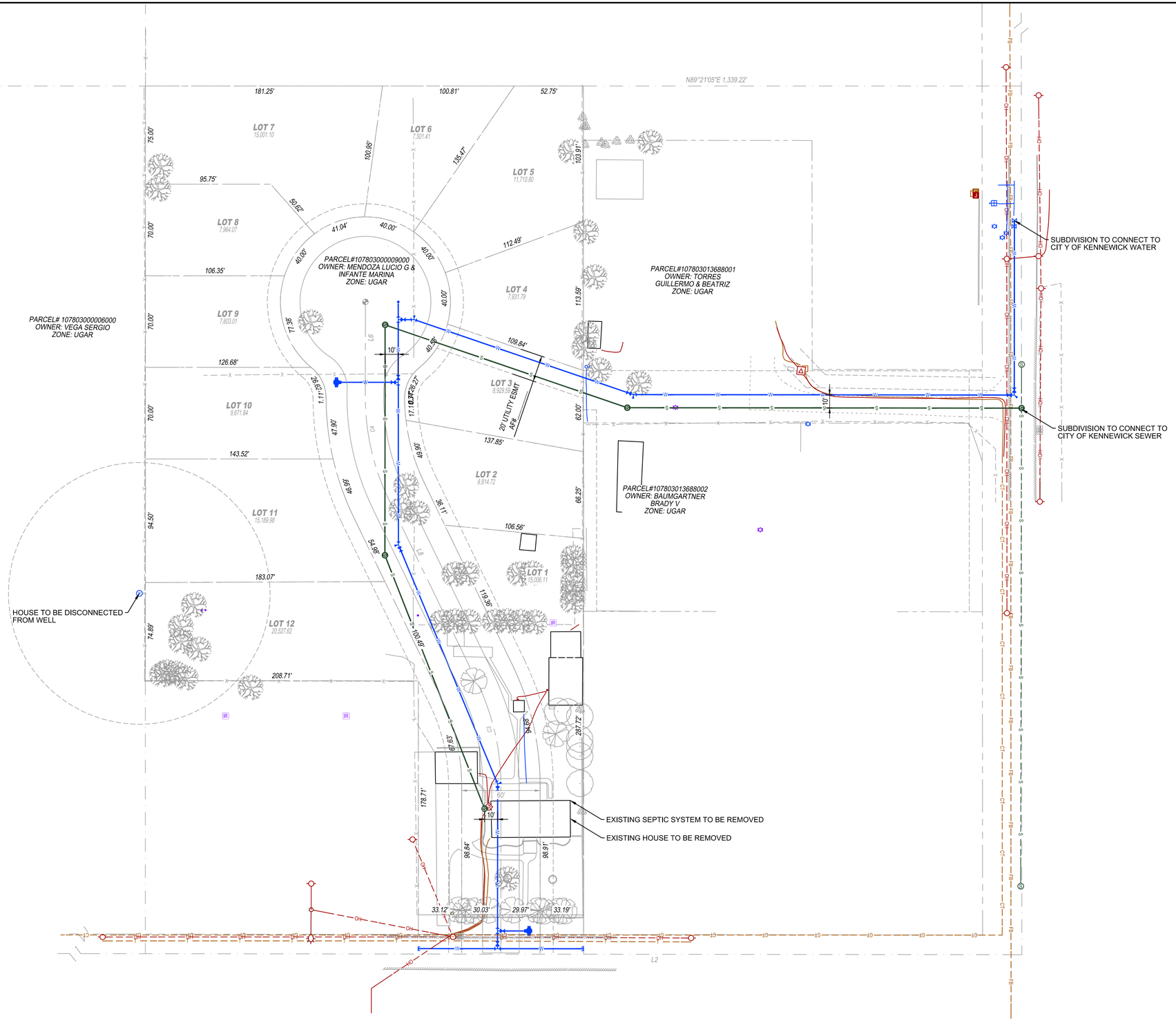
JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

Received 10-10-22
Benton County
Planning Division

NORTH

40 20 0 40
PLAN SCALE



UTILITY EXHIBIT
SCALE: 1"=40'

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Designed By: J.FROELICH
Drawn By: D.POOK
File Name: 22-053.1 Infante Zuniga, Marina Subdivision Planning 06
Plotted: September 15, 2022, 11:11:44 AM
File Path: P:\2022\22-053.1 Infante Zuniga, Marina E 23rd Ave Subdv Planning\Dwgs

Rev	Description	By	Date

SECT07 T08N R30E WM

Drawing Name
E 23RD AVE SUBDIVISION
UTILITY EXHIBIT
527 E 23RD AVE, KENNEWICK, WA, 99337

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
203212 E SR 397, KENNEWICK, WA, 99337

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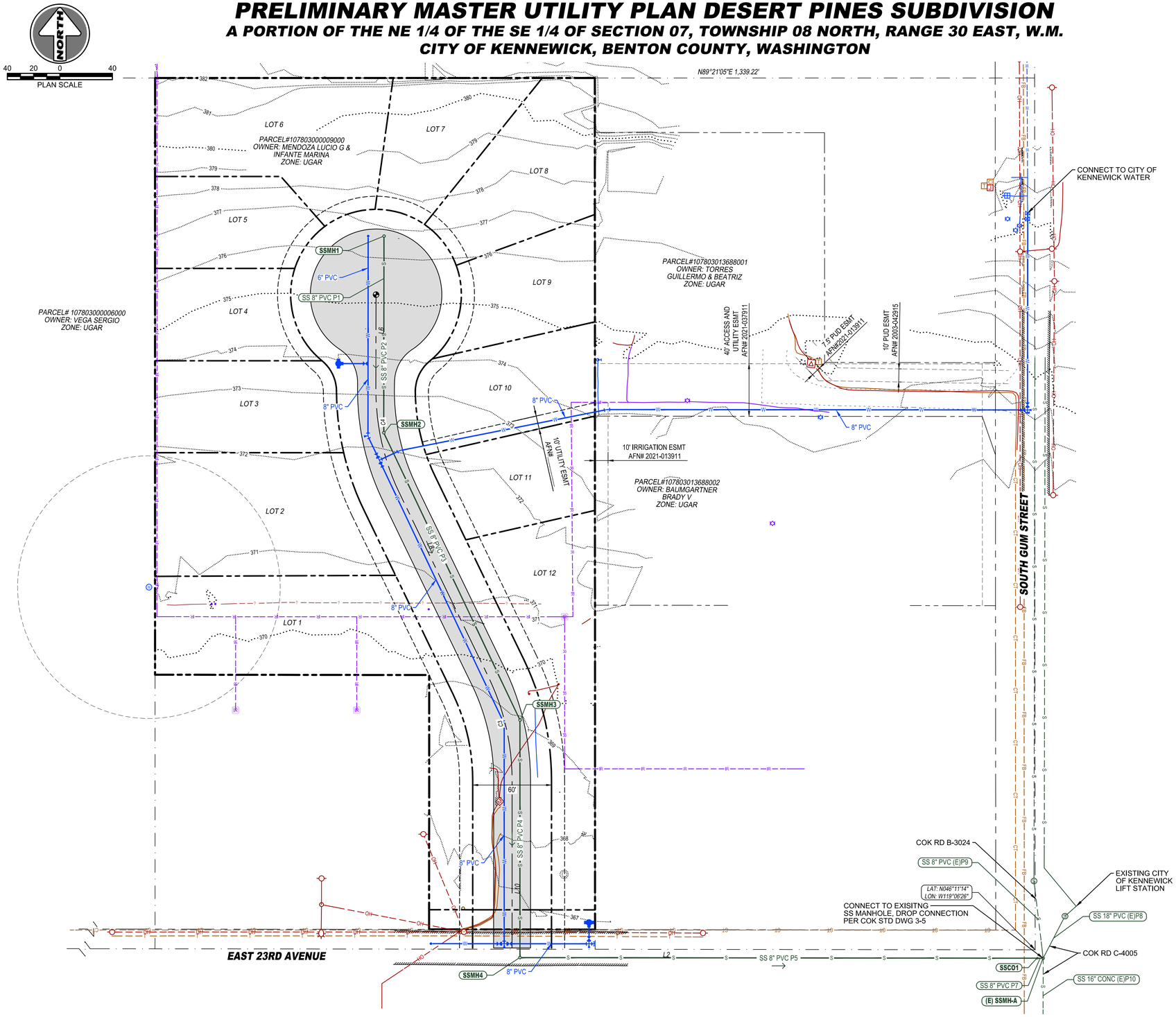
...\Stamp_...Blank Engineers Stamp.png

Date 09-15-2022
ANSI D
Project Number 22-053.1
Sheet Number EX 2

PRELIMINARY MASTER UTILITY PLAN DESERT PINES SUBDIVISION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 07, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M.

CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



PRELIMINARY UTILITY PLAN
SCALE: 1"=40'

SEWER STRUCTURES

STRUCTURE ID / SIZE	ALIGNMENT & STATION	RIM EL	PIPES IN / OUT, ID	DEPTH
(E) SSMH-A [48" DIA]	ROAD A ALIGNMENT 20+27.63, 404.3' R	365.86	IE IN (W): 358.94 [8"], P6 IE IN (N): 353.03 [8"], (E)P9 IE IN (W): 351.54 [8"], P7 IE IN (S): 352.38 [16"], (E)P10 IE OUT (NE): 351.48 [18"], (E)P8	14.4'
SSCO1 [8" DIA]	ROAD A ALIGNMENT 20+27.63, 399.8' R	367.15	IE IN (W): 358.96 [8"], P5 IE OUT (E): 358.96 [8"], P6 IE OUT (E): 351.56 [8"], P7	15.6'
SSMH1 [48" DIA]	ROAD A ALIGNMENT 25+98.46, 6.0' R	376.74	IE OUT (S): 368.25 [8"], P1	8.5'
SSMH2 [48" DIA]	ROAD A ALIGNMENT 24+47.96, 3.0' R	372.25	IE IN (N): 365.16 [8"], P2 IE OUT (SE): 365.06 [8"], P3	7.2'
SSMH3 [48" DIA]	ROAD A ALIGNMENT 22+06.57, 11.5' R	368.92	IE IN (NW): 362.64 [8"], P3 IE OUT (S): 362.54 [8"], P4	6.4'
SSMH4 [48" DIA]	ROAD A ALIGNMENT 20+28.03, 6.0' R	366.68	IE IN (N): 360.73 [8"], P4 IE OUT (E): 360.53 [8"], P5	6.2'

SEWER PIPES

PIPE ID	SIZE	CONNECTED STRUCTURES	INVERTS	LENGTH	SLOPE
(E)P8	18"	(E) SSMH-A	351.34 351.48	34.1'	0.40%
(E)P9	8"	(E) SSMH-A	353.00 353.03	57.2'	-0.05%
(E)P10	16"	(E) SSMH-A	352.38 352.30	40.4'	-0.18%
P1	8"	SSMH1	367.43 368.25	39.3'	2.00%
P2	8"	SSMH2	367.33 365.16	106.5'	2.00%
P3	8"	SSMH2 SSMH3	365.06 362.64	238.2'	1.00%
P4	8"	SSMH3 SSMH4	362.54 360.73	176.9'	1.00%
P5	8"	SSMH4 SSCO1	360.53 358.96	391.5'	0.40%
P6	8"	SSCO1 (E) SSMH-A	358.96 358.94	2.2'	0.40%
P7	8"	SSCO1 (E) SSMH-A	351.56 351.54	2.2'	0.40%

Received 10-10-22
Benton County
Planning Division

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Designed By: J FROELICH
Drawn By: D POOK
File Name: 22-053.1 Infante/Zuniga Desert Pines Subdivision Planning 08
Plotted: October 10, 2022, 3:44:48 PM
File Path: P:\2022\22-053.1 Infante Zuniga, Marina E 23rd Ave Subdv Planning\Dwgs

Rev	Description	By	Date

SEC 07 T08N R30E WM

DESERT PINES SUBDIVISION
MASTER UTILITY PLAN
527 E 23RD AVE, KENNEWICK, WA, 99337

Drawing Name

Client/Project Information
MARINA INFANTE/ LUCIO MENDOZA
BENTONBUILDERSLLC@HOTMAIL.COM
203212 E SR 397, KENNEWICK, WA, 99337

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CHRISTINE ENGAN — STATE OF WASHINGTON — 12529 — REGISTERED PROFESSIONAL ENGINEER

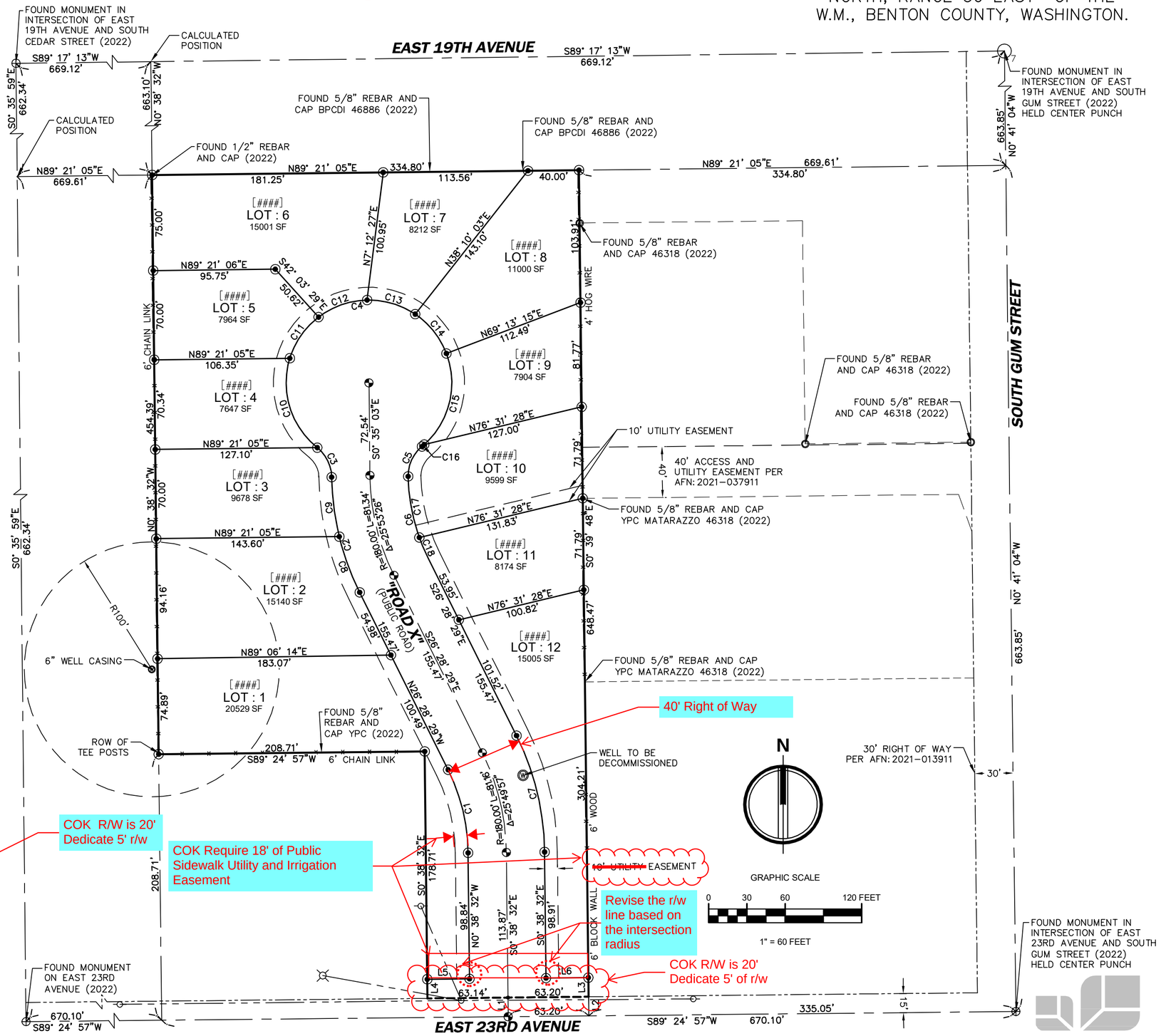
Date 10-10-2022
ANSI D
Project Number 22-053.1
Sheet Number EX 2

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

Received 10-10-22
Benton County
Planning Division

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	67.63	150.00	25°49'57"	N13° 33' 30"W	67.06
C3	26.62	30.00	50°50'00"	N26° 00' 02"W	25.75
C4	319.54	65.00	281°40'00"	N89° 24' 57"E	82.11
C5	26.62	30.00	50°50'00"	S24° 49' 57"W	25.75
C6	66.67	150.09	25°27'04"	S13° 44' 43"E	66.12
C7	94.68	210.00	25°49'57"	S13° 33' 30"E	93.88
C8	46.64	210.06	12°43'13"	N20° 06' 46"W	46.54
C9	47.15	210.06	12°51'34"	N7° 19' 22"W	47.05
C10	77.92	65.00	68°41'07"	N17° 04' 29"W	73.34
C11	40.00	65.00	35°15'32"	N34° 53' 50"E	39.37
C12	41.04	65.00	36°10'34"	N70° 36' 54"E	40.36
C13	40.00	65.00	35°15'32"	S73° 40' 03"E	39.37
C14	40.00	65.00	35°15'32"	S38° 24' 31"E	39.37
C15	78.17	65.00	68°54'03"	S13° 40' 17"W	73.54
C16	2.41	65.00	2°07'39"	S49° 11' 08"W	2.41
C17	48.97	150.09	18°41'44"	S10° 22' 04"E	48.76
C18	17.70	150.09	6°45'20"	S23° 05' 36"E	17.69



LEGEND

◕	SET MONUMENT
⊕	FOUND MONUMENT
⊛	CENTER SECTION
◉	SET REBAR AND CAP LS 38480
⚬	FOUND PROPERTY CORNER
○	CALCULATED POINT NOTHING FOUND OR SET
(C)	CALC
(M)	MEASURED
(R)	SP 2513, RECORDS OF BENTON COUNTY, WASHINGTON. AUDITOR'S FILE NO.2000-017901
⚬	SANITARY SEWER CLEANOUT
◯	SANITARY SEWER MANHOLE
←	GUY ANCHOR
-o-	UTILITY POWER POLE
⊠	JUNCTION BOX
	FIRE HYDRANT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER VALVE
—— D ——	STORM LINE
—— S ——	SEWER LINE
—— W ——	WATER LINE
	OVERHEAD UTILITIES
—x—x—x—x—	FENCE
	BUILDING SETBACK

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.00	S0° 38' 32"E
L2	15.00	S0° 39' 48"E
L3	15.00	S0° 39' 48"E
L4	15.00	S0° 38' 32"E
L5	33.14	N89° 24' 57"E
L6	33.19	N89° 24' 57"E

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.
RTK GPS FOR CONTROL

BASIS OF BEARING

NAD 1983
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.

DWN. BY	DATE
EAF	10/11/22
CHKD. BY	JOB NO.
JWB	2220287

JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

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HARMS ENGINEERING, INC.

PCM 1.6

E 23RD SUBDIVISION
PRELIMINARY STORM DRAINAGE CALCULATIONS

Prepared for:

Marina Infante
203212 E SR 397, Kennewick, WA 99337
bentonbuildersllc@hotmail.com
(509) 551-5145

Project Location:

527 E 23rd Avenue, Kennewick, WA 99337

Prepared By:

Jason Froelich, PE

Digitally signed by Jason Froelich
DN: cn=Jason Froelich, c=US, email=jason@harmsengineering.com
Date: 2022.09.06 18:05:03 -07'00'

Project #22-053.1

September, 2022

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STORM DRAINAGE CALCULATIONS

Marina Infante / Lucio Mendoza
527 E 23rd Avenue
NE1/4 of the SE 1/4 of S07 R30E T08N

Project: A 4.08 acre subdivision will be developed with single-family and duplex homes along E 23rd Avenue in Benton County, WA. The homes will be accessed by a new road and cul-de-sac built to Benton County standards.

Objective: Determine volume of stormwater runoff for the storage and infiltration system.

Method: Washington State Department of Ecology Stormwater Management Manual for Eastern Washington, February 2019, Publication Number 18-10-044

Design Storms: 2-year 3-hour storm for construction stormwater
6-month 24-hour storm for volume-based treatment facility sizing.
6-month 3-hour storm for flow-based treatment facility sizing
25-year 24-hour storm for runoff storage volume and infiltration
25-year 3-hour storm for max runoff flow rate
100-year storms for Underground Injection Control (UIC) wells (drywells and infiltration trenches with perforated pipe)
100-year 72-hour regional storm for runoff storage volume and infiltration
100-year 3-hour storm for runoff storage volume and infiltration

Rainfall for Design Storms:

Precipitation depths are determined from precipitation charts for eastern Washington with adjustments for the 3-hour and 72-hour storms.

City = Kennewick
Region = 2
Annual Rainfall = 6-8 in

P__yr 3hr =	1.06 * C_{sds} * P2hr2yr		Eq. 4.2 to convert 2yr 2hr storm to 3hr storm for selected return period
C_{sds} =	1		Not used for 2yr storm.
P2yr 2hr =	0.4	in	Figure 4.6 for 2yr 2hr storm
P2yr 3hr =	0.424	in	Total Precipitation for 2yr 3hr storm
C_{sds} 6mo =	0.61		Table 4.7
P6mo 3hr =	0.26	in	Total Precipitation for 6mo 3hr storm
C_{sds} 25yr =	2.17		Table 4.7
P25yr 3hr =	0.92	in	Total Precipitation for 25yr 3hr storm
C_{sds} 100yr =	3.29		Table 4.7
P100yr 3hr =	1.39	in	Total Precipitation for 100yr 3hr storm
P2yr 24hr =	0.80	in	Figure 4.7
C_{wqs} =	0.66		Table 4.5, coefficient to compute 6mo 24hr from 2yr 24hr storm
P6mo 24hr =	0.53	in	
P25yr 24hr =	1.6	in	Figure 4.10 for 25yr 24hr storm
P100yr 24hr =	1.8	in	Figure 4.12 for 100yr 24hr storm
Regional Storm Factor (RSF) =	1.00		Table 4.6
P100yr 72hr =	P100yr 24hr * RSF		Conversion from 24hr to 72hr regional storm
P100yr 72hr =	1.8	in	

STORM DRAINAGE CALCULATIONS

Marina Infante / Lucio Mendoza
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NE1/4 of the SE 1/4 of S07 R30E T08N

Summary of Soils Information

Soils information is from the Custom Soil Resource Report, provided by the United States Department of Agriculture Natural Resources Conservation Service.

NRCS Soil Survey

Soil Types =	Quincy loamy sand		
Hydrologic Soil Group =	A		
Saturated Hydraulic Conductivity, Ksat =	6 to 20	in/hr - per NRCS soils report	
	Trench/Drywell	Swale	
Ksat vertical =	0.67	0.5	in/hr
Ksat horizontal =	2.00		in/hr
Cation Exchange Capacity =	3.50	meq/100g	
Organic Content =	0.50	%	
Treatment capacity rating =	High	Table 5.21: Vadose Zone Treatment Capacity	

Well Logs

Material =	Sand	local well logs
Depth to Restrictive Layer =	48	restrictive layer material
Depth to Groundwater =	20	ft

UIC Separation

Minimum thickness =	5	ft
UIC Separation Requirement Met ?	Yes	

Runoff Depth for Design Storms:

SCS curve numbers (CN's) from Table 4.14 are used to determine runoff depths for design storms. These values are based on antecedent moisture condition (AMC) II, with rainfall limits given in Table 4.15 as between 0.5 and 1.1 inches of rain (Dormant Season) in the 5 days prior to the design storm. For 100-year 72-hour storms, the Modified SCS Type 1A design storm requires an adjustment to CN's for AMC's I and III. While Region 2 normally has dry conditions (AMC I) due to low precipitation events, the more conservative CN values for average conditions (AMC II) are used instead. For regions with AMC III, an adjustment is needed to increase CN's for the regional storm.

Antecedent Precipitation =	19%	Table 4.4	
Antecedent Precipitation =	0.342	in	Compare value to the Total 5-Day Antecedent Rainfall for the Dormant Season, Table 4.15, to determine the AMC.
AMC =	I		If AMC I or II, use the CN values directly from Table 4.14 which are based on AMC II. If AMC III, then adjust the CN's for the 72hr regional storm per Table 4.16.

Total Runoff Depth (D) = $(P - 0.2 * S)^2 / (P + 0.8 * S)$ Eq. 4.20 to estimate runoff using the SCS curve number method.
D = 0 if P<0.2*S
S = (1000 / CN) - 10

	Paved	Gravel	Landscaped	
CN =	98	85	39	Runoff Curve Number based on soil type and surface cover under average
S =	0.204	1.765	15.641	antecedent moisture conditions, Table 4.14.
D2yr 3hr =	0.250	0.003	0.000	Depth of runoff during 2yr 3hr storm
D6mo 3hr =	0.112	0.000	0.000	Depth of runoff during 6mo 3hr storm
D25yr 3hr =	0.714	0.138	0.000	Depth of runoff during 25yr 3hr storm
D100yr 3hr =	1.177	0.387	0.000	Depth of runoff during 100yr 3hr storm
D2yr 24hr =	0.598	0.090	0.000	Depth of runoff during 2yr 24hr storm
D6mo 24hr =	0.343	0.016	0.000	Depth of runoff during 6mo 24hr storm
D25yr 24hr =	1.379	0.516	0.000	Depth of runoff during 25yr 24hr storm
D100yr 72hr =	1.576	0.652	0.000	Depth of runoff during 100yr 24hr storm

STORM DRAINAGE CALCULATIONS

Marina Infante / Lucio Mendoza
527 E 23rd Avenue
NE1/4 of the SE 1/4 of S07 R30E T08N

Drainage Areas:

Area 1 refers to the surface area of the pavement from the new County road plus an assumed 50 foot offset which is modeled as 50% pervious and 50% impervious, and the remaining area of the project is counted as pervious. Area 1 subsumes Areas 2 and 3 for simplicity and redundancy. Area 2 models the area that will be directed to swales between the driveways for Lots 4-9. Area 2 is meant to demonstrate that there is sufficient storage between two driveways leading to these lots to store and infiltrate runoff from the portion of the cul-de-sac which will drain to these areas. Area 3 models an assumed 6,000 sf of roof and driveway area, as well as a pervious yard, all of which will be retained and infiltrated by a swale on each lot. Area 3 demonstrates that there is sufficient space on each lot to collect and infiltrate the runoff produced by each lot individually.

		Area 1	Area 2	Area 3
Pervious/Landscaped (sf)		123,836	3,760	9,000
Gravel (sf)		0	0	0
Impervious/Paved (sf)		53,508	2,034	6,000
Total Area (sf)		177,344	5,814	15,000
Total Area (acres)		4.07	0.13	0.34
Percent Impervious		30%	35%	40%
Pervious	CN[1] =	39	39	39
	S =	15.641	15.641	15.641
Impervious	CN =	98	98	98
	S =	0.204	0.204	0.204

[1] - Pervious CN value is e weighted average between landscaping and gravel based on respective areas of each.

Runoff Volume & Peak Flow:

The peak flow rate is determined using the Santa Barbara Urban Hydrograph Method. The analyses for the 24-hour storms use the Type 1A design storm hyetograph (Table 4.31); the 3-hour analyses use the short duretion storm hyetograph (Table 4.33). The 100-year 72-hour regional storm is modeled using the 24-hour Type 1A storm hyetograph with modifications for the regional storm factor and CN as applicable.

Volume of Runoff = (D imp * Imp Area)+(D grvl *Grvl Area) +(D lndscp * Lndscp Area)

	Area 1 Peak Flow (cfs)	Area 1 Volume (cf)	Area 2 Peak Flow (cfs)	Area 2 Volume (cf)	Area 3 Peak Flow (cfs)	Area 3 Volume (cf)
6mo 3hr =	0.34	501	0.01	19	0.04	56
6mo 24hr =	0.11	1,531	0.00	58	0.01	172
2yr 3hr =	0.77	1,115	0.03	42	0.09	125
2yr 24hr =	0.19	2,668	0.01	101	0.02	299
25yr 3hr =	2.13	3,182	0.08	121	0.24	357
25yr 24hr =	0.44	6,148	0.02	234	0.05	689
100yr 3hr =	3.44	5,247	0.13	199	0.39	588
100yr 72hr =	0.50	7,029	0.02	267	0.06	788

STORM DRAINAGE CALCULATIONS

Marina Infante / Lucio Mendoza
527 E 23rd Avenue
NE1/4 of the SE 1/4 of S07 R30E T08N

Storage & Infiltration System

Runoff is directed to swales to be infiltrated. Storage volume required is calculated using the Santa Barbara Urban Hydrograph Method for the Type 1A design storm. No above ground infiltration is included for purposes of sizing the facilities.

