COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 4, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Ken Miller, Member; Bruce D. Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. Bruce Gilkeson, Franklin County Engineer, presented Vouchers for signature. Total amount of vouchers:

1987 - MV & PWE	$ 5,309.02
1988 - County Road	$23,884.49
1988 - County Road	$ 2,083.42
1988 - MV & PWE	$ 500.00

The 1988 Equipment Rental Rates were presented by Bruce Gilkeson. Rates were approved as presented.

FRANKLIN COUNTY
HIGHWAY DEPARTMENT
3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

January 4, 1988
88-1-BG

TO: Board of County Commissioners
Franklin County

FROM: Bruce A. Gilkeson
County Engineer

SUBJECT: Motor Vehicle and Public Works Equipment Fund
1988 Equipment Rental Rates

Attached for your review and approval are the 1988 Equipment Rental Rates.

The overall increase will be 0.2 percent. This is down from the 1.6 percent increase experienced last year. The rate for cars has dropped from $1.70 per hour to $1.60 per hour. The rates on 10 other pieces of equipment have also been lowered, while the rates on 15 pieces have stayed the same as last year.

The proposed rates have been kept as low as possible yet they still provide for the replacement and operation and maintenance costs. I, therefore, recommend that the rates be approved.

RECOMMENDED:

Bruce A. Gilkeson

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Date: 1/4/88

BG/ler

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Miscellaneous - Mentioned briefly the accident that occurred on Road 84 and Court; car went over embankment. Problem of water collecting on Ringold Road. Decided more information was required. No action taken.

A letter was sent to Nancy Caldwell, Human Service Director, certifying the levy monies for Fiscal Year 1988 to Mental Health: valuation - $1,099,644,223 x .0246, results - $27,051.74.

The Vouchers Audited and Certified by the Auditing Officer as required by R.W.C.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.14.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers -	None See December 12/3/87	
COUNTY ROAD	- Warrant Numbers -	6462 to 6551, Both Inclusive,	$ 58,636.39
EQUIPMENT RENTAL	- Warrant Numbers -	3932 to 4020, Both Inclusive,	37,212.33
LAW LIBRARY	- Warrant Numbers -	None	
REVENUE SHARING	- Warrant Numbers -	None	
VETERANS RELIEF	- Warrant Numbers -	233 to 235, Both Inclusive,	567.00

There being no further business the meeting was adjourned until January 6, 1988.

for my
minutes

REVISED AS OF 01/01/88

FRANKLIN COUNTY
MOTOR VEHICLE & PUBLIC WORKS EQUIPMENT FUND
Equipment Inventory and Rental Rates 1988

FR.CO. NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL	RENTAL RATE	CHANGE CODE
CR002	1977 Malibu	1C29L7Z412502	C37173	10/76	$5,080.00		G	$1.60 hr	
CR003	1981 Ford Fairmont	1FABP21B4BK180452	C49502	05/81	$7,361.00	A. Engineer	G	$1.60 hr	
CR004	1985 Chev Citation	1G1XX68RXFW128325	C62576	02/85	$7,396.00	Commissioner	G	$1.60 hr	
CR006	1977 Chev Malibu	1C29U7Z463904	C37190	03/77	$5,080.00	Commissioner	G	$1.60 hr	
CR008	1984 Chev Citation	1G1AX68R3EW114691	C60634	08/84	$8,230.00	Commissioner	G	$1.60 hr	
CR009	1985 Chev Citation	1G1XX68R0FW122002	C62572	12/84	$7,396.00	Engineer	G	$1.60 hr	
CR011	1980 Ford Fairmount	0K92B204546	C48867	06/80	$6,753.00		G	$1.60 hr	
CR012	1981 Ford Fairmont WGN	1FABP23BXBK180453	C49508	06/81	$8,482.00	Agent	G	$1.60 hr	
CR014	1980 Ford Fairmont	0K92B204545	C48871	06/80	$6,753.00	Bldg. Insp.	G	$1.60 hr	
CR015	1978 Ford LTD	8J63H200574	C65035	3/86	$5,922.00	Fire Marshal	G	$1.60 hr	
CR016	1980 Ford Fairmont	0K92B118835	C48817	11/79	$6,048.00	Engineering	G	$1.60 hr	
ET018	1978 Chev Ut.Suburban	CKR268F151636	C44035	03/78	$8,001.00	Engineering	G	$5.00 hr	
ET020	1984 Chev 1/3T Pickup	1GCCS14Y4E8211269	C60622	05/84	$7,572.00	ER&R-shop	G	$1.60 hr	
ET022	1984 Chev 1/3T Pickup	1GCCS14Y2E0166394	C60623	05/84	$7,272.00	ER&R-Shop	G	$1.60 hr	
ET023	1981 Chev Crew Cab PU	1GCGC23M5BZ135375	C49505	05/81	$10,437.00	CR-Connell	G	$5.00 hr	
ET024	1984 Ford Crew Cab PU	2FTHW35L2ECA59041	C60604	02/84	$10,808.00	CR-Pasco	G	$5.00 hr	
ET025	1985 Chev 1/3T Pickup	1GCCS14F7F8141550	C62571	12/84	$8,067.00	Ext. Agent	G	$1.60 hr	
ET026	1986 Chev 1/2T Pickup	1GCEC14H7GJ174252	C66102	6/86	$10,525.00	CR-Pasco	G	$4.00 hr	
ET027	1982 Chev 3/4T Pickup	2GCFC24C5C1162975	C49549	04/82	$11,576.00		D	$5.00 hr	
ET028	1985 Chev 1/3T Pickup	1GCCS14E0F8126002	C60644	11/84	$6,924.00	Engineering	G	$1.60 hr	
ET030	1986 Chev 1/2T Pickup	1GCEC14H6GJ174176	C65043	6/86	$10,525.00	CR-Pasco	G	$4.00 hr	
ET032	1984 Ford 1/2T Pickup	2FTEF15Y2ECA41576	C60130	12/83	$9,473.00	CR-Pasco	G	$4.00 hr	
ET033	1984 Ford 1/2T Pickup	2FTEF15Y2ECA46566	C60601	01/84	$9,473.00	CR-Pasco	G	$4.00 hr	
ET035	1986 Chev 1/2T Pickup	1GCEC14H6GJ174193	C66103	6/86	$10,525.00	CR-Connell	G	$4.00 hr	
ET037	1980 Chev 1/2T Pickup	CCL44A1119610	C48814	10/79	$6,570.00	CR-Connell	G	$4.00 hr	
ET038	1980 Chev 1/2T Pickup	CCL44A1119552	C48815	10/79	$6,570.00	Chiawana Pk	G	$4.00 hr	
ET039	1980 Ford 1/2T Pickup	F15GRJG0521	C48880	07/80	$7,617.00	CR-Connell	G	$4.00 hr	
ET040	1980 Ford 1/2T Pickup	F15GRJG0520	C48877	07/80	$7,617.00	CR-Pasco	G	$4.00 hr	
ET041	1980 Ford 1/2T Pickup	F15GRJG0522	C48876	07/80	$7,617.00	CR-Connell	G	$4.00 hr	
ET042	1981 Chev 1/2T Pickup	2GCEC14H8B1186140	C48899	06/81	$8,385.00	CR-Pasco	G	$4.00 hr	
ET043	1981 Chev 1/2T Pickup	2GCEC14H7B1186100	C48900	06/81	$8,385.00	CR-Pasco	G	$4.00 hr	
ET044	1983 Ford 1/2T Pickup	1FTEF15Y8DPA83358	C60115	06/83	$9,169.00	CR-Pasco	G	$4.00 hr	
ET045	1983 Ford 1/2T Pickup	1FTEF15YXDPA83359	C60116	06/83	$9,169.00	CR-Pasco	G	$4.00 hr	
ET046	1985 Chev 1/2T Pickup	1GCEC14HXFJ175605	C62587	07/85	$10,623.00	CR-Pasco	G	$4.00 hr	
ET047	1985 Chev 1/2T Pickup	1GCEC14H3FJ175476	C62588	07/85	$10,086.00	CR-Connell	G	$4.00 hr	
ET048	1985 Chev 1/2T Pickup	1GCEC14H4FJ175471	C62586	07/85	$10,086.00	CR-Pasco	G	$4.00 hr	
ET050	1987 Chev 1/2T Pickup	1GCER14HXHJ164492	01051C	07/87	$12,671.00	CR-Pasco	G	$4.00 hr	
ET051	1987 Chev 1/2T Pickup	1GCER14HOHJ164615	01050C	07/87	$11,984.00	CR-Connell	G	$4.00 hr	
ET052	1987 Chev 1/2T Pickup	1GCER14H8HJ164524	01049C	07/87	$11,984.00	CR-Pasco	G	$4.00 hr	
GT050	1970 Chev 2 Ton	CE530P161163	C27397	05/70	$4,509.00	CR-Pasco	G	$21.22 hr	
	with weed sprayer -	WE189 ADD $6.00 hr.							
GT050A	Without weed sprayer							$15.22 hr	
GT062	1983 Ford	2FDKF3719DCA59453	C59584	04/83	$11,923.00	CR-Pasco	D	$7.36 hr	
GT063	1975 Ford F-700	F70FVW85186	C59586	03/83	$3,495.00	CR-Pasco		$21.22 hr	
	includes weed sprayer-WE191								

REVISED AS OF 01/01/88

HT074	1975 Kenworth Tractor	143748S	C60646	10/84	$13,000.00	CR-Pasco	D	$36.78 hr
HT075	1967 Kenworth Tractor	157145SGL	C44075	06/67	$15,000.00	CR-Pasco	D	$36.78 hr
HT077	1974 Ford 10 Yd. Dump	W81CVU30634	C36665	04/74	$20,741.00	CR-Connell	D	$18.00 hr
HT078	1979 GMC 10 Yd. Dump	T49C19V617588	C48805	07/79	$43,476.00	CR-Pasco	D	$18.00 hr
HT079	1979 GMC 10 Yd. Dump	T49C19V617587	C48806	07/79	$43,476.00	CR-Connell	D	$18.00 hr
HT080	1981 Mack 10 Yd. Dump	1M2P131C6BA009879	C49510	07/81	$56,813.00	CR-Pasco	D	$18.00 hr
HT081	1981 Mack 10 Yd. Dump	1M2P131C2BA009880	C49511	07/81	$56,813.00	CR-Connell	D	$18.00 hr
HT082	1981 Mack 10 Yd. Dump	1M2P131C4BA009881	C49512	07/81	$56,813.00	CR-Pasco	D	$18.00 hr
HT083	1982 Mack 10 Yd. Dump	1M2P137C8DA010686	C49578	09/82	$70,042.00	CR-Connell	D	$18.00 hr
HT084	1982 Mack 10 Yd. Dump	1M2P137CXDA010687	C49577	09/82	$70,042.00	CR-Pasco	D	$18.00 hr
MG100	1983 Cat #140G Grader	72V06199	C60629	05/84	$83,754.00	CR-Pasco	D	$19.50 hr
MG101	1984 Cat #140G Grader	72V07098	C60633	07/84	$99,789.00	CR-Connell	D	$19.50 hr
MG102	1987 JD 770BH Grader	513486	01042C	04/87	$84,198.00	CR-Pasco	D	$19.50 hr
MG103	1985 Cat #140 Grader	72V08926	01035C	02/87	$81,394.00	CR-Connell	D	$19.50 hr
MG111	1966 Cat #12F Grader	73G579	C20750	04/66	$21,619.00	CR-Connell	D	$19.50 hr
MG112	1967 Cat #12F Grader	73G2342	C20745	06/67	$30,395.00	CR-Pasco	D	$19.50 hr
MG113	1968 Cat #12F Grader	13K720	C22770	08/68	$31,000.00	CR-Pasco	D	$19.50 hr
MG114	1968 Cat #12F Grader	13K771	C22771	08/68	$31,000.00	CR-Pasco	D	$19.50 hr
MG115	1969 Cat #12F Grader	13K2273	C37107	03/69	$32,500.00	CR-Connell	D	$19.50 hr
SL134	1987 John Deere Ldr	RG466T318891	01056C	08/87	$80,618.00	CR-Pasco	D	$24.00 hr
SL135	1987 Cat Backhoe/Ldr	7BC647		03/87	$44,511.00	CR-Pasco	D	$19.00 hr
SL137	1971 Cat 950 Ldr 3 CY	81J2642	C27418	02/71	$33,963.00	CR-Pasco	D	$24.00 hr
SL138	1980 CASE W24C 2.5 CY	9134843	C48852	04/80	$71,394.00	CR-Connell	D	$24.00 hr
ST140	1978 Asphalt St/Tank			1978	$3,117.00	CR-Pasco		$525.00 yr
ST141	1954 Bealle Asph. Tank	HOST28554	C02185	05/54	$6,815.00	CR-Pasco		$525.00 yr
ST150	1969 Water Tank	3000		1969	$1,830.00	CR-Pasco		$2.60 hr
SV142	Rex Roller	9BHX952		11/85	$65,779.00	CR-Pasco	D	$31.80 hr
SV144	1987 Hyster Roller	A91C3873H		05/87	$42,225.00	CR-Pasco		$19.34 hr
SV150	1987 Tymco Sweeper	87055NH66413	01048C	06/87	$78,052.00	CR-Pasco		$42.40 hr
SV154	1972 Chip Spreader	KS684 Etnrye		1972	$20,901.00	CR-Pasco	G	$56.00 hr
SV156	1983 Sweeper Model H-84	2206631	C60118	06/83	$11,959.00	CR-Pasco	G	$26.25 hr
SV158	1972 DODGE Distributor	D81GP2J561554	C65031	06/86	$2,500.00	CR-Pasco	G	$40.00 hr
SV159	1961 SG Distributor	B184SB197998	C02207	10/61	$10,771.00	CR-Pasco	G	hr
TE162	1976 Heil Compactor	Connell		1976	$30,114.00	SW-Connell		$450.00 mo
TE163	1976 Heil Compactor	Kahlotus		1976	$20,480.00	SW-Kahlotus(A)		$375.00 mo
TE164	1976 Heil Compactor	Merrills Corner		1976	$15,750.00	SW-Merrils Cor		$300.00 mo
TE165	1976 Heil Compactor	Basin City		1976	$15,750.00	SW-Basin City		$300.00 mo
TE180	1976 Solid Waste Boxes			1976	$5,000.00	Solid Waste		$300.00 mo
TR144	Light duty trailer		C27421			CR-Pasco		$100.00 yr
TR145	Light duty trailer		C30975			CR-Connell		$100.00 yr
TR146	Light duty trailer		C29733			CR-Connell		$100.00 yr
TR147	1959 Peer Water Tank	681550	C15323	01/70	$3,380.00	CR-Pasco		$19.36 hr

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TR171	1985 1900 SERIES	1DA72C398FM008157	C65014	10/85	$30,228.00	CR-Pasco		$19.36 hr
TR172	1979 HYster Trailer20TM	22020	C48836	04/80	$10,088.00	CR-Connell		$9.70 hr
TR173	1980 Busby Dump Trailer	PT130C005280	C49600	02/83	$12,500.00	CR-Pasco		$19.36 hr
TR174	1947 Air Compresspr	224698 Leroi/TR	C02185	1947	$2,325.00	CR-Pasco	G	$9.70 hr
TR177	Office Trailer	ZN55473		5/87	$1,293.00	Engr		$6.40 hr
TR178	1984 Cherryhill Pup	CHFC-4-8000	C60616	03/84	$13,850.00	CR-Pasco		$19.36 hr
TR196	1962 Belly Dump	Valley 21662	C19674	1962	$2,000.00	CR-Pasco		$19.36 hr
WE151	5Hp Honda w/2" pump	1480565		4/87	$376.00	CR-Pasco		$158.00 yr
WE152	1984 M-B Street Marker	3-0488		10/84	$3,142.00			$2,000.00 yr
WE153	1972 Onan Generator	0272359582		1972	$292.00	CR-Pasco	G	$125.00 yr
WE155	1987 Echo 30Z			1987	$318.00	Chiawana Pk	G	$225.00 yr
WE156	1985 Chain Saw			1985	$453.00	CR-Connell		$225.00 yr
WE157	Echo Chain Saw	95050		1986	$455.00	CR-Pasco		$225.00 yr
WE158	1986 Onan Generator	317394		1986	$279.00	CR-Pasco		$125.00 yr
WE160	1978 Honda Generator	3109129		1978	$300.00	Fire Mrshl	G	$125.00 yr
WE161	1976 Shovel Shelt	GC42301 Gledhill		1976	$436.00	CR-Connell		$80.00 yr
WE162	Shovel Shelf	S00001		02/84	$500.00	CR-Pasco		$80.00 yr
WE163	Layton H-500B Paver	H-9784-B-6		4/86	$12,206.00	CR-Pasco		$13.30 hr
WE167	Hyd. Hammer	3500H-453		04/80	$730.00	CR-Pasco		$210.00 yr
WE168	90 lb. Jack Hammer					CR-Pasco		$210.00 yr
WE169	1987 Wacker	579904997		09/87	$1,655.00	CR-Pasco		$500.00 yr
WE182	Weed Burner with Tank			1966		CR-Pasco		$100.00 yr
WE183	1983 Water Pump	61867	C37105	1973	$3,045.00	CR-Pasco	G	$12.00 hr
WE187	Weed burner/tank			1950	$458.00	CR-Pasco		$100.00 yr
WE188	1946 Weed Burner	540 Gallon Tank	5111	1950	$458.00	CR-Connell		$200.00 yr
WE189	Weed Sprayer	GT050				CR-Pasco	Charged out with GT050	
WE190	1983 Rotary Mower	RM1017		06/83	$6,200.00	CR-Pasco	charged out with WE193	
WE191	Weed Sprayer	GT063 1500 Gallon Tank		1987	$6,056.00	CR-Pasco	charged out with GT063	
WE193	1978 Ford Tractor	C569511	C48856	1978	$25,038.00	CR-Pasco	D	$39.00 hr
WE194	1980 Ford 1900 Tractor with Loader	U901857 W120643		04/80	$7,868.00	Chiawana Pk	D	$150.00 mo
WE195	1965 Screening Plant	65-464-45-24		1965	$9,110.00	CR-Pasco	G	$2,000.00 yr
WE196	Weed Sprayer	Model RM		1984	$945.00	Chiawana PK		$200.00 yr
WE198	1976 Toro 72" Mower	30782-20333		1976	$5,000.00	Scootney Pk		$260.00 mo
WE199	1982 Toro 72" Mower	30721-1140		04/82	$9,280.00	Chiawana Pk		$260.00 mo
WY200	V-Snow Plow Cat	12-100				CR-Pasco		1596.00 yr
WY201	V-Snow Plow Cat	12-102				CR-Pasco		1596.00 yr
WY202	V-Snow Plow Cat	950				CR-Pasco		1596.00 yr
WY249	1952 Salt Spreader	7145 Laroo		1952		CR-Connell		578.00 yr
WY250	1955 Bros Snow Plow	SP2548		1955	$352.00	CR-Connell		1596.00 yr
WY251	1955 Bros Snow Plow	SP2546		1955	$352.00	CR-Pasco		1596.00 yr
WY252	1955 Bros Snow Plow	SP2250		1955	$352.00	CR-Pasco		1596.00 yr
WY254	1948 Gladhill Snow Plow			1948	$713.00	CR-Pasco		1596.00 yr
WY255	1957 Bros Snow Plow	SP2716		1957		CR-Pasco		1596.00 yr
WY257	1948 Gladhill Snow Plow			1948	$713.00	CR-Pasco(A)		1596.00 yr
WY258	1982 WAC Snow Plow	W012-59		1982	$3,790.00	CR-Pasco		1596.00 yr
WY259	1982 WAC Snow Plow	W012-59		1982	$3,790.00	CR-Connell		1596.00 yr

REVISED AS OF 01/01/88

WY269	1977 Sand Spreader	Meyers Model UGT 600	1977	$1,409.00	CR-Pasco	$578.00 yr
WY272	1973 Sand Spreader	Meyers Model UGT 600	1973	$736.00	CR-Pasco	$578.00 yr
WY273	1973 Sand Spreader	Meyers Model UGT 6	1973	$736.00	CR-Connell	$578.00 yr
WY274	1973 Sand Spreader	Meyers Model UGT 600	1973	$736.00	CR-Kahlotus	$578.00 yr
WY276	1972 Sand Spreader	Meyers Model UGT 600	1972	$993.00	CR-Pasco	$578.00 yr
WY277	1972 Sand Spreader	Meyers Model UGT 600	1972	$993.00	CR-Connell	$578.00 yr
WY278	1983 Sand Spreader	EPOKE	1983	$7,618.00	CR-Pasco	1100.00 yr
TOTAL PURCHASE PRICE		ALL EQUIPMENT		$2,051,080.00		

Equipment No.	Prefix	Equipment Type	Equipment No.
1-19	CR	Cars	150-159
20-59	ET	Pickup	160-169
60-69	GT	General Trucks	170-179
70-99	HT	Heavy Trucks	180-189
100-120	MG	Motor Graders	190-199
121-129	PD	Dozers	200-249
130-139	SL	Loaders	250-259
140-149	ST	Tanks	260-279

Prefix	Equipment Type
SV	Seal/Sweep Equip.
TE	Transfer St. Equip.
TR	Trailers
WE	Weed Contol
WE	Work Equipment
WY	V-Plows
WY	Snow Plows
WY	Sanders

Purchase Price Break By Equipment Class

PREFIX		PURCHASE PRICE	
CR	18340000	$74,501.00	
ET,GT,HT	18470000	$725,854.00	
SL	18520000	$230,486.00	
MG	18530000	$495,649.00	
TR	18570000	$75,664.00	
Tractors	18510000	$32,906.00	WE193 & WE194
Sweepers	18550000	$90,011.00	SV150 & SV156
Other SP	18560000	$326,009.00	ST, SV (except 150 & 156), TE, WE (except 193 & 194) & WY
Other Radio	18880000		
TOTAL		$2,051,080.00	

CHANGE CODE	PAGE	DATE	REVISION, ADDITIONS, DESCRIPTION DURING 1987
		01/02/88	GT017 AND GT064 SIDELINED

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 4, 1988

Miscellaneous - Mentioned briefly the accident that occurred on Road 84 and Court; car went over embankment. Problem of water collecting on Ringold Road. Decided more information was required. No action taken.

A letter was sent to Nancy Caldwell, Human Service Director, certifying the levy monies for Fiscal Year 1988 to Mental Health: valuation - $1,099,644,223 x .0246, results - $27,051.74.

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

January 4, 1988

Nancy Caldwell
Human Service Director
2624 W. Kennewick Ave.
Kennewick, WA 99336

Dear Nancy:

This is to certify the amount of levy monies from Franklin County for Fiscal Year 1988 dedicated to Mental Health are:

Valuation is: $1,099,664,223 x .0246

This results to: $27,051.74

Thank you.

Sincerely,

Harold N. Mathews
Franklin County Com. Chairman

HNM:dm

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 4, 1988

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

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REVENUE SHARING	- Warrant Numbers -	None	
VETERANS RELIEF	- Warrant Numbers -	233 to 235, Both Inclusive,	567.00

There being no further business the meeting was adjourned until January 6, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

Attest:

DD McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Bruce D. Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. - Bruce Gilkeson presented the monthly progress report for review. A resident of Franklin County stopped by and asked the status of Burr Canyon Road. Mr. Gilkeson advised him at this time a court hearing was set on January 15, 1988 to settle the controversy concerning the bidding process.

Resolution 1-88 was signed - Review of all contractors, proposals, and contract modifications under the Job Training Partnerhsip Act.

FRANKLIN COUNTY
RESOLUTION NO. 1-88

WHEREAS, it is of necessity that all contracts, proposals, and contract modifications, funded under the Job Training Partnership Act (JTPA) be reviewed, and

WHEREAS, the following proposals and modifications have been reviewed:

Contract Modification - PY 1987

87-KEY 2A **Pasco School District/PASSKEY** **$90,000**

Modification to include an additional $40,000 of PY 86 carryover money to the above contract for provision of employment and training services to economically disadvantaged youth in Benton and Franklin Counties.

8% Vocational Education Request for Proposals

BMAC/JOB TRAINING CENTER **AMOUNT REQUESTED: $7,250**

Provision of employment and training services to 5 Offender/English as a Second Language individuals in Walla Walla County.

PASCO SCHOOL DISTRICT **AMOUNT REQUESTED: $18,674**

To provide educational and employment/training services directed to 20 at-risk youth, dropouts, in Benton and Franklin Counties.

BMAC/JOB TRAINING CENTER **AMOUNT REQUESTED: $8,000**

To provide increased student awareness toward vocational training options and career preparation for approximately 40 JTPA eligible youth in Walla Walla County in coordination with Walla Walla School District #140.

6% Incentive Request for Proposals

JUVENILE JUSTICE CENTER **AMOUNT REQUESTED: $26,946**

To provide services to 36 Benton, Franklin, and Walla Walla youth that are under court jurisdiction.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

Needs Assessment Request for Proposals

SMALL BUSINESS DEVELOPMENT CENTER **AMOUNT REQUESTED: $16,620**
WASHINGTON STATE UNIVERSITY

To provide the Benton-Franklin-Walla Walla Service Delivery Area with an indepth needs assessment to insure maximum services are being provided.

THEREFORE, having reviewed said contracts and modifications we are confirming by our signature, approval of same.

DATED: Jan 4th **day of** Jan, **19**85.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D Mathews
Chairman

K Miller
Member

Bruce W Whitemarsh
Member

ATTEST: Doris M McLaughlin
Clerk of the Board

Resolution 88-2 Joint Resolution Budget for the Juvenile Center for 1988. Mr. Mathews and Mr. Whitemarsh signed. Mr. Miller refused to sign until an interlocal agreement had been presented and signed by all parties.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 005

FRANKLIN COUNTY RESOLUTION NO. 88-2

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

WHEREAS, the 1988 Juvenile Justice Budget is approved at $984,158.00 Franklin County is responsible for $216,845.00 or 22% and Benton County is responsible for $767,313.00 or 78%.

WHEREAS, the above 1988 budget figures were established through the following process: (1) Application of separate Salary Schedules for all non-bargaining employees on base salaries as of 12/31/87 (see attached schedules, Exhibits A and B), (2) Application of the 1988 percentage based upon referrals (78%-22%) for all bargaining employees and non-salary line items in the operating budget and (3) Application of the ownership percentage (72%-28%) for all "non-use" facility expenses, and;

WHEREAS, the budget was established using the above formula, any changes to the 1988 budget will follow the same formula eg. changes to non-bargaining salaries will be applied separately by each county, changes in the "non-use" facility budget will be on a 72%-28% basis, and changes in bargaining and non salary operating budget line items will be on a 78%-22% basis, and;

WHEREAS, separate line items shall be implemented for each county identified as Benton County Salary Schedule Increases and Franklin County Salary Schedule Increases with any unused portion of said line item to be returned in full to the respective county, and;

WHEREAS, all new non-bargaining employees salaries for the Juvenile Justice Center will be determined by joint board agreement and then placed on respective salary schedules for Benton and Franklin County, and;

WHEREAS, any revenue produced through the operation of the Juvenile Justice Center will be distributed to the counties on the basis of the percentage established for the entire budget, and;

WHEREAS, the percentage formula established for 1988 will be reviewed annually by both boards and percentage variation will reflect actual referral by each county, NOW THEREFORE

BE IT RESOLVED by the Boards of Benton and Franklin Counties Commissioners that the 1988 Juvenile Justice Budget be approved
at $.

DATED this 6th day of January, 1988.

R.E. Isaacson
Chairman

Robert F. Drake
Member

Commissioner Jones absent
Member

ATTEST:

Joan Hunting
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

DATED at Pasco Washington, this 6th day of January, 1988.

Harold N. Matthews
Chairman

Bruce D. Whitmarsh
Member

Member

ATTEST:

Doris D. McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

EXHIBIT A

FRANKLIN COUNTY

BENTON/FRANKLIN COUNTIES JUVENILE CENTER

SALARY SCHEDULE, 1988*

Position	Salary Range		
ADMINISTRATOR	3080	3510	3939
ASSISTANT ADMINISTRATOR	2250	2708	3166
DIRECTOR/SUPERVISOR	2100	2515	2930
COORDINATOR/COUNSELOR II	1750	1992	2233
MANAGER II COUNSELOR I	1600	1821	2042
MANAGER I	1500	1707	1914
SECRETARY II BOOKKEEPER CASEAIDE	1200	1366	1532
SECRETARY I FILE CLERK RECEPTIONIST	1000	1253	1405

* Salary range indicates start, middle, top.
Salary increases for 1988 are based on 3% step increase for those staff currently on schedule.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

EXHIBIT B

BENTON COUNTY

SALARY SCHEDULE

NON-BARGAINING EMPLOYEES

		A	B	C	D	E
	11	3500	3675	3950	4225	4500
Administrator	10	3100	3255	3503	3751	4000
Assistant Admin.	9	2800	2940	3177	3414	3650
	8	2600	2730	2953	3176	3400
Director Supervisor II	7	2400	2520	2773	3026	3280
Supervisor I	6	2200	2310	2473	2636	2800
Coordinator II	5	2000	2100	2267	2433	2600
Manager II Counselor II Coordinator I	4	1800	1890	2060	2230	2400
Manager I Counselor I	3	1600	1680	1787	1894	2000
Secretary II Bookkeeper Caseaide	2	1400	1470	1580	1690	1800
Secretary I File Clerk Receptionist	1	1200	1260	1373	1486	1600

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 6, 1988

Nancy Caldwell, Human Services Director, presented for signature two amendments to Contract 2200-6062, Benton Franklin Counties and Washington State Division of Mental Health. Admendment #5 extends the contract period for 18 months and increases the dollar amount by $1,033.711. Amendment #6 will increase involuntary commitment by $186.240. Both amendments were signed.

Ms. Caldwell also presented for signature amendment to Contract #1440-47742(2) between Benton and Franklin Counties and the Bureau of Alcohol Substance Abuse. This amendment reconciled the final statement for the work for 1985 and 1987, bienium. This was signed by Mr. Mathews.

Joint Resolution 88-3 called for the appointment of Mr. Homero Tamez for a three-year team to the Substance Abuse Administrative Board and the reappointment of Ms. Minda Finley for another three-year term to the Substance Abuse Administrative Board. A copy of this resolution will be incorporated into the minutes after all signatures have been obtained.

The Franklin County Commissions unanimously approved the reappointment of Jack E. Cooney to the and the appointment of Diego L. Gonzales to the Advisory Board for Franklin County Area Agency on Aging.

1:30 p.m. At the Benton County Commissioners meeting, Franklin County terminated their association with Benton County in sponoring the Benton/Franklin Counties Fair.

There being no further business, the meeting was adjourned until January 13, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitmarsh
Member

Ken Mills
Member

Attest:

DD McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 016

FRANKLIN COUNTY RESOLUTION NO. 88-3

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENTS TO THE BENTON-FRANKLIN COUNTIES' SUBSTANCE ABUSE ADMINISTRATIVE BOARD

WHEREAS, Benton County Resolution No. 82-479 and Franklin County Resolution No. 82-110 created the Benton-Franklin Counties' Substance Abuse Administrative Board; and,

WHEREAS, said resolutions provided for Board composition of nine members appointed by the two Boards of County Commissioners; and,

WHEREAS, Board member Willie Stone of 1801 Road 40, Pasco, Washington, resigned her position on October 20, 1987, and the term of Ms. Minda Finley of 655 Cottonwood, Richland, Washington, expired December 31, 1987; and,

WHEREAS, the Substance Abuse Administrative Board has recommended that Mr. Homero Tamez be appointed to the Substance Abuse Administrative Board for a three-year term, and he has indicated willingness to accept said appointment; and the Board has recommended that Minda Finley be re-appointed to the Substance Abuse Administrative Board for a three-year term, and she has indicated willingness to accept said re-appointment; NOW, THEREFORE,

BE IT RESOLVED that the following-named individuals are hereby appointed to the Benton-Franklin Counties' Substance Abuse Administrative Board for the term of office as follows:

Mr. Homero Tamez
2120 N. 14th Avenue
Pasco, Washington 99301
Term expires December 31, 1990

Ms. Minda Finley
655 Cottonwood
Richland, Washington 99352
Term expires December 31, 1990

DATED at Prosser, Washington, this 20th day of January, 1988.

Chairman of the Board

Member

Attest: Clerk of the Board

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

DATED at Pasco, Washington, this 6 day of January, 1988.

Chairman of the Board

Member

Attest: Clerk of the Board

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

Commissioners Record 30
FRANKLIN COUNTY
Commissioner's Proceeding for January 11, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Ken Miller, Member; Bruce D. Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

9:30 a.m. Action taken - A letter was sent to the Benton County Commissioners verifying the termination of the fair contract with Benton County and the Fair Association Board effective January 12, 1988.

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

January 11, 1987

BENTON COUNTY COMMISSIONERS:

Whereas, Benton County has chosen to develop a County Fair Budget in December, 1987, and as of January, 1988, hired the Benton/Franklin County Association employees. By action of the Benton County Commissioners, not to include Franklin County in any budget or contract agreements with the Benton/Franklin Fair Association. And as of the letter from Benton County Commissioners excluding Franklin County from any 1988 Fair contract: We, the Commission of Franklin County will cease any contract negotiations as of January 12, 1988 for any 1988 contract with Benton/Franklin Fair Association and Benton County. We are allowing the five year contract between the Benton/Franklin Fair Association and Benton County to terminate as of April 30, 1988.

We wish you good luck and will continue to support the Benton County Fair for the good of the citizens of both counties.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Ken Miller
Member

Bruce D Whitemarsh
Member

10:00 a.m. Bruce Gilkeson, County Engineer, advised the Board of a labor negotiation meeting on Wednesday, January 13, 1988 for the Road Department. He also advised that due to the unavailability of Mr. Ellis the Ida Norlin Road Vacation meeting was postponed and a continuation date would be set up for a later date.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 11, 1988

10:35 a.m. Action - Letters were signed and mailed to Jack E. Cooney for reappointment to the Advisory Board for Franklin County Area Agency on Aging, for a three-year term, January 15, 1988 through January 15, 1991. A letter was also signed and mailed to Mr. Diego L. Gonzales for a three-year term, January 15, 1988 through January 15, 1991, to the Advisory Board for Franklin County Area Agency on Aging. A letter was also signed and mailed appointing Mr. James W. Rogers to the Housing Authority Board. His term started immediately and would expire January 28, 1992.

Action - the Board signed the PIC Administrative Entity Budget, Modification #3, for January through June, 1988, in the amount of $140,551. The budget was returned for signing by the remaining parties. Also signed and returned to the Benton Franklin Governmental Conference for further signatures were Amendment #1 to the Benton-Franklin Governmental Conference Grant Recipient Budget for Program Year 1987 in the amount of $6,113 and the third modification of the PIC Training Division Administrative Budget for January through June, 1988 in the amount of $16,566.

Warrant Numbers 20620 - 20621, both inclusive in the amount of $3,000 were approved and signed.

Resolution 88-4 was approved and signed - To provide Administrative Services for the implementation of the 8% CVE projects.

FRANKLIN COUNTY
RESOLUTION NO. 88-4

WHEREAS, it is of necessity that all contracts, proposals, and contract modifications, funded under the Job Training Partnership Act (JTPA) be reviewed, and

WHEREAS, the following contract budget has been reviewed:

8% CVE Budget

PIC Administrative Entity **8% CVE Budget**

To provide Administrative Services for the implementation of the 8% CVE projects. This amount will not increase the total Administrative Entity expenditure amount.

THEREFORE, having reviewed said contract budget we are confirming by our signature, approval of same.

DATED: Jan 11th **day of** January, **1988**

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Ken Miller
Member

Bruce A. Whitemarsh
Member

ATTEST: Doris D. McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 11, 1988

Action 2:00 p.m. - Mr. Mathews announced that today's Public Hearing was to hear testimonies for and against the approval of a conditional use permit for the Pasco Sanitary Landfill. No decision would be made today. The meeting would be continued until February 3, 1987 to allow the Commissioners more time to study the proposal in detail. A decision would be made at that meeting. Testimonies for the approval were heard from John Zillich, Elaine Dietrich, Jim Ajax, Larry Lowry, Leonard Dietrich, Jake Dietrich, Darrell Burnett, Ray Gross, Jim Rogers, Roger S. , Ray Cummingham, Gil Tomlinson, and Larry Dietrich. Mr. Rex Phillips presented a statement for the dump site to be exclusively for Franklin County residents. Mr. Robert S. Lawrence presented a neutral comment. Opposing comments were presented by Mr. Roach, Randall Brown, Mike O'Neil, Tim Tibbett and Ms. Eileen Harris. The floor was closed for testimonies at 4:27 p.m. Questions were heard from the floor. Adjournment was called at 4:30 p.m.

5:00 p.m. Motion made to continue the Regular Board Meeting until January 12, 1987 for the approval and signing for vouchers.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitmarsh
Member

Member

Attest:
DR McLaughlin
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

PUBLIC HEARING
CONDITIONAL USE PERMIT FOR
THE EXPANSION OF THE PASCO SANITARY LANDFILL
JANUARY 11, 1988

The meeting was called to order at 2:00 p.m. by Mr. Harold Mathews, Chairman of the Franklin Board of Commissioners. Mr. Mathews introduced the members at the front table: Ken Miller, Franklin County Commissioner; Bruce Whitemarsh, Franklin County Commissioner; Diane McLaughlin, Secretary to the Commissioners; and Robert Boothe, Franklin County Planner.

Mr. Mathews asked that the sign-up sheet be passed around, signed, and returned to him.

Mr. Mathews read the rules for the meeting:

PASCO SANITARY LANDFILL - FILE # CUP 87-2

The Board of County Commissioners is meeting today to consider the recommendation made by the Franklin County Planning Commission to approve the conditional use permit for the expansion of the Pasco Sanitary Landfill. The Planning Commission recommended approval and attached 12 conditions for approval of the proposal.

At today's public hearing, this board will be accepting testimony for and against the approval of this permit application.

The hearing will be for the purpose of accepting facts as it pertains to the proposal. There will be no discussion of anyones character - be it positive or negative.

When it comes to the given testimony, at the period of time it becomes redundant and you are going to say the same thing that someone else has said, make a note who has said your statement already and make the statement that you support the facts as stated by so-and-so.

We are going to ask that the proponent present his proposal and/or material to the board and try to limit it to 15 minutes, if possible.

Anyone else who wishes to speak in favor of the proposal, we would like to limit it to approximately 3 minutes, if possible.

Those wishing to speak in opposition will also be allowed to present their material to the Board. If there is a spokesman for those opposing the permit, we will try to limit that to approximately 15 minutes.

Anyone else wishing to speak in opposition will be allowed 3 minutes if possible.

At the end of the proponents and opponents testimony, we will ask for clarification of any public testimony made and allow questions to be asked.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

After that, the Board will close the hearing for any further public testimony.

Because of other commitments during the month of January and because the Board wants to review the issues carefully, the Board will continue the hearing until Wednesday, February 3, 1988, at 11:00 a.m. in the Commissioners' Chambers, at which time a decision will be made on the permit. The Board will also accept additional written comments until Friday, January 22, 1988.

No additional testimony will be taken at the February 3rd continued hearing.

Mr. Mathews turned the meeting over to Mr. Boothe.

Mr. Boothe restated that this was a hearing on a Conditional Use Permit for the Pasco Sanitary Landfill. The expansion is approximately laying south and east of the existing site. The expansion area will be approximately 80 acres and will be for the disposal of sludge and, eventually, for the expansion of the solid waste landfill area. The Planning Commission met on December 1st and 15th of 1987. They recommended approval of the application and forwarded it to the Board of County Commissioners. Since that time the Board of County Commissioners have in front of them the following exhibits:

Draft Environmental Impact Statement; Final Environmental Impact Statement; Planning Department Staff Report (11/20/87); Planning Commission Hearing of 12/1/87 - Transcript; Planning Commission Hearing of 12/15/87 (continued hearing); Planning Commission Findings of Fact (12/15/87); Sludge Material Information, Washington State University, EB 1430; letter from Jessie Alderson; letter from Septic Tank Service Business; letter from Edna Birchill; letter from Marvin McMahan; letter from Gerald Roach; Petitions of Opposition from Gerald Roach - 611 signatures; letter from S. W. (Bill) Preston; letter from James P. Mattes; letter from Annie D. Brown; and letters from Robert J. Pinkney, Alma E. Jones, Marvin Jones, Lillian Burk, Fredrick and Harriett Harlis, Johanna P. Roach, Fred R. Elliott, Robert and Joanne Alderson, Bob and Eve Allard, Wilma B. Clowdus, Vivian A. Yamanchin.

At this time we will start our testimony, and those in favor of this permit may make their presentation. Who is the spokesman?

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

John A. Zillich, Waste Management & Environmental Specialist with J-U-B Engineers spoke for the proponents using a slide presentation. Facts presented by Mr. Zillich:

(1) Proposal is for the expansion of the Pasco Sanitary Landfill from approximate 200 acres to 280 for sludge utilization as required by the Department of Ecology and the local Health Department.

(2) This would also include solid waste disposal here. We have a request to double the amount of solid waste that would be disposed of at the landfill.

(3) This schedulization would take care of the City of Pasco sludge and the septic tank pumping from approximately 350,000 people for a period of 10-27 years.

(4) Solid waste handling - capability of handling the waste from this area from 27-36 years.

(5) A slide was presented showing the Pasco Landfill area with the addition of the sludge lagoon. Area 1 shows the existing site; Area 2 is leased from the Burlington Northern; and Area 3 is the expansion area.

(6) It is the intention of the landfill to have all the septic tank pumping from the bi-county area go first to the City of Pasco Municipal Sewage Plant for treatment prior to being brought to this sludge disposal lagoon. There is approximately 800,000 gallons/year of sludge from the septic tank pumpers and about 800,000 gallons/year from the City of Pasco sewage treatment plant. In comparison, the dairy pond, which is adjacent to the expansion proposal, currently disposes of about 20 times as much.

(7) Modern solid waste disposal. Presented a slide on trench disposal now being done at the landfill. The amount of garbage being exposed at one time is very small (on slide presentation in Area 2 it is the small square labeled Active Face). This is a continual process in the landfill where a trench is dug, solid waste is placed in the trench and compacted by the truck, and the next trench is constantly being dug to make a constant operation. The exposed area is smaller than the lot that the courthouse sits on. There is not a lot of exposed garbage.

(8) The sludge lagoon would be able to hold a four-month supply and would be pumping sludge approximately three times a month. Presently sludge is now dumped at the landfill daily from both the septic tank pumpers and the City of Pasco. So we would go from a daily operation to an operation to apply this material

to the circle about three times a year. In this circle they are planning to grow timothy hay, which is a good feed for race horses.

(9) In showing the three different areas; Dietrich owned, leased land, and the expansion. If they should lose the lease on the railroad and the expansion is not approved, we have a 16-year site life for the landfill. With the lease land, the site life is about 27 years, and with the expansion it is increased to 36 years.

(10) The next issue - groundwater. Data is available on monitoring of the wells since 1982. There are now 15 wells on the site that are monitored. The groundwater at the site meets drinking water standards. The groundwater at the industrial area where hazardous waste was taken in the past does not meet drinking water quality for some solvents. But they are separate issues. We are not here to approve the land use for disposal of hazardous or industrial waste.

(11) Groundwater flow has been measured at the landfill and is southwest. The dots are wells outside the landfill (not including the 15 on the landfill). The arrows indicate groundwater movement and the lands indicate the elevation of groundwater flowing through this area. There are two wells being used for drinking water by the fill - DeVries and Savage & Sons.

(12) Litter - there will be some litter from this landfill. This is inherent in any landfill despite the best practices, continuous compacting and the installment of several hundred feet of 8' high litter control fence. Crews are hired to pick up the litter.

(13) Birds, flies, rodents and odor - If you move the site into an area that it is not on right now, there will be an impact here, but I think it is small and insignificant. In the last five years, I have spent a lot of time at the landfill and I have yet to see a rat. On the odor, I would say that from my experience out there by moving the landfill into this circle, the odor from the landfill would be imperceptible compared to the odor that exists from the adjoining property.

(14) Land use and values - There is going to be some degradation of land values for residence purposes. The entire area immediately surrounding the landfill is zoned for agriculture or commercial zoning.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

(15) Outside Waste - This has come up a number of times. There are no restrictions on the owners of this landfill from bringing in outside waste right now. It is a private facility; a private business. In the Environmental Impact Statement I would direct the commissioners to a table that indicates there are nine surrounding counties that have all sited they accept outside waste. We are not requesting an extraordinary amount of waste here. We are not talking about taking the City of Seattle or Spokane's wastes. We are taking 53,000 tons of waste per year. We would like to double that quantity to 106,000 tons per year. Last year, these figures are a little outdated just because of the Environmental Impact Statement and the process we have been through, we took 55,000 tons. The City of Kennewick, which until two years ago came to this landfill, generated 34,000 tons. That is a total of 89,000 tons. We are not asking to take Seattle or Spokane. We are asking to take enough waste to stay in business. This facility receives no public money. If we were to take Spokane waste and lost the lease to the railroad land and this proposal was not approved, we would have about a five-year life, maybe seven. Taking Seattle would be a five-year life. The proposers are not asking to fill up this waste site and leave town in five to seven years. They have been there since 1956. Mr. Dietrich would like to spend the rest of his working career here, and that's why we are talking 27-36 years.

(16) Economics - Rate structure on how we compare to other areas. As low as $1.50 in Asotin County to $8.88 in Ellensburg. City of Richland and City of Pasco are $2.85 per cubic yard. Right now, the cities of Richland and Pasco are two of the lowest in the state and they provide good service. One of the reasons for the good rates is the competition -- two landfills serving the same area.

I have covered the issues, now the question is really "Why are we here?" We are here because this is the last step in a long process. In October 1985, the state issued their minimum functional standards for landfilling activities. They have revised what needs to be done at all facilities whether private or public; they require long-term planning, performance standards for the facilities, and permits for the landfill. Pasco Sanitary Landfill submitted an extension request to the Benton Franklin Governmental Conference. The conference's solid waste advisory committee approved this activity and incorporated

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

it as the long-term plan. The Benton-Franklin Health Department notified the landfill that the municipal code changes would need to be changed by January 1, 1988. Franklin County Planning Department required us to write an Environmental Impact Statement as part of the land use activity, that was done. We have been through the entire Environmental Impact Statement process and the Franklin County Department staff recommended approval to the Planning Commission and the Planning Commission recommended approval to the commissioners. We also have a permit issued by the Benton-Franklin Health Department. We have been going through hearings, providing necessary documentation and conducting studies for almost a year. There have been a lot of approvals in the process and we hope to get approval today.

In summary, there are factors to consider with this approval and factors to consider if this land use permit is not approved. First of all, the factors for disapproval are that sludge disposal would stop immediately. There is no amount of space for continuous sludge disposal if there is no facility available. There are economic problems I will not go through them, but I'll call this to the commissioners attention. The last thing I want to say is you could avoid the issue and not make a decision here. You can avoid it for a month, two months, five years, but you probably will have to face it again some time in the future. It is not going to get any easier. Factors for approval, there will be some devaluation of adjoining property; some people are not going to be happy. All this waste is generated and it will have to go somewhere. But I will commit to you that land use is consistent in current zoning out there. The waste problem will be solved. They will be solved by a company that has been here, at that site, since 1956. You will continue to have good service at reasonable rates. This operation made its way at no cost to the county. There are no county employees employed. You do not pay taxes to support this facility. This is a private enterprise system in the purest sense. There are no subsidiaries from the federal government at this facility. The proponents have met all requirements. Commissioners, I am not saying you couldn't do it yourself or someone else couldn't do it. We have been a whole year going through this. If this is not approved, somebody else will have to do it. What we are asking for is the approval.

Mr. Mathews - Thank you. Is there anyone else who wishes to speak in behalf of this?

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
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Elaine Dietrich - I live at 1040 Merry Lane, Pasco, WA. We had assumed a decision to grant or not to grant the conditional use permit for expanding the landfill would be based on the information provided in the Environmental Impact Statement. As a result, when people contacted us asking if we would like them to write letters, etc. in support of this proposal we had to decline stating we'd rather have this issue decided on the facts of the Environmental Impact Statement than on the editorial page of the Tri-City Herald. Even with all the adverse publicity in the paper, we still feel this was a good decision. Definitely garbage is not a popular issue. People tend to forget about it once it's out their back door. Because of this attitude, it does not surprise me that we the proponents are probably in the minority here today, and as everyone who attends or conducts meetings such as these know, it is generally the people against an issue who show up and are the most vocal. Before I begin addressing the issues brought up by the opposition, I would like to take this opportunity to point out that yes Pasco Sanitary Landfill is a private business and is supported by the people who use the facility. We do not receive state grant money nor are we subsidize by the federal government. Due to the cost of implementing the minimum functional standards that go into effect in 1989 landfill rates are going to rise substantially. Our proposal by taking in additional garbage because of the economy at scale allows us to spread the cost over a large number of tons. In previous meetings we have tried to make the point that the biggest advantage of this plan is we wouldn't be doing anything that differently then what is being done at the present. Yes, garbage would be coming from outside the area. It is an economic necessity, but if the landfill is considered safe while accepting 53,000 tons of local waste why doesn't it stand to reason that it would be safe in accepting 106,000 tons even if some of the waste comes from outside the area. Garbage is garbage. I think a person would be hard pressed to tell the difference between the Franklin County garbage and outside garbage. The same holds true for the method of handling the City of Pasco and the septic tank haulers sludge. The raw animal waste is being sprayed now. I don't feel that spraying treated human waste is any more objectionable. Mr. Savage, one of our neighbors, has shown the most concern about the issue of traffic. Again, I can't understand his concern. Not only did he build at his present site knowing that the landfill was just down the road, but at the time he built, there would have been more

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traffic there then there is today because at that time Kennewick Disposal was hauling to our facility. Due to the lack of time, I will not comment on the rats, flies, birds, and odor issue other than to say yes we do have them, but not to the extent the opposition would have everyone believe. The groundwater issue I feel is the most important one. I am not an expert on the subject, but common sense tells me if there is no problem with the current site why would there be with the additional acreage? In conclusion I would like to say it is in our best interest to continue to operate this landfill in the best and safest manner possible. I recommend approval of this conditional use permit. Thank you.

Mr. Mathews - Is there anyone else? Give your name.

Jim Ajax, Public Works Director with the City of Pasco. For approximately the last six years the City of Pasco has taken its treated and digested sludge from its municipal sewage treatment plant, hauled it to the landfill and basically dumped it or disposed of it. This was done at the specific direction of the Department of Ecology. The Department of Ecology recently promulgated new rules, and the rules are perhaps not the same but very similar to what is happening across the country. Yor've heard potential pollution of the water table. You can't refuse a concern an item that has to be addressed in a landfill. Municipal sludge has a high nitrogen content. It is a fertilizer. A problem with municipal sludge is if it is allowed to accumulate in one spot without the nitrogen being utilized if you have a lot of surface water, it is possible, over a period of time, that nitrogen could get down into the groundwater. What our State Department of Ecology and is happening national they said don't dispose of sludge, municipal sludge, look at it as a resource that can be utilized. It has a value because of the nitrogen in it. What this proposal involves is building a lined lagoon so that that liquid sludge could be placed in that lagoon for temporary storage. The idea of having it lined is so it cannot get down into the groundwater. It would then, this was indicated, it would be pumped out onto an irrigated circle where an alfalfa crop would be grown. That alfalfa as opposed to using a commercial fertilizer would utilize the sludge. That's our understanding of the proposal. It is to our understanding precisely in accordance with what the Department of Ecology wants. If this proposal is approved, it is the intention of the City of Pasco

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to haul our liquid sludge to this pond, turn it over to Mr. Dietrich where it would be not disposed of, and I don't mean to tie it up in terminology of our own but the Department of Ecology, it would be utilized for fertilizer purposes for an agriculture crop. Additionally, at present, septic tank waste directly pumped from the septic tanks are going to the landfill being disposed of, likewise chemical toilet waste. Working with the Benton-Franklin Health District, the Department of Ecology will recognize that that is not fully treated in one case and not even partially treated in other case. What the City of Pasco would like to do, not for the whole state but for the Tri-City area because there are people on this side of the river and the other side of the river that are connected to septic tanks and those tanks need to be pumped. There are construction sites with chemical toilets. They got to be dumped somewhere. What the City of Pasco is attempting to work out is that our sewage treatment plant would receive that waste from septic tanks and chemical toilets, go through our full treatment process, the digested sludge having gone through the digesters at the plant would then go to the pond to be pumped on to the irrigated field and a crop grown. Again from the sludge standpoint there is nothing new to go to the area. It is going there now. In the case of our municipal sludge, it isn't growing a crop; its been applied to the land. There is a concern that if that happened over many years the nitrogen could possibly and other trace elements could get to the groundwater. The solids pumped from septic tanks are going into the landfill and untreated sewage from chemical toilets are going there. So nothing new is going to be added, but what's proposed will be at least treated at least as far as before and in the case of septic tanks, chemical toilets further treated. The City of Pasco feels this facility that is being made available or proposed to be made available very much will fulfill a community need. Thank you.

Mr. Mathews - Thank you sir. Anybody else who wishes to speak on behalf of this? Yes sir, come up please.

Larry Lowry - Forgive me if I stumble over this, but I'm not accustomed to quite this many people. I am a septic tank pumper, and I find it hard to believe that like Mr. Zillich mentioned you have 35,000 people in the Tri-City area that have septic tanks. What is going to happen to these people if they can't dispose of their waste? What's going to happen to the businesses that

depend on septic tanks that are going have to shut down because they can't dispose of their waste? I urge the Commissioners to approve this. It is vital to the economy of Franklin County. One other thing that I have to say is that I have lived all across the United States. I've worked in this business for 17 years. I've also lived in Europe and the use of human waste as a fertilizer is a common practice, and if anybody has ever served in the army and been in the Far East, this is a common practice over there and has been for 100 years. I don't see any health problems in Japan, Korea, Okinawa, or China. They are all healthy people as far as I am concern. Thank you.

Mr. Mathews - Thank you. Anybody else who wishes to speak on behalf of this?

Leonard Dietrich - Owner of Basin Disposal, also Ed's Disposal, Inc., which works in Benton City and West Richland. I have no financial interest in the Sanitary Landfill other than from a personal standpoint of where am I going to get rid of your solid waste. So there are no ties financially, other than there is some blood there. There's no doubt about it. We don't always agree on all of the issues that we debate, and there are many of you that recognize that. I might start out that the fact that we are not talking about a 22-year life on the landfill. There is no lease that is perpetuity and there is no rental that is perpetuity. It was pointed out up here, if you didn't understand it, if you take out the rented and the lease property from Burlington Northern or BNR you have some 16 years left of life. Okay, let's take those out, and if you take today we're having a hearing on what it would take to move a landfill or expand landfill, I will guarantee you that you will not do it in five years. You would probably come close to seven or eight years to get that done. So where does that leave everybody here that on Monday morning and the wastebasket is full, they've got a problem. They take it out to the garbage can. First of all, it is a problem to get your kid to take it out, but second of all, if you do manage to get it out to the garbage can and after a week that is full, you've got a crisis. What are you going to do? Well, I probably haul everybody's garbage here and when the can gets full, I come through and the majority of the time we do pick it up. There are a couple of times we don't and I get the calls. But that is kinda of John's lite side. But what happens when I do down the alley and my truck gets full. What am I going to do with it? I know what I am going to do with it now, and

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I know what I am going to do with it for at least the next 16 years. I take it out to Larry. I pay him some money. He dumps it, takes care of it in an environmentally safe way. What happens if we're not able to or he is not able to expand the landfill and loses the leases on the property that is out there? We got eight years left. So we start the process and we got a problem. I've got no place to dump my trucks, so we start this process over right now. And, I'll guarantee you in five years we will not have it done. And, then you've got three years left and I got no place to go with my trucks and you've got no place to take the can that started out underneath the kitchen sink. So put that in perspective. I'm not going to address the issue of bringing trash in or solid waste from other facilities. I am talking about here locally. It would behoove the Commissioners to approve this application from the purest standpoint of what are we going to do. I'm sure that you all agree that we need more than eight years of useful life of the landfill. You have to assume that everything is going to be as bad as it is, you're going to lose the leases. So we are stuck with 16-years which will bring it down to eight years and pretty soon I think you are in trouble. Where do we take it then? It doesn't disappear. It still comes out of the house everyday. I tell you the City of Pasco - 53 lbs. a week from each house. You got to find some place to go with it. You have to find a place to take care of it ecologically and both economically. And, I think the solution has been presented before you to expand the landfill so that we can continue to have hopefully the lowest rates in the state. They're not going to stay where they are at. We're not going to be hauling garbage at the same rate or disposing of garbage in the same way we are now. So when you get all said and done and you listen to the emotionalism that has come up with this subject, I think if you search your soul and you realize that we only probably have three or four years left if the worst scenario came down. Why not move that into 14 years? So really we are not talking about 27 or 36 years. Let's start backing out the other ones, hopefully, that will last that long. If we had not and my father had not looked at it before 1956, we would still be a dump, and we are not. There is not a dump out there. There is not a dump in the Tri-City area except for behind some houses and those are dumps. This is a sanitary landfill. There are no dumps. We would still be on the end of Wehe Street, and I would suggest that

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through proper planning we moved from Wehe street to the site to where he is at now and will continue to be there in a safe environmental manner if you approve this permit. It is not an approval for the 37 years as a process. There are monitoring wells that go by every year and every few years they have to renew that permit and so it is a continual process. Something should happen, they would catch it right away. It's not, basically, when they give me the garbage they don't care what happens to it. It just goes out the door and disappears. It's not that case out there. He is taking the liability for perpetuity. I'll tell you that was a decision that was made when the family business was split. I didn't want the landfill. He can have the liability that is out there. It's for perpetuity. I'm also involved in that because I deliver it to him, and if there is a problem, you can believe that my name is going to be on the bottom of it. So with that I would ask for a positive recommendation on this. Thank you.

Mr. Mathews - Thank you sir.

