

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 12/10/2019	PREPARED BY: Keith Wilson
Meeting Date Requested: 12/17/2019	PRESENTED BY: Keith Wilson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Transition the Franklin County RV Park from long term lodging to short term	
FISCAL IMPACT: Possible decrease in 2020 monthly-rate revenue	
BACKGROUND: The Franklin County RV Park has allowed RV guests to stay in the RV Park long term (over six months) without contracts and against regulation and zoning. To comply with the laws governing the RV Park, the Franklin County RV Park will no longer allow guests to stay more than 6 months in a single year. Under these laws, the current long term guests will be notified about the change and given 1 year to vacate. These long term guests will also be offered a year-long month-to-month contract to agree to. However, at the end of the 1 year term, with or without a contract these guests must relocate to a different park.	
RECOMMENDATION: Approve the transition of the Franklin County RV Park from a long term mobile home style facility back to the original purpose of short term lodging. A year-long contract will be offered to the long term guests, but they will not be required to sign. Also, a notice will be distributed to the long term guests, confirmed by affidavit, to vacate by the specified date. The new short-term contract will be given to new monthly rate guests after approval by the Commissioners.	
COORDINATION: Jen Johnson, Deputy Prosecuting Attorney, who approved it as to form, reviewed the contract. Jorge Rodriguez, HAPO Center events manager, and Tom French, HAPO Center General manager, also reviewed the document.	
ATTACHMENTS: (Documents you are submitting to the Board) Contract for long term guests	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) RV Park, Franklin County, Auditors	

I certify the above information is accurate and complete.

Keith Johnson, Administrator

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

RE: TRANSITION FOR FRANKLIN COUNTY RV PARK FROM LONG TERM TO SHORT TERM LODGING

WHEREAS, the Franklin County RV Park will transition away from allowing long term guests to stay more than six months per year in the RV Park. Current long term guests will be given a year to vacate once notified. A year-long month-to-month contract would be offered to those affected guests that would be in effect until their date to vacate. All patrons must also agree to follow all the rules & regulations put forth in the attached document; and

WHEREAS,; pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and ensure the care of the County property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the attached monthly rental contract and updated rules & regulations will be placed in effect at Franklin County RV Park

APPROVED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

ATTEST:

Clerk to the Board

*Originals: Commissioners Office
Copy: RV Park
Copy: Auditors*

FRANKLIN COUNTY RV PARK RENTAL AGREEMENT

(1 Year)

Guest is to initial each section of this Rental Agreement, expressing understanding of each section, verifying accuracy, and accepting responsibility for each section.

____ 1. Name of each Guest over 18 years of age:

Names of each Guest under 18 years of age:

____ 2. This Rental Agreement is for the rent of space # ____ in the Franklin County RV Park. Please see the attached map for Park boundaries, location of space, and location of utility hook-ups.

____ 3. The rental term for this space begins on _____ and ends on _____. The maximum allowed under this rental agreement is one year. Check in time is 1:00 PM, check out time is 12:00 noon.

____ 4. The rent amount is \$ _____ per month, paid to management. The rent is due by the start date listed above. If rent is not paid by the start date above, Management reserves the right to cancel this rental agreement, and guest could be charged that entire rental amount. If this is a rent renewal agreement, rent is due on or before the start date listed above; if rent is not paid, Management reserves the right cancel this agreement and to seek eviction per Washington State law. Any deviations from this requirement must be made in writing, and signed off on by both the Guest(s) and Management. The Guest(s) may check-out before the rental agreement's maximum length of stay of 1 year. If the Guest(s) check-out during a monthly rental period that has been paid for, the Guest's stay will be pro-rated and will be charged at a \$15 per day rate for the dates the stayed and the rest of the monthly payment will be refunded to the Guest(s).

____ 5. The following utilities, services, and facilities are included in the monthly payment: RV parking site, additional vehicle parking site, water, sewer, wifi, and cable access. If any of these are changed to be a separate charge from the rent, the rent will be reduced accordingly.