Trench/Swale	Area 1	Area 1	Area 1	Area 2	Area 2	Area 2	Area 3
Type =	swale	trench	combined	swale	trench	combined	swale
Bottom Length (ft) =	1300	0		5	0		50
Bottom Width (ft) =	0	0		0	0		0
Bottom Area, A_{bot} (sf) =	130	0		1	0		5
Side Slope (H:V)=	2	0		4	0		20
Side Slope (H:V)=	4	0		4	0		20
Depth (ft) =	2.0	5.0		3.0	5.0		0.8
Top Length (ft) =	1312	0		29	0		80
Top Width (ft) =	12	0		24	0		30
Top Area, A_{top} (sf) =	15,875	0		699	0		2,408
Middle Area, A_{mid} (sf) =	7,967	0		206	0		982
Cross-Sectional Area (sf) =	12.2	0.0		36.3	0.0		11.3
Pipe Diameter (in) =	0.0	0.0		0.0	12.0		0.0
Pipe Area (sf) =	0.0	0.0		0.0	0.8		0.0
Rock Porosity[2] =	1	0.35		1	0.35		1
Total Storage Volume[3] (cf) =	15,957	0	15,957	761	0	761	792
Below Ground Infil. Rate (cfs) =	0.0000	0.0000	0.0926	0.0000	0.0000	0.0040	0.0140
Above Ground Rate[4] (cfs) =	0.0926	0.0000	0.0926	0.0040	0.0000	0.0040	0.0140

[2] - Rock Porosity = 0.35 for trenches (rock-filled) and 1.0 for swales (not rock-filled)

[3] - Volume formula for swales and trenches: $V = h / 6 * (A_{bot} + 4 * A_{mid} + A_{top})$, where A_{mid} is the surface area of the trench/swale at mid-depth. Areas for irregular shapes measured using CAD software.

[4] - Above ground infiltration rate includes infiltration along the bottom and halfway up the sides of a swale.

Design Summary	Area 1	Area 2	Area 3
Length of swale/trench (ft) =	1300/0	5/0	50
# of Drywells (ea) =	0	0	0
Total Storage Volume (cf) =	15,957	761	792
Infil. Rate - below ground (cfs) =	0.0926	0.0040	0.0140
Infil. Rate - above ground (cfs) =	0.0926	0.0040	0.0140
Infil. Rate - time to infiltrate (cfs) =	0.0926	0.0040	0.0140
25yr3hr			
Required Storage (cf) =	2,464	92	262
Available/Required =	6.5	8.3	3.0
Sufficient Storage ?	Yes	Yes	Yes
Time to Infiltrate (hr) =	9.5	8.3	7.1
25yr24hr			
Required Storage (cf) =	1,110	35	87
Available/Required =	14.4	21.7	9.1
Sufficient Storage ?	Yes	Yes	Yes
Time to Infiltrate (hr) =	18.4	16.0	13.7

The proposed storage and infiltration facilities are sufficient to store and infiltrate the runoff from the design storms.

STORM DRAINAGE CALCULATIONS

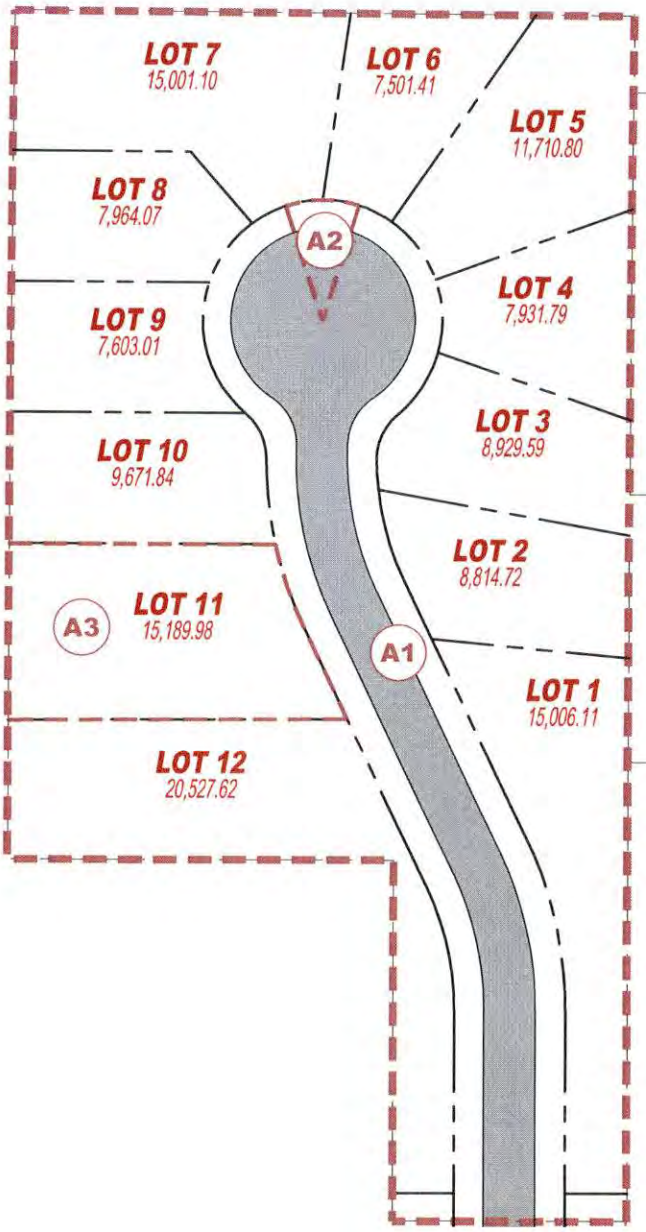
Marina Infante / Lucio Mendoza
527 E 23rd Avenue
NE1/4 of the SE 1/4 of S07 R30E T08N

Site Suitability Criteria - Infiltration Trenches

Criteria	Compliance
SSC-1: Setback Criteria	swales and trenches are not within noted setback requirements for wells, septic tanks, drainfields, springs, etc. Slopes are not a concern.
SSC-2: Ground Water Protection Areas	Site will not cause a violation of the ground water standards.
SSC-3: High Vehicle Traffic Areas	Not a high use site.
SSC-4: Soil Infiltration Rate/Draw down Time	NRCS data indicates an infiltration rate of 6 to 20 in/hr. The design assumes a long term infiltration rate of 0.5 to 2.0 in/hr. The entire system draws down in less than 72-hours.
SSC-5: Depth to Bedrock, Grounwater Table, or Impermeable Layer	Depth to restrictive layer or groundwater is more than 5 ft below the bottom of the swales or infiltration trenches.
SSC-6: Soil Physical and Chemical Suitability for Treatment	Soils meets or will be amended to meet requirements for cation exchange capacity ≥ 5meq/100g and organic content ≥ 1% and are thicker than 18".
SSC-7: Seepage Analysis and Control	Seepage will not cause adverse effects.
SSC-8: Cold Climate and Impact of Roadway Deicing Chemicals	Road deicing chemicals will not affect potable water wells.
SSC-9: Previously Contaminated Soils or Unsuitable Soils	The site isn't contaminated or located upgradient of contaminated sites.

Core Element Assessment

Core Elements	Applicability	Compliance
#1: Stormwater Site Plan	New development: applies to entire project	Stormwater Site plan provided with construction documents.
#2: Construction Pollution Prevention	Applies to entire project	Appropriate BMP's will be usad.
#3: Source Control	Applies to entire project	Sources of contamination will be controlled in accordance with State and local codes.
#4: Preservation of Natural Drainage	New development: applies to entire project	Site will be graded to keep stormwater on-site, no changes to natural drainage of surrounding areas.
#5: Runoff Treatment	Applies to Work Area (> 5000 sf).	Treatment will be provided by swales.
#6: Flow Control	N/A, runoff contained on site	
#7: Operation and Maintenance	Applies to Cores #5 and #6	Catch basins, drywells, and infiltration trenches will be regularly inspected and cleaned.
#8: Local Requirements	Applies to entire project	Site will be designed to meet local requirements.



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PLAN SCALE

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Designed By: J FROELICH Drawn By: D POOK / J FROELICH
File Name: 22-053.1 Infante Zuniga, Marina Subdivision Planning 06 Plotted: Sep 6, 2022 , 4:10:42 PM
File Path: P:\2022\22-053.1 Infante Zuniga, Marina E 23rd Ave Subdiv Planning\Dwgs

Drawing Name
E 23RD AVE SUBDIVISION
STORM DRAIN AREAS
527 E 23RD Avenue, Kennewick, WA 99338

Client/Project Information
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Date A
09-06-2022
Project Number
22-053.1
Sheet Number
EX 1

Benton County Area, Washington

QuA—Quincy loamy sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2bd3
Elevation: 200 to 4,500 feet
Mean annual precipitation: 6 to 12 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 100 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Quincy and similar soils: 90 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Quincy

Setting

Landform: Terraces
Parent material: Eolian sands

Typical profile

H1 - 0 to 9 inches: loamy sand
H2 - 9 to 60 inches: loamy fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 3 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.1 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R007XY502WA - SANDS 6-10 PZ
Hydric soil rating: No

QuD—Quincy loamy sand, 2 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2bd4
Elevation: 200 to 4,500 feet

Mean annual precipitation: 6 to 12 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 100 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Quincy and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Quincy

Setting

Landform: Terraces
Parent material: Eolian sands

Typical profile

H1 - 0 to 9 inches: loamy sand
H2 - 9 to 60 inches: loamy fine sand

Properties and qualities

Slope: 2 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 3 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.1 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R007XY502WA - SANDS 6-10 PZ
Hydric soil rating: No

Table—Cation-Exchange Capacity (CEC-7)

Map unit symbol	Map unit name	Rating (milliequivalents per 100 grams)	Acres in AOI	Percent of AOI
QuA	Quincy loamy sand, 0 to 2 percent slopes	3.5	2.3	42.2%
QuD	Quincy loamy sand, 2 to 15 percent slopes	3.5	3.1	57.8%
Totals for Area of Interest			5.4	100.0%

Rating Options—Cation-Exchange Capacity (CEC-7)

Units of Measure: milliequivalents per 100 grams

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): Depth Range (Weighted Average)

Top Depth: 18

Bottom Depth: 96

Units of Measure: Inches

Schulze, D.G., J.L. Nagel, G.E. Van Scoyoc, T.L. Henderson, M.F. Baumgardner, and D.E. Stott. 1993. Significance of organic matter in determining soil colors. In: J.M. Bigham and E.J. Ciolkosz, editors, Soil color. Soil Science Society of America, Madison, WI. p. 71–90.

Soil Survey Staff. 2014. Kellogg Soil Survey Laboratory methods manual. Soil Survey Investigations Report No. 42, Version 5.0. R. Burt and Soil Survey Staff (ed.). U.S. Department of Agriculture, Natural Resources Conservation Service.

Report—Soil Health - Organic Matter

Soil Health - Organic Matter–Benton County Area, Washington						
Map symbol and soil name	Pct. of map unit	Horizon Name	Depth (Inches)	Organic matter low (Pct)	Organic matter RV (Pct)	Organic matter high (Pct)
QuA—Quincy loamy sand, 0 to 2 percent slopes						
Quincy	90	H1	0-9	0.5	0.8	1.0
		H2	9-60	0.0	0.3	0.5
QuD—Quincy loamy sand, 2 to 15 percent slopes						
Quincy	100	H1	0-9	0.5	0.8	1.0
		H2	9-60	0.0	0.3	0.5

File Original and First Copy with Department of Ecology
Second Copy — Owner's Copy
Third Copy — Driller's Copy

WATER WELL REPORT
STATE OF WASHINGTON

Application No. .....
Permit No. .....

(1) **OWNER:** Name C.E. (GENE) MALE Address 406 E. 19TH, KENNEWICK

(2) **LOCATION OF WELL:** County BENTON NE ¼ SW ¼ Sec. 7 T. 8 N., R. 30 W.M.

Bearing and distance from section or subdivision corner 406 E. 19TH, KENN.

(3) **PROPOSED USE:** Domestic ☒ Industrial ☐ Municipal ☐
Irrigation ☐ Test Well ☐ Other ☐

(4) **TYPE OF WORK:** Owner's number of well (if more than one) ....
New well ☒ Method: Dug ☐ Bored ☐
Deepened ☐ Cable ☐ Driven ☐
Reconditioned ☐ Rotary ☐ Jetted ☐

(5) **DIMENSIONS:** Diameter of well 6 inches.
Drilled 48½ ft. Depth of completed well 48½ ft.

(6) **CONSTRUCTION DETAILS:**

Casing installed: 6 " Diam. from 0 ft. to 44 ft.
Threaded ☐ " Diam. from ft. to ft.
Welded ☒ " Diam. from ft. to ft.

Perforations: Yes ☐ No ☒
Type of perforator used
SIZE of perforations in. by in.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.

Screens: Yes ☒ No ☐
Manufacturer's Name JOHNSON
Type TELESCOPE Model No. 304
Diam. 5 Slot size .035 from 43½ ft. to 48½ ft.
Diam. Slot size from ft. to ft.

Gravel packed: Yes ☐ No ☒ Size of gravel:
Gravel placed from ft. to ft.

Surface seal: Yes ☒ No ☐ To what depth? 20 ft.
Material used in seal BENTONITE — CEMENT
Did any strata contain unusable water? Yes ☐ No ☒
Type of water? Depth of strata
Method of sealing strata off

(7) **PUMP:** Manufacturer's Name
Type: H.P.

(8) **WATER LEVELS:** Land-surface elevation above mean sea level .... ft.
Static level 26'-4" ft. below top of well Date OCT 4/74
Artesian pressure lbs. per square inch Date
Artesian water is controlled by (Cap, valve, etc.)

(9) **WELL TESTS:** Drawdown is amount water level is lowered below static level
Was a pump test made? Yes ☒ No ☐ If yes, by whom?
Yield: 16 gal./min. with 9 IN. drawdown after 1 hrs.
" " " "
" " " "

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level
12:20	27'0½				
12:21	26-4				

Date of test OCT 4/74
Bailer test gal./min. with ft. drawdown after hrs.
Artesian flow g.p.m. Date
Temperature of water 63 Was a chemical analysis made? Yes ☐ No ☒

(10) **WELL LOG:**

Formation: *Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.*

MATERIAL	FROM	TO
SOIL	0	1
COMPACT GR	1	7
F. GR. & S	7	14
S, SOME F. GR.	24	38
MOSTLY S, SM SEDIMENT	6	44
GR & S	3	47
COMPACT GR & S	1½	48½

RECEIVED
OCT 18 1974
DEPARTMENT OF ECOLOGY
SPOKANE REGIONAL OFFICE

RECEIVED
OCT 22 1974
DEPARTMENT OF ECOLOGY
CENTRAL REGIONAL OFFICE

Work started OCT 2, 19 74 Completed OCT 4, 19 74

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME CASCADE DRILLING CO
(Person, firm, or corporation) (Type or print)

Address P.O. DRAWER E, KENN.

[Signed] (Well Driller)

License No. 0466 Date OCT 4, 19 74

(USE ADDITIONAL SHEETS IF NECESSARY)

S. F. No. 7356—OS—(Rev. 4-71).

3

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

The Department of Ecology does NOT Warrants the Data and/or the Information on this Well Report.

File Original and First Copy with Department of Ecology
Second Copy—Owner's Copy
Third Copy—Driller's Copy

WATER WELL REPORT

STATE OF WASHINGTON

5248 Start Card No. 36645

Water Right Permit No.

(1) OWNER: Name B L Fisher Address 4606 Fishhook Rd Kenn

(2) LOCATION OF WELL: County Benton NE 1/4 SW 1/4 Sec. 2 T. 8 N. R. 30 W.M.

(2a) STREET ADDDRESS OF WELL (or nearest address) 306 E 23rd Kenn

(3) PROPOSED USE: [X] Domestic [ ] Industrial [ ] Municipal [ ] Irrigation [ ] Test Well [ ] Other [ ] DeWater

(4) TYPE OF WORK: Owner's number of well (if more than one)
Abandoned [ ] New well [X] Method: Dug [ ] Bored [ ] Deepened [ ] Cable [ ] Driven [ ] Reconditioned [ ] Rotary [X] Jetted [ ]

(5) DIMENSIONS: Diameter of well 6 inches. Drilled 48 feet. Depth of completed well 45'6" ft.

(6) CONSTRUCTION DETAILS:
Casing Installed: 6" Diam. from +1 ft. to 45'6" ft.
Welded [X]
Liner installed [ ]
Threaded [ ] " Diam. from ft. to ft.

Perforations: Yes [ ] No [X]
Type of perforator used
SIZE of perforations in. by in.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.

Screens: Yes [ ] No [X]
Manufacturer's Name
Type Model No.
Diam. Slot size from ft. to ft.
Diam. Slot size from ft. to ft.

Gravel packed: Yes [ ] No [X] Size of gravel
Gravel placed from ft. to ft.

Surface seal: Yes [X] No [ ] To what depth? 25 ft.
Material used in seal Bentonite
Did any strata contain unusable water? Yes [ ] No [ ]
Type of water? Depth of strata
Method of sealing strata off

(7) PUMP: Manufacturer's Name
Type H.P

(8) WATER LEVELS: Land-surface elevation above mean sea level ft.
Static level 20 ft. below top of well Date
Artesian pressure lbs. per square inch Date
Artesian water is controlled by (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes [ ] No [ ] If yes, by whom?
Yield: gal./min. with ft. drawdown after hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test
Bailer test gal./min. with ft. drawdown after hrs.
Airlift 20 gal./min. with stem set at 40 ft. for 2 hrs.
Artesian flow g.p.m. Date
Temperature of water Was a chemical analysis made? Yes [ ] No [ ]

(10) WELL LOG or ABANDONMENT PROCEDURE DESCRIPTION

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information.

MATERIAL	FROM	TO
Sand Sandy Tan	0	4
Sand Black	4	9
Gravel + Sand Black	9	13
Sand Black	13	17
Gravel + Sand Black Water @ 20 feet	17	22
Sand Black	22	38
Sand Tan with gravel	38	45'9"
Basalt Black Weathered	45'9"	48

FEB 1993

Work started 2-11 19 Completed 2-11 19 93

WELL CONSTRUCTOR CERTIFICATION:
I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief

NAME NELSON Well Drilling, INC (PERSON, FIRM, OR CORPORATION) (TYPE OR PRINT)
Address 10036 W. Argent Pasco
(Signed) [signature] (WELL DRILLER) License No. 961
Contractor's Registration No. NELSON*014CQ Date 2-11 19 93

(USE ADDITIONAL SHEETS IF NECESSARY)

ECY 050-1-20 (10/87) 11/9

Table 4.5: Values of Coefficient C_{wqs} for Computing 6-Month, 24-Hour Precipitation

Climate Region Number	Climate Region Name	C_{wqs}
1	East Slope Cascades	0.70
2	Central Basin	0.66
3	Okanogan, Spokane, Palouse	0.69
4	Northeastern & Blue Mountains	0.70

Note: Values of C_{wqs} are based on the generalized extreme value (GEV) distribution whose distribution parameters can be expressed as a function of mean annual precipitation for eastern Washington.

Table 4.6: Factors for Converting From 24-Hour to Regional Storm Precipitation Depth

Climate Region Number	Climate Region Name	Multiplication Factor for Converting From 24-Hour to Regional Storm Precipitation Depth
1	East Slope Cascades	1.16
2	Central Basin	1.00
3	Okanogan, Spokane, Palouse	1.06
4	Northeastern & Blue Mountains	1.07

4.3.8 Precipitation Magnitude and Frequency for Short-Duration Storms

Design of flow-rate-based treatment BMPs using the single-event hydrograph method requires a determination of the 6-month, 3-hour precipitation depth for use with the 3-hour short-duration design storm hyetograph. (The updated design storm is indexed to sum to unity at 3 hours, so the 3-hour precipitation depth is needed to scale the hyetograph.) Design of other BMPs or conveyance elements based on the short-duration storm may also require the conversion of the 2-year, 2-hour precipitation to a 3-hour precipitation depth for a different recurrence interval.

The isopluvial map that is used as the starting point for determining the design precipitation depth for a 3-hour short-duration storm is a 2-year, 2-hour precipitation isopluvial map (Figure 4.6: 2-Year, 2-Hour Isopluvial Map).

The following equation is used to determine 3-hour precipitation for a selected return period:

Equation 4.2: Short-Duration Storm

$$P_{sds} = 1.06 * C_{sds} * P_{2yr2hr}$$

where:

P_{sds} = 3-hour precipitation (inches) for a selected return period for the short-duration storm

1.06 = multiplier used for all climate regions to convert
x-year, 2-hour precipitation to x-year, 3-hour precipitation

C_{sds} = coefficient (from Table 4.3.6) for converting 2-year,
2-hour precipitation to x-year, 2-hour precipitation depth

P_{2yr2hr} = 2-year, 2-hour precipitation (inches) from Figure 4.6: 2-Year, 2-Hour Isopluvial Map

Table 4.7: Values of the Coefficient Csds for Using 2-Year, 2-Hour Precipitation to Compute 2-Hour Precipitation for Selected Periods of Return lists values of the coefficient C_{sds} for selected return periods for various magnitudes of mean annual precipitation. An isopluvial map of average annual precipitation is shown in Figure 4.1: Average Annual Precipitation and Climate Regions and can be used to determine the mean annual precipitation for the site.

Table 4.7: Values of the Coefficient C_{sds} for Using 2-Year, 2-Hour Precipitation to Compute 2-Hour Precipitation for Selected Periods of Return

Climate Region Number	Mean Annual Precipitation (inches)	6-Month	1-Year	10-Year	25-Year	50-Year	100-Year
2	6-8	0.61	0.79	1.63	2.17	2.68	3.29
	8–10	0.62	0.80	1.60	2.09	2.55	3.09
	10–12	0.64	0.81	1.56	2.02	2.44	2.92
2, 3	12–16	0.66	0.82	1.51	1.90	2.26	2.66
3	16–22	0.67	0.83	1.47	1.82	2.13	2.48
1, 4	22–28	0.69	0.84	1.43	1.74	2.01	2.31
	28–40	0.70	0.85	1.40	1.68	1.92	2.19
	40–60	0.72	0.86	1.36	1.61	1.82	2.05
	60–120	0.74	0.87	1.33	1.55	1.74	1.93

Notes

- The value for 2-hour precipitation is converted to 3-hour precipitation using a multiplier of 1.06 for all recurrence intervals.
- Values of C_{sds} are based on the generalized extreme value (GEV) distribution whose distribution parameters can be expressed as a function of mean annual precipitation for eastern Washington.

High ground water or shallow bedrock can cause a significant increase in runoff. If either of these conditions exists, it needs to be addressed by the designer. For a more complete discussion of computing weighted CN values, see *Urban Hydrology for Small Watersheds* (USDA, 1986).

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Open space (lawns, parks, golf courses, cemeteries, landscaping, etc.)[a]				
Poor condition (grass cover <50% of the area)	68	79	86	89
Fair condition (grass cover on 50% to 75% of the area)	49	69	79	84
Good condition (grass cover on >75% of the area)	39	61	74	80
Impervious areas				
Open water bodies: lakes, wetlands, ponds etc.	100	100	100	100
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)	98	98	98	98
Permeable pavers and permeable interlocking concrete (assumed as 85% impervious and 15% lawn)				
Fair lawn condition (weighted average CNs)	95	96	97	97
Gravel (including right-of-way)	76	85	89	91
Dirt (including right-of-way)	72	82	87	89
Pasture, grassland, or range-continuous forage for grazing				
Poor condition (ground cover <50% or heavily grazed with no mulch)	68	79	86	89
Fair condition (ground cover 50% to 75% and not heavily grazed)	49	69	79	84
Good condition (ground cover >75% and lightly or only occasionally grazed)	39	61	74	80
Cultivated agricultural lands				
Row Crops (good) e.g., corn, sugar beets, soy beans	64	75	82	85
Small Grain (good) e.g., wheat, barley, flax	60	72	80	84
Meadow				
Continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush (brush-weed-grass mixture with brush the major element)				

Figure 4.6: 2-Year, 2-Hour Isopluvial Map

SOURCE: *Dam Safety Guidelines, Technical Note 3, Design Storm Construction, Washington State Department of Ecology, Water Resources Program, report 92-55G April 1993.*

DEPARTMENT OF ECOLOGY
State of Washington

2-Year, 2-Hour Isopluvial Map

Revised April 2002

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Kennewick, West Richland, Richland, and Pasco are within the 0.4 inch Isopluvial. Benton City is at approx 0.41 inches.

Figure 4.7: 2-Year, 24-Hour Isopluvial Map

West Richland, north Richland, and north Pasco are within the 0.8 inch Isopluvial.
Kennewick, south Richland, and south Pasco are within the 1.0 inch Isopluvial

Figure 4.10: 25-Year, 24-Hour Isopluvial Map

Kennewick, West Richland, Richland, Pasco are within the 1.6 inch Isopluvial. Benton City is at about 1.62 inches. Walla Walla=2.2in

Area 1

Storm: 25Yr 24Hr

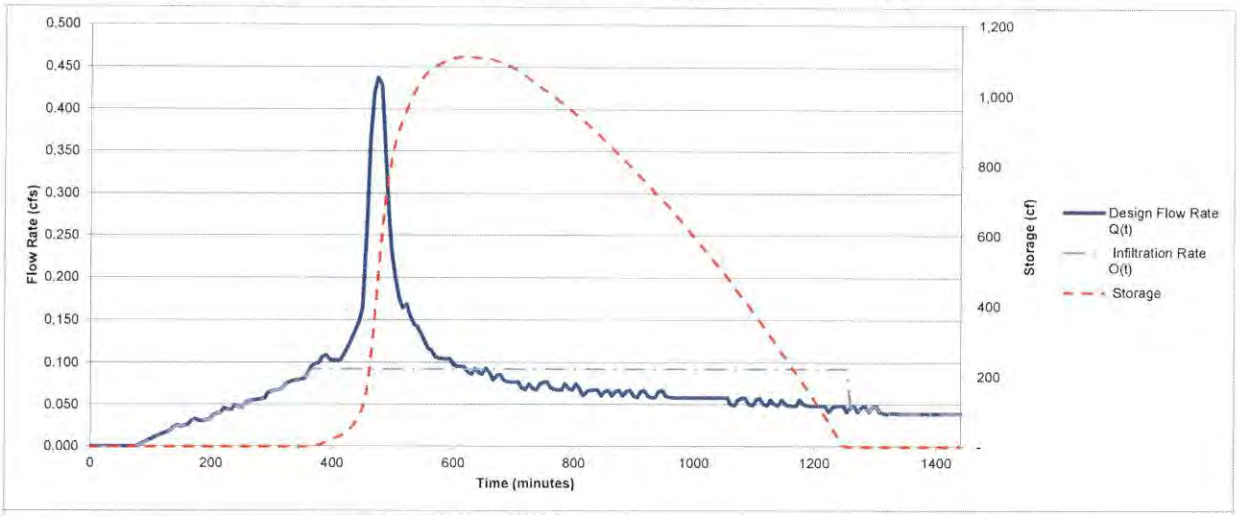
SCS Type 1A Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	4.07	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.375	
Total Infiltration Rate =	0.0926	cfs			

Summary

Peak Design Flow =	0.437	cfs
Required Storage =	1,110	cf
Peak Hour Runoff =	1,134	cf

Pervious Area:	A_{perv}=	2.84	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	1.23	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)\cdot D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	0.000	0.00	0.000	0.0	0.000	-	-
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	0.000	0.00	0.001	0.3	0.001	-	-
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	0.000	0.00	0.002	1.2	0.002	-	-
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	0.000	0.01	0.005	2.9	0.005	-	-