Jake Dietrich - I've worked for the company for years and hauled a lot of septic tanks, thousands. What I can't figure out that Iowa Beef, McGregor, Boise Cascade, and how many of you people have been out by that dairy along that ground especially in the summertime. I'll tell you to go out there. I've been around quite a bit and a lot of smell... Dairy is number 1, and they can't deny it either. ...that actual stinks and the wind comes from the north northeast to the city limits. Iowa Beef and them other people are blamed for it. And there ain't a nicer dump in the world. If that one was a sloppy, filthy dump, it wouldn't be a word said. A lot of that stuff was brought up by that gentlemen there that I don't have to.

Mr. Mathews - Thank you sir. Is there anyone else.

Curtis Moore - Rather talking off the cuff, I'm going to read. I think it states what I've learned and what my position is as well.

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TO: FRANKLIN COUNTY COMMISSIONERS

SUBJECT: EXPANDING PASCO DUMPSITE

THE ISSUE OF EXPANDING THE DUMPSITE AND SPRINKLING SANITARY SYSTEM SLUDGE IS OF CONCERN TO ME FOR SEVERAL REASONS. I AM A HOMEOWNER IN RIVERVIEW. MY HOME HAS A SEPTIC TANK AND A 30 FOOT WELL FOR WATER. BASIN DISPOSAL COLLECTS GARBAGE FROM MY HOME AND MY BUSINESS IN PASCO.

I RECEIVED THE MAILINGS CONCERNING THE DUMPSITE. I READ LETTERS AND ARTICLES PRINTED IN THE NEWSPAPER. MOST OF WHAT I READ WAS DESIGNED TO APPEAL TO MY EMOTIONS AND WAS CLEARLY STACKED AGAINST EXPANDING THE DUMPSITE.

MY QUESTIONS WERE:

IS MY WELL GOING TO BE CONTAMINATED WITH HUMAN SEWAGE?
IS THE AIR I BREATHE TO BE FOULED FOR THE NEXT 36 YEARS?
WILL PASCO BE INUNDATED WITH GARBAGE AND BE KNOWN AS THE DUMPSITE OF WASHINGTON?

THOSE ISSUES ARE PRETTY HEAVY. I DECIDED TO FIND OUT.

DURING THE PAST WEEK I HAVE PERSONNALLY TOURED AND INSPECTED THE PASCO SANITARY LANDFILL AND THE PROPOSED EXPANSION PROPERTY. I VIEWED A MAJOR PORTION OF A DAIRY ADJACENT TO THE LANDFILL FROM JUST OUTSIDE MOST OF ITS PROPERTY LINE. I PERSONALLY OR BY TELEPHONE TALKED TO THE OWNERS OF THE LANDFILL, THE ENGINEER THAT PREPARED THE ENVIRONMENTAL IMPACT STATEMENT FOR THE LANDFILL EXPANSION, THE PRESENT OWNER OF THE EXPANSION PROPERTY, PASCO SANITARY PEOPLE AND COUNTY OFFICIALS. I DID NOT INTERVIEW ANY DAIRY OWNERS. I DO FEEL I AM SUFFICIENTLY AWARE OF THEIR CONCERNS.

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HAVING EXTENSIVELY INVESTIGATED THIS MATTER MY CONCLUSIONS ARE: IF THE LANDFILL IS PERMITTED TO EXPAND AS PROPOSED - MY WELL IS NOT GOING TO BE CONTAMINATED. THE RISK OF CONTAMINATED GROUND WATER BECOMES LESS, NOT MORE. GROUND WATER FROM THE LANDFILL EXPANSION COULD BE SAFER TO DRINK, RATHER THAN LESS SAFE TO DRINK.

THE AIR I BREATHE HAVING PASSED OVER THE PARCEL OF LAND IN QUESTION WILL SMELL BETTER FOR THE NEXT 36 YEARS IF THE LANDFILL IS APPROVED THAN IT WILL SMELL IF CURRENT USE OF THE LAND CONTINUES.

PASCO WILL NOT BECOME INUNDATED WITH GARBAGE AND THE POSSIBILITY OF OUR BECOMING KNOWN AS THE DUMPSITE OF WASHINGTON IS EXTREMELY REMOTE, IF NOT A SILLY NOTION.

THE FEAR OF ATTRACTING VERMIN FROM AFAR IS AN ISSUE THAT COMPLETELY LACKS CREDIBILITY.

REAL PROBLEMS START MARCH 1, 1988 FOR SEPTIC TANK OWNERS SUCH AS MYSELF IF THE PROPOSAL IS NOT APPROVED. SOMEWHAT SIMILAR PROBLEMS START BY THE FALL OF 1988 FOR PASCO CITIZENS.

ANY DAIRY OWNERS RESPONSIBLE FOR FANNING THE FLAMES OF THIS PROBLEM INTO A POLITICAL ISSUE MAY HAVE BEEN LESS THAN CANDID WITH THE PUBLIC AS TO THE REASONS THEY MAY HAVE FOR WANTING THE LANDFILL OWNERS TO BE DENIED THE RIGHT TO PURCHASE THE PARCEL OF LAND IN QUESTION.

LAST WEEK I DROVE TO THE DUMPSITE AND TOURED THE PLACE. I LOOKED WHERE THE PUBLIC IS ALLOWED TO DUMP GARBAGE. THERE WAS A LITTLE ODOR, BUT NOT BAD! I DROVE TO THE AREA WHERE THEY DUMP PASCO AND FRANKLIN COUNTY GARBAGE AND TALKED TO AN EQUIPMENT OPERATOR WHO WAS WORKING AT THE SITE. THERE WAS

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VERY LITTLE ODOR AT THAT AREA. I DROVE TO THE AREA WHERE UNDILUTED HUMAN SEWAGE SLUDGE IS SPREAD. AGAIN, STANDING NOT MORE THAN A FOOT AWAY FROM A LAYER OF SLUDGE I SAMPLED THE AIR. AGAIN THERE WAS VERY LITTLE ODOR. CERTAINLY NOT WHAT I HAD IMAGINED.

FRANKLY I WAS IMPRESSED WITH THE OVERALL APPEARANCE OF THE DUMPSITE AND ITS LACK OF ODOR. IT LOOKED AS THOUGH THE HEAVY EQUIPMENT AT THE SITE WAS PROBABLY BEING USED ON A DAILY OR WEEKLY BASIS TO COMPACT AND COVER GARBAGE NEARLY AS FAST AS IT ARRIVED. THERE WAS NO SIGN OF RODENTS. BECAUSE

OF THE USE OF HEAVY EQUIPMENT AT THE LANDFILL, LACK OF ODOR AND THE 2 FOOT COVER OVER OLD FILL, I DOUBT RODENTS CAN BECOME A PROBLEM.

THERE IS AN AREA AT THE SITE WHERE CHEMICALS, PESTICIDES AND VARIOUS INDUSTRIAL SOLVENTS WERE BURIED. THIS WAS DONE AT A TIME THATIT WAS FELT THE AREA WAS SAFE FOR DISPOSAL OF SUCH MATERIALS. I SAW THE LOCATION OF WELLS USED TO MONITOR THE AREA. NO SIGNIFICANT HEALTH PROBLEMS ARE CURRENTLY APPARENT. AS FAR AS I COULD DETERMINE, THE EXISTANCE OF THAT AREA IN THE LANDFILL HAS NOTHING TO DO WITH THE PROPOSED EXPANSION.

NEITHER APPROVING OR DENYING LANDFILL EXPANSION WILL HAVE AN EFFECT ON THE PROBLEM INVOLVING THE BURIED HAZARDOUS MATERIALS. EXPANDING THE SITE WILL NOT MAKE IT LESS SAFE AND AS I SHALL DESCRIBE, IT MAY MAKE THE AREA MORE SAFE.

NEXT, I DROVE ALONG THE KAHLOTUS HIGHWAY WHICH WAS DOWN WIND FROM THE DUMPSITE. A DAIRY FARM IS LOCATED NEXT TO THE HIGHWAY. SINCE I CAN UNDERSTAND THE OWNER OF A DAIRY NOT

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WANTING TO BE SUBJECT TO ODORS FROM A NEARBY DUMPSITE OR AN IRRIGATION SYSTEM SPRINKLING SLUDGE (THAT I WAS BEGINNING TO THINK MIGHT NOT SMELL ALL THAT OFFENSIVE) I CONTEMPLATED STOPPING AT THE DAIRY JUST TO GET AN IDEA OF THE PROBLEM THEY WOULD BE FACING. UNFORTUNATELY THE FARM WAS POSTED WITH "NO TRESPASSING" SIGNS WHERE I MIGHT HAVE DRIVEN ONTO THE PROPERTY. I SETTLED FOR DRIVING ALONG THE KAHLOTUS HIGHWAY WITH MY CAR WINDOW ROLLED DOWN. NOW, THAT WAS AN EXPERIENCE.

APPROACHING THE DAIRY I EXPERIENCED CATTLE MANURE AND URINE ODORS THAT WERE A GOOD DEAL STRONGER THAN ALL THE DUMPSITE ODORS COMBINED. THOSE ODORS THEN BECAME MIXED WITH A STRONG ODOR OF SILAGE. THE DUMP SMELLED FAR, FAR BETTER THAN THE DAIRY. THE DAIRY ODORS WERE SO INTENSE YOU COULDN'T TELL THERE WAS A DUMPSITE WITHIN A HUNDRED MILES. ALONG THE KAHLOTUS HIGHWAY WAS I UNABLE TO DETECT ANY ODOR FROM THE DUMPSITE.

WAS THIS DAIRY QUESTIONING HOW CLEAN AIR SHOULD SMELL? I NOW WONDERED ABOUT THE REASONABLENESS OF THE OTHER INFORMATION I HAD READ. WERE THE RISKS BEING DESCRIBED REALLY ISSUES OR EVEN RISKY?

CONCERNING THE TONS OF GARBAGE TO BE DISPOSED OF AT THE DUMPSITE, I LEARNED THAT ABOUT 55,000 TONS PER YEAR ARE NOW BEING PROCESSED THERE. THREE YEARS AGO THE FIGURE WAS CLOSER TO 89,000 TONS PER YEAR WHEN GARBAGE WAS BEING TRANSPORTED FROM KENNEWICK. GARBAGE FROM KENNEWICK HAD BEEN DEPOSITED AT THE LANDFILL SINCE THE EARLY 1970'S. IF THE GARBAGE FROM KENNEWICK HAD CONTINUED AND IF THE ANNUAL

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INCREASE OF GARBAGE VOLUME TO THE LANDFILL WOULD HAVE BEEN 3% ANNUALLY, CURRENT VOLUME TO THE SITE WOULD BE ABOUT 99,000 TONS PER YEAR. THE LANDFILL ENVIRONMENTAL IMPACT STATEMENT ESTIMATED FUTURE QUANTITIES AT ABOUT 106,000 TONS PER YEAR WITH AN ANNUAL INCREASE OF 3%. THE LANDFILL WILL NEED THAT VOLUME IN ORDER TO KEEP PRICES COMPETITIVE WHEN FIXED COSTS INCREASE IN THE NEAR FUTURE. NEW REQUIREMENTS GENERATED FOR LANDFILLS STATEWIDE WILL DRIVE COSTS UP. WE IN PASCO AND FRANKLIN COUNTY CAN PAY FOR ALL THE INCREASED COSTS AT THE PASCO LANDFILL SITE BY OURSELVES OR ALLOW A MODERATE VOLUME INCREASE. THEN OUR NEIGHBORS CAN HELP US PAY FOR COST INCREASES. THE CHARGE THAT PASCO WOULD BE KNOWN AS THE DUMPSITE OF WASHINGTON IS GROSS EXAGGERATION. WE ARE NOT GOING TO BE INUNDATED WITH GARBAGE. ZERO CREDIBILITY ON THAT ITEM.

WHAT ABOUT HUMAN SEWAGE SLUDGE THROUGH THE SPRINKLER SYSTEM? I FEEL CALLING IT HOUSEHOLD WASTE SLUDGE WOULD BE MORE APPROPRIATE. HOUSEHOLD WASTE SLUDGE HAS BEEN PRODUCED FOR A LONG TIME. ONE WAY OR ANOTHER, IT DOESN'T JUST DISAPPEAR, IT IS PUT BACK ON THE GROUND. THERE ARE BUSINESSES BACK EAST THAT DRY IT AND IT IS SOLD IN STORES AS LAWN FERTILIZER, EVEN HERE IN THE NORTHWEST. SPOKANE HAS A WAITING LIST FOR HOUSEHOLD WASTE SLUDGE BY WHEAT AND BARLEY FARMERS. DAIRY FARMERS ON THE COAST USE IT TO FERTILIZE THEIR HAY FIELDS. HOUSEHOLD WASTE SLUDGE MAKES GREAT

FERTILIZER. BECAUSE IT DOES, THE DEPARTMENT OF ECOLOGY HAS DECIDED THAT IT IS PREFERABLE THAT IT BE RECYCLED AS FERTILIZER RATHER THAN JUST BEING BURIED. THE DEPARTMENT LIMITS THE AMOUNT APPLIED TO NO MORE THAN THE CROP INVOLVED CAN USE.

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OUR LOCAL PROBLEM IS THAT THE CITY OF PASCO WON'T BE ABLE TO PRODUCE ENOUGH HOUSEHOLD WASTE SLUDGE TO MAKE IT ECONOMICALLY FEASIBLE FOR THE FARMERS ALL AROUND US TO BUY IT AND APPLY IT AS FERTILIZER TO THE FARMS THAT SURROUND US. THE SPRINKLER SYSTEM AT THE LANDFILL WILL ONLY BE SPRINKLING SLUDGE DURING THREE OR FOUR 8 HOUR DAYS PER YEAR. THE FARMER INVOLVED IS GOING TO HAVE TO BUY COMMERCIAL FERTILIZER FOR THE TIMOTHY GRASS CROP HE WILL BE RAISING TO FEED RACE HORSES. IF THE CITY OF PASCO AND FRANKLIN COUNTY CAN'T PUT IT ON THE GROUND AT THE LANDFILL THEY WILL HAVE TO FIND SOMEPLACE ELSE TO PUT IT ON THE GROUND. IT DOESN'T MATTER WHERE THE SOMEPLACE IS LOCATED, WHOEVER IS NEAREST THAT SOMEPLACE PROBABLY WON'T LIKE IT. IF IT HAS TO BE HAULED VERY FAR THAT WILL BE MORE EXPENSIVE THAN HAULING IT TO THE PASCO LANDFILL SITE AND EVERY CITIZEN IN THE CITY OF PASCO WHOSE HOME IS CONNECTED TO THE SEWER SYSTEM AND EVERY CITIZEN IN THE COUNTY WHO HAS A SEPTIC TANK SUCH AS MYSELF WON'T LIKE THAT. I DON'T WANT TO PAY FOR HAULING THE CONTENTS OF MY SEPTIC TANK 50 MILES TO BE SPREAD ON THE GROUND. SO WHAT IS THE RISK OF PUTTING THE HOUSEHOLD WASTE SLUDGE RIGHT BACK ON THE GROUND HERE IN OUR OWN COMMUNITY? LET ME PUT THE PROBLEM IN PERSPECTIVE . I WAS INTERESTED TO LEARN THAT THE LAND INVOLVED ALREADY HAS A CIRCLE. UNPROCESSED COW MANURE AND URINE FROM A NEARBY DAIRY IS BEING AND HAS BEEN SPRINKLED THROUGH THREE CIRCLES ON UP TO 90 TWENTY FOUR HOUR DAYS PER YEAR. ONE OF THOSE THREE CIRCLES IS ON THE PARCEL OF LAND PROPOSED FOR LANDFILL EXPANSION. IT IS MY UNDERSTANDING THAT ONCE APPROVED, CATTLE SEWAGE FROM THE POND WOULD NO LONGER BE SPRINKLED ON THE EXPANSION SITE, HENCE THE NEED FOR COMMERCIAL FERTILIZER TO RAISE THE GRASS CROP.

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WHAT ABOUT THE HEALTH RISK? LET ME PUT IT IN UNPLEASANT,. BUT SIMPLE TERMS, I ASKED A SANITARY OFFICIAL WHAT WOULD BE OF GREATER RISK TO MY HEALTH: SWALLOW ONE TEASPOON OF DIGESTED HOUSEHOLD WASTE SLUDGE FROM THE PASCO SANITARY SYSTEM LIKE THAT WHICH WILL BE HAULED TO THE LANDFILL OR ONE TEASPOON OF DAIRY SEWER FROM A HOLDING POND WHICH IS NOW BEING PUMPED ONTO THE PROPOSED LANDFILL EXPANSION SITE. HIS ANSWER WAS: THE RISK IS SO MUCH GREATER WITH THE UNTREATED DAIRY POND SEWAGE THAT THE RISKS ARE NOT EVEN COMPARABLE.

WHAT ABOUT THE WATER TABLE THAT HAS BEEN DESCRIBED AS "DANGEROUSLY NEAR THE SURFACE". IT IS A MINIMUM OF 30 FEET IN SOME AREAS TO MORE THAN 110 FEET BELOW THE SURFACE OF THE LAND IN OTHER AREAS. LANDFILLS ARE REQUIRED TO HAVE ONLY 10 FEETOF SOIL BETWEEN THE FILL AND THE WATER TABLE. THE OWNERS OF THE LANDFILL LEAVE 15 FEET OF SOIL.

SO FAR AS ODOR IS CONCERNED; ALTHOUGH THE HOUSEHOLD WASTE SLUDGE IS ALMOST ODORLESS, THE UNTREATED DAIRY POND SEWAGE DOES HAVE A VERY OFFENSIVE ODOR.

YESTERDAY, WITH PERMISSION, I TOURED THE LAND PROPOSED FOR SALE TO THE LANDFILL AND INSPECTED THE HOLDING POND RECEIVING RAW DAIRY SEWAGE. THE POND WAS A SHORT DISTANCE UPWIND FROM THE DAIRY. THE POND SMELLED OFFENSIVE TO ME, LIKE A GIANT OPEN CESSPOOL.

I RODE AROUND THE EXPANSION LANDSITE. I WENT NEARLY AROUND THE ADJACENT DAIRY. I RODE ALL THE WAY AROUND THE HOLDING POND FOR THE RAW DAIRY SEWAGE. I WALKED ALONG THE STREAM OF RAW DAIRY SEWAGE THAT FLOWS FROM THE DAIRY TO THE POND. I SAW NUMEROUS HOLES IN THE BANKS OF THE STREAMBED DUG BY THE RATS THAT LIVE THERE THAT FEED ON THE GRAIN WASHED ALONG IN

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THE RAW DAIRY SEWAGE. THE FRESH SNOW CONTAINED HUNDREDS OF TRACKS LEFT BY THE PESTS WHERE THEY HAD RECENTLY PROWLED THE BANKS OF THE STREAM.

I STOPPED AND COUNTED MORE THAN 50 MOUNDS OF EARTH THAT BORDERED A SECTION OF THE DAIRY WHERE IT APPEARS THE CARCASSES OF DEAD COWS HAVE BEEN BURIED. BURIAL OF THE CARCASSES WAS PROBABLY LESS ESPENSIVE THAN PAYING TO HAVE THEM HAULED AWAY. THE BURIAL JOB WASN'T TOO COMPLETE IN SOME CASES. THE FACE OF ONE CARCASS EXTENDED THROUGH THE

TOP OF THE MOUND. BONES OF OTHER CARCASSES EXTENDED FROM OTHER MOUNDS. AGAIN HOLES AND TRACKS WERE PRESENT WHERE THE RATS HAD BURROWED INTO THE MOUNDS TO FEED ON THE DECAYING CARCASSES.

I HOPE SOME OF YOU WHO ARE ABOUT TO TESTIFY AGAINST EXPANDING THE LANDFILL WILL CONSIDER MAKING A PERSONAL INSPECTION AS I HAVE BEFORE SAYING YOUR PIECE.

IF THE RISKS THAT HAVE RECEIVED ALL THE PRESS ARE SMOKE WITHOUT SUBSTANCEAND OTHER EVEN GREATER UNDISCLOSED HEALTH RISKS ARE INVOLVED, WAS I ABLE TO DETERMINE IF THERE WERE ANY BENEFITS IN EXPANDING THE PASCO DUMPSITE? I FOUND A COUPLE.

Mr. Mathews - Excuse me Mr. Moore. I am going to ask you to sit down and I am going to read to this crowd because I want the crowd to know what we are reviewing and what you are hearing. And I think that it's no more fair that you understand what we have some things not based to make decisions on.

... (comments from crowd - could not distinquish)

I just want to read. I don't know what's on the paper. I've never seen it before, but I want to read it to you so you know what we are hearing and what we are reviewing? So I just want to make it... I'm going to start on top of this page.

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ONE HAS TO DO WITH MY SEPTIC TANK. OCCASIONALLY WE MUST HAVE OUR SEPTIC TANKS PUMPED. IF THE PASCO DUMPSITE IS NOT EXPANDED TO HANDLE PROCESSING OF THE SLUDGE THAT IS INVOLVED, WE WILL HAVE TO PAY THE COSTS OF HAVING THE HOUSEHOLD WASTE SLUDGE TRANSPORTED TO THE NEAREST LOCATION THAT CAN HANDLE IT. I WOULD MUCH RATHER PAY THE COSTS INVOLVED IN HAVING IT TRANSPORTED TO THE PASCO DUMPSITE THAN TO SOME FAR AWAY PLACE.

THE LOCATION "NEXT TO THE CITY LIMITS OF PASCO OF HUMAN WASTE SLUDGE" PROCESSING FACILITIES IS A FALSE ISSUE RAISED ONLY TO STIR EMOTIONS. THERE ARE TWO "HUMAN WASTE" PROCESSING PLANTS THAT I CAN THINK OF <u>INSIDE</u> PASCO CITY LIMITS. THERE ARE THOUSANDS OF THEM IN BACKYARDS ALL OVER RIVERVIEW, EAST PASCO AND FRANKLIN COUNTY. THESE UNITS ARE CALLED SEPTIC TANKS. EVERY ONE OF THEM IS VENTED INTO THE AIR "10 TO 15 FEET FROM THE GROUND". EVERY ONE OF THEM DRAINS INTO THE SOIL AND "PERCOLATES" INTO THE WATER TABLE.

PERMITTING THE LANDFILL TO HANDLE HOUSEHOLD WASTE SLUDGE WILL SAVE MONEY FOR EVERY HOUSEHOLD IN THE COUNTY.

GARBAGE RATES WILL ALSO BE EFFECTED. THE EXISTANCE OF THE PRIVATELY OWNED PASCO SANITARY LANDFILL AS COMPETITION TO THE RICHLAND SANITARY LANDFILL HAS KEPT LANDFILL PRICES LOWER IN OUR AREA THAN IN ANY OTHER AREA OF THE STATE. OTHER AREAS EITHER HAVE NO COMPETITION OR THE SO CALLED "COMPETITION" IS BETWEEN GOVERNMENT UNITS. THE PASCO SANITARY LANDFILL DUMPSITE IS WELL OPERATED. THE FIXED COSTS OF STAFFING THE SITE AND MAINTAINING THE EQUIPMENT ARE A GREAT DEAL HIGHER THAN THE VARIABLE COSTS OF PROCESSING AN ADDITIONAL 50,000 TONS OF GARBAGE PER YEAR. BECAUSE OF NEW REGULATIONS, THE FIXED COSTS OF LANDFILL OPERATIONS WILL NOW INCREASE. IF THE PASCO LANDFILL OWNERS ARE ABLE TO SECURE

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THE ADDITIONAL VOLUME THEY ARE SEEKING THEIR PER UNIT FIXED COST WILL REMAIN LOWER AS OUR NEIGHBORS HELP US PAY THOSE COSTS.

IT APPEARS THAT WE ARE TALKING ABOUT SPREADING FIXED COST OVER APPROXIMATELY 50 TONS OF GARBAGE PER YEAR AS OPPOSED TO 100 TONS OF GARBAGE PER YEAR. TRANSLATED INTO THE SIZE OF MY GARBAGE BILL, MY FUTURE RATES WILL PROBABLY INCREASE ABOUT 50% OF THE AMOUNT THAT THEY WOULD OTHERWISE INCREASE IF THE PASCO DUMPSITE IS ALLOWED TO EXPAND AS THEY HAVE PROPOSED.

WHAT THEN WOULD MOTIVATE A DAIRY OWNER TO GO TO GREAT EXPENSE TO ALARM US RESIDENTS OF PASCO AND FRANKLIN COUNTY WITH CONCERN ABOUT CONTAMINATED WATER TABLES, IMPURE AIR AND PILES OF GARBAGE AT OUR DOORSTEPS? A DAIRY BORDERING THE LANDSITE MAY HAVE AN INTEREST IN THE POSSIBLE FUTURE PURCHASE OF THE LAND BEING SOUGHT BY THE LANDFILLE. THE OWNERS OF THE LANDFILL HAVE OFFERED $2,600. PER ACRE FOR THE SITE. THERE ARE FEW BIDDERS FOR THE LAND PARCEL ADJACENT TO A DAIRY BECAUSE IT IS "LANDLOCKED". IF AN INTERESTED DAIRY COULD ELIMINATE ANY COMPETITION THE PRICE COULD BECOME A GREAT DEAL MORE FAVORABLE. POSSIBLY A PRICE OF $1,000. PER ACRE OR LESS NIGHT BE AVAILABLE IN 1992. I AM CONCERNED THAT PERHAPS A CERTAIN OPTION COULD TERMINATE AT THAT TIME FOR PURCHASE UP TO 140 ADDITIONAL ACRES OF LAND THAT MAY OR MAY NOT INCLUDE THE LANDFILL EXPANSION SITE.

THE TIMELINESS, ORGANIZATION, AND WORDING OF THE CONTENT OF THE MATERIALS INTENDED TO BE DEVASTATING TO THE LANDFILL HAVE ME CONCERNED THAT THE EFFORT MAY HAVE BEEN CAREFULLY ORCHESTRATED WITH THE AID OF COUNSEL. I DO NOT RECALL EVER MEETING ANY DAIRY FARMERS THAT MAY BE INVOLVED IN THIS ISSUE. OTHER THAN ANSWERING MY QUESTIONS, THE LANDFILL

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OWNERS PLAYED NO ROLE IN MY INQUIRY. I VISITED THE DUMPSITE UNEXPECTEDLY WHEN THEY WERE NOT THERE. I SELECTED THE MATERIALS FOR THIS PRESENTATION. UNTIL THIS MOMENT THE LANDFILL OWNERS HAVE NOT BEEN AWARE THAT I WOULD SPEAK TO A NUMBER OF ITEMS IN THIS PRESENTATION. I AM A HOME OWNER AND BUSINESS MAN CONCERNED ABOUT THE HEALTH AND FINANCIAL WELFARE OF MY FAMILY AND COMMUNITY.

Does anyone else wish to speak on behalf of this.

Darrell Burnett, Plant Engineer for Iowa Beef - I apologize to this gentlemen and the rest of you for all the cattle out there. I don't have any control over it, but I still apologize. But it is a business and we are concerned about future expansion of the Sanitary Waste Landfill that's being proposed today to you. We are concerned. We employ quite a few people in the Tri-Cities and we would like to stay in the Tri-Cities, but if there is no place to put our waste and we transport our waste also out there, we will greatly be impacted. Thank you.

Mr. Mathews - Anybody else.

Robert S. Lawrence - I am not saying I am not taking sides after what I have seen because a petition was circulated at my home. I didn't know who was behind it and so forth at the time so, therefore, I did not sign it. But I didn't know any of the facts at the time. My wife and I own the Bonnie Brae Motel, 2508 E. Lewis and I built the All Service Plaza Building at 2211 W. Court. They are served by Mr. Dietrich and they have done a marvelous job at both places. In 1983 we paid $150, I think, to the Environmental Protection DHSSH, whatever it is, for checking all the water in the wells and so forth. Last year KVEW sent us back this letter asking United States Protection Agency Region 10. They thoroughly checked Bonnie Brae Motel, its water, its septic tank sewers, and one thing and another, and was on TV. We were in public view. I had no objection to whatever they would find, so forth. They sent us a letter back because we were one of the areas selected that might have a drainage of this residue that would be detrimental to our water system, and we have 37 tenants out there and the families added would be the number of people, the children so forth. The letter said on December 24, 1986 from the United States Environmental. Dear Mr. & Mrs. Lawrence. The purpose of this letter is to provide you with the results from the Environmental Protection Agency's sample of your drinking water well. The sample was taken on October 22, 1986.

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Environmental Protection Agency analyzed the sample for 150 chemical compounds. According to EPA's regional toxicologist the results show that all the chemical concentrations are at levels which do not pose an unacceptable health risk. I will make copies of this and circulate. So my statement - not who is right but what is right. Now we have been checked out there for 14 years, otherwise by the local health department's and that, and we are naturally squeamish at times because we don't know all the technological facts about water wells and things of that nature. Our well was originally drilled by Mr. Stampe, now deceased. His wife is alive and I understand he was a very excellent well man. We have put new equipment in it on occasion, but I can't say if anything is detrimental in the county as it exits. That's my statement.

Ray Gross - I am the Plant Engineer for Sandvik Special Metals out in Finley. We currently employ approximately 300 employees at the Finley Plant, approximately 40 of those people live in Franklin County. We also currently utilize a septic tank which requires periodic removal and disposal of the sludge material. We need a place to safely dispose of this material. Our concern is to ensure the continue safe operation of our plant and the security of the jobs of the people that work there. To achieve this goal we need an environmentally safe disposal site for our septic. We support this landfill expansion if it is environmentally safe. Thank you.

Mr. Mathews - Is there anyone else?

Jim Rogers - I live on the Kalotus Highway, 10 miles out of Pasco. I read in the paper Saturday and I clipped out this item. I thought maybe it was appropriate. I just wanted to give it to you. The date line is Pullman. The heading is "Sewage Sludge Use by Farmers". This writer had interviewed a man by the name of Ronald Hermanson, Washington State University extension agricultural engineer. I am not going to read from it. I want you folks to look at it. I think if we were in one of your shoes, we would probably be in favor of this. That's as much I got to say. The only other comment I would make and this question ought to have been asked. I grew up in Franklin County and one guy gave me the credit of being knowledgeable of eastern half of Franklin County any 4 people you could talk to. I have been asked the question if this dump, this useful life is used where could you go? Well, I know quite a bit about what you have to have at a landfill and it's definitely going to be exceeding hard to find another place and it has been said here I guess you

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will find the bill when you find another place you have to have water and you have to have a lot of things. It is gonna be pretty tough to find one in eastern Franklin County.

Mr. Mathews - Anybody else?

Roger - I am a local business person here in Pasco. I have had excellent service in the past 20 years. I was hoping that my children can also have a place in this area to put their garbage, their sludge, and things that we are all making, not some of us but all of us. And I am just hoping that they will approve this permit so that the people in the future, not nearsightedness, but long-term. We need long term and that's a thing that hasn't been, I think, looked at real closely here. And I think that is something we need to do. I'm talking about for our children's children. I think this is something we need to look at across the country. I've looked at a lot of landfills. I fly in here quite often. We have one of the nicest landfill in the western United States. Go out and look at some of them. You'll be amazed. I've had that opportunity. Now I've been out there many times and I have never seen a rodent anywhere I dumped. You know why? Because they cover that stuff every night. They put dirt over it every time. I know that on Christmas they are out there hauling the garbage out. They are also covering it. Go take a look at landfills. We have professional people and its their livelihood that's keeping this together. It is not a state or governmental agency. It is a private individual. We need more private individuals in this area to make our area successful. Thank you.

Mr. Mathews - Thank you sir.

Ray Cummingham - I have a septic tank service. I... On septic tank systems, we need a place to dump them which you can process through the city and then dumped over there. It isn't a question of whether you approve it or not. It is a question we need a place now and maybe in 14 years or 8 years or 27 years, someplace can be found to put this, but you don't have time to do it now. It has to be done this time. Maybe one alternative would be if opponents could find a large barge and we could ship it out.

Gib Tomlinson - We were the ones that built the dairy originally, operating it for 10 years and contrary to a lot of people's belief they don't want to be next to a landfill, we knew that Larry was there. His dad operated it before him, and we wanted to be ther. We think it is a natural combination. That

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land when we bought it was nothing but a disposal site for the dairy. The crops were extra. That's not what I had in the letter, but that's what it is all about. We found the Dietrich's to be perfect neighbors, as near as you tell. Sure there was some trash blown onto our field, but everytime it did, Larry was right there with a crew of boys and cleaned it up. And there was no problems. There is a lot less garbage there then there is on the public highway, I guarantee that. We found them to be good citizens, honest people, and we would like to see this approved. And when it comes down to statistics we are the guilty ones that pump that sludge from the dairy and would be pumping this from the city. In respective, we would pump one 24-hour day for the city and 90 days for the dairy. You talked about pollution, there is your comparison. Thank you.

Mr. Mathews - Thank you. Anyone else in favor?

Rex Phillips - I am from Pasco. I live at 412 N. 9th St. I lived here since 1929. I believe in Pasco. I believe that the garbage disposal place, the dump site for the city of Pasco, possible for Franklin County, but not for the whole state of Washington. That's what I want. That's what I'm for. Thank you.

Mr. Mathews - All in favor? Anybody else want to speak in favor of this? This is the last one.

Larry Dietrich - I live in Burbank. I would like to extend an invitation. As I understand it, the decision is not going to be made today. It's going to be made next month. I would like to extend an invitation to the County Commissioners to come out to the site and at least take a look at what we're talking about here, take a tour. I was born here in 1944, so I have been here all my life. Again I have buried everybody's garbage at one time or another. It is not my intention to start World War III. It is my intention to extend the useful life of the landfill for 10 years. It is my intention to solve the sludge problem for at least 10 years. That's a benefit. It's also my intention to maintain a viable business in Franklin County. The approval of this conditional use permit is a necessity. Thank you.

Mr. Mathews - Thank you sir. With that we will focus on the opponents and who has the opening for that please.

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Mr. Roach - I will be happy to do that. The first thing I would like is to provide these additional petitions that have been signed against this proposal. It would make it easier if I just read what I have on hand also. To give you people some background - this is the largest public meeting I have ever been in as I am sure most of you. The crux of these meetings is to inform the public and the Commissioners. Because of the magnitude of the question this is addressed today, it is important to the public which is present to be aware of the process we are going through and how we intend to accomplish the results. My comments relate to information taken or extrapolated from the Environmental Impact Statement itself as well as information I have gathered from elsewhere. Permit part is a conditional use permit. The land is presently agriculture. It is the intent of these parties to change the use to a sanitary landfill and human waste sludge disposal type. The change would affect 80 acres south and west of the existing landfill. The existing condition there, Pasco Sanitary Landfill has operated a landfill at its present location since 1971. During 1972 Basin Disposal Company and Chemical Process Inc., a Seattle cooperation, formed a partnership called Research Recovery Corp. and operated part of that site as the Regional Hazardous Waste Disposal site, accepting hazardous waste. That continued from early 1972 - December 1974 approximately two years. In 1981, Leonard Dietrich took over as owner-operator of the landfill. Its been operated as a landfill since. Prior to his taking over in 1974, the landfill began accepting large quantities of septic tank pumping waste for open pit disposal, which has continued since. Those words are directly from the Environmental Impact Statement that's not my commentary. The relationship of various parties here - you know who Leonard Dietrich is, excuse me Larry Dietrich, excuse me Larry. Leonard is here also, but it is Larry who applied for the permit. JUB is the engineering firm who prepared the Environmental Impact Statement at the request of Mr. Dietrich. John Zillich is the representative for JUB. I am the attorney for the DeVries, and I also met with a number of other people throughout the progress of this proceeding. Gary DeVries is the owner operator along with his father of the dairy which abuts the area that is intended as the expansion. Gib Tomlinson, who spoke last or near last, is the builder of the dairy and is now the owner of the 304 acres that adjoin the dairy. He is the one who controls the sewage waste farm for the cows, and he is the one who controls everything that goes on in

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the pit that comes down from the dairy to that pond. He will control it until 1992. What goes on with rats and mice, that is not something that is attributable to Mr. DeVries. It comes from elsewhere. I might add that Mr. Tomlinson is more probably the candidate for handling the human waste sludge as he imtimated when the portion of this takes place, if it ever does. The status of the proceedings -- this matter has been going on for about a year. The original permit as I understand it was inquired on February 27, 1987. They attempted to pass the permit without an Environmental Impact Statement. Mr. DeVries stepped in and said "we feel that an Environmental Impact Statement should be submitted for discussion and review, as well as whatever comes in from the public." The Environmental Impact Statement was submitted August 12, 1987. It was commented on that the final Environmental Impact Statement was submitted November 12, 1987. There was a workshop that the Planning Commission had November 24. Two weeks (12 days) later on December 1, 1987, the Planning Commission met to review the proposal in a public meeting. And two weeks after that there was a final meeting at which the matter was discussed. In the initial vote at that meeting the matter of the permit was denied. It went to a vote before the Planning Commission and was denied. Then one of the fellows who was on the Commission moved to reopen the discussion. There was no additional information brought forward. They voted again and it was passed to recommend this as an item that should pass to the County Commissioners. That's where we are today.

The permit these people seek translate into a 10-year right to place solid waste&human sewage sludge on an area presently used for farming purposes. The reason Pasco Sanitary Landfill must have a permit is because the Washington State mandate regarding human sewage. Pasco Sanitary Landfill has taken the sludge in the past and wants to take it in the future. To do so legally it must have the permit. However, in addition Pasco Sanitary Landfill wants to boost that to fill into an expanded solid waste landfill permit as well. And, therefore, seeks to encompass the entire area for both purposes even though the Environmental Impact Statement it states he will not use the expanded area for at least 10, possibly 16 years, for solid waste disposal. As you know, presently the landfill takes 53,000 tons of waste per year and that can continue for 27 years. Pasco Sanitary Landfill asked to have sludge and that they be

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allowed to dump solid waste on the additional acreage increasing the annual volume from 53,000 tons per year to 106,000 tons plus, extending the life of the landfill from 27 to 36 years.

The DeVries and others in the area of the landfill as well as literally everyone I talked to before this meeting since I began the process in March 1987 are concerned with allowing any expansion of or changing the character of the Pasco Sanitary Landfill. Specifically, their concerns include: we'll start regarding the sludge. Mr. Dietrich intends to bring sludge and septic from neighboring counties or farther and spread it on land continuous to the city limits of Pasco and touching the back fence of the dairy. The dairy, the DeVries, my clients and others feel it is not Franklin County's responsibility to handle other municipalities sludge and be a dumping site for other towns. Human sewage sludge has a stigma attached to it which is different from cow manure and horse manure. There is a reason for that. Horse and cow manures are digested and undigested hay and grass. Human sludge on the other hand contains whatever liquid or solid waste from paint thinner and detergent to gasoline and chemicals people flush down toilets or pour through their sinks. In addition, processed foods people eat result in a great concentration of other chemicals, elements and heavy metals in human sludge. Human sewage sludge has a much higher level of bacteria and pathogens then animal sludge. The risk of diseases associated with human sludge are higher, and when the sludge is applied through a centered-pivot sprinkler with aerosols 10-20 feet off the ground, pathogens, germs, and bacteria can literally drift miles. The Environmental Impact Statement as results to the sludge application is wholly inadequate. There is very little if any technical data relating to the aerosol disbursement of pathogens resulting from the application process. There is no discussion of the alternatives to sludge disposal plans submitted. There is no mention made of storage with later dispersion in a remote area, composting it with later land applications. This is a process classified by the EPA which will further reduce pathogens. They don't mention drying, incinerating, and landfilling it. I reviewed portions of the Environmental Impact Statement prepared as part of a Pierce County sludge management program in which all these items were addressed in detail and to which a bibliography is attached upon which that Environmental Impact Statement was based. All

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42 of these articles directly tie into sludge application. None of these items were addressed in the Environmental Impact Statement that we have. I have prepared a copy of that bibliography and have given four of them to Bob for inclusion in the file. Even though the real issue arises, the real need arises for the permit because of the sludge management problem and it has not be given sufficient consideration in the Environmental Impact Statement has not been thoroughly enough addressed in that document. Based on the lack of information in the Environmental Impact Statement and its failure to properly and thoroughly address the sludge question, the portion of the permit relating to sludge application should not be granted. It should not be granted not only from an engineering standpoint but more importantly from a policy standpoint. The Environmental Impact Statement addresses engineering questions. You people address policy questions as do the County Commissioners. In reviewing the application of this type, the County Commissioners are given authority to act under revised set of Washington 36.32.120. That post section states legislature, the legislative, excuse me, authority of the several counties shall subparagraph 7 make and enforce by appropriate resolutions or ordinances all such policy and sanitary regulations that are not in conflict with state law. The County Commissioners today are in affect passing a law by waiving or granting this permit. This means that the County Commissioners are vested with discretion when involved in such a process and are not merely interpreting the law. It allows them as if they were the legislature sitting in Olympia to look at not only the scientific evidence, the Environmental Impact Statement, but also to look at the needs of the city and the county, the desires of the people, the alternative methods of accomplishing the job to be done, and to balance all these things along with what ever else is brought before them for the benefit of the public and the wishes of the people. I mentioned the Oregon's Pierce County's sludge management EIS. I spoke with the engineer in Seattle, David Clark, who drafted that EIS and discussed with him why it failed. He advised that the site was perfect. There was no question there. Unlike this site I will add. In any event, his response to me was that it failed not because of the disclosure made in the EIS or for any lack of anything in the EIS but rather because the site for the sludge application was unpopular

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with the people of the area and policy reasons. More remote sites were wanted by the people of the county. I do not know if that particular site was sitting on the city limits as this is, but it could have been. Same facts are true here; same should happen here.

Regarding the solid waste. The present situation allows for the disposal of 53,000 tons of garbage per year, of which of the 27 years of life in the site would result in an accumulation of 1,431,000 tons of solid waste. If things go there today, we will end up with 1.5 million tons of waste there. Of the present solid waste 68% comes from Franklin County, 15% from Benton, 17% from Walla Walla. The change sought would more than double the annual input. It would increase it to 103 tons per year plus an estimated 3% increase and even this is not a limit. There is no upper limit on how much garbage can be brought in. This would also extend the life of the dump 36 years, resulting in the accumulation of 3,816,000 tons of garbage in the ground for storage for the rest of our lives, your children lives, your grandchildren lives, and anybody else who is here. Assuming Franklin County contribution remains at 35,000 tons per year, 68% of 53,000, the result would be of 2.5 million tons of the garbage in Franklin County's dump will be from Adams County, Walla Walla County and, even though he says it isn't, possibly Spokane or Seattle. This landfill must be viewed as a limited resource. It's a limited resource in the county of Franklin which should be used by residents of the county of Franklin. Permitted by the Franklin County and permit means something of privileged that should be used for the benefit of this county. As part of this process I spoke to several people in Ellensburg and Seattle regarding Seattle's efforts to ship their solid waste to Ellensburg. The people of Ellensburg were able to stop that effort, but I'm assured by various trucking operation that the cost of shipping garbage another 100 miles from Ellensburg to here would not up the per ton garbage rate to Seattle that much. Whether we need to expand the present landfill which has 27 years of life left and which is already to close to the city limits, literally on the city limits of Pasco, even if the flow doubles at this particular time we have 15½ years left there. People familiar with this neighborhood know how much growth has gone on here in the past 10 years. Who knows what will go on as the next 27 progress. People are constantly bringing up the fact when you moved out there and the dump was

there first. The landfill may have been there first, but the expanded landfill was not and spreading sludge through aerosols above the ground was not, and that's the way these people want to keep it. There it is agriculture. The Alderson, the Carrs, the DeVries, Nakamura, they farm out there and they take a great deal of water out of the ground. In addition it is light industrial, Savage Trucking, Palmers has trucking, Western Farm Services. Other people helped to develop it further. Columbia East Partnership has ground out there they intended to develop. The Burton family has land they intended to develop. This area is not uniquely fitted for a landfill and there is no reason to continue that landfill there or expand after its life has run. I don't have any question Mr. Dietrich has spent a great deal of money to develop his landfill but I have not heard anyone saying to close him down, kill this thing, let's move on to something else. They are simply asking that the landfill live out its useful life and go elsewhere. If that is done, the other good expansion which has flourished in east Pasco will continue and Mr. Dietrich will continue to flourish as he presently does. The DeVries do not understand why there is a need to open up a limited county resource to other counties in counties who can provide the same services to themselves. Are any of them offering to help us? I don't know. Are the County Commissioners aware that Adams County is considering mothballing their landfill and shipping all their garbage to Pasco. I guess it's not all of Adams County's garbage I take that back. It is a portion. I read this in the Othello Outlook recently. They feel that by mothballing, because of the deal that they are getting offered, the business arrangement I don't mean that in a slighting sense, but I mean good deal they are being offered by the Pasco Sanitary Landfill. They will save money in their sanitary operations and they will literally be able to send all their garbage down here for $92,0000 and they will then be able to mothball their landfill operation with the savings that results to them. Is it good for a county to price their landfill so low that everyone in the state can ship their garbage to Pasco at savings from what the services cost them in their own county. The argument that Mr. Zillich made is that we have the lowest cost in the state. What good is it if we fill the darn things in four years and then we don't have any place to put the garbage. I just really have a problem with that mentality. Water seeks the lowest level, garbage may seek

the cheapest market. Is Franklin County really going to have reduced costs, and if so for how long. Only until the dump fills up. What is the businessman's perspective? I used to fish in Alaska for many summers commercially. We loved to go out in the morning, we could only catch so many fish, 10,000, similarly to having 37 years of useful life. If we could only catch 10,000 fish that day, we would like to catch them in the first set, so we didn't even have to put the net in the water again. I think the same thing is true here. If you have 37 years of useful life at 106,000 tons, the possibility that you could fill it up in 10 years and you are sitting on the sands of Hawaii. I don't know if that is going to happen, but I think it is something we should be aware of. Does this benefit the county as employers? Probably not. Probably would reverse the effect, because I think this is a small operation and probably employs six or eight people at the most. And I have heard nothing to contrary if it was to expand. As I mention, the DeVries dairy, the Alderson and Carrs are farmers, processors, and there are various trucking and other concerns in the area. Not only do all these people share the desire that the landfill not expand, they also employ a lot of people and they all pump water from wells for domestic and other uses. The damage to the water is the single biggest concern that these people live with in that vicinity of the landfill. DeVries pumps 100,000 gallons of water per day for use with processing the 1500 cows; Alderson pump 14,000,000 gallons of water per day five months per year. Mr. Zillich shows what the zone of influence was of these wells that were on DeVries ground. He didn't explain that the landfill is here, DeVries is here and Alderson's are over here, and when they are pumping 14,000,000 gallons of water per day, the effect to the DeVries dairy would be greatly improved. I don't know what that affect is, but it scares the DeVries and that's something he doesn't want to taste.When you look at the millions of gallons of water that are pumped in that area on any given day and what kind of effect is that. I spoke to Randall E. Brown, a registered geologist, who is here today. I am not going to take his thunder, he will speak for himself. Another expert who has reviewed the draft Environmental Impact Statement and the Environmental Impact Statement and appendices is Steve Schulte. He is a solid waste management engineer with CH2M Hill in Seattle. His firm belief was that this project should not if it is to comply with good engineering practices be allowed without a bottom containment liner unless

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additional tests were run. He stated and I quote from the minutes of the Planning Commission meeting for those of you who do not have the minutes. "The third comment is probably my major comment tonight. It has to do with the bottom containment liner and the need for a bottom containment liner for the site. The proposed expansion area when used for solid waste landfilling as now proposed would not have a bottom containment liner. The containment liner is the soil or synthetic plastic liner that basically keeps contaminated waters in the waste area from reaching ground waters. In my opinion there are major questions still unanswered about the need for this liner system. It simply seems inappropriate that given these questions are unanswered that you permit the site without a bottom containment liner. Under the right conditions in right locations I could recommend that a bottom containment liner not be needed. And in fact five years from now after the required studies are done for this particular site I could recommend that a bottom liner not be required, but certainly not now given the uncertainties and given the unanswered questions. It seems totally inappropriate. I'd like to run through those unanswered questions" he continues "but right now for the record. First... there is very limited lysimeter data. Lysimeters are the monitoring probes that are under some of the waste areas in the current landfill. There is very limited track record and data on what they're finding. There is very limited data on groundwater conditions down gradient of the currently active landfilling area. As a result of this lack of data, we really don't know the conditions under the current landfill. We don't know if there is a contamination problem... The soils are reported to be quite porous - not tight. The native soils themselves cannot act as a containment liner. The groundwater in places is, could be only 10-15 feet below waste, and there is the potential for groundwater level variations" (the ground water could raise there). No water balance calculations have been done to theoretically calculate what the infiltration to groundwater of leaching would be - computer model studies to generate for these particular conditions how much leaching would impact groundwater It has not been demonstrated that there is an effective hazardous waste screening program for the site." In other words, he said they don't know what goes into that site. Anybody brings in anything they want and throws it in there. "And finally, we do know there are down gradient domestic water

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wells that are in use. All of these are outstanding issues that haven't been addressed and need to be addressed. ...given that the community doesn't need an expansion area for ten years, it doesn't make sense to make the decision today given those unanswered questions. What makes sense is to research the issues, look at the long-term implications; look at the groundwater lysimeter data; look at the water balance calculations; and look at the effectiveness of the waste screening programs; and then, five to ten years out make a decision." The containment liner present is something which probably did not come up in 1972 when hazardous waste were disposed of in that area. If it had, perhaps the article, which appeared in the Tri-City Herald on October 8, 1986, regarding carcinogens would not have appeared. Now that article, which has already been provided to the County Commissioners, reads "Carcinogens found in Pasco wells". Just paraphrasing portions of that - two chemicals were found in test wells at the Pasco Landfill in concentrations above federal drinking water guidelines. The organic chemicals are not believed to pose an immediate effect to humans or the environment. You have to read the words here: immediate threat. It is the first step. When you find one of these wells have a problem, there is no way to undo the problem. It is a question of how soon the problem is going to get worse. It continues "more tests beginning October 20 will check into the seriousness of the problem in nearby drinking water wells. Tests found high concentrations of trichloroethylene and tetrachloroethylene (common ingredients in industrial solvents and degreasers). The statement from Stan Vendetti of the Benton-Franklin County Health Department was "We're concerned it is leaking into the ground water under the landfill." Who knows how wide the plume is from that leak? How many wells will it eventually affect. How much of it will get into the food chain through irrigation? And what other problems it will cause. Mrs. Alderson, another local from that area, was present at meetings at the time the County Commissioners were discussing that and she was trying to stop that dumping of waste. Apparently, Franklin County did not learn then when people spoke out, will they now. As is clear from the WSU publication, which I have previously provided to the Commissioners, entitled "Washington Land and Peoples" there is a growing crisis in the groundwater and once it is damaged it is impossible to clean it up. The suggestion has been made that if there

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is further damage to the water aquifer is there will be a remedial plan, a fall back position, to correct the problem? In other words in the EIS stated that if there is any problem we would bring in outside water and provide water to these people. Steve Schulte, the solid waste engineer who spoke to the Planning Commission, addressed that issue. Because he has spent the past eight years studying only solid waste disposal for CH2M Hill a firm in the state which handles more landfill openings and closing than any other in the state, I would like to again quote him. "Finally, I want to express something that we find frequently in landfill expansion projects and that's the mentality that if there is a problem with groundwater if your bottom liner doesn't work and there's a problem with groundwater the easiest solution is to provide outside water to your adjacent properties. That's fine and that makes sense as a remedial action. But don't let that security and that availability of remedial action cause you to put your guard down and build something that is not right in the first place. You do need those remedial action programs in emergency and contingency plans, but the real solution, the real answer, is to build the site right the first time." By the way Steve lived in the Tri-Cities for three years. He was an engineer at Battelle and now lives over on the coast where he has been a solid waste expert for the past eight years. The chief consideration here is how do you replace the 100,000 gallons per day that the DeVries are pumping, the 14 million gallons of water per day that the Aldersons are pumping and the gallons that others are pumping. The DeVries and Aldersons don't think it can be done. In fact, they know it cannot be done at the cost they presently pay for water. And they know if they water is damaged they will also suffer damage as could everyone else in the food chain. As I mention, those people are farmers. If information submitted to the Commissions, good information, Mr. DeVries has valued his land, building, equipment and cows at $2.5 million. I'm sure the Aldersons operations, Jack Carters operation and other operations are worth similar amounts. In the worst case scenario, can Franklin County risk being sued for the judgment taken against it from these farmers alone for $7.5 million. Is it worth that risk? These people say no and if put to a vote I am sure that the majority of Franklin County citizens would say no. As you are aware, we have submitted a group

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of petitions containing approximately 1,530 signatures. As the Commissioners read through them, I ask that they pay special note on some of them to the addresses of the signers. It is interesting to me and go around a neighbor and literally everybody in every household would sign it. Both adults in each household would sign it. How many people sign things easily? Like Mr. Lawrence said "I didn't know anything about it so I didn't sign." But I think in this particular instance people realized that it was not a good thing and so it was a question of just signing it. The comments that I have been mostly to the Environmental Impact Statement and its inadequacies. As I mentioned however, the Commissioners are not bound by the EIS alone. The EIS is only a tool. One part of the process, and as the Commissioners are aware, a part that which usually does not even come into play in most applications of conditional use permits. Very many people just apply; they discuss it; and it is either granted or denied. The question goes back to the making of laws. The Commissioners authority granted by statue which makes laws for the benefits of the county residents in the County Commissioners discretion. That's why this process requires public hearing and input from the public. In the process, the Commissioners are bound to review this not only from the perspective of the applicants but also whether it is best for the county and its residents in light of all factors. It's true that Mr. Dietrich has a substantial investment at his present location, but it is also true that Palomarez, DeVries, Aldersons, Carrs, Savage, Preston, Tibbitts, everybody in that neighborhood has a substantial investment and so do you, the Franklin County citizens. You have an investment in that area and its development and the future of it for your children. The fact that Mr. Dietrich has an substantial investment it may think he is receiving a substantial return. We are not going to cut that return off. If you continue for 27 years, just as it has in the past, he continues to supply the services he has just as he has in the past. There may be some differences with sludge disposal. That's happen in the past. Changes occur. That's not the city's fault and not the county's fault. That's not something we all have to be at risk for. Now we just have to address it properly. This is one alternative. There are numbers of ways this thing can be handled. Kennewick and Richland handle it differently. Pasco can. Mr.

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Dietrich has incurred costs for applying for this application. That was his business decision. That is a risk he took when he filed the application and he must live with. Businessmen take risks. Sometimes they pay off, sometimes they don't. Some things the Commissioners must concern themselves with are: (1) Is there really a need today for Franklin County to expand a landfill? Just looking at the land, there are quite a few years left, its located on the city limits, its in a developing agriculture/light industrial area, and close to numerous wells, some of which have already been found to have carcinogens in them. It's like spreading the present known risk in an ever more populated area How should that benefit the county in any way more than relocating it 15 miles out north of the county. How do you explain and extend the life of a landfill which is in a zone which if a new permit was sought today for the first time, it would never be granted. If this was just agriculture/industrial and these people were seeking a landfill permit today, what do you think the response would be? Why should the response be any different for a permit to expand and extend the life of the landfill. It shouldn't. Do they really need to pump sludge on the ground at the city limits of the city? Mr. Dietrich sought this permit because he had some type of arrangement with Mr. Tomlinson, where they intend to pump the sludge according to the EIS through an existing pond, pumps, and pivot. I think the original intent was to pump it through the dairy lagoon and onto the land. Now that cannot be done. And a concrete containment pond, a new pond must be built. This took most of the benefit out of the site for Mr. Dietrich and for the cost he is expending on the land alone, in excess of $200,000 for 80 some acres, he could purchase less expensive land elsewhere and with the money he saves buy a new pivot along with ponds, containment vessels and do the same operation on other land with a large buffer zone for the protection of anyone who lives near him. Also could be done in a less populated area and not in an area that is aquifer that feeds the City of Pasco/East Pasco. The paper stated the date for the new sludge application rules have been pushed back to March 1st. Someone from the city stated in a newspaper article that they could store sludge from eight to ten months. This gives us plenty of time. This process, the application was filed on February 27, I believe I said, has been just less than a year. This is less then a year; something can be done in a years time.