____ 6. The following utilities, services, and facilities are available for an extra fee:

- Cable box requires \$100.00 deposit.
- Electric deposit is \$50.00. Electricity is charged to individual camping spaces at \$0.015 per Kilowatt/Hour of actual use.
- Washing Machines are available for \$1.00/load, Dryers are \$1.25/load, laundry detergent \$1.00/container
- Showers are \$0.25 for 10 minutes

____ 5. Guest(s) acknowledges receipt of a copy of the RV Park's Rules and Policies and agrees to comply with the terms and conditions as set forth in the Rules and Policies. Guest(s) acknowledges that all occupants and visitors of occupants must comply with the Park's Rules and Policies. Guest(s) acknowledge that they are responsible for the behavior of Guests under the age of 18. Guest(s) further agrees that Management may, upon 30 days' notice, make changes or additions to the Rules and Policies, as deemed necessary for the best interests of the Park and its guests.

____ 6. Vehicles must be parked in designated parking spaces. RV sites are designated for 1 RV and 1 vehicle, however, additional vehicles may be parked on the paved area of the site, if space allowed. Vehicles are prohibited from parking on the Park loop road or on the grass. There are overflow parking spaces available, on first serve basis, however, additional parking is not guaranteed.

____ 7. Guest(s) agrees that all personal property in the Space and on the recreational vehicle, or otherwise located in the park, shall be at the risk of the Guest(s). Guest(s) further agrees that Management shall not be liable for any loss or damage sustained to personal property, including, but not limited to actions of a third party, fire, theft, water, or the elements; nor shall Management be liable for any injury to Guest(s), occupants, visitors, employees or any person entering the Space, recreational vehicle, or the Park, unless caused by the sole negligence of Management, his/her agents, or representatives. Guest(s) hereby waives all claims therefore and agrees to indemnify Management against any such loss, damage, or liability or any expense incurred by Management in connection therewith.

____ 8. If Guest or Occupants represent a threat to the employees or other guests of the RV Park such that immediate eviction is necessary, then termination is effective upon notice.

____ 9. Name and address of the person(s) or company that has a security interest in my RV (if applicable): _____

____ 10. My permanent mailing address or forwarding address (if applicable): _____

____ 11. Emergency Contact Person, including address and phone number:

____ 12. This rental agreement is non-transferable without written consent of RV Park Management.

____ 13. Upon termination of this rental agreement, if the Guest is unwilling and/or unable to vacate, the Management reserves the right to tow the Guest's vehicles at the expense of the Guest.

____ 14. RV Park Management is overseen by Keith Wilson and Camp Hosts, on behalf of Franklin County. Keith Wilson can be reached at 6333 Homerun Rd., Pasco, WA 99301 & contact by phone: 509-542-5982. Camp Hosts can be located at the Camp Host RV. Please submit any questions, concerns, or comments, regarding the contract, in writing to the RV Park Manager. Any legal service shall be served upon the Franklin County Auditor at 1016 N. 4th Ave, Pasco, WA 99301.

____ 15. The land where the Franklin County RV Park is located is zoned to allow for a RV Park. Expiration date of any conditional use permit for RV Park is 9/30/20.

____ 16. The last 5 years rental amounts for this space were:

2019: \$450.00

2018: \$450.00

2017: \$450.00

2016: \$425.00

2015: \$425.00

____ 16. Any legal actions arising out of this Rental Agreement, including eviction, the prevailing party shall be entitled to their reasonable attorney's fees and costs. Jurisdiction of any legal action will be Franklin County, Washington.

____ 17. If any term, condition, or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in full force and effect.

The Franklin County RV Park may be sold or otherwise transferred at any time with the result that subsequent owners may close the park, OR Franklin County may close the park or convert the land use such that long-term stays will be prohibited. Change will only take effect after the required notice period listed in RCW 59.20.080.

UNDERSTOOD AND AGREED UPON this _____ day of _____, 20_____

GUEST(S) over the age of 18:

MANAGEMENT

Printed name/ Signature

Print name/ Signature

Printed name/ Signature