Area 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Q(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	0.000	0.01	0.007	5.5	0.007	-	-
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	0.000	0.01	0.009	8.8	0.009	-	-
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	0.000	0.01	0.011	13.0	0.011	-	-
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	0.000	0.02	0.013	17.8	0.013	-	-
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	0.000	0.02	0.015	23.3	0.015	-	-
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	0.000	0.02	0.017	29.4	0.017	-	-
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	0.000	0.02	0.019	36.1	0.019	-	-
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	0.001	0.03	0.023	44.4	0.023	-	-
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	0.001	0.02	0.025	53.5	0.025	-	-
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	0.001	0.02	0.024	62.3	0.024	-	-
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	0.001	0.03	0.025	71.3	0.025	-	-
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	0.001	0.03	0.026	80.6	0.026	-	-
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	0.001	0.04	0.031	91.7	0.031	-	-
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	0.001	0.03	0.033	103.5	0.033	-	-
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	0.001	0.03	0.031	114.5	0.031	-	-
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	0.001	0.03	0.031	125.8	0.031	-	-
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	0.001	0.03	0.032	137.0	0.032	-	-
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	0.001	0.03	0.032	148.7	0.032	-	-
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	0.001	0.05	0.038	162.2	0.038	-	-
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	0.001	0.03	0.039	176.4	0.039	-	-
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	0.001	0.05	0.041	191.1	0.041	-	-
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	0.001	0.05	0.046	207.8	0.046	-	-
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	0.001	0.04	0.044	223.8	0.044	-	-
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	0.001	0.05	0.044	239.5	0.044	-	-
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	0.001	0.05	0.050	257.3	0.050	-	-
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	0.001	0.04	0.047	274.2	0.047	-	-
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	0.001	0.05	0.047	290.9	0.047	-	-
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	0.001	0.05	0.052	309.7	0.052	-	-
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	0.001	0.06	0.054	329.2	0.054	-	-
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	0.001	0.06	0.055	349.1	0.055	-	-
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	0.001	0.06	0.056	369.4	0.056	-	-
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	0.001	0.06	0.057	389.9	0.057	-	-
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	0.001	0.06	0.058	410.7	0.058	-	-
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	0.002	0.07	0.064	433.7	0.064	-	-
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	0.001	0.06	0.066	457.5	0.066	-	-
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	0.002	0.08	0.067	481.7	0.067	-	-
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	0.001	0.06	0.068	506.2	0.068	-	-
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	0.002	0.08	0.069	531.0	0.069	-	-
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	0.002	0.08	0.075	558.1	0.075	-	-
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	0.002	0.08	0.077	586.0	0.077	-	-
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	0.002	0.08	0.079	614.3	0.079	-	-
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	0.002	0.08	0.079	642.8	0.079	-	-
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	0.002	0.08	0.080	671.7	0.080	-	-
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	0.002	0.08	0.081	700.7	0.081	-	-
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	0.002	0.10	0.087	732.2	0.087	-	-
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	0.002	0.10	0.096	766.7	0.093	0.58	1
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	0.002	0.10	0.099	802.2	0.093	1.64	2
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	0.002	0.10	0.100	838.1	0.093	2.34	5
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	0.003	0.12	0.107	876.6	0.093	3.85	8
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	0.002	0.10	0.109	915.9	0.093	5.55	14
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	0.002	0.10	0.104	953.3	0.093	5.02	19
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	0.003	0.10	0.103	990.4	0.093	3.91	23
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	0.003	0.10	0.103	1,027.6	0.093	3.78	27
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	0.003	0.10	0.104	1,064.9	0.093	3.90	31
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	0.003	0.12	0.111	1,104.7	0.093	5.24	36
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	0.003	0.12	0.119	1,147.7	0.093	8.08	44
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	0.003	0.14	0.129	1,194.0	0.093	11.31	55
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	0.003	0.14	0.138	1,243.8	0.093	14.67	70
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	0.004	0.16	0.148	1,296.9	0.093	18.09	88
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	0.004	0.18	0.164	1,355.9	0.093	22.75	111
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	0.009	0.38	0.250	1,445.9	0.093	41.17	152
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	0.011	0.44	0.368	1,578.5	0.093	77.92	230
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	0.011	0.44	0.421	1,730.0	0.093	108.71	339
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	0.011	0.44	0.437	1,887.3	0.093	121.09	460
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	0.010	0.41	0.429	2,041.9	0.093	122.57	582
81	486	0.0140	0.022	0.704	-	-	0.507	0.021	0.006	0.26	0.359	2,171.1	0.093	108.54	691
82	492	0.0130	0.021	0.725	-	-	0.527	0.020	0.006	0.24	0.279	2,271.6	0.093	81.54	772
83	498	0.0100	0.016	0.741	-	-	0.542	0.015	0.005	0.19	0.232	2,355.0	0.093	58.62	831
84	504	0.0100	0.016	0.757	-	-	0.557	0.015	0.005	0.19	0.199	2,426.7	0.093	44.17	875
85	510	0.0080	0.013	0.770	-	-	0.569	0.012	0.004	0.15	0.177	2,490.3	0.093	34.31	909
86	516	0.0090	0.014	0.784	-	-	0.583	0.014	0.004	0.17	0.165	2,549.6	0.093	28.11	937
87	522	0.0090	0.014	0.798	-	-	0.597	0.014	0.004	0.17	0.169	2,610.3	0.093	26.64	964
88	528	0.0070	0.011	0.810	-	-	0.606	0.011	0.003	0.13	0.156	2,668.4	0.093	25.05	989
89	534	0.0080	0.013	0.822	-	-	0.620	0.012	0.004	0.15	0.146	2,718.7	0.093	20.87	1,010
90	540	0.0070	0.011	0.834	-	-	0.630	0.011	0.003	0.13	0.143	2,770.2	0.093	18.60	1,029
91	546	0.0070	0.011	0.845	-	-	0.641	0.011	0.003	0.13	0.135	2,819.0	0.093	16.79	1,045
92	552	0.0060	0.010	0.854	-	-	0.650	0.009	0.003	0.11	0.127	2,864.5	0.093	13.81	1,059
93	558	0.0060	0.010	0.864	-	-	0.660	0.009	0.003	0.11	0.117	2,906.7	0.093	10.53	1,070

Area 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Ct(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	-	-	0.669	0.009	0.003	0.11	0.115	2,948.1	0.093	8.45	1,078
95	570	0.0050	0.008	0.882	-	-	0.677	0.008	0.002	0.10	0.107	2,986.8	0.093	6.67	1,085
96	576	0.0060	0.010	0.891	-	-	0.686	0.009	0.003	0.11	0.105	3,024.7	0.093	4.96	1,090
97	582	0.0050	0.008	0.899	-	-	0.694	0.008	0.002	0.10	0.105	3,062.5	0.093	4.55	1,094
98	588	0.0060	0.010	0.909	-	-	0.703	0.009	0.003	0.11	0.105	3,100.3	0.093	4.46	1,099
99	594	0.0050	0.008	0.917	-	-	0.710	0.008	0.002	0.10	0.105	3,138.2	0.093	4.46	1,103
100	600	0.0050	0.008	0.925	-	-	0.718	0.008	0.002	0.10	0.098	3,173.4	0.093	3.19	1,106
101	606	0.0050	0.008	0.933	-	-	0.726	0.008	0.002	0.10	0.096	3,208.0	0.093	1.59	1,108
102	612	0.0050	0.008	0.941	-	-	0.734	0.008	0.002	0.10	0.096	3,242.5	0.093	1.21	1,109
103	618	0.0050	0.008	0.949	-	-	0.741	0.008	0.002	0.10	0.096	3,277.0	0.093	1.13	1,110
104	624	0.0040	0.006	0.955	-	-	0.748	0.006	0.002	0.08	0.089	3,308.9	0.093	(0.17)	1,110
105	630	0.0050	0.008	0.963	-	-	0.755	0.008	0.002	0.10	0.087	3,340.1	0.093	(1.78)	1,108
106	636	0.0050	0.008	0.971	-	-	0.763	0.008	0.002	0.10	0.094	3,373.8	0.093	(0.88)	1,108
107	642	0.0040	0.006	0.978	-	-	0.769	0.006	0.002	0.08	0.088	3,405.5	0.093	(0.64)	1,107
108	648	0.0050	0.008	0.986	-	-	0.777	0.008	0.002	0.10	0.087	3,436.8	0.093	(1.86)	1,105
109	654	0.0050	0.008	0.994	-	-	0.785	0.008	0.002	0.10	0.094	3,470.5	0.093	(0.68)	1,104
110	660	0.0040	0.006	1.000	-	-	0.791	0.006	0.002	0.08	0.088	3,502.2	0.093	(0.61)	1,104
111	666	0.0040	0.006	1.006	-	-	0.797	0.006	0.002	0.08	0.080	3,530.9	0.093	(3.12)	1,100
112	672	0.0050	0.008	1.014	-	-	0.805	0.008	0.002	0.10	0.085	3,561.4	0.093	(3.74)	1,097
113	678	0.0040	0.006	1.021	-	-	0.811	0.006	0.002	0.08	0.086	3,592.4	0.093	(2.59)	1,094
114	684	0.0040	0.006	1.027	-	-	0.817	0.006	0.002	0.08	0.079	3,620.9	0.093	(3.60)	1,091
115	690	0.0040	0.006	1.034	-	-	0.824	0.006	0.002	0.08	0.076	3,648.8	0.093	(5.14)	1,085
116	696	0.0040	0.006	1.040	-	-	0.830	0.006	0.002	0.08	0.077	3,676.6	0.093	(5.51)	1,080
117	702	0.0040	0.006	1.046	-	-	0.836	0.006	0.002	0.08	0.077	3,704.3	0.093	(5.60)	1,074
118	708	0.0040	0.006	1.053	-	-	0.842	0.006	0.002	0.08	0.077	3,732.0	0.093	(5.62)	1,069
119	714	0.0030	0.005	1.058	-	-	0.847	0.005	0.001	0.06	0.070	3,757.2	0.093	(6.92)	1,062
120	720	0.0040	0.006	1.064	-	-	0.853	0.006	0.002	0.08	0.068	3,781.7	0.093	(8.53)	1,053
121	726	0.0040	0.006	1.070	-	-	0.859	0.006	0.002	0.08	0.075	3,808.6	0.093	(7.63)	1,046
122	732	0.0030	0.005	1.075	-	-	0.864	0.005	0.001	0.06	0.069	3,833.5	0.093	(7.40)	1,038
123	738	0.0040	0.006	1.082	-	-	0.870	0.006	0.002	0.08	0.068	3,858.0	0.093	(8.64)	1,030
124	744	0.0040	0.006	1.088	-	-	0.876	0.006	0.002	0.08	0.075	3,884.9	0.093	(7.64)	1,022
125	750	0.0040	0.006	1.094	-	-	0.883	0.006	0.002	0.08	0.077	3,912.5	0.093	(6.09)	1,016
126	756	0.0040	0.006	1.101	-	-	0.889	0.006	0.002	0.08	0.077	3,940.2	0.093	(5.69)	1,010
127	762	0.0030	0.005	1.106	-	-	0.894	0.005	0.001	0.06	0.070	3,965.4	0.093	(6.89)	1,003
128	768	0.0040	0.006	1.112	-	-	0.900	0.006	0.002	0.08	0.068	3,990.0	0.093	(8.49)	995
129	774	0.0030	0.005	1.117	-	-	0.904	0.005	0.001	0.06	0.068	4,014.3	0.093	(8.88)	986
130	780	0.0040	0.006	1.123	-	-	0.911	0.006	0.002	0.08	0.068	4,038.7	0.093	(8.98)	977
131	786	0.0040	0.006	1.130	-	-	0.917	0.006	0.002	0.08	0.075	4,065.6	0.093	(7.69)	969
132	792	0.0030	0.005	1.134	-	-	0.922	0.005	0.001	0.06	0.069	4,090.6	0.093	(7.37)	962
133	798	0.0040	0.006	1.141	-	-	0.928	0.006	0.002	0.08	0.068	4,115.1	0.093	(8.59)	953
134	804	0.0040	0.006	1.147	-	-	0.934	0.006	0.002	0.08	0.075	4,142.2	0.093	(7.58)	946
135	810	0.0030	0.005	1.152	-	-	0.939	0.005	0.001	0.06	0.070	4,167.2	0.093	(7.33)	938
136	816	0.0030	0.005	1.157	-	-	0.943	0.005	0.001	0.06	0.061	4,189.1	0.093	(9.87)	928
137	822	0.0040	0.006	1.163	-	-	0.950	0.006	0.002	0.08	0.066	4,212.9	0.093	(10.50)	918
138	828	0.0030	0.005	1.168	-	-	0.954	0.005	0.001	0.06	0.067	4,237.1	0.093	(9.35)	909
139	834	0.0040	0.006	1.174	-	-	0.961	0.006	0.002	0.08	0.068	4,261.4	0.093	(9.06)	900
140	840	0.0030	0.005	1.179	-	-	0.965	0.005	0.001	0.06	0.068	4,285.8	0.093	(8.98)	891
141	846	0.0030	0.005	1.184	-	-	0.970	0.005	0.001	0.06	0.060	4,307.6	0.093	(10.27)	880
142	852	0.0040	0.006	1.190	-	-	0.976	0.006	0.002	0.08	0.066	4,331.3	0.093	(10.59)	870
143	858	0.0030	0.005	1.195	-	-	0.981	0.005	0.001	0.06	0.067	4,355.6	0.093	(9.35)	860
144	864	0.0030	0.005	1.200	-	-	0.986	0.005	0.001	0.06	0.060	4,377.3	0.093	(10.35)	850
145	870	0.0040	0.006	1.206	-	-	0.992	0.006	0.002	0.08	0.066	4,401.1	0.093	(10.60)	839
146	876	0.0030	0.005	1.211	-	-	0.997	0.005	0.001	0.06	0.067	4,425.3	0.093	(9.35)	830
147	882	0.0030	0.005	1.216	-	-	1.001	0.005	0.001	0.06	0.060	4,447.1	0.093	(10.34)	820
148	888	0.0040	0.006	1.222	-	-	1.006	0.006	0.002	0.08	0.066	4,470.8	0.093	(10.58)	809
149	894	0.0030	0.005	1.227	-	-	1.012	0.005	0.001	0.06	0.067	4,495.1	0.093	(9.33)	800
150	900	0.0030	0.005	1.232	-	-	1.017	0.005	0.001	0.06	0.060	4,516.9	0.093	(10.33)	789
151	906	0.0030	0.005	1.237	-	-	1.022	0.005	0.001	0.06	0.059	4,538.0	0.093	(11.88)	778
152	912	0.0040	0.006	1.243	-	-	1.028	0.006	0.002	0.08	0.066	4,561.6	0.093	(10.96)	767
153	918	0.0030	0.005	1.248	-	-	1.033	0.005	0.001	0.06	0.067	4,585.9	0.093	(9.42)	757
154	924	0.0030	0.005	1.253	-	-	1.037	0.005	0.001	0.06	0.060	4,607.6	0.093	(10.34)	747
155	930	0.0030	0.005	1.258	-	-	1.042	0.005	0.001	0.06	0.059	4,628.8	0.093	(11.87)	735
156	936	0.0030	0.005	1.262	-	-	1.047	0.005	0.001	0.06	0.058	4,649.6	0.093	(12.26)	723
157	942	0.0040	0.006	1.269	-	-	1.053	0.006	0.002	0.08	0.066	4,673.4	0.093	(11.04)	712
158	948	0.0030	0.005	1.274	-	-	1.058	0.005	0.001	0.06	0.067	4,697.7	0.093	(9.42)	702
159	954	0.0030	0.005	1.278	-	-	1.062	0.005	0.001	0.06	0.061	4,719.5	0.093	(10.33)	692
160	960	0.0030	0.005	1.283	-	-	1.067	0.005	0.001	0.06	0.059	4,740.6	0.093	(11.88)	680
161	966	0.0030	0.005	1.288	-	-	1.072	0.005	0.001	0.06	0.058	4,761.7	0.093	(12.24)	668
162	972	0.0030	0.005	1.293	-	-	1.077	0.005	0.001	0.06	0.058	4,782.7	0.093	(12.33)	656
163	978	0.0030	0.005	1.298	-	-	1.081	0.005	0.001	0.06	0.058	4,803.6	0.093	(12.36)	643
164	984	0.0030	0.005	1.302	-	-	1.086	0.005	0.001	0.06	0.058	4,824.6	0.093	(12.36)	631
165	990	0.0030	0.005	1.307	-	-	1.091	0.005	0.001	0.06	0.058	4,845.6	0.093	(12.36)	618
166	996	0.0030	0.005	1.312	-	-	1.095	0.005	0.001	0.06	0.058	4,866.6	0.093	(12.36)	606
167	1002	0.0030	0.005	1.317	-	-	1.100	0.005	0.001	0.06	0.058	4,887.6	0.093	(12.35)	594
168	1008	0.0030	0.005	1.322	-	-	1.105	0.005	0.001	0.06	0.058	4,908.8	0.093	(12.35)	581
169	1014	0.0030	0.005	1.326	-	-	1.109	0.005	0.001	0.06	0.058	4,929.8	0.093	(12.35)	569
170	1020	0.0030	0.005	1.331	-	-	1.114	0.005	0.001	0.06	0.058	4,950.6	0.093	(12.34)	557
171	1026	0.0030	0.005	1.336	-	-	1.119	0.005	0.001	0.06	0.058	4,971.6	0.093	(12.34)	544

Area 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Q(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	-	-	1.124	0.005	0.001	0.06	0.058	4,992.6	0.093	(12.34)	532
173	1038	0.0030	0.005	1.346	-	-	1.128	0.005	0.001	0.06	0.058	5,013.6	0.093	(12.34)	520
174	1044	0.0030	0.005	1.350	-	-	1.133	0.005	0.001	0.06	0.058	5,034.6	0.093	(12.33)	507
175	1050	0.0030	0.005	1.355	-	-	1.138	0.005	0.001	0.06	0.058	5,055.6	0.093	(12.33)	495
176	1056	0.0030	0.005	1.360	-	-	1.142	0.005	0.001	0.06	0.058	5,076.6	0.093	(12.33)	483
177	1062	0.0020	0.003	1.363	-	-	1.146	0.003	0.001	0.04	0.051	5,095.0	0.093	(13.64)	469
178	1068	0.0030	0.005	1.368	-	-	1.150	0.005	0.001	0.06	0.049	5,112.8	0.093	(15.28)	454
179	1074	0.0030	0.005	1.373	-	-	1.155	0.005	0.001	0.06	0.056	5,133.0	0.093	(14.38)	439
180	1080	0.0030	0.005	1.378	-	-	1.160	0.005	0.001	0.06	0.058	5,153.8	0.093	(12.83)	427
181	1086	0.0030	0.005	1.382	-	-	1.164	0.005	0.001	0.06	0.058	5,174.8	0.093	(12.45)	414
182	1092	0.0020	0.003	1.386	-	-	1.168	0.003	0.001	0.04	0.051	5,193.2	0.093	(13.66)	400
183	1098	0.0030	0.005	1.390	-	-	1.172	0.005	0.001	0.06	0.049	5,210.9	0.093	(15.28)	385
184	1104	0.0030	0.005	1.395	-	-	1.177	0.005	0.001	0.06	0.056	5,231.1	0.093	(14.37)	371
185	1110	0.0030	0.005	1.400	-	-	1.182	0.005	0.001	0.06	0.058	5,251.9	0.093	(12.82)	358
186	1116	0.0020	0.003	1.403	-	-	1.185	0.003	0.001	0.04	0.051	5,270.3	0.093	(13.75)	344
187	1122	0.0030	0.005	1.408	-	-	1.190	0.005	0.001	0.06	0.049	5,288.0	0.093	(15.30)	329
188	1128	0.0030	0.005	1.413	-	-	1.194	0.005	0.001	0.06	0.056	5,308.2	0.093	(14.37)	315
189	1134	0.0020	0.003	1.416	-	-	1.197	0.003	0.001	0.04	0.051	5,326.5	0.093	(14.13)	300
190	1140	0.0030	0.005	1.421	-	-	1.202	0.005	0.001	0.06	0.049	5,344.2	0.093	(15.39)	285
191	1146	0.0030	0.005	1.426	-	-	1.207	0.005	0.001	0.06	0.056	5,364.4	0.093	(14.39)	271
192	1152	0.0020	0.003	1.429	-	-	1.210	0.003	0.001	0.04	0.051	5,382.6	0.093	(14.13)	256
193	1158	0.0030	0.005	1.434	-	-	1.215	0.005	0.001	0.06	0.049	5,400.3	0.093	(15.38)	241
194	1164	0.0020	0.003	1.437	-	-	1.218	0.003	0.001	0.04	0.049	5,417.9	0.093	(15.70)	225
195	1170	0.0030	0.005	1.442	-	-	1.223	0.005	0.001	0.06	0.049	5,435.4	0.093	(15.77)	210
196	1176	0.0030	0.005	1.446	-	-	1.227	0.005	0.001	0.06	0.056	5,455.6	0.093	(14.48)	195
197	1182	0.0020	0.003	1.450	-	-	1.231	0.003	0.001	0.04	0.051	5,473.8	0.093	(14.15)	181
198	1188	0.0030	0.005	1.454	-	-	1.235	0.005	0.001	0.06	0.049	5,491.5	0.093	(15.38)	166
199	1194	0.0020	0.003	1.458	-	-	1.238	0.003	0.001	0.04	0.049	5,509.1	0.093	(15.69)	150
200	1200	0.0030	0.005	1.462	-	-	1.243	0.005	0.001	0.06	0.049	5,526.7	0.093	(15.77)	134
201	1206	0.0020	0.003	1.466	-	-	1.246	0.003	0.001	0.04	0.049	5,544.3	0.093	(15.78)	118
202	1212	0.0030	0.005	1.470	-	-	1.251	0.005	0.001	0.06	0.049	5,561.8	0.093	(15.79)	103
203	1218	0.0020	0.003	1.474	-	-	1.254	0.003	0.001	0.04	0.049	5,579.4	0.093	(15.79)	87
204	1224	0.0020	0.003	1.477	-	-	1.257	0.003	0.001	0.04	0.041	5,594.3	0.093	(17.10)	70
205	1230	0.0030	0.005	1.482	-	-	1.262	0.005	0.001	0.06	0.047	5,611.2	0.093	(17.43)	52
206	1236	0.0020	0.003	1.485	-	-	1.265	0.003	0.001	0.04	0.048	5,628.6	0.093	(16.20)	36
207	1242	0.0030	0.005	1.490	-	-	1.270	0.005	0.001	0.06	0.049	5,646.1	0.093	(15.89)	20
208	1248	0.0020	0.003	1.493	-	-	1.273	0.003	0.001	0.04	0.049	5,663.7	0.093	(15.81)	4
209	1254	0.0020	0.003	1.496	-	-	1.276	0.003	0.001	0.04	0.041	5,678.6	0.093	(17.10)	-
210	1260	0.0030	0.005	1.501	-	-	1.281	0.005	0.001	0.06	0.047	5,695.5	0.047	(9.21)	-
211	1266	0.0020	0.003	1.504	-	-	1.284	0.003	0.001	0.04	0.048	5,712.9	0.048	-	-
212	1272	0.0020	0.003	1.507	-	-	1.287	0.003	0.001	0.04	0.041	5,727.8	0.041	-	-
213	1278	0.0030	0.005	1.512	-	-	1.292	0.005	0.001	0.06	0.047	5,744.7	0.047	-	-
214	1284	0.0020	0.003	1.515	-	-	1.295	0.003	0.001	0.04	0.048	5,762.1	0.048	-	-
215	1290	0.0020	0.003	1.518	-	-	1.298	0.003	0.001	0.04	0.041	5,777.0	0.041	-	-
216	1296	0.0030	0.005	1.523	-	-	1.303	0.005	0.001	0.06	0.047	5,793.9	0.047	-	-
217	1302	0.0020	0.003	1.526	-	-	1.306	0.003	0.001	0.04	0.048	5,811.3	0.048	-	-
218	1308	0.0020	0.003	1.530	-	-	1.309	0.003	0.001	0.04	0.041	5,826.2	0.041	-	-
219	1314	0.0020	0.003	1.533	-	-	1.312	0.003	0.001	0.04	0.040	5,840.5	0.040	-	-
220	1320	0.0020	0.003	1.536	-	-	1.316	0.003	0.001	0.04	0.039	5,854.6	0.039	-	-
221	1326	0.0021	0.003	1.539	-	-	1.319	0.003	0.001	0.04	0.040	5,868.9	0.040	-	-
222	1332	0.0020	0.003	1.543	-	-	1.322	0.003	0.001	0.04	0.040	5,883.3	0.040	-	-
223	1338	0.0020	0.003	1.546	-	-	1.325	0.003	0.001	0.04	0.039	5,897.5	0.039	-	-
224	1344	0.0020	0.003	1.549	-	-	1.328	0.003	0.001	0.04	0.039	5,911.5	0.039	-	-
225	1350	0.0020	0.003	1.552	-	-	1.332	0.003	0.001	0.04	0.039	5,925.6	0.039	-	-
226	1356	0.0020	0.003	1.555	-	-	1.335	0.003	0.001	0.04	0.039	5,939.7	0.039	-	-
227	1362	0.0020	0.003	1.559	-	-	1.338	0.003	0.001	0.04	0.039	5,953.8	0.039	-	-
228	1368	0.0020	0.003	1.562	-	-	1.341	0.003	0.001	0.04	0.039	5,967.8	0.039	-	-
229	1374	0.0020	0.003	1.565	-	-	1.344	0.003	0.001	0.04	0.039	5,981.9	0.039	-	-
230	1380	0.0020	0.003	1.568	-	-	1.347	0.003	0.001	0.04	0.039	5,996.0	0.039	-	-
231	1386	0.0020	0.003	1.571	-	-	1.350	0.003	0.001	0.04	0.039	6,010.0	0.039	-	-
232	1392	0.0020	0.003	1.575	-	-	1.354	0.003	0.001	0.04	0.039	6,024.1	0.039	-	-
233	1398	0.0020	0.003	1.578	-	-	1.357	0.003	0.001	0.04	0.039	6,038.2	0.039	-	-
234	1404	0.0020	0.003	1.581	-	-	1.360	0.003	0.001	0.04	0.039	6,052.2	0.039	-	-
235	1410	0.0020	0.003	1.584	-	-	1.363	0.003	0.001	0.04	0.039	6,066.3	0.039	-	-
236	1416	0.0020	0.003	1.587	-	-	1.366	0.003	0.001	0.04	0.039	6,080.4	0.039	-	-
237	1422	0.0020	0.003	1.591	-	-	1.369	0.003	0.001	0.04	0.039	6,094.5	0.039	-	-
238	1428	0.0020	0.003	1.594	-	-	1.373	0.003	0.001	0.04	0.039	6,108.5	0.039	-	-
239	1434	0.0020	0.003	1.597	-	-	1.376	0.003	0.001	0.04	0.039	6,122.6	0.039	-	-
240	1440	0.0020	0.003	1.600	-	-	1.379	0.003	0.001	0.04	0.039	6,136.7	0.039	-	-

Area 1

Storm: 25yr 3hr

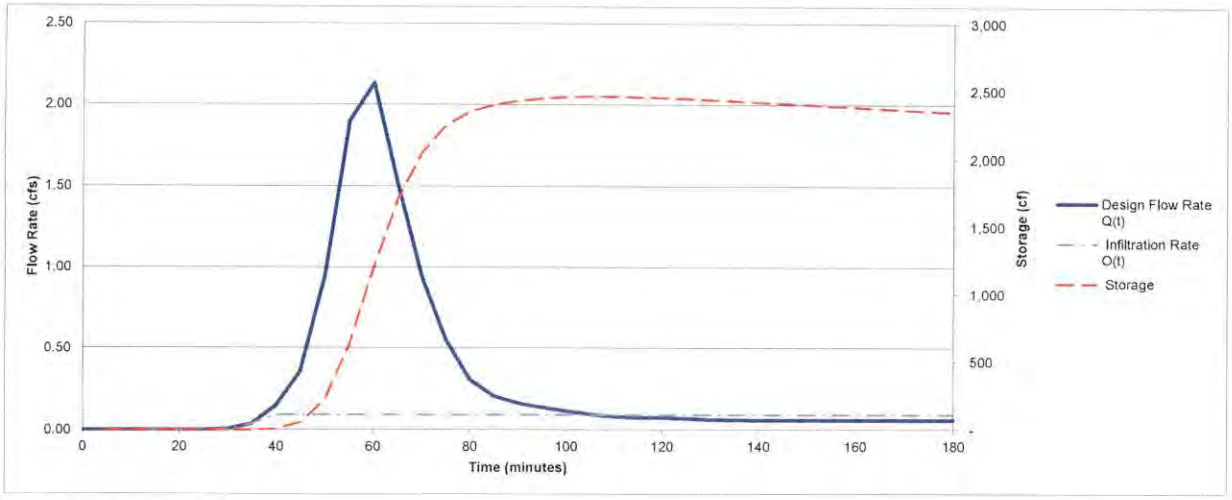
Short Duration Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	4.07	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr3hr =	0.92	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	5	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.333	
Infiltration Rate =	0.0926	cfs			

Summary

Peak Design Flow =	2.135 cfs
Required Storage =	2,464 cf
Peak Hour Runoff =	2,790 cf

Pervious Area:	A_{perv}=	2.84	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	1.23	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution - Short Duration Storm from Table 4.2.4
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area If $P \le 0.2*S_{perv}$, then = 0; otherwise,
If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area If $P \le 0.2S_{imp}$, then = 0; otherwise,
If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)*D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 1

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-			
1	5	0.0047	0.004	0.004	-	-	-	-	-	-	-	-	-	-	-
2	10	0.0047	0.004	0.009	-	-	-	-	-	-	-	-	-	-	-
3	15	0.0057	0.005	0.014	-	-	-	-	-	-	-	-	-	-	-
4	20	0.0104	0.010	0.023	-	-	-	-	-	-	-	-	-	-	-
5	25	0.0123	0.011	0.035	-	-	-	-	-	-	-	-	-	-	-
6	30	0.0236	0.022	0.056	-	-	0.001	0.001	0.000	0.02	0.006	1.7	0.006	-	-
7	35	0.0292	0.027	0.083	-	-	0.007	0.006	0.002	0.09	0.038	13.1	0.038	-	-
8	40	0.0528	0.049	0.132	-	-	0.028	0.021	0.006	0.31	0.147	57.1	0.093	8.09	8.09
9	45	0.0736	0.068	0.200	-	-	0.070	0.041	0.012	0.62	0.357	164.2	0.093	47.73	55.82
10	50	0.1736	0.160	0.359	-	-	0.194	0.125	0.038	1.85	0.942	446.7	0.093	167.00	222.82
11	55	0.2377	0.219	0.578	-	-	0.389	0.195	0.059	2.90	1.899	1,016.2	0.093	398.24	621.07
12	60	0.1255	0.115	0.694	-	-	0.497	0.108	0.033	1.60	2.135	1,656.6	0.093	577.17	######
13	65	0.0604	0.056	0.749	-	-	0.550	0.053	0.016	0.78	1.507	2,108.6	0.093	518.40	######
14	70	0.0406	0.037	0.786	-	-	0.585	0.036	0.011	0.53	0.939	2,390.3	0.093	339.09	######
15	75	0.0151	0.014	0.800	-	-	0.599	0.013	0.004	0.20	0.555	2,556.8	0.093	196.31	######
16	80	0.0132	0.012	0.813	-	-	0.610	0.012	0.004	0.17	0.308	2,649.3	0.093	101.68	######