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There's also the possibility of Port of Pasco placing the sludge on its own land. There has been no discussion of that alternative. That should be thoroughly reviewed. At one time Twin City Foods talked about taking the sludge. I don't know whatever became of that idea. But that should be looked into. In addition to those alternatives, we are presently taking Benton County solid waste. Has any discussion been had with Kennewick or Richland regarding the disposal of sludge waste with them. They have programs at this time for disposal of sludge waste. Why doesn't the city of Pasco and septic systems somehow tie in with them. We haven't heard a word why that hasn't been examined. Can Pasco handle its own waste without Dietrich's help? I don't know. That's another thing that should be looked into. Are there better ways to accomplish sludge disposal without placing it on the city limits of Pasco and expanding neighborhood with a great deal of potential for future growth? I think there are and so do the DeVries. Third, what other sites are available for use of landfill sludge placements? At the Planning Commission meeting it was discussed that the Solid Waste Management Plan for Benton-Franklin Counties identifies current sites in the two county area. The new plan, according to Gary Karnofski of the Benton-Franklin Governmental Council, identifies all land that could be put into landfill. There are a number of places that you could put into landfill. It's going to cost some money. There is no question about that, but it's not like there is no place we could dump solid waste. By the same token, those could be used for a sludge placement. The Planning Commission did not review this information. It was not discuss in the Environmental Impact Statement as an alternative. These possibilities should be reviewed and discussed before a permit is granted anywhere. That's the whole intent of planning and comprehensive plan. The intent of planning is isn't to get one alternative and we'll take it. It's to say what is every option available to us? Which one is the most attractive? Which ones benefit the residents of Franklin County the most? And which one do we want to take based on what everybody thinks? As the approach has been taken here, it should be for the benefit of the county residents. Does the county have the right to deny this permit? Yes, it is a legislative, discretionary decision. It's over a new application for a new activity at this site. There is no question it would be denied if the site did not exist presently. If this is a brand

new activity out there, farmland, everyone would be up in arms. As interpreted it, there is no reason for expanding. The neighborhood is changing. It should be allowed to change and follow the natural progression that it is following, which is a beneficial progression for this tiny county. Fifth, what potential costs are there if this permit is not granted? One, solid waste disposal would remain the same for 27 years. Ten months or more would be needed to find an alternative plan for sludge disposal. That's not that long when you think of the lifetime that the sludge is going to be out there and the damage that could occur if the wrong things happen with them. Also, it causes that neighborhood not to continue to expand in the positive manner it is expanding now. Sixth, what potential costs to the county if the permit is granted? Let's say the damage to the well reaches the proportion that they must be abandon, the lawsuits will begin. What I am saying is there is already measurably damage in some of those wells. As soon as the damage reaches the measure proportion, they must be abandon. Those wells must be abandon, the lawsuits will begin. I don't know how you would even measure the damage to someone like the Alderson's who are pumping 14 million gallons of water per day, but I guarantee you it would be substantial. Along with that the county/city would have to expand the water system to feed those areas. They would have to put in a whole water system for the east side of Pasco or wherever the damage reaches. As that water progresses, the damage would increase. Third, the aquifer could be permanently damaged. Further, it has already had some damage but it would be damaged further and that problem would not be remedied. There is no way to clean up that aquifer once the damage has occurred. If that was possible to clean it up, who knows what cost that would be. In October 14, 1987, an article appeared in the Tri-City Herald regarding the hazardous waste already in the groundwater at the site and stated it has been designated a high priority for cleanup in 1988. It went on to say that the site probably has the largest amount of hazardous waste in Eastern Washington. That part doesn't offend me. When it was done, it was probable done properly. Although there were concerns at that time and I don't think everything that could have been done was done, this is the part of the article that concerns me and should concern you. It wasn't just a hole in the ground, Nuechterlein said, it was sort of a state of art at that time. But the state of art has changed. He said much of the waste was buried in barrels and the bottom

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of the trenches were lined. Okay, what that says is at that time they thought they were doing everything they could do, state of the art, to protect the environment. Today we have leaching into the ground. 1972, 1974 so this is how many years ago. Twelve years, fourteen years ago and the problem cannot be cleaned up now. We're saying the people that I represented as well as the engineer from CHM2 Hill are saying that until more is known about that site nothing should be permitted without requiring the appropriate containment liner. The liner system must be there so that if anything leaks it doesn't go beyond the liner system and into the groundwater. Now with our requiring a state of the art bottom liner will these problems happen again? I think that there is a much greater possibility that they could. Say the permit is granted for 10 years and extended for 10 years and during that period it is not used for landfilling. They are saying they are not going to use it for landfilling for 10 to 15 years. So in eight years or 15 years the county decides to disallow the permitted activity in that area. What would be the cost to the county then to buy back that permit. The county would have to condemn the permit and buy it back from the landfill operation because it would be a deprivation of property without due process of law if it was not bought back.

Mr. Booth - the tape came to an end where it is the end of Mr. Roach's testimony and had to be turned over.

Mr. Roach ended his testimony with the request that the permit not be granted. They were opposed to the expansion, the spraying of sludge, and did not consider it good planning.

Mr. Mathews - Who would like to speak in opposition of this now? If you would. Who's first? I have a gentlemen back here.

Randall Brown, geologist, I've worked in the area since 1947 and in the last 15 years I have been a geologist consultant. I am not specifically for or against the landfill per say but I am concerned, ladies and gentlemen, about what we know and what we do know about this site itself. In 1972 I did some work at the site for Resource Recovery and I urged the establishment of monitoring wells and sampling wells and the acquirement of adjoining lands for expansion purposes, because it appeared to me to that that would be

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for expansion purposes, because it appeared to me to that that would be necessary if they were to continue operation. My main concern is with groundwater. Not only what the groundwater situation is at the site now but what it may be under various conditions that we can hypothesize. For instance, we've seen changes in the static water level owing to the construction of McNary Dam and the rise in the Columbia River level. We've seen the impact of irrigation wells in the Pasco green belt, where when west Pasco was being inunadated by raising water levels, the problem was solved by the operation of numerous irrigation systems and by the run-off from the Columbia Basin Irrigation project. We certainly expect in the future much more run off down Smith Canyon from the east project then there was with the Columbia Basin Irrigation project, and certainly are concerned about that event and others. Now you can safely dispose of wastes, any kind of wastes, you wish safely that is in certain amounts, but every site we have have certain limitations, certain limits for the kinds of wastes and the amounts. Where is the break point? I don't think are aware of that at the site, and this concerns me because once the site is overloaded then you are essentially at a point of no return. You may have leachage or other materials entering the groundwater. And this is true especially in anticipation in changed water table levels or static water levels. Then we also have some problems with the precise flow paths of the contaminates in the groundwater. The general flow pattern is to the, as established now, southwest, ultimately into the Columbia River. But we can certainly expostulate certain conditions where at least some portions of the groundwater contaminates made go into somewhat other directions. It is academic when geologist is asked to talked about flow rates of ground water, he tries to evade the questions. It is a very complicated situation. So what is the flow rate of the ground waters now and what will it be under certain expostulate conditions. We can hypothesize. What will be the flow path and the flow rates 10 years from now with some of those changed conditions? What is the mechanism of leaching and what will it required to leach some of those substances that are now safely above the water table down to the water table? I'll just end at the point. As I said, my main concern is the lack of what I consider adequate knowledge about the site. Something that can be achieved, something that can be obtained, but it will cost considerable expense and time.

Mr. Mathews - Thank you sir. Next.

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Mike O'Neil - I've lived in the Tri-Cities since 1956 except for a few years in western Washington. I've lived back here for two years. I'm a homeowner in the city of Pasco and employed as herdsman at the DeVries dairy. The records of the evidence presented today that the current Dietrich landfill is operated in a very positive manner and will meet the needs of our community for many years to come. The evidence also suggest that there is reasonable doubt about the completeness of the Environmental Impact Statement and there have been a number of questions raised which warrant greater study. I would suggest respectfully the County Commissioners disallow this landfill expansion at this time and that our community leaders both in the private sector and the governmental sector begin now the lengthy process to ultimately decide what the best means would be of meeting the county's needs. Understanding that our most immediate needs are now met by the present situation. Therefore, I would ask that this landfill expansion not be allowed at this time. Thank you.

Mr. Mathews - I would appreciate please if you would hold your applause so we can move on. It is getting late. All right, next please.

Mr. Tim Tibbett - I am a resident of Franklin County and have been for over 10 years. I represent the interest of the adjoining landowners to the Pasco Landfill, namely Columbia Eastman Partnership and Tibbitt Land & Mortgage Company, our own company. The Dietrich has been some of the finest neighbors that anyone could ask for and we respect that. However, we as citizens of this county must look on into the future for the benefit of our own children and so forth. The recent EPA Superfund requirements required certain amount of accountability and liability into the future as to disposition and disposal of chemicals whether they be fertilizers, paints, what have you. In recently talking to the EPA in Seattle they have been monitoring two ground wells on the site. Their indications are that over the past few years they have observed volatile organic within these sites. They have also withdrawn water from our own wells adjacent to the property. Our own tests have not been conclusive enough on our own sites to show that there are appreciable amounts of flows of water from well on the landfill site onto our own property to indicate any damage at this time. Volatile organics as I understand it are those items

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which come from solvents and paints which have been disposed of over the years. Most of the volume of the organics have been detected under the landfill site. I'm told that these volatile organics are not what you would consider problems at this time because they can be aerated under proper appropriate methods. However, as adjoining landowners, we are quite concerned as to the future impact of additional leaching throughout the soil as Mr. Brown as said. I think we feel that these things are unknown. We are quite concerned and we that any problems be prevented rather than measurable means taking appropriate action in the future. We don't want our motivation to seem selfish in any light at all. No more than any of the residents of the Pasco or Tri-Cities do. Certainly we all appreciate the cheap garbage service. We all need places to dump our disposal, our septic tank sludge, and so forth. But should it be at the cost of just a few adjoining landowners. We recognize that the landfill was in place at the time we all developed and expanded into that area, but unfortunately, if we are to be responsible citizens of this county and nation we must plan for the future. We must look at a more comprehensive landfill proposal. I realize that that is difficult. Nothing that we do is easy. It is our opinion that a more comprehensive plan be developed with possibility of relocating into the future for the adequate disposal of these products. Thank you very much.

Mr. Mathews - Thank you. Anybody else wishes to speak?

Eileen Harris - I live at 220 Carr Road. I am the fiancee of Jack Carrs. So I have heard a lot about what is going on and not only are the expenditures that may be necessary to clean up an aquifer that has been damaged here for our available recognition but also who will pay for the liability of it. We have seen from Franklin County's they have not ever. Their liability coverage is not adequate with application at oust as witness by several farmers that the liability coverage was not adequate and I doubt that Mr. Dietrich himself could cover any cost that might come up. Thank you.

Mr. Mathews - I would like to correct the statement on the oust on adequate insurance. We've had adequate insurance but it was depleted... Then we had to go to the state, the state funds guarantee funds and we're having problems pulling it out of there.

Ms. Harris - But it didn't cover all the claims.

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Mr. Mathews - All the liability claims that I know of. All right, let's go on. Anybody else who wishes to speak?

It is 4:27 p.m. You commissioners have any questions or anything you want to say at this time or ask. Now are there any clarification that are needed here in the audience at this time? Yes madam.

I am Mae Hevle. I live here in Pasco. I seem to be confused somehow or other. If this goes through will that include Spokane and King County, to give them the authorization bring their garbage here for us to dispose of?

Mr. Mathews - That is what we are here to decide to be. I didn't request for asking.

Ms. Hevle - that is what was on the slip of paper that I got in the mail... that that was to be included saying they would be bringing the garbage and their sludge from over there and Spokane counties and other places to bring their...

Mr. Whitemarsh - I am aware that the Spokane area people are considering the construction of an incinerator for the certain needs of the Spokane County residents. Now that is not in place yet. That's being consider. Other areas of this state are likewise looking at incineration as an alternative to landfillers. We're well aware of the undesirability if you will of landfill as a source of disposal. And particular on the west side of the mountain where they got so much more rainfall to deal with. And that is why we on the east side have been looked on as a possible source of relief because we don't have the same problems as they do. But as far as the County Commissioners are concerned we never have given any consideration to accepting waste in this region from King County or Spokane or any of these other wide areas. Acknowledging we have had some from Benton County and Walla Walla.

Ms. Hevle - It says they are bringing in approximately 2,518,560 tons of garbage from other counties to the Pasco dump site. This garbage will be brought from Walla Walla, Adams, Benton County, and possibly Spokane, King and other counties.

Mr. Mathews - We cannot answer your questions because this is a hearing for us to review those points.

Mrs. Hevle - well they are going to make the decision on this deal if it goes here. This is about the meeting.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

Mr. Mathews - We are not making the decision today.

Ms. Hevle - I know that.

Mr. Mathews - We are not making the decision today.

Ms. Hevle - I know that.

Mr. Mathews - We are reviewing the facts. We will review those and review, and we will seek answers to them.

Ms. Hevle - Well, what I'm trying to find out is if this bill goes through will we be obligated to take the garbage from King County, Spokane County and the others they feel they want to dump it here?

Mr. Mathews - We cannot answer your question. I'm evading your questions. We are not answering it because we have not done our reviews yet.

unknown - I've been waiting to hear why wasn't it discussed...

Mr. Mathews - Do you want to answer this?

Mr. Whitemarsh - Maybe John want to?

Mr. Mathews - John where are you? John

(undistinquishable dialogue)

Mr. Whitemarsh - John or Larry may have a response. I don't know what the answer is.

(unidentified) Well, John pointed out in his overheads that it was almost ludicrous to look at a Seattle or Spokane waste because it shortens the life of the site so much.

....

Those are possibilities because they are very small volumes.

Harold Wright - I have been here since 1947. I think the main issue that I have is, I know the Dietrich, years and years, and hear... The only thing that I am concerned about and I think the majority of people are concerned about are two different things. And that's contamination of water and the other is bringing in from other areas. These are the biggest concerns I have.

Cindy Guenther - We have a one year study done and there was a nice program on Channel 19, For Your Family Sake, that was 60 minutes long, that is showing what landfills have done to people's drinking water and we've done one years study. We are talking 27 years for our children to drink, going into the ground. And, I don't care if we don't have enough water and everybody else disposes of waste this way. I thing there are better ways and we have

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
PUBLIC HEARING - JANUARY 11, 1988
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brains we should use them for better ways. My husband has worked for the DeVries dairy for seven years and it might stink but I don't think anybody in this room doesn't eat cheese, butter, or yogurt or any milk products that stink up the air.

Mr. Mathews - Is there any points that need to be clarified. We can't answer you questions because we don't know the answers.

Robert Lepka, 1519 Pearl, and I was down at the Planning Commissioners meeting and they tried to put restriction on other areas into this permit and ... and said they can't do it. Once they get the permit there is no guarantee that Dietrich is going to run it. They could sell the permit to anybody for...

...We own the Arrowhead Campground on Commercial Ave and we already experienced smells from the sludge like that. So we are not getting sprayed from the horses mouth so as to speak that it isn't a pleasant smell and it doesn't help our business. And we have put our entire lives and all our savings.

...

Dorothy Miller - I just have and I have been living in Connell... What I'm asking you is once you grant permission for this is that the end of your authority and is it out of your hands. Can anything be done if there is any opposition to the way it is operated.

Mr. Mathews - I'm going to refer that to our planner because I think there is a policy answer to it... The question is if we grant any condition use permit doesn't make any difference what kind it is what control do we still have on it?

Mr. Boothe - There are still regulations that are, in fact, the minimum functional standards for solid waste disposal site. There are regulations adopted by the Department of Ecology, enforced by the local health district, both the local health district and the Department of Ecology.

Mr. Mathews - Just a minute. We would still have the right to withdraw that if something is going wrong? We still have the privilege

...will there be a time when we can get our questions answered?

Mr. Mathews - We have not heard or read all testimonies. We have these materials that we have not read.

...Will there be another meeting.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
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CONDITIONAL USE PERMIT FOR THE EXPANSION OF THE PASCO SANITARY LANDFILL

Mr. Mathews - ... The questions was that the people have various questions and they would like to know what the views I think once we get through with this properly our findings and facts will answer a lot of your questions. I hope it, it will be out attempt to.

Loren Clevenger - I was wondering if they spread that sludge over an area what was going to keep that off the water level.

...

Mr. Mathews - That's a concern - that's a question. I can't answer it.

...

Mr. Mathews - If you have any questions just.... because we have to review everything. We don't know the answers.

Mr. Wright expressed concerned about whether the Commissioners had enough time to review all the information before making their decision. He was assured by Mr. Mathews that no decision would be made until they have had to thoroughly review all the information they had. Mr. Palomarz wanted to know if there was an expert who could tell the Commissioners about the condition of the water. Mr. Mathews informed him that they would go by the same studies used by the attorney. A question was asked if there were any records of what we were discussing today. Mr. Mathews advised that the only record that he could personally think of is the amount of capacity and that the Commissioners will be asking some questions. The Commissioners advised that they could not answer any questions concerning limitation on how long we would have to take outside garbage. The questions would have to wait until the fact finding report.

Mrs. DeVries advised that she sent out all those things to let the people know what was going on in Franklin County because I am totally against what they want to do out there not only because I am a landowner with cattle but all that information was taken from the Environmental Impact Statement. There are no limits if the expansion is granted. She also questioned if the people, back in Mid-East, using the human sludge have they been told that metals are in human waste, what can be grown with it, what can't be grown with it and how long have they been using this human waste to do this. They haven't been doing this for 10-15 years. And, in other countries, veterans were told certain foods that were grown with it not to eat it, they could get disease, they were told not to eat any food grown with human waste. What is the affect

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON
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of this human sludge on the people?

Ms. Tammy Mathews questioned that for some time people were allowed to spread the sludge and dry it in open air and for some reason it is no longer acceptable. She doesn't know why. Mr. Mathews replied because of the solid waste act that was passed by the state December 31, 1987. . Mathews was mainly concerned about with 10 years down the road what may be acceptable today may not be acceptable 10-15 years down the road. Feel we should be a little wary of what we approve until more research is done.

Due to the extensive information submitted for review, all attachments and reference material can be found in the Planners file CUP87-2 located in the planner's office.

Meeting was adjouned at 4:43.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

Commissioners Record 30
FRANKLIN COUNTY
Commissioner's Proceeding for January 12, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Ken Miller, Member; Bruce D. Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

Resolution No. 88-5, Inter C.E. Expenditure Budget Transfers, were approved and signed.

FRANKLIN COUNTY

RESOLUTION NO.: 88-5

RE: INTER C.E. EXPENDITURE BUDGET TRANSFERS

WHEREAS, The Fiscal Year 1987 is completed for Franklin County State of Washington, and

WHEREAS, there are Budget Accounts in the Current Expense Expenditure side of the Budget that are over-expended.

WHEREAS, there are Budget Accounts in the Current Expense Expenditure side of the Budget that are under-expended.

WHEREAS, it is necessary to balance out the Budget Accounts that are are over-expended in the Current Expense Expenditure Budget.

WHEREAS, the following accounts will be decreased in the Current Expense Budget:

Assessor	Account 00040	514.24.10.0700	(20,000.00)
Elections	Account 00280	576.80.10.0700	(4,555.00)
Parks	Account 00420	514.85.10.0700	(9,000.00)
			($33,555.00)

WHEREAS. the following accounts will be increased in the Current Expense Budget;

Civil Serv.	Account 00140	516.10.10.0700	100.00
Courthouse	Account 00200	518.30.10.0700	300.00
District Ct.	Account 00260	512.40.10.0700	3,405.00
P.A.	Account 00480	515.20.10.0700	4,100.00
Sheriff	Account 00520	521.20.49.0003	250.00
Sheriff/Det.	Account 00540	523.20.10.0700	16,900.00
Non-Dept.	Account 00700	597.00.20.0000	8,500.00
		TOTAL	$33,555.00

THEREFORE: The above transfers will balance the TOTAL Expenditures of the Budget Accounts that were overexpended.

DATED this 12th day of January 12, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

ATTEST:

Diane D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 12, 1988

There being no further business the meeting was adjourned until January 13, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce A Whitehead
Member

Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 13, 1988

The Honorable Board of Frankin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Bruce D. Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

9:00 a.m. - Nancy Caldwell, Human Services, presented a contract amendment between county/state and Bureau of Alcohol and Substance Abuse #1410-62167(1) for an ADATSA contract award increase of $18,750 for signature. Admendment signed by the Board.

10:00 a.m. - Bruce Gilkeson, Franklin County Engineer, met with the Board. Also present was Mr. Bud Ellis. Hearing was still set for January 15, 1988 on the Burr Canyon Project. Labor negotiation meeting for the Road Department was set for 1:00 p.m. today.

The Board signed Resolution 88-6 for a study on the feasibility of a processing plant capable of handling the agricultural products grown in this community. A letter with a copy of the resolution was mailed to Mr. Cox advising that the Board supported the idea of a processing plant in this area.

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

January 19, 1988

Mr. Harold Cox
Desert Produce
980 E. Foster Wells
Pasco, WA 99301

Dear Harold:

The Franklin County Commissioners support the idea of a processing plant in this area capable of handling the needs of the crops raised in this area. We know that agriculture is the backbone of Franklin County, and it needs all the encouragement it can gather to grow. Too much raw material is now shipped out and processed some other place. As other areas close their plants, because of loss of product, we need to develop ours.

To encourage this type of growth, the total business area has to work with the producer. This will aid in the financing that is needed for such an undertaking.

Yes, we agree there should be a study to determine the needs that are currently existing and the availability of financing.

Thank you.

BOARD OF COMMISSIONERS
Franklin County, WA

Harold N. Mathews
Chairman

Bruce D. Whitemarsh
Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 13, 1988

FRANKLIN COUNTY

RESOLUTION NO.: 88-6

WHEREAS, Franklin County constitutes a portion of the Columbia Basin Irrigation Project, one of the highest agricultural production areas in the country and extremely well suited for the production of vegetable crops, and

WHEREAS, there is a specific need for a local vegetable processing and handling facility (sweet corn, asparagus, cucurbit, and all species of cole crops). A local processing plant would assure a better product because of less time required between picking, handling and processing. This would mean a greater return to the farmer because currently freight costs to the remote and distant plants are being paid by or withheld from the farmer, and

WHEREAS, a local processing plant would give impetus and encouragement to the agricultural community to grow those crops capable of being processed locally and assist in crop rotation programs for growers, and

WHEREAS, the geographic location of Franklin County is blessed with transportation for any or all projected markets and has ready accessibility to railroads, barge facilities, highway, and air, NOW, THEREFORE

IT IS RESPECTFULLY URGED that all efforts be made to procure at this point a study concerning the feasibility of the financing, construction, and subsequent use of a processing plant capable of handling the agricultural products grown in this community.

DATED this 13th day of January 13, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold R. Mathews
Chairman

Bruce A. Whitenauer
Member

Member

ATTEST:

Doris D. McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 13, 1988

There being no further business the meeting was adjourned until January 18, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matheus
Chairman

Bruce D Whitehouse
Member

Member

Attest:
D D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 18, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Bruce D. Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. - Bruce Gilkeson, Franklin County Engineer, met with the Board. A letter was submitted to the Board to rescind the Burr Canyon Road contract that had been awarded to Steelman-Duff, Inc., due to the lack of eligibility for federal funds if the County executes a contract with the late low bidder. Board approved and signed.

FRANKLIN COUNTY
HIGHWAY DEPARTMENT
3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

January 14, 1988
BG-88-6

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: Burr Canyon Road
CRP 444/SA 1043

We recommend that the Burr Canyon Road contract that had been awarded to Steelman-Duff, Inc. be rescinded because the project will not be eligible for federal funds if the County executes a contract with the late low bidder.

Recommended: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
County Engineer

Approval:
BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Ken Miller, ~~Chairman~~

Bruce D. Whitemarsh

Bruce D. Whitemarsh, Member

Harold N. Mathews

Harold N. Mathews, ~~Member~~
Chairman

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 18, 1988

A letter was submitted with the recommendation of awarding the Burr Canyon Road contract to Selland Construction, Inc. of Wenatchee, Washington. Their bid was the lowest federally approved bid received. The Board approved the recommendation.

FRANKLIN COUNTY
HIGHWAY DEPARTMENT
3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

January 18, 1988
BG-88-8

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: Burr Canyon Road
CRP 444/SA 1043

We recommend that the Burr Canyon Road Contract be awarded to Selland Construction, Inc., of Wenatchee, Washington.

Their bid of $365,123.00 was the lowest federally approved bid received and was 27% lower than the Engineer's estimate.

Recommended: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
County Engineer

Approved:

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Ken Miller, ~~Chairman~~

Bruce D. Whitemarsh

Bruce D. Whitemarsh, Member

Harold N. Mathews

Harold N. Mathews, ~~Member~~ Chairman

BAG/ler

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 18, 1988

An agreement for legal representation of indigent individuals in Benton and Franklin Counties Superior Courts Juvenile Division and Edwin F. Alden was approved and signed by the Board. The term of this agreement shall be for a period commencing January 1, 1988 and concluding December 31, 1988.

AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This personal service agreement is entered into effective January 1, 1988, between Benton County and Franklin County, political subdivisions of the State of Washington, and EDWIN F. ALDEN (hereinafter "the attorney"), an attorney admitted to practice law in the State of Washington.

This agreement is one of several identical individual personal service agreements concerned with the representation of indigent persons in Benton County and Franklin County Superior Courts, Juvenile Division, and the representation of indigent respondents in involuntary mental health and alcohol commitment proceedings.

WITNESSETH,

WHEREAS, Benton County and Franklin County, as part of their system of criminal justice, are required to provide legal representation for individuals who are subject to proceedings commenced in the juvenile divisions of the Benton and Franklin Counties Superior Courts, and who are financially unable to obtain legal counsel, and

WHEREAS, determination of indigency and appointments of attorneys to represent indigent individuals are made by the superior courts of the State of Washington for Benton and Franklin Counties and/or the staff of the Benton and Franklin Counties Juvenile Justice Center, and

WHEREAS, the attorney is engaged in the private practice of law and intends to devote a portion of that practice to representation of individuals in juvenile court proceedings and in involuntary mental health and alcohol commitment proceedings, and is one of several participating in the Benton County and Franklin County indigent defense program, and

WHEREAS, the attorney is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to January 1, 1988, and has had practical experience in juvenile court proceedings:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The attorney agrees:

(a) to accept all cases to which he is appointed in accordance with the terms hereof during the term of this agreement.

Except as set out below, the attorney shall be responsible for representing individuals involved as a party in the juvenile division of Benton County and Franklin County Superior Courts and respondents in involuntary mental health and involuntary alcohol commitment proceedings initiated in the Benton and Franklin Counties Superior Courts whenever publicly provided counsel for such person is required by law. The types of cases for which the attorney is to provide counsel shall include, but not be limited to, all proceedings filed in the juvenile division of superior court and not covered specifically by another contract or not the responsibility of another governmental entity, revocations and modifications of probation proceedings, all such cases returned to the juvenile division of superior court from any higher court, any other matter in juvenile court for which publicly provided counsel for a person is required by law, and involuntary mental health and alcohol commitment proceedings;

(b) to represent, in a professional manner, to the satisfaction of the superior court, all individuals to whose case he is appointed in accordance with this agreement. Representation shall include preparation and appearances in all phases of court proceedings including arraignments, pre-trial hearings, motions, trial, and sentencing.

(c) The attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect an appeal to a

court higher than the juvenile division of superior court, including where applicable, the appointment of counsel.

2. Benton and Franklin Counties agree to pay to the attorney, as attorney fees and not as a salary, the sum of twenty-three thousand six hundred dollars ($23,600) per year, or nineteen hundred sixty-six dollars and sixty-six cents ($1,966.66) per month payable on the 10th day of each month during the time this agreement remains in full force and effect.

3. The above named attorney shall bear all expenses incurred in the representation of each client except the following:

(a) expenses incurred in obtaining expert testimony, scientific tests, or other analysis when authorized by court order;

(b) expenses of a private investigator used to aid in the preparation of the defense of a matter when authorized by court order.

4. The terms of this agreement shall be for a period commencing January 1, 1988, and concluding December 31, 1988. Notwithstanding the foregoing, the attorney's obligation to provide representation pursuant to this agreement includes the obligation to complete all cases or matters covered by this agreement. The attorney shall continue to provide representation for those persons whom the attorney was appointed to represent and whose case was not concluded during the duration of this agreement. It is further understood by the parties that the attorney's obligation to complete all cases or matters covered by this agreement shall not result in any additional compensation over the amount specified herein.

5. No other person shall perform any of the services required of the attorney by this agreement nor shall the attorney assign or subcontract his responsibility for performance of this agreement.

6. Benton County and Franklin County shall have a right to terminate this agreement upon 10 days written notice to the attorney in the event the attorney fails to comply with any of the provisions of this agreement, and it is understood by the parties that the attorney's compliance with this agreement will be evaluated on a quarterly basis.

7. During the life of this agreement, the attorney shall maintain errors and omissions insurance and shall include anyone acting for or on behalf of the attorney in the performance of this agreement as an additionally named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of $100,000 or more. At the time of performance commencing hereunder, the attorney shall submit evidence that such insurance is in force and that such insurance will not be cancelled without first giving thirty (30) days written notice to Benton County and Franklin County.

The attorney covenants and agrees that he will indemnify and hold harmless Benton County and Franklin County and any of their officers, employees, and agents from any loss, damage, cost, charges or expense whether to persons or property to which Benton County and Franklin County or their agents my have been put or subjected to by reason of any act, action, neglect, omission or default on the part of the attorney or anyone acting for, on behalf of, or at the direction of the attorney in the performance of this agreement.

In the event any suit or legal proceedings shall be brought against Benton County or Franklin County or any of their officers, employees, or agents at any time on account of or by reason of any act, action, neglect, omission or default of the attorney or anyone acting for, on behalf of, or at the direction of the attorney, the attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgements

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 18, 1988

that may be incurred by or obtained against Benton County or Franklin County or any of their officers, employees, or agents in such suits or other proceedings.

DATED this 1st day of January, 1988.

Benton County, A Political Subdivision of the State of Washington:

Attorney

R.E. Isaacson
Commissioner

Commissioner

Commissioner 1/11/88

Franklin County, A Political Subdivision of the State of Washington:

Harold N. Mathews 1/18/88
Commissioner

Bruce D. Whitmarsh 1/18/88
Commissioner

Commissioner

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
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The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers - 20621 - 20926, Both inclusive -	$ 182,226.33
COUNTY ROAD	- Warrant Numbers - None, see 1/4/88 minutes	
EQUIPMENT RENTAL	- Warrant Numbers - 4021, Inclusive -	500.00
LAW LIBRARY	- Warrant Numbers - 201 - 203, Both inclusive -	1,471.32
REVENUE SHARING	- Warrant Numbers - None	
VETERANS RELIEF	- Warrant Numbers - None	
SOLDIERS & SAILORS	- Warrant Numbers - 233 - 235, Both inclusive -	567.00

There being no further business the meeting was adjourned until January 20, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Member

Attest:
D M McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 20, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Bruce D. Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. Bruce Gilkeson, Franklin County Engineer, met with the board and presented the contract for CRP 444 Burr Canyon Road Project. The contract, number SA-1043 CRP444, was executed as presented.

Resolution 88-7, Inter C.E. Expenditure Budget Transfers was approved and signed by the board.

FRANKLIN COUNTY

RESOLUTION NO.: 88-7

RE: INTER C. E. EXPENDITURE BUDGET TRANSFERS

WHEREAS, The Fiscal Year 1987 is completed for Franklin County State of Washington, and

WHEREAS, There are Budget Accounts in the Current Expense Expenditure side of the Budget that are over-expended, and

WHEREAS, There are Budget Accounts in the Current Expense Expenditure side of the Budget that are under-expended, and

WHEREAS, It is necessary to balance out the Budget Accounts that are over-expended in the Current Expense Expenditure Budget, and

WHEREAS, The following accounts will be decreased in the Current Expense Budget:

Commissioners Account 180	511.10.10.0700	(1,000.00)
Superior Court Account 620	512.21.51.0000	(1,000.00)

WHEREAS, The following accounts will be increased in the Current Expense Budget:

Parks Account 420	576.80.10.0700	900.00
Planning Account 440	558.10.10.0700	100.00
Aids to Account 720 other Govt Agencies	519.90.50.0006	1,000.00
	TOTAL	2,000.00

THEREFORE: The above transfers will balance the TOTAL Expenditures of the Budget Accounts that were over-expended.

DATE this 20th day of January, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Member

ATTEST:

Diane D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 20, 1988

The Vourchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board:

CURRENT EXPENSE	- None	
EQUIPMENT RENTAL	- Warrant Numbers 4022 - 4075, Both Inclusive -	$ 31,534.74
COUNTY ROAD	- Warrant Numbers 6552 - 6641, Both Inclusive -	127,477.70
LAW LIBRARY	- None	
REVENUE SHARING	- None	
VETERANS RELIEF	- None	
SHF. NARCOTIC TRUST	- Warrant Numbers 46 - 48, Both Inclusive -	573.34
SOLDIERS & SAILOR	- Warrant Numbers 236 - 237, Both Inclusive -	875.66

Applications for Robert H. Young and Barbara W. Olson to the Franklin County Boundary Review Board were mailed to Governor Gardner.

The Board meet with representatives from Our Lady of Lourdes Hospital, Mr. Saraceno, Ms. Bernard, Sister Irma, & Mr. Corley, to discuss their application for a license to establish a 25-bed skill nursing facility at Our Lady of Lourdes.

There being no further business the meeting was adjourned until February 1, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

Attest:
Dan M. Laughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 25, 1988

There being no quorum, no board meeting was held.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

_____
Member

_____
Member

Attest:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for January 27 1988

There being no quorum, no board meeting was held.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

_____
Member

_____
Member

Attest:

_____
Clerk of the Board

(6) The means and adequacy of each exit in the event of fire, from factories, schools, hotels, lodging houses, asylums, hospitals, churches, halls, theatres, amphitheatres, and all other places in which people work, live, or congregate from time to time for any purpose; and,

(7) The investigation of the cause, origin and circumstances of fire(s) within the unincorporated areas of Benton County and not within the boundaries of any fire protection district.

SECTION 4.

SEVERABILITY. If any provision of this chapter is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the chapter and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5.

EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this 20th day of January, 1988.

/s/ R. E. Isaacson
Chairman of the Board

Attest: /s/ Joan Heintz
Clerk of the Board

/s/ Robert J. Drake
Member

Approved as to Form:

/s/ John Crawford
Deputy Prosecuting Attorney

/s/ Ron Jones
Member

Constituting the Board of County Commissioners of Benton County, Washington

There being no further business to come before the Board, meeting adjourned.

Joan Heintz
Clerk to the Board

R. E. Isaacson
Chairman of the Board

The Board of Benton County Commissioners met in a special meeting under provisions of RCW 42.30.080 at 8:30 A.M. on January 22, 1988, at the Benton County Annex, Kennewick, at the request of the elected officials. Those present were Chairman Ray Isaacson; Ron Jones and Bob Drake, members; Claude Oliver, Barbara Breeze, Kay Bacca, and Bobbie Gagner, elected officials; Ted Martin, Fairgrounds Manager; and Donna Hileman, Administrative Assistant.

Claude Oliver, on behalf of certain elected officials, presented to the Board a letter regarding their concern that the Benton-Franklin Fair be a break-even operation. The elected officials wanted to provide input to the Board of Commissioners before the meeting with Franklin County so as to assure that any decisions regarding Current Expense commitments to fund the Fair would not have an irrevocable impact on providing mandated services by other departments. The letter was signed by Kay Bacca, Barbara Breeze, Claude Oliver, Bobbie Gagner, and Andy Miller. It was noted in the letter that Sheriff Kennedy was out of town on vacation but that the Sheriff had previously stated in Benton County Management meetings his support of the Board in this light.

Each of the elected officials briefly commented on the letter. No other action took place. At 9:00 A.M. the Commissioners departed for a meeting scheduled with the Board of Franklin County Commissioners this date at Franklin County Courthouse to discuss the participation of Franklin County in a bi-county fair in 1988.

Joan Heintz
Clerk to the Board

R. E. Isaacson
Chairman of the Board

The Board of Benton County Commissioners met at 9:35 A.M. on January 22, 1988, with the Board of Franklin County Commissioners at the Franklin County Courthouse. Other than the Board of Benton County Commissioners, present were Harold Mathews and Bruce Whitemarsh, Franklin County Commissioners; Valoria Loveland, Franklin County Treasurer; Neva Corkrum, Franklin County Auditor; Bobbie Gagner, Benton County Auditor; Claude Oliver, Benton County Treasurer; Donna Hileman, Benton County Administrative Assistant to the Commissioners; and, members of the news media. The purpose of the joint meeting was to review Benton County's 1988 fairgrounds budget and the participation of Franklin County in a 1988 bi-county fair.

Franklin County Chair Harold Mathews called the meeting together. He asked that Chairman Isaacson explain a letter received by the Benton County Commissioners from certain Benton County elected officials regarding the fair operations. Chairman Isaacson also reviewed Benton County's financial position and the 1988 Benton County Fairgrounds budget.

Following a brief review of the budget, Commissioner Whitemarsh suggested that perhaps the fairgrounds should not be maintained on a full-time basis. The two boards discussed the budget and the financial conditions of the two counties. Commissioner Jones suggested that, perhaps for the 1988 fair, Benton County should put on the fair; invite the residents of Franklin County; establish a bi-county advisory committee; and ask the Board of Franklin County Commissioners for their support and good will.

Commissioner Whitemarsh stated that Commissioner Isaacson's proposal would get nowhere with Franklin County. "There is absolutely no way we could come up with that money," Whitemarsh said. "What we've budgeted is $5,000 and we may be hard-pressed to pay that the way things are going."

Chairman Mathews brought the meeting to a conclusion stating that the purpose of the meeting had been accomplished and, due to the fact that they would not have a quorum of their board present during the following week, that they would not be able to reach a decision until the first week of February.

The meeting was adjourned at 10:35 A.M.

Joan Heintz
Clerk to the Board

R. E. Isaacson
Chairman of the Board

The Board of Benton County Commissioners met in the Commissioners' Room, Benton County Courthouse, Prosser, Washington, on January 25, 1988, at 10:00 A.M. Those present were Chairman Ray Isaacson and Ron Jones, Members. Commissioner Drake was in Coeur d'Alene,Idaho, on this date attending a PIC meeting. Also present were Donna Hileman, Administrative Assistance, Joan Heintz, Clerk, Dennis Skeate, Engineer, and Alice Ellis, Treasurer's office.

Commissioner Jones moved that the minutes of the January 20 and 22 meetings be approved as corrected. Chairman Isaacson

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 1, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

Letter was written and approved authorizing the withdrawal of $3,377.56 to cover warrants being issued to the account of Franklin County Unemployment Trust Fund.

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

February 1, 1988

Mrs. Valoria Loveland
Franklin County Treasurer
Pasco, WA 99301

Dear Mrs. Loveland:

Please consider this your authorization to withdraw the following amounts from the respective savings and loan account to cover warrants being issued on this account.

Franklin County Unemployment Trust Fund - $3,377.56.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Ken Miller
Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 1, 1988

According to state law, a letter was written and approved to the Public Disclosure Commission.

FRANKLIN COUNTY
Office of the Treasurer
Valoria H. Loveland
1016 N. 4th AVE. PASCO, WASH. 99301 PHONE 545-3518

February 1, 1988

TO: Public Disclosure Commission
403 Evergreen Plaza Building MS: FJ-42
Olympia, WA 98504

FROM: Valoria H. Loveland
Franklin County Treasurer
1016 N. 4th
Pasco, WA 99301

S T A T E M E N T

I certify under penalty of perjury, under laws of the State of Washington that during the period January 1, 1987, through December 31, 1987, no public funds under my control were invested in any institution in which I held an office, directorship, partnership interest, or ownership interest.

Signed this the 1st day of February, 1988.

Valoria H. Loveland
Franklin Co. Treasurer and
Chairman of Finance Committee

Franklin County Auditor and
Ex-Officio Secretary of
Finance Committee

Chaiman, Board County Commissioners
and Member of Finance Committee

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 1, 1988

Valoria H. Loveland, Franklin County Treasurer, submitted in accordance with R.C.W.36.48.010 a listing of depositories of public funds.

FRANKLIN COUNTY

Office of the Treasurer

Valoria H. Loveland
1016 N. 4th AVE. PASCO, WASH. 99301 PHONE 545-3518

February 1, 1988

Subject: Depositories of Public Funds
Designated by County Treasurer
Under R.C.W. 36.48.010

Seattle-First National Bank
P. O. Box 292
Pasco WA 99301

Seattle-First National Bank
Connell Branch
Connell, WA 99326

Peoples National Bank
P. O. Box 2777
Pasco, WA 99302-2777

Old National Bank
P. O. Box 2428
Pasco, WA 99302-3081

Ben Franklin National Bank
P. O. Box C-3081
Pasco, WA 99301

First Interstate Bank
P. O. Box 1049
Pasco, WA 99301

Yakima Federal Savings & Loan
P. O. Box 1318
Pasco, WA 99301

Respectfully submitted this the 1st day of February, 1988.

Valoria H. Loveland

Valoria H. Loveland
Franklin County Treasurer
Pasco, WA 99301

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 1, 1988

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Signatures were obtained for voucher approvals for County Road in the amount of $8,182.42 and MV & PWE in the amount of $12,100.83. Resolution No. 88-8, CRID collections be transferred to the County Road Fund and Equipment Fund for current obligations through December 31, 1987, was approved.

FRANKLIN COUNTY
RESOLUTION NO. 88-8

IT IS HEREBY RESOLVED by the Board of County Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse in Pasco, Washington, that the following CRID collections be transferred to the County Road Fund and Equipment Rental Fund in payment of current obligations through December 31, 1987.

County Road Fund

CRID #1	Principal	$ 2,364.11
	Interest	468.56
		$ 2,832.67

Equipment Rental Fund

CRID #6	Principal	$ 1,081.02
	Interest	941.77
	Penalties	108.58
		$ 2,131.37
CRID #7	Principal	$ 999.64
	Interest	936.88
	Penalties	65.26
		$ 2,001.78

Signed this 1st day of February, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 1, 1988

The Highway Department's Work Plan for 1988 was submitted for review. It was approved as submitted.

Mr. Mathews signed as presented the detention contract between Benton-Franklin and Columbia County for usage on the Benton-Franklin Juvenile Center. Also signed and approved the following PIC contracts: 87-BMC2E between PIC and BMAC/Job Training Center; 87-PIC-2A(1) to incorporate $64,054 of PY86 carryover money as awarded by formal motion of the PIC; 87-KEY-2E between PIC and Pasco School District - 8%; 87-JJC-HA between PIC and Juvenile Justice Center; 87-KEY-2A(1) to include additional $40,000 carryover in fiscal budget and to increase services accordingly; and, 87-CVE-AE-8% to provide administrative services for the implementation of 8% CVE projects.

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE - Warrant Numbers 20926A - 21207, Both Inclusive - $ 239,659.67

COUNTY ROAD - None

EQUIPMENT RENTAL - None

LAW LIBRARY - None

REVENUE SHARING - None

VETERANS RELIEF - None

JAIL COMMISSARY	- Warrant Number 165	- 44.38
PUBLIC HOSPITAL	- Warrant Numbers 1665 - 1715, Both Inclusive	- 3,889.13
CEMETERY #1	- Warrant Numbers 118 - 119, Both Inclusive	- 64.11
SALARY CLEARING	- Warrant Numbers 1740 - 1762, Both Inclusive	- 4,312.66

There being no further business the meeting was adjourned until February 3, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

Attest:

Dee McLaughlin
Clerk of the Board

COLUMBIA COUNTY - BENTON/FRANKLIN COUNTIES

DETENTION SERVICES CONTRACT

1988

1. THIS AGREEMENT is made by and between Benton County, Franklin County, and Columbia County Commissioners.

2. DURATION OF CONTRACT:

a) Subject to other provisions of this contract, the period of contracted services shall be for a term of twelve (12) months from January 1, 1988, through December 31, 1988.

3. Benton and Franklin Counties will provide the following:

a) Detention services to house Columbia County juveniles needing detention services. This will include:

1) Daily supervision of juveniles held in detention,

2) All daily programming,

3) All personal necessities and programs such as education, exercise, living quarters, and food,

4) Medical attention by a registered nurse.

b) No guarantee of bed space is provided. Benton/Franklin Counties reserves the right to refuse admission if space is not available.

IN CONSIDERATION WHEREOF:

4. Columbia County shall pay Benton and Franklin Counties for said services as follows: $50.00 per day per bed for detention services.

5. PAYMENT SCHEDULE:

Benton/Franklin Juvenile Justice Center will submit invoices

to Columbia County for payment of such contracted services at the end of each month. Columbia County will make payment for such services within 20 days of receipt of the invoices.

IT IS FURTHER AGREED THAT:

6. The first bed day of detention will be defined as: the day the juvenile enters detention and is formally admitted. Each calendar day thereafter or portion of a calendar day will count as an additional bed day. For example, a juvenile admitted during the day on Friday and released the following Sunday will be counted as utilizing three bed days (Friday, Saturday, Sunday).

7. Columbia County will be obligated to provide all transportation to and from Columbia County. All Court processing will be conducted in Columbia County.

8. Payment for any emergency medical care required for juveniles held under this contract will be the responsibility of Columbia County.

9. Columbia County agrees to notify the Juvenile Justice Center of any special medical, emotional, or physical problems known about the juvenile before the juvenile is admitted to detention.

10. Columbia County agrees to notify the Juvenile Justice Center of any special security status known about the juvenile before juvenile is admitted.

11. Columbia County shall defend, protect, and save harmless Benton and Franklin Counties from and against all claims, suits, and actions arising from any negligent act or omission of Columbia County or any authorized subcontractor, or any employees

or against of either in the performance of this contract.

12. Benton and Franklin Counties shall defend, protect, and save harmless Columbia County from and against all claims, suits, and actions arising from any negligent act or omission of Benton and Franklin Counties or any authorized subcontractor, or any employees or against of either in the performance of this contract.

13. This contract can be terminated at any time by written notice given sixty (60) days in advance, by either party.

14. All rights and obligations of the parties to this contract shall be subject to and governed by those special terms and conditions contained in the text of this contract instrument and incorporated by reference herein.

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

16. This contract shall be subject to the written approval of the Board of Commissioners for Benton County, Franklin County, and Columbia County.

BENTON COUNTY COMMISSIONERS, DATE February 8, 1988

FRANKLIN COUNTY COMMISSIONERS, DATE 2/1/88

Harold N Mathews

Bruce M Whitemarsh

Ken Mills

COLUMBIA COUNTY COMMISSIONERS, DATE 2-16-88

Leroy E Wood

Jay F Bouchelle

Alvin Markle

Margaret Schacht, Date: 2-16-88

Margaret Schacht

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 3, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold N. Mathews, Chairman; Ken Miller, Member; Bruce D. Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

Resolution No. 88-9, supporting the restart of the "N" reactor and the conversion of WPPS No. 1 into a revenue producing, dual purpose reactor, was drafted, approved, and signed on February 2, 1988.

FRANKLIN COUNTY

RESOLUTION NO.: 88-9

WHEREAS, The attitude of the political world has caused a terrible unrest of human souls in the Tri-City area. Not only here but statewide vibrations will be felt. The sudden closure of "N" reactor will cause an economic panic in the state of Washington and the northeastern end of Oregon.

WHEREAS, The closure of a defense type plant will eventually weaken our defense program and the condition of the world political empires are now determined by their military strengths of the nations, and

WHEREAS, There is a need for a conversion of WPPS No. 1 into a profit producing plant rather than a burden of debt to the people, and

THEREFOR, We, the Franklin County Commissioners, support the restart of the "N" reactor and the conversion of WPPS No. 1 into a revenue producing, dual purpose reactor.

DATE this 2nd day of February, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Ken Miller
Member

Bruce D. Whitemarsh
Member

ATTEST:

Diane McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 3, 1988

9:00 a.m. The Board met with Larry Dickinson, Pasco Fire/DEM, and Don Carter Franklin County Fire Marshall, to discuss the Emergency Management Organization Agreement. A motion was made to sign the Emergency Management Organization Agreement by Mr. Whitemarsh and seconded by Mr. Miller. The board voted unanimously to sign this agreement. Resolution No.88-10, the Board agreed to sign the Emergency Management Organization Agreement upon receipt of the signed documents from the City of Pasco, was approved by the Board.

FRANKLIN COUNTY

RESOLUTION NO.: 88-10

WHEREAS, There is a need for the formation of an Emergency Management Council between the County of Franklin and the cities of Pasco, Connell, Mesa, and Kahlotus, and

WHEREAS, There is a need for an Emergency Management Organization Agreement, and

WHEREAS, The cities have reviewed this agreement and have agreed to sign now,

THEREFOR, The County Commissioners, by unanimous vote, will sign this Emergency Management Organization Agreement upon receipt of the signed document from the City of Paco.

DATED this 3rd day of February, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Matthews
Chairman

Member

Grace D Whitemarsh
Member

ATTEST:

W D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 3, 1988

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. A contract was signed with Hille-Kimp Spray Service of Kahlotus, for the roadside spraying. Approval was granted for the new guardrail redesign, per state law adopted June 1987, for the Burr Canyon Road project. The Engineer recommended a change to the speed limit in the Riverview area. No decision was made pending necessary notification to public and additional information. A monthly progress report for the Highway Department was submitted to the Board.

11:00 a.m. Mr. Mathews called the Continuation of the Public Landfill meeting to order. The Commissioners felt that more time was needed to thoroughly review all the information submitted to them and continued the Public Hearing until February 22, 1988 at 2:00 p.m. in the Commissioners chambers.

11:10 a.m. Mr. Robert Boothe, Franklin County Planner, advised the Commissioners of the Public Hearing for a shoreline permit and conditional use permit to reconstruct the boat lunch at Sacajawea State Park by the Washington State Parks and Recreation Commission. Public Hearing will be held February 22, 1988 at 11:00 a.m. in the Commissioners chamber. Mr. Boothe mentioned the application by Hille-Kimp Spray Service, Inc. for a Conditional Use Permit to facilitate the operation of an agricultural airstrip for commercial application of agricultural chemicals. A Public Hearing will be held Tuesday, March 1, 1988 at 7:30 p.m. in the District Courtroom of the Public Safety Building.

There being no further business the meeting was adjourned until February 8, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Ken Mitchell
Member

Bruce D Whitemarsh
Member

Attest:
Ida McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 8, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Ken Miller, Member; Bruce D. Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented a "Call for Bids" for the purchase of a chip spreader. The "Call for Bids" was approved as presented and signed by the Board. Resolution No. 88-11, Confirming Final Assessment Roll of Franklin County Road Improvement District No. 8, was approved as submitted and signed by the Board.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

RESOLUTION NO. 88-11

IN THE MATTER OF FRANKLIN COUNTY ROAD IMPROVEMENT DISTRICT NO. 8 COUNTY ROAD PROJECT NO. 456 ROAD 38 - BROWN TO MARIE	)))))	Resolution Confirming Final Assessment Roll & Certifying the Same to Franklin County Treasurer for Collection

WHEREAS a hearing on the Final Assessment Roll of Franklin County Road Improvement District No. 8, having been held on the 18th of January, 1988, in accordance with Resolution 87-111,

WHEREAS there were no objections filed with the Clerk of the Board,

THEREFORE BE IT RESOLVED that the Final Assessment Roll of Franklin County Road Improvement District No. 8, as prepared by the Franklin County Engineer and now on file with the Board of County Commissioners of Franklin County, be and the same is hereby accepted and confirmed in the total amount of $5,818.48 of which $18.00 is Treasurer's fees.

BE IT FURTHER RESOLVED that said assessment roll be filed with the Treasurer of Franklin County, Washington, for collection; that said Treasurer publish notice as required by law; that said roll is in his or her hands for collection; and that any assessments may be paid at any time within thirty (30) days from the date of the first publication of said notice without penalty, interest, or cost, and

BE IT FURTHER RESOLVED that the assessments against the property in Franklin County Road Improvement District No. 8 be payable in ten (10) equal annual installments; that said assessments and unpaid installments thereof shall bear interest at the maximum rate of 10 percent per annum, payable annually at the time of the payment of the annual installment, and

BE IT FURTHER RESOLVED that all assessments and any installments thereof together with interest thereon, when delinquent, shall bear a penalty of 10 percent, and the interest and penalty shall be included and shall be part of the assessment lien, and

BE IT FURTHER RESOLVED that such assessments and installments thereof be due and payable as follows:

The first installment of the assessment shall become due and payable during the first thirty (30) day period succeeding the date one year after the date of the first publication of such notice, and annually thereafter each succeeding installment shall become due and payable in a like manner. If the whole or any portion of any assessments remain payable after the thirty (30) day period following date of first publication of said notice, interest upon the whole unpaid sum shall be charged at the maximum rate of 10 per annum, and each year thereafter one of said installments, together with interest due upon the whole of the unpaid balance, shall be collected.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 8, 1988

Any installment not paid prior to the expiration of thirty (30) day period, during which such installment is due and payable, shall thereupon become delinquent. All delinquent installments shall, until paid, be subject to the charge for interest at the maximum rate of 10 percent per annum and to an additional charge of 10 percent penalty levied upon both principal and interest due upon such installment or installments from the date of delinquency. Collection of such installments shall be enforced in the manner provided by law, and any unpaid balance plus interest may be paid in full at any time.

RESOLUTION NO. 88-11
Page 2

The County Treasurer, at her or his sole discretion, may, upon the failure to pay the installment due, declare the entire assessment due and payable and the entire assessment may thereafter be collected through foreclosure as provided by applicable law. PROVIDED that the payment of all delinquent installments together with interest, penalty, and costs at any time before entry of judgment in foreclosure shall extend the time of payment on the remainder of the assessments as if there had been no delinquency or foreclosure. Where foreclosure of two installments of the same assessment on any lot, tract, or parcel is sought, the Treasurer shall cause such lot, tract, or parcel to be dismissed from the action if the installment first delinquent together with interest, penalty, costs, and charges are paid at anytime before.

Any payment of annual installment or installments, interest, and penalty, if any, shall be in the amount exactly equal to such installment or installments, interest, and penalty, if any, and no partial payment of installment, interest, and penalty shall be accepted by the Treasurer. Payment may be made to and accepted by the Treasurer at any time during the calendar year, provided however, that a full year's interest shall be deemed to have accrued for the scheduled year of collection unless such payment is first due and payable. An additional full year's interest shall be deemed to have accrued on the first day of delinquency.

The collection of all road improvement district assessments shall proceed with and be in accordance with the provisions of Chapter 192 of the Laws of Washington, 1933.

PASSED AND ADOPTED by the Board of County Commissioners of Franklin County, Washington, this 8 day of February, 1988.

BOARD OF FRANKLIN COUNTY
COMMISSIONERS

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 8, 1988

The Board met with Mr. Gilkeson and Mr. Ralph Burrus to discuss briefly the school site use and moving a house to Chiawana Park. A meeting has been set for February 16 at 2:00 p.m. for further discussion.

Mr. Whitemarsh signed the Indigent Individuals, Juvenile Division, contract between Benton-Franklin Counties and Joseph E. McGough. The term of this agreement is January 1, 1988 through December 31, 1988.

AGREEMENT FOR LEGAL REPRESENTATION OF
INDIGENT INDIVIDUALS
IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS
JUVENILE DIVISION

This personal service agreement is entered into effective January 1, 1988, between Benton County and Franklin County, political subdivisions of the State of Washington, and Joseph E. McGough, (hereinafter "the attorney"), an attorney admitted to practice law in the State of Washington.

This agreement is one of several identical individual personal service agreements concerned with the representation of indigent persons in Benton County and Franklin County Superior Courts, Juvenile Division, and the representation of indigent respondents in involuntary mental health and alcohol commitment proceedings.

WITNESSETH,

WHEREAS, Benton County and Franklin County, as part of their system of criminal justice, are required to provide legal representation for individuals who are subject to proceedings commenced in the juvenile divisions of the Benton and Franklin Counties Superior Courts, and who are financially unable to obtain legal counsel, and

WHEREAS, determination of indigency and appointments of attorneys to represent indigent individuals are made by the superior courts of the State of Washington for Benton and Franklin Counties and/or the staff of the Benton and Franklin Counties Juvenile Justice Center, and

WHEREAS, the attorney is engaged in the private practice of law and intends to devote a portion of that practice to representation of individuals in juvenile court proceedings and in involuntary mental health and alcohol commitment proceedings, and is one of several participating in the Benton County and Franklin County indigent defense program, and

WHEREAS, the attorney is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to January 1, 1988, and has had practical experience in juvenile court proceedings:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The attorney agrees:

(a) to accept all cases to which he is appointed in accordance with the terms hereof during the term of this agreement.

Except as set out below, the attorney shall be responsible for representing individuals involved as a party in the juvenile division of Benton County and Franklin County Superior Courts and respondents in involuntary mental health and involuntary alcohol commitment proceedings initiated in the Benton and Franklin Counties Superior Courts whenever publicly provided counsel for such person is required by law. The types of cases for which the attorney is to provide counsel shall include, but not be limited to, all proceedings filed in the juvenile division of superior court and not covered specifically by another contract or not the responsibility of another governmental entity, revocations and modifications of probation proceedings, all such cases returned to the juvenile division of superior court from any higher court, any other matter in juvenile court for which publicly provided counsel for a person is required by law, and involuntary mental health and alcohol commitment proceedings;

(b) to represent, in a professional manner, to the satisfaction of the superior court, all individuals to whose case he is appointed in accordance with this agreement. Representation shall include preparation and appearances in all phases of court proceedings including arraignments, pre-trial hearings, motions, trial, and sentencing.

(c) The attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect an appeal to a

court higher than the juvenile division of superior court, including where applicable, the appointment of counsel.

2. Benton and Franklin Counties agree to pay to the attorney, as attorney fees and not as a salary, the sum of twenty-three thousand six hundred dollars ($23,600) per year, or nineteen hundred sixty-six dollars and sixty-six cents ($1,966.66) per month payable on the 10th day of each month during the time this agreement remains in full force and effect.

3. The above named attorney shall bear all expenses incurred in the representation of each client except the following:

(a) expenses incurred in obtaining expert testimony, scientific tests, or other analysis when authorized by court order;

(b) expenses of a private investigator used to aid in the preparation of the defense of a matter when authorized by court order.

4. The terms of this agreement shall be for a period commencing January 1, 1988, and concluding December 31, 1988. Notwithstanding the foregoing, the attorney's obligation to provide representation pursuant to this agreement includes the obligation to complete all cases or matters covered by this agreement. The attorney shall continue to provide representation for those persons whom the attorney was appointed to represent and whose case was not concluded during the duration of this agreement. It is further understood by the parties that the attorney's obligation to complete all cases or matters covered by this agreement shall not result in any additional compensation over the amount specified herein.

5. No other person shall perform any of the services required of the attorney by this agreement nor shall the attorney assign or subcontract his responsibility for performance of this agreement.

6. Benton County and Franklin County shall have a right to terminate this agreement upon 10 days written notice to the attorney in the event the attorney fails to comply with any of the provisions of this agreement, and it is understood by the parties that the attorney's compliance with this agreement will be evaluated on a quarterly basis.

7. During the life of this agreement, the attorney shall maintain errors and omissions insurance and shall include anyone acting for or on behalf of the attorney in the performance of this agreement as an additionally named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of $100,000 or more. At the time of performance commencing hereunder, the attorney shall submit evidence that such insurance is in force and that such insurance will not be cancelled without first giving thirty (30) days written notice to Benton County and Franklin County.

The attorney covenants and agrees that he will indemnify and hold harmless Benton County and Franklin County and any of their officers, employees, and agents from any loss, damage, cost, charges or expense whether to persons or property to which Benton County and Franklin County or their agents my have been put or subjected to by reason of any act, action, neglect, omission or default on the part of the attorney or anyone acting for, on behalf of, or at the direction of the attorney in the performance of this agreement.