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
17	85	0.0113	0.010	0.823	-	-	0.620	0.010	0.003	0.15	0.210	2,712.1	0.093	49.87	######
18	90	0.0104	0.010	0.832	-	-	0.629	0.009	0.003	0.14	0.165	2,761.5	0.093	28.32	######
19	95	0.0085	0.008	0.840	-	-	0.637	0.007	0.002	0.11	0.137	2,802.7	0.093	17.50	######
20	100	0.0075	0.007	0.847	-	-	0.644	0.007	0.002	0.10	0.116	2,837.4	0.093	10.17	######
21	105	0.0057	0.005	0.852	-	-	0.649	0.005	0.002	0.07	0.096	2,866.3	0.093	4.01	######
22	110	0.0057	0.005	0.858	-	-	0.654	0.005	0.002	0.07	0.082	2,890.9	0.093	(1.05)	######
23	115	0.0057	0.005	0.863	-	-	0.659	0.005	0.002	0.07	0.077	2,914.0	0.093	(3.91)	######
24	120	0.0057	0.005	0.868	-	-	0.664	0.005	0.002	0.07	0.076	2,936.7	0.093	(4.86)	######
25	125	0.0047	0.004	0.873	-	-	0.668	0.004	0.001	0.06	0.071	2,957.9	0.093	(5.82)	######
26	130	0.0047	0.004	0.877	-	-	0.672	0.004	0.001	0.06	0.065	2,977.4	0.093	(7.46)	######
27	135	0.0047	0.004	0.881	-	-	0.676	0.004	0.001	0.06	0.063	2,996.2	0.093	(8.65)	######
28	140	0.0047	0.004	0.885	-	-	0.680	0.004	0.001	0.06	0.062	3,014.9	0.093	(9.05)	######
29	145	0.0047	0.004	0.890	-	-	0.684	0.004	0.001	0.06	0.062	3,033.4	0.093	(9.17)	######
30	150	0.0047	0.004	0.894	-	-	0.689	0.004	0.001	0.06	0.062	3,052.0	0.093	(9.21)	######
31	155	0.0047	0.004	0.898	-	-	0.693	0.004	0.001	0.06	0.062	3,070.6	0.093	(9.22)	######
32	160	0.0047	0.004	0.903	-	-	0.697	0.004	0.001	0.06	0.062	3,089.1	0.093	(9.22)	######
33	165	0.0047	0.004	0.907	-	-	0.701	0.004	0.001	0.06	0.062	3,107.7	0.093	(9.22)	######
34	170	0.0047	0.004	0.911	-	-	0.705	0.004	0.001	0.06	0.062	3,126.3	0.093	(9.21)	######
35	175	0.0047	0.004	0.916	-	-	0.709	0.004	0.001	0.06	0.062	3,144.9	0.093	(9.21)	######
36	180	0.0047	0.004	0.920	-	-	0.714	0.004	0.001	0.06	0.062	3,163.5	0.093	(9.20)	######

Area 2

Storm: 25Yr 24Hr

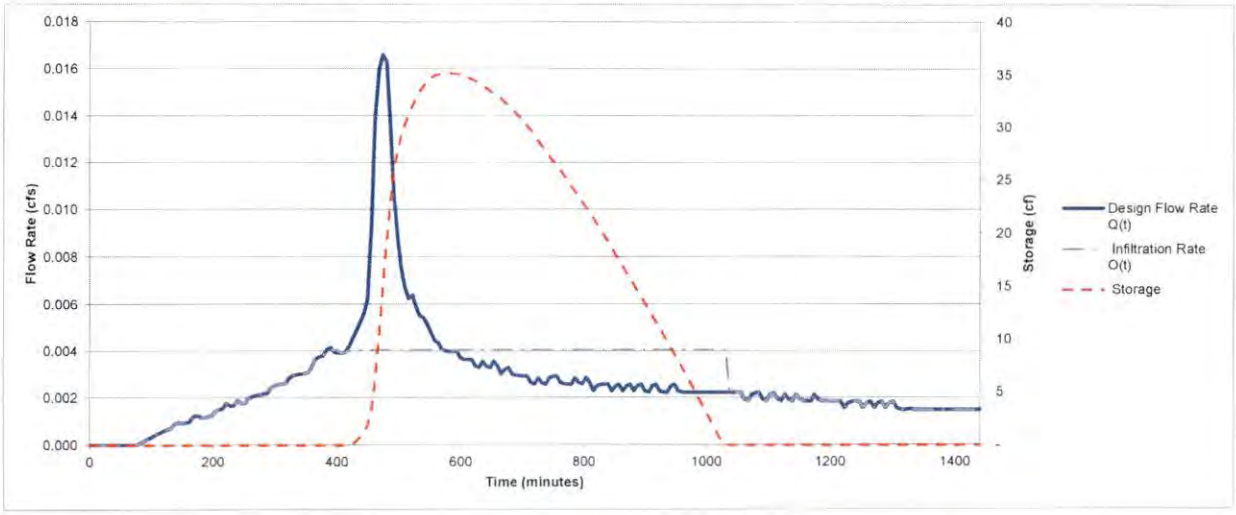
SCS Type 1A Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	0.13	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.375	
Total Infiltration Rate =	0.0040	cfs			

Summary

Peak Design Flow =	0.017	cfs
Required Storage =	35	cf
Peak Hour Runoff =	43	cf

Pervious Area:	A_{perv}=	0.09	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	0.05	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column **Description and Formula**

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm from Table 4.2.2
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area
If $P \le 0.2*S_{perv}$ then = 0; otherwise,
If $P > 0.2*S_{perv}$ then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area
If $P \le 0.2S_{imp}$ then = 0; otherwise,
If $P > 0.2S_{imp}$ then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)- D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	0.000	0.00	0.000	0.0	0.000	-	-
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	0.000	0.00	0.000	0.0	0.000	-	-
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	0.000	0.00	0.000	0.0	0.000	-	-
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	0.000	0.00	0.000	0.1	0.000	-	-

Area 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Q(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	0.000	0.00	0.000	0.2	0.000	-	-
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	0.000	0.00	0.000	0.3	0.000	-	-
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	0.000	0.00	0.000	0.5	0.000	-	-
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	0.000	0.00	0.001	0.7	0.001	-	-
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	0.000	0.00	0.001	0.9	0.001	-	-
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	0.001	0.00	0.001	1.1	0.001	-	-
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	0.001	0.00	0.001	1.4	0.001	-	-
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	0.001	0.00	0.001	1.7	0.001	-	-
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	0.001	0.00	0.001	2.0	0.001	-	-
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	0.001	0.00	0.001	2.4	0.001	-	-
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	0.001	0.00	0.001	2.7	0.001	-	-
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	0.001	0.00	0.001	3.1	0.001	-	-
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	0.001	0.00	0.001	3.5	0.001	-	-
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	0.001	0.00	0.001	3.9	0.001	-	-
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	0.001	0.00	0.001	4.4	0.001	-	-
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	0.001	0.00	0.001	4.8	0.001	-	-
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	0.001	0.00	0.001	5.2	0.001	-	-
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	0.001	0.00	0.001	5.7	0.001	-	-
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	0.001	0.00	0.001	6.2	0.001	-	-
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	0.001	0.00	0.002	6.7	0.002	-	-
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	0.001	0.00	0.002	7.3	0.002	-	-
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	0.001	0.00	0.002	7.9	0.002	-	-
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	0.001	0.00	0.002	8.5	0.002	-	-
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	0.001	0.00	0.002	9.1	0.002	-	-
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	0.001	0.00	0.002	9.8	0.002	-	-
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	0.001	0.00	0.002	10.4	0.002	-	-
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	0.002	0.00	0.002	11.1	0.002	-	-
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	0.002	0.00	0.002	11.8	0.002	-	-
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	0.002	0.00	0.002	12.5	0.002	-	-
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	0.002	0.00	0.002	13.3	0.002	-	-
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	0.002	0.00	0.002	14.0	0.002	-	-
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	0.002	0.00	0.002	14.8	0.002	-	-
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	0.002	0.00	0.002	15.6	0.002	-	-
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	0.002	0.00	0.002	16.5	0.002	-	-
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	0.002	0.00	0.003	17.4	0.003	-	-
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	0.002	0.00	0.003	18.3	0.003	-	-
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	0.002	0.00	0.003	19.2	0.003	-	-
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	0.002	0.00	0.003	20.2	0.003	-	-
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	0.002	0.00	0.003	21.2	0.003	-	-
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	0.002	0.00	0.003	22.3	0.003	-	-
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	0.002	0.00	0.003	23.3	0.003	-	-
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	0.002	0.00	0.003	24.4	0.003	-	-
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	0.002	0.00	0.003	25.5	0.003	-	-
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	0.002	0.00	0.003	26.6	0.003	-	-
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	0.003	0.00	0.003	27.8	0.003	-	-
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	0.003	0.00	0.004	29.1	0.004	-	-
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	0.003	0.00	0.004	30.5	0.004	-	-
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	0.003	0.00	0.004	31.9	0.004	-	-
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	0.003	0.00	0.004	33.3	0.004	0.00	0
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	0.003	0.00	0.004	34.8	0.004	0.02	0
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	0.003	0.00	0.004	36.2	0.004	0.00	0
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	0.003	0.00	0.004	37.6	0.004	(0.04)	-
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	0.003	0.00	0.004	39.1	0.004	(0.02)	-
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	0.003	0.00	0.004	40.5	0.004	-	-
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	0.003	0.00	0.004	42.0	0.004	0.03	0
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	0.003	0.00	0.005	43.6	0.004	0.12	0
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	0.004	0.01	0.005	45.4	0.004	0.24	0
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	0.004	0.01	0.005	47.3	0.004	0.37	1
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	0.005	0.01	0.006	49.3	0.004	0.50	1
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	0.005	0.01	0.008	51.5	0.004	0.68	2
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	0.011	0.01	0.010	55.0	0.004	1.38	3
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	0.012	0.02	0.014	60.0	0.004	2.77	6
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	0.012	0.02	0.016	65.8	0.004	3.94	10
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	0.013	0.02	0.017	71.7	0.004	4.41	14
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	0.012	0.02	0.016	77.6	0.004	4.47	19
81	486	0.0140	0.022	0.704	-	-	0.507	0.021	0.007	0.01	0.014	82.5	0.004	3.94	23
82	492	0.0130	0.021	0.725	-	-	0.527	0.020	0.007	0.01	0.011	86.4	0.004	2.91	26
83	498	0.0100	0.016	0.741	-	-	0.542	0.015	0.005	0.01	0.009	89.5	0.004	2.04	28
84	504	0.0100	0.016	0.757	-	-	0.557	0.015	0.005	0.01	0.008	92.2	0.004	1.49	29
85	510	0.0080	0.013	0.770	-	-	0.569	0.012	0.004	0.01	0.007	94.7	0.004	1.11	30
86	516	0.0090	0.014	0.784	-	-	0.583	0.014	0.005	0.01	0.006	96.9	0.004	0.88	31
87	522	0.0090	0.014	0.798	-	-	0.597	0.014	0.005	0.01	0.006	99.2	0.004	0.82	32
88	528	0.0070	0.011	0.810	-	-	0.608	0.011	0.004	0.01	0.006	101.4	0.004	0.76	33
89	534	0.0080	0.013	0.822	-	-	0.620	0.012	0.004	0.01	0.006	103.3	0.004	0.60	33
90	540	0.0070	0.011	0.834	-	-	0.630	0.011	0.004	0.01	0.005	105.3	0.004	0.52	34
91	546	0.0070	0.011	0.845	-	-	0.641	0.011	0.004	0.01	0.005	107.2	0.004	0.45	34
92	552	0.0060	0.010	0.854	-	-	0.650	0.009	0.003	0.00	0.005	108.9	0.004	0.34	35
93	558	0.0060	0.010	0.864	-	-	0.660	0.009	0.003	0.00	0.004	110.5	0.004	0.21	35

Area 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Q(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	-	-	0.669	0.009	0.003	0.00	0.004	112.1	0.004	0.13	35
95	570	0.0050	0.008	0.882	-	-	0.677	0.008	0.003	0.00	0.004	113.5	0.004	0.06	35
96	576	0.0060	0.010	0.891	-	-	0.686	0.009	0.003	0.00	0.004	115.0	0.004	(0.00)	35
97	582	0.0050	0.008	0.899	-	-	0.694	0.008	0.003	0.00	0.004	116.4	0.004	(0.02)	35
98	588	0.0060	0.010	0.909	-	-	0.703	0.009	0.003	0.00	0.004	117.9	0.004	(0.02)	35
99	594	0.0050	0.008	0.917	-	-	0.710	0.008	0.003	0.00	0.004	119.3	0.004	(0.02)	35
100	600	0.0050	0.008	0.925	-	-	0.718	0.008	0.003	0.00	0.004	120.6	0.004	(0.07)	35
101	606	0.0050	0.008	0.933	-	-	0.726	0.008	0.003	0.00	0.004	121.9	0.004	(0.13)	35
102	612	0.0050	0.008	0.941	-	-	0.734	0.008	0.003	0.00	0.004	123.3	0.004	(0.14)	35
103	618	0.0050	0.008	0.949	-	-	0.741	0.008	0.003	0.00	0.004	124.6	0.004	(0.15)	35
104	624	0.0040	0.006	0.955	-	-	0.748	0.006	0.002	0.00	0.003	125.8	0.004	(0.20)	34
105	630	0.0050	0.008	0.963	-	-	0.755	0.008	0.003	0.00	0.003	127.0	0.004	(0.26)	34
106	636	0.0050	0.008	0.971	-	-	0.763	0.008	0.003	0.00	0.004	128.2	0.004	(0.22)	34
107	642	0.0040	0.006	0.978	-	-	0.769	0.006	0.002	0.00	0.003	129.5	0.004	(0.21)	34
108	648	0.0050	0.008	0.986	-	-	0.777	0.008	0.003	0.00	0.003	130.6	0.004	(0.26)	33
109	654	0.0050	0.008	0.994	-	-	0.785	0.008	0.003	0.00	0.004	131.9	0.004	(0.22)	33
110	660	0.0040	0.006	1.000	-	-	0.791	0.006	0.002	0.00	0.003	133.1	0.004	(0.21)	33
111	666	0.0040	0.006	1.006	-	-	0.797	0.006	0.002	0.00	0.003	134.2	0.004	(0.31)	33
112	672	0.0050	0.008	1.014	-	-	0.805	0.008	0.003	0.00	0.003	135.4	0.004	(0.33)	32
113	678	0.0040	0.006	1.021	-	-	0.811	0.006	0.002	0.00	0.003	136.6	0.004	(0.29)	32
114	684	0.0040	0.006	1.027	-	-	0.817	0.006	0.002	0.00	0.003	137.8	0.004	(0.33)	32
115	690	0.0040	0.006	1.034	-	-	0.824	0.006	0.002	0.00	0.003	138.7	0.004	(0.38)	31
116	696	0.0040	0.006	1.040	-	-	0.830	0.006	0.002	0.00	0.003	139.8	0.004	(0.40)	31
117	702	0.0040	0.006	1.046	-	-	0.836	0.006	0.002	0.00	0.003	140.8	0.004	(0.40)	31
118	708	0.0040	0.006	1.053	-	-	0.842	0.006	0.002	0.00	0.003	141.9	0.004	(0.40)	30
119	714	0.0030	0.005	1.058	-	-	0.847	0.005	0.002	0.00	0.003	142.8	0.004	(0.45)	30
120	720	0.0040	0.006	1.064	-	-	0.853	0.006	0.002	0.00	0.003	143.8	0.004	(0.51)	29
121	726	0.0040	0.006	1.070	-	-	0.859	0.006	0.002	0.00	0.003	144.8	0.004	(0.48)	29
122	732	0.0030	0.005	1.075	-	-	0.864	0.005	0.002	0.00	0.003	145.7	0.004	(0.47)	28
123	738	0.0040	0.006	1.082	-	-	0.870	0.006	0.002	0.00	0.003	146.7	0.004	(0.52)	28
124	744	0.0040	0.006	1.088	-	-	0.876	0.006	0.002	0.00	0.003	147.7	0.004	(0.48)	27
125	750	0.0040	0.006	1.094	-	-	0.883	0.006	0.002	0.00	0.003	148.7	0.004	(0.42)	27
126	756	0.0040	0.006	1.101	-	-	0.889	0.006	0.002	0.00	0.003	149.8	0.004	(0.41)	26
127	762	0.0030	0.005	1.106	-	-	0.894	0.005	0.002	0.00	0.003	150.7	0.004	(0.45)	26
128	768	0.0040	0.006	1.112	-	-	0.900	0.006	0.002	0.00	0.003	151.7	0.004	(0.51)	25
129	774	0.0030	0.005	1.117	-	-	0.904	0.005	0.002	0.00	0.003	152.6	0.004	(0.53)	25
130	780	0.0040	0.006	1.123	-	-	0.911	0.006	0.002	0.00	0.003	153.5	0.004	(0.53)	24
131	786	0.0040	0.006	1.130	-	-	0.917	0.006	0.002	0.00	0.003	154.5	0.004	(0.48)	24
132	792	0.0030	0.005	1.134	-	-	0.922	0.005	0.002	0.00	0.003	155.5	0.004	(0.47)	23
133	798	0.0040	0.006	1.141	-	-	0.928	0.006	0.002	0.00	0.003	156.4	0.004	(0.52)	23
134	804	0.0040	0.006	1.147	-	-	0.934	0.006	0.002	0.00	0.003	157.5	0.004	(0.48)	22
135	810	0.0030	0.005	1.152	-	-	0.939	0.005	0.002	0.00	0.003	158.4	0.004	(0.47)	22
136	816	0.0030	0.005	1.157	-	-	0.943	0.005	0.002	0.00	0.002	159.2	0.004	(0.56)	21
137	822	0.0040	0.006	1.163	-	-	0.950	0.006	0.002	0.00	0.003	160.1	0.004	(0.59)	21
138	828	0.0030	0.005	1.168	-	-	0.954	0.005	0.002	0.00	0.003	161.1	0.004	(0.55)	20
139	834	0.0040	0.006	1.174	-	-	0.961	0.006	0.002	0.00	0.003	162.0	0.004	(0.53)	20
140	840	0.0030	0.005	1.179	-	-	0.965	0.005	0.002	0.00	0.003	162.9	0.004	(0.53)	19
141	848	0.0030	0.005	1.184	-	-	0.970	0.005	0.002	0.00	0.002	163.7	0.004	(0.58)	19
142	852	0.0040	0.006	1.190	-	-	0.976	0.006	0.002	0.00	0.003	164.6	0.004	(0.59)	18
143	858	0.0030	0.005	1.195	-	-	0.981	0.005	0.002	0.00	0.003	165.6	0.004	(0.55)	18
144	864	0.0030	0.005	1.200	-	-	0.986	0.005	0.002	0.00	0.002	166.4	0.004	(0.58)	17
145	870	0.0040	0.006	1.206	-	-	0.992	0.006	0.002	0.00	0.003	167.3	0.004	(0.59)	16
146	876	0.0030	0.005	1.211	-	-	0.997	0.005	0.002	0.00	0.003	168.2	0.004	(0.54)	16
147	882	0.0030	0.005	1.216	-	-	1.001	0.005	0.002	0.00	0.002	169.0	0.004	(0.58)	15
148	888	0.0040	0.006	1.222	-	-	1.008	0.006	0.002	0.00	0.003	169.9	0.004	(0.59)	15
149	894	0.0030	0.005	1.227	-	-	1.012	0.005	0.002	0.00	0.003	170.9	0.004	(0.54)	14
150	900	0.0030	0.005	1.232	-	-	1.017	0.005	0.002	0.00	0.002	171.7	0.004	(0.58)	14
151	906	0.0030	0.005	1.237	-	-	1.022	0.005	0.002	0.00	0.002	172.5	0.004	(0.64)	13
152	912	0.0040	0.006	1.243	-	-	1.028	0.006	0.002	0.00	0.002	173.4	0.004	(0.61)	12
153	918	0.0030	0.005	1.248	-	-	1.033	0.005	0.002	0.00	0.003	174.3	0.004	(0.55)	12
154	924	0.0030	0.005	1.253	-	-	1.037	0.005	0.002	0.00	0.002	175.2	0.004	(0.58)	11
155	930	0.0030	0.005	1.258	-	-	1.042	0.005	0.002	0.00	0.002	176.0	0.004	(0.64)	10
156	936	0.0030	0.005	1.262	-	-	1.047	0.005	0.002	0.00	0.002	176.8	0.004	(0.66)	10
157	942	0.0040	0.006	1.269	-	-	1.053	0.006	0.002	0.00	0.002	177.7	0.004	(0.61)	9
158	948	0.0030	0.005	1.274	-	-	1.058	0.005	0.002	0.00	0.003	178.6	0.004	(0.55)	9
159	954	0.0030	0.005	1.278	-	-	1.062	0.005	0.002	0.00	0.002	179.4	0.004	(0.58)	8
160	960	0.0030	0.005	1.283	-	-	1.067	0.005	0.002	0.00	0.002	180.2	0.004	(0.64)	7
161	966	0.0030	0.005	1.288	-	-	1.072	0.005	0.002	0.00	0.002	181.0	0.004	(0.65)	7
162	972	0.0030	0.005	1.293	-	-	1.077	0.005	0.002	0.00	0.002	181.8	0.004	(0.66)	6
163	978	0.0030	0.005	1.298	-	-	1.081	0.005	0.002	0.00	0.002	182.6	0.004	(0.66)	5
164	984	0.0030	0.005	1.302	-	-	1.086	0.005	0.002	0.00	0.002	183.4	0.004	(0.66)	5
165	990	0.0030	0.005	1.307	-	-	1.091	0.005	0.002	0.00	0.002	184.2	0.004	(0.66)	4
166	996	0.0030	0.005	1.312	-	-	1.095	0.005	0.002	0.00	0.002	185.0	0.004	(0.66)	4
167	1002	0.0030	0.005	1.317	-	-	1.100	0.005	0.002	0.00	0.002	185.8	0.004	(0.66)	3
168	1008	0.0030	0.005	1.322	-	-	1.105	0.005	0.002	0.00	0.002	186.6	0.004	(0.66)	2
169	1014	0.0030	0.005	1.326	-	-	1.109	0.005	0.002	0.00	0.002	187.4	0.004	(0.66)	2
170	1020	0.0030	0.005	1.331	-	-	1.114	0.005	0.002	0.00	0.002	188.2	0.004	(0.66)	1
171	1026	0.0030	0.005	1.336	-	-	1.119	0.005	0.002	0.00	0.002	189.0	0.004	(0.66)	0

Area 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate Q(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	-	-	1.124	0.005	0.002	0.00	0.002	189.8	0.004	(0.66)	-
173	1038	0.0030	0.005	1.346	-	-	1.128	0.005	0.002	0.00	0.002	190.6	0.002	(0.33)	-
174	1044	0.0030	0.005	1.350	-	-	1.133	0.005	0.002	0.00	0.002	191.4	0.002	-	-
175	1050	0.0030	0.005	1.355	-	-	1.138	0.005	0.002	0.00	0.002	192.2	0.002	-	-
176	1056	0.0030	0.005	1.360	-	-	1.142	0.005	0.002	0.00	0.002	193.0	0.002	-	-
177	1062	0.0020	0.003	1.363	-	-	1.146	0.003	0.001	0.00	0.002	193.7	0.002	-	-
178	1068	0.0030	0.005	1.368	-	-	1.150	0.005	0.002	0.00	0.002	194.4	0.002	-	-
179	1074	0.0030	0.005	1.373	-	-	1.155	0.005	0.002	0.00	0.002	195.1	0.002	-	-
180	1080	0.0030	0.005	1.378	-	-	1.160	0.005	0.002	0.00	0.002	195.9	0.002	-	-
181	1086	0.0030	0.005	1.382	-	-	1.164	0.005	0.002	0.00	0.002	196.7	0.002	-	-
182	1092	0.0020	0.003	1.386	-	-	1.168	0.003	0.001	0.00	0.002	197.4	0.002	-	-
183	1098	0.0030	0.005	1.390	-	-	1.172	0.005	0.002	0.00	0.002	198.1	0.002	-	-
184	1104	0.0030	0.005	1.395	-	-	1.177	0.005	0.002	0.00	0.002	198.9	0.002	-	-
185	1110	0.0030	0.005	1.400	-	-	1.182	0.005	0.002	0.00	0.002	199.6	0.002	-	-
186	1116	0.0020	0.003	1.403	-	-	1.185	0.003	0.001	0.00	0.002	200.3	0.002	-	-
187	1122	0.0030	0.005	1.408	-	-	1.190	0.005	0.002	0.00	0.002	201.0	0.002	-	-
188	1128	0.0030	0.005	1.413	-	-	1.194	0.005	0.002	0.00	0.002	201.8	0.002	-	-
189	1134	0.0020	0.003	1.416	-	-	1.197	0.003	0.001	0.00	0.002	202.5	0.002	-	-
190	1140	0.0030	0.005	1.421	-	-	1.202	0.005	0.002	0.00	0.002	203.1	0.002	-	-
191	1146	0.0030	0.005	1.426	-	-	1.207	0.005	0.002	0.00	0.002	203.9	0.002	-	-
192	1152	0.0020	0.003	1.429	-	-	1.210	0.003	0.001	0.00	0.002	204.6	0.002	-	-
193	1158	0.0030	0.005	1.434	-	-	1.215	0.005	0.002	0.00	0.002	205.3	0.002	-	-
194	1164	0.0020	0.003	1.437	-	-	1.218	0.003	0.001	0.00	0.002	205.9	0.002	-	-
195	1170	0.0030	0.005	1.442	-	-	1.223	0.005	0.002	0.00	0.002	206.6	0.002	-	-
196	1176	0.0030	0.005	1.446	-	-	1.227	0.005	0.002	0.00	0.002	207.4	0.002	-	-
197	1182	0.0020	0.003	1.450	-	-	1.231	0.003	0.001	0.00	0.002	208.1	0.002	-	-
198	1188	0.0030	0.005	1.454	-	-	1.235	0.005	0.002	0.00	0.002	208.7	0.002	-	-
199	1194	0.0020	0.003	1.458	-	-	1.238	0.003	0.001	0.00	0.002	209.4	0.002	-	-
200	1200	0.0030	0.005	1.462	-	-	1.243	0.005	0.002	0.00	0.002	210.1	0.002	-	-
201	1208	0.0020	0.003	1.466	-	-	1.246	0.003	0.001	0.00	0.002	210.8	0.002	-	-
202	1212	0.0030	0.005	1.470	-	-	1.251	0.005	0.002	0.00	0.002	211.4	0.002	-	-
203	1218	0.0020	0.003	1.474	-	-	1.254	0.003	0.001	0.00	0.002	212.1	0.002	-	-
204	1224	0.0020	0.003	1.477	-	-	1.257	0.003	0.001	0.00	0.002	212.7	0.002	-	-
205	1230	0.0030	0.005	1.482	-	-	1.262	0.005	0.002	0.00	0.002	213.3	0.002	-	-
206	1236	0.0020	0.003	1.485	-	-	1.265	0.003	0.001	0.00	0.002	214.0	0.002	-	-
207	1242	0.0030	0.005	1.490	-	-	1.270	0.005	0.002	0.00	0.002	214.6	0.002	-	-
208	1248	0.0020	0.003	1.493	-	-	1.273	0.003	0.001	0.00	0.002	215.3	0.002	-	-
209	1254	0.0020	0.003	1.496	-	-	1.276	0.003	0.001	0.00	0.002	215.9	0.002	-	-
210	1260	0.0030	0.005	1.501	-	-	1.281	0.005	0.002	0.00	0.002	216.5	0.002	-	-
211	1266	0.0020	0.003	1.504	-	-	1.284	0.003	0.001	0.00	0.002	217.2	0.002	-	-
212	1272	0.0020	0.003	1.507	-	-	1.287	0.003	0.001	0.00	0.002	217.7	0.002	-	-
213	1278	0.0030	0.005	1.512	-	-	1.292	0.005	0.002	0.00	0.002	218.4	0.002	-	-
214	1284	0.0020	0.003	1.515	-	-	1.295	0.003	0.001	0.00	0.002	219.0	0.002	-	-
215	1290	0.0020	0.003	1.518	-	-	1.298	0.003	0.001	0.00	0.002	219.6	0.002	-	-
216	1296	0.0030	0.005	1.523	-	-	1.303	0.005	0.002	0.00	0.002	220.2	0.002	-	-
217	1302	0.0020	0.003	1.526	-	-	1.306	0.003	0.001	0.00	0.002	220.9	0.002	-	-
218	1308	0.0020	0.003	1.530	-	-	1.309	0.003	0.001	0.00	0.002	221.5	0.002	-	-
219	1314	0.0020	0.003	1.533	-	-	1.312	0.003	0.001	0.00	0.002	222.0	0.002	-	-
220	1320	0.0020	0.003	1.536	-	-	1.316	0.003	0.001	0.00	0.001	222.6	0.001	-	-
221	1326	0.0021	0.003	1.539	-	-	1.319	0.003	0.001	0.00	0.002	223.1	0.002	-	-
222	1332	0.0020	0.003	1.543	-	-	1.322	0.003	0.001	0.00	0.002	223.6	0.002	-	-
223	1338	0.0020	0.003	1.546	-	-	1.325	0.003	0.001	0.00	0.001	224.2	0.001	-	-
224	1344	0.0020	0.003	1.549	-	-	1.328	0.003	0.001	0.00	0.001	224.7	0.001	-	-
225	1350	0.0020	0.003	1.552	-	-	1.332	0.003	0.001	0.00	0.001	225.3	0.001	-	-
226	1356	0.0020	0.003	1.555	-	-	1.335	0.003	0.001	0.00	0.001	225.8	0.001	-	-
227	1362	0.0020	0.003	1.559	-	-	1.338	0.003	0.001	0.00	0.001	226.3	0.001	-	-
228	1368	0.0020	0.003	1.562	-	-	1.341	0.003	0.001	0.00	0.001	226.9	0.001	-	-
229	1374	0.0020	0.003	1.565	-	-	1.344	0.003	0.001	0.00	0.001	227.4	0.001	-	-
230	1380	0.0020	0.003	1.568	-	-	1.347	0.003	0.001	0.00	0.001	227.9	0.001	-	-
231	1386	0.0020	0.003	1.571	-	-	1.350	0.003	0.001	0.00	0.001	228.5	0.001	-	-
232	1392	0.0020	0.003	1.575	-	-	1.354	0.003	0.001	0.00	0.001	229.0	0.001	-	-
233	1398	0.0020	0.003	1.578	-	-	1.357	0.003	0.001	0.00	0.001	229.5	0.001	-	-
234	1404	0.0020	0.003	1.581	-	-	1.360	0.003	0.001	0.00	0.001	230.1	0.001	-	-
235	1410	0.0020	0.003	1.584	-	-	1.363	0.003	0.001	0.00	0.001	230.6	0.001	-	-
236	1416	0.0020	0.003	1.587	-	-	1.366	0.003	0.001	0.00	0.001	231.1	0.001	-	-
237	1422	0.0020	0.003	1.591	-	-	1.369	0.003	0.001	0.00	0.001	231.7	0.001	-	-
238	1428	0.0020	0.003	1.594	-	-	1.373	0.003	0.001	0.00	0.001	232.2	0.001	-	-
239	1434	0.0020	0.003	1.597	-	-	1.376	0.003	0.001	0.00	0.001	232.7	0.001	-	-
240	1440	0.0020	0.003	1.600	-	-	1.379	0.003	0.001	0.00	0.001	233.3	0.001	-	-

Area 2

Storm: 25yr 3hr

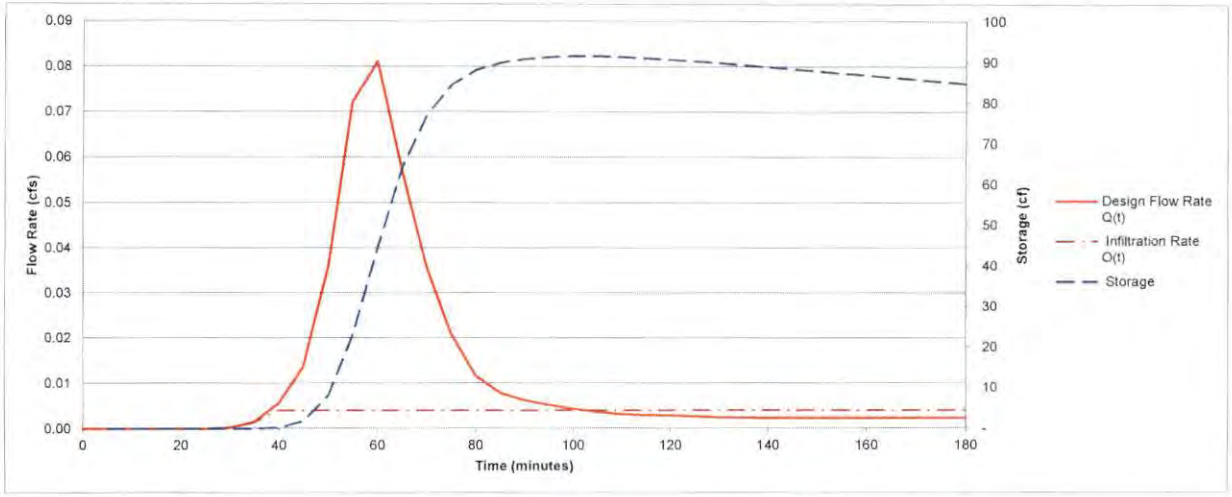
Short Duration Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	0.13	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr3hr =	0.92	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	5	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.333	
Infiltration Rate =	0.0040	cfs			

Summary

Peak Design Flow =	0.081	cfs
Required Storage =	92	cf
Peak Hour Runoff =	106	cf

Pervious Area:	A_{perv}=	0.09	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	0.05	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution - Short Duration Storm from Table 4.2.4
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A_t \cdot D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 2

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-			
1	5	0.0047	0.004	0.004	-	-	-	-	-	-	-	-	-	-	-
2	10	0.0047	0.004	0.009	-	-	-	-	-	-	-	-	-	-	-
3	15	0.0057	0.005	0.014	-	-	-	-	-	-	-	-	-	-	-
4	20	0.0104	0.010	0.023	-	-	-	-	-	-	-	-	-	-	-
5	25	0.0123	0.011	0.035	-	-	-	-	-	-	-	-	-	-	-
6	30	0.0236	0.022	0.056	-	-	0.001	0.001	0.000	0.00	0.000	0.1	0.000	-	-
7	35	0.0292	0.027	0.083	-	-	0.007	0.006	0.002	0.00	0.001	0.5	0.001	-	-
8	40	0.0528	0.049	0.132	-	-	0.028	0.021	0.007	0.01	0.006	2.2	0.004	0.23	0.23
9	45	0.0736	0.068	0.200	-	-	0.070	0.041	0.014	0.02	0.014	6.2	0.004	1.66	1.89
10	50	0.1736	0.160	0.359	-	-	0.194	0.125	0.044	0.07	0.036	17.0	0.004	6.19	8.08
11	55	0.2377	0.219	0.578	-	-	0.389	0.195	0.068	0.11	0.072	38.6	0.004	14.98	23.06
12	60	0.1255	0.115	0.694	-	-	0.497	0.108	0.038	0.06	0.081	63.0	0.004	21.78	44.84
13	65	0.0604	0.056	0.749	-	-	0.550	0.053	0.018	0.03	0.057	80.2	0.004	19.55	64.39
14	70	0.0406	0.037	0.786	-	-	0.585	0.036	0.012	0.02	0.036	90.9	0.004	12.73	77.12
15	75	0.0151	0.014	0.800	-	-	0.599	0.013	0.005	0.01	0.021	97.2	0.004	7.30	84.42
16	80	0.0132	0.012	0.813	-	-	0.610	0.012	0.004	0.01	0.012	100.7	0.004	3.71	88.13

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
17	85	0.0113	0.010	0.823	-	-	0.620	0.010	0.003	0.01	0.008	103.1	0.004	1.74	89.67
18	90	0.0104	0.010	0.832	-	-	0.629	0.009	0.003	0.01	0.006	105.0	0.004	0.92	90.79
19	95	0.0085	0.008	0.840	-	-	0.637	0.007	0.003	0.00	0.005	106.5	0.004	0.51	91.29
20	100	0.0075	0.007	0.847	-	-	0.644	0.007	0.002	0.00	0.004	107.9	0.004	0.23	91.52
21	105	0.0057	0.005	0.852	-	-	0.649	0.005	0.002	0.00	0.004	109.0	0.004	(0.01)	91.52
22	110	0.0057	0.005	0.858	-	-	0.654	0.005	0.002	0.00	0.003	109.9	0.004	(0.20)	91.32
23	115	0.0057	0.005	0.863	-	-	0.659	0.005	0.002	0.00	0.003	110.8	0.004	(0.31)	91.01
24	120	0.0057	0.005	0.868	-	-	0.664	0.005	0.002	0.00	0.003	111.6	0.004	(0.34)	90.67
25	125	0.0047	0.004	0.873	-	-	0.668	0.004	0.001	0.00	0.003	112.4	0.004	(0.38)	90.29
26	130	0.0047	0.004	0.877	-	-	0.672	0.004	0.001	0.00	0.002	113.2	0.004	(0.44)	89.85
27	135	0.0047	0.004	0.881	-	-	0.676	0.004	0.001	0.00	0.002	113.9	0.004	(0.49)	89.36
28	140	0.0047	0.004	0.885	-	-	0.680	0.004	0.001	0.00	0.002	114.6	0.004	(0.50)	88.86
29	145	0.0047	0.004	0.890	-	-	0.684	0.004	0.001	0.00	0.002	115.3	0.004	(0.51)	88.35
30	150	0.0047	0.004	0.894	-	-	0.689	0.004	0.001	0.00	0.002	116.0	0.004	(0.51)	87.84
31	155	0.0047	0.004	0.898	-	-	0.693	0.004	0.001	0.00	0.002	116.7	0.004	(0.51)	87.34
32	160	0.0047	0.004	0.903	-	-	0.697	0.004	0.001	0.00	0.002	117.4	0.004	(0.51)	86.83
33	165	0.0047	0.004	0.907	-	-	0.701	0.004	0.001	0.00	0.002	118.1	0.064	(0.51)	86.32
34	170	0.0047	0.004	0.911	-	-	0.705	0.004	0.001	0.00	0.002	118.8	0.004	(0.51)	85.81
35	175	0.0047	0.004	0.916	-	-	0.709	0.004	0.001	0.00	0.002	119.5	0.004	(0.51)	85.30
36	180	0.0047	0.004	0.920	-	-	0.714	0.004	0.001	0.00	0.002	120.3	0.004	(0.51)	84.80

Area 3

Storm: 25Yr 24Hr

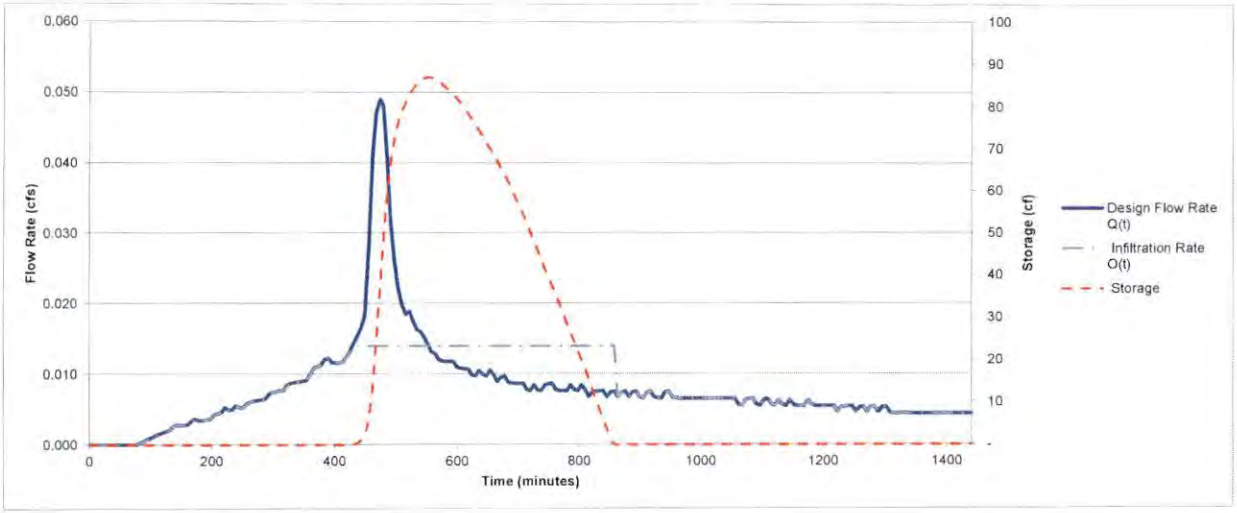
SCS Type 1A Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	0.34	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.375	
Total Infiltration Rate =	0.0140	cfs			

Summary

Peak Design Flow =	0.049	cfs
Required Storage =	87	cf
Peak Hour Runoff =	127	cf

Pervious Area:	A_{perv}=	0.207	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	0.138	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm from Table 4.2.2
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area
If $P \le 0.2*S_{perv}$ then = 0; otherwise,
If $P > 0.2*S_{perv}$ then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area
If $P \le 0.2S_{imp}$ then = 0; otherwise,
If $P > 0.2S_{imp}$ then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)\cdot D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 3

1	2	3	4	5	Pervious Area 6	7	Impervious Area 8	9	10	11	12	13	14	15	16
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	0.000	0.00	0.000	0.0	0.000	-	-
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	0.000	0.00	0.000	0.0	0.000	-	-
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	0.000	0.00	0.000	0.1	0.000	-	-
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	0.000	0.00	0.001	0.3	0.001	-	-

Area 3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate f(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	0.000	0.00	0.001	0.6	0.001	-	-
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	0.000	0.00	0.001	1.0	0.001	-	-
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	0.000	0.00	0.001	1.5	0.001	-	-
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	0.000	0.00	0.002	2.0	0.002	-	-
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	0.001	0.00	0.002	2.6	0.002	-	-
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	0.001	0.00	0.002	3.3	0.002	-	-
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	0.001	0.00	0.002	4.1	0.002	-	-
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	0.001	0.00	0.003	5.0	0.003	-	-
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	0.001	0.00	0.003	6.0	0.003	-	-
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	0.001	0.00	0.003	7.0	0.003	-	-
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	0.001	0.00	0.003	8.0	0.003	-	-
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	0.001	0.00	0.003	9.0	0.003	-	-
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	0.001	0.00	0.003	10.3	0.003	-	-
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	0.001	0.00	0.004	11.6	0.004	-	-
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	0.001	0.00	0.003	12.8	0.003	-	-
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	0.001	0.00	0.003	14.1	0.003	-	-
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	0.001	0.00	0.004	15.4	0.004	-	-
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	0.001	0.00	0.004	16.7	0.004	-	-
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	0.001	0.01	0.004	18.2	0.004	-	-
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	0.001	0.00	0.004	19.8	0.004	-	-
36	218	0.0040	0.006	0.163	-	-	0.046	0.004	0.002	0.01	0.005	21.4	0.005	-	-
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	0.002	0.01	0.005	23.3	0.005	-	-
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	0.001	0.00	0.005	25.1	0.005	-	-
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	0.002	0.01	0.005	26.9	0.005	-	-
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	0.002	0.01	0.006	28.9	0.006	-	-
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	0.001	0.00	0.005	30.7	0.005	-	-
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	0.002	0.01	0.005	32.6	0.005	-	-
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	0.002	0.01	0.006	34.7	0.006	-	-
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	0.002	0.01	0.006	36.9	0.006	-	-
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	0.002	0.01	0.006	39.2	0.006	-	-
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	0.002	0.01	0.006	41.4	0.006	-	-
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	0.002	0.01	0.006	43.7	0.006	-	-
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	0.002	0.01	0.006	46.1	0.006	-	-
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	0.002	0.01	0.007	48.6	0.007	-	-
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	0.002	0.01	0.007	51.3	0.007	-	-
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	0.002	0.01	0.008	54.0	0.008	-	-
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	0.002	0.01	0.008	56.8	0.008	-	-
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	0.002	0.01	0.008	59.5	0.008	-	-
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	0.003	0.01	0.008	62.6	0.008	-	-
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	0.003	0.01	0.009	65.7	0.009	-	-
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	0.003	0.01	0.009	68.9	0.009	-	-
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	0.003	0.01	0.009	72.1	0.009	-	-
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	0.003	0.01	0.009	75.3	0.009	-	-
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	0.003	0.01	0.009	78.6	0.009	-	-
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	0.003	0.01	0.010	82.1	0.010	-	-
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	0.003	0.01	0.011	86.0	0.011	-	-
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	0.003	0.01	0.011	90.0	0.011	-	-
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	0.003	0.01	0.011	94.0	0.011	-	-
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	0.004	0.01	0.012	98.3	0.012	-	-
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	0.003	0.01	0.012	102.7	0.012	-	-
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	0.003	0.01	0.012	106.9	0.012	-	-
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	0.003	0.01	0.012	111.1	0.012	-	-
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	0.003	0.01	0.012	115.2	0.012	-	-
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	0.003	0.01	0.012	119.4	0.012	-	-
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	0.004	0.01	0.012	123.9	0.012	-	-
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	0.004	0.01	0.013	128.7	0.013	-	-
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	0.005	0.02	0.014	133.9	0.014	0.08	0
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	0.005	0.02	0.015	139.5	0.014	0.36	0
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	0.005	0.02	0.017	145.4	0.014	0.74	1
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	0.006	0.02	0.018	152.0	0.014	1.26	2
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	0.012	0.04	0.028	162.1	0.014	3.33	6
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	0.014	0.05	0.041	177.0	0.014	7.45	13
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	0.014	0.05	0.047	194.0	0.014	10.90	24
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	0.014	0.05	0.049	211.6	0.014	12.29	36
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	0.013	0.05	0.048	229.0	0.014	12.46	49
81	486	0.0140	0.022	0.704	-	-	0.507	0.021	0.008	0.03	0.040	243.5	0.014	10.88	60
82	492	0.0130	0.021	0.725	-	-	0.527	0.020	0.008	0.03	0.031	254.7	0.014	7.86	68
83	498	0.0100	0.016	0.741	-	-	0.542	0.015	0.006	0.02	0.026	264.1	0.014	5.29	73
84	504	0.0100	0.016	0.757	-	-	0.557	0.015	0.008	0.02	0.022	272.1	0.014	3.66	77
85	510	0.0080	0.013	0.770	-	-	0.569	0.012	0.005	0.02	0.020	279.2	0.014	2.56	79
86	516	0.0090	0.014	0.784	-	-	0.583	0.014	0.005	0.02	0.018	285.9	0.014	1.86	81
87	522	0.0090	0.014	0.798	-	-	0.597	0.014	0.005	0.02	0.019	292.7	0.014	1.70	83
88	528	0.0070	0.011	0.810	-	-	0.608	0.011	0.004	0.01	0.017	299.0	0.014	1.52	84
89	534	0.0080	0.013	0.822	-	-	0.620	0.012	0.005	0.02	0.018	304.9	0.014	1.05	85
90	540	0.0070	0.011	0.834	-	-	0.630	0.011	0.004	0.01	0.016	310.6	0.014	0.80	86
91	546	0.0070	0.011	0.845	-	-	0.641	0.011	0.004	0.01	0.015	316.1	0.014	0.59	87
92	552	0.0060	0.010	0.854	-	-	0.650	0.009	0.004	0.01	0.014	321.2	0.014	0.26	87
93	558	0.0060	0.010	0.864	-	-	0.660	0.009	0.004	0.01	0.013	325.9	0.014	(0.11)	87

Area 3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	-	-	0.669	0.009	0.004	0.01	0.013	330.6	0.014	(0.34)	86
95	570	0.0050	0.008	0.882	-	-	0.677	0.008	0.003	0.01	0.012	334.9	0.014	(0.54)	86
96	576	0.0060	0.010	0.891	-	-	0.686	0.009	0.004	0.01	0.012	339.2	0.014	(0.73)	85
97	582	0.0050	0.008	0.899	-	-	0.694	0.008	0.003	0.01	0.012	343.4	0.014	(0.78)	84
98	588	0.0060	0.010	0.909	-	-	0.703	0.009	0.004	0.01	0.012	347.7	0.014	(0.79)	84
99	594	0.0050	0.008	0.917	-	-	0.710	0.008	0.003	0.01	0.012	351.9	0.014	(0.79)	83
100	600	0.0050	0.008	0.925	-	-	0.718	0.008	0.003	0.01	0.011	355.8	0.014	(0.93)	82
101	606	0.0050	0.008	0.933	-	-	0.726	0.008	0.003	0.01	0.011	359.7	0.014	(1.11)	81
102	612	0.0050	0.008	0.941	-	-	0.734	0.008	0.003	0.01	0.011	363.6	0.014	(1.15)	80
103	618	0.0050	0.008	0.949	-	-	0.741	0.008	0.003	0.01	0.011	367.5	0.014	(1.16)	78
104	624	0.0040	0.006	0.955	-	-	0.748	0.006	0.002	0.01	0.010	371.0	0.014	(1.31)	77
105	630	0.0050	0.008	0.963	-	-	0.755	0.008	0.003	0.01	0.010	374.5	0.014	(1.49)	76
106	636	0.0050	0.008	0.971	-	-	0.763	0.008	0.003	0.01	0.010	378.3	0.014	(1.39)	74
107	642	0.0040	0.006	0.978	-	-	0.769	0.006	0.002	0.01	0.010	381.9	0.014	(1.36)	73
108	648	0.0050	0.008	0.986	-	-	0.777	0.008	0.003	0.01	0.010	385.4	0.014	(1.50)	71
109	654	0.0050	0.008	0.994	-	-	0.785	0.008	0.003	0.01	0.011	389.2	0.014	(1.39)	70
110	660	0.0040	0.006	1.000	-	-	0.791	0.006	0.002	0.01	0.010	392.7	0.014	(1.36)	69
111	666	0.0040	0.006	1.006	-	-	0.797	0.006	0.002	0.01	0.009	395.9	0.014	(1.64)	67
112	672	0.0050	0.008	1.014	-	-	0.805	0.008	0.003	0.01	0.010	399.4	0.014	(1.71)	65
113	678	0.0040	0.006	1.021	-	-	0.811	0.006	0.002	0.01	0.010	402.8	0.014	(1.58)	64
114	684	0.0040	0.006	1.027	-	-	0.817	0.006	0.002	0.01	0.009	406.0	0.014	(1.69)	62
115	690	0.0040	0.006	1.034	-	-	0.824	0.006	0.002	0.01	0.009	409.2	0.014	(1.86)	60
116	696	0.0040	0.006	1.040	-	-	0.830	0.006	0.002	0.01	0.009	412.3	0.014	(1.91)	58
117	702	0.0040	0.006	1.046	-	-	0.836	0.006	0.002	0.01	0.009	415.4	0.014	(1.92)	56
118	708	0.0040	0.006	1.053	-	-	0.842	0.006	0.002	0.01	0.009	418.5	0.014	(1.92)	54
119	714	0.0030	0.005	1.058	-	-	0.847	0.005	0.002	0.01	0.008	421.3	0.014	(2.06)	52
120	720	0.0040	0.006	1.064	-	-	0.853	0.006	0.002	0.01	0.008	424.0	0.014	(2.25)	50
121	726	0.0040	0.006	1.070	-	-	0.859	0.006	0.002	0.01	0.008	427.1	0.014	(2.14)	48
122	732	0.0030	0.005	1.075	-	-	0.864	0.005	0.002	0.01	0.008	429.9	0.014	(2.12)	46
123	738	0.0040	0.006	1.082	-	-	0.870	0.006	0.002	0.01	0.008	432.6	0.014	(2.26)	44
124	744	0.0040	0.006	1.088	-	-	0.876	0.006	0.002	0.01	0.008	435.6	0.014	(2.15)	41
125	750	0.0040	0.006	1.094	-	-	0.883	0.006	0.002	0.01	0.009	438.7	0.014	(1.97)	40
126	756	0.0040	0.006	1.101	-	-	0.889	0.006	0.002	0.01	0.009	441.8	0.014	(1.93)	38
127	762	0.0030	0.005	1.106	-	-	0.894	0.005	0.002	0.01	0.008	444.7	0.014	(2.06)	36
128	768	0.0040	0.006	1.112	-	-	0.900	0.006	0.002	0.01	0.008	447.4	0.014	(2.24)	33
129	774	0.0030	0.005	1.117	-	-	0.904	0.005	0.002	0.01	0.008	450.1	0.014	(2.28)	31
130	780	0.0040	0.006	1.123	-	-	0.911	0.006	0.002	0.01	0.008	452.9	0.014	(2.29)	29
131	786	0.0040	0.006	1.130	-	-	0.917	0.006	0.002	0.01	0.008	455.9	0.014	(2.15)	27
132	792	0.0030	0.005	1.134	-	-	0.922	0.005	0.002	0.01	0.008	458.7	0.014	(2.11)	24
133	798	0.0040	0.006	1.141	-	-	0.928	0.006	0.002	0.01	0.008	461.4	0.014	(2.25)	22
134	804	0.0040	0.006	1.147	-	-	0.934	0.006	0.002	0.01	0.008	464.5	0.014	(2.14)	20
135	810	0.0030	0.005	1.152	-	-	0.939	0.005	0.002	0.01	0.008	467.3	0.014	(2.11)	18
136	816	0.0030	0.005	1.157	-	-	0.943	0.005	0.002	0.01	0.007	469.7	0.014	(2.39)	16
137	822	0.0040	0.006	1.163	-	-	0.950	0.006	0.002	0.01	0.007	472.4	0.014	(2.47)	13
138	828	0.0030	0.005	1.168	-	-	0.954	0.005	0.002	0.01	0.008	475.1	0.014	(2.34)	11
139	834	0.0040	0.006	1.174	-	-	0.961	0.006	0.003	0.01	0.008	477.8	0.014	(2.30)	8
140	840	0.0030	0.005	1.179	-	-	0.965	0.005	0.002	0.01	0.008	480.6	0.014	(2.30)	6
141	846	0.0030	0.005	1.184	-	-	0.970	0.005	0.002	0.01	0.007	483.0	0.014	(2.44)	4
142	852	0.0040	0.006	1.190	-	-	0.976	0.006	0.003	0.01	0.007	485.7	0.014	(2.48)	1
143	858	0.0030	0.005	1.195	-	-	0.981	0.005	0.002	0.01	0.008	488.4	0.014	(2.34)	-
144	864	0.0030	0.005	1.200	-	-	0.986	0.005	0.002	0.01	0.007	490.8	0.007	(1.15)	-
145	870	0.0040	0.006	1.206	-	-	0.992	0.006	0.003	0.01	0.007	493.5	0.007	-	-
146	876	0.0030	0.005	1.211	-	-	0.997	0.005	0.002	0.01	0.008	496.2	0.008	-	-
147	882	0.0030	0.005	1.216	-	-	1.001	0.005	0.002	0.01	0.007	498.7	0.007	-	-
148	888	0.0040	0.006	1.222	-	-	1.008	0.006	0.003	0.01	0.007	501.3	0.007	-	-
149	894	0.0030	0.005	1.227	-	-	1.012	0.005	0.002	0.01	0.008	504.0	0.008	-	-
150	900	0.0030	0.005	1.232	-	-	1.017	0.005	0.002	0.01	0.007	506.5	0.007	-	-
151	906	0.0030	0.005	1.237	-	-	1.022	0.005	0.002	0.01	0.007	508.9	0.007	-	-
152	912	0.0040	0.006	1.243	-	-	1.028	0.006	0.003	0.01	0.007	511.5	0.007	-	-
153	918	0.0030	0.005	1.248	-	-	1.033	0.005	0.002	0.01	0.008	514.2	0.008	-	-
154	924	0.0030	0.005	1.253	-	-	1.037	0.005	0.002	0.01	0.007	516.7	0.007	-	-
155	930	0.0030	0.005	1.258	-	-	1.042	0.005	0.002	0.01	0.007	519.0	0.007	-	-
156	936	0.0030	0.005	1.262	-	-	1.047	0.005	0.002	0.01	0.007	521.4	0.007	-	-
157	942	0.0040	0.006	1.269	-	-	1.053	0.006	0.003	0.01	0.007	524.0	0.007	-	-
158	948	0.0030	0.005	1.274	-	-	1.058	0.005	0.002	0.01	0.008	526.6	0.008	-	-
159	954	0.0030	0.005	1.278	-	-	1.062	0.005	0.002	0.01	0.007	529.2	0.007	-	-
160	960	0.0030	0.005	1.283	-	-	1.067	0.005	0.002	0.01	0.007	531.6	0.007	-	-
161	966	0.0030	0.005	1.288	-	-	1.072	0.005	0.002	0.01	0.007	533.9	0.007	-	-
162	972	0.0030	0.005	1.293	-	-	1.077	0.005	0.002	0.01	0.007	536.3	0.007	-	-
163	978	0.0030	0.005	1.298	-	-	1.081	0.005	0.002	0.01	0.007	538.6	0.007	-	-
164	984	0.0030	0.005	1.302	-	-	1.086	0.005	0.002	0.01	0.007	541.0	0.007	-	-
165	990	0.0030	0.005	1.307	-	-	1.091	0.005	0.002	0.01	0.007	543.4	0.007	-	-
166	996	0.0030	0.005	1.312	-	-	1.095	0.005	0.002	0.01	0.007	545.7	0.007	-	-
167	1002	0.0030	0.005	1.317	-	-	1.100	0.005	0.002	0.01	0.007	548.1	0.007	-	-
168	1008	0.0030	0.005	1.322	-	-	1.105	0.005	0.002	0.01	0.007	550.4	0.007	-	-
169	1014	0.0030	0.005	1.326	-	-	1.109	0.005	0.002	0.01	0.007	552.8	0.007	-	-
170	1020	0.0030	0.005	1.331	-	-	1.114	0.005	0.002	0.01	0.007	555.1	0.007	-	-
171	1026	0.0030	0.005	1.336	-	-	1.119	0.005	0.002	0.01	0.007	557.5	0.007	-	-