In the event any suit or legal proceedings shall be brought against Benton County or Franklin County or any of their officers, employees, or agents at any time on account of or by reason of any act, action, neglect, omission or default of the attorney or anyone acting for, on behalf of, or at the direction of the attorney, the attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgements

that may be incurred by or obtained against Benton County or Franklin County or any of their officers, employees, or agents in such suits or other proceedings.

DATED this _____ day of _____, 19__.

Benton County, A Political Subdivision of the State of Washington:

Attorney

R. E. Isaacson
Commissioner

Commissioner

Commissioner

Franklin County, A Political Subdivision of the State of Washington:

Harold N. Mathews
Commissioner

Commissioner

Bruce A. Titlow 2/8/88
Commissioner

The Treasurer's Financial Statement for January 1988 was submitted by Valoria H. Loveland, Treasurer Franklin County.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 8, 1988

FRANKLIN COUNTY

Treasurer's Financial Statement

Month Ending.....January ... 19 88

COUNTY COMMISSIONERS ... District

CAPITAL IMPROVEMENTS FUND			FUND ..... & SAILORS FU
CASH ACCOUNT			CASH ACCOUNT
Balance First of Month	9,603	68	Balance First of Month
Taxes Collected			Taxes Collected
Misc.			Misc.
.40 Local ½% R. E. Excise	2,451	25	
Transfers			Transfers
Total Received, including balance	12,054	93	Total Received, including balance
Less Warrants Paid			Less Warrants Paid
Less Interest on Warrants Paid			Less Interest on Warrants Paid
Transfers			Transfers
Miscellaneous			Miscellaneous
Total Paid			Total Paid
Balance in Fund End of Month	12,054	93	Balance in Fund End of Month
WARRANT ACCOUNT			WARRANT ..... ACCOUNT
Warrants Out First of Mo.	-0-		First of Month
Add Warrants Issued			Add
Less Warrants Paid			
Less Warrants Cancelled			Less
Warrants Out End of Mo.			End of Month

318

CASH ACCOUNT			FUND .....
Balance First of Month	13,198	51	
Taxes Collected	148	44	
Misc.			
Transfers			
Total Received, including balance	13,346	95	
Less Paid	1,742	66	
Less Paid			
Transfers			
Miscellaneous			
Total Paid	1,742	66	
Balance in Fund End of Month	11,604	29	
ACCOUNT			
First of Month	300	00	
Add	1,442	66	
Less	1,742	66	
End of Month	-0-		

I hereby certify that the above statement is correct.

Valoria H. Loveland
County Treasurer.

By T. Kae
Deputy.

Washington Courthouse Supply, 500.

There being no further business the meeting was adjourned until February 10, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 10, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

9:20 a.m. Mr. Miller received a call from Ray Isaacson advising our Benton-Franklin County Fair Proposal was unacceptable and refused our offer. However, at 12:08 p.m. Mr. Isaccson called back and advised that Benton County would send a counter-proposal. No decision was made pending receipt of the counter-proposal.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer, and Tim Fife, Franklin County Assistant Engineer. Mr. Fife mentioned he had attented a meeting concerning the area parks. Mr. Gilkeson presented a RAP agreement for the north section of Mountain Vista in the amount of $190,000 for signature. Mr. Whitemarsh signed as Vice-Chairman. Proposal will be sent to CRAB for their approval and signatures. Resolution No. 12, Redistribution of $38,500 within administration budget, was presented and signed by the Board.

1987

TRANSFER RESOLUTION

RESOLUTION NO. 88-12

WHEREAS, it is found that the County Road Administration budget had insufficient funds allocated to 543-10 Mgmt, 543-30, Gen Svs, the County Engineer requests transfer of $38,500.00.

REASON FOR TRANSFER To redistribute budget within administration.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that 38,500.00 be transferred from 543-20(-15,500.00), 543-40(-500.00), 543-60(-13,000.00), and 543-70(-9,500.00)

to 543-10(+8,500.00), 543-30(+30,000.00) in the Administration budget.

PASSED this 10th day of February 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By _____ Chairman

By Bruce A. Whitemarsh Member

By Ken Miller Member

Attest: Diane McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 10, 1988

Resolution No.88-13, Transfer of $4,000 from County Road Maintenance 542 to 544.00 Facility for 1987 Facility Maintenance expenditures, was presented and signed by the Board.

1987

TRANSFER RESOLUTION

RESOLUTION NO. 88-13

WHEREAS, it is found that the County Road Facility budget had insufficient funds allocated to Facility Maintenance, the County Engineer requests transfer of $4,000.00.

REASON FOR TRANSFER To provide budget for 1987 Facility Maintenance expenditures.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $4,000.00 be transferred from County Road Maintenance 542 to 544.00 Facility in the County Road Budget budget.

PASSED this 10th day of February 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By _____ Chairman

By Bruce A. Whitbourne Member

By Ken Mills Member

Attest: Leo McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioner's Proceeding for February 10, 1988

Resolution 88-14, for the support of the development of Lake Wallula within the Tri-Cities area, was presented and signed by the Board.

FRANKLIN COUNTY
RESOLUTION NO. 88-14

RESOLUTION SUPPORTING THE DEVELOPMENT OF LAKE WALLULA WITHIN THE TRI-CITIES AREA

WHEREAS, the Columbia, Lower Yakima, and Snake Rivers, known as Lake Wallula, represent a vital but underdeveloped natural resource; and

WHEREAS, it is widely recognized that the recreational and commercial development of the river system in the Tri-Cities can and should occur and will be of significant economic development value to the communities; and

WHEREAS, in order to integrate the proposals of the various entities, it is desirable to develop a unified plan for enhancement of the Columbia River within the Tri-Cities for beneficial public and commercial use:

NOW, BE IT RESOLVED that the Board of County Commissioners fully supports the development of a unified plan for enhancement of the Columbia River within the Tri-Cities area.

Passed and adopted this 10th day of February, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioner's Proceeding for February 10, 1988

Mr. Gilkeson requested approval for the contracting of Sargent Engineers as bridge inspection consultant for a two year period. The Board approved the recommendation. General discussion was held on complaints with Road 72 and Court. Mr. Gilkeson will look into this.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. A brief discussion was held on the Planning Committee vacancy. Mr. Miller responded that a decision had not yet been made. Mr. Boothe advised the Board that a public hearing was scheduled on February 16, 1988 at 7:30 p.m. concerning Basin City water problem.

The Board read and approved the minutes from February 1st, 3rd, and 8th.

Monday, February 15, 1987 would be a legal holiday; therefore, the next Board meeting would be held on Tuesday, February 16, 1988.

There being no further business the meeting was adjourned until February 16, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Machen
Chairman

Bruce D. Whitehead
Member

Ken Miller
Member

Attest:

DD McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 16, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer, and Ralph Burrus, Park Caretaker. The Board signed voucher approvals for the County Road Fund in the Amount of $48,292.39 and MV & Public Works Requirement Fund in the amount of $26,133.67. The Board discussed a step raise for a park caretaker. It was agreed a step raise would be appropriate and Mr. Gilkeson would prepare the necessary paperwork.

A motion was made to increase the secretary to the Commissioners hourly wage. Motion was seconded and passed by the Board.

Minutes from the Board Meeting of February 10, 1988 were read and approved as signed. A memorandum addressing the format of the Board's minutes was presented to the Board by the Clerk of the Board. The minutes would be changed to eliminate the past practice of cutting and pasting and the inclusion of all contracts signed by the Commissioners, even if further signatures are needed. Completed contracts would be substituted in the Original, Auditor's and the Commissioner's minutes as they are received by the Clerk of the Board. A copy of this memorandum is attached as Exhibit A.

The Board approved the appointment of Dave Piovesan to the vacancy in the Planning Commission. A letter would be mailed to Mr. Piovesan advising him of this appointment and letters sent to the other applicants thanking them for their interest.

11:14 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised the Board a Public Hearing had been set for March 7, 1988 at 11:00 a.m. in the Commissioners' office for the application by Ed Ray for preliminary approval to subdivide (short plat) 105 acres into two parcels.

2:00 p.m. The Board met with Tom Brandon, Pasco School District; Jack Lance, Pasco School District; Robert Boothe, Franklin County Planner; and Raph Burris, Franklin County Park Caretaker. A discussion was held concerning the development of the school site at Road 48 and the possibility of obtaining a duplex from the school for use at Chiawana Park. No decision has been made.

The Board signed interlocal cooperation agreements for Emergency Dispatch Service for Walla Walla County Fire Protection District No. 5 (Exhibit B), City of Pasco (Exhibit C), Columbia Basin College (Exhibit D), Franklin County Public Health District (Exhibit E), Franklin County Fire Protection District No. 3 (Exhibit F), Port of Pasco (Exhibit G), and City of Connell (Exhibit H).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 16, 1988

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 21208 - 21461-A, Both Inclusive	- $ 169,309.42
COUNTY ROAD	- Warrant Numbers 6642 - 6711, Both Inclusive	- 40,958.00
EQUIPMENT RENTAL	- Warrant Numbers 4076 - 4111, Both Inclusive	- 17,157.96
LAW LIBRARY	- Warrant Numbers 204 - 209, Both Inclusive	- 2,227.59
REVENUE SHARING	- None	
SOLDIERS/SAILORS	- Warrant Numbers 238 - 239, Both Inclusive	- 160.00
SHERIFF'S NARCOT	- Warrant Numbers 49 - 51, Both Inclusive	- 791.71
CENTENNIAL		
LICENSE PLATES	- Warrant Numbers 11 - 13, Both Inclusive	- 371.88
JAIL COMMISSARY	- Warrant Numbers 160 - 170, Both Inclusive	- 2,105.82
CAPITOL OUTLAY	- Warrant Number 27, Inclusive	- 188.75
CEMENTARY #2	- Warrant Numbers 169 - 176, Both Inclusive	- 1,694.78
ALCOHOLISM 2%	- Warrant Number 6, Inclusive	- 106.71
MENTAL HEALTH	- Warrant Number 8, Inclusive	- 414.42
PA CRIME		
VICTIMS/WITNESS	- Warrant Number 53, Inclusive	- 4.23

There being no further business the meeting was adjourned until February 17, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold V. Beckman
Chairman

Bruce A. Whitemarsh
Member

Member

Attest:

D.A. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

2/17/88

Memo to the Board:

On all future minutes for Board proceedings the following procedures will be implemented:

1. Resolutions, contracts, ordinances, etc. that need to be included will be added as exhibits. This will eliminate the need for cutting and pasting.

2. A copy of all contract signed will be attached to the minutes the date they are signed. This includes any contract that needs to be sent for further signatures. When the contracts are returned after signature, a copy of the fully signed contract will be attached to the auditor's copy, file copy, and original copy of the minutes.

Diane McLaughlin
Clerk of the Board

EXHIBIT B

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of ....., by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the Walla Walla County Fire Protection District No. 5, a municipal corporation of the State of Washington, hereinafter referred to as District, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, District is in need of providing for the receipt of said calls from residents and people within the District and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by District seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the District Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

EXHIBIT B

(2) City agrees to provide at its own expense the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or District personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by District personnel in such a manner as not to cause interference with the other users of such central dispatch system. District emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, ____, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by District to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, District shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as District use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of the District, and all dispatches or radio transmissions to District fire or police stations or personnel thereof shall be attributed as a District use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 1,773.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30 th 1988 and the balance upon or before July 1st 1988. Within a reasonable time after the close of the calendar year 1987 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by District over the actual fee shall be credited against the esti-

EXHIBIT B

mated fee to be paid by District for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be refunded by County to District.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as District anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1st 1986 to July 31st 1987. One-half of said estimated fee shall be paid upon or before Jan 30 1988 and the remainder upon or before July 1st 1988 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by District, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel pro-

vided by District, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of District in answering said dispatch, nor for the misfeasance nor malfeasance of District or its personnel in answering said dispatch or performing any function whatsoever. District hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgments whatsoever arising out of or by virtue of the timeliness, manner, adequacy or other actions whatsoever of District, it's agents or employees in responding to said dispatch. Provided, however, that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or employees in the receipt of a call for emergency service and transmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1988

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: _____
Chairman, Board of County Commissioners

By: _____
Member, Board of County Commissioners

By: _____
Member, Board of County Commissioners

_____
Richard Lathim,
Franklin County Sheriff

Attest:

_____
Officer
Walla Walla County Fire Protection District No. 5

Walla Walla County Fire Protection District No. 5

By _____
Commissioner

By _____
Member

Approved as to form:

By _____
Member

_____
C. J. Rabideau
Prosecuting Attorney

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the City of Pasco, a municipal corporation of the State of Washington, hereinafter referred to as City, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, City is in need of providing for the receipt of said calls from residents and people within the City and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by City seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the City Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) City agrees to provide at its own expense the necessary emergency vehicles, equipment and personnel to respond to

and service said emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or City personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by City personnel in such a manner as not to cause interference with the other users of such central dispatch system. City emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by City to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, City shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as City use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of the City, and all dispatches or radio transmissions to City fire or police stations or personnel thereof shall be attributed as a City use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 198 , and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 144,370.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30, 1988 and the balance upon or before July 31, 1988. Within a reasonable time after the close of the calendar year 1987 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by City over the actual fee shall be credited against the estimated fee to be paid by City for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be refunded by County to City.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as City anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1, 1986 to July 31, 1987. One-half of said estimated fee shall be paid upon or before Jan 30 1988 and the remainder upon or before July 1, 1988 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by City, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by City, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the

delay of City in answering said dispatch, nor for the misfeasance nor malfeasance of City or its personnel in answering said dispatch or performing any function whatsoever. City hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgments whatsoever arising out of or by virtue of the timeliness, manner, adequacy or other actions whatsoever of City, it's agents or employees in responding to said dispatch. Provided, however, that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or employees in the receipt of a call for emergency service and transmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1988

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: Harold W Mathews
Chairman, Board of County Commissioners

By: Bruce A Whitmarsh
Member, Board of County Commissioners

By:
Member, Board of County Commissioners

Richard Lathim,
Franklin County Sheriff

Attest:

Clerk of the City Council, City of Pasco

City of Pasco:

By:
Mayor

Approved as to form:

Prosecuting Attorney

Greg Rubstello, City Attorney

ADDENDUM TO CITY OF PASCO CONTRACT

It is understood by the parties to this interlocal agreement that the city of Pasco is the owner of one General Electric frequency control, serial #91.90661, which is utilized for fire dispatches by that includes the City of Pasco, City of Richland, City of Kennewick, and Benton County. This unit is located in the Franklin County Public Safety Building basement, Room 119, and is covered by the requirements of paragraph (5) of said interlocal agreement wherein the County is obligated to maintain and repair, but not replace, said unit as need arises.

It is further understood by the parties to this interlocal agreement that the City of Pasco is the owner of the eight channel recorder model 004082, ser. #473810; high spped time genera model 04511, ser. #837480; high speed time reader model #004520, ser. #727650. This equipmeht is used for recording radio and telephone calls to dispatch and the City clerk's desk.

EXHIBIT D

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of ..., ..., by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the Columbia Basin College, a municipal corporation of the State of Washington, hereinafter referred to as CBC, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, CBC is in need of providing for the receipt of said calls from residents and people within the CBC and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by CBC seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the Pasco Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) CBC agrees to provide at its own expense

the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or CBC personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by CBC personnel in such a manner as not to cause interference with the other users of such central dispatch system. CBC emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, ____, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by CBC to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, CBC shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as CBC use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of the , and all dispatches or radio transmissions to CBC fire or police stations or personnel thereof shall be attributed as a use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 200.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 31 and the balance upon or before July 1. Within a reasonable time after the close of the calendar year 1987 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by over the actual fee shall be credited against the estimated fee to be paid by CBC for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be

refunded by County to CDC.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as CDC anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of Nov 1 to Oct 31. One half of said estimated fee shall b paid upon or before Jan 20 and the remainder upon or before July 1 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by CDC, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by CDC, and the sole responsibility and function of County shall be to receive emergency call's form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of CDC in answering said dispatch, nor for

the misfeasance nor malfeasance ofCBC or its personnel in answering said dispatch or performing any fuction whatsoever.CBC hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgements whatsoever arising out of or by virtue of the timeliness, manner, adequacy or other actions whatsoever of CBC, it's agents or employees in responding to said dispatch. Provided, however that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or emplyees in the recept of a call for emergency sevice and transmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1988

Attest:

D D McLaughlin
Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporations

By: Earl Matthews
Chairman, Board of County Commissioners

By: Bruce D Whitemarsh
Member, Board of County Commissioners

By: Ken Mitchell
Member, Board of County Commissioners

Richard Lathim
Franklin County Sheriff

Attest:

City of _____:

_____
CBC Rep

By: _____

Approved as to form:

_____
Dennis DeFelice
Prosecuting Attorny

EXHIBIT E

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of ___, by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the Franklin County Public Health District, a municipal corporation of the State of Washington, hereinafter referred to as District, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, District is in need of providing for the receipt of said calls from residents and people within the District and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by District seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the District Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) City agrees to provide at its own expense the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or District personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by District personnel in such a manner as not to cause interference with the other users of such central dispatch system. District emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by District to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, District shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as District use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of the District, and all dispatches or radio transmissions to District fire or police stations or personnel thereof shall be attributed as a District use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 338.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30th 1988 and the balance upon or before July 1st, 1988. Within a reasonable time after the close of the calendar year 1988 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by District over the actual fee shall be credited against the esti-

mated fee to be paid by District for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be refunded by County to District.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as District anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1st 1986 to July 31, 1987. One-half of said estimated fee shall be paid upon or before Jan. 30 1988 the remainder upon or before July 1st 1988 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by District, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel pro-

vided by District, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of District in answering said dispatch, nor for the misfeasance nor malfeasance of District or its personnel in answering said dispatch or performing any function whatsoever. District hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgments whatsoever arising out of or by virtue of the timeliness, manner, adequacy or other actions whatsoever of District, it's agents or employees in responding to said dispatch. Provided, however, that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or employees in the receipt of a call for emergency service and transmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1988

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: _____
Chairman, Board of County Commissioners

By: _____
Member, Board of County Commissioners

By: _____
Member, Board of County Commissioners

_____
Richard Latham,
Franklin County Sheriff

Attest:

_____
Officer
Franklin County Public Health District

Franklin County Public Health District

By _____
Commissioner

By _____
Member

Approved as to Form:

By _____
Member

_____
Prosecuting Attorney

EXHIBIT F

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of , , by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the Franklin County Fire Protection District No. 3, a municipal corporation of the State of Washington, hereinafter referred to as District, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, District is in need of providing for the receipt of said calls from residents and people within the District and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by District seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the District Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

EXHIBIT F

(2) City agrees to provide at its own expense the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or District personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by District personnel in such a manner as not to cause interference with the other users of such central dispatch system. District emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by District to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, District shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as District use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, within the jurisdictional boundary of the District, and all dispatches or radio transmissions to District fire stations or personnel thereof shall be attributed as a District use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 2,638.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30, 1988 and the balance upon or before July 1, 1988. Within a reasonable time after the close of the calendar year 1987 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by District over the actual fee shall be credited against the esti-

EXHIBIT F

mated fee to be paid by District for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be refunded by County to District.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as District anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1, 1986 to July 31, 1987. One-half of said estimated fee shall be paid upon or before Jan 30 and the remainder upon or before July 1 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by District, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel pro-

vided by District, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of District in answering said dispatch, nor for the misfeasance nor malfeasance of District or its personnel in answering said dispatch or performing any function whatsoever.

Dated at Pasco, Washington this 16th day of Feb 1981

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: Chairman, Board of County Commissioners

By: Member, Board of County Commissioners

By: Member, Board of County Commissioners

Richard Lathim, Franklin County Sheriff

Attest:

Officer
Franklin County Fire Protection District No. 3

Franklin County Fire Protection District No. 3

By Commissioner

By Member

By Member

Approved as to form:

_____

Prosecuting Attorney

ADDENDUM TO FRANKLIN COUNTY FIRE PROTECTION DISTRICT #3

It is understood by the parties to this interlocal agreement that Franklin County Fire Protection District #3 is the owner of one General Electric control unit, serial #2106600. This unit is located in the Franklin County Public Safety Building basement, Room 119, and is covered by the requirements of paragraph (5) of said interlocal agreement wherein the County is obligated to maintain and repair, but not replace, said unit as need arises.

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of ___, by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the PORT OF PASCO a municipal corporation of the State of Washington, hereinafter referred to as PORT, WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, PORT is in need of providing for the receipt of said calls from residents and people within the PORT and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by PORT seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the PORT Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) PORT agrees to provide at its own expense

the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or PORT personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by PORT personnel in such a manner as not to cause interference with the other users of such central dispatch system. PORT emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, ____, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by PORT to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, PORT shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as PORT use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of the

, and all dispatches or radio transmissions to PORT fire or police stations or personnel thereof shall be attributed as a use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 352.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before Jan 30 '88 and the balance upon or before July 1st. Within a reasonable time after the close of the calendar year 1987 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by over the actual fee shall be credited against the estimated fee to be paid by PORT for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be

refunded by County to Port.

(b) For each succeeding calendar year following 1988 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as Port anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of Nov to Nov. One half of said estimated fee shall b paid upon or before Jan 30th and the remainder upon or before July 1st of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by Port, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by Port, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of Port in answering said dispatch, nor for

the misfeasance nor malfeasance of Port or its personnel inanswering said dispatch or performing any function whatsoever. Port hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgements whatsoever arising out of or by virtue of the timeliness, manner, adaqucy or other actions whatsoever of Port, it's agents or employees in responding to said dispatch. Provided, however that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or employees in the receipt of a call for emergency sevice and trasmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1981

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: Harold R Mathews
Chairman, Board of County Commissioners

By: Bruce D Whitemarsh
Member, Board of County Commissioners

By: _____
Member, Board of County Commissioners

Richard Lathim
Franklin County Sheriff

Attest:

City of _____:

In Witness Whereof, this Agreement has been signed and attested by the proper officers of the contracting parties this day of 19

PORT OF PASCO

By: _____
COMMISSIONER

And: _____
COMMISSIONER

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, made and executed this ___ day of , by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the City of Connell, a municipal corporation of the State of Washington, hereinafter referred to as "City," WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, City is in need of providing for the receipt of said calls from residents and people within the City and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by City seeking emergency police, fire, ambulance or emergency medical technician services, and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the Police Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) City agrees to provide at its own expense the ne-

cessary emergency vehicles, equipment and personnel to respond to and service said emergecy calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or City personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by City personnel in such a manner as not to cause interference with the other users of such central dispatch system. City emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by City to County not less than ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, City shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as City use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire, police or ambulance service within the jurisdictional boundary of City and all dispatches or radio transmissions to City fire or police stations or personnel thereof shall be attributed as a Connell use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $ 2,216.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30, 1988 and the balance upon or before July 1, 1988. Within a reasonable time after the close of the calendar year 1988 said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by City over the actual fee shall be credited against the estimated fee to be paid by City for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be

refunded by County to City.

(b) For each succeeding calendar year following 1987 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as Connell anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1, 1986 to July 31, 1987. One-half of said estimated fee shall be paid upon or before Jan 30 1988 and the remainder upon or before July 1 of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency, said representative to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(7) County shall in no way have supervision or control over the personnel or equipment owned and operated by City, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by City, and the sole responsibility and function of County shall be to receive emergency calls form the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of City in answering said dispatch, nor for the misfeasance

nor malfeasance of City or its personnel in answering said dispatch or performing any function whatsoever. City hereby agrees to defend and hold harmless County of and from any and all charges, suits, actions, demands or judgments whatsoever arising out of or by virtue of the timeliness, manner, adequacy or other actions whatsoever of City, it's agents or employees in responding to said dispatch. Provided, however, that this clause shall not relieve County of and from the duty to defend and pay any liability incurred as a result of the malfeasance or misfeasance of County or any of it's agents or employees in the receipt of a call for emergency service and transmittal of the dispatch call.

Dated at Pasco, Washington this 16th day of Feb 1988

Attest:

Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: Harold W. Mathews
Chairman, Board of County Commissioners

By: Bruce D. Whitemarsh
Member, Board of County Commissioners

By: [illegible]
Member, Board of County Commissioners

Richard Latham,
Franklin County Sheriff

Attest:

Clerk of the City Council, City of Connell

City of Connell:

By: _____
Mayor

Approved as to form:

Prosecuting Attorney

Fred Shelton, City Attorney

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 17, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. A brief discussion was held on the purchasing of the duplex for the replacement of the current housing for the park caretaker at Chiawana Park. A draft proposal was shown showing the interest and yearly payment for 5, 10 and 15 years. The Board agreed the five-year payoff would be the most appropriate. Mr. Gilkeson would proceed in obtaining more information. A general discussion was held on the purchasing of two pickups for the Road Department. Buying the trucks would be the same price as the rental of several cars now by the County. A state bid has been received; however, the Board suggested that comparative prices be obtained from local dealers before a final decision is made.

1:30 p.m. The Board met with Dr. Krupar from the Tri-City University Center. Dr. Krupar presented a grant proposal for the use of Hanford heat sources for chemical processing. Currently there is a bill (HB 1835) in the Washington State legislature that would provide $50,000 in planning money and would require federal matching grants of at least $150,000. Dr. Krupar requested the Board to send their endorsement to our U.S. legislature representatives. The Board agreed to endorse this grant and letters to Congressman Morrison, Senator Adams, and Senator Evans would be sent.

The Board signed as presented an Emergency Management Organization Agreement (Exhibit A) between Franklin County, City of Pasco, City of Connell, Town of Mesa and the Town of Kahlotus.

There being no further business the meeting was adjourned until February 22, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:
Diane McLaughlin
Clerk of the Board

EMERGENCY MANAGEMENT ORGANIZATION AGREEMENT

This Agreement is made and entered into by and between the COUNTY OF FRANKLIN, CITY OF PASCO, CITY OF CONNELL, and the TOWN OF MESA, and the TOWN OF KAHLOTUS, all municipal corporations of the State of Washington.

R E C I T A L S:

WHEREAS, RCW 38.52, the WASHINGTON EMERGENCY MANAGEMENT ACT, empowers local governmental entities to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program and, specifically provides that the Director of the State Office of Community Development may authorize two or more entities to join together to establish a local organization for emergency management; and

WHEREAS, such agreements as herein set forth are specifically authorized by the INTERLOCAL COOPERATION ACT set forth in Chapter 39.34 of the Revised Code of Washington; and

WHEREAS, FRANKLIN COUNTY and the incorporated municipalities of PASCO, CONNELL, MESA and KAHLOTUS desire to join together to establish a program to deal with disasters and other extraordinary emergencies, both natural and man-made; NOW, THEREFORE,

In consideration of the promises and agreements herein contained, and subject to the terms and conditions hereinafter set forth, it is mutually understood and agreed by the parties hereto as follows:

Section 1. Definitions. The following terms when used herein shall mean as follows:

A. "Incorporated municipalities", means the cities or towns of Pasco, Connell, Mesa and Kahlotus.

B. "County", means Franklin County.

C. "Council", means the Emergency Management Council of Franklin County, the organization established by this Agreement.

D. "Director", means the Director of the Franklin County Department of Emergency Management, which Department is established by this Agreement.

E. "Emergency or disaster", means an event or set of circumstances which: (a) demands immediate action to preserve the public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the Governor of the State of Washington to declare a state of emergency pursuant to RCW 43.06.010.

F. "Department of Emergency Management" or "DEM", means the Franklin County Department of Emergency Management.

G. "Emergency Management", means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from emergency or damage, resulting from disasters caused by all hazards, whether natural or man-made, and to provide support to search and rescue operations for persons and property in distress. However, "emergency management" does not mean preparation for emergency evacuation or relocation of residence in anticipation of nuclear attack.

Section 2. Department Established. The multi-jurisdiction emergency management organization established by this Agreement shall be designated the Franklin County Department of Emergency Management pursuant to RCW 38.52.005.

Section 3. Duties of the Department of Emergency Management. The Department of Emergency Management shall provide emergency management to the residents of and on behalf of the county, and incorporated municipalities that are signatory to this Agreement. The Department of Emergency Management is, pursuant to RCW 38.52.070, designated as the local organization for emergency management for the jurisdictions that are parties to this Agreement and shall operate and have the emergency powers authorized by RCW 38.52.070.

Section 4. Council Established. An Emergency Management Council is hereby established and shall be composed of seven (7) persons as follows: (1) a County Commissioner and one other member appointed by the Franklin County Commissioners; (2) the Pasco City Manager and one other member appointed by the

Pasco City Council; and (3) the Mayors of Mesa, Kahlotus and Connell. If one of the foregoing is unable to attend a meeting of the Council, he or she may designate, in writing, a substitute who shall be empowered to vote and participate in the proceedings.

Section 5. Council's Powers and Duties. The Council shall have general supervision and control of the DEM and shall be responsible for carrying out the provisions of this Agreement, and in the event of a disaster beyond local control, may assume direct operational control over all or any part of the emergency management functions within the jurisdictions party to this Agreement.

Section 6. Conduct of Business by Council.

A. Meetings. The business and other matters which come before the Council shall be transacted at open, public meetings in accordance with the OPEN MEETINGS ACT (RCW 42.03). Meetings may be scheduled or called as necessary. Meetings may be called by agreement of the majority of Council members, or by the Council Chairperson.

B. Quorum. Five (5) members of the Council shall constitute a quorum and business may be transacted by two-thirds (2/3) favorable vote of those members present.

C. By-Laws. By-Laws may be passed and amended by the Council's two-thirds (2/3) favorable vote of those members present.

D. Elections. At the first meeting of each calendar year the Council shall elect one of its members as Chairperson and another as Vice-Chairperson to act in the absence of the Chairperson. Each shall serve in their respective capacity until the election of their successors.

E. Minutes. Minutes shall be kept of all meetings and shall be distributed to all requesting parties and posted for public review.

F. Rules. Council meetings shall be conducted in accordance with Robert's Rules of Order, or other rules adopted by the Council.

Section 7. Appointment of Director. The Council shall appoint a Director who shall organize, administrate and operate the Department of Emergency Management on a day-to-day basis. The Director shall serve at the pleasure of the Council.

Section 8. Powers and Duties of the Director. Subject to the direction and control of the Council, the Director shall have direct responsibility for the organization, administration and operation of the DEM, including:

A. Implementation of the policies, programs and directives of the Council in regard to the DEM.

B. Make recommendations and reports to the Council.

C. Represent the DEM programs on behalf of the Council in dealings with the public and private entities.

D. Organize, appoint and train volunteers and salaried employees needed to assist in the implementation of DEM objectives.

E. Coordinate the DEM program with state, federal and other local programs.

F. Develop an all-hazard, comprehensive emergency management plan.

G. Analyze hazards and resources available to deal with known hazards.

H. Develop agreements for emergency management aid and assistance for approval by the Council.

Section 9. Budget. The annual budget for the DEM shall be determined as follows:

A. Submittal. The Director shall submit a proposed budget for the upcoming year to the Council for its approval no later than September 30th of each year. The proposed budget, together with the recommendation of the Council, shall be submitted to the legislative bodies of the parties to this Agreement for their review prior to approval by the Emergency Management Council. Council approval shall be by a two-thirds (2/3) favorable vote of those members present. No budget shall

be approved at any meeting of the Council without at least fourteen (14) days' notice thereof to Council members.

B. Administration. The Council-approved budget shall be presented to the Franklin County Treasurer for administration, including billings and assessments.

Section 10. Funding. The annual budget of the Department of Emergency Management not funded by grants or gifts shall be funded by assessments paid by the parties to this Agreement. The assessment amount for each party shall be that amount, based on population and minimum payments, derived by multiplying percentage charged by unfunded portion of budget after grants and gifts. At least initially, Pasco shall be charged fifty-one percent (51%), Franklin County shall be charged forty-one percent (41%), Connell shall be charged six percent (6%), and Kahlotus and Mesa shall be charged one percent (1%) each. The assessment percentage shall be reviewed annually by the Council.

Section 11. Fund Established. Monies received and collected on behalf of the Department of Emergency Management shall be deposited in a pooled fund known as the "Franklin County Department of Emergency Management Fund" and administered by the County's Treasurer. The fund administration shall be at no cost to the DEM. Expenditures by the DEM shall be made from this fund, with accounting procedures administered by the Franklin County Treasurer. Any and all unexpended funds established for the Department of Emergency Management services at the fiscal year end shall be carried forward to the next year's budget fund.

Section 12. Emergency Declaration.

A. Declaration. When circumstances warrant, the Council may declare the existence of an emergency or disaster. If the circumstances are sufficiently exigent the Director may declare the existence of an emergency or disaster if there is not sufficient time for the Council to meet in person or by telephone. Further, if an emergency or disaster is declared by the Director, the Council shall meet as soon as possible to affirm or rescind the declaration.

B. Abatement. when a declared emergency or disaster has sufficiently abated, the Council shall declare an end to the emergency or disaster.

C. Use of Resources. If an emergency or disaster has been declared, the DEM may utilize such powers as necessitated in light of the exigencies as authorized by RCW 38.52.070 and other Sections of Chapter 38.52.

D. Rules and Regulations. If an emergency or disaster has been declared, the Council may make such rules and regulations necessary for the protection of life and property as authorized by statute.

Section 13. Compensation for Emergency Workers. Emergency workers or their dependents shall be compensated for injuries or death as provided in RCW 38.52 and WAC 118.

Section 14. Liability. Liability for the Department of Emergency Management operations shall be limited as provided by RCW 38.52.

Section 15. Compensation Board. A Compensation Board shall be established, meet and perform such duties in the manner authorized and required by RCW 38.52.210-.280.

Section 16. Responsibilities of County. County shall, by means of a grant to the Department of Emergency Management:

A. Provide office space and related amenities of heat, air conditioning, electricity, water and bathroom privileges to DEM staff.

B. Provide office equipment, including specifically, a desk, chair, typewriter, adding machine and radio and phone equipment.

C. Employ the Director in a department head status solely for the purpose of providing the Director with payroll benefits; i.e., insurance, available to County employees. The direct costs of such benefits, approved in the DEM budget, shall be paid by the DEM. Any administrative costs by the County in providing such benefits shall be borne by the County.

Section 17. Severability. If any portion of this Interlocal Agreement or its application to any person or circumstance is held invalid, the remainder or application to other persons or circumstances shall not be affected.

Section 18. Term. This Interlocal Agreement shall be for a term of three (3) years and shall terminate, unless extended, on December 31, 1990.

Section 19. Effective Date. This Agreement shall become effective and the Department of Emergency Management shall commence existence when:

A. The parties approve and become signatores to this Agreement; and

B. This Agreement is approved by the Washington State Department of Community Development, Division of Emergency Management.

Dated this ____ day of _____, 1987.

FRANKLIN COUNTY:

By Harold Matheus Feb. 17, 1988
County Commissioner

By _____
County Commissioner

By Bruce Whitmarsh 2/17/88
County Commissioner

ATTEST:

By _____
County Auditor

APPROVED AS TO FORM:

By _____
County Prosecuting Attorney

CITY OF PASCO:

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

CITY OF CONNELL:

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

TOWN OF MESA:

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

TOWN OF KAHLOTUS:

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 22, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board approved for payment the following warrants: Current Expense Warrant Numbers 21462 - 21697, Both Inclusive, $112,982.12; Jail Commissary Warrant Numbers 171-172, Both Inclusive, $250.58; Sheriff's Narcotic Warrant Numbers 52-55, Both Inclusive, $545.54; Soldiers & Sailors Warrant Numbers 240-243 $960.78; and Co. Unemployment Trust Warrant Number 11 $1,614.87.

The Board approved the continuation of today's board meeting until Tuesday, February 23, 1988 to conduct official business.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. The Board approved and signed as presented a Call for Bids for the purchase of a asphalt distributor. Bids will be received until 10:00 a.m., Monday, March 14, 1988, at which time they will be opened and read. A problem as been presented on the right-of-way project CRB 455, Court Street. The Board reviewed the contract and felt that the County was correct in their payment. Mr. Gilkeson was concerned about the new Sick Leave Policy procedure for the termination of payment of accrual sick leave at termination - Excess Compensation Rule. The Board felt more time was needed to review this procedure; no decision was made at this time.

11:00 a.m. The Board met with the Franklin County Planner, Robert Boothe.

Mr. Mathews called the public hearing on the shoreline permit & conditional use permit to reconstruct the boat launch at Sacajawea State Park to order at 11:03 a.m. All three commissioners were present. No public was present at the start of the meeting. Mr. Dwayne Ratliff, Construction Maintenance Superintendent for Region 4 Washington State Parks, arrived at 11:11 a.m. Mr. Boothe presented the following information: this is an application to redevelop the existing boat launch site by dredging a new boat basin, construct a new two-ramp boat launch with 64 feet of docks. Before the boat launch area is dredged, approximately 1,000 cubic yards of sand would be excavated from the stock pile area and used as fill for the swim beach area along the Columbia River side of the park. Excavation of dredging of the boat basin and boat launch would provide approximately 10,000 cubic yards of silt, sand, and clay fill material. Approximately 500 cubic yards would be used to fill part of the existing lagoon and approx. 9,500 cubic yards would be put in the spoil site located 150 feet northwest of the lagoon. The spoil site is a low native grass and weed area that would be filled 18-30 inches to match ground

elevation adjacent to the lagoon. In the future, day-use facilities would be developed in this area. The dredged area would cover approximately 2.5 acres, the fill area approximately .5 of an acre and the spoils area approximately 3 acres. Project includes the installation of two rock warning buoys and a float line at the entrance of the basin. It also includes the construction of a temporary coffer dam at the outer entrance of the channel during dredging to contain sediments. This would possibly satisfy the State Department of Fisheries to allow work to be done at any time of the year instead of the middle of winter. The dam will be built if funds are available. The project would also include the construction of the dike and ditch across the spoil area should hydraulic dredging be selected after receiving construction bids. The Planning Commission, acting as Shoreline Hearing Board, reviewed the application on February 2, recommended approval, and forwarded that recommendation to the County Commissioners for their hearing at 11:00 today. This is their whole plan at the moment and funding is available. Future plans would include re-designing the entrance to a 45 degree in lieu of the present right angle. This would provide a better flow of water to prevent accumulation of sediment and they are hoping to also put in another pipe to help flush it at the north end. Mr. Ratliff clarified that hydraulic method is by drag line or clamming it out. Reason for the dam is due to the limited time frame to do that maintenance is mid winter. Mr. Miller made a motion to approve the permit; it was seconded by Mr. Whitemarsh. It was passed unanimously. Copy of this permit is attached as Exhibit A.

Mr. Boothe presented the fact that time was drawing near on the Hazardous Waste Treatment and Storage in complying with letter of intent.

2:00 p.m. Mr. Mathews convened the continuation of the Pasco Sanitary Landfill application for conditional use permit hearing. Approximately 25 people attended. Mr. Mathews advised that no testimony would be taken today, the commissioners have reviewed the materials presented to them and talked to other people and reviewed other documents, and have made a decision. At this time, Bruce Whitemarsh will read our decision, Exhibit B. The Board's motion is "Subject to final approval of Findings of Fact still being prepared, the Board of County Commissioners for Franklin County approves the Conditional Use permit application as contained in CUP #87-2 with the conditions of approval recommended by the Franklin County Planning Commission Numbers 1, 2, 6, 8, 9 (when amended to delete reference to solid waste), 10, 11, 12 (when amended to monitoring wells if and as required by Health District), 5 (when amended to allow spraying of sludge only when winds are 3 MPH or less), and 3 (when amended to allow the property to be used only for the spraying of sludge in accordance with Minimum Functional Standards, WAC 173-304). Pasco Sanitary Landfill, Inc. may re-apply to use the property described in CUP #87-2

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 22, 1988

as a solid waste disposal site at such time as its current landfill permit is to be reviewed on April 25, 1992..." Approval is still conditional on meeting all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal. Mr. Whitemarsh moved the motion be accepted; Mr. Miller seconded. The motion passed unanimously. The hearing will be continued until March 14, 1988, 11:00 a.m. The extension is for the Commissioners to complete their findings of fact. This concludes the hearing for today until 11:00 a.m., March 14, 1988.

Today's business meeting will be continued through February 23, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

Attest:

Clerk of the Board

SHORELINE MANAGEMENT ACT OF 1971
PERMIT FOR SHORELINE MANAGEMENT
SUBSTANTIAL DEVELOPMENT, CONDITIONAL
USE, ~~VARIANCE~~

NOTE: THIS PAGE FOR LOCAL GOVERNMENT USE ONLY

(Consecutive but beginning with No. 1)

Application No. SH 87-2
Administering Agency Franklin County
(city or county)
Date received 11-9-87
Approved 2-22-88 Granted 2-22-88
Date 2-22-88

Type of Action(s)

(X) Substantial Development Permit
(X) Conditional Use Permit
( ) Variance Permit

Pursuant to chapter 90.58 RCW, a permit is hereby granted~~/denied~~ to:

Washington State Parks and Recreation Commission
(name of applicant)
7150 Cleanwater Lane
(address)
Olympia, Washington 98504

to undertake the following development: (Please be specific) Redevelop the existing boat launch site at Sacjawea State Park by dredging a new boat basin, construct a new two-ramp boat launch with 64 feet of docks.

upon the following property (please list the legal description, i.e., section to the nearest quarter section, township, range):
NE¼ of the SE¼ of Section 3, Township 8 North, Range 30 EWM, Franklin County, Washington

Within the Snake River and/or its associated wetlands.
(name of water area)

The project will be/not be within shorelines of state-wide significance (RCW 90.58.030). The project will be located within a Conveancy (environment) designation.

The following master program provisions are applicable to this development (state the master program section or page number): If a conditional use or variance, also identify the portion of the master program which provides that the proposed use may be a conditional use, or that portion of the master program being varied. Section 16 (Recreation) & Section 8.11 (Shoreline Structures); Section 8.06 (Mining & Dredging) requires a conditional use permit.

Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions:
N/A

This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutues, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.58.140(8) in the event the permittee fails to comply with the terms and conditions hereof.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR IS NOT AUTHORIZED UNTIL THIRTY DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN THIRTY DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5)(a)(b)(c).

February 22, 1988 — (Date)

Harold M. Mathews — (Signature of Authorized Local Government Official)

THIS SECTION FOR DEPARTMENT USE ONLY IN REGARD TO A CONDITIONAL USE OR VARIANCE PERMIT.

Date received by the department _____

Approved _____ Denied _____

This conditional use/variance permit is approved/denied by the department pursuant to Chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions: _____

_____

_____

_____ — (Date)

_____ — (Signature of Authorized Department Official)

D R A F T

CUP #87-2

The request: The expansion of the existing Pasco Sanitary Landfill site by adding 80 acres for sludge application and landfill operations.

The Franklin County Planning Commission has approved the Conditional Use Permit #87-2 with 12 Conditions of Approval attached.

Motion: Subject to final approval of Findings of Fact still being prepared, the Board of County Commissioners for Franklin County approves the Conditional Use permit application as contained in CUP #87-2 with the conditions of approval recommended by the Franklin County Planning Commission Numbers 1, 2, 6, 8, 9 (when amended to delete reference to solid waste), 10, 11, 12 (when amended to monitoring wells if and as required by Health District), 5 (when amended to allow spraying of sludge only when winds are 3 MPH or less), and 3 (when amended to allow the property to be used only for the spraying of sludge in accordance with Minimum Functional Standards, WAC 173-304).

Pasco Sanitary Landfill, Inc. may re-apply to use the property described in CUP #87-2 as a solid waste disposal site at such time as its current landfill permit is to be reviewed on April 25, 1992. Prior to such renewed application, Pasco Sanitary Landfill, Inc. shall obtain all permits required and comply with all provisions of (1) R.C.W.70.75 (including the County Solid Waste Management Plan); (2) R.C.W.70.05; (3) WAC 173-304; and any and all other statutes, ordinances and regulations governing the establishment and operation of a solid waste landfill.

This approval shall further be conditional upon Pasco Sanitary Landfill, Inc., continuous compliance with all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal.

CONDITIONS OF APPROVAL

As set by the Planning Commission

1. Obtain approval from the Benton - Franklin Health District and the State Department of Ecology.

2. The permit shall be for the property described in the application.

3. The solid waste disposal site shall be operated as a sanitary landfill under the Minimum Functional Standards imposed by the Department of Ecology.

4. This permit limits the disposal of wastes to the following:

   (1) domestic;
   (2) light commercial;
   (3) non-hazardous industrial; and
   (4) non-toxic agricultural wastes.

5. The disposal of digested sludges and septic tank sludge processed through a sewer treatment plant shall be done in accordance with the regulations established by the Benton-Franklin Health District and/or the Department of Ecology.

6. THE DISPOSAL OF OTHER WASTE PRODUCTS IS STRICTLY PROHIBITED.

7. In the case of the disposal of pesticide containers, Franklin County shall consider containers rinsed according to suggested Department of Agriculture standards as non-toxic agricultural wastes and shall be buried in the landfill after the person dumping the containers signs an affidavit verifying that the containers have been rinsed.

8. NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY, WASHINGTON.

9. The review date for this special permit shall be April 25, 1997 for the disposal of sludge. For disposal of solid waste in the landfill, the permit

review date be congruent with the existing landfill which will be reviewed April 25, 1992.

10. No access to the landfill be made other than from Dietrich Road.

11. For sludge disposal, a 100 foot buffer be maintained where no sludge will be sprayed on the land.

12. The permittee will install 2 wells between the DeVries Dairy well and the landfill prior to the disposal of solid waste. Such wells will be monitored on a quarterly basis.

PUBLIC HEARING

FEBRUARY 22, 1988

CONDITIONAL USE PERMIT - PASCO SANITARY LANDFILL

Name	Address
David Merry	KNDU - TV 25
Frank Murray	KVEW
Larry & Elaine Dietrich	Pasco
John Zillich	Technical Environ Services Co
Cynthia Mahan	Pasco
Larry Lowry	Kennewick
Gib Tomlinson	3682 Selphlanding Rd Pasco
Joanne Aldhoon	556 Pasco Kahlotus Rd.
Larry Peach	PO Box 609 Pasco WA
Rory Allen	811 Pasco Kahlotus Rd WA.
Kay Verdean	10117 Maple Pasco Wa
Jan Vendetti	Benton Franklin Health Dist.
Larry Lambers	" " " "

ghost 25

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 23, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board approved and signed Joint Resolution No. 88-15, Establishment of a new budget (in the amount of $26,946) in the Benton County Juvenile Fund, Fund No. 115-101, Department 78, Transition Program. Copy of Resolution attached as Exhibit A.

Joint Resolution No.88-16, Supplemental appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 174, Accountability Service, was signed as presented. Budget amount - $4,889.00. Copy of Resolution attached as Exhibit B.

A copy of Benton County's Resolution 88-040 for the adoption of the 1988 Benton-Franklin Counties Juvenile Unemployment Fund Budget, Fund No. 0115-103 was received and filed accordingly. Copy attached as Exhibit C.

There being no further business, the meeting was adjourned until February 24, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 042

FRANKLIN COUNTY RESOLUTION NO. 88-15

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: ESTABLISHMENT OF A NEW BUDGET IN THE BENTON COUNTY JUVENILE FUND, FUND NO. 115-101, DEPARTMENT 78, TRANSITION PROGRAM

WHEREAS, Doug Loree, Administrator for Juvenile Court, has requested the establishment of a new departmental budget within the Juvenile Fund to accomodate a grant for a transition program; and,

WHEREAS, the Benton-Franklin Counties Juvenile Court has received a grant from the Benton-Franklin-Walla Walla Private Industry Council in the amount of $26,946 to use for a transition program for youth incarcerated in the Benton-Franklin Juvenile Detention ages 16-19; and,

WHEREAS, the Boards of Commissioners of Benton and Franklin Counties find the establishment of a budget for a transition program to be in the Counties' best interests; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners and the Board fo Franklin County Commissioners that a budget in the amount of $26,946 be established within the Benton-Franklin Counties Juvenile Fund, Fund NO. 115-101, Department 78, Transition Program, as more fully described in Exhibit A attached hereto.

DATED this 17th day of February, 1988.

R.E. Isaacson
Chairman

Robert J. Drake
Member

Ron Lowe
Member

ATTEST:

Joan Hewitt
Clerk of the Board

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

DATED at Pasco, Washington, this 22 day of January, 1988.

Harold S. Mathews
Chairman

Bruce D. Whitehouse
Member

Ken Mabe
Member

ATTEST:

Wm. McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

01/19/88
PERIOD 1

PROPOSED BUDGET
B/F JUVENILE JUSTICE CENTER
PRIVATE INDUSTRY COUNCIL GRANT

ACCT NO	DESCRIPTION	CURRENT	Y-T-D	% YTD/BUD	BUDGET	UNEXPEND.	% UNEX
	PRIVATE INDUSTRY COUNCIL						
	REVENUE						
552-3	Private Industry Council	.00	.00	.0	26946.00	26946.00	100.0
	EXPENSES						
	Salaries						
78-1596-1	Bookkeeper	.00	.00	.0	900.00	900.00	100.0
78-1605-2	Monitor	.00	.00	.0	3900.00	3900.00	100.0
	Participant Salaries	.00	.00	.0	9800.00	9800.00	100.0
	Total Salaries	.00	.00	.0	14600.00	14600.00	100.0
	Benefits						
	Industrial Insurance	.00	.00	.0	434.00	434.00	100.0
	Social Security	.00	.00	.0	1048.00	1048.00	100.0
78-2104-2	Retirement-Staff	.00	.00	.0	208.00	208.00	100.0
	Total Benefits	.00	.00	.0	1690.00	1690.00	100.0
	Total Salaries and Benefits	.00	.00	.0	16290.00	16290.00	100.0
	Supplies						
78-3101-2-1	Testing Materials	.00	.00	.0	216.00	216.00	100.0
78-3101-2-2	Books and Materials	.00	.00	.0	360.00	360.00	100.0
	Total Supplies	.00	.00	.0	576.00	576.00	100.0
	Contract Services						
78-4102-2-01	Transition Instructor	.00	.00	.0	6000.00	6000.00	100.0
78-4102-2-07	Vocational Evaluation	.00	.00	.0	1800.00	1800.00	100.0
	Total Contract Services	.00	.00	.0	7800.00	7800.00	100.0
	Other Expenses						
78-4301-3	Bus Passes	.00	.00	.0	180.00	180.00	100.0
78-4501-2	Building Rent	.00	.00	.0	1800.00	1800.00	100.0
78-4701-2	Utilities	.00	.00	.0	300.00	300.00	100.0
	Total Other Expenses	.00	.00	.0	2280.00	2280.00	100.0
	Total Expenses	.00	.00	.0	26946.00	26946.00	100.0

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 041

FRANKLIN COUNTY RESOLUTION NO. 88-16

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 174, ACCOUNTABILITY SERVICE

WHEREAS, Doug Loree, Administrator for Juvenile Court, has requested appropriation of a departmental budget within the Juvenile Fund to accomodate funds not expended in 1987 from the Office of Superintendent of Public Instruction; and,

WHEREAS, the Benton-Franklin Counties Juvenile Center did not submit a budget for 1988, for Dept. 174, Accountability Services when other budgets were submitted; NOW THEREFORE

BE IT RESOLVED by the Boards of Commissioners of Benton and Franklin Counties that a budget be adopted for the Benton-Franklin Counties Juvenile Center, Fund NO. 115101, Department 174, Accountability Services, in the amount of $4,889.00, more fully described in Exhibit A attached hereto;

DATED this 17th day of February, 1988.

R. E. Isaacson
Chairman

Robert J. Drapeau
Member

Ron Lavton
Member

ATTEST:

Clerk of the Board

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

DATED at Pasco, Washington, this 22 day of January, 1988.

Harlen Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree

EXHIBIT A

01/21/88
PERIOD 1

B/F JUVENILE JUSTICE CENTER
ACCOUNTABILITY SERVICE
1988 BUDGET

PAGE 1

ACCT NO	DESCRIPTION	CURRENT	Y-T-D	% YTD/BUD	BUDGET	UNEXPEND.	% UNEX
	ACCOUNTABILITY SERVICES BUDGET						
	REVENUE						
527-40	Accountability Center	.00	.00	.0	4489.00	4489.00	100.0
	EXPENSES						
	Salaries				4003.00		
74-1605	Case Aide	.00	.00	.0	~~3704.00~~	3704.00	100.0
	Total Salaries	.00	.00	.0	3704.00	3704.00	100.0
	Benefits						
74-2101	Industrial Insurance	.00	.00	.0	~~10.00~~ 37.00	10.00	100.0
74-2102	Social Security	.00	.00	.0	~~280.00~~ 285.00	280.00	100.0
74-2103	Medical Benefits	.00	.00	.0	~~265.00~~ 318.00	265.00	100.0
74-2104	Retirement	.00	.00	.0	~~230.00~~ 246.00	230.00	100.0
	Total Benefits	.00	.00	.0	~~785.00~~ 886.00	785.00	100.0
	Total Salaries and Benefits	.00	.00	.0	~~4489.00~~ 4889.00	4489.00	100.0
	Total Expenses	.00	.00	.0	~~4489.00~~ 4889.00	4489.00	100.0

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: ADOPTION OF THE 1988 BENTON-FRANKLIN COUNTIES JUVENILE UNEMPLOYMENT FUND BUDGET, FUND NO. 0115-103

WHEREAS, Doug Loree, Administrator for Juvenile Court, has requested the adoption of the 1988 Benton-Franklin Counties Juvenile Unemployment Fund Budget; and,

WHEREAS, the purpose of said budget is to authorize payment of unemployment compensation for workers in the juvenile court from special reserves set aside for that purpose; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners and the Board of Franklin County Commissioners that a budget be adopted for the Benton-Franklin Counties Juvenile Unemployment Fund, Fund No. 0115-103, in the amount of $10,000.00 for 1988 as more clearly identified in Exhibit A attached hereto.

Dated this .....17th..... day of ..February....., 19 ...88....

R. E. Isaacson
Chairman of the Board.

Member.

Ron Tom
Member.

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

Attest: .....
Clerk of the Board

PERFECT PRINTING, PROSSER

cc; Franklin Co. Commrs.; Dave Sparks; Doug Loree

EXHIBIT A

Benton County

1988 EXPENDITURE BUDGET

Fund 0115-103 Juvenile Unemployment
Dept. 000 No Department

		1988 Final
527.100	Juvenile Administration	
2107	Unemployment	$10,000.00
	Total	$10,000.00

1988 REVENUE BUDGET

291-70-000	Estimated Beginning Balance	$16,351.00
	Total	$16,351.00

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 24, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

8:30 a.m. The Board met with the Benton-Franklin Counties Fair Association and various members of the public. The Fair Board wished to express their support for the Franklin County Board decision, and if there is no bi-county fair, the Fair Association would support Franklin County's endeavor to set up a program on its own. Mr. Miller and Mr. Whitemarsh emphasized the fact that they have been unable to sit down and discuss the issues with Benton County, but would try again. As soon as any decision has been made, the Board will advise the Fair Association.

The Board arranged with the Benton County Commissioners to meet at 2:00 p.m. at the Benton County Annex, 5600 W. Canal Place, Kennewick, Washington, to discuss the Fair Proposal as presented by Franklin County.

11:35 a.m. Mr. Boothe asked for clarification on CUP #87-2 Condition 12. As it now reads, it applies to solid waste disposal. Mr. Miller confirmed that it was the intent of the Board for it to apply to sludge. This correction would be included in the Board's Findings of Fact.

The Board approved for payment Juvenile Vouchers Number 1-37, Both Inclusive, in the amount of $12,048.58.

The Board approved continuation of today's Regular Board Meeting to February 24, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 25, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Miller, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

2:00 p.m. The Franklin County Board of Commissioners met with the Benton County Commissioner Ray Isaacson, at the Benton County Annex, 5600 W. Canal Place, to discuss the bi-county fair proposal. After reviewing the proposal, Mr. Isaacson called and requested the presence of the remainder Benton County Commissioners, Mr. Jones and Mr. Drake. After a brief, private discussion, the Benton County Commissioners agreed to the Franklin County proposal with a few minor changes. Mr. Ellis, Franklin County Attorney, would meet with the Benton County attorney to discuss these changes and prepare the formal document and interlocal agreement. The formal document and interlocal agreement would be sent to the Benton County Commissioners for their approval at their next business day, February 29, 1988. The Franklin County Commissioners approved the proposal as modified at the meeting with the understanding of an interlocal agreement being signed by both counties.

There being no further business, the meeting was adjourned until February 29, 1988

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold V. Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 29, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were: Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. 10:20 a.m. Mr. Whitemarsh opened sealed bids for the purchase of a new chip spreader. Bidders were as follows: W. H. Manufacturing Co, Pocatello, Idaho - Model WBHS - $73,278.54 with a trade-in of $2,000; Sahlbert, Spokane, WA - $69,335.88, optional trade-in $9,702, with a second bid for a hydrostatic unit - auto conveyor - $450, conveyor spread control $375, and two-wheel hydrostatic spreader $9,059.00; Modern Machine, Spokane, WA - SPR-H - $60,637.50 with a trade-in of $3,234.0; Arrowhead Mach., Boise, ID - Bid #1 WBHS self-propelled $76,967.67 with a trade in of $76,967.67, Bid #2 WHS $66,830.61 with a trade-in $2,000.00. Mr. Gilkeson requested two weeks to review all bids and materials submitted. A contract will be awarded March 16, 1988, 10:00 a.m. in the Commissioners chambers.

The property at 304 W. Margaret was discussed. Now it does represents a hazardous condition. More information is needed on the possibility of selling this property before a decision could be rendered.

The Chairman signed the assignment agreement between the county and the Bureau of Reclamation for Scootney Park. A copy of this agreement is attached as Exhibit A. The Board also signed the contract for bridge inspection. A copy is attached as Exhibit B.