Area 3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	-	-	1.124	0.005	0.002	0.01	0.007	559.8	0.007	-	-
173	1038	0.0030	0.005	1.346	-	-	1.128	0.005	0.002	0.01	0.007	562.2	0.007	-	-
174	1044	0.0030	0.005	1.350	-	-	1.133	0.005	0.002	0.01	0.007	564.5	0.007	-	-
175	1050	0.0030	0.005	1.355	-	-	1.138	0.005	0.002	0.01	0.007	566.9	0.007	-	-
176	1056	0.0030	0.005	1.360	-	-	1.142	0.005	0.002	0.01	0.007	569.3	0.007	-	-
177	1062	0.0020	0.003	1.363	-	-	1.146	0.003	0.001	0.00	0.006	571.3	0.006	-	-
178	1068	0.0030	0.005	1.368	-	-	1.150	0.005	0.002	0.01	0.006	573.3	0.006	-	-
179	1074	0.0030	0.005	1.373	-	-	1.155	0.005	0.002	0.01	0.006	575.6	0.006	-	-
180	1080	0.0030	0.005	1.378	-	-	1.160	0.005	0.002	0.01	0.006	577.9	0.006	-	-
181	1086	0.0030	0.005	1.382	-	-	1.164	0.005	0.002	0.01	0.007	580.3	0.007	-	-
182	1092	0.0020	0.003	1.386	-	-	1.168	0.003	0.001	0.00	0.006	582.3	0.006	-	-
183	1098	0.0030	0.005	1.390	-	-	1.172	0.005	0.002	0.01	0.006	584.3	0.006	-	-
184	1104	0.0030	0.005	1.395	-	-	1.177	0.005	0.002	0.01	0.006	586.6	0.006	-	-
185	1110	0.0030	0.005	1.400	-	-	1.182	0.005	0.002	0.01	0.006	588.9	0.006	-	-
186	1116	0.0020	0.003	1.403	-	-	1.185	0.003	0.001	0.00	0.006	591.0	0.006	-	-
187	1122	0.0030	0.005	1.408	-	-	1.190	0.005	0.002	0.01	0.006	593.0	0.006	-	-
188	1128	0.0030	0.005	1.413	-	-	1.194	0.005	0.002	0.01	0.006	595.2	0.006	-	-
189	1134	0.0020	0.003	1.416	-	-	1.197	0.003	0.001	0.00	0.006	597.3	0.006	-	-
190	1140	0.0030	0.005	1.421	-	-	1.202	0.005	0.002	0.01	0.006	599.3	0.006	-	-
191	1146	0.0030	0.005	1.426	-	-	1.207	0.005	0.002	0.01	0.006	601.5	0.006	-	-
192	1152	0.0020	0.003	1.429	-	-	1.210	0.003	0.001	0.00	0.006	603.6	0.006	-	-
193	1158	0.0030	0.005	1.434	-	-	1.215	0.005	0.002	0.01	0.006	605.5	0.006	-	-
194	1164	0.0020	0.003	1.437	-	-	1.218	0.003	0.001	0.00	0.005	607.5	0.005	-	-
195	1170	0.0030	0.005	1.442	-	-	1.223	0.005	0.002	0.01	0.005	609.5	0.005	-	-
196	1176	0.0030	0.005	1.446	-	-	1.227	0.005	0.002	0.01	0.006	611.8	0.006	-	-
197	1182	0.0020	0.003	1.450	-	-	1.231	0.003	0.001	0.00	0.006	613.8	0.006	-	-
198	1188	0.0030	0.005	1.454	-	-	1.235	0.005	0.002	0.01	0.006	615.8	0.006	-	-
199	1194	0.0020	0.003	1.458	-	-	1.238	0.003	0.001	0.00	0.005	617.8	0.005	-	-
200	1200	0.0030	0.005	1.462	-	-	1.243	0.005	0.002	0.01	0.005	619.7	0.005	-	-
201	1206	0.0020	0.003	1.466	-	-	1.246	0.003	0.001	0.00	0.005	621.7	0.005	-	-
202	1212	0.0030	0.005	1.470	-	-	1.251	0.005	0.002	0.01	0.005	623.7	0.005	-	-
203	1218	0.0020	0.003	1.474	-	-	1.254	0.003	0.001	0.00	0.005	625.6	0.005	-	-
204	1224	0.0020	0.003	1.477	-	-	1.257	0.003	0.001	0.00	0.005	627.3	0.005	-	-
205	1230	0.0030	0.005	1.482	-	-	1.262	0.005	0.002	0.01	0.005	629.2	0.005	-	-
206	1236	0.0020	0.003	1.485	-	-	1.265	0.003	0.001	0.00	0.005	631.1	0.005	-	-
207	1242	0.0030	0.005	1.490	-	-	1.270	0.005	0.002	0.01	0.005	633.1	0.005	-	-
208	1248	0.0020	0.003	1.493	-	-	1.273	0.003	0.001	0.00	0.005	635.1	0.005	-	-
209	1254	0.0020	0.003	1.496	-	-	1.276	0.003	0.001	0.00	0.005	636.8	0.005	-	-
210	1260	0.0030	0.005	1.501	-	-	1.281	0.005	0.002	0.01	0.005	638.7	0.005	-	-
211	1266	0.0020	0.003	1.504	-	-	1.284	0.003	0.001	0.00	0.005	640.6	0.005	-	-
212	1272	0.0020	0.003	1.507	-	-	1.287	0.003	0.001	0.00	0.005	642.3	0.005	-	-
213	1278	0.0030	0.005	1.512	-	-	1.292	0.005	0.002	0.01	0.005	644.2	0.005	-	-
214	1284	0.0020	0.003	1.515	-	-	1.295	0.003	0.001	0.00	0.005	646.1	0.005	-	-
215	1290	0.0020	0.003	1.518	-	-	1.298	0.003	0.001	0.00	0.005	647.8	0.005	-	-
216	1296	0.0030	0.005	1.523	-	-	1.303	0.005	0.002	0.01	0.005	649.7	0.005	-	-
217	1302	0.0020	0.003	1.526	-	-	1.306	0.003	0.001	0.00	0.005	651.6	0.005	-	-
218	1308	0.0020	0.003	1.530	-	-	1.309	0.003	0.001	0.00	0.005	653.3	0.005	-	-
219	1314	0.0020	0.003	1.533	-	-	1.312	0.003	0.001	0.00	0.004	654.9	0.004	-	-
220	1320	0.0020	0.003	1.536	-	-	1.316	0.003	0.001	0.00	0.004	656.5	0.004	-	-
221	1326	0.0021	0.003	1.539	-	-	1.319	0.003	0.001	0.00	0.004	658.1	0.004	-	-
222	1332	0.0020	0.003	1.543	-	-	1.322	0.003	0.001	0.00	0.004	659.7	0.004	-	-
223	1338	0.0020	0.003	1.546	-	-	1.325	0.003	0.001	0.00	0.004	661.3	0.004	-	-
224	1344	0.0020	0.003	1.549	-	-	1.328	0.003	0.001	0.00	0.004	662.9	0.004	-	-
225	1350	0.0020	0.003	1.552	-	-	1.332	0.003	0.001	0.00	0.004	664.5	0.004	-	-
226	1356	0.0020	0.003	1.555	-	-	1.335	0.003	0.001	0.00	0.004	666.0	0.004	-	-
227	1362	0.0020	0.003	1.559	-	-	1.338	0.003	0.001	0.00	0.004	667.6	0.004	-	-
228	1368	0.0020	0.003	1.562	-	-	1.341	0.003	0.001	0.00	0.004	669.2	0.004	-	-
229	1374	0.0020	0.003	1.565	-	-	1.344	0.003	0.001	0.00	0.004	670.8	0.004	-	-
230	1380	0.0020	0.003	1.568	-	-	1.347	0.003	0.001	0.00	0.004	672.3	0.004	-	-
231	1386	0.0020	0.003	1.571	-	-	1.350	0.003	0.001	0.00	0.004	673.9	0.004	-	-
232	1392	0.0020	0.003	1.575	-	-	1.354	0.003	0.001	0.00	0.004	675.5	0.004	-	-
233	1398	0.0020	0.003	1.578	-	-	1.357	0.003	0.001	0.00	0.004	677.1	0.004	-	-
234	1404	0.0020	0.003	1.581	-	-	1.360	0.003	0.001	0.00	0.004	676.7	0.004	-	-
235	1410	0.0020	0.003	1.584	-	-	1.363	0.003	0.001	0.00	0.004	680.2	0.004	-	-
236	1416	0.0020	0.003	1.587	-	-	1.366	0.003	0.001	0.00	0.004	681.8	0.004	-	-
237	1422	0.0020	0.003	1.591	-	-	1.369	0.003	0.001	0.00	0.004	883.4	0.004	-	-
238	1428	0.0020	0.003	1.594	-	-	1.373	0.003	0.001	0.00	0.004	685.0	0.004	-	-
239	1434	0.0020	0.003	1.597	-	-	1.376	0.003	0.001	0.00	0.004	686.5	0.004	-	-
240	1440	0.0020	0.003	1.600	-	-	1.379	0.003	0.001	0.00	0.004	688.1	0.004	-	-

Area 3

Storm: 25yr 3hr

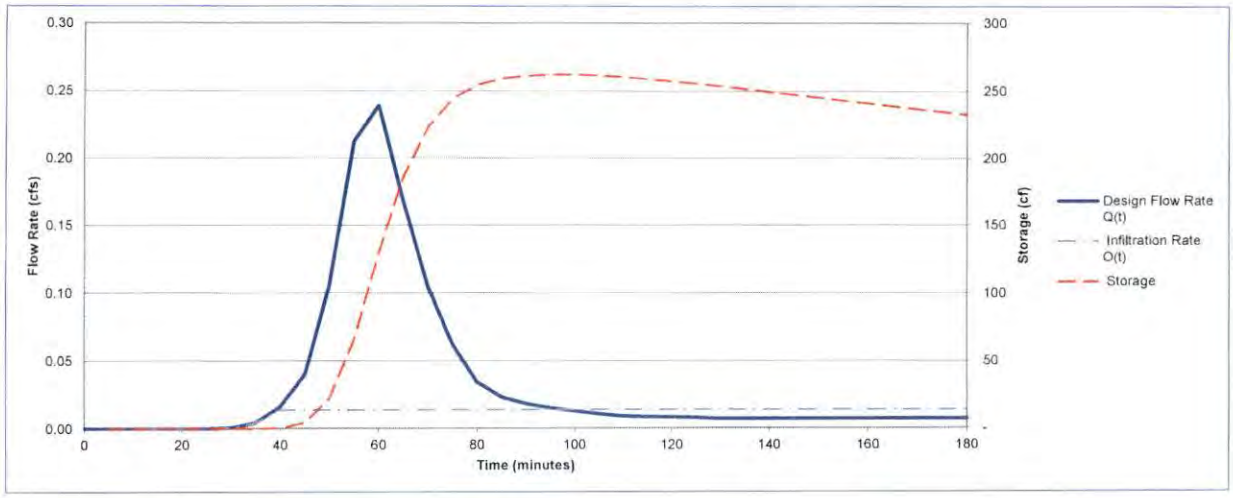
Short Duration Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	0.34	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr3hr =	0.92	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	5	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	5	minutes	w =	0.333	
Infiltration Rate =	0.0140	cfs			

Summary

Peak Design Flow =	0.239	cfs
Required Storage =	262	cf
Peak Hour Runoff =	313	cf

Pervious Area:	A_{perv}=	0.21	acres	CN_{perv} =	39	S_{perv} =	15.64	$0.2*S_{perv}$ =	3.13
Impervious Area:	A_{imp}=	0.14	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution - Short Duration Storm from Table 4.2.4
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area If $P \le 0.2*S_{perv}$, then = 0, otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area If $P \le 0.2S_{imp}$, then = 0, otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A_j \cdot D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 3

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervous Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-			
1	5	0.0047	0.004	0.004	-	-	-	-	-	-	-	-	-	-	-
2	10	0.0047	0.004	0.009	-	-	-	-	-	-	-	-	-	-	-
3	15	0.0057	0.005	0.014	-	-	-	-	-	-	-	-	-	-	-
4	20	0.0104	0.010	0.023	-	-	-	-	-	-	-	-	-	-	-
5	25	0.0123	0.011	0.035	-	-	-	-	-	-	-	-	-	-	-
6	30	0.0236	0.022	0.056	-	-	0.001	0.001	0.000	0.00	0.001	0.2	0.001	-	-
7	35	0.0292	0.027	0.083	-	-	0.007	0.006	0.002	0.01	0.004	1.5	0.004	-	-
8	40	0.0528	0.049	0.132	-	-	0.028	0.021	0.008	0.03	0.016	6.4	0.014	0.37	0.37
9	45	0.0736	0.068	0.200	-	-	0.070	0.041	0.017	0.07	0.040	18.4	0.014	4.28	4.65
10	50	0.1736	0.160	0.359	-	-	0.194	0.125	0.050	0.21	0.106	50.1	0.014	17.65	22.30
11	55	0.2377	0.219	0.578	-	-	0.389	0.195	0.078	0.33	0.213	114.0	0.014	43.58	65.88
12	60	0.1255	0.115	0.694	-	-	0.497	0.108	0.043	0.18	0.239	185.8	0.014	63.65	129.53
13	65	0.0604	0.056	0.749	-	-	0.550	0.053	0.021	0.09	0.169	236.4	0.014	57.06	186.59
14	70	0.0406	0.037	0.786	-	-	0.585	0.036	0.014	0.06	0.105	268.0	0.014	36.95	223.54
15	75	0.0151	0.014	0.800	-	-	0.599	0.013	0.005	0.02	0.062	286.7	0.014	20.94	244.48
16	80	0.0132	0.012	0.813	-	-	0.610	0.012	0.005	0.02	0.035	297.1	0.014	10.33	254.80

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
17	85	0.0113	0.010	0.823	-	-	0.620	0.010	0.004	0.02	0.023	304.1	0.014	4.52	259.32
18	90	0.0104	0.010	0.832	-	-	0.629	0.009	0.004	0.02	0.018	309.7	0.014	2.10	261.42
19	95	0.0085	0.008	0.840	-	-	0.637	0.007	0.003	0.01	0.015	314.3	0.014	0.89	262.31
20	100	0.0075	0.007	0.847	-	-	0.644	0.007	0.003	0.01	0.013	318.2	0.014	0.07	262.38
21	105	0.0057	0.005	0.852	-	-	0.649	0.005	0.002	0.01	0.011	321.4	0.014	(0.62)	261.76
22	110	0.0057	0.005	0.858	-	-	0.654	0.005	0.002	0.01	0.009	324.2	0.014	(1.19)	260.57
23	115	0.0057	0.005	0.863	-	-	0.659	0.005	0.002	0.01	0.009	326.8	0.014	(1.51)	259.05
24	120	0.0057	0.005	0.868	-	-	0.664	0.005	0.002	0.01	0.008	329.3	0.014	(1.62)	257.44
25	125	0.0047	0.004	0.873	-	-	0.668	0.004	0.002	0.01	0.008	331.7	0.014	(1.73)	255.71
26	130	0.0047	0.004	0.877	-	-	0.672	0.004	0.002	0.01	0.007	333.9	0.014	(1.91)	253.80
27	135	0.0047	0.004	0.881	-	-	0.676	0.004	0.002	0.01	0.007	336.0	0.014	(2.04)	251.76
28	140	0.0047	0.004	0.885	-	-	0.680	0.004	0.002	0.01	0.007	338.1	0.014	(2.09)	249.67
29	145	0.0047	0.004	0.890	-	-	0.684	0.004	0.002	0.01	0.007	340.1	0.014	(2.10)	247.57
30	150	0.0047	0.004	0.894	-	-	0.689	0.004	0.002	0.01	0.007	342.2	0.014	(2.11)	245.46
31	155	0.0047	0.004	0.898	-	-	0.693	0.004	0.002	0.01	0.007	344.3	0.014	(2.11)	243.35
32	160	0.0047	0.004	0.903	-	-	0.697	0.004	0.002	0.01	0.007	346.4	0.014	(2.11)	241.25
33	165	0.0047	0.004	0.907	-	-	0.701	0.004	0.002	0.01	0.007	348.5	0.014	(2.11)	239.14
34	170	0.0047	0.004	0.911	-	-	0.705	0.004	0.002	0.01	0.007	350.6	0.014	(2.11)	237.03
35	175	0.0047	0.004	0.916	-	-	0.709	0.004	0.002	0.01	0.007	352.6	0.014	(2.11)	234.93
36	180	0.0047	0.004	0.920	-	-	0.714	0.004	0.002	0.01	0.007	354.7	0.014	(2.11)	232.82

From: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>
Sent: Thursday, September 15, 2022 1:58 PM
To: Jason Froelich
Cc: Martin Nelson; Brandi Ralston
Subject: RE: 527 e 23rd Subdivision

Hi Jason,

The attached concept is acceptable, and City utilities are available to serve this project. Please make sure when you turn your civil drawing in for review that you include the sewer force main located in S Gum St. as well. Also, please remember that the developer will need to have an Outside Utility Agreement recorded with the County before any construction permits can be issued by the City of Kennewick. Our permit tech will prepare one when the drawings are submitted for review, but the last couple of projects in the County have been held up due to this agreement. If you need anything else, please let me know.

Thanks!

Kristin Stowe
City of Kennewick
Public Works Department
Engineering Tech II
O: 509.585.4349 | C: 509.727.1310
kristin.stowe@ci.kennewick.wa.us

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From: Jason Froelich <jason@harmsengineering.com>
Sent: Thursday, September 15, 2022 11:17 AM
To: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>
Cc: Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>
Subject: RE: 527 e 23rd Subdivision

Hi Kristin,

Per our discussion, I've attached an updated version of the preliminary layout for this project. In your previous email you mentioned we have approval to connect to the water but it looks like you forgot to mention the sewer. We'll need written approval for both according to the county's preliminary plat application letter. If the attached looks acceptable in concept, please confirm we can connect to both utilities (using the City's permitting process) so that I can use your email as written approval.

Thanks again!

Jason Froelich, PE
Civil Engineer

HARMS ENGINEERING, INC. | WE KEEP IT CIVIL

1632 W Sylvester Street, Pasco WA 99301 | (o) 509.547.2679 (m) 509.554.9326 | HarmsEngineering.com

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From: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>
Sent: Tuesday, May 10, 2022 2:00 PM
To: Jason Froelich <jason@harmsengineering.com>
Cc: Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>
Subject: RE: 527 e 23rd Subdivision

Hi Jason,

The way you proposed the water connection on your drawing would suffice for the City. The water main in S Gum St. is the closest to this property. Any frontage requirements would come from the County since both the roads and parcel are County owned. We would like to mention that it is common for most subdivisions in the UGA to have City standard roads, but that is up to the County and the developer.

Thanks!

Kristin Stowe
City of Kennewick
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kristin.stowe@ci.kennewick.wa.us

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From: Jason Froelich <jason@harmsengineering.com>
Sent: Tuesday, May 10, 2022 10:30 AM
To: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>; Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>
Subject: 527 e 23rd Subdivision

Hi Kristin/Martin,

We're considering doing a subdivision at this property. We'd get DPWs for sewer/water since it's in the county. See attached. It looks like there isn't any water main on 23rd. Would we need to loop our extension over to gum? If so, would frontage improvements be required? The owner may just do a well/wells for water, we're considering loptions at this point.

Received 10-10-22
Benton County
Planning Division

Christy Batayola

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Civil Engineer

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Received 10-10-22
Benton County
Planning Division

Christy Batayola

From: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>
Sent: Monday, October 10, 2022 3:20 PM
To: Christy Batayola
Cc: Jeremy Lustig; Danielle Pook; Caleb Shannon; Martin Nelson
Subject: RE: Desert Pines - Utility Connections for County Subdivision (HEI 22-053)
Attachments: RE: 527 e 23rd Subdivision

Hi Christy,

Attached is the email that I sent Jason with approval of the previous concept submitted. Your revision of the sewer extending in E 23rd Ave is also acceptable. Jason had stated that he just needed an email with City approval, but if the County requires a formal letter just let me know.

Thanks!

Kristin Stowe
City of Kennewick
Public Works Department
Engineering Tech II
O: 509.585.4349 | C: 509.727.1310
kristin.stowe@ci.kennewick.wa.us

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From: Christy Batayola <christine@harmsengineering.com>
Sent: Monday, October 10, 2022 1:47 PM
To: Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>
Cc: Kristin Stowe <Kristin.Stowe@ci.kennewick.wa.us>; Jeremy Lustig <Jeremy.Lustig@ci.kennewick.wa.us>; Danielle Pook <danielle@harmsengineering.com>; Caleb Shannon <Caleb.Shannon@ci.kennewick.wa.us>
Subject: Desert Pines - Utility Connections for County Subdivision (HEI 22-053)

Martin,

Jason has left Harms Engineering and I am trying to get a proposed preliminary plat on E 23rd Ave. (west of S Gum St.) that he was working on submitted to the County. The property is within the City's UGA and we propose to connect to City of Kennewick water and sewer, both of which are in Gum St. I think Jason was coordinating with the City on utility connections and got the preliminary approval, but I am not sure who he worked with and I don't see a preliminary approval letter in our project folder.

I have updated the preliminary utility plan to connect to sewer through E 23rd rather than the easement across parcel 107803013688001 due to elevations. Sewer gets pretty shallow if we connect through that parcel. Water is proposed to connect through that parcel.

Could you please take a look at the proposed utility plan and provide a letter or other form of approval we can submit with our preliminary plat application?

Christy Batayola, PE

President

HARMS ENGINEERING, INC. | WE KEEP IT CIVIL

1632 W Sylvester Street, Pasco WA 99301 | (o) 509.547.2679 (m) 509.308.0805 | HarmsEngineering.com

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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

SEPA ENVIRONMENTAL CHECKLIST

File No. EA **2022-041**

Received 10-10-22
Benton County
Planning Division

A. BACKGROUND

1. Name of proposed project, if applicable: E 23rd Plat **Desert Pine Subdivision** djh

2. Name of applicant: Jason Froelich (Harms Engineering)

3. Address and phone number of applicant and contact person: 1632 W Sylvester Street, Pasco, WA 99301, (509) 547-2679

4. Date checklist prepared: 08/28/2022

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): None

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
None currently.

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. BFHD Long Plat Review

10. List any government approvals or permits that will be needed for your proposal, if known.
City of Kennewick Civil Plan Review. Board of County Commissioners Approval djh

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.
The project is proposing to subdivide the 4.08 acre lot into 12 lots for future development.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. The project is located north of E 23rd Street and in between S Gum Street and S Beech Street in Benton County at 527 E 23rd Street. It is also a portion of the 1/4 of SE 1/4 of Section 07, Township 08 North, Range 30 East, W.M. 107803000009000 djh

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)? The site is relatively flat with a max slope of 7%.

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.

Quincy loamy sand per NRCS custom soil resource report.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No indications of unstable soils.

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.

Erosion could occur from wind during the construction process.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Approximately 21,000 sf of asphalt impervious surfaces will be constructed.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: _____

None.

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. _____

None.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
None known.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

None.

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. The nearest surface water bodies are irrigation canals.

There is a CID canal 0.6 miles to the northeast and a KID canal 0.4 miles to the southwest.

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.

None per FEMA flood maps.

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.
None.

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. Runoff will be generated by the proposed road and will be infiltrated via swales.

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: Keep stormwater on-site and follow the requirements of the Eastern Washington Stormwater Manual.

4. Plants

a. Check the types of vegetation found on the site:

____ Deciduous tree *(alder, maple, aspen, other)*
____ Evergreen tree *(fir, cedar, pine, other)*
x Shrubs
x Grass
____ Pasture
____ Crop or grain
____ Orchards, vineyards or other permanent crops
____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
____ Water plants *(water lily, eelgrass, milfoil, other)*
____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Native grasses and shrubs.

c. List threatened and endangered species known to be on or near the site.

None known per the Washington Department of Natural Resources.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: None.

e. List all noxious weeds and invasive species known to be on or near the site.

None according to the Washington State Noxious Weed Data Viewer.

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 according to the Washington Department of Fish and Wildlife.

c. Is the site part of a migration route? If so, explain.

Yes, the area is a part of the Pacific Flyway.

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 per the WDFW PHS on the web.

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.

Electricity for lights.

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:

None.

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.

None known.

1) Describe any known or possible contamination at the site from present or past uses.

None known.

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 known.

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.

Fire, ambulance, police.

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. Noise from trucks entering and leaving the site during construction.

These noises would occur during regular business hours.

3) Proposed measures to reduce or control noise impacts, if any:

None.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. The site is formerly the site of a single family residence. Nearby properties are existing single family residences.

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? None known.

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? None.

e. What is the current zoning classification of the site? The current zoning is UGAR.

f. What is the current comprehensive plan designation of the site? Low Density Residential (COK).

g. If applicable, what is the current shoreline master program designation of the site? None.

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? None.

j. Approximately how many people would the completed project displace? None.

k. Proposed measures to avoid or reduce displacement impacts, if any: None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: None.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: None.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. 15 middle income housing units.

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? N/A.

b. What views in the immediate vicinity would be altered or obstructed? None.

c. Proposed measures to reduce or control aesthetic impacts, if any: None.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

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? Washington Elementary School and associated outdoor recreational equipment is .4 mi to the east.

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. None according to the DAHP WISAARD System.

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.

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.

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. If any items of historic, cultural, or archaeological significance are uncovered work will be stopped, appropriate authorities notified.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. The site is served by E 23rd Street off Gum Street.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The nearest Ben Franklin Bus Stop is located approximately 0.8 miles away at the intersection of 10th and Gum Street.

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). A public road will be constructed through the site to serve the new lots.

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? None.

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:

None.

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.

Yes, more activity on site would increase general public service needs.

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 sites' well and septic services will be replaced with COK domestic sewer & water.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Name of Signee Jason Froelich

Position and Agency/Organization Civil Engineer (Harms Engineering

Date Submitted: 09/06/2022

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? The proposal would not increase discharge to water, emissions to air, production, storage, or release of toxic or hazardous substances, or production of noise.

a. Proposed measures to avoid or reduce such increases are: None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? The proposal would not affect plants, animals, fish or marine life.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: None.

3. How would the proposal be likely to deplete energy or natural resources? The project would use more energy because it would serve additional houses.

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? No environmentally sensitive areas would be affected.

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? This proposal would not affect shoreline use.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
None.

a. Proposed measures to reduce or respond to such demand(s) are: None at this time.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. No conflicts known.

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the City can identify a project's potential impacts (if any) on salmonids that have been listed as "threat ened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environmental in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide additional information. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be?
   Yes _X_ No___
Please Describe.

2. Has there ever been an ESA listed salmonid stock present in this watershed?
   Yes _X_ No___
Please Describe.

NOTE: Kennewick is located in the upper Mid-Columbia watershed. Salmonids are present in the watershed - questions no. 1 and no. 2 already answered "yes". Questions A-1 and A-2 are also answered.

PROJECT SPECIFIC: The questions in this section are specific to the project and vicinity.

A1. Name of watershed: Upper Mid-Columbia

A2. Name of nearest waterbody: Columbia River

A3. What is the distance from this project to the nearest body of water?

The project is 1.72 miles from the Columbia River.

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

Residential and commercial.

A5. What percentage of the project will be impervious surface (including pavement & roof area)?

12%

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of

a. Surface water? Yes____ No✔____
Amount
Name of surface water body

b. Ground water? Yes____ No✔____
Amount
From Where
Depth of well

B2. Will any water be rerouted? Yes_____ No✔_____
If yes, will this require a channel change?

B3. Will there be retention ponds? Yes_____ No✔_____
If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

If to a surface water discharge, please give the name of the waterbody.

B4. Will this project require the building of new roads? (Increased road mileage may affect the timing of water reaching a stream and may, thus, impact fish habitat.)

No.

B5. Are culverts proposed as part of this project? Yes ____ No ✔____

B6. Are stormwater drywells proposed as part of this project? Yes ____ No✔____

B7. Will topography changes affect the duration/direction of runoff flows? Yes ____ No ✔

If yes describe the changes.

B8. Will the project involve any reduction of a floodway or floodplain by filling or other partial blockage of flows? Yes_____ No ✔

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Degraded water quality can affect listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Will your project either reduce or increase shade along or over a waterbody?
Yes ____ No ✔ (Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.)

C2. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
Yes ____ No ✔

C3. Will turbidity (dissolved or partially dissolved sediment load) be increased because of construction of the project or during operation of the project? (In-water or near water work will often increase turbidity.)
Yes ____ No ✔

C4. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots?
Yes ____ No ✔
Please Describe.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, which can impact listed species.

D1. Will the project involve the removal of any vegetation from the stream banks?
YES ____ NO ✔

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? YES ____ NO ✔

If yes, what types of plants will you use?

E. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand the City is relying on them to make its decision.

Signature _____ Date 9/06/22

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 Application - Optional DNS Process

Benton County has received a preliminary plat application and environmental checklist for the following project:

Date of permit application: **October 11, 2022**
Date of determination of completeness: **October 13, 2022**
Date of Notice of Application: **October 17, 2022**
Comment due date: **14 days from publication of this notice**
Date of Notice of Application Publication: **October 26, 2022**

Agency Contact: Michelle Cooke, Benton County Planning Manager
michelle.cooke@co.benton.wa.us (509) 786-5612

Agency File Number(s): SUB 2022-003 and EA 2022-041

Project Description: The preliminary plat of Desert Pines for a subdivision of 4.08 acres into 12 lots with the largest lot area being approximately 20,529 sq feet and the smallest lot area being 7,501 sf.

Project Location: The site is located west of Gum Street along the north side of E. 23rd Avenue near site address 527 E 23rd Avenue, Kennewick in the northwest quarter of the southwest quarter of Section 7, Township 8 North, Range 30 W. M. (Parcel Number 107803000009000)

Project Applicant: Marina Infante & Lucio Mendoza, 2023212 E SR 397, Kennewick, WA 99337

SEPA Environmental Review: The Benton County Planning Division has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted 14 days from date of publication to the Benton County Planning Division, P.O. Box 910, Prosser, WA 99350. Any information submitted to Benton County is subject to the 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.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Benton County Code, including BCC Title 15 CAO, BCC Title 6.35 SEPA, Comprehensive Plan, BCC Title 9-Subdivision Regulations, BCC Title 11-Zoning Regulations, Department of Ecology, and the SEPA Environmental Checklist, dated April 15, 2022.

Other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:
Benton County Building Division Grading Permit and other forms, reports, or approvals as necessary.

Required Studies:
Unknown at this time.

This project does require an open record hearing before the Planning Commission and a closed record hearing before the Board of County Commissioners. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division at P.O. Box 910, Prosser, WA, or (509) 786-5612.

Dated at Prosser, Washington on this 17th day of October 2022.

Michelle Cooke, Planning Manager
Community Development Department

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

(Optional Method)

Proponent:
Harms Engineering, Inc for Marina Infante/Lucio Mendoza
1632 W Sylvester Street
Pasco, WA 99301

EA 2022-041

Project Description: The preliminary plat of Desert Pines a subdivision of 4.08 acres into 12 lots with an average lot size of 11,321 square feet.

Project Location: The site is located 400 feet west of the intersection of S Gum Street and E 23rd Avenue on the west one half of the southeast quarter of the northeast quarter of the southwest quarter except the west 208.71 feet of the south 208.71 feet thereof, in Section 07, Township 08 North, Range 30 East, W.M. in Kennewick, WA on parcel number 107803000009000.

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 after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Administrative appeals of threshold determinations of non-significance (DNS) are not allowed.

SEPA Responsible Official: Michelle Cooke
Position/Title: Planning Manager
Address: P.O. Box 910, Prosser WA 99350

Date: November 14, 2022

Michelle L. Cooke, Planning Manager
Community Development Department

DISTRIBUTION:

Applicant	Media
Benton Clean Air Authority	WA State Dept. of Archaeology & Historic Preservation
Benton County Building Department	WA State Department of Ecology
Benton County Fire Marshal	WA State Department of Fish and Wildlife
Benton County Road Department	WA State Department of Health
Benton-Franklin Health District	WA State Department of Natural Resources
Benton Irrigation District	WA State Department of Transportation
Bureau of Land Management	Yakima Indian Nation
Bureau of Reclamation	Confederated Tribes of the Umatilla
City of Kennewick	Columbia Irrigation District
Environmental Review Inc.	
Fire District #1	
Futurewise	

Donna Hutchinson

From: JoDee Peyton <Jodeer@bfhd.wa.gov>
Sent: Wednesday, October 19, 2022 4:20 PM
To: Donna Hutchinson
Subject: [EXTERNAL] Desert Pines Subdivision - SEPA #202205220

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.

This office has reviewed the above referenced proposal and has no objections provided municipal services, such as sewer and water, are provided to the proposed lots.

In an effort to promote active lifestyles, we would encourage you to consider and coordinate the development of safe bicycle paths, the adoption of zoning rules favoring sidewalks in residential and commercial areas, traffic-free areas and traffic patterns that encourage people to walk, measures to ensure safe streets, and incentives to encourage the public to use mass transit rather than private cars, in this and in all future developments within the City of Kennewick.

If you have any questions, please contact me at the Kennewick Health Office, phone 460-4318.

Please feel free to contact me with any concerns or questions.

JoDee A. Peyton, EHS II, Lead
Environmental Health Specialist
Land Use, Sewage and Water Section

Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, WA 99336
p: 509.460.4318
Pronouns: she/her
www.bfhd.wa.gov jodeer@bfhd.wa.gov

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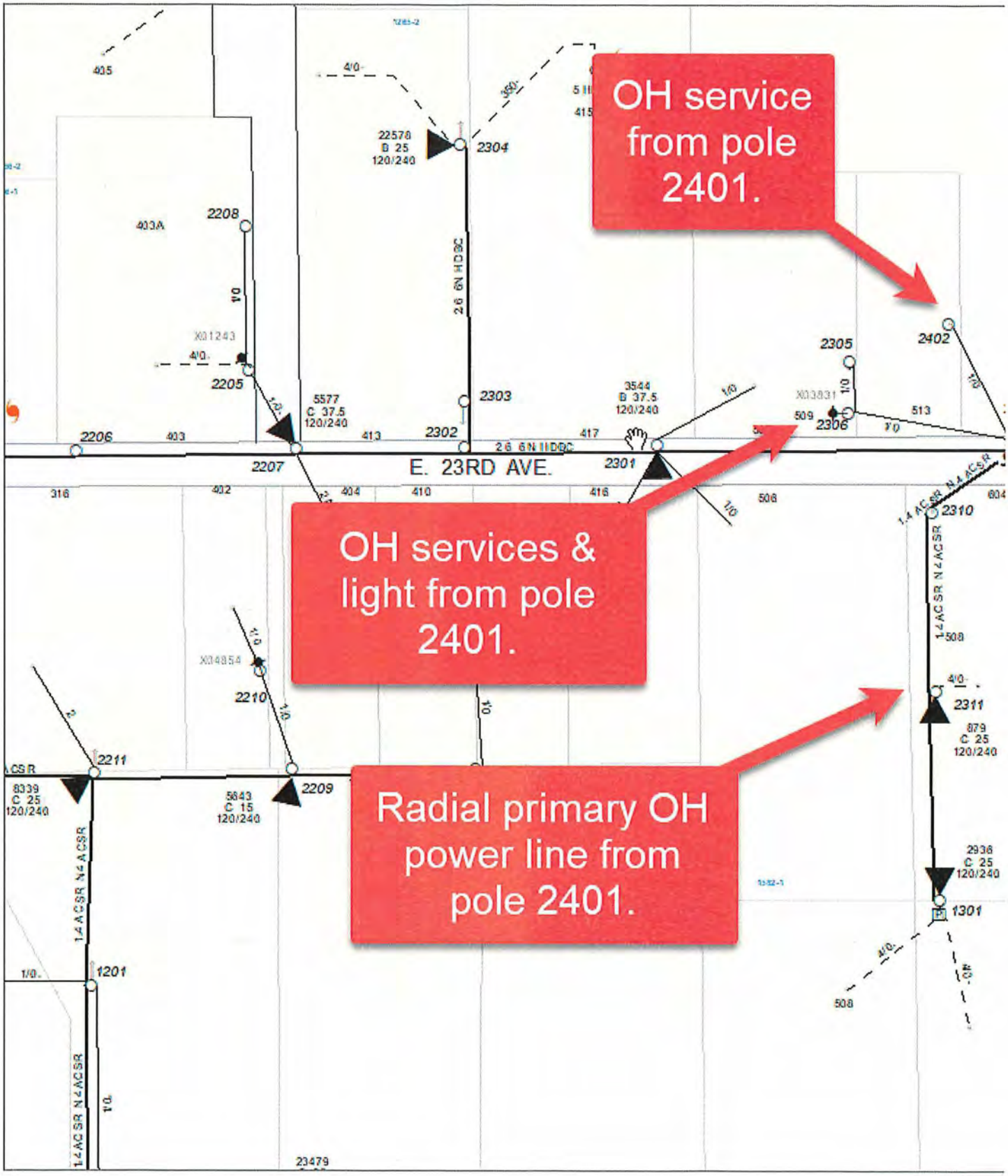
Donna Hutchinson

From: Chad Brooks <brooksc@bentonpud.org>
Sent: Wednesday, October 26, 2022 7:56 AM
To: Christy Batayola
Subject: RE: [E] SUB 2022-003 Desert Pines Agency Review
Attachments: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Christy,

Moving the pole will be expensive and difficult to make all the existing still work. Other thing is that pole is also full and cannot take another power drop from it to serve the subdivision. Below is a screen shot of the BPUD map. Also attached email sent to Jason back in July.



Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175

Direct # (509)582-1233

From: Christy Batayola <christine@harmsengineering.com>
Sent: Tuesday, October 25, 2022 7:51 AM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] SUB 2022-003 Desert Pines Agency Review

Hi Chad. Jason is no longer at Harms so this is one of his projects I'm taking over. He and I had talked a bit about the pole currently located along E 23rd Ave. That street is a County Rd. and I don't know if the county will make widening that street a condition of approval or not. It will be within the right of way. What would it take to move the pole?

Christy Batayola, PE
President

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1632 W Sylvester Street, Pasco WA 99301 | (o) 509.547.2679 (m) 509.308.0805 | HarmsEngineering.com

From: Chad Brooks <brooksc@bentonpud.org>
Sent: Monday, October 24, 2022 3:50 PM
To: Christy Batayola <christine@harmsengineering.com>
Subject: FW: [E] SUB 2022-003 Desert Pines Agency Review

Christy,

Had not heard from Jason for few months on this subdivision and have now received plan review.

He had mentioned that road was possibly widening and the overhead power would need to be rerouted.

Does the road not need widened anymore? Can the existing overhead stay where it is located or does it need moved?

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Chad Brooks
Sent: Monday, October 24, 2022 3:35 PM
To: Jason Froelich <jason@harmsengineering.com>
Subject: FW: [E] SUB 2022-003 Desert Pines Agency Review

Jason,

Does the road not need widened anymore? Can the existing overhead stay where it is located or does it need moved?

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, October 19, 2022 11:58 AM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; City of Kennewick - Brooke Swiney GIS (gis_help@ci.kennewick.wa.us) <gis_help@ci.kennewick.wa.us>; City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <Scott.Szendre@ci.kennewick.wa.us>; City of Kennewick -Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>; City of Kennewick-Joe Seet <Joe.Seet@ci.kennewick.wa.us>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology-Former Orchards SEPA (FormerOrchards@ecy.wa.gov) <FormerOrchards@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Elizabeth Koerner <Elizabeth.Koerner@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; seand@bfhd.wa.gov; Segregations <segregations@co.benton.wa.us>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Chad Brooks <brooksc@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; Nancy Lang <langn@bentonpud.org>; WEBCSR <WEBCSR@bentonpud.org>; J Waddell <waddellj@bentonpud.org>; Marietta Kostenko <kostenkm@bentonpud.org>
Subject: [E] SUB 2022-003 Desert Pines Agency Review

[EXTERNAL EMAIL]

Attached is a packet of materials for Agency Review on SUB 2022-003 Desert Pines Subdivision. This is a 12 lot subdivision on E.E. 23rd Avenue. We would appreciate your review and comments to us by November 3, 2022.

If you have any questions regarding this material please contact our 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 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: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

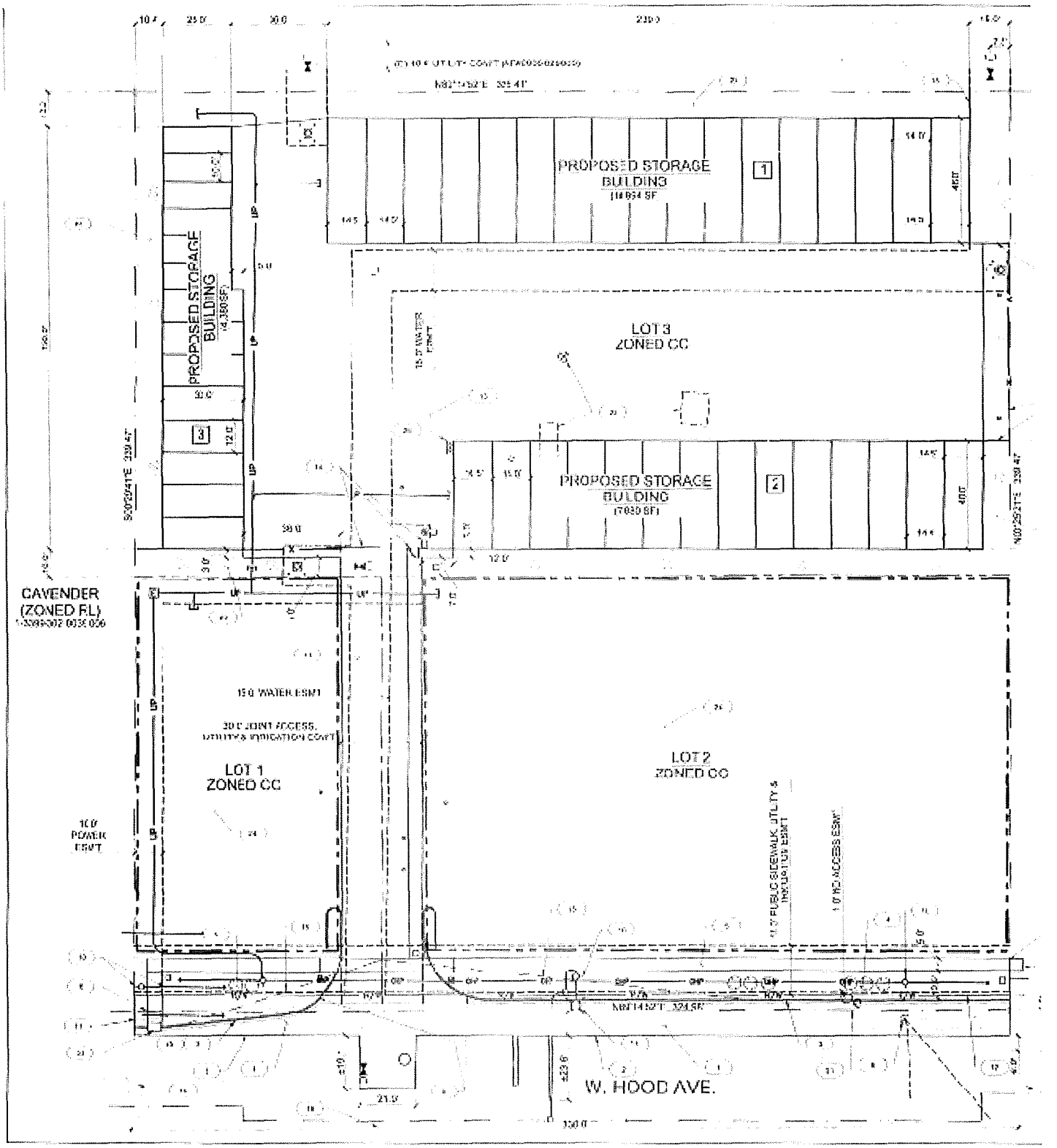
From: Chad Brooks <brooksc@bentonpud.org>
Sent: Monday, July 18, 2022 4:02 PM
To: Jason Froelich
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

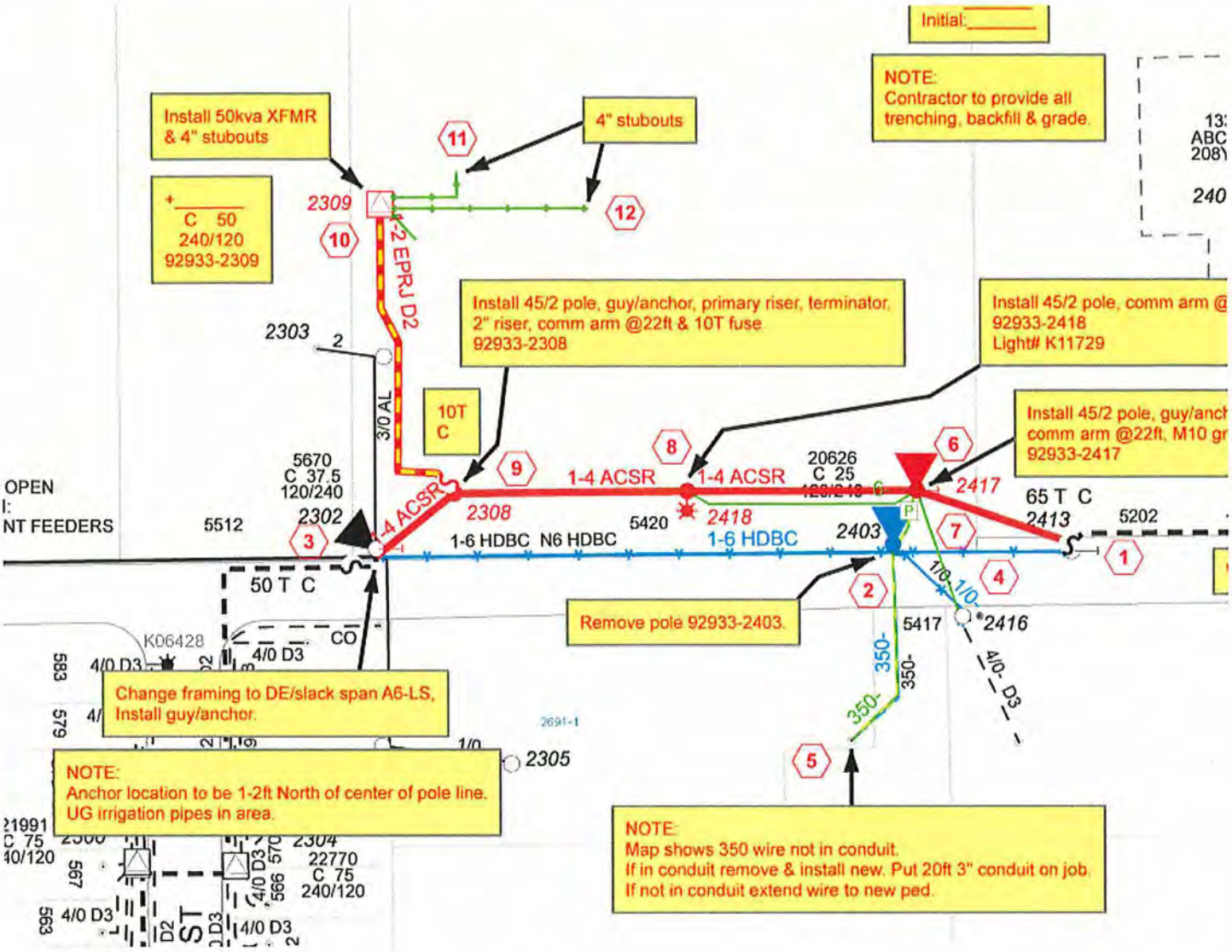
Jason,

I did take a look at pole. It will be a chore to move. Changing location will require a lot of additional guy wires/anchors since pole line changes only where road is widened. Additional poles will need installed as well.

Do you know how much road is being widened? Do you have a plan showing sidewalk, landscape strip, etc? I need to know where poles, guy wires and anchors can be located.

Had to do something similar for a commercial project off of Hood Ave, West of Edison. Sidewalk was modify though to make everything work. Was expensive and had a lot more room to work with. Guy/anchors take a lot of room. Typically need a 30 ft guy length on 45 foot pole. Screen shots below.


PROPOSED STORAGE BUILDING
PROPOSED STORAGE BUILDING
PROPOSED STORAGE BUILDING
LOT 3
ZONED CC
LOT 1
ZONED CC
LOT 2
ZONED CC
CAVENDER
(ZONED FL)
15.0' WATER ESMT
10.0' POWER ESMT
W. HOOD AVE.



Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Jason Froelich <jason@harmsengineering.com>
Sent: Monday, July 18, 2022 3:34 PM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Hi Chad,

See attached updated layout on this. I am guessing this will end up being the layout we submit for preliminary plat. had a chance to take look yet?

Thanks

Jason Froelich, PE
Civil Engineer

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From: Jason Froelich
Sent: Tuesday, June 28, 2022 11:16 AM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Ah, ok. No worries, I'll catch you when you get back! Thanks!

Jason Froelich, PE
Civil Engineer

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From: Chad Brooks <brooksc@bentonpud.org>
Sent: Tuesday, June 28, 2022 11:13 AM
To: Jason Froelich <jason@harmsengineering.com>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

No and I will not be able to for a few weeks with my work load and upcoming week vacation.

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Jason Froelich <jason@harmsengineering.com>
Sent: Monday, June 27, 2022 10:54 AM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Have you had a chance to look at these? We'll hopefully submit prelim plat next week

Jason Froelich, PE
Civil Engineer

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From: Jason Froelich
Sent: Wednesday, June 15, 2022 3:04 PM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

If we have to move the pole laterally to make room for the ROW do you think it'd be a ton more expensive to move it west like 15'?

Unfortunately the project works a lot better if the new road can travel down the west side of that pan handle portion of the lot

Jason Froelich, PE
Civil Engineer

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From: Chad Brooks <brooksc@bentonpud.org>
Sent: Tuesday, June 14, 2022 3:21 PM
To: Jason Froelich <jason@harmsengineering.com>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

CAD file of lot layout when you have finalized. PDF set of plans showing easements, lot layout and road widening. Developer contact information.

I will have to do a site visit to see what it would take to move pole after I see the plan set.

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Jason Froelich <jason@harmsengineering.com>
Sent: Friday, June 10, 2022 8:41 AM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

OK. We're going to move the street intersection now anyway but the county is going to have us dedicate 15' of right of way along 23rd. so we'll probably need to wide the pavement anyway which means it would need to be moved. What do you need from us so we can begin planning that process?

Jason Froelich, PE
Civil Engineer

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From: Chad Brooks <brooksc@bentonpud.org>
Sent: Thursday, June 9, 2022 2:07 PM
To: Jason Froelich <jason@harmsengineering.com>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Jason,

Yes, it would be an expensive pole to move.

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Jason Froelich <jason@harmsengineering.com>
Sent: Wednesday, June 8, 2022 4:41 PM
To: Chad Brooks <brooksc@bentonpud.org>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

Hi Chad,

Would this be an expensive pole to move? Looks like it has a lot going to it...

Jason Froelich, PE
Civil Engineer

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From: Chad Brooks <brooksc@bentonpud.org>
Sent: Wednesday, June 8, 2022 4:07 PM
To: Danielle Pook <danielle@harmsengineering.com>
Subject: RE: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

See attached Benton PUD power map. There is a major conflict with the existing primary pole on E 23rd Ave.

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

From: Danielle Pook <danielle@harmsengineering.com>
Sent: Wednesday, June 8, 2022 3:42 PM
To: Chad Brooks <brooksc@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; dan.wickersham@noanet.net; walter.nelson@cngc.com; Jeremy.T.Weaver@Williams.com; ryan.sams@charter.com; christy.ross@ziply.com; JOSEPH.CICHY@ziply.com; cid@columbiairrigation.com; BWoodard@kid.org
Cc: Jason Froelich <jason@harmsengineering.com>
Subject: [E] 22-053 E 23rd Ave. Subdivision Planning- Utilities

[EXTERNAL EMAIL]

Good afternoon,

We're planning a 4.08-acre subdivision with single-family homes located at 527 E 23rd Avenue, Kennewick, WA. See attached. Please provide a schematic of your facilities in the area so we can avoid any potential utility conflicts.

Thank you,

Danielle Pook
CAD Drafter/ Designer

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PCM 1.13

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

November 7, 2022

Donna Hutchinson
Planning Division
P.O. Box 910
Prosser, WA 99350

RE: 202205220, EA 2022-041, SUB 2022-003

Dear Donna Hutchinson,

Thank you for the opportunity to comment during the Optional Determination of Non Significance process for the Desert Pines Subdivision. We have reviewed the documents and have the following comments.

WATER QUALITY

Project with Potential to Discharge Off-Site

If your 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.

Note: If the project will result in more than one acre of soil disturbance, but less than 5 acres of soil disturbance, it may be possible to obtain an Erosivity Waiver.

More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/. Please submit an application or contact Lloyd Stevens, Jr. at the Dept. of Ecology, (509) 571-3866 or lloyd.stevensjr@ecy.wa.gov with questions about this permit.

Sincerely,

Lucila Cornejo

Lucila Cornejo
SEPA Coordinator
Central Regional Office
(509) 208-4590
crosepacoordinator@ecy.wa.gov

BENTON COUNTY WA
PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: CRISTINA WOODS

DATE:10/31/2022

SUBJECT: PRELIMINARY PLAT – SUB 2022-003 DESERT PINES SUBDIVISION

Please add the following as conditions of final approval for the above reference plat:

1. 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

2. 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

3. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed

4. The pavement return radius at all intersections shall be a minimum of 35 feet

5. 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

6. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting 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

7. 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

8. 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

9. 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

10. Dedicate 60' of right of way to Benton County for road purposes.

11. Relocate existing power pole at the intersection of Road X and E 23rd Ave outside of County right-of-way

12. Remove any existing obstructions in the County right-of-way : trees, shrubs, walls etc.

13. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

Add the following notes to the face of the final plat

1. 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

2. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

3. 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

Add the following wording to note 5 on the face of the plat :

"…All such maintenance and upkeep are the responsibility of the underlying property owner."

Michelle Cooke

From: Clark Posey
Sent: Thursday, November 10, 2022 3:53 PM
To: Planning Department
Subject: RE: EA 2022-041 Notice of Application Agency Review

Fire Marshal Comment for EA # 2022-041

"Desert Pines"

Fire Hydrants will be required if the sub-division is hooking up to city services. A letter from the city entity providing the service
will need to be submitted .

City standards for Fire Hydrants will have to be met, with proof of service from the city public works department is required.

Thank you,

Clark

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, November 9, 2022 5:02 PM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; City of Kennewick - Brooke Swiney GIS (gis_help@ci.kennewick.wa.us) <gis_help@ci.kennewick.wa.us>; City of Kennewick <cedinfo@ci.kennewick.wa.us>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Fish and Wildlife-SEPA Review <R3planning@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; alex@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton (AshleyMorton@ctuir.org) <AshleyMorton@ctuir.org>; Umatilla Indian Nation <EricQuaempts@ctuir.org>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Elizabeth Koerner <Elizabeth.Koerner@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: RE: EA 2022-041 Notice of Application Agency Review

If you haven't sent in your comments please do so asap and no later than November 15th if possible. If you have any questions please contact our 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 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: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Donna Hutchinson
Sent: Tuesday, October 18, 2022 1:56 PM
To: bentonbuildersllc@hotmail.com; KEPR TV <newsroom@keprtv.com>; KNDU News (news@kndu.com) <news@kndu.com>; KNDU TV <kvewnews@kvewtv.com>; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; Prosser Record Bulletin (editor@recordbulletin.com) <editor@recordbulletin.com>; Tri City Herald (news@tri-cityherald.com) <news@tri-cityherald.com>; Yakima Herald (news@yakimaherald.com) <news@yakimaherald.com>; Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; City of Kennewick - Brooke Swiney GIS (gis_help@ci.kennewick.wa.us) <gis_help@ci.kennewick.wa.us>; City of Kennewick <cedinfo@ci.kennewick.wa.us>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Fish and Wildlife-SEPA Review <R3planning@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; alex@futurewise.org; Futurewise <tim@futurewise.org>; Road Dept. - Cristina Woods (Cristina.Woods@co.benton.wa.us) <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton (AshleyMorton@ctuir.org) <AshleyMorton@ctuir.org>; Umatilla Indian Nation <EricQuaempts@ctuir.org>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Elizabeth Koerner <Elizabeth.Koerner@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2022-041 Notice of Application Agency Review

The Benton County Planning Department has prepared a Notice of Application in accordance with the State Environmental Policy Act regulation. This NOA is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this

action. Information and the NOA itself may be found on at: SEPA record number 202205220, "Desert Pines Subdivision"

We appreciate your review of the proposal and return of comments no later than **November 9, 2022**. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Memorandum
Public Works

Leading the Way

To: Michelle Cooke, Planning Manager

From: Kristin Stowe, Engineering Technician II

Date: November 10, 2022

Re: Public Works Utility Comments

Project: SUB 2022-003 – 527 E 23rd Ave.

1. An Outside Utility Agreement (OUA) will need to be signed by the Developer. The permits for this project cannot be released by the Permit Technician for connection to City utilities until the Agreement has been recorded with the County. The agreement needs to be on legal size paper (8 ½" x 14") and the signature must be notarized.
2. Developer must submit a comprehensive water, sewer, and storm plan for review and approval by the City for the entire plat prior to approval of construction plans. Comprehensive Plans can be submitted with the preliminary civil plan review. Water, Sewer and Storm Comprehensive plans shall include pipe size on their proposal. Storm design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.
3. Provide water and sanitary sewer services for each proposed dwelling or building per KMC 14.13.020, 14.22.020(1), KMC 17.13.095(1), KMC 17.12.055.
4. Water and sewer services to be constructed per City of Kennewick (COK) Detail 3-6.
5. The Developer shall provide and install one metered water service for each lot at their own expense per COK Standard Drawing 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.
6. There is an existing 12-inch water main in S Gum St.; Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.
7. Provide 15-foot wide easements or tracts centered over all water mains outside of the right-of-way. These easements must extend to 5 feet behind fire hydrants.
8. The Developer shall provide and install one metered water service for each proposed dwelling or building at their own expense per COK Standard Detail 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.
9. All proposed water main extensions must conform to the adopted City master plan, as amended and must conform to an overall program for a grid system, with provisions made for extensions of looping for circulation where at all possible per KMC 14.10.030.
10. Provide water lines and hydrants as required by Fire Department to meet fire protection.
11. Hydraulic modeling may be required based on fire flow requirements.
12. City potable water is not available for irrigation purposes unless special permission is given by the Public Works Director. Contact CID in order to provide irrigation water to irrigate the parcels.