Mr. Gilkeson along with Sheriff Lathim presented the need for a deputy assigned primarily to the Highway Department. The Highway Department needs help to reduce the illegal activities on the county roads; i.e., speeders, weight restriction violators, water on road, construction. To get this position, the Highway Department is willing to provide the up-front money for one year. After this time, revenue from fines collected would support this position. Excessive tonnage fines would be an excellent source of revenue. The Board agreed to the need for a deputy assigned primarily to the Highway Department problems. Mr. Gilkeson and Sheriff Lathim would write up the agreement, present to board for final approval, and would get the information to the public. Mr. Gilkeson advised the board that the county can issue their own excessive weight permits and the state would honor. The Board felt more study would be needed on this project.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for February 29, 1988

Mr. Larry Dietrich came by concerning his conditional use permit for Sanitary Landfill. He advised the Board that he has decided, if approvals are granted, to not use a center pivot sprayer for the sludge but to go directly to spreading the sludge on the land by using an injection-type spreader. This would eliminate the spraying of the sludge into the air. He still had to meet with the City of Pasco. The Board felt that this would be approved; however, Mr. Dietrich would have to have approval by the Health Department before any final approval from them.

2:10 The Board meet with Ralph Burrus and Bruce Gilkeson on the need for a County Parks Advisory Board. The charges for this board would be to decide what type of structure would be needed and boundaries. The following individuals have shown interest in serving on such a board: Nick Paglieri, P. O. Box 901, Richland, WA; William Connerly, 836 S. 13th, Pasco, WA; Kathleen Larson, 1816 Road 42, Pasco, WA; Rick Leaumont, 9517 W. Richardson, Pasco, WA; Woody Felts, 2201 Road 94, Pasco; Jeanett Arbogast, 5821 Sylvester, Pasco, WA; Gary Jones, 2817 Road 84, Pasco, WA; Dorothy Driver, 8108 Sunset Lane, Pasco, WA; Mary Jane Lewis, 1024 Road 52, Pasco, WA. Mr. Pat Roach had advised that he would be interested in being legal advisor to the Board but would be unable to sit on the Board. Mr. Miller made the motion that the advisory board be set up with the board being composed of Messrs. Connerly, Leaumont, Felts, Jones, and Mesdames Larson, Arbogast, Driver and Lewis, as these people are residents of Franklin County. Mr. Whitemarsh seconded the motion. The motion was passed. Mr. Burrus will coordinate setting up the first meeting. A letter would be sent to each appointee and Mr. Roach.

The Board approved minutes for February 22, 23, 24, and 25, 1988.

The Board received a draft Joint Resolution to Sponsor Benton-Franklin Counties District Fair in 1988-92 from Benton County. A meeting was arranged with the Benton County Commissioners for Tuesday, March 1, 1988 at 7:00 p.m.

The Board approved continuing today's business meeting to March 1, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

OF69 - Rev. 9/79
Office of Personnel Management
FPM Chapter 334

ASSIGNMENT AGREEMENT

Title IV of the

Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

PART 1—NATURE OF THE ASSIGNMENT AGREEMENT

1. ☐ New Agreement ☐ Modification ☒ Extension

PART 2—INFORMATION ON PARTICIPATING EMPLOYEE

2. Name *(Last, First, Middle)*: Brumley, James (Fred)

3. Social Security Number: 538-05-3963

4. Home Address *(Street, City, State, ZIP Code)*: 800 Scooteney Park Road, Connell, WA 99326

5. - A. Have you ever been on a mobility assignment? ☒ YES ☐ NO

5. - B. If "YES", date of each assignment *(Month and Year)* FROM: 4-10-87 TO: 12-31-87

PART 3—PARTIES TO THE AGREEMENT

6. Federal Agency *(List office, bureau or organizational unit which is party to the agreement)*: Columbia Basin Project, Bureau of Reclamation, Ephrata, WA

7. State or Local Government *(Identify the governmental agency)*: Franklin County

8. Is assignment being made through a faculty fellows program? If yes, give name of program. ☐ YES ☐ NO

PART 4—POSITION DATA

A—Position Currently Held

9. Employment Office Name and Address *(Building, Street, City, State and ZIP code)*: Franklin County Highway Dept., 3540 North Avenue C, Pasco, WA 99301

10. Employee's Position Title: Park Caretaker

11. Office Phone No. *(Area Code)*: (509) 234-0527

12. Immediate Supervisor *(Name and Title)*: Bruce Gilkensen, County Engineer

B—Type of Current Appointment

13. Federal Employees *(Check appropriate box.)*
☐ Career Competitive
☐ Other *(Specify)*
Indicate GS Level:

14. State and Local Employees
State or Local Annual Salary: $6,426 (8 mos at $685.50) (4 mos at $235.50)
Original Date Employed by the State or Local Government: 4-1-80

C—Position To Which Assignment Will Be Made

15. Employment Office Name and Address *(Building, Street, City, State and ZIP code)*: Columbia Basin Project Office, P.O. Box 815, Ephrata, WA 98823

16. Assignee's Position Title: Park Caretaker

17. Office Phone No. *(Area Code)*: 509-754-4611, Ex.26 FTS 446-4267

18. Immediate Supervisor *(Name and Title)*: William D. Gray, Chief, Land Resources Branch

PART 5—TYPE OF ASSIGNMENT

19. Check Appropriate Box	20. Period of Assignment *(Month, Day, Year)*
[ ] On detail from a Federal agency	FROM: TO:
[ ] On leave without pay from a Federal agency	
[X] On detail to a Federal agency	1-1-88 12-31-88
[ ] On appointment in a Federal agency	

PART 6—REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Franklin County has turned back the management of Scooteney Reservoir to the Bureau of Reclamation effective April 1, 1987. The Park traditionally opens on April 1. In order to reduce vandalism and to continue the operation of the Park without interruption, it is in the best interest of Franklin County and the Bureau to enter into this agreement. This will allow the present Park Caretaker, who resides at the Park to continue through the 1987 recreational season. At the end of the assignment the employee will report to Franklin County. If all parties are agreeable, the agreement may be extended through December 31, 1988.

PART 7—POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

See attached.

PART 8—EMPLOYEE BENEFITS

23. Rate of Basic Pay	24. Special Pay Conditions *(Indicate any conditions that could increase the assigned employee's compensation during the assignment period)*
8 months at $685.50 4 months at $235.50	$100/month for employee vehicle

25. Leave Provisions *(Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)*

March-October:
Annual leave 8 hrs./month
Sick leave 8 hrs./month

November-Februrary
No leave.

(3)

PART 9—FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*		27. State or Local Government Agency Obligations
Salary		
Jan. through Feb. ($235.50/mo.)	$ 471.00	
March through Oct. ($685.50/mo.)	5,480.00	
Nov. through Dec. ($235.50/mo.)	471.00	
Benefits		Franklin County Highway Dept.
Retirement ($42.68/mo.)	$ 512.16	3540 Ave. C.
Medical ($72.47/mo.)	869.64	Pasco, WA 99301
Vision Plan ($8.40/mo.)	100.80	
Dental ($21.90/mo.)	262.80	
Industrial Ins. ($45.85/mo.)	550.20	
Life Insurance (no cost)		
Vehicle Rental	$1,200.00	
Total expense	$9,917.60	

PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

[X] 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

[X] 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11—OPTIONS

30. Indicate coverage or "N.A." if not applicable	31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)*
A. Federal Employees Group Life Insurance [ ] Covered [X] N.A.	County Retirement Medical Premiums Visiion " Dental " Industrial Insurance
B. Federal Civil Service Retirement [ ] Covered [X] N.A.	
C. Federal Employee Health Benefits [ ] Covered [X] N.A.	

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

The employee uses his personal vehicle, and is reimbursed $100 per month.

(4)

PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

[X] YES
[ ] Yes, with exceptions attached

A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

[X] B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

[X] C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

[X] D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.

[ ] E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment *(Name of Organization)*	36. Date *(Month, Day, Year)*	
Bureau of Reclamation Scooteney Reservoir	From: 1-1-88	To: 12-31-88
37. Signature of Assigned Employee X James F Bowman	38. Date of Signature *(Month, Day, Year)* 2-26-88	

PART 15—CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

— the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;

— this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;

— at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer Harold W Mathews	40. Signature of Authorizing Officer
41. Date of Signature *(Month, Day, Year)* X Feb. 29 1988	42. Date of Signature *(Month, Day, Year)*
43. Typed Name and Title Chairman Franklin County Commissioner	44. Typed Name and Title Regional Director, Pacific NW Region

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

GPO 881-462

CONSULTANT AGREEMENT
FOR
BOX CULVERT AND BRIDGE INSPECTION/LOAD RATING

THIS AGREEMENT, made and entered into on this 29th day of February, 19 88, by and between the County of Franklin, Washington, hereinafter called the "Agency", and the consulting firm of Sargent Engineers, Inc., whose address is 320 W. Bay Drive, Suite 101, Olympia, WA 98502, at which work will be available for inspection, hereinafter called "Consultant."

WHEREAS, the Agency has not sufficient qualified engineering employees to perform the necessary Bridge Inspection Services and the Agency deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary engineering work for the Bridge Inspections, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that he is in full compliance with the statutes of the State of Washington for registration of professional engineers and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and

WHEREAS, the Consultant has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

1
OBJECTIVES AND SCOPE OF WORK

The objective of the agreement is to provide engineering services necessary for Bridge Inspection and Load Rating and other documents as described in attached Exhibit "A".

The scope of work shall include all services and materials necessary to accomplish the work as indicated in attached Exhibit "A".

The Consultant shall perform all work described in this Agreement necessary to complete design of the project to conform with the policies and standards set forth in Section II.

The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the Agency, in order to pass judgment on the features of the work. The Consultant shall make such minor changes, amendments, or

revisions in the detail of the work as may be required by the Agency. This item does not constitute an "Extra Work" item as related in Section X of the Agreement. When alternatives are being considered, the Agency shall have the right of selection.

The reports and inspections shall be verified by a complete check by the Consultant and shall be so certified by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the Agency.

II
INSPECTION CRITERIA

The Agency will designate the basic premises and criteria for the design. Reports and inspections, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. AASHTO, "Manual for Maintenance Inspection of Bridges."
2. Washington State Department of Transportation, "State of Washington Inventory of Bridges and Structures."

III
ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE AGENCY

The Agency will furnish the Consultant all available copies of the existing construction and shop plans, past inspection reports, existing load ratings, and bridge history files that will facilitate the completion of the inspection and reports within the limits of this project.

IV
DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits, or other presentations as shown in Exhibit "A" for the work covered by this Agreement shall be furnished by the Consultant to the Agency upon completion of this project. All such material, including photographic negatives used in the project, shall become and remain the property of the Agency and may be used by it without restriction. Such unrestricted use not occurring as a part of this project, shall be without liability or legal exposure to the Consultant.

V
TIME OF BEGINNING AND COMPLETION

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Agency. The Consultant shall complete the work as outlined in accordance with Exhibit "C".

Established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of a delay caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established time.

Delays attributable to or caused by one of the parties hereto amounting to 15 days or more affecting the completion of the work may be considered a cause for renegotiation or termination of this Agreement by the other party.

VI
PAYMENT

The Consultant shall be paid by the Agency for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

Specific Rates of Pay

1. When Franklin County requests that a project be undertaken, the Consultant shall prepare a fee proposal based upon a typical scope of work. Upon agreement by Franklin County and the Consultant upon a scope of work and related fee, a maximum encumbrance, inclusive of expenses, will be established to serve as a maximum amount payable for the project. For accounting purposes, the Consultant will be paid by Franklin County for work done, based upon mutually agreed hourly rates for personnel classified according to title and definitions as contained in Exhibit B. The listed rates shall be applicable throughout the life of this Agreement. The rates are inclusive of actual salaries, overhead, and profit.

Labor Classification	Hourly Rate
Principal Structural Engineer	$ 58.00
Senior Engineer	$ 40.00
Licensed Engineer	$ 37.00
Engineer	$ 29.00
Drafting	$ 26.00
Technician	$ 15.00
Office	$ 14.00
Mileage	$ .205/mile
Expenses + 15%	

Compensation for the following expenditures will be allowed when these costs are incurred directly in fulfilling the terms of this Agreement:

Expenses + 15% as estimated in Exhibit "B"

2. The maximum total amount payable by Franklin County to the Consultant under this Agreement shall not exceed $27,208 in 1988 and $19,380 in 1989, unless a supplemental agreement has been negotiated and executed by the Agency prior to incurring any costs in excess of the maximum amount payable.

3. The Consultant may submit invoices to Franklin County not more often than once per month during the progress of the work for partial payment of work completed to date. The invoices will indicate the classifications of the employees, the number of persons actually working under each classification and the dates and hours actually worked, and shall be accompanied by copies of time sheets for all employees charging to a project. Such invoices will be checked by Franklin County and payment will be made in full for the amount thereof as has been found to represent the value of the completed work, less the amounts previously paid.

4. Final payment of any balance due to the Consultant of the ultimate gross amount earned will be made promptly upon its ascertainment and verification by Franklin County, and upon receipt of bridge inspection and load rating documents, and other related documents which are required to be furnished under this Agreement.

For All Methods of Payments

The Consultant and its subconsultants shall keep available for inspection, by representatives of Franklin County, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, these records with the following exception: If any litigation, claim, or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized. (Section X, "Extra Work")

A short narrative progress report shall accompany each voucher for progress payment. The report shall include discussion of any problems and potential causes for delay.

To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews.

Acceptance of such final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless such claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

VII
EMPLOYMENT

The Consultant warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration , contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Agency, except regularly retired employees, without written consent of the public employer of such person.

VIII
NON-DISCRIMINATION

The Consultant agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rate of pay or other forms of compensation; selection for training; rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Agency and further that the Consultant shall be barred from performing any services for the Agency now or in the future, unless a showing is made satisfactory to the Agency that discriminatory practices have terminated and that recurrence of such action is unlikely.

IX
CHANGES IN WORK

The Consultant shall make all such revisions and changes in the completed work of this Agreement as are necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation.

Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof revised, the Consultant shall make such revisions, if requested and as directed by the Agency in writing. This work shall be considered as Extra Work and will be paid for as provided in Section VI.

X
EXTRA WORK

The Agency may desire to have the Consultant perform work or render services in connection with this project in addition to or other than work provided for by the expressed intent of the Scope of Work of this Agreement. Such work will be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature and scope thereof. Work under a supplemental Agreement shall not proceed until authorized in writing by the Agency.

XI
TERMINATION OF AGREEMENT

A. The Agency reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the Consultant.

B. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the Agency. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the Agency, if the Agency so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the Consultant, with the Agency's concurrence, desire to terminate this Agreement, payment shall be made as set forth in Subsection C of this section.

C. In the event this Agreement is terminated by the Agency other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work complete at the time of termination of the Agreement, plus the following described portion of the net fee. The portion of the net fee for which the Consultant shall be paid shall be the same ratio to the total net fee as the work complete is to the total work required by the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due as set forth herein above, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

D. In the event the services of the Consultant are terminated by the Agency for fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable to the Agency at the time of termination, the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection C above had been applied.

E. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings, and field notes prepared by the Consultant prior to termination shall become the property of the Agency for its use without restriction. Such unrestricted use not occurring as a part of this project, shall be without liability or legal exposure to the Consultant.

F. Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

XII
DISPUTES

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the Consultant and the Agency shall be referred for determination to the Director of Public Works or Agency Engineer, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

In the event that either party is required to institute legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the Superior Court of the State of Washington, situated in the county of the Agency.

XIII
LEGAL RELATIONS

The Consultant shall comply with all Federal Government, State, and Local laws and ordinances applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

The Consultant, its successors or assigns, will protect, save, and hold harmless the State and Agency and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts for omissions of the Consultant, its subconsultant, assigns, agents, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement. The Consultant further agrees to defend the State and Agency and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in

connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the State or Agency or their authorized agents or employees: Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State and the Agency and their agents or employees, and (b) the Consultant, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant, or Consultant's agents or employees.

The Consultant shall secure regular Public Liability and Property Damage Insurance Coverage in the amount of $100,000 for death or injury to any one person and $300,000 for death or injury to two or more persons in any one occurrence and $50,000 for Property Damage in any one occurrence with any aggregate Property Damage coverage of $100,000 for two or more occurrences from an insurance company authorized to do business in the State of Washington.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

XIV
SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the expressed consent of the Agency.

XV
ENDORSEMENT OF PLANS

The Consultant shall place his certification on all plans, specifications, estimates, or any other engineering data furnished by him in accordance with RCW 18.43.070.

XVI
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations, and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

XVII
EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SARGENT ENGINEERS, INC.

By: Stephen E. Robert

Title: Secretary / Treasurer

FRANKLIN COUNTY
BOARD OF COMMISSIONERS

By: Harold Mathews
Harold Mathews, Chairman

Bruce Whitemarsh
Bruce Whitemarsh, Member

Ken Miller
Ken Miller, Member

EXHIBIT "A"
OBJECTIVES AND SCOPE OF WORK
FRANKLIN COUNTY BRIDGE INSPECTION AND LOAD RATING

1. Perform and complete bridge and box culvert inspections in conformance with the AASHTO Manual for Maintenance Inspection of Bridges and the SWIBS Manual.

2. Evaluate, compare, and report on existing rating and inspection reports and inventory files.

3. Load ratings, with recommendations for posting if necessary, for all bridges and box culverts.

4. Report with recommendations for dealing with overload permits for all bridge and box culverts.

5. Recommend and report maintenance techniques that should be utilized to extend the life of our bridges and box culverts.

EXHIBIT "B"
1987/1988 BRIDGE INSPECTIONS AND LOAD RATING
COST ESTIMATE

ITEM 1 INSPECTIONS

A. 23 Bridges - Spanning Irrigation Canals

Personnel: 1 Principal Structural Engineer - $ 58.00/hr
1 Senior Engineer - $ 40.00/hr

1.	Travel - 12 hrs x ($58 + $40)	= $	1,176.00
	Inspection - 20 hrs x ($58 + $40)	=	1,960.00
2.	Mileage - 900 miles x $.205	=	184.50
3.	Lodging - 3 nights x $55	=	165.00
4.	Meals - 4 days x 2 men x $25	=	200.00
5.	Misc Expenses	=	200.00
		$	3,885.50
	10% Contingency	=	388.50
		$	4,274.00

B. 43 Bridges

Personnel: 1 Principal Structural Engineer - $ 58.00/hr
1 Technician - $ 15.00/hr

1.	Travel - 12 hrs x ($58 + $15)	= $	876.00
	Inspection - 54 hrs x ($58 + $15)	=	3,942.00
2.	Mileage - 800 miles x $.205	=	164.00
3.	Lodging - 7 nights x $55	=	385.00
4.	Meals - 6 days x 2 men x $25	=	300.00
5.	Misc Expenses	=	200.00
		$	5,867.00
	10% Contingency	=	587.00
		$	6,454.00

ITEMS 2 THROUGH 5

Personnel: 1 Principal Structural Engineer - $ 58.00/hr
1 Senior Engineer - $ 37.00/hr

1.	Prepare SWIBS Forms	= 1/2 hr
2.	Evaluate, compare, & report on existing inspection reports	= 1 hr
3.	Load Rating	= 2 hrs
4.	Report on recommendations for overload Permits	= 1/2 hr
5.	Report on recommendations for maintenance techniques	= 1 hr

5 hrs Per Bridge (Average)

2 hrs x $58.00 x 66 bridges	= $ 7,656.00
3 hrs x $37.00 x 66 bridges	= $ 7,326.00
	$14,982.00
10% Contingency	1,498.00
	$16,480.00

Estimated Maximum Total (1987/1988)
= $412.28 per Bridge = $27,208.00

1988/1989 INSPECTIONS

Using Detailed Estimate for 1987/1988 Inspections
$412.28/Bridge; Total = 47 x $412.28 = $19,377.00

Estimated Maximum Total (1988/1989) = $19,380.00

Estimated Maximum Total
(1987/1988 & 1988/1989) = $46,588.00

SCHEDULE OF BRIDGES
INSPECTION AND LOAD RATING

1987/1988 *	1988/1989 **
447-3.58 Albany	915-1.00 Bellevue
479-2.63 Buffalo	229-0.57 Bend
669-0.89 Colonial	944-2.18 N. Cherry Drive
870-3.78 Crestloch	200-9.93 Coyan
200-8.24 Coyan	519-0.49 N. Dayton
215-2.03 Dilling	554-0.85 Davis Lane
216-0.56 Dilling Lane	960-2.98 Elm
408-0.69 Filbert	600-1.91 Eltopia-West
876-0.02 Frontier	600-5.71 Eltopia-West
615-2.31 Garfield	1075-1.23 Fanning
615-4.96 Garfield	980-0.62 Fir
681-0.90 Hailey	525-1.13 Fircrest
370-1.35 Hendricks	901-5.34 Glade North
370-8.25 Hendricks	901-11.85 Glade North
460-6.25 Hollingsworth	901-15.93 Glade North
620-2.31 Holly Drive	901-18.87 Glade North
636-6.70 Ironwood	520-1.38 Glenwood
539-0.68 W. Juniper	912-1.69 Helm Drive
686-0.79 Klamath	636-4.87 Ironwood
584-4.26 W. Klamath	330-1.28 Merion
211-0.85 Muse Drive	445-7.83 Mt. Vista
880-1.24 Phend	211-1.97 Muse Drive
608-2.35 R-170	506-2.27 Ringold
608-8.30 R-170	506-2.97 Ringold
400-4.02 Sagehill	506-4.20 Ringold
400-6.96 Sagehill	1000-1.52 Road 68
400-8.43 Sagehill	1001-9.56 N. Road 68
400-9.03 Sagehill	670-0.08 Russell
908-9.42 Sagemoor	670-2.75 Russell
307-5.18 Scootney	670-4.63 Russell
218-0.98 Settler	670-6.16 Russell
690-3.04 Sheffield	670-10.10 Russell
690-3.92 Sheffield	909-2.90 E. Sagemoor
690-4.63 Sheffield	906-8.75 Selph Landing
690-8.45 Sheffield	705-9.85 Snake River
222-0.98 Sohm	903-3.46 Taylor Flats
886-2.74 E. Vineyard Drive	903-7.27 Taylor Flats
886-4.44 E. Vineyard Drive	903-12.44 Taylor Flats
225-1.75 Warehouse	9999- Potholes E. Wasteway
226-0.29 Warehouse Lane	
935-0.77 Cottonwood Drive	
969-0.42 Everett	
980-4.95 Fir	

1987/1988 * (cont.)

636-5.54 Ironwood
217-2.72 Krug
405-0.19 North Wahluke
230-2.37 Paradise
230-3.47 Paradise
608-14.97 R-170
670-5.54 Russell
722-0.07 Smith Canyon

* To be completed by May 31, 1988
** To be completed by May 31, 1989

SCHEDULE OF BOX CULVERTS
INSPECTION AND LOAD RATINGS

1987/1988 *	1988/1989 **
140-4.54 Burr Canyon	916-4.26 Alder
200-9.48 Coyan	922-4.15 Birch
751-2.74 Delaney	1100-8.32 W. Court Street
733-0.04 Essenprise	587-1.01 Fairway
173-2.34 Gill	925-1.33 Ringold River
297-0.21 Perry	722-2.35 Smith Canyon
297-1.12 Perry	722-2.43 Smith Canyon
706-8.57 PH-15	903-11.83 Taylor Flats
705-0.24 Snake River	295-0.33 Wilder
279-5.13 Wadsworth	
516-0.52 N. Bellevue	
271-4.24 Black	
293-1.27 Lewis	
185-0.02 Nunamaker	
273-1.66 Reader	
295-2.92 Wilder	

* To be completed by May 31, 1988
** To be completed by May 31, 1989

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 1, 1988

The Honorable Board of Franklin County Commissioners met on the above date in a joint session with the Board of Benton County Commissioners. Present for the meeting were: Franklin County - Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Benton County - Ray Isaacson, Chairman; Ron Jones, Member; Bob Drake, Member. The Boards met at 7:00 p.m. at the Fair Grounds office with the Fair Association to review the Joint Resolution to Sponsor Benton-Franklin Counties District Fair.

Mr. Isaacson advised the Boards "that this is a continuation of the Benton County Commissioners meeting. It was continued tonight at 7:00 p.m. from Monday, our regular Board meeting day. We continued tonight as a public meeting to address the issues on the fairgrounds agreement and between the counties with the association. And for the record I would like to note that Commissioners Jones, Drake, and Isaacson are all three present.:

Mr. Mathews advised the Boards "this is a continuation of Franklin County's extended date of Monday, February 29, 1988, until Tuesday, March 1, 1988. And, that all commissioners, Miller, Whitemarsh, and Mathews are present. Purpose of the continuation until 7:00 p.m. tonight was to sign a contract agreement between, joint resolution, the two counties.

Mr. Mathews was appointed chairman for this meeting. Mr. Miller presented the changes Franklin County made to the Draft Joint Resolution to Sponsor Benton-Franklin Counties District Fair in 1988-92 (Exhibit A).

First Page - in the first paragraph added "-92" to 1988.

Second Page - Section 3 in the sentence ...All budgetary issues shall... deleted the word budgetary and inserted the word "others". Section 5 corrected the transposition of the letters in the word "of".

Third Page - About the fifth line down ...execution of this resolution... inserted the word "joint" to make it read ...execution of this joint resolution... Sixth line down inserted the word "net" in front of income. A new paragraph was made at ...All contracts entered into... Section b. FAIR FUND changed to read a "revolving fund" in lieu of a "reserve fund".

Fourth Page - Fifth line down ...income from the operation of the bi-county air, all other income from the operation of the fairgrounds, future... changed to read "...all income from the operation of the bi-county fair, future...". Last sentence in Section b. ...expenditure for fairgrounds operation and maintenance changed to read "...expenditure for fairgrounds operation, maintenance and capital improvements...".

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 1, 1988

Fifth Page - Fourth line down inserted the word "loan" ...each county's loan or contribution... Deleted done any from same sentence and inserted the word "joint" in front of resolution. Section b. first sentence added an "s" to the word fund in the first sentence. Section 7 corrected the capitalization on the word any.

Mr. Miller advised that both Boards had verbally agreed to accept the proposal as presented. As soon as the resolution is received, it was a presently being rerun and corrected by the Franklin County Prosecuting Attorney who would bring it by shortly, all commissioners would sign. However, Mr. Miller advised that a termination clause needed to be added. If the Board was unanimous, it could be added in.

Mr. Miller clarified the editorial that had appeared in the morning paper concerning our 50/50 separation. "No capital improvements shall be constructed on or at the fairgrounds without the prior approval of both Boards of County Commissioners. As part of any approval for the construction of capital improvements at or on the fairgrounds both Boards of County Commissioners must determine the manner in which the value of the improvements will be shared by the counties upon termination of this agreement, including any extension. Any capital improvement constructed using grant funds shall not be limited by the foregoing provision; Except, both Boards must approve any capital improvement even if constructed with grant funds. Neither Benton or Franklin county shall voluntarily place nor involuntarily allow to be placed any lien on the Fairgrounds property during the term of this agreement."

Mr. Mathews opened the floor for questions.

The Fair Association's first two questions were concerning if both parties had signed the agreement and what were the changes. Both of these questions had already been answered. The next concern was the availability of the office staff and Ted Martin. Would they be able to utilize them and to what degree. They would need this information before they could decide on a budget. If they have to hire someone to be on the spot, it would make a difference in their budget.

Franklin County and Benton County both agreed that the office staff and Ted Martin would be available. Mr. Isaacson stressed that that they would like to continue the kind of support to the Fair Association that they have received from the staff in the previous years. The Board asked how much they would be using Mr. Martin. The Fair Association was not sure but felt it would only be part time. Mr. Miller asked if it would be easier if you went to a one year trial basis on this so that changes could be made to the budget if it didn't work out. Jerry advised that it would give them an idea on time and they would consider it.

The Fair Association next concern was "What is the role of the association?" The Board stressed that the fair association should continue as in the past. The only things that would change would be the accountability to meet the counties and state requirements and the approval of contracts would have to be by both Boards of County Commissioners. The important aspect would be staying within the budget, line item budgets, once it has been approved. Accurate and precise records would have to be kept for both the fair and off-season activities. It was stressed that the Fair Association was running the fair and Mr. Martin responsibility to them was to have this area available and help answer your requests and your needs. It would be advantageous to all to spell out in an agreement exactly your needs for Mr. Martin and his staff.

The Fair Association questioned the fact that they would have to go to both Boards to have the contracts signed. Would they be able to come to both Boards and get the contracts signed in timely fashion? Both Boards stressed that they would like to be flexible in this area, but it would have to be any contract with money. It was pointed out that the Fair Association knew what type of contracts they would be addressing from past history and experience so a list could be drawn up and the Boards could review and say which ones they would be interested in reviewing. Mr. Mathews stressed the need for developing "contact points" who would meet with the Fair Association. It was approved to set up a committee. The six-member committee would consist of the chairman plus one additional member from both Boards of County Commissioners and two members from the Fair Association. Mr. Martin would not be on the Board would be there in the role as consultant. Mr. Mathews advised that Mr. Ken Miller and Mrs. Valoria Loveland, Treasurer, would be the representatives from Franklin County. Mr. Isaacson advised they would make a decision at their next meeting. The Fair Association felt it would be their president and also their treasurer.

The Fair Board requested if they could have a five year contract? Mr. Mathews advised that was the intent. Mr. Miller suggested that to get this thing rolling they might want to put in a clause for a review, a type of escape clause for both parties, if there is a problem in the management of the fair.

Four copies of the joint resolution were delivered to the Chairman. After reviewing the new proposal, Mr. Miller made the motion to sign the joint resolution. Mr. Drake seconded. The Joint Resolution to Sponsor Benton-Franklin Counties District Fair in 1988-1992 signed by all Board members present. A copy of the signed resolution is attached as Exhibit B.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 1, 1988

Mr. Isaacson, I move that we as a joint Board of County Commissioners that we purchase insurance to cover the counties in case of accident on the fairgrounds and that we also make that available for riders for the Fair Association, and also provide riders for the Tri-City Horse Racing Association so that all are named as being co-insured or joint insured on that policy. The direction is to Ted Martin, our fairgrounds director, to purchase that insurance.

Mr. Mathews - Who will second that motion?

Mr. Miller - I seconded that motion.

Mr. Mathews - The motion was made and seconded. Are there any questions?

Questions concerned including the horse racing. Mr. Martin pointed out that they have always been included, but they pay their own premium out of it. They paid between $800-$1,200 last year; they are billed individual from the insurance company. The total cost of the policy, excluding the horse racing, would be approximately $41,000 with the fair being charged about $37,000. These figures are based on exposure, there is a larger number of people attending the fair than the horse racing, 80,000 a day versus 2,000 a day. The insurance would be year round. It is a general liability insurance and does cover the liquor liability also. If someone using our buildings wants to be covered under our policy, they are charged for it. The breakdown of the premium to each event held at the fairgrounds was not available at this time, but if needed Mr. Martin could prepare it for anyone. Mr. Martin advised that he has a rider on the policy now, but must let the insurance company know tomorrow if we are to continue the coverage. We have used the present company since 1984 and it should be noted that there are about only two insurance companies that underwrite fairs. We are with CNA.

Mr. Mathews - someone called for a question. Question has been called for. All in favor say aye.

Ayes

Mr. Mathews - all opposed say likewise

There were no opposing votes.

Mr. Mathews - You have been authorized Ted to purchase this insurance.

The Fair Association would be meeting with Valoria Loveland, Franklin County Treasurer, to put together a budget for the Fair Association and get back to the Commissioners.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 1, 1988

The Fair Association requested that the horse racing facilities be made available to them three weeks before the fair and one week after. Mr. Martin felt this would be acceptable. A comment was made concerning the condition of the stables.

Mr. Moore asked the question if all the booths and horse barn would be ready or if they would have to bring in help to prepare them.

Mr. Isaacson advised that they do not have the manpower to do all the work and would have to hire people to do it. This would have to be included in the budget. It was pointed out to the Fair Association that if they know there is a job that needs to be done and they can get the volunteer work force, they can coordinate this with Ted to get the work done. Every time we hire someone to do a job it is taken from the profit. To help stay within our budgets, our volunteers would still be needed to put this fair on.

A comment was made concerning the conditions of the horse racing area. The 4-H horse people repair this area every year. Why can't it be kept in an acceptable condition? When this area is rented out, isn't it a requirement that it be returned in the same condition it is rented out in? Mr. Martin advised that it is being done that way now. Before, it was impossible to police these areas, but now under the new organization particular attention will be given to the condition of any area rented out and verify that it is in the same condition when it is returned.

A couple of comments were made concerning the use of county equipment. The board advised that due to legislature mandate the counties would have to charge for any use of any equipment. On the use of the prison inmates, it must be understood that if inmates are used they must be paid minimum wage for the prison in order to have coverage under industrial insurance. It was also requested that the Boards look into getting some type of reduction in the building permit cost. Whenever a new building is put up, it requires a building permit. Approximately $3,000 has been spent in the last two years just on building permits. The City of Kennewick has interest in this property and they might be interested in helping out in this area. The same would apply to PUD. Permits are needed anytime work is done in their area. This could be checked also to help reduce the expenses.

Mr. Mathews advised that they would check into this.

Parking lot issue - this will be a contract that would be reviewed.

A meeting was set up for the sub-committee to met at 7:30 p.m., Monday, March 7, 1988 for the Fair Association to present their proposal and budget.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 1, 1988

There being no further business this meeting was adjourned until March 2, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitehead
Member

Ken Miller
Member

Attest:

D O McLaughlin
Clerk of the Board

JOINT RESOLUTION TO
SPONSOR BENTON-FRANKLIN COUNTIES
DISTRICT FAIR IN 1988-92

IN THE MATTER OF A JOINT RESOLUTION TO SPONSOR THE BENTON-FRANKLIN COUNTIES DISTRICT FAIR IN 1988.

RECITALS

1. It is in the public interest to hold agricultural fairs, including the exhibition of livestock and agricultural produce of all kinds, as well as related arts and manufactures; including products of the farm home and educational contest, and displays and demonstrations designed to train youth and to promote the welfare of farm people and rural living (RCW 15.76.100); and

2. Benton and Franklin Counties have jointly sponsored for many years a district fair and desire to continue this relationship for the next five years and provide for the management of the fairgrounds; and

3. Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographical, economic, population and other factors influencing the needs and development of local communities.

NOW THEREFORE, BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties:

1. **BENTON-FRANKLIN COUNTY FAIR.** Benton and Franklin counties shall jointly sponsor a district fair in 1988, 1989, 1990, 1991 and 1992 pursuant to RCW 36.37.050. The counties may enter into

a management agreement covering services and volunteer assistance in operating and managing the fair.

2. **FAIRGROUNDS MANAGEMENT.** The counties shall jointly manage and operate the Benton Franklin County fairgrounds property and facility located in portions of Sections 7 and 8, Township 8 North, Range 30 East, W.M. Benton County, Washington.

3. **FAIRGROUNDS BOARD.** The counties hereby establish a Fairgrounds Board whose members shall be the three commissioners from each of the Boards of County Commissioners. In the event of a tie vote on any issue, except the approval of the annual budget for the bi-county fair or the budget for operation of the fairgrounds, the Fairgrounds Board shall appoint an arbitrator who shall not be a resident of either county nor an employee of either county. All budgetary issues shall be determined by the Fairgrounds Board by a simple majority vote. No action of the Fairgrounds Board shall be valid unless adopted by a quorum . A quorum shall be four members providing at least two commissioners from each county shall be present.

4. **FAIRGROUNDS DEPARTMENT.** The counties hereby establish a Fairgrounds Department for the purpose of managing and supervising the day to day operation of the fairgrounds.

5. **FAIR AND FAIRGROUNDS FUNDS.** The Counties shall establish two funds which shall provide for the operation fo the bi-county fair and the maintenance and operation of the fairgrounds for activities other than the bi-county fair. These funds shall be administered and managed by the Franklin County Treasurer and Auditor.

a. <u>FAIRGROUNDS FUND</u>. Franklin county shall establish a

cumulative reserve fund for the maintenance and operation of the Fairgrounds to be named the "Fairgrounds Fund" and to be administered and managed by the Franklin County Treasurer and Auditor. Each county shall deposit the $5,000 into this fund upon execution of this resolution. This fund shall be authorized to accept donations, revenue from the State of Washington, income from the operation of the bi-county fair, all other income from the operation of the fairgrounds, future contributions by each county and income from other sources as may be approved by majority vote of each of the Boards of the County Commissioners for Benton and Franklin Counties. This fund shall be used solely for the purpose of maintenance and operation of the fairgrounds. All expenses for the maintenance and operation of the fairgrounds are to be paid from this fund. All interest attributable to the fund shall be deposited in the fund. All contracts entered into for the purpose of maintaining and operating the fairgrounds shall be in the name of the vendor and of Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fairground activities.

b. FAIR FUND. Franklin county shall establish a cumulative reserve fund for the maintenance and operation of the bi-county fair to be named the "Fair Fund" and to be administered and managed by the Franklin County Treasurer and Auditor. The approximately $75,000 now due the counties from the proceeds of parimutual racing taxes shall be deposited in this fund. All income received by the counties during the term of this agreement

from parimutual racing taxes (not including funds known as the "Donahue Fund")shall also be deposited into this fund. This fund shall be authorized to accept donations, revenue from the State of Washington, whether from parimutual betting taxes or other sources, income from the operation of the bi-county fair, all other income from the operation of the fairgrounds, future contributions by each county and income from other sources as may be approved by majority vote of each of the Boards of the County Commissioners for Benton and Franklin Counties. This fund shall be used solely for the purpose of operation of the annual bi-county fair. All income from the operation of bi-county fair shall be deposited in this fund. All expenses for the operation of the bi-county fair are to be paid from this fund. All interest attributable to the fund shall be deposited in the fund. All contracts entered into for the purpose of operating the fair shall be in the name of the vendor and of Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fair activities. Net income from this fund may be transferred to the Fairgrounds Fund for expenditure for fairgrounds operation and maintenance.

c. All proceeds from the operation of the city parking lot shall be paid daily to the Benton County Treasurer for deposit in the Fairgrounds Parking Lot Fund (No. 113-103) for the use pursuant to Benton County's lease with the City of Kennewick.

6. **PROFITS AND LOSSES.** Profits and losses from the operation of the fairgrounds and the Benton-Franklin County Fair shall be apportioned as follows:

a. Any losses incurred in the operation of the fairgrounds and the bi-county fair shall be shared equally one-half by Benton County and one-half by Franklin County. In the event ~~any~~ of any annual loss, each county's contribution required by this resolution to cover said loss shall be paid to the Franklin County Treasurer for deposit in the appropriate revolving fund no later than January 20, of the year following the loss.

b. Net income is to be paid to the counties to the extent of any contribution into the revolving fund. Any excess net income after repayment of all contributions, plus interest (which shall accrue from the date of the contribution and shall be at the judgment rate existing at the time of the contribution), is to be retained in the revolving fund. Upon termination of this agreement any funds remaining in either revolving fund shall be distributed equally between the counties.

7. **CAPITAL IMPROVEMENTS.** No capital improvements shall be constructed on or at the fairgrounds without the prior approval of both Boards of County Commissioners. As part of any approval for the construction of capital improvements at or on the fairgrounds both boards of county commissioners must determine the manner in which the value of the improvement will be shared by the counties upon termination of this agreement, including any extension. any capital improvement constructed using grant funds shall not be limited by the foregoing provision; <u>EXCEPT</u>, both boards must approve any capital improvement even if constructed with grant funds. Neither Benton County nor Franklin County shall voluntarily place nor involuntarily allow to be placed any lien

on the Fairgrounds property during the term of this agreement.

8. **TERM.**

a. The term of this agreement shall be from January 1, 1988, until January 31, 1992.

b. The parties recognize that Benton County has had sole operation of the fairgrounds through the date of execution of this document. Franklin County shall have the right to review and reject any and all existing contracts for use of the fairgrounds. Any contract rejected by Franklin County shall remain the sole obligation.n of Benton County. On any contract so rejected, Benton County shall be obligated for any loss, shall receive any profit and shall have the right to use the fairgrounds without charge for the event. Benton County shall provide a complete copy of all contracts within 15 days of the execution of this resolution. Any contract not rejected within 20 days by Franklin County shall be deemed to have been accepted. Any contract not disclosed by Benton County which results in a loss shall be the sole obligation of Benton County. Any contract not disclosed by Benton County and resulting in a net profit shall become part of this agreement and the profit shall be deposited as set forth in this resolution.

JOINT RESOLUTION TO
SPONSOR BENTON-FRANKLIN COUNTIES
DISTRICT FAIR IN 1988-92

IN THE MATTER OF A JOINT RESOLUTION TO SPONSOR THE BENTON-FRANKLIN COUNTIES DISTRICT FAIR IN 1988-92.

RECITALS

1. It is in the public interest to hold agricultural fairs, including the exhibition of livestock and agricultural produce of all kinds, as well as related arts and manufactures; including products of the farm home and educational contest, and displays and demonstrations designed to train youth and to promote the welfare of farm people and rural living (RCW 15.76.100); and

2. Benton and Franklin Counties have jointly sponsored for many years a district fair and desire to continue this relationship for the next five years and provide for the management of the fairgrounds; and

3. Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographical, economic, population and other factors influencing the needs and development of local communities.

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original

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2. FAIRGROUNDS MANAGEMENT. The counties shall jointly manage and operate the Benton Franklin County fairgrounds property and facility located in portions of Sections 7 and 8, Township 8 North, Range 30 East, W.M. Benton County, Washington.

3. FAIRGROUNDS BOARD. The counties hereby establish a Fairgrounds Board whose members shall be the three commissioners from each of the Boards of County Commissioners. In the event of a tie vote on any issue, except the approval of the annual budget for the bi-county fair or the budget for operation of the fairgrounds, the Fairgrounds Board shall appoint an arbitrator who shall not be a resident of either county nor an employee of either county. All non-budgetary issues shall be determined by the Fairgrounds Board by a simple majority vote. No action of the Fairgrounds Board shall be valid unless adopted by a quorum. A quorum shall be four members providing at least two commissioners from each county shall be present.

4. FAIRGROUNDS DEPARTMENT. The counties hereby establish a Fairgrounds Department for the purpose of managing and supervising the day to day operation of the fairgrounds.

5. FAIR AND FAIRGROUNDS FUNDS. The Counties shall establish two funds which shall provide for the operation of the bi-county fair and the maintenance and operation of the fairgrounds for activities other than the bi-county fair. These funds shall be administered and managed by the Franklin County Treasurer and Auditor.

a. <u>FAIRGROUNDS FUND</u>. Franklin county shall establish a

cumulative revolving fund for the maintenance and operation of the Fairgrounds to be named the "Fairgrounds Fund" and to be administered and managed by the Franklin County Treasurer and Auditor. Each county shall deposit the $5,000 into this fund upon execution of this joint resolution. This fund shall be authorized to accept donations, revenue from the State of Washington, net income from the operation of the bi-county fair, all other income from the operation of the fairgrounds, future contributions by each county and income from other sources as may be approved by majority vote of each of the Boards of the County Commissioners for Benton and Franklin Counties. This fund shall be used solely for the purpose of maintenance and operation of the fairgrounds. All expenses for the maintenance and operation of the fairgrounds are to be paid from this fund. All interest attributable to the fund shall be deposited in the fund.

All contracts entered into for the purpose of maintaining and operating the fairgrounds shall be in the name of the vendor and of Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fairground activities.

b. FAIR FUND. Franklin county shall establish a cumulative revolving fund for the maintenance and operation of the bi-county fair to be named the "Fair Fund" and to be administered and managed by the Franklin County Treasurer and Auditor. The approximately $75,000 now due the counties from the proceeds of parimutual racing taxes shall be deposited in this fund. All

income received by the counties during the term of this agreement from parimutual racing taxes (not including funds known as the "Donahue Fund") shall also be deposited into this fund. This fund shall be authorized to accept donations, revenue from the State of Washington, whether from parimutual betting taxes or other sources, all income from the operation of the bi-county fair, future contributions by each county and income from other sources as may be approved by majority vote of each of the Boards of the County Commissioners for Benton and Franklin Counties. This fund shall be used solely for the purpose of operation of the annual bi-county fair. All income from the operation of bi-county fair shall be deposited in this fund. All expenses for the operation of the bi-county fair are to be paid from this fund. All interest attributable to the fund shall be deposited in the fund. All contracts entered into for the purpose of operating the fair shall be in the name of the vendor and of Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fair activities. Net income from this fund may be transferred to the Fairgrounds Fund for expenditure for fairgrounds operation, maintenance and capital improvements.

c. All proceeds from the operation of the city parking lot shall be paid daily to the Benton County Treasurer for deposit in the Fairgrounds Parking Lot Fund (No. 113-103) for the use pursuant to Benton County's lease with the City of Kennewick.

6. PROFITS AND LOSSES. Profits and losses from the operation of the fairgrounds and the Benton-Franklin County Fair shall be

apportioned as follows:

a. Any losses incurred in the operation of the fairgrounds and the bi-county fair shall be shared equally one-half by Benton County and one-half by Franklin County. In the event of any annual loss, each county's loan or contribution required by this joint resolution to cover said loss shall be paid to the Franklin County Treasurer for deposit in the appropriate revolving fund no later than January 20, of the year following the loss.

b. Net income is to be paid to the counties to the extent of any contribution into the revolving funds. Any excess net income after repayment of all contributions, plus interest (which shall accrue from the date of the contribution and shall be at the judgment rate existing at the time of the contribution), is to be retained in the revolving funds. Upon termination of this agreement any funds remaining in either revolving fund shall be distributed equally between the counties.

7. CAPITAL IMPROVEMENTS. No capital improvements shall be constructed on or at the fairgrounds without the prior approval of both Boards of County Commissioners. As part of any approval for the construction of capital improvements at or on the fairgrounds both boards of county commissioners must determine the manner in which the value of the improvement will be shared by the counties upon termination of this agreement, including any extension. Any capital improvement constructed using grant funds shall not be limited by the foregoing provision; EXCEPT, both boards must approve any capital improvement even if constructed with grant funds. Neither Benton County nor Franklin County

shall voluntarily place nor involuntarily allow to be placed any lien on the Fairgrounds property during the term of this agreement.

8. TERM.

a. The term of this agreement shall be from January 1, 1988, until January 31, 1993.

b. The parties recognize that Benton County has had sole operation of the fairgrounds through the date of execution of this document. Franklin County shall have the right to review and reject any and all existing contracts for use of the fairgrounds. Any contract rejected by Franklin County shall remain the sole obligation.n of Benton County. On any contract so rejected, Benton County shall be obligated for any loss, shall receive any profit and shall have the right to use the fairgrounds without charge for the event. Benton County shall provide a complete copy of all contracts within 15 days of the execution of this resolution. Any contract not rejected within 20 days by Franklin County shall be deemed to have been accepted. Any contract not disclosed by Benton County which results in a loss shall be the sole obligation of Benton County. Any contract not disclosed by Benton County and resulting in a net profit shall become part of this agreement and the profit shall be deposited as set forth in this resolution.

DATED this 1st day of March, 1988.

BENTON COUNTY, WASHINGTON

R. E. Isaacson
Chairman

FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Member

Member

Constituting the Board of
County Commissioners

ATTEST:
Clerk of the Board

Member

Member

Constituting the Board of
County Commissioners

ATTEST:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 2, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

9:00 a.m. The Board met with Nancy Caldwell, Human Services. After reviewing the Board approved and signed Joint Resolution 88-17 for the Transfer of $26,615.31 from the Mental Health/Mental Retardation Pooling Fund #108-101 and depositing $11,234.38 to the Mental Health Pooling Fund, #123-101, and $15,380.93 to the Developmental Disabilities Fund, #122-101. A copy of this Resolution is attached as a Exhibit A.

9:20 a.m. The Board met with Mr. Al Haymaker. Mr. Haymaker hand delivered a letter requesting the county to provide access road to his private property in the Ringold slide area. Mr. Mathews advised that a tour was taken of this area with the Bureau of Reclamation. The slide was still active. At this point in time Mr. Mathews did not feel it would possible but would look into it.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the Agreement for Traffic Enforcement Position, attached as Exhibit B. The Board approved and signed as presented. The Road Departments progress report was presented. At present there are no major programs.

Mr. Mathews stated the Franklin Counties members for 1988 to the Fair Advisory Board would be Ken Miller and Valoria Loveland.

Mr. Miller made a motion not to join Claude Oliver in a law suit against the Department of Energy concerning the closing of the N-Reactor. Mr. Whitemarsh seconded the motion. The motion passed unanimously.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe requested a public hearing . Mr. Boothe advised there would be a meeting 9:30 a.m., March 3, 1988 at the PUD building for elected officials and key people concerning the census. Mr. Boothe would attend as Franklin County's representative. Mr. Boothe advised the Short Plat #87-07/Conditions of Approval - Fire Hydrant had not been met. A letter would be sent reminding the party of this condition before an occupancy permit would be issued.

The Board met with Doug Loree, Juvenile Justice Center. Mr. Loree presented joint resolutions for the Justice Center's budget. Joint Resolutions 88-18, 88-19, and 88-

20 were approved and signed by the Board. Joint Resolution No. 88-18, attached as Exhibit C, requested Supplemental Appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 171, 527.100.8701, Governor's Juvenile Justice Grant in the amount of $3,615. Joint Resolution 88-19, attached as Exhibit D, requested Supplemental Appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department of 173, Community Commitment, in the amount of $67,780. Joint Resolution 88-20, attached as Exhibit E, requested Supplemental Appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 175, Consolidated Juvenile Services in the amount of $151,789.

The Board approved County Road Voucher, warrant number 6846, in the amount of $34.38.

There being no further business this meeting was adjourned until March 7, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Ken Mills
Member

Bruce A. Whitemarsh
Member

Attest:

D. McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88,074

FRANKLIN COUNTY RESOLUTION NO. 88-17

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF $26,615.31 FROM THE MENTAL HEALTH/ MENTAL RETARDATION POOLING FUND #108-101 AND DEPOSITING $11,234.38 TO THE MENTAL HEALTH POOLING FUND, #123-101, AND $15,380.93 TO THE DEVELOPMENTAL DISABILITIES FUND, #122-101

WHEREAS, Nancy Caldwell, Director of Human Services, has requested a transfer of funds from the Mental Health/Mental Retardation Pooling Fund in an amount equalling $26,615.31, with $11,234.38 of this amount to be deposited to the Mental Health Pooling Fund, and the remaining $15,380.93 to be deposited to the Developmental Disabilities Fund, and

WHEREAS, the Boards of Benton and Franklin County Commissioners have approved of said transfer by issue of voucher for the purpose of accommodating administrative costs in Mental Health and Developmental Disabilities, and reimbursing for program expenditure costs in Developmental Disabilities for the period period of October 1, 1987 through December 31, 1987 (4th Quarter), and, further, approved of the allocation of these funds by code in the Mental Health Pooling Fund and the Developmental Disabilities Pooling Fund budgets, NOW, THEREFORE,

BE IT RESOLVED that the Benton County Treasurer is hereby requested to transfer by issue of voucher $26,615.31 from the Benton County Mental Health/Mental Retardation Pooling Fund, Fund No. 108-101 as follows: $11,234.38 to the Benton County Mental Health Fund No. 123-101 and $15,380.93 to the Benton County Developmental Disabilities Fund No. 122-101.

DATED this 7th day of March, 1988, in Prosser, Washington.

R.E. Isaacson
Chairman

Attest: Joan Hewitt
Clerk of the Board

Robert F. Drake
Member

Ron Lowe
Member

DATED this 2nd day of March, 1988, in Pasco, Washington.

Harold N. Mathews
Chairman

Attest: Dale McLaughlin
Clerk of the Board

Bruce D. Whitemarsh
Member

Ken Miller
Member

AGREEMENT FOR TRAFFIC ENFORCEMENT POSITION

Cooperative Position with Franklin County Sheriff's
and
Franklin County Highway Departments

1. Primary duties of the position would be traffic enforcement on the County road system. Other areas of enforcement would include sprinklers/water on roads, weight restriction, traffic enforcement in construction and maintenance zones, over width/weight, and vandalism/damage to County's road system. The position would be available when a situation required his immediate response, i.e. crime in progress, other deputy needing assistance.

2. The position would be funded for only one year by the Highway Department. Funding would include all salary, overtime, benefits, and training for one deputy; the purchase and operating cost of a vehicle; and the purchase of a radar unit. The vehicle and radar unit would belong and remain with the Sheriff's Office. The deputy would generate enough revenue through traffic tickets, etc., to fund the position next year.

<u>Cost Breakdown for the Position</u>

Salary and Benefits	$30,000
Overtime	$ 1,000
Vehicle	$13,000
Operating Cost of Vehicle	$ 4,000
Radar Unit	$ 1,500
Training	$ 500

3. The deputy would work for the Sheriff's Office and be assigned to the Highway Department for the first year.

4. This agreement will become effective April 4, 1988 and will be in effect for one year.

In witness whereof, the parties hereto have set their hands this 2nd day of March, 1986.

BOARD OF FRANKLIN
COUNTY COMMISSIONERS

Harold Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

FRANKLIN COUNTY SHERIFF

Richard W. Lathim

FRANKLIN COUNTY ENGINEER

Bruce A. Gilkeson, P.E.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-061

FRANKLIN COUNTY RESOLUTION NO. 88-18

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 171, 527.100.8701, GOVERNOR'S JUVENILE JUSTICE GRANT IN THE AMOUNT OF $3,615

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Juvenile Justice Planning Grant of $3,615 from the Department of Social and Health Services covering a period of March 1, 1987 through February 29, 1988, and,

WHEREAS, $3,615 of the grant will be expended from January 1, 1988 through February 29, 1988; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests in that said expenditures will enhance the planning, coordination and development of programs serving the needs of bi-county youth; NOW THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $3,615 be approved for the Juvenile Justicie Planning Grant, Fund #115101, Deptartment 171, Code 527.100.8701 as more fully described in Exhibit A attached hereto;

DATED this 2nd day of ~~February~~ March, 1988.

R.E. Isaacson
Chairman

Robert F. Funke
Member

Ron Tom
Member

ATTEST:

Joan Deinty
Clerk of the Board

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

DATED at Pasco, Washington, this 2nd day of ~~February~~ March, 1988.

Harold Mathews
Chairman

Member

Bruce D. Whitmarsh
Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree

Exhibit A

BENTON/FRANKLIN JUVENILE JUSTICE CENTER
JUVENILE JUSTIC PLANNING GRANT
JANUARY 1, 1988 THROUGH FEBRUARY 29, 1988
BUDGET

	Supplement
527.100.8701 - Juvenile Planning Committee	$3,615
EXPENSES	
Salaries	
171-1625 Coordinator	618
171-1626 Secretary-Part-time	405
Total Salaries	1,023
Employees Benefits	
171-2101 Industrial Insurance	346
171-2102 Social Security	342
Total Employee Benefits	688
Other Expenses	
171-3101 Supplies	480
171-4196 Indirect Costs	348
171-4201 Postage	20
171-4202 Telephone	20
171-4301 Travel	856
171-4401 Advertising	180
Total Other Expenses	1,904
TOTAL EXPENSES	3,615

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-062

FRANKLIN COUNTY RESOLUTION NO. 88-19.

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 173, COMMUNITY COMMITMENT, IN THE AMOUNT OF $67,780

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Consolidated Juvenile Services Grant of $737,960 from the Department of Social and Health Services covering a period of July 1, 1987 through June 30, 1989, and,

WHEREAS, $67,780 of the grant will be expended from January 1, 1988 through June 30, 1988; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests since said appropriation will authorize the expenditure of grant funds received from the State of Washington for the provision of juvenile services above and beyond the levels provided by local funding; NOW, THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $67,780 be approved for the Consolidated Juvenile Services, Fund #115101, Deptartment 173, as more fully described in Exhibit A attached hereto;

DATED this 2nd. day of ~~February~~ March, 1988.

R. E. Isaacson
Chairman

Robert F. Drake
Member

Ron Lowe
Member

ATTEST:

Joan Hewitt
Clerk of the Board

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

DATED at Pasco, Washington, this 2nd day of ~~February~~ March, 1988.

Harold McMahon
Chairman

Ken Mills
Member

Bruce A. Whitehead
Member

ATTEST:

Neil McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree

BENTON/FRANKLIN JUVENILE JUSTICE CENTER
COMMUNITY COMMITMENT
JANUARY 1, THROUGH JUNE 30, 1988
BUDGET

		Supplement
527-6	Community Commitment Grant	$67,780
EXPENSES		
Salaries		
73-1648	Counselor-Detention	9,367
1649	Counselor-Detention	8,898
1650	Counselor-Probation	4,929
1664	Coordinator	13,218
1905	Temporary Detention Help	1,500
	Total Salaries	37,912
Employee Benefits		
73-2101	Industrial Insurance	1,045
2102	Social Security	2,711
2103	Medical	1,909
2104	Retirement	2,335
2109	Unpaid Leave	379
	Total Employee Benefits	8,379
	Total Salaries and Benefits	46,291
Other Expenses		
73-4102	Contract Services	10,000
73-4103	Professional Services	6,489
73-4301	Travel	5,000
	Total Other Expenses	21,489
	Total Expenses	$67,780

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-063

FRANKLIN COUNTY RESOLUTION NO. 88-20

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 175, CONSOLIDATED JUVENILE SERVICES IN THE AMOUNT OF $151,789

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Consolidated Juvenile Services Grant of $737,960 from the Department of Social and Health Services covering a period of July 1, 1987 through June 30, 1989, and,

WHEREAS, $151,789 of the grant will be expended from January 1, 1988 through June 30, 1988; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests since said appropriation will authorize the expenditure of grant funds received from the State of Washington for the provision of juvenile services above and beyond the levels provided by local funding; NOW, THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $151,789 be approved for the Consolidated Juvenile Services, Fund #115101, Deptartment 175, as more fully described in Exhibit A attached hereto;

DATED this 2nd day of ~~February~~ March, 1988.

A. E. Isaacson
Chairman

Robert J. Parks
Member

Ron Tom
Member

ATTEST:

Joan Deitz
Clerk of the Board

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

DATED at Pasco, Washington, this 2nd day of ~~February~~ March, 1988.

Harold M. Mathews
Chairman

Ken Mills
Member

Bruce M. Whitemarsh
Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree

BENTON/FRANKLIN JUVENILE JUSTICE CENTER
CONSOLIDATED JUVENILE SERVICES
JANUARY 1, THROUGH JUNE 30, 1988
BUDGET

		Supplement
527-4	Consolidated Juvenile Services Grant	$151,789
EXPENSES		
Salaries		
75-1663	Business Manager	11,900
1665	Secretary-Probation	10,763
1666	Supervisor-Probation	17,467
1667	Counselor-Probation	2,075
1668	Counselor-Probation	9,890
1669	Counselor-Probation	10,675
1670	Counselor-Probation	8,324
1650	Counselor-Probation	4,929
1672	Secretary-Diagnostic	4,896
1673	Coordinator-Diagnostic	13,938
1906	Extra Clerical	1,500
	Total Salaries	96,357
Employee Benefits		
75-2101	Industrial Insurance	963
2102	Social Security	6,890
2103	Medical	5,725
2104	Retirement	5,936
2109	Unpaid Leave	964
	Total Employee Benefits	20,478
	Total Salaries and Benefits	116,835
Other Expenses		
75-3101	Supplies	2,502
75-3201	Vehicle Fuel	750
75-4102	Contract Services	9,650
75-4103	Professional Services	7,583
75-4201	Postage	750
75-4202	Telephone	5,000
75-4301	Travel	3,000
75-4510	Rental-Postage Meter	614
75-4601	Insurance and Bonds	1,500
75-4802	Vehicle Repair	605
75-4905	Training	3,000
	Total Other Expenses	34,954
	Total Expenses	$151,789

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Diane McLaughlin, Clerk of the Board.

The Board approved for payment the following vouchers: Current Expense, Warrant Numbers 21850-21853 - $3,600.51; Sheriff's Narcotic, Warrant Numbers 210-213 - $4,627.38; Soldiers & Sailor, Warrant Numbers 244-248 - $2,204.52; Law Library, Warrant Numbers 210-212 - $4,627.38; Alcoholism, Warrant Number 7 - $55.93; Benton-Franklin Mental Health, Warrant No. 9 - $180.21.

The Board approved and signed two amendments to the Comprehensive Alcohol Program. These amendments would separate the contract into two contracts. Copies of these contracts will be attached after all parties have signed.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. The Board approved for payment Vouchers for County Road in the amount of $40,747.76 and MV & Public Works-Equipment Fund in the amount of $9,784.20. Mr. Gilkeson presented for signature a Call for Bids, Exhibit A, for two new 1988 mid-size pickup trucks. Sealed bids will be received until 10:00 a.m. Wednesday, March 23, 1988. A Boundary Line Road Management agreement between Adams County and Franklin County was presented. Mr. Miller made the motion to approve as presented. Mr. Mathews seconded. Approval was unanimous. The agreement was signed by the Board.

11:00 a.m. A public hearing was held on the application, file # SP-001-88, by Ed Ray, 4114 West Riverhaven, Pasco, Washington, for approval to subdivide (short plat) 105 acres into two parcels. The Planning Commission recommended approval with five conditions. The Board approved the application with the five conditions. Resolution 88-21, attached as Exhibit B, was signed by Mr. Mathews and Mr. Miller. Mr. Whitemarsh, in Washington D.C. on business, was absent.

Mr. Boothe had attended a census meeting on March 3, 1988. He advised officials were requested to issue a Proclamation proclaiming March 20, 1988 as Census Day. The Board approved and a proclamation, Exhibit C, was signed.

Mr. Boothe requested public hearings with the Commissioners on March 21st, 1988 regarding the application by Hille-Kimp Spray Service, Inc. for a conditional use permit for an airstrip for spraying agricultural chemicals and an application for zone change by John Daugharty, 11232 Pasco Kahlotus Road, Pasco, WA. The public hearing date was approved.

The Board met with representatives from Sahlberg Equipment Inc. The representatives had questions concerning the chip spreader bid. They were advised by the Board that

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 7, 1988

any information concerning their product should be presented to the Engineer who had a better understanding of what was needed in the Road Department.

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 21462 - 22060, Both Inclusive -	$318,802.12
COUNTY ROAD	- Warrant Numbers 6712 - 6892, Both Inclusive -	142,784.37
EQUIPMENT RENTAL	- Warrant Numbers 4112 - 4231, Both Inclusive -	46,058.07
LAW LIBRARY	- Warrant Numbers 210 - 213, Both Inclusive -	4,627.38
REVENUE SHARING	- None	
SOLDIERS/SAILORS	- Warrant Numbers 240 -248, Both Inclusive -	3,165.30
SHERIFF'S NARCOT	- Warrant Numbers 52 - 60, Both Inclusive -	1,164.16
JAIL COMMISSARY	- Warrant Numbers 171 - 176, Both Inclusive -	1,701.22
ALCOHOLISM 2%	- Warrant Number 7 -	55.95
MENTAL HEALTH	- Warrant Number 9 -	180.21

The official meeting date was extended to include a 7:00 p.m. meeting tonight with the Fair Board and the Fair Association and Rodeo. The minutes of this meeting are included in Benton County Board of Commissioners minutes for March 7, 1988. A motion was made and seconded by the Fair Board to accept the verbal, rough draft form of the contract between the counties and the Fair and Rodeo Association. The Fair Association also had a motion and seconded to approve the rough draft. This draft will be sent to the prosecuting attorney for legal clarification. The final contract will be signed by the Fair Grounds Board and the Fair Association after it has been prepared and reviewed.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 9, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Malone
Chairman

Member

Member

Attest:

D. M. McLaughlin
Clerk of the Board

CALL FOR BIDS
FRANKLIN COUNTY
MID-SIZE PICKUP TRUCKS

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., Wednesday, March 23, 1988, at which time they will be opened and read for the purchase of the following:

Two (2) New 1988 Mid-Size Pickup Trucks

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 7th day of March, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-21

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 001-88 **APPLICANT:** ED RAY

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of ED RAY and has recommended **APPROVAL/~~DENIAL~~** of the preliminary short plat (subject to the following conditions) ~~(for the following reasons)~~:

SEE ATTACHED

_____, and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 7th **DAY OF** March, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. MacKenzie
Chairman

K. Mills
Member

Attest:

Don McLaughlin
Clerk of the Board

_____
Member

CONDITIONS OF APPROVAL - SHORT PLAT FILE # S.P. 001-88 - ED RAY

1. Notations be placed on the final short plat as required by the Health Department as per their letter dated 2-16-88.

2. Correct "Road 68" to read "North Road 68."

3. Show the 30 feet along North Road 68 as dedicated County Road right-of-way.

4. Access permits are required for access onto North Road 68.

5. The applicant's surveyor contact the County Engineer's office regarding survey data for the farm unit being short platted.

PROCLAMATION

"CENSUS DAY"

MARCH 20, 1988

WHEREAS, the 1988 Census of Population and Housing will be conducted beginning on March 20, 1988; and

WHEREAS, the residents of Franklin County are to be enumerated in this census; and

WHEREAS, the information collected in the census serves many useful purposes, among which are measurement of the economic well-being of the community and its inhabitants, determination of future needs for public services, and numerous other useful purposes; and

WHEREAS, the accuracy and completeness of the census for Franklin County will determine its population ranking among other communities of the country;

NOW, THEREFORE, the Board of County Commissioners of Franklin County, Washington, do hereby proclaim March 20, 1988 as:

"CENSUS DAY"

in Franklin County, and urge and implore all residents to cooperate fully during the month of March with those who are charged with the responsibility of this most important work.

DATED AT PASCO, WASHINGTON, THIS 7th DAY OF MARCH, 1988.

Harold Mathews

Harold Mathews, Chairman
Board of County Commissioners
Franklin County, Washington

west along Wine County Road toward the Benton/Yakima County Line. Those present to show their support included Clarence M. Rincker, Roberta R. Rincker, Lois Lyon, Gordon M. Flint, Mary Juzeler, Mike Lyon, Larry Anderson, Virgina Evans, Garold Sadd Kay Drake, Tyler R. Evans, Fred Lamb, Walt Titus, Cormac Thompson, Jr., Doug Himsl, Jan Smith, Jay Chapman, Bev Garvey, Mack Brown, Jim Milne, Robert Evans Jr., Helen Carrell, Dwight Halstead, Robert White, Candy Andrews, Earl Gasoway, Tom Denchel, Will Gerlitz, Mr. and Mrs. Homer Moulthrop, Wally Hall, Duke Pappenheim, Maxine VandeGraff, Rita Blunk, Tom Denchel, Jr., and Dr. Loyd Waite.

Ms. Lyon briefed those present of the proposed plan and said the pathway, which is a State Centennial Project, will be used by walkers, joggers, bikers and others who may eventually be joined by horse riders. Ms. Rita Blunk, of the Lower Valley Trails and Recreational Pathway Foundation and Rails and Trails Conservancy of Washington State described other similar trai in the state and voiced her support of the project.

Mr. Homer Moulthrop, representing the Tri-Cities Chapter of the American Association of Retired Persons, read into the recor a letter from the Benton-Franklin Riverfront Trailway and Bridge Committee commending the Benton County Commissioners for th consideration of providing funds to build the proposed two miles of paved path for biking and hiking in the vicinity of Pros

Chairman Isaacson read into the record a letter from the Commissioners to the City of Prosser indicating the Commissioners' intent to fund the project for $55,000 to $60,000 and agreed that the path should go as far west as the bike path funds will allow.

The Chairman closed the public hearing at 2:40 P.M.

Commissioner Jones then moved that the Board sign the letter to the City of Prosser. Commissioner Drake seconded the motion The vote was unanimous that the letter be signed by all Commissioners,

The meeting was recessed from 2:40 P.M. until 3:00 P.M.

Nancy Caldwell, Director of Human Services, met with the Board at 3:00 P.M. A joint resolution was approved transferring $26,615.31 from the Mental Health/Mental Retardation Pooling Fund #108-101 and depositing $11,234.38 to the Mental Health Pooling Fund, #123-101, and $15,380.93 to the Developmental Disabilities Fund, #122-101.

The Chairman continued the regular meeting until 7:00 P.M. this evening when Benton County Commissioners, Franklin County Commissioners, and Fair Association Board members are to meet and review the Contract Agreement for Benton-Franklin Fair and Rodeo.

The Board continued in workshop session and Nancy Caldwell reviewed departmental head discussions.

Ms. Hileman reviewed correspondence from 4:15 P.M. until 5:00 P.M.

The following resolutions were signed:

RES. # 88 065 IN THE MATTER OF COUNTY ROADS RE: WIDENING AND ASPHALT CONCRETE OVERLAY ON BOWLES ROAD BETWEEN S. OAK STREET AND CHEMICAL DRIVE: AUTHORIZING APPLICATION FOR FEDERAL AID URBAN FUNDS FOR SAME.

RES. # 88 066 IN THE MATTER OF COUNTY ROADS RE: DAGUE ROAD GRADE CROSSING AT BURLINGTON NORTHERN RAILROAD AT RAILROAD M.P. 227.46, ADJUSTING FEDERAL AND RAILWAY-HIGHWAY GRADE CROSSING FUNDS FOR CONSTRUCTION

RES. # 88 067 IN THE MATTER OF COUNTY ROADS RE: CLOSURE OF A PORTION OF PIONEER ROAD

RES. # 88 068 IN THE MATTER OF COUNTY FUNDS RE: AN INTERFUND LOAN FROM THE BENTON COUNTY CURRENT EXPENSE FUND TO THE BENTON COUNTY SHERIFF'S DEPARTMENT CAPITAL IMPROVEMENT FUND

RES. # 88 069 IN THE MATTER OF BENTON COUNTY PERSONAL PROPERTY INVENTORY

RES. # 88 070 IN THE MATTER OF COUNTY CLAIMS RE: CLAIM AGAINST BENTON COUNTY FILED BY KENDALL G. UNDERWOOD, CC 88-11

RES. # 88 071 IN THE MATTER OF COUNTY CLAIMS RE: CLAIM AGAINST BENTON COUNTY FILED BY CHARLENE M. FANSLER, CC 88-12

RES. # 88 072 IN THE MATTER OF TRANSFER OF FUNDS RE: TRANSFER OF RESIDUAL EQUITY MONIES IN THE COURTHOUSE CONSTRUCTION FUND, FUND NO. 0317-102, TO THE FACILITIES RESERVE FUND, FUND NO. 0118-101

RES. # 88 073 IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 171, 527.100.8701, GOVERNOR'S JUVENILE JUSTICE GRANT IN THE AMOUNT OF $3,657

RES. # 88 074 IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF $26,615.31 FROM THE MENTAL HEALTH/MENTAL RETARDATION POOLING FUND #108-101 AND DEPOSITING $11,234.38 TO THE MENTAL HEALTH POOLING FUND, #123-101, and $15,380.93 TO THE DEVELOPMENTAL DISABILITIES FUND, #122-101.

Regular meeting continued until 7:00 P.M. this date at Benton-Franklin Fairgrounds.

Joan Heintz
Clerk to the Board

R. E. Isaacson
Chairman, Board of Benton County Commissioners

A continued meeting of the Benton County Commissioners was held at the Benton-Franklin County Fairgrounds at 7:15 P.M. on March 7, 1988. Present were Benton County Commissioners Ray Isaacson, Ron Jones and Robert Drake, and Franklin County Commissioners Harold Mathews and Ken Miller. Commissioner Bruce Whitemarsh was in Washington, D. C. Also present were Fair/Fair Board members including President Jerry Patheal, Secretary Mary Richmond, Neil Stephens, Harvey Underwood, Kathy Cargill Charles L. Pease, Gale Easterday, Dennis Moore, Bill Beck, Sharon Wilson Meeca, and Chuck Eliason. Also present were Fairgrounds Director Ted Martin and Joan Heintz, Clerk to the Board of Benton County Commissioners. Members of the news media also were present.

Harold Mathews, Chairman of the Franklin County Commissioners, opened the meeting.

President Jerry Patheal asked Mary Richmond to read the Contract Agreement for the Benton-Franklin Fair and Rodeo. Mrs. Richmond read through the entire draft and when it was deemed necessary modifications to the Agreement were discussed and agreed upon before proceeding to another paragraph.

All changes in the draft were noted by the Clerk and on record in the Benton County Commissioners' office.

After all modifications had been made and agreed upon by all parties, Commissioner Drake moved that Benton County accept the Contract and Agreement with the Benton-Franklin Fair and Rodeo with the minor changes that have been addressed here tonight. Commissioner Jones moved that the motion be accepted after the corrections are made and after being approved by the respective Prosecuting Attorneys. Vote was taken and all Commissioners present were in favor of the motion.

Mr. Neil Stephens of the Fair Board moved that the Fair Association accept this contract as hereto written and agreed upon with the changes that were made tonight. Harvey Underwood seconded the motion. All present from the Fair Association voted in favor of the motion.

The meeting was adjourned at 8:20 P.M.

Joan Heintz
Clerk of the Board

R.E. Isaacson
Chairman, Board of Benton County Commissioners

The Board of Benton County Commissioners met in the Commissioners' Room, Benton County Courthouse, Prosser, Washington, on March 14, 1988, at 9:13 A.M. Those present were Chairman Ray Isaacson and Robert Drake and Ron Jones, Members. Also present were Donna Hileman, Administrative Assistant, Nancy Caldwell, Director of Human Services, Susan Tanska, Facilities Director, and Joan Heintz, Clerk to the Board.

During the workshop session Ms. Caldwell reported on the lack of maintenance at the Detox Center in Franklin County. She indicated there were funds available for maintenance in the bi-county center, but that no one had taken the initiative to do the work. Ms. Caldwell said she would prepare a list of the needed repairs.

Ms. Caldwell also briefed the Board regarding a resolution on the consent agenda.

Ms. Hileman, Administrative Assistant, briefed the Board on correspondence received from 9:32 A.M. until 9:45 A.M.

Chairman Isaacson called the regular meeting to order at 10:07 A.M. Present, other than those mentioned above, were Kay Bacca, Clerk, Treasurer Claude Oliver, and Dennis Skeate, Engineer.

Commissioner Jones moved that the minutes of the March 7 meeting be approved with minor corrections. Commissioner Drake seconded the motion. Motion approved unanimously.

Commissioner Jones moved that all items on the consent agenda be approved. Commissioner Drake seconded the motion. Motion approved unanimously. The Board then signed the following documents: (1) resolution authorizing Chairman of the Board to execute an agreement with Benton County Weed District for control of noxious weeds within the District for 1988; (2) resolution authorizing Engineering to proceed with the ERR purchase of asphalt materials for 1988; (3) resolution awarding the business of supplying Benton County Road Department with petroleum products to Tri-City Oil Company, Kennewick; (4) resolution authorizing the Chairman to sign Amendment to the Agreement for Developmental Disabilities Services between Benton and Franklin Counties, and the Division of Developmental Disabilities, Contract No. 2490-62046(2).

Four voucher approvals were signed by the Board as follows: Drawpays - Fair - Warrants Nos. 6020-6023 - $1,378

Vendor payments: Election Reserve - Warrants Nos. 79-315 - $7,203.70

Drawpays: Current Expense - Warrants Nos. 11096-11195 - $28,436; Road - Warrants Nos. 7036-7058 - $9,755; Park - Warrants Nos. 6184-6187 - $1,340; Juvenile - Warrants Nos. 7046-7054 - $2,350; Emergency Management - Warrant No. 6074 - $300; Equipment Rental - Warrants Nos. 6242-6248 - $1,994; Central Services - Warrants Nos. 6166-6170 - $1,410.89; and Benton-Franklin Health - Warrants Nos. 7182-7211 - $11,895. Grand total: $57,480.89

Payroll Deductions: Current Expense - Warrants Nos. 712-748 - $238,438.50; Road - Warrants Nos. 152-179 - $42,114.66; Park - Warrants Nos. 73-95 - $10,262.77; Election Reserve - Warrants Nos. 63-78 - $1,693.43; Treas. O & M - Warrants Nos. 25-36 - $702.30; Fair - Warrants Nos. 39-50 - $3,620.44; Juvenile - Warrants Nos. 153-175 - $40,766.91; Crime Victim Comp. - Warrants Nos. 17-23 - $321.62; Emergency Management - Warrants Nos. 48-63 - $3,373.51; Equipment Rental - Warrants Nos. 173-191 - $9,506.54; and Central Services - Warrants Nos. 81-99 - $7,492.76. Grand total: $358,293.44

A lawsuit was filed by Montie C. Banks alleging prisoner's civil rights were violated.

A lawsuit was filed by Robert B. Keene, Jr., against Claude L. Oliver, in his official capacity as Benton County Treasurer, alleging public records were refused to be made available upon request.

Ms. Hileman informed the Board that the Engineer's office had completed the Litter Control and Recycling Grant application dated March 14; that the total project cost was $125,030 and the grant amount was $100,024. Commissioner Jones moved that the application for the grant be approved. Commissioner Drake seconded the motion. Vote was unanimous in favor of applying for the grant. Chairman Isaacson then affixed his signature to the application.

At 10:23 A.M. Kay Bacca, Clerk, met with the Board to ask that her newly appointed Administrative Assistant be placed on the salary schedule at a Grade 6 level, which will make her salary consistent with all other Administrative Assistant levels. Commissioner Jones so moved, and Commissioner Drake seconded. Motion approved unanimously.

At 10 30 A.M. the Chairman opened the public hearing on the Supplemental Appropriation to the 1988 Current Expense Fund budget, Dept. 106, for an amount of $4,520. Ms. Bacca reminded the Board the request was made to resolve grievances with the County Clerk's office prior to December 31, 1986. No one from the public was present, and no written testimony was received in favor or in opposition to the proposed supplement. The Chairman closed the public hearing.

Commissioner Drake moved that the supplemental appropriation to the Benton County Clerk's budget, Dept. 106, in the amount of $4,520 be approved. Commissioner Jones seconded the motion. Motion approved unanimously. The Board then signed the resolution.

Ms. Hileman was directed by the Board to contact Mary Sacre of Washington Counties Insurance Fund and ask for an extension of time regarding group long-term disability plan offered to courthouse employees.

Ted Martin, Fairgrounds Director, met briefly with the Board and said the employees of the Fairgrounds would prefer to be included in the benefits program that Benton County has.

At 10:40 A.M. Terry Marden, Planning Director, met with the Board regarding adoption of a fee schedule for the Benton County Planning Department. Marden's recommendation to the Board was for a flat fee of $100 that would cover at least a portion of the costs associated with the application process for the Subdivision Alteration Application, the Subdivision Vacation application and for the Short Plat Vacation Application.

Discussion then revolved around the amount recommended. Commissioner Jones said he would prefer a broader definition of the $100 and felt the fee charged should just cover expenses. Marden explained the difficulties if those procedures were to be followed; i.e., refunding of monies, deposit requirements, etc. Chairman Isaacson said he felt $100 was a reasonable fee. Commission Drake then moved for discussion purposes that the fee be established at $100 respectfully for each of the above applications. Chairman Isaacson seconded the motion. Commissioner Jones reiterated that he felt the fee should be the actual cost. Vote was taken and was unanimous in favor of the $100 fee. The resolution setting fees was then signed by all three Commissioners.

Mr. Marden told the Board he would evaluate the fees at a later date and, if it is determined they are too high, the fee can be reduced.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 9, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. General discussion was held on the road conditions caused by careless use of tractors hitting the road and tearing the road, I-182 turn-about; and Burr Canyon Project.

The Board reviewed vouchers, warrant numbers 1-44 in the amount of $9,069.92 for the Juvenile Center.

A request for joint resolution for the extension of the maintenance agreement for the Juvenile Center Environmental Systems. Mr. Miller entered a motion to approve and sign as presented; seconded by Mr. Whitemarsh. The Board passed unanimously Resolution 88-22. A copy will be attached after all parties have signed.

A resolution was presented to the Board for the adoption of the operation of standards for the Franklin County Correctional Facility. Mr. Whitemarsh made a motion to approve as presented; seconded by Mr. Miller. The Board unanimously passed Resolution 88-23, attached as Exhibit A, Adoption of the Standards of Operation for the Franklin County Correctional Facility.

The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised the violation of Chapter 15, Section 6 of Zoning Ordinance #18-80 had not been corrected. The next step would be taken to clear this matter up.

The Board authorized payment for vouchers for the Health Department, warrant numbers 120-232, in the amount of $32,355.60.

2:00 p.m. The Board met with Ted Martin and Ken Ireland to review the fairground budget and the fair budget proposal.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 14, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 081

FRANKLIN COUNTY RESOLUTION NO. 88-22

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF THE EXTENSION OF MAINTENANCE AGREEMENT FOR JUVENILE CENTER ENVIRONMENTAL SYSTEMS

WHEREAS, the Boards of County Commissioners of Benton and Franklin Counties find the following:

1. The Boards of County Commissioners of Benton and Frnaklin Counties entered into a three year Maintenance Agreement for Building Environmental Systems with Robertshaw Controls Company from April 1, 1985 through March 31, 1988;

2. Such agreement provides for extensions from year to year;

3. Robertshaw is willing to provide the same maintenance services from April 1, 1988 through March 31, 1989 at the same annual cost of $8,656.00; and

4. Robertshaw has provided excellent services under the Agreement; and

5. Pursuant to Benton County Resolution 84-367, it is the policy of Benton County to exempt the purchase of mechanical equipment and controller maintenance services contracts from formal bidding requirements; NOW THEREFORE

BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties hereby approve the extension of the Robertshaw Maintenance Agreement for Building Environmental Systems, No. 34SP85018 from April 1, 1988 to March 31, 1989 for $8,656.00; and

BE IT FURTHER RESOLVED that Benton County shall pay $6,232.32 (72%) and Franklin County shall pay $2,423.68 (28%).

DATED this 16th day of March, 1988.

Chairman

Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

DATED at Pasco Washington, this 9th day of March, 1988.

Chairman

Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Doug Loree, Franklin County Commissioners

RESOLUTION NO. 8823

WHEREAS, the State Legislature in Chapter 462, Laws of 1987 directed the units of local government that own or operate adult correctional to adopt standards for the operation of said facility; and

WHEREAS, the Board of Franklin County Commissioners and the Sheriff of Franklin County have obtained the services of Clifford E. Simonsen, Ph.D. to assist it in preparing such standards; and

WHEREAS, the attached Standards for Operation of the Franklin County Correctional Facility have been reviewed and approved by the Sheriff of Franklin County and the Board of Franklin County Commissioners,

BE IT THEREFORE

RESOLVED that the attached be and the same hereby are adopted as the Standards of Operation for the Franklin County Correctional Facility.

DATED this 9th day of March, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Mills
Member

ATTEST:

D D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 14, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Public Hearing for the Opening of Sealed Bids for the purchase of an Asphalt Distributor was opened by Mr. Mathews. All three commissioners were present. Four bids had been received prior to the 10:00 a.m. deadline. The bids were as follows: Modern Machinery, Spokane, Washington, - Rosco Marc 1, 3208 Cat Engine, Net $100,553.68 with a trade-in value of $3,773 on the 1972 Dodge and trade-in of $1,617 on the 1961 International. They also submitted an alternate bid: Rosco Marc 1 - Ford 210 HP diesel engine, of net $98,936.68 with a trade-in of $3,773 for the 1972 Dodge and $1,617 on the 1961 International. Sahlberg Const. Equip Safety, Spokane, Washington entered a bid on a 1988 Etnyre Sam Jr., 1976 Mack Truck, of $89,859.33 with a trade-in of $5,000 for the Dodge and $500 for the International. They also had two alternate bids: Alternate 1, 1985 Etnyre, Model Sam 3,500 capacity, $80,311 with a trade-in of $5,000 on the Dodge and $500 on the International, and alternate bid 2, new 1986 Bear Cat, 1984 IHC truck, of $76,538 with a trade-in of $5,000 on the Dodge and $500 on the International. Russ Dean Ford submitted two bids: Ford Diesel LN8000 - $90,302.45 with a trade-in of $2,156 on the Dodge and $1,617 on the International, and Cat Diesel, Ford, BC501, $91,110.95 with the same trade-in. Andrews Equipment Service, Spokane, Washington entered two bids: Mack Truck/MS300P Bear Cat BC501, $95,739.34 with a trade-in of $2,000 on the Dodge and $1,500 on the International, and Mack CS250P, BC 501, $87,180.02 with the same trade-in. Public Hearing was continued until 10:00 a.m., March 28, 1988 to allow time for review of all the bids before contract is awarded.

10:25 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the long-term lease for administrative space at the airport from Port of Pasco. The lease has been in effect since 1986 but had never been signed. Mr. Mathews signed as presented. Mr. Mathews also signed the CRAB Annual Certification document as presented.

Resolutions 88-24 and 88-25, Exhibits A and B respectively, were signed for the Juvenile Center. Both dealt with the supplemental appropriation to Fund No. 115101 Dept. 171, 527.100.8701.

11:01 a.m. Mr. Mathews opened the Public Hearing on the Presentation of Finding of Fact on the Pasco Sanitary Landfill CUP87-2. Resolution 88-26 attached as Exhibit C, Findings of Fact and Conclusions, and Resolution 88-27 attached as Exhibit D, Approval

of Conditional Use Permit File #CUP87-2 - Expansion of Landfill Area, were presented. Mr. Whitemarsh moved that both be approved as presented. Mr. Miller second. The board was unanimous in approved the finding of facts and expansion.

Mrs. Caldwell presented contract amendment no. 2490-62046(2) for the Division of Developmental Disabilities. The amendment reconciles the actual work performed by changing statement.

2:02 p.m. Mr. Mathews opened the Public Hearing on the Non (Anti-) Smoking Ordinance or Resolution in County areas and buildings. Present were Mr. Mathews and Mr. Miller. Mr. Mathews read the Ordinance, copy attached as Exhibit E. Mr. Mathews opened the hearing for public testimonies. He did request that if what you are about to say is the same as what someone has already said reference that other person. Speaking in favor of the ordinance: Mr. Bob Boothe, Planning Department, is in support of the ordinance. Sue Hennessy, Director of Group Health of Tri-Cities and Yakima, favored the no smoking policy and commended the commissioners for taking steps in this direction. They have implemented no smoking in their facilities and have had no major problems in implementing a smoke-free environment. Kay Hendrickson strongly supported a smoke-free environment, Exhibit I, attached. Terri Yonts spoke in favor of the no smoking ordinance. No one smokes in the District Court; however, they do share space with the Muncipal Court and jurors who do smoke. They do have people allergic to smoke and it creates problems when there is smoking in this area. Judge Felsted spoke in favor of the smoke-free environment. He personally cannot stand the smell of smoke and does not like having to take the smell home on his clothes because of his children, who have asthma. Procedures would have to be developed for jurors who smoke; this would be done if the smoke-free environment is passed. Those speaking in opposition to the ordinance were asking for a modification on the smoking policy by having designated smoking areas inside the building. They don't feel they should have to go outside in inclement weather to smoke and many of their jobs do not allow them to leave their desk to take a break outside their area. Those speaking in opposition of the total smoke-free environment: Frank Moulton, Gloria Rief, Vikki German, and Kay DeWeber. Beverely Fink mentioned that the Union members at a meeting voted in favor of a smoking ordinance. Copies of letters submitted are attached as Exhibit F-K. Mr. Miller recommended that written testimony be taken the remainder of this week and a decision be rendered 2:00 p.m., March 28, 1988. Mr. Mathews seconded. Mr. Mathews closed the public hearing at 2:36 with a continuation date of March 28, 1988 at 2:00 p.m. when the Commissioners will render their decision.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 14, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 16, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Ken Mills
Member

Bruce Mottman
Member

Attest:

D.O. McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 073

FRANKLIN COUNTY RESOLUTION NO. 88-24

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 171, 527.100.8701, GOVERNOR'S JUVENILE JUSTICE GRANT IN THE AMOUNT OF $3,657

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Juvenile Justice Planning Grant of $3,657 from the Department of Social and Health Services covering a period of March 1, 1988 through February 29, 1989, and,

WHEREAS, $3,657 of the grant will be expended from March 1, 1988 through February 29, 1989;and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests in that said expenditures will enhance the planning, coordination and development of programs serving the needs of bi-county youth; NOW THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $3,657 be approved for the Juvenile Justicie Planning Grant, Fund #115101, Deptartment 171, Code 527.100.8701 as more fully described in Exhibit A attached hereto;

DATED this 7th day of ~~February~~ March, 1988.

Chairman

Member

Member

ATTEST:

Clerk of the Board

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

DATED at Pasco, Washington, this 14 day of ~~February~~ March, 1988.

Chairman

Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree
Rosalind Zengerle

EXHIBIT A

SUPPLEMENTAL BUDGET APPROPRIATION
JUVENILE FUND
JUVENILE JUSTICE PLANNING GRANT
MARCH 1, 1988 THROUGH FEBRUARY 29, 1989
BUDGET

	Supplement
EXPENDITURES	
FUND - 115101 - Juvenile	
DEPARTMENT - 171 Juvenile Operations	
527.100.8701 - Juvenile Planning Committee	$3,657
Salaries	
171-1625 Coordinator	1,750
171-1626 Secretary-Part-time	350
Employees Benefits	
171-2101 Industrial Insurance	80
171-2102 Social Security	403
Other Expenses	
171-3101 Supplies	300
171-4196 Indirect Costs	174
171-4201 Postage	180
171-4202 Telephone	150
171-4301 Travel	200
171-4401 Advertising	70
TOTAL EXPENSES	3,657

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-073

FRANKLIN COUNTY RESOLUTION NO. 88-25

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 171, 527.100.8701; GOVERNOR'S JUVENILE JUSTICE GRANT IN THE AMOUNT OF $3,657

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Juvenile Justice Planning Grant of $3,657 from the Department of Social and Health Services covering a period of March 1, 1988 through February 29, 1989, and,

WHEREAS, $3,657 of the grant will be expended from March 1, 1988 through February 29, 1989;and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests in that said expenditures will enhance the planning, coordination and development of programs serving the needs of bi-county youth; NOW THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $3,657 be approved for the Juvenile Justicie Planning Grant, Fund #115101, Deptartment 171, Code 527.100.8701 as more fully described in Exhibit A attached hereto;

DATED this 7th day of ~~February~~ March 1988.

R. E. Isaacson
Chairman

Robert F. Drake
Member

Ron Lavigne
Member

ATTEST:

Jean Hewitt
Clerk of the Board

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

DATED at Pasco, Washington, this 14 day of ~~February~~ March, 1988.

Harold D. Shuckerow
Chairman

Bruce D. Whitemarsh
Member

Ken Mills
Member

ATTEST:

Constituting the Board of County Commissioners of Franklin County, Washington

Clerk of the Board

cc: Franklin Co. Cmmrs.
Dave Sparks
Doug Loree
Rosalind Zengerle
Marjorie Worden

EXHIBIT A

SUPPLEMENTAL BUDGET APPROPRIATION
JUVENILE FUND
JUVENILE JUSTICE PLANNING GRANT
MARCH 1, 1988 THROUGH FEBRUARY 29, 1989
BUDGET

	Supplement
EXPENDITURES	
FUND - 115101 - Juvenile	
DEPARTMENT - 171 Juvenile Operations	
527.100.8701 - Juvenile Planning Committee	$3,657
Salaries	
171-1625 Coordinator	1,750
171-1626 Secretary-Part-time	350
Employees Benefits	
171-2101 Industrial Insurance	80
171-2102 Social Security	403
Other Expenses	
171-3101 Supplies	300
171-4196 Indirect Costs	174
171-4201 Postage	180
171-4202 Telephone	150
171-4301 Travel	200
171-4401 Advertising	70
TOTAL EXPENSES	3,657

RESOLUTION # 88-26

Findings of Fact and Conclusions

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING - RE: Recommendation of the Franklin County Planning Commission to approve the Conditional Use Permit for the expansion of the Pasco Sanitary Landfill for the purpose of solid waste disposal and the application of sludge.

APPLICANT: Pasco Sanitary Landfill, Inc.
c/o 1040 Merry Lane
Pasco, WA 99301

WHEREAS, Pasco Sanitary Landfill, Inc., did file an application for a Conditional Use Permit for the expansion of the land area for the Pasco Sanitary Landfill, and

WHEREAS, the Franklin County Planning Commission did recommend approval of the Conditional Use Permit application with twelve (12) conditions of approval, and

WHEREAS, the Board finds that it is necessary to modify the recommendations made by the Planning Commission and hereby submits its own Findings of Fact and Conclusions as follows:

PASCO SANITARY LANDFILL - CONDITIONAL USE PERMIT - COMMISSIONERS HEARINGS

After review of the written record and consideration of oral testimony, the Board of County Commissioners hereby adopt the following Findings of Fact and Conclusions on the request of Pasco Sanitary Landfill, Inc., for a Conditional Use Permit to expand the landfill area by adding 80 acres for the purpose of applying sludge to the land for a ten (10) year period and the use of the site for solid waste disposal.

I. Basis for Decision (Content of Record)

In evaluating this proposal, the Franklin County Commissioners have utilized the entire record developed through the process governed by State laws and local ordinances. This record includes: all written and graphic materials submitted to the Planning Commission by the applicant and other interested parties; Planning Department Staff Report dated November 20, 1987, and all documents part of the

file generated on this application; i.e., File #CUP 87-2; verbatim transcript of the Planning Commission hearings of December 1, 1987 and December 15, 1987, and the formal Findings of Fact and recommendation of the Planning Commission.

In addition, the Board considered all testimony (oral and written) submitted to them in conjunction with their hearings held on January 11th, February 3rd and February 22nd, 1988.

II. Pertinent Law

The Board of County Commissioners have utilized the following guidance in their evaluation of the Landfill Conditional Use Permit proposal:

1. RCW 35.63 - the Planning Commission Act.
2. RCW 43.21(c) - the State Environmental Policy Act (SEPA), as amended.
3. WAC 197-11 - SEPA Rules.
4. Franklin County Zoning Ordinance #18-80.
5. WDOE 82-11 - Municipal and Domestic Sludge Utilization Guidelines.
6. WDOE 82-12 - Best Management Practices for Use of Municipal Sewage and Sludge.
7. RCW 70.95 - State Solid Waste Management Act.
8. RCW 70.05 - Regulations - Local Health Department, Boards, Officers.
9. WAC 173-304 - Minimum Functional Standards for Solid Waste Handling.

III. Findings of Fact

After reviewing the record and considering all the oral and written testimony by all interested parties, the Board of County Commissioners makes the following Findings of Fact:

1. **PROPOSAL**: The application submitted by Pasco Sanitary Landfill, Inc., requests the issuance of a Conditional Use Permit to expand the area of the existing landfill site. The expansion is for an 80 acre parcel which is adjacent to and southeast of the landfill area. The existing approved landfill area contains approximately 203 acres. The new area (80 acres) would bring the total landfill area to 283 acres. The proposal involves a phased use of the 80 acre parcel. For a period of 10-15 years, the 80 acres parcel would be used for sludge utilization. During this time, solid waste would be landfilled on the existing landfill properties. Once the existing landfill properties area filled to capacity, then the disposal of sludges would cease and the 80 acre parcel would be used for landfilling purposes.

2. **LOCATION**: The project site is located east of Dietrich Road and northwest of DeVries Dairy, which is located on the Pasco-Kahlotus Road. It is also located in

a portion of Section 22, Township 9 North, Range 30 E.W.M., Franklin County, Washington.

3. **LAND USE**: The proposed expansion area currently has circle irrigation on it. The existing landfill site, which is adjacent to and northwest of the proposed expansion area is currently occupied by five industrial waste sites in which waste was deposited between 1972 and 1974. This waste is contained and has been inventoried. The site also has three sewage lagoons which have accepted chemical toilet sewage but are now currently accepting only septic tank wastes. In addition, it contains an extensive landfill area which is being operated 24 hours a day. Sludge is currently being spread on a portion of the landfill site. After it dries, it is used as cover for the landfill. The site also contains several wells and an office for three on-site employees. It also contains a check-in area, equipment, a barn and a recycling building.

   Surrounding land uses are vacant and irrigated agriculture to the north and east and irrigated agriculture to the south and west. DeVries Dairy is also located adjacent to and southeast of the project site.

4. **ZONING**: **(County)** - The proposed expansion area is currently zoned Agricultural Production, AG. Surrounding areas are zoned Agricultural to the north, Agricultural and Residential Mobile Home, RMH-1 to the east; Agricultural and Industrial, I-2 to the south. Zoning Ordinance #18-80 states that a sanitary landfill may be permitted in the Agricultural Zone after securing a Conditional Use Permit.

   (City): West of the project site and west of Dietrich Road is inside the city limits of Pasco. The zoning inside the city limits is zoned General Business Commercial, C-3.

5. **COMPREHENSIVE PLAN**: **(County)**: The 1979 Comprehensive Plan designates the project area as Rural Residential and Commercial/Light Industrial. The area to the north and east is designated as Agricultural.

   The purpose of the rural designation is to insure that the individual farm can continue to operate without the pressure of escalating land prices. At the same time, it includes land currently in agriculture, but which, because of its location, has exceptional potential value as view residential property, or for long-range urban area expansion, or yet unspecified recreational development.

   The rural residential designation is also intended for small farms and ranchettes. These ranchettes are sized for family hobbies and small businesses in agriculture, floriculture, horticulture and stock raising.

The density of the rural area generally would not be expected to exceed one dwelling unit per acre. However, higher density development would be considered if it met state requirements for domestic water and sanitary sewers. This would be 3-1/2 residences per acre with a domestic water system or five residences per acre with a domestic sewer system. Where the development is processed as a planned unit development, the net residential densities could be greater.

The Commercial/Industrial designation states that industrial development should enhance the economic activity, employment, and tax base without detracting significantly from the urban or rural character of environmental quality of the county. This category includes heavy and light industry of all kinds. These uses should be protected from incompatible residential development or other encroachment. They will need utilities and access to the necessary transportation facilities, including arterial streets and railroads.

(City): The Comprehensive Plan for the City of Pasco designates the area as "Industrial". It states that the industrial designation reflects those areas which should be devoted to manufacturing and processing of goods, storage and wholesale distribution of equipment and products, and related activities.

6. **SOLID WASTE MANAGEMENT PLAN**: The Solid Waste Management Plan for the Benton-Franklin County area was amended on March 3, 1987, to allow for the expansion of the Pasco Sanitary Landfill.

7. **SEPA**: In accordance with the State Environmental Policy Act of 1971 and SEPA Review Ordinance #13-84, the Planning Department has reviewed the Environmental Checklist, together with other available information. The Environmental Checklist was submitted in March, 1987 and on March 27, 1987, a Determination of Significance (DS) and Scoping Notice was issued by the Planning Department and circulated to various agencies for comment. In effect, an Environmental Impact Statement (EIS) was required.

   On March 31, 1987, the applicant filed an appeal to the Board of County Commissioners appealing the Planning Director's requirement of an EIS. On April 20th, the Board held a public hearing to review the appeal. The hearing was continued to April 23, 1987 and the Commissioners remanded the decision back to the Planning Director for further consideration of the scope of the Environmental Impact Statement. In effect, an Environmental Impact Statement is required and will address those items identified in the scoping process.

   The Draft EIS was issued on August 12, 1987, and sent to various agencies and individuals for their comments. The comment period was for 30 days. The applicant's consultant then responded to the comments and the Final EIS was issued on November 12, 1987.

8. **ACCESS TO THE SITE**: Access to the subject property is from Dietrich Road.

9. The Franklin County Planning Department reviewed the proposal and recommended approval of the Conditional Use Permit subject to nine (9) conditions of approval. This is reflected in the Staff Report of 11/20/87.

10. The Franklin County Planning Commission reviewed the Conditional Use Permit at their public hearings on December 1st and 15th, 1987, and recommended approval subject to twelve (12) conditions of approval and forwarded the proposal to the Board of County Commissioners.

11. On December 17, 1987, the Board of County Commissioners did schedule a date for a public hearing to consider the recommendations made by the Franklin County Planning Commission concerning the approval of the CUP for the landfill expansion.

12. The public hearing was scheduled for Monday, January 11, 1988 at 2:00 p.m. in the Commissioners Chambers of the Franklin County Courthouse. (Because of the large number of people in attendance, the hearing was moved to the Superior Courtroom.) The notice of public hearing was published in the Franklin County Graphic and the Tri-City Herald on December 31, 1987, in accordance with statutes.

13. Notices of the public hearing were sent to interested parties on December 29, 1987.

14. At the County Commissioners hearing, the Board explained to the public that each had a list of exhibits submitted to them for their review prior to the public hearing (Exhibits 1-19). The Board also stated that no decision would be made the the January 11th hearing, and that they would accept testimony regarding the application for the expanded landfill site. They further stated that the hearing would be continued to February 3, 1988 at 11:00 a.m. and written comments and questions could be submitted until January 22, 1988.

15. Testimony at the Commissioners hearing dealt with the following (summary):

    Further explanation of the proposal; need for the site for sludge disposal and solid waste disposal for now and in the future; need for the landfill site for this area and not for the state of Washington; don't make it the dump site for the State; not enough alternatives addressed in the Environmental Impact Statement; should be denied based on "policy", not so much on technical regulations; why do we need the site now; consider the petitions submitted; continue to use landfill site as it currently exists, then move elsewhere; ground water concerns; need for liner and monitoring wells at site; water used by agricultural interests - what will be done to replace the existing water supply if the water is contaminated; is there a need to expand landfill; what other sites are available; concern about ground water and flow rates; who will pay if something goes wrong; statements in support of the

project; statements in opposition to the project; various letters and other items were presented to the Board and entered into the record as exhibits.

16. On conclusion of the public testimony, the Board continued the hearing to Wednesday, February 3, 1988, at 11:00 a.m., so they could assess the testimony and any written comments prior to making a decision on the application.

17. On February 3, 1988, the Board explained that they needed additional time to complete their research on the application and continued the hearing to Monday, February 22, 1988 at 2:00 p.m.

IV. Conclusions

Based on review of the record, the Board makes the following conclusions:

1. The applicant has complied with the requirements of the Franklin County Zoning Ordinance in securing a Conditional Use Permit. The proposal is consistent with the intent of the Zoning Ordinance.

2. The applicant has complied with the SEPA Rules under WAC 197-11 in completion of the Environmental Impact Statement.

3. The County Commissioners are taking into account the public testimony and concerns of the people in regards to the need for the expanded area for solid waste disposal at this time, and believe that a change in the recommendation made by the Franklin County Planning Commission is necessary and in the public interest.

4. The Board of County Commissioners is aware of the need in this area for the disposing of sludge generated by residents of Franklin County, Pasco and surrounding communities. The new regulations created by the Department of Ecology have created a need to dispose of sludge employing methods other than those currently being used.

5. The County Commissioners also recognize that there are other alternative methods for the disposal of sludge and that the applicant should review and possibly use other methods in sludge disposal other than the use of the circle irrigation.

6. In the application of sludge, the applicant must comply with WDOE 82-11 ("Municipal and Domestic Sludge Utilization Guidelines") and WDOE 82-12 ("Best

Management Practices for use of Municipal Sewage and Sludge"); and any other applicable regulation.

7. The Board believes that research and technology is rapidly changing in the handling and disposing of solid waste. The Board also believes that by the time land area is needed for additional solid waste disposal, that technology hopefully will have advanced to the point that current methods of solid waste disposal will no longer be used.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners uphold some of the recommendations of approval made by the Planning Commission, modify some of the recommendations, add some conditions of approval, and delete any reference made to solid waste in the approval of this application; i.e., the application request for solid waste disposal is denied at this time, and the approval (with certain conditions) is for sludge utilization.

BE IT FURTHER RESOLVED, that the Board of County Commissioners did on February 22, 1988, make the following motion approving the Conditional Use Permit application:

Request: The expansion of the existing Pasco Sanitary Landfill site by adding 80 acres for sludge application and landfill operations.

The Franklin County Planning Commission has approved the Conditional Use Permit #87-2 with twelve (12) Conditions of Approval (Attachment #1).

Motion: Subject to final approval of Findings of Fact still being prepared, the Board of County Commissioners for Franklin County approves the Conditional Use Permit application as contained in CUP #87-2 with the Conditions of Approval recommended by the Franklin County Planning Commission numbers 1, 2, 6, 8, 9 (when amended to delete reference to solid waste), 10, 11, 12 (when amended to monitoring wells if and as required by Health District), 5 (when amended to allow spraying of sludge only when winds are 3 m.p.h. or less), and 3 (when amended to allow the property to be used only for the spraying of sludge in accordance with Minimum Functional Standards, WAC 173-304).

Pasco Sanitary Landfill, Inc., may re-apply to use the property described in CUP #87-2 as a solid waste disposal site at such time as its current landfill permit is to be reviewed on April 25, 1992. Prior to such renewed application, Pasco Sanitary Landfill, Inc., shall obtain all permits required and comply with all provisions of: (1) RCW 70.95 (including the County Solid Waste Management Plan); (2) RCW 70.05; (3) WAC 173-304; and any and all

other statutes, ordinances and regulations governing the establishment and operation of a solid waste landfill.

This approval shall further be conditional upon Pasco Sanitary Landfill, Inc., continuous compliance with all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal.

BE IT FURTHER RESOLVED, that as a result of the above motion, the Conditions of Approval for the Conditional Use Permit application are reflected in Attachment #2.

DATED THIS 14th DAY OF MARCH, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Approved as to form:

Harold D. Tellews
Chairman

Franklin County Prosecuting Attorneys Office

Bruce D. Whitemarsh
Member

Attest:

Dan McLaughlin
Clerk of the Board

Ken Miller
Member

ATTACHMENT #1

CONDITIONS OF APPROVAL

(As recommended by the Franklin County Planning Commission on 12/15/87)

1. Obtain approval from the Benton - Franklin Health District and the State Department of Ecology.

2. The permit shall be for the property described in the application.

3. The solid waste disposal site shall be operated as a sanitary landfill under the Minimum Functional Standards imposed by the Department of Ecology.

4. This permit limits the disposal of wastes to the following:

   (1) domestic;
   (2) light commercial;
   (3) non-hazardous industrial; and
   (4) non-toxic agricultural wastes.

5. The disposal of digested sludges and septic tank sludge processed through a sewer treatment plant shall be done in accordance with the regulations established by the Benton-Franklin Health District and/or the Department of Ecology.

6. THE DISPOSAL OF OTHER WASTE PRODUCTS IS STRICTLY PROHIBITED.

7. In the case of the disposal of pesticide containers, Franklin County shall consider containers rinsed according to suggested Department of Agriculture standards as non-toxic agricultural wastes and shall be buried in the landfill after the person dumping the containers signs an affidavit verifying that the containers have been rinsed.

8. NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY, WASHINGTON.

9. The review date for this special permit shall be April 25, 1997 for the disposal of sludge. For disposal of solid waste in the landfill, the permit review date be congruent with the existing landfill which will be reviewed April 25, 1992.

10. No access to the landfill be made other than from Dietrich Road.

ATTACHMENT #1 - Page 2

11. For sludge disposal, a 100 foot buffer be maintained where no sludge will be sprayed on the land.

12. The permittee will install 2 wells between the DeVries Dairy well and the landfill prior to the disposal of solid waste. Such wells will be monitored on a quarterly basis.

ATTACHMENT #2

CONDITIONS OF APPROVAL

(As amended & adopted by the Board of County Commissioners on 2/22/88)

1. Obtain approval from the Benton-Franklin Health District and the State Department of Ecology.

2. The permit shall be for the property described in the application.

3. The expanded site shall be used for the spraying of sludge in accordance with the Minimum Functional Standards (WAC 173-304) imposed by the Department of Ecology; WDOE 82-11 and WDOE 82-12.

4. The disposal of digested sludges and septic tank sludge processed through a sewer treatment plant shall be done in accordance with the regulations established by the Benton-Franklin Health District and/or the Department of Ecology. Spraying of sludge shall be done when the wind conditions are 3 miles per hour or less.

5. The disposal of other waste products is strictly prohibited.

6. Nothing in this permit shall be construed as excusing the applicant from compliance with any Federal, State or Local statutes, ordinances, or regulations applicable to this project other than the permit requirements of the conditional use permit of Franklin County, Washington.

7. The review date for this conditional use permit shall be April 22, 1997 for the disposal of sludge.

8. No access to the landfill site be made other than from Dietrich Road.

9. For sludge disposal, a 100 foot buffer be maintained where no sludge will be sprayed on the land.

10. The permittee will install a well or wells between the DeVries Dairy well and the expanded permit area prior to the disposal of sludge, if required by the Benton-Franklin Health District. The number and location of the well (s) is to be coordinated with the Health District.

11. The Pasco Sanitary Landfill, Inc. may re-apply to use the property described in CUP #87-2 as a solid waste disposal site at such time as its current landfill permit is to be renewed on April 25, 1992. Prior to such renewed application, Pasco Sanitary Landfill, Inc. shall obtain all permits required and comply with all provisions of (1)

ATTACHMENT #2 - Page 2

R.C.W. 70.95 (including the County Solid Waste Management Plan); (2) R.C.W. 70.05; (3) WAC 173-304 and any and all other statutes, ordinances and regulations governing the establishment and operation of a solid waste landfill.

12. This approval shall further be conditioned upon Pasco Sanitary Landfill, Inc., continuous compliance with all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal.

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION # 88-27

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING - RE: Conditional Use Permit File #CUP 87-2 - Expansion of Landfill Area.

APPLICANT: Pasco Sanitary Landfill, Inc.
c/o 1040 Merry Lane
Pasco, WA 99301

OWNER: Gib Tomlinson

WHEREAS, on December 17, 1987, the Board of County Commissioners did set a date for a public hearing on January 11, 1988, to consider the recommendation made by the Franklin County Planning Commission regarding th approval of the Conditional Use Permit to expand the landfill area for Pasco Sanitary Landfill for the purpose of solid waste disposal and sludge utilization, and

WHEREAS, the Board did continue this hearing to February 3rd and February 22nd, 1988, to further review the record and testimony prior to making their final decision, and

WHEREAS, at their public hearings the Board has found as follows:

A. Notice of all public hearings were given in accordance with statute.

B. The Board is satisfied that the applicant has complied with all State Environmental Policy Act (SEPA) requirements.

C. The Franklin County Planning Commission, after its public hearings on December 1st and December 15th, 1987, did recommend approval of the application with twelve (12) conditions of approval.

Resolution # 88-27
Page 2

D. The Board has reviewed the record of the Planning Commission, all testimony, and all evidence submitted at their hearings on January 11th, February 3rd, and February 22nd, 1988.

E. The Board, based on their own Findings of Fact and motion to approve the Conditional Use Permit application, upheld, modified, deleted and added to the recommendations of the Planning Commission.

F. The Board hereby approves the application submitted by Pasco Sanitary Landfill, Inc., subject to the following conditions:

1. Obtain approval from the Benton-Franklin Health District and the State Department of Ecology.

2. The permit shall be for the property described in the application.

3. The expanded site shall be used for the spraying of sludge in accordance with the Minimum Functional Standards (WAC 173-304) imposed by the Department of Ecology; WDOE 82-11 and WDOE 82-12.

4. The disposal of digested sludges and septic tank sludge processed through a sewer treatment plant shall be done in accordance with the regulations established by the Benton-Franklin Health District and/or the Department of Ecology. Spraying of sludge shall be done when the wind conditions are three (3) miles per hour or less.

5. The disposal of other waste products is strictly prohibited.

6. Nothing in this permit shall be construed as excusing the applicant from compliance with any Federal, State or Local statutes, ordinances, or regulations applicable to this project other than the permit requirements of the Conditional Use Permit of Franklin County, Washington.

7. The review date for this Conditional Use Permit shall be April 22, 1997 for the disposal of sludge.

8. No access to the landfill site be made other than from Dietrich Road.

9. For sludge disposal, a 100 foot buffer be maintained where no sludge will be sprayed on the land.

10. The permittee will install a well or wells between the DeVries Dairy well and the expanded permit area prior to the disposal of sludge, if required by the Benton-Franklin Health District. The number and location of the well(s) is to be coordinated with the Health District.

11. Pasco Sanitary Landfill, Inc. may re-apply to use the property described in CUP #87-2 as a solid waste disposal site at such time as its current landfill permit is to be renewed on April 25, 1992. Prior to such renewed application, Pasco Sanitary Landfill, Inc. shall obtain all permits required and comply with all provisions of (1) R.C.W. 70.95 (including the County Solid Waste Management Plan); (2) R.C.W. 70.05; (3) WAC 173-304 and any and all other statutes, ordinances and regulations governing the establishment and operation of a solid waste landfill.

12. This approval shall further be conditioned upon Pasco Sanitary Landfill, Inc., continuous compliance with all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal.

NOW, THEREFORE, BE IT RESOLVED, that the above referenced application be approved with the conditions listed above, all in accordance with the provisions of the Franklin County Zoning Ordinance.

DATED THIS 14th **DAY OF** March, **1988.**

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Carolyn Mathews
Chairman

Bruce Whitemarsh
Member

Approved as to form:

Franklin County Prosecuting Attorneys Office

Ken Miller
Member

Attest:

Dan McLaughlin
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to smoking in the County workplace; prohibiting smoking in enclosed work areas; and prescribing penalties for violators;

PREAMBLE:
Franklin County has the duty to provide a healthful environment for the public and employees in its county facilities.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION 1. Findings. The Board of County Commissioners hereby makes the following legislative findings:

A. Authoritative experts including the U.S. Surgeon General and the National Academy of Sciences have concluded that nonsmokers may incur considerable health risk from the inhalation of cigarette smoke. According to the National Academy of Sciences, "public policy should clearly articulate that involuntary exposure to tobacco smoke has adverse health affects and ought to be minimized or avoided whereever possible."

B. Tobacco smoke coming off the burning end of a cigarette (side stream smoke) contains various substances which are irritants notably ammonia formaldehyde and acrolein, toxic gases such as carbon monoxide and hydrogen cyanide as well as numerous carcinogenic and mutagenic compounds. Side stream smoke is produced 94% of the total smoking time. Studies have shown some association between passive smoking and a broad variety of health problems, some of which may be disabling. Breathing smoke

in the workplace can cause irritations of the eyes and nasal passages, headaches, coughing and respiratory problems of affected individuals. Studies have demonstrated long term exposure to indoor tobacco smoke at work produced small airway disfunctions in nonsmokers equivalent to that found in individuals who had smoked up to ten cigarettes a day. A number of studies indicate that passive smoking is also associated with the increased risk of lung cancer.

C. For employees with preexisting health conditions, passive smoking can critically impair their ability to work. Recent court decisions have held employers responsible to employees to provide smoke free work environments or be held liable for documented discomfort, pain and illness caused to the employee by smoke in the workplace.

D. The county's air ventilation systems often simply remove the smoke from areas and recirculate it through the building; physical barriers separating smoking from non-smoking areas have proven inadequate. It is not possible to treat the conditions of each work area separately in isolation from its effects on other workers.

E. Additional scientific studies regarding the comprehensive health problems from passive smoke in the work place are still necessary, however, based on available data it would be unwise and imprudent for the county to continue to allow chronic exposure to tobacco smoke in county facilities.

F. The commissioners find the provisions of this ordinance

are a responsible and necessary action to protect the public health and the health of its employees from risk.

SECTION 2. Definitions.

A. "Smoking" shall mean and include inhaling, exhaling, or carrying any burning tobacco or other plant matter, including but not limited to cigarettes, cigars, or pipes.

B. "Enclosed Work Area" shall mean that area closed in by a roof and walls with at least one opening for ingress and egress, with the intended use primarily for and by officers and employees of Franklin County while conducting county business in facilities which are owned, leased or rented by Franklin County.

C. "Common Areas" shall mean that area enclosed by a roof and walls in facilities which are owned, leased or rented by the County, included but not limited to employee lounges, lunchrooms, stairways, elevators and restrooms.

SECTION 3. Smoking is prohibited in all county enclosed work and common areas, whether in enclosed individual or shared office spaces, and shall include all county vehicles, and shall apply to all persons who visit enclosed work and common areas, including all officers, employees, contractors, or visitors during all hours and all days of the year. This prohibition shall become effective on _____ _____

A. Other Exceptions.

1. Should members of a collective bargaining unit determine that the smoking ordinance creates a situation with impacts peculiar to their particular bargaining unit, and impacts

can be strictly limited to only members of their bargaining unit, an exception request may be submitted to the county's Board of County Commissioners, who will bargain in good faith with the collective bargaining representative regarding application of the county smoking ordinance Provided that no exceptions will be authorized that result in exposing employees to unwelcome tobacco smoke in common or enclosed work areas.