13. There is an existing 16-inch sanitary sewer main in S Gum St. installed by COK Record Drawing C-4005. Developer will be required to extend this water main to serve the property, see COK Record Drawing B-3024.
14. Every proposed dwelling shall be separately connected with the public sewer per KMC 14.22.030(10).
15. Provide 15-foot wide easements or tracts centered over all sewer mains outside of the right-of-way.
16. Provide a Storm Water Site Plan (drainage report) and storm design to retain and dispose of a 25-year 24-hour storm following the Storm Water Management Manual for Eastern Washington (SMMEW) and Section 5-8. Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. Design and construct all underground infiltration structures to meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements found in section 5-6 of the SMMEW. Provide UIC registration numbers on the plans prior seeking the City's signature.
17. All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e. "Existing 8-inch Water" or similar). Label private lines "Private".
18. Any off site tracts, easements or agreements required for the project shall be submitted with the civil plans for review. Before a permit can be issued for the project, the easements or agreements shall be recorded at Benton County and a copy shall be provided to Public Works. The Auditor File Number shall be added to the plans before seeking City signature.
19. This site requires a Public Works Construction Permit. You may apply for this by submitting the information below for Civil Plan Review through the City of Kennewick's Self Service Portal:
    a. PDF copy of the Application for Civil Review and Storm Calculations.
    b. One full size (24"x36") PDF copy of the construction plans.
20. Construct all projects using current City Survey Data. After project completion, Record Drawings showing improvements made on the property will be required prior to acceptance of the construction permit(s). For detailed information on Kennewick Survey Data and Record Drawings go to COK website at https://www.go2kennewick.com/314/Civil-Plan-Review.

PRELIMINARY PLAT OF DESERT PINES

A PORTION OF THE NE 1/4 OF THE SW 1/4 SECTION 7, TOWNSHIP 08 NORTH, RANGE 30 EAST OF THE W.M., BENTON COUNTY, WASHINGTON.

Received 10-10-22
Benton County
Planning Division

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	67.63	150.00	25°49'57"	N13° 33' 30"W	67.06
C3	26.62	30.00	50°50'00"	N26° 00' 02"W	25.75
C4	319.54	65.00	281°40'00"	N89° 24' 57"E	82.11
C5	26.62	30.00	50°50'00"	S24° 49' 57"W	25.75
C6	66.67	150.09	25°27'04"	S13° 44' 43"E	66.12
C7	94.68	210.00	25°49'57"	S13° 33' 30"E	93.88
C8	46.64	210.06	12°43'13"	N20° 06' 46"W	46.54
C9	47.15	210.06	12°51'34"	N7° 19' 22"W	47.05
C10	77.92	65.00	68°41'07"	N17° 04' 29"W	73.34
C11	40.00	65.00	35°15'32"	N34° 53' 50"E	39.37
C12	41.04	65.00	36°10'34"	N70° 36' 54"E	40.36
C13	40.00	65.00	35°15'32"	S73° 40' 03"E	39.37
C14	40.00	65.00	35°15'32"	S38° 24' 31"E	39.37
C15	78.17	65.00	68°54'03"	S13° 40' 17"W	73.54
C16	2.41	65.00	2°07'39"	S49° 11' 08"W	2.41
C17	48.97	150.09	18°41'44"	S10° 22' 04"E	48.76
C18	17.70	150.09	6°45'20"	S23° 05' 36"E	17.69

LEGEND

◔	SET MONUMENT
⊕	FOUND MONUMENT
⊛	CENTER SECTION
◉	SET REBAR AND CAP LS 38480
⚬	FOUND PROPERTY CORNER
○	CALCULATED POINT NOTHING FOUND OR SET
(C)	CALC
(M)	MEASURED
(R)	SP 2513, RECORDS OF BENTON COUNTY, WASHINGTON. AUDITOR'S FILE NO.2000–017901
○	SANITARY SEWER CLEANOUT
◯	SANITARY SEWER MANHOLE
←—	GUY ANCHOR
—o—	UTILITY POWER POLE
⊠	JUNCTION BOX
⚲	FIRE HYDRANT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER VALVE
— — — D —	STORM LINE
— — — S —	SEWER LINE
— — — W —	WATER LINE
———	OVERHEAD UTILITIES
—x—x—x—x—	FENCE
·—·—·—·—·	BUILDING SETBACK

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.
RTK GPS FOR CONTROL

BASIS OF BEARING

NAD 1983
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.00	S0° 38' 32"E
L2	15.00	S0° 39' 48"E
L3	15.00	S0° 39' 48"E
L4	15.00	S0° 38' 32"E
L5	33.14	N89° 24' 57"E
L6	33.19	N89° 24' 57"E

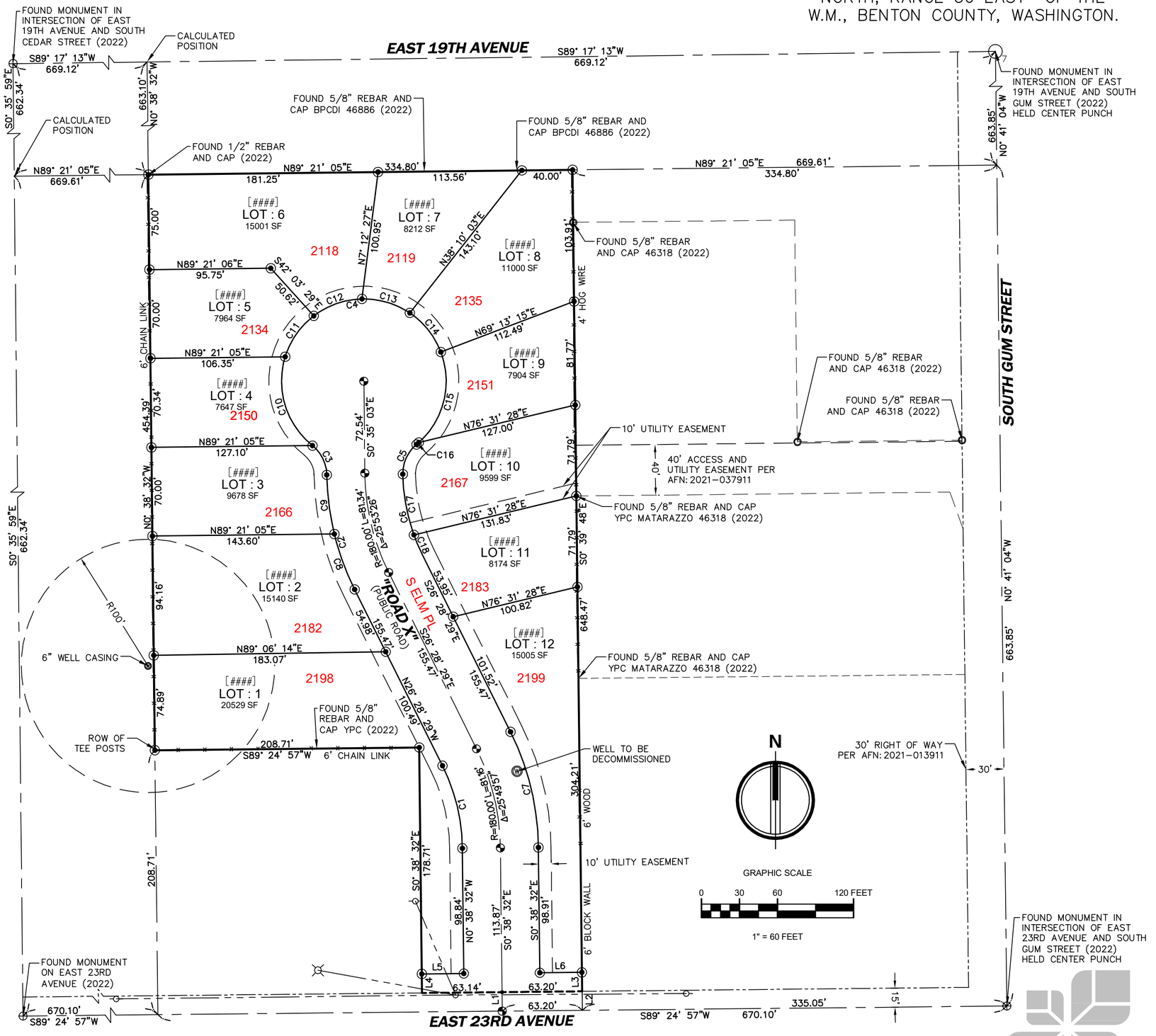
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUCIO MENDOZA AND MARINA INFANTE;
RECORDED IN VOLUME _____ OF PLATS

AT, PAGE _____, RECORDS OF BENTON COUNTY,

WASHINGTON, AT _____ M., THIS _____ DAY OF _____, 20__

BENTON COUNTY AUDITOR FEE NO.



DWN. BY	DATE
EAF	10/11/22
CHKD. BY	**JOB NO.**
JWB	2220287

JOHN W. BECKER STATE OF WASHINGTON 38480 REGISTERED PROFESSIONAL LAND SURVEYOR

AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

Donna Hutchinson

From: CID <cid@columbiairrigation.com>
Sent: Sunday, October 30, 2022 7:19 AM
To: Planning Department
Cc: Christy Batayola
Subject: [EXTERNAL] RE: SUB 2022-003 Desert Pines Agency Review
Attachments: Short Plat Requirements.docx

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 Morning,

This parcel is within the Columbia Irrigation District. Please see the attached requirements needed for approval from the District. In addition, there is a section of mainline that will need to be removed and retied in. CID will work with the project engineer.

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: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, October 19, 2022 11:58 AM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; CID <cid@columbiairrigation.com>; City of Kennewick - Brooke Swiney GIS (gis_help@ci.kennewick.wa.us) <gis_help@ci.kennewick.wa.us>; City of Kennewick - Scott Szendre (Scott.Szendre@ci.kennewick.wa.us) <Scott.Szendre@ci.kennewick.wa.us>; City of Kennewick -Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>; City of Kennewick-Joe Seet <Joe.Seet@ci.kennewick.wa.us>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology-Former Orchards SEPA (FormerOrchards@ecy.wa.gov) <FormerOrchards@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Elizabeth Koerner <Elizabeth.Koerner@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; seand@bfhd.wa.gov; Segregations <segregations@co.benton.wa.us>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Shanna Everson

<eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>; langn@bentonpud.org; Benton PUD Addresses <webcsr@bentonpud.org>; J Waddell <waddellj@bentonpud.org>; Marietta Kostenko <kostenkm@bentonpud.org>
Subject: SUB 2022-003 Desert Pines Agency Review

Attached is a packet of materials for Agency Review on SUB 2022-003 Desert Pines Subdivision. This is a 12 lot subdivision on E.E. 23rd Avenue. We would appreciate your review and comments to us by November 3, 2022.

If you have any questions regarding this material please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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COLUMBIA
IRRIGATION DISTRICT

Plat & Short Plat Requirements

The following items must be completed prior to approval from the CID:

1. All applicable fees must be paid in full.

2. All Irrigation Assessments must be paid in full.

3. Follow the District's *Standard Specifications* for installing pipe and services.

4. Submit a copy of the short plat and the irrigation plan for approval. The Irrigation Plan must be approved by CID prior to any excavation or start of the project. The Irrigation Plan shall include:

    A. Location and size of the irrigation easements
    B. Location of new services
    C. Show pipe and valve size

5. Installation of pipe and services per the approved irrigation plan shall be done by a licensed and bonded contractor.

6. Prior to covering the installed pipe and services, call the District for an inspection and final approval.

7. ***If applicable the developer will be responsible for payment of any CID engineering cost associated with the project.***

Donna Hutchinson

From: Cristina Woods
Sent: Tuesday, October 25, 2022 3:21 PM
To: Donna Hutchinson
Subject: RE: EA 2022-041 Notice of Application Agency Review

Good afternoon

Public Works has no comments for EA 2022-041.

Thank you

Cristina Woods, MS • *Engineering Associate III*
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: Tuesday, October 18, 2022 1:56 PM
To: bentonbuildersllc@hotmail.com; KEPR TV <newsroom@keprtv.com>; news@kndu.com; kvewnews@kvewtv.com; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; editor@recordbulletin.com; news@tri-cityherald.com; news@yakimaherald.com; Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; City of Kennewick - Brooke Swiney GIS (gis_help@ci.kennewick.wa.us) <gis_help@ci.kennewick.wa.us>; City of Kennewick <cedinfo@ci.kennewick.wa.us>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Fish and Wildlife-SEPA Review <R3planning@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; alex@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton (AshleyMorton@ctuir.org) <AshleyMorton@ctuir.org>; Umatilla Indian Nation <EricQuaempts@ctuir.org>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Elizabeth Koerner <Elizabeth.Koerner@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2022-041 Notice of Application Agency Review

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Donna Hutchinson
Office Assistant IV
Community Development Dept.
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Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 24, 2023
Subject:	Line Item Transfer creating two facilities maintenance worker positions
Presenter:	Matt Rasmussen, Jeff Jones
Prepared By:	Matt Rasmussen
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

The County acquired the Old Kennewick General Hospital on November 1, 2022. The facility consists of over 193,000 square feet of building space and 8.5 acres of property. The property has been largely vacant for several years with the last of the tenants leaving in August of 2022. Since acquiring the property the County has experienced a rash of break-ins and vandalism that have resulted in significant damage to the property, including rendering the heating system and fire protection systems for a large portion of the building inoperable. The irrigation system at the property also failed in the summer of 2022 which has resulted in much of the landscaping to be dead or dying.

The County has invested in boarding up all the accessible windows on the building and added a contract for on site security services during off hours. This has helped significantly with the vandalism and break-ins. However, there is still a large need for facility upkeep at the site which is placing a tremendous burden on the existing facility maintenance staff. Work that needs to be completed includes, but is not limited to, repairing the damaged heating system and keeping it operational, repairing the fire protection system, removing damaged materials (ceiling tiles, flooring, drywall, etc.), repairing the irrigation system and removing dead landscaping, removing furniture, fixtures and equipment that are not necessary for the future use of the facility, surplusing unneeded items and generally keeping the other building systems operational.

Fiscal Impact

$323,000 for two Facilities Maintenance Workers for the 2023-2024 budget.

Recommendation

Staff recommends that the Board approve the Line Item Transfer creating the two facility maintenance worker positions.

Suggested Motion

I move to approve the line item transfer within fund 1600, behavioral health fund, creating two new Maintenance Worker positions.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN BEHAVIORAL HEALTH, FUND NUMBER 1600, 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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Behavioral Health | Fund Nbr: 1600

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5641100	54102	Contract Services	$323,000	5641100	51671	Maintenance Worker	$103,660
				5641100	51925	Overtime	$5,000
				5641100	52102	Social Security	$8,320
				5641100	52103	Medical Insurance	$33,140
				5641100	52104	Retirement	$11,140
				5641100	52119	Paid Family Leave Act	$240
				5661100	51682	Maintenance Worker	$103,660
				5661100	51925	Overtime	$5,000
				5661100	52102	Social Security	$8,320
				5661100	52103	Medical Insurance	$33,140
				5661100	52104	Retirement	$11,140
				5661100	52119	Paid Family Leave Act	$240
TOTAL			$323,000	TOTAL			$323,000

Explanation:

2023/2024 Budget: The LIT is for 2 new positions in the Behavioral Health Fund 1600. Position 1671 & Position 1682 are Maintenance Worker, Grade 11, Nonbarg. Positions are effective 2/1/2023.

Prepared by: Linda Ivey | Date: 24-Jan-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/24/2023
Subject:	Commissioners' Office Administrative Reorganization, New Position request, Classification of a Commissioners' Office Support/Board of Equalization and Disability Board Secretary and Salary Placement, Reclassifying the Clerk of the Board job classification and establishing the salary grade.
Presenter:	Matt Rasmussen
Prepared By:	Linda Ivey/Matt Rasmussen
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

In an effort to improve efficiencies and to enhance operations within County Administration Departments, the County Administrator and the Deputy County Administrator are requesting a reorganization. The reorganization is budget neutral. An Office Assistant II position in the Facilities Department 110 will be ended/vacated. A new position is requested to be added to the Commissioners' Office Department 107 which includes a job classification and establishing the salary grade as a Commissioners' Office Support/Board of Equalization and Disability Board Secretary Position. Department leadership worked with HR to create a position classification description for the proposed Commissioners' Office Support/Board of Equalization and Disability Board Secretary position. The Facilities position will be eliminated, and those Facilities Department administrative assistant duties/responsibilities will be shared amongst the existing Clerk to the Board and the newly proposed Commissioners' Office Support position. It is recommended that the new Commissioners' Office support position be a direct report to the Clerk to the Board. In working with HR on this restructure/reorganization, their recommendation is that this new position placement be at a Grade 9. The Clerk to the Board position is requested to be increased from a Grade 14 to Grade 15 non-bargaining due to the increased duties and supervisory responsibilities.

Fiscal Impact

Re-Organization. Budget neutral within the General Fund Dept 110 Facilities and Dept 107 Commissioners.

Recommendation

Recommend the Board of Benton County Commissioners approve the resolution classifying a Commissioners' Office Support/Board of Equalization and Disability Board Secretary classification and salary placement as a Benton County Employee Non-Bargaining Grade 9.

Recommend the Board of County Commissioners approve the resolution for the line-item transfer to approve funding for the Office Support/Board of Equalization and Disability Board Secretary and Clerk to the Board change to Grade 15 Non-Bargaining.

Suggested Motion

- Move to approve classification of a Commissioners' Office Support/Board of Equalization and Disability Board Secretary and salary placement as presented.

- Move to approve reclassifying the Clerk to the Board job classification and establishing the salary grade for the Clerk to the Board Position in the Commissioners' Office.

- Move to approve the Transfer of Funds within the General Fund Fund 0010, Department 110 Facilities to Department 107 Commissioners as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER CLASSIFYING THE COMMISSIONERS' OFFICE SUPPORT / BOARD OF EQUALIZATION AND DISABILITY BOARD SECRETARY JOB CLASSIFICATION AND ESTABLISHING THE SALARY GRADE FOR THE COMMISSIONERS' OFFICE SUPPORT / BOARD OF EQUALIZATION AND DISABILITY BOARD SECRETARY POSITION IN THE COMMISSIONERS' OFFICE

WHEREAS, the County Administrator and the Deputy County Administrator in an effort to improve efficiencies and to enhance operations are requesting to classify a Commissioners' Office Support/Board of Equalization and Disability Board Secretary; and

WHEREAS, the Human Resources Department worked with the Deputy County Administrator to create the classification description of the Commissioners' Office Support/Board of Equalization and Disability Board Secretary position; and

WHEREAS, it is recommended that the Commissioners' Office Support/Board of Equalization and Disability Board Secretary position be placed at a Grade 9 on the Benton County Employees Non-Bargaining Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the classification of the Office Support position to a Commissioners' Office Support/Board of Equalization and Disability Board Secretary; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby approves the attached Commissioners' Office Support/Board of Equalization and Disability Board Secretary classification description; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the placement of the Commissioners' Office Support/Board of Equalization and Disability Board Secretary position on the Benton County Employees Non-Bargaining Salary Schedule at a Grade 9; 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

cc: HR, Auditor

Prepared by: E. Wyant

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 _____, 2023.

_____

Chairman of the Board

_____

Member

_____

Member

Attest.....

Clerk of the Board

Constituting the Board of Commissioners

of Benton County, Washington

cc: HR, Auditor

Prepared by: E. Wyant

TITLE: Commissioners Office Support/BOE and Disability Board Secretary

DEPARTMENT: Commissioners

REPORTS TO: County Administrator

FLSA: Non- Exempt

SUMMARY:

The Commissioners Office Support/BOE and Disability Board Secretary provides a full range of advanced-level clerical support for the Commissioners Offices and other departments under the purview of the County Administrator. This position acts as the office receptionist and provides support services as assigned, as well as supports the work of the Board of Equalization (BOE) and LEOFF I Disability Board by performing technical administrative assistance including drafting meeting minutes, preparing agendas, and coordinating meetings.

EXAMPLES OF JOB DUTIES:

(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Coordinates office operations, providing confidential administrative support to the Commissioners Office/BOE/Disability Board. Assists with administrative tasks involving personnel, travel, budget monitoring, development of forms, and clerical procedures and policies for the department.

Assists the public, employees, managers, and vendors by phone, correspondence, or in-person regarding Commissioners Office/BOE/Disability Board processes, policies, and related procedures, referring to the appropriate staff member as needed.

Establishes, maintains, and updates files, lists, records, and logs on computerized and manual record keeping systems which includes verifying and inputting data specific to area of assignment; searching files and records for readily identifiable information; and other specific and unique needs as directed.

Performs department fiscal functions, including accounts payable entry, and cash receipting, ensuring alignment with department goals and objectives and in compliance with Benton County standards and practices, and maintains related records.

Serves as the secretary for the Benton County Board of Equalization and LEOFF I Disability Board; clerking meetings, including preparing meeting agendas, minutes and materials, and ensuring all administrative support processes are in compliance with statutory requirements.

Identifies process improvement opportunities within scope of assigned area. Researches and recommends improvements and participates in improvement projects.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

KNOWLEDGE, SKILLS, AND ABILITIES:

General knowledge of modern principles, methods, and practices in office administration.

General knowledge of Benton County business and financial acumen and the application and interpretation of Benton County policies and procedures and federal, state, and local rules, laws, regulations, legislation, codes, and ordinances as they relate to area(s) of assignment.

General troubleshooting skills to resolve issues or problems by analyzing trends and problems, identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance.

General time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.

General Skills in Microsoft Office Suite, the internet for research and the ability learn and develop proficient skills in the County-wide enterprise resource planning software, and other online portals for state agencies and benefits.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize and prioritize several ongoing and frequently changing assignments to meet deadlines.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
  - constantly: in an office environment, and
  - occasionally: near moving mechanical parts, outdoor weather conditions, and near dirt, dust, and shavings, exposed to other environmental conditions when interacting with employees who work in those conditions.
- The noise level in the general work environment is moderate as in a standard business office.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally**:** stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
  - frequently: up to 10 pounds, and
  - occasionally: between 11 and 50 pounds.
- have close vision (1- 20 inches) and have the ability to adjust focus.

SPECIAL CONSIDERATIONS

- May be required to travel occasionally within the local community, region, and across the state for meetings, requiring an overnight stay.

EDUCATION AND EXPERIENCE:

Associate's Degree.

Two years' of general office, clerical, or related experience.

Or any combination of education and experience which would provide the applicant with the desired knowledge, skills, and abilities required to perform the job.

Customer service experience preferred.

Experience working in the public sector preferred.

Ability to speak, read, and write in Spanish preferred.

LICENSES, CERTIFICATES, & OTHER REQUIREMENTS:

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Valid Washington State driver's license if driving a vehicle for County business.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RECLASSIFYING THE CLERK TO THE BOARD JOB CLASSIFICATION AND ESTABLISHING THE SALARY GRADE FOR THE CLERK TO THE BOARD POSITION IN THE COMMISSIONERS OFFICE

WHEREAS, the County Administrator and the Deputy County Administrator in an effort to improve efficiencies and to enhance operations are requesting to reclassify the Clerk to the Board position; and

WHEREAS, the Human Resources Department worked with the Deputy County Administrator to revise the classification description of the Clerk to the Board position; and

WHEREAS, it is recommended that the Clerk to the Board position be placed at a Grade 15 on the Benton County Employees Non-Bargaining Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the reclassification of the Clerk to the Board position; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby approves the attached Clerk to the Board classification description; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the placement of the Clerk to the Board position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 15; 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

cc: HR, Auditor

Prepared by: E. Wyant

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 _____, 2023.

_____
Chairman of the Board

_____
Member

_____
Member

Attest.....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

cc: HR, Auditor

Prepared by: E. Wyant

TITLE: Clerk to the Board

DEPARTMENT: Commissioners' Office

REPORTS TO: County Administrator

FLSA: Non-Exempt

SUMMARY:

The Clerk to the Board serves as the Secretary to the Board of County Commissioners (BOCC), oversees the agenda submittal process, creates transcripts of County Commissioner board meetings, and provides advanced administrative and technical support to contribute to efficient operations.

EXAMPLES OF JOB DUTIES:
(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Attends all meetings and public hearings of the Board of Commissioners and records evidence presented, testimony given, and action taken by the Board. Prepares minutes of the same for entry into the Commissioners Journal and maintains the Journal and Resolution Index to the Journal as well as a tape inventory of recorded meetings.

Prepares necessary legal notices and documents as needed to meet legal requirements for public hearings, land and equipment sales, leases, bid openings and construction documents, and formation of sewer/fire/water districts.

Distributes copies of resolutions, ordinances, and other legal documents in order to apprise departments of action taken by the Board.

Creates, develops, and maintains systems and records including files, lists, logs, and other recordkeeping systems utilizing computerized and manual systems that provide for proper evaluation, control, retention, destruction, and documentation of assigned operations according to current department and County practices.

Assists the public, employees, managers, and vendors by phone, correspondence, or in-person regarding department processes, policies, and related procedures, referring to the appropriate staff member as needed.

Identifies process improvement opportunities within scope of assigned area. Researches and recommends improvements and participates in improvement projects.

Monitors, reports, interprets, and communicates new trends, innovations, or changes to federal, state and local rules, laws, appeals, regulations, codes, and ordinances as they relate to the assigned areas and responsibilities and recommends and leads changes to written policies, procedures, manuals, forms, workflow documents, and recordkeeping to ensure efficiency, effectiveness, and compliance.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

KNOWLEDGE, SKILLS, AND ABILITIES:

Proficient knowledge of modern principles, methods, and practices as it relates to area(s) of assignment.

Proficient knowledge of Benton County business and financial acumen and the application and interpretation of Benton County policies and procedures and federal, state, and local rules, laws, regulations, legislation, codes, and ordinances as they relate to area(s) of assignment.

Proficient troubleshooting skills to resolve issues or problems by analyzing trends and problems, identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance.

Proficient time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.

Proficient Skills in Microsoft Office Suite, the internet for research and the ability to learn and develop proficient skills in the County-wide enterprise resource planning software, and other online portals for state agencies and benefits.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize, and prioritize several ongoing and frequently changing assignments to meet deadlines.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
    - constantly in a standard office environment.
- The noise level in the work environment is usually quiet to moderate, a typical office environment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally**:** stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
  - frequently: up to 10 pounds, and
  - occasionally: between 11 and 50 pounds.
- have close vision (1- 20 inches) and the ability to adjust focus.

SPECIAL CONSIDERATIONS

- May be required to travel frequently within the local community and occasionally within the region, and across the state for meetings, requiring an overnight stay.

EDUCATION AND EXPERIENCE:

High School Diploma, or G.E.D, and three years of progressively responsible secretarial experience, *or* any combination of education and experience which would provide the applicant with the desired knowledge, skills, and abilities required to perform the job.

AA Degree preferred.

Public sector or government employer experience preferred.

LICENSE, CERTIFICATES AND OTHER REQUIREMENTS:

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Valid Washington State driver's license if driving a vehicle for County business.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND FUND NUMBER 0010, DEPARTMENT NUMBER 110 TO 107.

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

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities to Commissioners Dept Nbr: 110 to 107

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM: 110 TRANSFER TO: 107

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5183010	51318	Office Assistant II	$60,813	5131000	51685	Office Support - Secretary	$99,450
5235000	51318	Office Assistant II	$44,838	5131000	52102	Social Security	$7,608
5183010	52102	Social Security	$4,652	5131000	52103	Medical Insurance	$32,653
5235000	52102	Social Security	$3,430	5131000	52104	Retirement	$10,190
5183010	52103	Medical Insurance	$19,901	5131000	52119	Paid Family Leave Act	$219
5235000	52103	Medical Insurance	$14,674	5113000	51147	Clerk to the Board	$7,830
5183010	52104	Retirement	$6,233	5113000	52102	Social Security	$600
5235000	52104	Retirement	$4,596	5113000	52104	Retirement	$803
5183010	52119	Paid Family Leave	$134	5113000	52119	Paid Family Leave Act	$17
5235000	52119	Paid Family Leave	$99				
TOTAL			$159,370	TOTAL			$159,370

Explanation:

2023 Reorganization between General Fund Dept 110 Facilities and Dept 107 Commissioners. The Reorganization is budget neutral. Facilities Position 1318 Office Assistant II ends effective 2/1/2023. Position 1147 Clerk to the Board changes from a Grade 14 non-barg to Grade 15 non-barg effective 2/1/2023. New Position 1685 Office Support - Secretary Grade 9 non-barg effective 2/1/2023.

Prepared by: Linda Ivey Date: 18-Jan-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member