2. Nonrepresented officers and employees who determine that the smoking ordinance creates a unique situation with an adverse impact on the employee while in his/her place of work and the impacts can be strictly limited to that individual, may submit an exception request to his/her department director, who shall submit the request, along with the director's recommendation, to the Board of County Commissioners. The Board shall determine the feasibility of allowing an exception to the ordinance. Provided that no exceptions will be authorized that result in exposing employees to unwelcome tobacco smoke in common or enclosed work areas.

SECTION 4. Compliance. Enforcement shall be the responsiblity of the elected county officials and department heads ultimately responsible for the conduct of county employees, within the respective executive, legislative and judicial branches of Franklin County government. Violation of this ordinance shall constitute grounds for dismissal or suspension only in those situations in which the employee has repeatedly violated the provisions of the ordinance and has been counselled

by his/her supervisor for such violations. Provided, under no circumstances shall any violation of this ordinance constitute grounds for dismissal or suspension if it occurs within the first 60 days after the effective date of this ordinance.

Passed and adopted this _____ day of _____, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

_____
Member

_____
Member

Attest:

_____
Clerk of the Board

Ex No 1

FRANKLIN COUNTY
BUILDING & FIRE SAFETY DEPARTMENT
COUNTY FACILITIES DEPARTMENT

1016 NORTH 4TH AVENUE PASCO, WASHINGTON 99301 (509) 545-3523

MARCH 14,1988

Mr. MILLER

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WA.

I RESPECTFULLY REQUEST THAT ROOM NO. 1 (BUILDING SUPT. OFFICE) BE DESIGNATED AS A SMOKING AREA.

REASONS:
1 - THIS IS A ISOLATED AREA.
2 - ROOM IS USED FOR,
(a) PLAN CHECKING FOR BUILDING DEPT.
(b) DESIGN
(c) AFTER HOUR WORK
(e) WEEKEND WORK
(f) CUSTODIAL LUNCH ROOM AND BREAK ROOM
(g) CREW MEETINGS
(h) SUPPLIER WEEKLY MEETING
ETC.
3 - THIS ROOM IS NOT A COMMON AREA USED BY THE GENERAL PLUBIC.

THANKING YOU FOR YOUR CONSIDERATION IN ADVANCE.

SINCERELY

Frank G. Moulton

FRANK G. MOULTON
DIRECTOR,
FRANKLIN COUNTY
BLDG. & FIRE SAFETY DEPT.
COUNTY FACILITIES DEPT.

March 11, 1988

Board of Commissioners
Franklin County
Pasco, Washington 99301

RE: Smoking Ordinance

Gentlemen:

As representative for Franklin County Employees Local 874CH I wish to express my concern regarding the smoking policy now being considered for approval. It is the Unions feeling that a smoking policy is a negotiable item. Due to the fact that it effects the rights of all employees, both smoking and non-smoking and should therefore be negotiated.

It is an infringement on the rights of non-smokers not to have a smoke free work place, yet to take away the rights of a smoker completely is an infringement on their rights.

It was our hope that if a smoking policy were passed a viable concession could be reached to satisfy both sides of the issue. Removing smoking entirely for the courthouse will necessitate those who do smoke having their break outside the building. The image portrayed to the public of County Employees hanging around outside the building from approximately 10AM til 11AM and again for 3PM til 4PM would not be a very good one I'm afraid.

It would be my hope that a designated area could be provided for smokers to take their break and not infringe on the non-smokers.

I hope before passing this ordinance you will take all the rights of the individuals who work here into consideration.

Thank you.

Respectfully yours,

T. Kae

T. Kae DeWeber
President Local 874CH

COOPERATIVE EXTENSION / FRANKLIN COUNTY
Washington State University

Courthouse, Pasco, Washington 99301 / 509-545-3511

TO: Franklin County Commissioners

William P. Ford

FROM: William P. Ford
Area Extension Agent

DATE: March 14, 1988

RE: Hearing on Smoking Ordinance

Our office has put up with the smoking in the downstairs of the courthouse for quite some time. At times it is intolerable. We are in favor of a smoking ordinance because of health considerations which are well documented by the American Cancer Society.

Numerous clientele have complained of the smoke during the last several months. If it is necessary to supply outside support, we will have them testify.

The six employees in our office unanimously endorse the new smoking ordinance. Washington State has several counties that have a total no smoking policy. Franklin County is right in line to follow in this direction.

Cooperating agencies: Washington State University, U.S. Department of Agriculture, and Franklin County Cooperative Extension programs are available to all without discrimination.

Ex No 4

COOPERATIVE EXTENSION / FRANKLIN COUNTY
Washington State University

Courthouse, Pasco, Washington 99301 / 509-545-3511

MEMO

TO: Franklin County Commissioners

FROM: Kay Hendrickson Kay Hendrickson

DATE: March 14, 1988

RE: Smoking Ordinance

The health risks associated with smoking are well researched and well documented. The recent research has also made it clear that there are serious health issues related to passive or side-stream smoke. People who must breathe other people's smoke are at risk.

These health risks are a major concern of mine and one of the reasons that a non-smoking policy needs to be implemented.

*A non-smoker who works in an office that allows smoking for 15 years will experience roughly the same lung damage as a light smoker.
*Passive smoking greatly increases the risk of coronary artery spasms.
*Smoking costs American business $26 billion a year in lost productivity.
*Smoking increases the maintenance costs for business as well.

If the health and maintenance issues are not enough, consider the legal issues involved. Non-smokers have six avenues of legal recourse to assure a smoke-free environment or receive compensation for lack of a safe work environment. I have a copy of the avenues for your consideration and awareness.

Our office is highly supportive of working in a smoke-free environment. I want to commend you on initiating the non-smoking ordinance and I look forward to its implementation.

Cooperating agencies: Washington State University, U.S. Department of Agriculture, and Franklin County Cooperative Extension programs are available to all without discrimination.

LEGAL:

- Non-smokers have six avenues of legal recourse to assure a smoke-free work environment or receive compensation for the lack of this environment:

1. Common law tort to assure a safe work enviroment.

   Example: Shimp vs. New Jersey Bell Telephone
   Smith vs. Western Electric

   A New Jersey judge ruled that the common law duty to provide a safe workplace requires the employer to protect non-smoking employees from the hazards of second hand tobacco smoke.

2. Early Disability and Retirement Benefits

   Example: Parodi vs. Merit Systems Protection Board

   The company responsed to Ms. Parodi's (age 47) complaints of a smokey work environment by pressuring her to retire early. As a result, the court ruled the company owed $20,000 in back federal disability and $500 per month until retirement, totaling $128,000.

3. Workers Compensation.

   Example: Fuentes vs. Workers Compensation Board

   Fuentès was a smoker who contracted emphasema and successfully claimed it was the company's responsibility for allowing him to smoke at work.

4. Unemployment Insurance.

   Example: Alexander vs. California Unemployment Insurance Appeals Board.

   Uncomfortable in a smokey workplace, Alexander willingly left her employment. Despite her voluntary departure, she was granted unemployment benefits.

5. Wrongful Discharge.

   Example: Hentzel vs. Singer Company

   An employee was fired when he complained about smoke. The court ruled this was illegal and the Singer Company must pay damages and back pay.

LEGAL (cont.):

6. Handicapped Persons Rights.

   Example: Vickers vs. Veterans Administration

   The court ruled Vickers could be granted handicapped status because of his adverse reaction to smoke.

- It is legal to discriminate against smokers in hiring policies.
- Smokers claiming to be handicapped cannot demand a smokey environment. Accommodation can consist of a policy, cessation classes and materials, etc.
- Smokers do have rights. However, they are superceded by the rights of non-smokers to a safe work environment.

COST:

- Annual U.S. per capital cost of smoking related diseases is $454, or 11 billion annually.
- Health/Lost Earnings/Tobacco Sales/Fires/Property Loss = 47 billion annually, or $811 per smoker in the U.S.
- Medical costs due to smoking have accumulated to 930 billion dollars since the first surgeon general's report in 1964.
- The average forty year old, two pack a day smoker has spent $56,670 on smoking related costs. The benefit of this person quitting would be $33,973.
- Average estimated costs of each smoker in the workplace:

	Dr. Kristein	Dr. Weis
Estimated Insurance	$274	$ 320
Absenteeism	80	220
Reduced Productivity	166	1,820
Impact on Non-Smokers	104	486
Morbidity and Early Mortality	*	765
Damage and Depreciation on Equipment	*	500
Maintenance	*	500
T O T A L	$624	$4,611

E 5

Rec Mar 15, 88

TO: Franklin County Comimssioners

FROM: David Linton, Franklin County Sheriff's Department

SUBJECT: Smoking in County Buildings and Vehicles

This is to speak in favor of the purposed County ordinance in County Buildings and vehicles.

Because most smokers feel it is their right to smoke any where, a good number of them have no consideration of those of us that can not stand the smoke. I myself will become physically ill if I am forced to breath their smoke. The limited restrictions now in effect do not work and I'll cite as an example the following:

The Sheriff's Department has a policy of no smoking in the Deputies room during shift change, this policy is continually violated by certain Deputies that enter the room smoking, take a last few puffs, and then put the cigarette out. It is impossible to allow smoking in one area and not in another as the smoke travels very fast. It is also necessary to enter different offices of the building at one time or another, and I find this impossible to do when the air if filled with smoke. As for the vehicles, no exception should be made as even though each Deputy has an assigned vehicle, there are times when non smokers must drive or ride in these cars. Prisoners are also transported in them.

If a room could be constructed that would completely confine the smoke, I would not be opposed to the smokers having their own area. But only if it can be made to where if I have to go by I do not have to breath smoke coming out of it. I believe my right to breath clean air out weights the smokers right to kill himself, and me if I must breath his smoke.

Thank you for the opportunity to express my concerns in reference to the purposed County ordinance on smoking.

Sincerely,

David L. Linton, Deputy
Franklin County Sheriff's Dept.

Rec. 3-15-88
DDM

March 15, 1988

Board of Commissioners
Franklin County
1016 No. 4th
Pasco , WA 99301

Dear Commissioners:

As Union Representative and members of Appraisers local 874A we are in strong favor of the ban on smoking in the court house and all county property.
We feel this is not a union matter and that the Washington Sate law Chapter 236 - Washington Clean Indoor Air Act is the law that is to be followed.
There are many reasons for having a smoke-free environment and we know that you are aware of all the reasons.
One area we would like to address is smoking in County vehicles. This is a situation that is a problem. Smoke from a cigarette clouds windows and makes a very unpleasant smell in a closed up car not to mention the fact that ashes and butts are left in the ash tray for someone else to clean up generally a nonsmoker. Also the fact that, smoking and lighting up a cigarette while driving is very dangerous and most insurance companies will give a deduction for nonsmoking drivers.
Thank you for your time and effort in drafting this policy. Lets make this courthouse a CLEAN AIR ENVIRONMENT.

Sincerly

Steve Marks
Steve Marks
union rep. local 874a

Members

Wathen Wells
Wathen Wells

Gary Hammond
Gary Hammond

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 16, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board reviewed the termination agreement for the contract between Benton and Franklin Counties. The Board approved the termination agreement; however, felt it was necessary to have the Deputy Prosecuting Attorney review before signing.

9:00 a.m. The Board met with Ted Martin. Mr. Martin presented a listing of the current 1988 Building Rentals for the Fairground. He also presented a copy of several contracts for their and the prosecuting attorney's review.

10:00 a.m. Public Hearing on the awarding of the Chip Spreader contract. Mr. Gilkeson presented a written statement recommending the W.B.H.S. Self-Propelled Chip Spreader bid by W. H. Manufacturing Company of Pocatello, Idaho. Their bid was the third lowest bidder and the closest in meeting the specifications. A trade-in would not be included in this contract. Mr. Whitemarsh moved to approve the contract awarding as presented by the County Engineer. Mr. Miller seconded. The Board unanimously approved the awarding of the contract to W.H. Manufacturing Company of Pocatello, Idaho. (Attached as Exhibit A.)

Mr. Gilkeson questioned his hiring policy in the Highway Department. He was concerned with the hiring practice not including a pre-employment physical and substance abuse test. Due to the physical nature and the need to operate County equipment, he felt that both of these requirements should be mandatory. The Board concurred with these feelings. Mr. Gilkeson will check further into the cost and prepare the necessary paperwork.

10:37 a.m. The Board met with Don Morton, Benton-Franklin Governmental Conference. Mr. Morton had for their signature the items discussed in previous BFGC meetings: amendment to the Joint Power of Agreement to change the term to run through June 30, 1988 and an amendment correcting the wording in the Interlocal Cooperation Agreement between the counties.

11:00 a.m. The Board met with Robert Boothe, County Planner. Mr. Boothe has been following up on our letter of intent to the Department of Ecology He has obtained the figures to publish the Zoning Ordinance on Hazardous Waste. He will send this information to the Department of Ecology to see if they will cover the warrants before preceding further.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 16, 1988

The Clerk of the Board brought to the attention of the Board that Resolution 88-25 was an exact duplicate of Resolution 88-24. Mr. Miller moved that Resolution 88-24 be voided. Mr. Whitemarsh seconded. An unanimous vote was cast to void Resolution 88-25.

The minutes from the Board Meeting of March 9, 1988 were read, approved, and signed.

1:00 p.m. The Board met with Tony Menke, Elected Officials, and Department Heads on the finalizing of a personnel policy. A final copy will be prepared and signed when received.

Donita Boothe met with the Board requesting better ventilation in the Print Shop. Presently the window will not stay open. The Board will look into this and have the window repaired.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 21, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Member

Bruce A. Whitemarsh
Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

March 16, 1988
BG-88-35

TO: Board of County Commissioners
Franklin County

FROM: Bruce A. Gilkeson
County Engineer

SUBJECT: Award of Bid - Chip Spreader

We have reviewed the four bids received for the purchase of a chip spreader.

The W.B.H.S. Self-Propelled Chip Spreader, bid by W.H. Manufacturing Company of Pocatello, Idaho, is the one that is closest to meeting the specifications (see attached review) and is the third lowest bid (see attached bid tabulation results). We feel that this machine provides the best value to the County.

I therefore recommend the Award of Bid to W.H. Manufacturing Company for $73,278.54. The Award will not include the trade-in option.

RECOMMENDED: _____
Bruce A. Gilkeson
County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

_____
Harold Mathews, Chairman

_____
Ken Miller, Member

_____
Bruce D. Whitemarsh, Member

BAG/ler
Attachments

NAME: Chip Spreader

BID TABULATION

BID OPENING DATE: February 29, 1988

ITEM	WH MANUFACTURING CO POCATELLO, ID	SAHLBERG SPOKANE, WA	MODERN MACHINERY SPOKANE, WA	ARROWHEAD MACHINERY BOISE, ID	
				Machine 1	Machine 2
Unit Complete as Specified	$ 68,041.50	$ 64,319.00	$ 56,250.00	$ 71,398.58	$ 61,995.00
Sales Tax (7.8%)	5,237.04	5,016.88	4,387.50	5,569.09	4,835.61
Net Total Bid	$ 73,278.54	$ 69,335.88	$ 60,637.50	$ 76,967.67	$ 66,830.61
Option A: Trade-in of Chip Spreader, including sales tax credit	2,000.00	9,702.00	3,234.00	2,000.00	2,000.00
ADDITIONAL OPTIONS:					
Automatic Conveyor Controls		485.10			
Conveyor belt speed controls		404.25			
2-wheel hydrostatic Etnyre		9,765.60			

EXHIBIT A

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 21, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board met with Val Eveland from the Town of Mesa Planning Committee on generating industrial development in the Mesa area. The Board concurred and offered their support of the Town of Mesa in their effort to secure a Local Development Matching Fund Grant for researching the feasibility of future development.

The Board met with Bruce Gilkeson, Franklin County Engineer. The Board approved for payment vouchers as follows: MV & Public Works Equipment Fund - $6,360.01 and County Roads - $36,771.63. Mr. Gilkeson advised notice has been published for the open position as Equipment Operator I. Mr. Gilkeson requested approval of a Notice of Hearing on a Supplemental Budget for 1988 County Road and Sheriff Budgets. The Board approved and signed Resolution No. 88-28; copy attached as Exhibit A. Mr. Gilkeson presented for approval the new Hiring Policy Revision for the Highway Department. Section 12 was added: "Prior to hiring, all applicants who are finalists in the selection process will be required to take a physical and substance (drug and alcohol) testing exam." The Board approved and signed the revision (attached as Exhibit B). The Highway Department had a request to dust oil Road 68 and Glenwood Road. The Board requested that Mr. Gilkeson obtain more information concerning the cost of blading and oiling or reblading before the County could make any decision.

The Termination Agreement (Exhibit C) between Benton and Franklin Counties and the Benton-Franklin Fair Association for the time period May 31, 1983 through April 30, 1988 was signed by the Board.

The Board also reviewed and signed the Interlocal Cooperation Agreement for Emergency Dispatch Service between Franklin County, State of Washington, Sheriff of Franklin County and the Franklin County Fire Protection District No. 3. The contract will be sent to Franklin County Fire Protection District No. 3 for their signature. An unsigned copy is attached as Exhibit D and will be replaced with a signed copy when received.

The Board read and approved the minutes for March 14, 1988.

11:03 A public hearing was opened with all three commissioners present. Before the Board was an application for a conditional use permit - File # CUP 88-1 - agricultural airstrip for the purpose of commercial application of ground and aerial

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 21, 1988

pesticides and herbicides, hangar, shop and residence. Application was made by Hille-Kimp Spray Service Inc. The Planning Commission had approved the application on March 1, 1988 with six conditions of approval. Mr. Miller moved that the conditional use permit be issued. Mr. Whitemarsh second. The Board voted unanimously to approved the conditional use permit with the six recommendations made by the Planning Committee. Resolution No. 88-29 (attached as Exhibit E) was signed by the Board approving said permit.

11:15 A public hearing was opened with all three commissioners present. Mr. John Daugharty requested a change of zone from Agriculture (AG) to Commercial C-2 for that property containing approximately six acres of land located at the southwest corner of the Pasco-Kahlotus Road and Carr Road for the purpose of building a convenience store. The Planning Committee recommended approval on March 1, 1988 of said rezoning with four conditions. Mr. Miller made a motion that rezoning be approved. Mr. Whitemarsh second. The Board unanimously approved the rezoning with the four conditions imposed by the Planning Committee. Ordinance No. 1-88 (Exhibit F) was signed by the Board approving this rezoning.

Mr. Mathews as Chairmansigned the Conditional Use Permit No. 87-2 for the expansion of landfill area for the purpose of disposing of sludge. (Copy attached as Exhibit G.)

Mr. Boothe, Franklin County Planner, advised the Board he had the necessary cost figures to amend our zoning laws in compliance with RCW 70.105. He would send this information to the Department of Ecology and await their reply.

The Board approved and signed the contract (Exhibit H) between Benton and Franklin Counties and the Fair Association. The contracts will be mailed to Benton County for their approval. A fully executed contract will be attached as soon as it is received.

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 22061 - 22203, Both Inclusive -	$ 108,345.30
COUNTY ROAD	- Warrant Numbers 6893 - 6967, Both Inclusive -	67,919.62
EQUIPMENT RENTAL	- Warrant Numbers 4232 - 4269, Both Inclusive -	11,430.11
LAW LIBRARY	- Warrant Numbers 214 - 215, Both Inclusive -	1,307.61
REVENUE SHARING	- None	
SOLDIERS/SAILORS	- Warrant Numbers 249 - 250, Both Inclusive -	300.00
SHERIFF'S NARCOT	- Warrant Numbers 61 - 62, Both Inclusive -	568.45

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 21, 1988

JAIL COMMISSARY	- Warrant Numbers 177 181, Both Inclusive	-	921.49
ALCOHOLISM 2%	- None		
MENTAL HEALTH	- Warrant Number 10	-	635.74
PUBLIC HOSPITAL	- Warrant Numbers 1772 - 1811, Both Inclusive	-	4,165.20
CENTENNIAL LICENSE PLATES	- Warrant Numbers 14 - 15, Both Inclusive	-	231.03
CEMENTERY #2	- Warrant Numbers 177 - 181, Both Inclusive	-	594.31
TREASURERS O&M	- Warrant Number 13	-	507.81

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 23, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce A Whitemarsh
Member

Ken Miller
Member

Attest:

DD McLaughlin
Clerk of the Board

FRANKLIN COUNTY

NOTICE OF HEARING

Supplemental Budget

1988 County Road and Sheriff Budgets

RESOLUTION NO. 88-28

WHEREAS, in accordance with RCW 36.40.100, the Board of County Commissioners shall publish a notice stating that it has completed and placed on file a preliminary supplemental budget for County Road and Sheriff Departments.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners, Franklin County, Washington, that a proper hearing will be held at 10:00 a.m. on Monday, April 4, 1988, in their office in the Courthouse, at which time all interested parties may appear for or against.

Signed this 21st day of March, 1988, Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

Publish: March 24, 31, 1988

FRANKLIN COUNTY
HIGHWAY DEPARTMENT
3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

March 21, 1988
BG-88-36

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
County Engineer

RE: Hire Policy Revision

Attached for your review and approval is a revised policy for Employee Recruitment and Selection, General Policy and Procedure No. 18. Section 12 has been added to the procedure.

I am recommending that the Board approve the policies.

Recommended: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
County Engineer

Date: 21st March 1988

Approved:

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

BAG/ler
Attachment

FRANKLIN COUNTY HIGHWAY DEPARTMENT
General Policy and Procedure G.P.P. - 18

SUBJECT: Employee Recruitment and Selection

EFFECTIVE DATE: November 2, 1987

DATE REVISED: March 21, 1988

ISSUED BY: _____
Bruce A. Gilkeson, P.E.
County Engineer

Policy

It is the policy of Franklin County that recruitment and selection shall be conducted in an affirmative manner to insure open competition, provide equal employment opportunity, and to prohibit discrimination.

Procedures

1. These procedures will only cover the hiring process when position openings, excluding temporary and seasonal, have not been filled from within the departments.

2. This policy is to be used in conjunction with the current Highway Department Personnel Policy, the Union Labor Agreement, and the Affirmative Action Plan.

3. The County Engineer will be responsible for the selection of Division Administrators and the Division Administrator will be responsible for the selection of employees within their division.

4. Each position is to be publicized by posting notices at the Courthouse and the Highway Administration Building. Advertisements shall be placed in the official County newspapers and other newspapers or publications as deemed necessary to provide for adequate recruitment of applicants.

5. The outside organizations that have expressed an interest and provide recruitment help at no cost to the County are to be notified.

6. The Administrator can have pre-interview meetings with each applicant.

GENERAL POLICY AND PROCEDURE G.P.P. - 18
Page 2

7. A minimum of five applicants are to be chosen for interview by the Administrator.

8. An interview panel will be formed for each open position. The panel will be made up of the Division Administrator and another management individual. Panels can be larger if deemed necessary.

9. The panel will ask the same interview questions to each applicant.

10. The selection process can include work samples, performance tests, written tests, background and reference checks.

11. The panel is to make written recommendations to the County Engineer for his approval. The recommendation is to show who was interviewed and their ratings.

12. Prior to hiring, all applicants who are finalists in the selection process will be required to take a physical and substance (drug and alcohol) testing exam.

TERMINATION AGREEMENT

THIS AGREEMENT is entered into by and between BENTON and FRANKLIN COUNTIES ("Counties") and the BENTON-FRANKLIN FAIR ASSOCIATION ("Association").

WITNESSETH:

WHEREAS, the parties entered into an Agreement dated May 31, 1983, which was modified by an Amendment dated July 25, 1983, a Second Amendment dated March 4, 1985, and a Third Amendment dated May 21, 1986;

AND WHEREAS, the purpose of the Agreement and Amendments was to provide for the comprehensive care, maintenance, operation, management, and improvement of the Benton County Fairgrounds for uses including the Benton-Franklin County Fair, horse racing and associated parimutuel betting, public fairs, rodeos, expositions, exhibits, concerts, and other public events by the Association;

AND WHEREAS, the duration of the Agreement and Amendments was for a period of five years, from May 1, 1983 through and including April 30, 1988;

AND WHEREAS, the parties mutually desire to terminate the Agreement and Amendments;

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

1. The Agreement dated May 31, 1983 and subsequent Amendments thereto shall terminate effective the 31st day of December, 1987, and thereafter all rights and responsibilities of the parties thereunder shall cease.

2. By 11:59 p.m. on December 31, 1987, the Association shall clean the entire fairgrounds, remove its personal property, vacate the premises, and transfer all keys in its possession to Benton County.

3. Benton County has incurred indebtedness for the purpose of (1) refunding outstanding notes issued for the purpose of providing funds to improve the fairground facilities, (2) paying operation and maintenance expenses of the fairground facilities, and (3) making improvements to or acquiring additional fairground facilities. Such indebtedness is approximately as follows:

(a)	Rainier Bank 4001	$241,794.41
(b)	Rainier Mortgage 9004	164,495.91
(c)	BC Resolution 86-36	72,805.01
(d)	BC Resolution 86-368	72,805.01
(e)	BC Resolution 86-120/127	50,000.00
		$601,900.34

cc: Pros. Atty.
Ted Martin
Fair Assn.
Franklin County
Treas.
Auditor

Benton County shall pay all such indebtedness without right of contribution from the other parties hereto and shall pay all other bills and obligations relating to the care, maintenance, operation, management and improvement of the Benton County Fairgrounds through December 31, 1987.

4. The Association hereby assigns to Benton County its rights and interests in the contracts set forth below. County hereby accepts such rights and interests and assumes the following obligations:

   (a) GTE purchase agreement dated February 9, 1987;
   (b) Pitney Bowes rental agreement No. 14355482 dated September 6, 1984; and
   (c) United Tote Company contract.

5. The Association hereby assigns to Benton County its rights and interests to all accounts receivable accruing through December 31, 1987 and shall execute and deliver to Benton County all documents necessary to transfer its rights and interests in such accounts.

6. The Association shall execute and deliver to Benton County Quit Claim Deeds transferring all of its right, title and interest in fairground property to Benton County.

7. Benton County may, but is not required to, hire and employ starting January 1, 1988 any Association employees, including the fairgrounds manager, office staff and groundskeepers.

DATED this 31st day of December, 1987.

FRANKLIN COUNTY, WASHINGTON

Chairman.

Member.

Member.

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

Attest: Clerk of the Board.

BENTON COUNTY, WASHINGTON

Chairman.

Member.

Member. 1/20/88

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

Attest: Clerk of the Board.

BENTON-FRANKLIN FAIR ASSOCIATION

By: _____
President

Attest: _____
Secretary

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICE

THIS AGREEMENT, MADE AND EXECUTED THIS _____ day of _____, 1988, by and between Franklin County, State of Washington, and the Sheriff of Franklin County, Washington acting jointly, hereinafter referred to as "County," and the Franklin County Fire Protection District No. 3, a municipal corporation of the State of Washington, hereinafter referred to as "District," WITNESSETH:

WHEREAS, County has developed and is presently maintaining and operating an emergency dispatch system capable of receiving emergency telephone messages from the public in need of emergency police, fire or ambulance service, and,

WHEREAS, District is in need of providing for the receipt of said calls from residents and people within the District and the dispatch of the appropriate emergency equipment and personnel in answer to said calls, and,

WHEREAS, it is agreed by the parties that a central, coordinated and uniform emergency dispatch facility and system would promote efficiency and provide for greater cooperation and coordination in the delivery of emergency services to the public at a reduction in costs, now, therefore,

IN CONSIDERATION of the mutual covenants and agreements herein contained, and pursuant to the authority granted by R.C.W. Chapter 39.34, it is hereby agreed by the parties as follows:

(1) County will provide, maintain and operate an emergency dispatch facility, including the furnishing of all necessary equipment and personnel, to receive emergency telephone calls from the public served by District seeking emergency police, fire, ambulance or emergency medical technician services and to dispatch the appropriate emergency equipment and personnel in response to said emergency call. Said service shall be operated by County 24 hours per day, seven days per week, excluding such periods of electrical or mechanical breakdown as shall be beyond the reasonable control of County, and except in the event such system or a part thereof becomes inoperative through damage by fire, casualty or act of God. In the event of such mechanical breakdown or damage, County shall use all necessary and reasonable effort to return said system to full operation as quickly as reasonably possible.

In addition to the receipt and dispatch of said calls, County shall provide through said dispatch center to the District Fire Department, access to the use of W.A.C.I.S., N.C.I.C., D.O.L. and BI-Pin Computer systems.

(2) District agrees to provide at its own expense the necessary emergency vehicles, equipment and personnel to respond to and service asaid emergency calls, and all necessary radio equipment to receive said dispatch and provide two-way radio communication between such emergency vehicle or District personnel and the central dispatch facility operated by County. Said radio equipment shall be of good quality capable of broadcasting upon such frequencies as shall be assigned and shall be maintained and operated by District personnel in such a manner as not to cause interference with the other users of such central dispatch system. District emergency vehicles, equipment and the home base thereof, except when engaged in a response to a previous emergency dispatch, shall be available for emergency dispatch by radio and phone communication 24 hours per day, seven days per week.

(3) This agreement shall be effective commencing at 12:01 a.m. on the 1st day of January, 1988, and shall continue in full force and effect until twelve midnight on the last day of December, 1988, and for a like period of one year each calendar year thereafter unless written notice of intent to withdraw shall be given by District to County not less that ninety days prior to the anniversary date of this agreement.

(4) As payment for the services herein agreed to be provided by County, District shall pay an annual fee equal to that percentage of the total costs of maintenance and operation of said dispatch system for said year as District use of said system bears to the total use of said system. "Use" shall be measured by the number of phone calls to said dispatch center and the number of radio dispatches or transmissions from said center. All calls to said dispatch center concerning fire within the jurisdictional boundary of the District, and all dispatches or radio transmissions to District fire stations or personnel thereof shall be attributed as a District use of said system. Radio transmissions between vehicles shall not be counted as use, however.

Said fee for the calendar year of 1988, and the fee for each succeeding year thereafter, if any, shall be paid as follows:

(a) For the calendar year 1988 an estimated annual fee of $2,638.00 is hereby agreed upon by the parties, one-half of which shall be paid upon or before January 30, 1988 and the balance upon or before July 1, 1988. Within a reasonable time after the close of the calendar year said actual annual fee based upon actual use and actual cost of maintenance and operation as provided above shall be computed. Any excess fee owing above the estimated fee paid shall be paid within 30 days of computation and billing. Any excess of estimated fee paid by District over the actual fee shall be credited against the estimated fee to be paid by District for the next succeeding calendar year if this contract remains in effect or, if not, the same shall be refunded by County to District.

b. For each succeeding calendar year following 19 88 an estimated fee shall be established which shall be that percentage of the anticipated total cost of maintenance and operation of said system for said calendar year as District anticipated use of said system bears to the anticipated total use. Anticipated costs of maintenance and operation shall be the actual cost for the preceeding year adjusted to reflect any identifiable increase or decrease in employee costs, maintenance costs or other like items. The estimated percentage use shall be based upon actual use as experienced for the immediately preceeding one year period of August 1, 1986 to July 31, 1987. One half of said estimated fee shall be paid upon or before January 30th and the remainder upon or before July 1st of the year to which said fee applies.

(5) County agrees to budget no less than $5,000.00 as capitol outlay for replacement and improvement of the central dispatch system for each year this contract shall be in effect. In the event of the failure to expend the full amount of $5,000.00 for said purposes during said year, such unexpended portion shall be added to the budget for capitol outlay for the next succeeding year. Said $5,000.00 budget for cost of operation shall be considered as part of the total cost of operation and maintenance of said dispatch system for the year in which budgeted in computing dispatch user fees for said year as provided under paragraph (4) hereinbefore.

(6) It is understood by the parties to this interlocal agreement that Franklin County Fire Protection District No. 3 is the owner of one General Electric Control Unit, Serial #2106600. This unit is located in the Franklin County Public Safety Building basement, Room 119, and is covered by the requirements of paragraph (5) of said interlocal agreement wherein the County is obligated to maintain and repair, but not replace, said unit as need arises.

(7) It is anticipated County will contract with a number of agencies to provide dispatch service. In such event there shall be established an advisory committee, composed of one representative of each of the user agencies to be chosen by the chief executive officer or by the governing board of said agency; said representative to to serve for a period of one year commensurate with the term of the agreement. Said advisory committee shall meet no less than quarterly, and may meet more often if it desires. The purpose of recommendation to County and to each dispatch user concerning improvements in the operation or upgrading of said dispatch system. In addition, said advisory committee shall study and make prioritized recommendation as to the expenditure of the $5,000.00 capitol outlay fund hereinbefore provided. The actions of said committee shall be advisory to County only, who shall be solely responsible for the development, improvement, supervision and control of said central dispatch system and its operation.

(8) County shall in no way have supervision or control over the personnel or equipment owned and operated by District, nor shall County in any manner be responsible for or determine the number or adequacy of emergency vehicles or personnel provided by District, and the sole responsibility and function of County shall be to receive emergency calls from the public and dispatch equipment and personnel. County shall in no way be responsible for the delay of District in answering said dispatch, nor for the misfeasance nor malfeasance of District or its personnel in answering said dispatch or performing any function whatsoever.

Dated at Pasco, Washington this 21 day of March, 1988.

Attest:

Ron McLaughlin
Clerk of the Board of County Commissioner of Franklin County

Franklin County, Washington, a Municipal Corporation

By: Harold N Mathews
Chairman, Board of County Commissioners

By: K Mills
Member, Board of County Commissioners

By: Bruce M Titlesmark
Member, Board of County Commissioners

By: Richard Lathim
Franklin County Sheriff

Attest:

_____
Officer,
Franklin County Fire Protection District No. 3

Franklin County Fire Protection District No. 3.

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

FRANKLIN COUNT

COMMISSIONER:

COURTHOUSE - 1016 North 4t
Pasco, Washington 99301 545-3535

RESOLUTION NO. 8829

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING:

RE: Conditional Use Permit - File # CUP 88-1 - Agricultural airstrip for the purpose of commercial application of ground & aerial pesticides and herbcides, hangar, shop & residence.

WHEREAS, on March 3, 1988 (date), the Clerk of the Board did set a public hearing for March 21, 1988 (date), to consider the recommendations of the Franklin County Planning Commission to review the application of Hille-Kimp Spray Service, Inc., and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute;

2) The Planning Commission, after public hearing and consideration on March 1, 1988 (date), did recommend approval of said application;

3) The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

WHEREAS, the public use and interest will be served by approving the above-mentioned application.

NOW, THEREFORE, BE IT RESOLVED that the above-mentioned application be approved in accordance with the provisions of the Franklin County Zoning Ordinance and as recommended by the Planning Commission's attached Conditions of Approval.

DATED THIS 21st **DAY OF** March, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Darrell McKenzie
Chairman

Member

Attest:

D.D. McLaughlin
Clerk of the Board

Bruce A. Whitmarsh
Member

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - HILLE-KIMP AIRSTRIP - CONDITIONAL USE PERMIT # CUP 88-1

1. The applicant contact the County Fire Marshal and supply him with the information required in his letter of February 2, 1988.

2. The applicnat obtain written approval from the FAA.

3. Approval must be received from the Department of Ecology pertaining to the applicant's waste water plan and/or approved facilities for the rinsing of chemicals from the aircraft and containers.

4. Written approval from the Health District for the septic tank and water supply must be received prior to the issuance of the conditional use permit.

5. A permit for accessing onto LaFollette Road must be received from the County Highway Department prior to the issuance of building permits.

6. The applicant contact the County Building Inspector and submit the required plans for his review and approval prior to the issuance of building permits.

FRANKLIN COUNTY COMMISSIONERS

COURTHOUSE - 1016 North Fourth
Pasco, Washington - Phone: 545-3536

ORDINANCE NO. 1-88

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING - RE: CHANGE IN ZONE FROM Agricultural Production (AG) TO Rural Service Commercial, C-2 APPLICANT: John Daugharty & Jack Carr

WHEREAS, on March 3, 1988 (Date) the Clerk of the Board did set this date for a public hearing to consider the recommendations of the Franklin County Planning Commission to rezone from Agricultural Production (AG) to Rural Service Commercial, C-2 the following described property:

LEGAL DESCRIPTION:

SEE ATTACHED

and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute,

2) The County Planning Commission, after public hearing and consideration on March 1, 1988 (Date), did recommend approval of said rezoning with the following conditions:

1. The applicant obtain approval from the Health Department for the water system and septic tanks for the development.
2. A permit for accessing onto Pasco Kahlotus Road must be obtained from the County Highway Department.
3. Before any building permits are issued, site plans are to be submitted to the Planning Department for review & approval by the Building Insp., Planning Director, County Engineer, Fire Marshal & Health Department for compliance with the applicable regulations.
4. All signs shall be in conformance with the Franklin County Sign Ordinance.

3) The rezoning of the above described property is in conformance with the intent of the Comprehensive Plan, and

WHEREAS, it appears to be in the public use and interest to approve said rezoning,

NOW, THEREFORE, BE IT RESOLVED that the property described above be rezoned from Agricultural Production (AG) to Rural Service Commercial, C-2 in accordance with the provisions of the Franklin County Zoning Ordiance and as recommended by the Planning Commission with the conditions mentioned above.

DATED THIS 21st DAY OF March, 19 88.

BOARD OF COUNTY COMMISSIONERS,

Harold R Matthews
Chairman

Member

ATTEST:

Clerk of the Board

Bruce W Whitemarsh
Member

EFFECTIVE DATE: This ordinance shall be in force and effect from and after this 10th day of April, 19 88.

8/81

FRANKLIN COUNTY

LEGAL DESCRIPTION - DAUGHARTY/CARR ZONE CHANGE - FILE # ZC 88-1

LEGAL DESCRIPTION

Beginning at the intersection of the east line and the center line of the Pasco-Kahlotus Road and being 600 feet, more or less, from the northeast quarter corner of Section 8, Township 9 North, Range 31 EWM; this being the true poing of beginning; thence southwesterly along said centerline a distance of 865 feet, more or less; thence southeasterly perpendicular to said road centerline a distance of 410 feet, more or less, thence northeasterly parallel to the centerline of said road a distance of 610 feet, more or less, to the east line of said Section 8, Township 9 North, Range 31 EWM, thence north along said east line a distance of 490 feet, more or less, to the ture point of beginning.

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North Fourth
Pasco, Washington - Phone: 545-3535

FRANKLIN COUNTY COMMISSIONERS

CONDITIONAL USE PERMIT NO. 87-2

The following Conditional Use Permit is granted, in accordance with the provisions of the Zoning Ordinance of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on March 14, 1988, to:

Pasco Sanitary Landfill, Inc. (Name) c/o 1040 Merry Lane, Pasco, WA 99301 (Address)

for the following described property:

SEE ATTACHED

at (address) Dietrich Road, Pasco, WA

Conditional Use:

Expansion of landfill area for the purposes of disposing of sludge.

Conditions of Approval, if any: (Note - List hereunder all drawings and diagrams attached to this permit made a part hereof or referred to and made a part hereof by reference.)

SEE ATTACHED

NOTE: Failure to fulfill the above stated conditions will result in cancellation of the Conditional Use Permit:

NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY. THIS PERMIT APPLIES TO THE ABOVE DESCRIBED LAND AND SHALL BE FOR THE ABOVE NAMED INDIVIDUAL, HIS HEIRS AND/OR ASSIGNS. IT CANNOT BE TRANSFERRED TO ANOTHER SITE.

Acceptance: I, Larry Dietrich, do hereby accept this Conditional Use Permit and conditions contained therein and will comply therewith.

Signed this 16 day of March, 19 88. Larry L Dietrich (Permittee)

This Conditional Use Permit issued this 21st day of March, 19 88.

Haydn Mathews, Name

Chairman, Title

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Original to Permittee
Duplicate to File

FRANKLIN COUNTY

LEGAL DESCRIPTION - PASCO LANDFILL - CONDITIONAL USE PERMIT - FILE # CUP 87-2

DESCRIPTION OF EXPANDSION AREA:

That portion of Section 22, Township 9 North, Range 30 East, W.M., Franklin County, Washington.

Commencing at the West quarter corner of said Section 22; thence along the centerline of said Section 22, S 89°33'18" E a distance of 1325.10 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 22 and the true point of beginning; thence along the West line of said subdivision, N 1°04'35" E a distance of 1328.64 feet to the Northwest corner of said subdivision; thence along the North line of said subdivision, S 89°33'17" E a distance of 190.44 feet to its intersection with the Northerly right-of-way boundary line of the old Pasco Reclamation Canal; thence along said boundary line on the arch of a curve to the right, having a radius of 979.93 feet; an arc distance of 320.48 feet; thence S 62°58'00" E a distance of 397.57 feet; thence on the arc of a curve to the left, having a radius of 1120.92 feet, an arc distance of 678.21 feet; thence N 82°22'00" E a distance of 165.30 feet; thence S 40°08'18" E a distance of 470.22 feet to its intersection with the East line of the West half of the Southwest quarter of the Northeast quarter of said Section 22; thence along said East line, S 1°03'05" W a distance of 1300 feet; thence S 56°11'38" W a distance of 700 feet; thence S 75°33'40"W a distance of 600.44 feet; thence N 59°39'44" W a distance of 633.65 feet; thence N 32°57'59" W a distance of 517.26 feet, intersecting the East line of the West half of the Southwest quarter of said Section 22; thence along said East line, N 1°04'35" E a distance of 213.39 feet to the true point of beginning.

Containing in all 80 acres more or less.

ATTACHMENT #2

CONDITIONS OF APPROVAL

(As amended & adopted by the Board of County Commissioners on 2/22/88)

1. Obtain approval from the Benton-Franklin Health District and the State Department of Ecology.

2. The permit shall be for the property described in the application.

3. The expanded site shall be used for the spraying of sludge in accordance with the Minimum Functional Standards (WAC 173-304) imposed by the Department of Ecology; WDOE 82-11 and WDOE 82-12.

4. The disposal of digested sludges and septic tank sludge processed through a sewer treatment plant shall be done in accordance with the regulations established by the Benton-Franklin Health District and/or the Department of Ecology. Spraying of sludge shall be done when the wind conditions are 3 miles per hour or less.

5. The disposal of other waste products is strictly prohibited.

6. Nothing in this permit shall be construed as excusing the applicant from compliance with any Federal, State or Local statutes, ordinances, or regulations applicable to this project other than the permit requirements of the conditional use permit of Franklin County, Washington.

7. The review date for this conditional use permit shall be April 22, 1997 for the disposal of sludge.

8. No access to the landfill site be made other than from Dietrich Road.

9. For sludge disposal, a 100 foot buffer be maintained where no sludge will be sprayed on the land.

10. The permittee will install a well or wells between the DeVries Dairy well and the expanded permit area prior to the disposal of sludge, if required by the Benton-Franklin Health District. The number and location of the well (s) is to be coordinated with the Health District.

11. The Pasco Sanitary Landfill, Inc. may re-apply to use the property described in CUP #87-2 as a solid waste disposal site at such time as its current landfill permit is to be renewed on April 25, 1992. Prior to such renewed application, Pasco Sanitary Landfill, Inc. shall obtain all permits required and comply with all provisions of (1)

ATTACHMENT #2 - Page 2

R.C.W. 70.95 (including the County Solid Waste Management Plan); (2) R.C.W. 70.05; (3) WAC 173-304 and any and all other statutes, ordinances and regulations governing the establishment and operation of a solid waste landfill.

12. This approval shall further be conditioned upon Pasco Sanitary Landfill, Inc., continuous compliance with all statutes, ordinances, and regulations governing the operation of a solid waste landfill and sludge waste disposal.

BENTON-FRANKLIN FAIR & RODEO MANAGEMENT AGREEMENT

THIS AGREEMENT, dated this 21st, day of March, 1988, by and between Benton and Franklin Counties, hereinafter called "Counties", and the Benton-Franklin Fair Association, a non-profit corporation, hereinafter called "Association", is executed for the purpose of providing for the operation, management, and improvement of the properties described herein for the use of the Benton-Franklin County Fair and Rodeo.

WHEREAS, the Counties have determined it to be of the greatest benefit to the public to contract, pursuant to the authority of RCW 36.37.040, for the operation and management of an annual county fair and rodeo, for the benefit of the general public.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. PARTIES Benton and Franklin Counties are parties to this Agreement in their capacities as co-sponsors of the the Benton-Franklin County Fair and Rodeo.
2. DURATION The duration of this Agreement shall be a period of five years, from March 21st, 1988, through December 31, 1992.
3. MANAGEMENT FEE Benton and Franklin Counties will pay $10,000 to the Association as the management fee for managing the Benton-Franklin County Fair and Rodeo. Said fee is to be paid from the Fair Fund as defined in the Joint Resolution

between the counties, dated March 1, 1988.

4. SERVICES The Association shall provide the following services:

(a) Conduct, operate, manage and promote the Benton-Franklin County Fair and Rodeo at the Benton-Franklin County Fairgrounds, Kennewick, Washington, (hereinafter "Property") in the month of August of each year of this Agreement. The exact dates of each fair are to be established by joint resolution of the counties. In managing the Fair the Association shall perform the duties including but not limited to the following:

1. Maintain the Property and all fixtures and improvements thereon in clean, safe and good condition and repair for maximum benefit and utilization by and for the public and comply with all local, state, and federal laws and regulations relating to the use of the Property and operation of the Fair and Rodeo.

2. Promote, manage, and supervise, the use of the Property, together with all fixtures and improvements thereon, for the Benton-Franklin County Fair and Rodeo.

3. Provide adequate vehicle and traffic control and crowd security during the Fair. A written vehicle and traffic control and crowd plan developed after consultation

with the Benton County Sheriff shall be submitted to the Fairgrounds Director on or before July 1, of each year.

4. Provide for the health and safety of animals, exhibiters and fairgoers. A written health and safety plan developed after consultation with the Benton-Franklin District Health Department shall be submitted to the Fairgrounds Director on or before July 1, of each year.

5. Assume the Fairgrounds are cleaned and all trash and garbage are removed on a daily basis during the fair and that final cleanup and trash removal has occurred no later than close of business on the 1st business day of September each year.

6. Provide for fire safety and emergency vehicle access. A written plan which identifies the location of first aid stations, emergency communication areas and other procedures relative to the care and safety of animals and the general public developed after consultation with the Benton County Fire Marshall and the Tri-City Fire Prevention Bureau shall be submitted to the Fairgrounds Director on or before July 1st, of each year.

7. Prohibit overnight camping or sleeping of any persons within the Fairgrounds except in areas designated by the Fair Board.

(b) Participate with the Counties in the preparation, coordination, and execution of short and long term plans for development of the Property for improved and expanded use for the Benton-Franklin County Fair and Rodeo.

(c) Undertake such improvements and development of the Property as may be provided in the plans for development and agreed upon by the parties and provided for in either the Fair Fund budget, the Fairgrounds Fund budget or from funds of the Association.

5. BUDGET-REVENUES AND EXPENDITURES

(a) All receipts resulting from (1) the operation of the Fair, except the parking fees as described in paragraph 12, (2) any activities operated at the fairgrounds by the Association and (3) services provided by the Association pursuant to this Agreement shall be deposited by the Association in the "Fair Fund" in the Franklin County Treasurer's Office. It is agreed that funds deposited in the "Fair Fund" shall be used for the Fair and fairgrounds operation. The paragraph shall not be deemed to authorize the Association to contract on behalf of the

counties. The Association shall have no authority to enter into a contract on the behalf of either or both counties. Any contract entered into by the Association shall be the sole obligation and responsibility of the Association.

(b) Expenses incurred by the Association in the performance of its services pursuant to this agreement shall be limited to the line-item appropriations established in the Fair Fund budget. Those expenses will be vouchered through the fairground manager for payment by the Franklin County Auditor's Office.

6. REPORTING The Association shall, not later than the 20th day of each month, provide the Franklin County Auditor with a written report of the revenue received. The Association shall provide the Counties with other reports and information relating to its provision of services pursuant to this Agreement as the Counties may require.

7. RECORDS INSPECTION The Counties or their duly authorized representatives shall have the right to inspect and review all records and other materials of the Association which they deem pertinent to this Agreement. The Association shall make all such records and materials availabale for inspection and review at reasonable times.

8. COUNTIES COMMITMENTS

(a) The Fairground facilities including the horse racing facilities shall be available as needed to the Association three weeks prior, during, and one week after the Benton-Franklin County Fair and Rodeo.

(b) The use of the "rolling stock", i.e., trucks, tractors, etc., located at and used to operate and maintain the fairgrounds is granted to the Association to be used for Benton-Franklin County Fair and Rodeo related uses. Use of this equipment shall be an allowable cost when determining profit and loss of fair operations, but in no event shall the Association be billed for said cost.

(c) The Fair Grounds Department employees shall be available to assist the Association, as needed, for the successful operation of the Benton-Franklin County Fair and Rodeo as directed by the Fairgrounds Manager. The value of the department employee's time attributable to the fair operations shall be an allowable cost when determining profit or loss of fair operations, but in no event shall the Association be billed for this cost.

(d) The Counties agree to the use of the fair grounds facilities by the Association for their Fair Board, Association, Superintendents, and

other fair related meetings without cost to the Association. Arrangements for such use are to be made through the Fairgrounds Manager.

9. ADVISORY COMMITTEE An advisory committee shall be established to provide for supervisory and policy coordination between the parties of this agreement. The members of the Advisory Committee shall be:

(a) One Benton County Commissioner

(b) One Franklin County Commissioner

(c) President of Benton-Franklin Fair Association

(d) Treasurer of Benton-Franklin Fair Association

(e) One person appointed by the Benton County Commissioners to serve until removed by that Board.

(f) One person appointed by the Franklin County Commissioners to serve until removed by that Board.

(g) Fairgrounds Director, as an ex-officio non-voting member.

The Advisory Committee shall meet at such times and places as needed to assure resolution to any situation that may arise that needs immediate action.

10. NON-DISCRIMINATION The Association shall not discriminate against any person or persons by reason of race, religion, color, sex or national origin in the provision of its services pursuant

to this Agreement.

11. NON-ASSIGNMENT The Association shall not assign this Agreement or any portion of this Agreement or any of its rights or responsibilities hereunder without the prior written consent of the Counties.

12. PARKING LOT-AGREEMENT The Association shall charge users of the city parking lot a one dollar ($1.00) user's fee. All proceeds from the operation of the city parking lot shall be paid daily to the Benton County Treasurer for deposit in the Fairgrounds Parking Lot Fund for use to defray expenses, retire debts, pay assessments or other wise support the operation of the parking lot pursuant to Benton County's Lease with the City of Kennewick. The Association acknowledges the receipt of a copy of such Lease and agrees to abide by its terms.

The Association shall maintain a parking revenue book in a form and manner agreed upon by the Benton County Treasurer and Auditor for controlling and verifying city parking lot revenues. The book shall have a control form for each day that parking is charged. The control form shall contain starting and ending ticket numbers, the number of tickets used, total parking revenues collected, and a verification of the collected revenues to the tickets used.

13. BUDGET APPROVE AND CONTRACT MODIFICATIONS The Fair Association should have all changes in this

contract approved and the following year's proposed budget for the Fair approved by December 1st of each year.

14. INSURANCE Neither Benton or Franklin Counties, nor their officers, employees and agents shall be liable for any damage or injury of whatever nature to any person or property occurring on the Property as a result of the activities of the Association or its use of the Fairgrounds during the term hereof. The Association shall indemnify and hold the Counties and their officers, employees and agents free and harmless from any and all claims of injuries to persons, including death, damages to property, loss of time, and any and all other losses or damages which may arise from the use, operation or rental of the Fairgrounds by the Association. The Association shall at its own cost and expense defend any and all actions which may be brought against the Counties and their oficers, employees and agents upon such claims and shall pay any and all judgments that may be recovered against the Counties and their officers, employees and agents upon such actions.

The Association knows and understands that Benton County does not have general liability insurance. The Association shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the Association's operation and use of the Fairgrounds. The cost of such insurance shall be borne by the Association.

The Association shall maintain limits no less than:

1. Comprehensive General Liability: $1,000,000 combines single limit per occurrence for bodily injury, personal injury and property damage.
2. Worker's Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of Washington and Employers Liability limits of $1,000,000 per accident.

Any deductibles or self-insured retentions must be declared to and approved by the Counties. At the option of the Counties, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Benton and Franklin Counties, their oficers, officials and employees or the Association shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The policies shall contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. Benton and Franklin Counties, their officers, officials, employees and volunteers shall be covered as insureds regarding liability arising out of premises owned, leased or used by the Association. The coverage shall contain no special limitations on the scope of protection afforded to the Counties, their officers, officials, employees or volunteers.

b. The Association's insurance coverage shall be primary insurance as respects the Counties, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Counties, their officers, officials, employees or volunteers shall be of the Association's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or volunteers.

d. Coverage shall state that the Association'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.

2. Worker's Compensation and Employers Liability

Coverage

The insurer shall agree to waive all rights of subrogation against the Counties, their officers, officials, employees and volunteers for losses arising from the leased premises.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Counties.

Insurance shall be placed with insurers with a Bests' rating of no less than A:VII.

By July 1, of each year, the Association shall furnish the Counties with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms provided by the Counties and are to be received and approved by the Counties by July 1, 1988. The Counties reserve the right to require complete, certified copies of all required policies, at any time.

15. TERMINATION This Agreement may be terminated by

mutual agreement of the parties or for cause by one party upon 60 days prior written notice in the event of violation by another party of any of the provisions of this Agreement, provided, the violating party shall be given 60 days from such written notice of termination to correct such violation and if such correction is made within the 60 day period, this Agreement shall not be terminated. Such opportunity and period of correction shall not be available for second and succeeding violations of the same provision of this Agreement.

DATED this 21st day of March, 1988.

BENTON COUNTY, WASHINGTON

R. E. Isaacson
Chairman

Robert J. Drake
Member

Member

Constituting the Board of
Benton County Commissioners

FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Member

Bruce D. Whitehouse
Member

Constituting the Board of
Franklin County Commissioners

ATTEST:

Joan Heinty

Clerk of the Benton County Board of County Commissioners

ATTEST:

D.M. McLaughlin

Clerk of the Franklin County Board of County Commissioners

BENTON-FRANKLIN FAIR ASSOCIATION

Jerry Gathman

President

Mary Richmond

Secretary

Approved as to form:

Benton County Prosecuting Attorney

Approved as to form:

Franklin County Prosecuting Attorney

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 23, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board approved the following vouchers for payment: Current Expense Warrant Numbers 22204 - 22334 - $78,845.71.

The Board approved and signed Joint Resolution No. 88-30, Public Notice for the Establishment of New Franklin County Budget for the fairgrounds and Fair Association budgets. (A copy is attached as Exhibit A.) Mr. Mathews signed letters to Prosser Record Bulletin, Franklin County Graphic and Tri-Cities Herald requesting publication of said notice.

A letter was presented to the Board acknowledging the planting of a tree on County property by The Flying Blue Birds, Camp Fire Group, for Arbor Day celebration.

10:02 a.m. A public hearing was held for the opening of sealed bids on the purchase of two new pickup trucks. Mr. Mathews and Mr. Whitemarsh were present at the beginning of the meeting; Mr. Miller arrived during the opening of the contracts. Bids were received as follows: Bill McCurley Chevrolet, Pasco, Washington - $22,584.10 net; Sallee Chevrolet, Milton-Freewater, Oregon - $21,658.20 net; Russ Dean Ford, Pasco, Washington - $25,004.86 net. To allow time for reviewing all bids submitted, awarding of contract will be March 30, 1988 at 10:00 a.m. The meeting was then closed by Mr. Mathews.

The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson advised that Adams County had signed the agreement on the line division for road maintenance.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 28, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO: 88 088
FRANKLIN COUNTY RESOLUTION NO: 88-30

RE: ESTABLISHMENT OF NEW FRANKLIN COUNTY BUDGET

WHEREAS, in accordance with R.C.W.36.40.140 and R.C.W.36.40.150 the Counties of Benton and Franklin shall publish a notice stating that it has completed and placed on file a preliminary supplemental budget for Fairground and Fair Association.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Boards of County Commissioners for Benton and Franklin Counties, Benton and Franklin Counties, Washington, that a proper hearing will be held at 1:30 p.m. on Wednesday, April 13, 1988, the Franklin County Commissioners office located Franklin County Courthouse, 1016 N. 4th, Room 201, Pasco, Washington, at which time all interested parties may appear for or against.

DATED this 28th day of March, 1988.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chairman

Member

Member

Clerk of the Board

DATED this 23rd day of March, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 28, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board met with Nancy Caldwell. Mrs. Caldwell presented an amendment to the County/State contract 1440-621672 with the Bureau of Alcohol and Substance Abuse. The amendment, adding Phase Two of Federal Drug Money, would increase the contract by $38,492. The Board approved and signed the amendment. Mrs. Caldwell presented another amendment to contract 87-ADA-CAC, Benton and Franklin Counties and Benton-Franklin Community Action Committee. This amendment increased the contract amount by $16,875 from $8,992 to a new total not to exceed $25,867. The Board approved and sign this change. Copies of both amendments will be returned to the Commissioners when fully signed by all parties.

10:04 The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Mathews opened the meeting for the awarding of the contract for the purchase of an asphalt distributor. After reviewing all bid documents, it was recommended to purchase the Ford LN8000/Bear Cat BC501 Asphalt Distributor bid by Russ Dean Ford, Inc., of Pasco, Washington. Mr. Gilkeson advised that it was the closest bid to meeting the specifications and was the sixth lowest bid. After reviewing bid tabulation presented by Mr. Gilkeson, Mr. Miller made a motion to accept the bid from Russ Dean Ford. Mr. Whitemarsh seconded. The Board unanimously voted to approved the recommendations of the County Engineer. (Exhibit A - Approval of Awarding Contract)

Mr. Gilkeson supplied a copy of the proposed supplemental budget requiring the budgeting of Road levy funds to the Sheriff Department. Mr. Gilkeson reminded the Board that the public hearing had been set for April 4, 1988. The matter of oil dusting Glenwood Road was again discussed. A possibility of a pilot program was discussed, but it was felt further information was needed. Mr. Gilkeson reported the theft of the aluminum parts of the irrigation pipes from Chiawana Park.

Mr. Peterson brought before the Board a Joint Resolution for supplemental appropriation in the amount of $53,069 for the Juvenile Justice Systems, ages 14-19, for Training, Education, and Employment Network (TEEN). The Board approved and signed Joint Resolution 88-31 (attached as Exhibit B).

2:00 p.m. The Board met with all three commissioners present to review ordinance related to smoking. Mr. Whitemarsh moved to adopt the ordinance. Mr. Miller seconded. Mr. Whitemarsh was concerned about the exceptions and wished to eliminate them; whereas, Mr. Miller did not want to make the ordinance too tight and restrictive. Mr. Mathews

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March ~~30~~ 28, 1988

pointed out that the last sentences in Section 3, 1 and 2 would eliminate many exceptions. The Board unanimously voted to approve the ordinance as presented. Ordinance No. 2-88, Prohibiting Smoking in enclosed work areas and prescribing penalties for violators, was signed by all three commissioners to be effective April 1, 1988. Copy of Ordinance attached as Exhibit C.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until March 30, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitehead
Member

Ken Miller
Member

Attest:

Debbie McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

March 29, 1988
BG-88-38

TO: Board of County Commissioners
Franklin County

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: Award of Bid - Asphalt Distributor

We have reviewed the proposals received from the four companies biding for the purchase of an asphalt distributor.

The Ford LN8000/Bear Cat BC501 Asphalt Distributor, bid by Russ Dean Ford, Inc., of Pasco, Washington, is the one that is closest to meeting the specifications (see attached review) and is the sixth lowest bid (see attached bid tabulation results). We feel that this machine provides the best value to the County.

I therefore recommend the Award of Bid to Russ Dean Ford, Inc., for $87,337.95. The Award will include the trade-in option on the two asphalt distributors.

RECOMMENDED: _____
Bruce A. Gilkeson, P.E.
County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

_____
Harold N. Mathews, Chairman

_____
Ken Miller, Member

_____
Bruce D. Whitemarsh, Member

BAG/ler
Attachments

EXHIBIT A

BID TABULATION

NAME: Asphalt Distributor

BID OPENING DATE: March 14, 1988

ITEM	RUSS DEAN FORD PASCO, WA		SAHLBERG SPOKANE, WA			MODERN MACHINERY SPOKANE, WA		ANDREWS EQUIPMENT SERVICE SPOKANE, WA	
	Ford Diesel	CAT Diesel		Alternate Bid 1	Alternate Bid 2	Option 1	Option 2	Option 1	Option 2
Unit Complete as Specified	$ 83,768.50	$ 84,518.50	$ 83,357.45	$ 74,500.00	$ 71,000.00	$ 93,278.00	$ 91,778.00	$ 88,812.00	$ 80,872.00
Sales Tax (7.8%)	$ 6,533.95	$ 6,592.45	$ 6,501.88	$ 5,811.00	$ 5,538.00	$ 7,275.68	$ 7,158.68	$ 6,927.34	$ 6,308.02
Net Total Bid	$ 90,302.45	$ 91,110.95	$ 89,859.33	$ 80,311.00	$ 76,538.00	$100,553.68	$ 98,936.68	$ 95,739.34	$ 87,180.02
Option A: Trade-in of SV158 1972 Rosco/Dodge Asphalt Distributor, including sales tax credit	$ 2,156.00	$ 2,156.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,773.00	$ 3,773.00	$ 2,000.00	$ 2,000.00
Option B: Trade-in of SV159 1961 Seaman/International Asphalt Distributor, including sales tax credit	$ 1,617.00	$ 1,617.00	$ 500.00	$ 500.00	$ 500.00	$ 1,617.00	$ 1,617.00	$ 1,500.00	$ 1,500.00

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO._____

FRANKLIN COUNTY RESOLUTION NO. 88-31

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115-101, DEPARTMENT 177, 552-300, PRIVATE INDUSTRY COUNCIL (PIC), TRAINING, EDUCATION AND EMPLOYMENT NETWORK (TEEN) PROGRAM

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a grant of $53,069 from the Private Industry Council covering a period of April 1, 1988 through September 30, 1988; and,

WHEREAS, the Boards of Commissioners of Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests in that said expenditures will enhance the bicounty youth involved in the Juvenile Justice System, ages 14-19 for Training, Education, and Employment Network (TEEN); NOW, THEREFORE,

BE IT RESOLVED by the Boards of Commissioners from Benton and Franklin Counties that a supplemental budget appropriation budget in the amount of $53,069 be approved for the Benton-Franklin Counties Juvenile Fund, Fund NO. 115-101, Department 77, TEEN Program, as more fully described in Exhibit A attached hereto.

DATED this _____ day of March, 1988.

R. E. Isaacson
Chairman

Robert J. Drake
Member

Ron Lowe
Member

ATTEST:

_____
Clerk of the Board

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

DATED at Pasco, Washington, this 28th day of March, 1988.

Gordon Mathews
Chairman

Bruce A. Whitmarsh
Member

Ken Miller
Member

ATTEST:

Constituting the Board of County Commissioners of Franklin County, Washington

Clerk of the Board

cc: Franklin County Commissioners
Dave Sparks
Doug Loree
Rosalind Zengerle

1988 PRIVATE INDUSTRY COUNCIL BUDGET
TEEN (TRAINING, EDUCATION, AND EMPLOYMENT NETWORK)

		PERSONNEL		
	177-1596	Bookkeeper	1,475	
	177-1605	Training Counselor	4,804	
	177-1677	Youth Employment Salaries	24,400	
333-17-2001		Total Salaries	30,679	
		BENEFITS		
	177-2101	Industrial Insurance	2,255	
	177-2102	Social Security	2,247	
	177-2103	Medical Benefits-Staff	318	
	177-2104	Retirement-Staff	368	
333-17-2001		Total Benefits	5,188	
333-17-2001		Total Salaries and Benefits		35,867
333-17-2001	177-3101	SUPPLIES		1,345
		SERVICES		
333-17-2001	177-4102	Professional Services	13,025	
	177-4201	Postage	90	
	177-4202	Telephone	255	
	177-4301	Travel Expenses	937	
	177-4501	Rent	1,350	
	177-4905	Staff Training	200	
		Total Services		15,857
		TOTAL BUDGET		53,069

ORDINANCE NO. 2-88

AN ORDINANCE relating to smoking in the County workplace; prohibiting smoking in enclosed work areas; and prescribing penalties for violators;

PREAMBLE:
Franklin County has the duty to provide a healthful environment for the public and employees in its county facilities.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION 1. Findings. The Board of County Commissioners hereby makes the following legislative findings:

A. Authoritative experts including the U.S. Surgeon General and the National Academy of Sciences have concluded that nonsmokers may incur considerable health risk from the inhalation of cigarette smoke. According to the National Academy of Sciences, "public policy should clearly articulate that involuntary exposure to tobacco smoke has adverse health affects and ought to be minimized or avoided whereever possible."

B. Tobacco smoke coming off the burning end of a cigarette (side stream smoke) contains various substances which are irritants notably ammonia formaldehyde and acrolein, toxic gases such as carbon monoxide and hydrogen cyanide as well as numerous carcinogenic and mutagenic compounds. Side stream smoke is produced 94% of the total smoking time. Studies have shown some association between passive smoking and a broad variety of health problems, some of which may be disabling. Breathing smoke

in the workplace can cause irritations of the eyes and nasal passages, headaches, coughing and respiratory problems of affected individuals. Studies have demonstrated long term exposure to indoor tobacco smoke at work produced small airway disfunctions in nonsmokers equivalent to that found in individuals who had smoked up to ten cigarettes a day. A number of studies indicate that passive smoking is also associated with the increased risk of lung cancer.

C. For employees with preexisting health conditions, passive smoking can critically impair their ability to work. Recent court decisions have held employers responsible to employees to provide smoke free work environments or be held liable for documented discomfort, pain and illness caused to the employee by smoke in the workplace.

D. The county's air ventilation systems often simply remove the smoke from areas and recirculate it through the building; physical barriers separating smoking from non-smoking areas have proven inadequate. It is not possible to treat the conditions of each work area separately in isolation from its effects on other workers.

E. Additional scientific studies regarding the comprehensive health problems from passive smoke in the work place are still necessary, however, based on available data it would be unwise and imprudent for the county to continue to allow chronic exposure to tobacco smoke in county facilities.

F. The commissioners find the provisions of this ordinance

are a responsible and necessary action to protect the public health and the health of its employees from risk.

SECTION 2. Definitions.

A. "Smoking" shall mean and include inhaling, exhaling, or carrying any burning tobacco or other plant matter, including but not limited to cigarettes, cigars, or pipes.

B. "Enclosed Work Area" shall mean that area closed in by a roof and walls with at least one opening for ingress and egress, with the intended use primarily for and by officers and employees of Franklin County while conducting county business in facilities which are owned, leased or rented by Franklin County.

C. "Common Areas" shall mean that area enclosed by a roof and walls in facilities which are owned, leased or rented by the County, included but not limited to employee lounges, lunchrooms, stairways, elevators and restrooms.

SECTION 3. Smoking is prohibited in all county enclosed work and common areas, whether in enclosed individual or shared office spaces, and shall include all county vehicles, and shall apply to all persons who visit enclosed work and common areas, including all officers, employees, contractors, or visitors during all hours and all days of the year. This prohibition shall become effective on April 1, 1988.

A. Other Exceptions.

1. Should members of a collective bargaining unit determine that the smoking ordinance creates a situation with impacts peculiar to their particular bargaining unit, and impacts

can be strictly limited to only members of their bargaining unit, an exception request may be submitted to the county's Board of County Commissioners, who will bargain in good faith with the collective bargaining representative regarding application of the county smoking ordinance Provided that no exceptions will be authorized that result in exposing employees to unwelcome tobacco smoke in common or enclosed work areas.

2. Nonrepresented officers and employees who determine that the smoking ordinancecreates a unique situation with an adverse impact on the employee while in his/her place of work and the impacts can be strictly limited to that individual, may submit an exception request to his/her department director, who shall submit the request, along with the director's recommendation, to the Board of County Commissioners. The Board shall determine the feasibility of allowing an exception to the ordinance. Provided that no exceptions will be authorized that result in exposing employees to unwelcome tobacco smoke in common or enclosed work areas..

SECTION 4. Compliance. Enforcement shall be the responsiblity of the elected county officials and department heads ultimately responsible for the conduct of county employees, within the respective executive, legislative and judicial branches of Franklin County government. Violation of this ordinance shall constitute grounds for dismissal or suspension only in those situations in which the employee has repeatedly violated the provisions of the ordinance and has been counselled

by his/her supervisor for such violations. Provided, under no circumstances shall any violation of this ordinance constitute grounds for dismissal or suspension if it occurs within the first 60 days after the effective date of this ordinance.

Passed and adopted this 28 day of March, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce M Whitmarsh
Member

Member

Attest:

Clerk of the Board

by his/her supervisor for such violations. Provided, under no circumstances shall any violation of this ordinance constitute grounds for dismissal or suspension if it occurs within the first 60 days after the effective date of this ordinance.

Passed and adopted this 28 day of March, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitmarsh
Member

Member

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANKLIN COUNTY SHERIFF, FRANKLIN COUNTY WASHINGTON FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

This agreement, entered into this 29th day of March 1988, by the U.S. Army Corps of Engineers, Walla Walla District (hereinafter referred to as the Corps) and Franklin County, State of Washington (hereinafter referred to as the Cooperator).

WHEREAS, the construction of the McNary Lock and Dam was authorized by the Rivers and Harbors Act, Public Law No. 14, 79th Congress, First Session, approved March 2, 1945, and Ice Harbor and Lower Monumental Locks and Dams (hereinafter called the "Project") were authorized by the River and Harbor Act of 1945 and House Document 531, 81st Congress, Second Session, approved March 20, 1950, and the provision of recreation resources in Washington State, Franklin County, was authorized by Section 4 of the 1944 Flood Control Act, as amended (16 U.S.C. 460d); and

WHEREAS, it is the responsibility of the Corps, in administering the Project lands, to provide the public with safe and healthful recreational opportunities; and

WHEREAS, the Cooperator has the authority to enforce the state and local laws for Franklin County, Washington, on such lands; and WHEREAS, Section 120 of the Water Resources Development Act of 1976 (Public Law 94-587) authorizes the Corps to contract with states and their political subdivisions for the purpose of obtaining increased law enforcement services on Project lands to meet needs during peak visitation periods; and

WHEREAS, it is in the best interests of the Corps to obtain the assistance of the Cooperator in the enforcement of state and local laws on Project lands.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Task Orders.

(a) The Corps, while coordinating with the Cooperator, shall develop Task Order No. 1 which will describe the scope and extent of law enforcement services to be provided by the Cooperator in accordance with this agreement.

(b) It is recognized and understood that the Corps and the Cooperator will renegotiate the Task Order annually. The renegotiated Task Order shall, upon written acceptance thereof by both parties, supersede Task Order No. 1.

Article 2. Obligations of the Cooperator.

(a) The Cooperator agrees to furnish law enforcement services as follows:

(1) Normal, emergency, or unanticipated enforcement of civil and criminal laws of the state and local jurisdiction on Project lands and waters without claim for reimbursement under this agreement.

(2) The enforcement of the civil and criminal laws of the state and Franklin County, Washington, on Project lands in accordance with the schedules and duties described in the Task Order, with payment by the Corps in accordance with Article 3 of this agreement.

(b) The Cooperator agrees to provide personnel, equipment, and supplies which are required in order to provide the law enforcement services requested by the Corps in accordance with subparagraph (a) above.

(c) The Cooperator agrees to prepare a Daily Enforcement Log of a format provided or approved by the Corps and to submit this log to the Corps at least once a month throughout the effective period of the current Task Order.

(d) The Cooperator agrees to assign only those personnel who are qualified and trained pursuant to the requirements of state and local laws and regulations to undertake the law enforcement services to be provided under Article 2(a)(2). Where state and local standards for the qualifications of law enforcement personnel do not exist, the Cooperator will advise the Corps of the experience, qualifications and training of those personnel expected to be assigned law enforcement duties under this agreement and assign such duties to them only with the approval of the Corps.

Article 3. Obligation of the Government. Subject to the availability of funds, the Corps agrees to pay the Cooperator for the total cost of the law enforcement services to be provided in accordance with the obligations agreed to be undertaken by the Cooperator in Article 2(a)(2), including the costs of operation and maintenance of such equipment as is required for the provision of such services identified in the Task Order under Article 1. At the request of the Cooperator, partial payments may be made as the law enforcement services are performed based on billings as identified in the Task Order under Article 1 and approved by the Corps.

Article 4. Period of Services. The period of this agreement shall be from the date of execution until terminated by mutual agreement, or on written notice from either party to the other, as set forth in Articles 6 and 10.

Article 5. Disputes.

(a) This agreement is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613)(the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this agreement shall be resolved under this article.

(c) "Claim," as used in this Article, means a written demand or a written assertion by one of the cooperating parties seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of agreement terms, or other relief arising under or relating to this agreement. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Cooperator seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Cooperator shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Cooperator shall be subject to a written decision by the District Engineer.

(2) For Cooperator claims exceeding $50,000, the Cooperator shall submit with the claim a certification that -

(i) The Claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Cooperator's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Cooperator believes the Government is liable.

(e) For Cooperator claims of $50,000 or less, the District Engineer must, if requested in writing by the Cooperator, render a decision within 60 days of the request. For Cooperator-certified claims over $50,000 the District Engineer must, within 60 days, decide the claim or notify the Cooperator of the date by which the decision will be made.

(f) The District Engineer's decision shall be final unless the Cooperator appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the District Engineer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of Treasury as provided in the Act, which is applicable to

the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Cooperator shall proceed diligently with performance of this agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the District Engineer.

Article 6. Default. In the event that either party to this agreement fails to meet any of its obligations hereunder, the other party may immediately terminate the whole or any part of this agreement. Such termination shall be effected by written notice of either party to the other.

Article 7. Exclusion of Federal Employee Benefits. It is understood and agreed that the services to be provided by the Cooperator and its employees shall not be considered to fall within the scope of Federal employment, that the Cooperator and its employees shall not be considered as agents or employees of the Federal Government, and that none of the benefits of Federal employment will be conferred under the terms of this agreement.

Article 8. Release of Claims. The Cooperator agrees to hold and save the Corps, its officers, agents or employees, harmless from liability of any nature or kind, for or on account of any claims for damages that may arise during the performance of the law enforcement services by the Cooperator under this agreement.

Article 9. Transfer or Assignment. The Cooperator shall not transfer or assign this agreement, nor any rights acquired thereunder, nor grant any interest, privilege, or license whatsoever in connection with this agreement without the approval of the Corps.

Article 10. Termination for Convenience. The Corps or Cooperator may, on 30 days written notice, terminate this agreement, in whole or in part, when it is in the best interests of either party. If this agreement is so terminated, the Corps shall be liable only for payment in accordance with payment provisions of this agreement for services rendered prior to the effective date of termination.

Article 11. Equal Opportunity.

(a) If, during any 12-month period (including the 12 months preceding the signing of this agreement), the Cooperator has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Cooperator shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Cooperator shall provide information necessary to determine the applicability of this clause.

(b) During performing work under this agreement, the Cooperator agrees as follows:

(1) The Cooperator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Cooperator shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Cooperator shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the District Engineer that explain this clause.

(4) The Cooperator shall, in all solicitations or advertisements for employees placed by or on behalf of the Cooperator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Cooperator shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the District Engineer advising the labor union or workers representative of the Cooperator's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Cooperator shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Cooperator shall furnish to the Corps all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Cooperator shall permit access to its books, records, and accounts by the Corps or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Cooperator's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Cooperator is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Cooperator may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Cooperator

as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor or as otherwise provided by law.

(10) The Cooperator shall include the terms and conditions of subparagraph (b)(1) through (11) of this article in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Cooperator shall take such action with respect to any subcontract or purchase order as the Corps may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided that, if the Cooperator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Cooperator may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other article in this agreement, disputes relative to this article will be governed by the procedures in 41 CFR 60-1.1.

Article 12. Gratuities.

(a) The right of the Cooperator to proceed may be terminated by written notice if, after notice and hearing, the Corps determines that the Cooperator, its agent, or another representative -

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain an agreement or favorable treatment under an agreement.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled -

(1) To pursue the same remedies as in breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Cooperator in giving gratuities to the person concerned, as determined by the agency head or a designee.

(d) The rights and remedies of the Government provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Article 13. Examination of Records by Comptroller General. The Cooperator agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this agreement or such less time specified in Appendix M of the Defense Acquisition Regulation, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement.

Article 14. Audit by Department of Defense. Upon request, the Cooperator shall provide, and the Corps shall have the right to examine, books, records, documents, and other evidence of accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this agreement.

Article 15. Any changes in the provisions of this agreement which are necessary and proper will be made by formal amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

U.S. ARMY CORPS OF ENGINEERS
Walla Walla District

BY James B Royce
James B. Royce
Colonel, Corps of Engineers
District Engineer

Date March 25, 1988

FRANKLIN COUNTY, WASHINGTON

BY Richard Lathim
Richard Lathim
Sheriff, Franklin County

FRANKLIN COUNTY COMMISSIONERS

BY Harold N Malkenson
Chairperson

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 30, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

The Board reviewed and approved the following vouchers: County Road Fund Payroll $31,135.23; warrants 6968-7014, both inclusive - $21,769.99; Equipment Rental warrants 4270-4288, both inclusive, $5,396.63.

The Board met with Dr. Cahn concerning a new lease agreement between the County and the Benton-Franklin Health District for the property located 1218 N. Fourth, Pasco, Washington. Mr. Cahn gave the Commissioners a draft copy of the proposed lease that would be discussed at the next Health Board Meeting.

10:05 a.m. Mr. Mathews convened the hearing for the awarding of the contract on the purchase of two pickup trucks. All three commissioners were presented. After reviewing all bids submitted, Mr. Gilkeson, Franklin County Engineer, recommended the award of the bid to Sallee Chevrolet. See Exhibit A attached. Mr. Whitemarsh made the motion to accept the recommendation; Mr. Miller seconded. The Board unanimously approved the recommendation.

The Board discussed with Mr. Gilkeson the Assessor's need for a car. Mr. Gilkeson advised that there were no pool cars available. The Board asked that he check to see what is or will be available.

The Board met with Mr. Ray Rose of 4320 Agate and Road 44. Agate Road is in terrible condition and they would like to see some improvement. The Board advised that at this time the County did not have the money to rebuild that road, but Mr. Gilkeson would prepare an LID if the homeowners wanted to pay for the road themselves. It was requested that Mr. Gilkeson prepare an estimate and Mr. Rose would contact him next week.

The Board met with John Holmes, Franklin Conservation District. Mr. Holmes requested the board's support for the Phase III of the Pasco Basin Agricultural Water Study and the research grant request by Professional Ag Services. Mr. Mathews, as chairman, signed letters supporting both these items.

Six jurors came in and complained about the no smoking policy.

Mr. Mathews, as chairman, signed a Cooperative Agreement between the United States of America and Franklin County Sheriff, Franklin County, Washington for the provision of law enforcement services: law enforcement services on McNary, Ice Harbor and Lower

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for March 30, 1988

Monumental Lock and Dam Projects - Department of Army, Walla Walla District, Corps of Engineers. See Exhibit B.

The Board reviewed printout for payroll period March 31, 1988; current expense warrant numbers 22335-22488, both inclusive, $36,990.16; salary clearing, warrant numbers 1813-1819, both inclusive, $3,483.39.

The Board received the corrected Personnel Policy and agreed to approved. However, upon advice from council it was sent to the elected officials for signing before the Commissioners signed.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 4, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:

Neil McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

March 30, 1988
BG-88-39

TO: Board of County Commissioners
Franklin County

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: Award of Bid - Two Mid-Size Pickup Trucks

We have reviewed the three bids received for the purchase of two mid-size pickup trucks.

Sallee Chevrolet of Milton-Freewater, Oregon, was the lowest bidder that met County specifications. Their bid was $21,658.20. We feel that these vehicles provide the best value to the County.

I, therefore, recommend the Award of Bid to Sallee Chevrolet.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

BG/ler

BID TABULATION SHEET

NAME: Pickup Trucks

BID OPENING DATE: March 23, 1988

ITEM	BILL McCURLEY CHEVROLET PASCO, WA	RUSS DEAN FORD PASCO, WA	SALLEE CHEVROLET, INC. MILTON-FREEWATER, OR
Unit Complete as Specified	$ 10,475.00	$ 11,597.80	$ 10,045.55
Sales Tax (7.8%)	$ 817.05	$ 904.63	$ 783.55
Total Bid Per Unit	$ 11,292.05	$ 12,502.43	$ 10,829.10
Net Total Bid	$ 22,584.10	$ 25,004.86	$ 21,658.20

EXHIBIT A

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

9:17 a.m. Mr. Mathews opened the meeting for the opening of bids for the legal newspaper of Franklin County. All three commissioners were present. Two bids were submitted: Franklin Graphic - one-inch column $2.75 for the first insertion and $2.66 for each subsequent insertion; Tri City Herald - $7.20 for first insertion and $6.20 for each subsequent insertion. The Board will review both bids submitted and will award the contract on Wednesday, April 6, 1988.

The Board agreed to review and approve the Personnel Policy. Notices were sent to the elected officials and department heads affected by this policy.

10:00 a.m. Mr. Mathews opened the public hearing on the supplemental budget for the Road Department. Present: Mr. Mathews, Mr. Miller, Mr. Whitemarsh, Mr. Gilkeson, Sheriff Lathim, and Mrs. McLaughlin. The proposed supplement would budget $0.046 per thousand of the County Road Levy to pay for traffic law enforcement by the Sheriff Department. Mr. Miller moved the supplemental budget be approved as presented; seconded by Mr. Whitemarsh. The Board unanimously approved supplemental budget as Resolution No. 88-33 (Exhibit A), Supplemental Budget Requiring the Budgeting of Road Levy Funds to the Sheriff Department.

Mr. Gilkeson presented vouchers as follows: MV & Public Works - $81,069.73 and County Roads $289,395.14. Vouchers were approved and signed by the Board. Mr. Gilkeson also submitted an Estimated Cash Flow--County Road Fund--1988 (Exhibit B). Mrs. Loveland requested an interfund loan from the Road Department to the Treasurer's Current Expense in the amount of $600,000 to be repaid May 6, 1988. The Board approved this interloan transfer, Resolution No. 88-34 (Exhibit C). Mr. Gilkeson requested the Board approved a Call for Bids for a side-mounted hydraulic flail mower and front-mounted broom. The Road Department has a need for an additional mower to replace the leased mower now being used. There is also a need for a second sweeper, and this new machine would fulfill both requirements for a mower and a sweeper. Mr. Whitemarsh made the motion to approve; seconded by Mr. Miller. The Board unanimously approved and signed the Call for Bids (Exhibit D).

11:20 The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe had received notice from the Department of Ecology concerning the rezoning for hazardous

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 1988

waste. The Department of Ecology advised the County should apply for a grant for the necessary money; the Board advised Mr. Boothe to proceed with obtaining a grant.

Mr. Mathews signed letters for investment of residual cash funds as follows:

Date	For a period of	Amount	Mature on
3/4/88	5 days	$ 700,000	3/9/88
3/4/88	31 days	$ 200,000	4/4/88
3/4/88	67 days	$ 200,000	5/10/88
3/4/88	77 days	$ 200,000	5/20/88
3/4/88	108 days	$ 200,000	6/20/88
3/10/88	18 days	$ 400,000	3/28/88
3/11/88	4 days	$ 700,000	3/15/88
3/15/88	87 days	$ 100,000	6/10/88
3/15/88	34 days	$ 200,000	4/18/88
3/18/88	3 days	$ 500,000	3/21/88
3/24/88	11 days	$ 500,000	4/4/88
3/25/88	5 days	$ 500,000	3/30/88
3/31/88	5 days	$1,000,000	4/5/88
3/31/88	6 days	$1,000,000	4/6/88

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE - Warrant Numbers 22204 - 22488, Both Inclusive - $ 216,389.17

COUNTY ROAD - Warrant Numbers 6968 - 7014, Both Inclusive - 33,270.68

EQUIPMENT RENTAL - Warrant Numbers 4270 - 4288, Both Inclusive - 5,396.63

LAW LIBRARY - None

SOLDIERS/SAILORS - None

SHERIFF'S NARCOT - None

JAIL COMMISSARY - None

ALCOHOLISM 2% - None

MENTAL HEALTH - None

PUBLIC HOSPITAL - None

CENTENNIAL
LICENSE PLATES - None

CEMENTERY #1 - Warrant Numbers 120 - 124, Both Inclusive - 594.31

CEMENTERY #2 - None

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 4, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 6, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Mathews
Chairman

Bruce D. Whitmarsh
Member

Ken Mills
Member

Attest:

Dolores McLaughlin
Clerk of the Board

SUPPLEMENTAL BUDGET REQUIRING THE BUDGETING OF
ROAD LEVY FUNDS TO THE SHERIFF DEPARTMENT
Resolution 88-33

WHEREAS, IT WAS BROUGHT TO THE ATTENTION OF THE Board of Franklin County Commissioners of Franklin County, Washington, that there is a need for the expenditure of funds to carry out traffic law enforcement in the Sheriff Office of Franklin County, in the addition to the funds budgeted for said department, and

WHEREAS, the circumstances are such that the need could not have been foreseen at the time of the preparation of the budget and can be remedied by supplemental budget transfer of Road Levy funds, and

WHEREAS, the estimated sum of money to meet the need is $30,000 and will be budgeted from Road Levy revenue to pay for traffic law enforcement by the Sheriff Department, and

WHEREAS, said Board, at a meeting, the time and place of which all members had had reasonable notice, adopted a resolution stating the facts constituting such circumstances as necessary and declaring the estimated amount of money necessary to meet traffic law enforcement and setting a public hearing thereon, and

WHEREAS, said Board has caused to be published a resolution and notice of hearing as required by law, and the hearing has been held at the time and place so designated.

NOW THEREFORE, IT IS HEREBY ORDERED that there is an immediate need for the expenditure of funds in the Sheriff Department of Franklin County, and

BE it further resolved, that $0.046 per thousand of the County Road Levy will be budgeted to pay for traffic law enforcement by the Sheriff Department.

DATED this 4th day of April, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

ATTEST:
Clerk of the Board

EXHIBIT A

ESTIMATED REVENUE

FUND: COUNTY ROAD — MGT. LEVEL CODE: — YEAR: 1988

COUNTY: FRANKLIN — DEPARTMENT: — PAGE: 1 OF 7

ACCOUNT NO BA SUB	ELE		DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
291	70		Est. Beginning Cash	366,230	500,000	1,019,354	400,000	400,000
			Less Outstanding Warrants	(98,529)	(50,000)	(80,271)	(50,000)	(50,000)
			Less Working Capital		(60,000)	(700,000)	(60,000)	(60,000)
			Est. Beginning Unres. Bal	267,701	390,000	239,083	290,000	290,000
311	10		Real Property Tax	1,203,516	1,303,907	812,093	1,333,100	1,333,100
			Less -- to Sheriff for Traffic Enforcement					(30,000)
			Net Property tax	1,203,516	1,303,907	812,093	1,333,100	1,303,100
318	20		Lease Hold Tax	19,536	20,873	12,511	22,000	22,000
322	40		Permits	150	40	55	100	100
332	0	0	Inlieu of Taxes	0	982	0	1500	1000
332	12	10	Flood Control	983	794	0	900	900
332	15	21	Grazing Fees	1,730	545	0	500	500
333	20	21	Federal Aid Secondary	68,606	188,675	304,416	431,000	635,000
333	20	22	Federal Aid Urban	24,735	0	0	172,000	85,000
			Federal Aid Fund Total	93,341	188,675	304,416	603,000	720,000
333	11	3X	EDA Title 9 Grants	8,452	0	0	0	0
333	20	23	FEd. Hazard Elimin. Fund	40,067	0	0	40,000	0
333	20	24	Fed. Railroad Hwy Prog.	0	0	0	291,100	247,100
334	3	80	UAB & RAP	38,456	0	0	315,000	595,000
334	3	80	WUTC Railroad Crossing	0	0	0	2,900	2,900
336	0	82	Co. Rd. Gas Tax	1,538,296	1,570,101	899,308	1,721,700	1,704,400
			Less CB Bond Payment	(42,539)	(38,364)	(19,664)	(33,700)	(33,000)
			Less Paths, Trails, Xfr	(7,691)	(7,851)	(4,497)	(8,600)	(8,600)
			Net Gas Tax	1,488,066	1,523,886	875,147	1,679,400	1,662,800
Pg 1 total				3,161,998	3,429,702	2,243,305	4,579,500	4,845,400

EXHIBIT A

ESTIMATED REVENUE

FUND: COUNTY ROAD — MGT. LEVEL CODE: — YEAR: 1988

COUNTY: FRANKLIN — DEPARTMENT: — PAGE: 2 of 7

ACCOUNT NO BA SUB	ELE		DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
335	0	82	Overload fines	417	0	0	600	500
338	42		Work for Other Govt	388	783	0	500	1,000
341	50		Map Sales	2,397	1,533	871	2,000	2,000
344	10		Road Maintenance	103,559	3,365	3,002	3,000	3,000
361	11		Investment Interest	7,001	0	0	0	0
367	0		Donation	0	0	0	100	100
369	10		Misc Revenue	1,518	15,910	1,217	1,500	1,500
348	0		Interfund Services					
348	20		Sale of Road Materials	0	200	0	100	100
348	30		Vehicle/Equip. Repair	25,874	36,056	23,969	40,000	40,000
348	60		Printing & Dup.	0	0	0	100	100
348	70		(Other) Rent	0	9,964	0	400	400
348	92		Bike Trail	0	0	0	2,000	2,000
			Interfund Service Total	25,874	46,220	23,969	42,600	42,600
349	32		Engineer Services	0	3,697	1,838	1,000	1,000
349	39		Physical Environment	0	379	574	0	0
349	42		Road Maint. Rpr. Service	4,722	4,614	1,198	4,300	4300
353	0		Insurance Recoveries	0	300	0	0	0
Pg 2 total				145,876	76,801	32,669	55,600	56,000

ESTIMATED REVENUE

FUND: COUNTY ROAD — MGT. LEVEL CODE: — YEAR: 1988

COUNTY: FRANKLIN — DEPARTMENT: — PAGE: 3 of 7

ACCOUNT NO BA SUB	ELE	DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
361	90	Loan Interest					
		CRID # 1	1,336	786	0	2,200	2,000
		Current Expense	0	4,586	11,521	10,000	0
		Total Loan Interest	1,336	5,372	11,521	12,200	2,000
381	20	Repayment of Loan					
		CRID # 1	1,852	1,399	0	2,000	2,000
		Current Expense	0	0	685,000	200,000	0
		Total Loan Repay	1,852	1,399	685,000	202,000	2,000
382	80	Public Wks Trust Fund Loan	0	0	0	220,000	220,000
385	0	Collection Crid 6 & 7	0	17,309	39,557	36,000	0
385	0	Collection Crid # 9	0	0	0	0	23,000
395	0	Sale of Fixed Assests	0	880	0	0	0
		Total Revenue	3,311,062	3,531,463	3,012,052	5,105,300	5,148,400

Revised 3/22/88 for 30000.00 tax budgeted to Sheriff.

EXHIBIT A

EXHIBIT A

ESTIMATED EXPENDITURE

FUND: COUNTY ROAD | MGT. LEVEL CODE: | YEAR: 1988

COUNTY: FRANKLIN | DEPARTMENT: | PAGE: 4 of 7

ACCOUNT NO BA SUB	ELE	DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
519	70	Reimburseable Work					
		Bike Trail	281	140	267	1,500	1,700
		Interfund	48,817	35,017	24,309	50,000	50,000
		Oth govt/ individ.	2,470	4,445	2,441	5,000	4,700
		Total Reimb.	51,568	39,602	27,017	56,500	56,400
597	0	Pits & Quarries	40,000	40,000	0	0	0
519	90	BFGC Membership	8,000	8,000	8,000	8,000	8,000
541	0	Road Construction	283,359	483,425	214,812	1,691,000	2,020,000
542	0	Road Maintenance	2,156,594	1,970,496	1,199,828	2,666,700	2,597,000
543	0	Administration	390,411	394,325	218,269	451,600	457,000
544	0	Facilities	2,267	34,715	7,649	10,000	10,000
		Total	2,932,199	2,970,563	1,675,575	4,883,800	5,148,400

ESTIMATED EXPENDITURE

FUND: COUNTY ROAD MGT. LEVEL CODE: YEAR: 1988

COUNTY: FRANKLIN DEPARTMENT: PAGE: 5 of 7

ACCOUNT NO BA SUB	ELE	DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
541	0	Construction					
		FAUS	10,359	17,919	182,905	207,000	330,000
		FAS	86,926	421,078	21,243	517,000	762,000
		FA Hazard Elimin. Project	51,216	0	0	45,000	0
		Railroad Hiwy Crossing	0	936	678	297,000	250,000
		UAB	0	0	0	280,000	0
		County Funded	74,203	40,757	42	0	0
		Minor Projects & Cont.	1,114	0	4,999	0	5,000
		RAP	59,541	2,735	4,111	345,000	650,000
		CRID	0	0	834	0	23,000
		Total Construction	283,359	483,425	214,812	1,691,000	2,020,000

EXHIBIT A

EXHIBIT A

ESTIMATED EXPENDITURE

FUND: COUNTY ROAD | MGT. LEVEL CODE: | YEAR: 1988

COUNTY: FRANKLIN | DEPARTMENT: | PAGE: 6 of 7

ACCOUNT NO BA SUB	ELE	DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
542	0	Maintenance					
542	30	Roadway Surface	1,313,903	1,290,442	827,724	1,715,000	1,670,000
542	40	Drainage	149,917	102,652	20,724	180,000	165,000
542	50	Bridges	10,433	31,519	16,141	80,000	65,000
542	60	Traffic Services	317,290	210,264	119,669	295,000	285,000
542	70	Roadside	241,796	177,036	117,738	231,000	246,000
542	90	Admin & Supervision	123,255	158,585	97,832	165,700	166,000
		Total Road Maintenance	2,156,594	1,970,498	1,199,828	2,666,700	2,597,000

EXHIBIT A

ESTIMATED EXPENDITURE

FUND: COUNTY ROAD — MGT. LEVEL CODE: — YEAR: 1988

COUNTY: FRANKLIN — DEPARTMENT: — PAGE: 7 of 7

ACCOUNT NO BA SUB	ELE	DESCRIPTION	YR. 1985 ACTUAL	YR. 1986 ACTUAL	YR. 1987 JULY 87	YR. 1987 ESTIMATE	YR. 1988 ESTIMATE
543	0	General Administration					
543	10	Management	77,858	93,780	61,015	96,400	96,400
543	20	Undistr. Engineering	45,801	45,786	18,450	50,000	45,000
543	30	General Services	194,104	192,918	113,670	242,700	243,000
543	40	Planning	15,720	11,274	18,852	30,000	40,000
543	60	Training	15,721	28,489	7,036	22,500	22,600
543	70	Undist. Indirect Labor	41,207	22,077	(754)	10,000	10,000
		Total Administration	390,411	394,324	218,269	451,600	457,000
544	0	Road Facilities					
544	10	Construction	0	28,514	3,210	6,000	4,000
544	20	Maint & Operation	2,267	6,201	4,439	4,000	6,000
		Total Facilities	2,267	34,715	7,649	10,000	10,000

ESTIMATED CASH FLOW -- COUNNTY ROAD FUND -- 1988

DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
BEGINNING CASH	785,914	685,790	812,745	810,686	795,686	837,686	600,686	290,686	151,686	135,686	94,686	233,686
ESTIMATED REVENUE	160,092	277,253	170,000	402,000	475,000	186,000	176,000	188,000	164,000	427,000	353,000	144,000
EST WARRANTS	(260,216)	(116,218)	(172,059)	(203,000)	(379,000)	(354,000)	(400,000)	(450,000)	(190,000)	(218,000)	(277,000)	(180,000)
			RR Cross*	(36,000)		36,000						
WARRANTS OUT		(34,080)										
NEW CONSTRUCTION												
BURR CANYON				(215,000)	(65,000)	(100,000)						
				37,000	11,000	195,000	54,000	83000				
MT VISTA						(200,000)	(300,000)	(200,000)				
							160,000	240,000	160,000			
COURT STREET									(150,000)	(150,000)		
											123,000	123,000
BURR CANYON CATTLE										(100,000)	(60,000)	
FUND BALANCE	685,790	812,745	810,686	795,686	837,686	600,686	290,686	151,686	135,686	94,686	233,686	320,686

Revd 3/31/88
*Note: Does not Include $134000 for RR Crossing -- Improvement schedule unknown.

EXHIBIT B

MOTOR VEHICLE & PUBLIC WORKS EQ. FUND EST. CASH FLOW 1988

DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
BEGINNING CASH	505,888	519,546	488,435	451,207	392,929	417,429	295,929	284,429	217,929	279,929	293,429	335,429
EST. REV. EQ.	37,662	20,429	20,846	63,000	67,500	58,500	67,500	67,500	72,000	58,500	72,000	36,000
EST. REV. ROCK	31,207	0	6,960	2,000	30,000	5,000	15,000	21,000	40,000	5,000	20,000	6,000
PURCHASE GRADER								(105,000)				
PURCHASE: CHIP SPREADER				(73,278)								
PURCHASE: ASPHALT DISTR							(95,000)					
PURCHASE: TRACTOR MOWER/SWEEPER							(40,000)					
PURCHASE: PICKUPS					(11,000)			(24,000)				
PURCHASE: CAR					(12,000)							
PURCHASE: SIGN TRK								(20,000)				
CRUSHING CONTRACT												(50,000)
EST. WARRANTS	(55,211)	(42,251)	(65,034)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
WARRANTS OUT		(9,289)										
FUND BALANCE	519,546	488,435	451,207	392,929	417,429	295,929	284,429	217,929	279,929	293,429	335,429	277,429

Revd 3/31/88

FRANKLIN COUNTY

RESOLUTION NO. 88-34

WHEREAS, Current Expense fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road Fund, and

WHEREAS, an interfund loan from the County Road fund to the Current Expense fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Franklin County Treasurer hereby transfers $600,000 from the County Road fund as an interfund loan to the Current Expense fund for a period of thirty (30) days to be repaid on May 6, 1988, at an interest rate of 8% 5.75% effective on April 7, 1988.
ODM

Signed this the 4th day of April, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold R Mathews
Chairman

Member

Bruce D Whitemarsh
Member

Attest:

DD McLaughlin
Clerk of the Board

CALL FOR BIDS
FRANKLIN COUNTY
SIDE-MOUNTED HYDRAULIC FLAIL MOWER
AND FRONT-MOUNTED BROOM

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., Wednesday, April 20, 1988, at which time they will be opened and read for the purchase of the following:

Side-Mounted Hydraulic Flail Mower and Front-Mounted Broom

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 4th day of April, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Debra McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 6, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

9:00 a.m. The Board met with Dennis DeFelice, Sheriff Lathim, Marilyn Wiggins, Bob Boothe, Don Carter, Frank Moulton, and Valoria Loveland on finalizing the Courthouse Personnel Policy. Due to its length, a copy of the personnel policy will be attached to only the following copies of minutes as Exhibit A: original, auditors and those for the public viewing. With minor changes suggested by the officials, the Board unanimously approved the Personnel Policy in Resolution 88-32 (Exhibit B). Signatures of the remaining officials who did not attend the meeting would be obtained. Corrections would be called in to Menke & Jackson and revised copies will be sent to all elected officials and department heads when received.

10:10 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. General discussion was held on the monthly progress review for the Highway Department; smoking policy; who would sign the Public Work Trust Fund Loan vouchers; and SCBID use of gravel pit.

10:30 a.m. The Board met with Dr. Brian Ives, Sion International Inc, TCEC. Dr. Ives is interested in starting a private enterprise for irrigated crops and asked if the Board could direct him to farmers or association who might be interested in investing in such an enterprise.

The Board awarded the bid for the "legal" newspaper to Franklin County Graphic (Exhibit C). Franklin County Graphic was the lowest bidder.

11:20 a.m. The Board met with Robert Boothe, Franklin County Planner. A general discussion was held on the Planning Commission meeting of April 5, 1988.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 11, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

EXHIBIT A Pages 285-310

Exhibit A is the Franklin County Courthouse, adopted by Resolution Number 88-32, dated April 6, 1988. Everyone who receives a copy of the minutes has already received a copy of this document; therefore to prevent redundancy and save on the cost of paper, we are not including another copy of this policy except in the Auditor's, Original, and a copy for the public.

FRANKLIN COUNTY COURTHOUSE

PERSONNEL POLICY

Adopted By Resolution Number 88-32

Dated: April 6, 1988

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FRANKLIN COUNTY COURTHOUSE

PERSONNEL POLICY

SECTION I - AUTHORITY, PURPOSE AND SCOPE

A. AUTHORITY. This Personnel Policy is established consistent with the statutory authority vested in the Board of County Commissioners and the elected officials of Franklin County. This Personnel Policy is a cooperative effort by and between the Board of County Commissioners and the elected officials of Franklin County. The Board of County Commissioners may periodically amend the provisions of this Personnel Policy with regard to those items within the authority of the Board.

B. PURPOSE AND SCOPE. This Personnel Policy is established as a guideline for affected employees. It describes Franklin County's general philosophy concerning policies and procedures and shall not be construed to form a contract between Franklin County and affected or covered employees. **For those employees affected and/or covered by this Policy, employment with Franklin County is at will, meaning that employment may be terminated by Franklin County (Board, elected official or department head) at any time without restriction and without recourse. No provisions of this Policy are intended, nor should they be construed to alter the employment at will relationship.** This Personnel Policy does not apply to employees who are covered by collective bargaining agreements. Also, this Personnel Policy does not apply to employees who are covered by Civil Service Commission rules and regulations for certain aspects of employment; however, the employment subjects contained in this Personnel Policy which are not contained in Civil Service rules and regulations will apply to these employees inclusive of annual leave, sick leave, holidays and other non-Civil Service covered subjects. This Policy applies to employees who are appointed by the Board of County Commissioners or elected officials. This is inclusive of appointed department heads, appointed administrative assistants and/or other managerial, professional or administrative personnel as well as non-bargaining unit employees and/or non-Civil Service protected employees. This Personnel Policy does not apply to the elected officials of Franklin County.

SECTION II - DEFINITIONS

A. ANNIVERSARY DATE: Date of hire as a regular employee.

B. BOARD. The Board of Franklin County Commissioners.

C. BREAK IN SERVICE. A period of time in which an employee is not being compensated by the County.

D. COUNTY. The County of Franklin, a municipal corporation.

E. DEPARTMENT HEAD. An elected or appointed County official with designated responsibility for the operation of a County department or office.

F. DISCIPLINARY ACTION. Action taken to discipline an employee in accordance with the provisions of this Policy.

G. DISMISSAL. An involuntary separation of an employee from County employment by an appointing authority.

H. GRIEVANCE. A grievance is a dispute involving the interpretation, application or alleged violation of a specific provision of this Policy.

I. LAYOFF. An involuntary dismissal of an employee based on the Employer's determination of lack of work, lack of funds, reorganization, inclement weather and/or abolishment of a position(s).

J. REGULAR FULL-TIME EMPLOYEES. Employees who regularly work a minimum of thirty-seven and one-half (37-1/2) hours per week on a continuous basis. **Regular full-time employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

K. REGULAR PART-TIME EMPLOYEES. Employees who regularly work less than thirty-seven and one-half (37-1/2) hours per week. **Regular part-time employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

L. REINSTATEMENT. Return of an employee to a position in County employment after layoff or return from military service or duty without loss of prior service time or other benefits. Time out of service shall not be used as a basis for accrual of any of the benefits provided by this Personnel Policy.

M. TEMPORARY OR SEASONAL EMPLOYEES. Employees hired for a specific period of time not to exceed one hundred twenty (120) working days in a calendar year to complete seasonal and/or temporary projects as determined by the Employer. **Temporary and/or seasonal employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

SECTION III - ORGANIZATION AND DELEGATION OF AUTHORITY.

A. PURPOSE. Proper organization and delegation of authority are essential to effective and efficient County government administration and management. The responsibilities and authorities delegated in this section are intended to establish a clear understanding of the role that each segment of County government must play in order to create a sound personnel management process.

B. RESPONSIBILITY AND AUTHORITY.

(1) Board of County Commissioners. The following are subject to the review and approval of the Board of County Commissioners:

(a) Appointment and termination of non-elected department heads and other employees under the Commissioners' authority.
(b) The County's overall and departmental budgets.
(c) Personnel policies, procedures and amendments thereto pursuant to Board authority.
(d) Conditions of employment established for efficient operation of the County.
(e) Participation in the grievance procedure where appropriate.
(f) Any and all statutory responsibilities.

(2) Department Heads. Department heads shall:

(a) Enforce personnel policies and/or adhere to collective bargaining agreement provisions.
(b) Keep employees in their departments informed of current personnel policies and procedures.
(c) Appoint and terminate employees in their departments.
(d) Administer discipline within their respective departments and delegate such authority to supervisory personnel as deemed appropriate.
(e) Participate in the grievance procedure.
(f) Any and all statutory responsibilities.

(3) Supervisory Personnel. Supervisory personnel may, subject to the determination of the department head, be involved in the following:

(a) Participate in the interview and selection of applicants for positions under their supervision, subject to the department head's determination.

(b) Assist in the implementation of personnel policies, rules and regulations in units under their supervision, subject to the department head's determination.
(c) Administer discipline to employees under their supervision subject to the department head's delegation of authority.
(d) Participate in the grievance procedure.

SECTION IV - SALARY ADMINISTRATION.

A. PAY. The Board of County Commissioner will establish, from time to time, the pay for each job classification.

B. ENTRANCE PAY RATE. Persons chosen to fill vacant positions will be hired at the entrance pay step, if applicable, of the pay range, for the classification in which they are hired. At no time will an employee be hired at a higher step without prior approval of the Board of County Commissioners.

C. OTHER THAN FULL TIME EMPLOYMENT. Such employees shall be paid on an hourly basis, at the entrance pay step, if applicable, for the classification in which they were hired. Such employees shall be paid only for hours worked and do not qualify for any fringe benefits except that retirement benefits shall be determined by State law. The Board of County Commissioners may approve, from time to time, benefits for regular part-time employees.

D. PAY RATE ADJUSTMENTS. Pay rate adjustments will occur when personnel actions are taken, inclusive of promotions, transfers, layoffs, authorized overtime, resignations and temporary higher assignments. All of these are subject to the Board's prior approval.

E. TEMPORARY ASSIGNMENT PAY. Any regular full-time employee specifically assigned by the applicable department head to work in a job classification which is higher than their normal job classification will receive the rate of pay in the step of the higher job classification which results in an increase in pay if the employee has fulfilled at least thirty (30) working days of work in the higher job classification on a satisfactory basis as determined by the department head. The regular full-time employee will receive the employee's regular rate of pay during the pre-qualification period.

SECTION V - PROMOTIONS

Normally, the County desires to provide promotional opportunities to presently employed and qualified personnel subject to the determinations of

the Board of County Commissioners if the employee is one of the Board's appointed personnel or subject to the elected official's determination if the employee is within said elected official's department. Although existing employees will be provided an opportunity to apply for a promotional position, the Board or elected official shall have the right to seek and employ outside personnel if this is the determination of the Board or elected official, whichever is applicable. Whether outside personnel or existing personnel are promoted to a position is a determination to be made by the applicable department head.

SECTION VI - TRANSFER

Subject to the recommendations of the affected department heads and/or the Board, where applicable, an employee may be transferred from one department to another. The following are guidelines regarding the transference of employees from one department to another:

(1) Affected department heads and/or the Board of County Commissioners, where applicable, may approve the transfer of an employee from one department to another.

(2) Either an employee may indicate an interest in transference from one department to another or the Employer may indicate a need for such a transference.

(3) If no employee indicates an interest in the transference then the applicable department heads and/or Board of County Commissioners shall determine which employee shall be transferred.

(4) As much notice as possible will be provided to the affected employee.

SECTION VII - LAYOFF

Whenever the Board or department head determines there is a lack of work, lack of funds, the need for reorganization, inclement weather or other acts of God and/or the need for abolishment of certain position(s) or classification(s), the Board or department head has the right to implement a layoff of the employee(s) in the affected position(s) or classification(s). The following provisions will serve as a guideline during layoffs:

(1) When implementing layoffs, the Board or department head may give consideration to the departmental needs as determined by the Board, elected official or department head.

(2) The Board or affected department head, whichever is applicable, has the right to determine which position(s) and/or classification(s) of employee(s) shall be laid off inclusive of regular full-time employee(s), regular part-time employee(s), temporary or seasonal employee(s), summer employee(s) or any other type of employee(s).

(3) Each regular full-time employee affected by the layoff will be provided at least ten (10) working days notice prior to the effective date of the layoff; provided, however, that in the case of a bona fide emergency such as inclement weather, as much notice as is possible will be provided but there is no requirement of a minimum of ten (10) working days notice.

SECTION VIII - RECRUITMENT, SELECTION AND RESIGNATION

A. POLICY. Recruitment and selection is to be carried out consistent with non-discrimination provisions of federal and state laws.

B. RECRUITMENT. Available positions may be publicized by announcements posted on public bulletin boards at the Courthouse and/or other locations as determined by the appropriate department head. Announcements will normally specify the title, rate of pay, duties to be performed, required qualifications, time and manner of making application and other pertinent information as determined by the department head.

C. APPLICATION. Application shall be made as prescribed by the department head. Application forms shall require information on specific job experience and training and shall contain questions designed to obtain job related information. All applications shall be fully completed, signed and dated by the applicant.

D. REJECTION OF APPLICATION. Any application may be rejected by the appropriate department head for the following reasons, is but not limited thereto:

(1) failure to meet minimum qualifications as determined by the department head; or

(2) has falsified the application; or

(3) is not within the legal age limits for County employment; or

(4) has established an unsatisfactory employment record of such a nature as to demonstrate unsuitability for the position; or

(5) based on other job related factors is found to be unsuitable for the position.

E. SELECTION PROCESS. The department head shall determine the selection process which may include work sample tests, performance tests, written tests, oral examinations, background and reference inquiries.

F. INTERVIEW. If the department head determines an interview is necessary, then eligible applicants shall be interviewed by the department head. The same interview questions shall be asked of each applicant.

G. OPEN COMPETITIVE SELECTION. If the applicable department head determines that a competitive selection procedure is needed then the department head may establish such a procedure for a specific position.

H. PROMOTIONS. Promotional selection shall be subject to the determination of the applicable department head.

I. APPOINTMENTS. The following shall constitute various means of employment in the County service:

(1) Regular Full-Time Employees;

(2) Regular Part-Time Employees; and

(3) Temporary or Seasonal Employees.

J. RESIGNATION. Any employee wishing to leave County employment in good standing shall file, with their department head, a written resignation stating the effective date of their resignation. The resignation shall be submitted at least twenty (20) working days prior to leaving the employ of the County. Failure to comply with this timeline may be cause for denying payment of accrued annual leave and accrued sick leave.

SECTION IX - NEPOTISM

A. No more than one (1) family member or one (1) close relative shall be eligible for employment within a department or office of Franklin County at the same time if:

(1) One member of such family or one close relative would be responsible for supervising another family member or close relative; or

(2) One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative; or,

(3) Circumstances exist which would place a family member or close relative in a situation of actual or reasonably foreseeable conflict between the interest of the Employer and the interest of the employee in family harmony and/or in their common interests of the family or as close relative.

B. Those persons affected by the terms of the foregoing sections shall be permitted to decide which spouse or relative shall be entitled to keep the employment; provided, however, if they do not decide within a reasonable time, the Employer shall decide which person is entitled to the employment.

C. None of the foregoing regulations shall have any effect on persons employed in Franklin County at the time of the adopting of this provision but shall only pertain to appointments after the passage of this provision.

D. Definitions:

(1) "Family member" means that husband or wife or that person living as husband and wife of a job applicant or a job applicant's children, whether natural, adoptive or step.

(2) "Close relative" means the natural, adoptive or step brother, sister, mother, or father of a job applicant.

SECTION X - ANNUAL LEAVE

A. ANNUAL LEAVE. Annual leave is earned by the employees of Franklin County at the following rates:

Years Of Service	Vacation Leave Earned
0 - 1 years	10 days
1 - 3 years	12 days
3 - 5 years	14 days
5 - 10 years	15 days
10 - 15 years	20 days
15 years plus	25 days

A department head may submit a request to the Board of County Commissioners for the placement of a newly hired employee to receive greater than the first year's vacation leave accrual if the employee is a lateral transfer type of employee. The determination as to how much annual leave an employee is entitled to accrue is subject to the determination of the Board of County Commissioners.

B. ELIGIBILITY. Annual leave is not available to employees until after having served six (6) continuous consecutive months of employment except if lateral transference exception is granted by the Board of County Commissioners.

(1) The department head shall be the final judge of satisfactory completion of six (6) continuous consecutive months of service.

(2) Temporary and/or seasonal employment shall not receive any of the benefits provided in this section.

(3) Regular part-time employees earn annual leave in the proportion their hours bear to the total number of full-time employment hours, if they have completed one (1) year of service; provided, however, regular part-time employees hired after April 6, 1988, who regularly work less than ninety (90) hours per month shall not be eligible for annual leave.

(4) All re-employed persons whose continuous service has been broken by termination shall be considered new employees under this section and shall be subject to the provisions herein except for those employees who were terminated as a result of a layoff.

(5) There shall be no annual leave credit accumulated if an employee is terminated within the initial six (6) continuous consecutive months period of employment.

(6) Years of service shall be the years of continuous service with Franklin County as of the anniversary date of the employee.

C. ACCRUAL. Employees earn a day of annual leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month.

Annual leave may be accumulated to thirty (30) days, after which time, if not taken, shall lapse month by month. At no time may an employee have more than thirty (30) days of annual leave due. For employees with twenty-five (25) days or more accrued as of January 1, 1988, they will be permitted to come into compliance with this provision on or before October 1, 1988.

D. COMPUTATION OF PAYMENT. Annual leave may be charged in one (1) hour increments.

(1) Accumulated annual leave up to a maximum of thirty (30) days will be paid to an employee leaving the employ of Franklin County for any reason; provided, however, in the case of resignation, adequate notice must be given in order to qualify for payment. In the case of death, accumulated annual leave up to a maximum of thirty (30) days shall be paid to the estate of the employee. Payments for accumulated annual leave are based on the employee's salary at the time of separation or death. Adequate notice, for employees resigning from County employment, is defined as written notice submitted at least twenty (20) working days prior to termination of employment.

(2) All annual leave pay shall be computed at the employee's straight time hourly rate.

E. USE. Employees will be allowed to take annual leave at such time as the employee can best be spared subject to the prior approval of the department head. Therefore, it is necessary to schedule vacations as early as possible subject to department head approval. If there is a conflict in scheduling the determination shall be made by the department head.

(1) Subject to the prior approval of the department head, an employee may take all or any portion of accrued annual leave, providing the total continuous working days of annual leave taken shall not exceed thirty (30) days.

(2) Employees are not permitted to use annual leave in excess of their accrued balance.

(3) Any leave taken prior to accrual of such leave shall be considered as leave of absence without pay and so deducted from the employee's monthly paycheck.

F. RECORDS. The department head is responsible for keeping accurate annual leave records for each employee.

SECTION XI - SICK LEAVE

A. SICK LEAVE. Sick leave is earned by regular employees of Franklin County at the rate of one (1) working day for each month of completed service.

B. ELIGIBILITY. Sick leave is available to the employee after having served one (1) continuous consecutive month of employment.

(1) The department head shall be final judge of satisfactory completion of continuous employment.

(2) Temporary and/or seasonal employees shall not be entitled to any of the benefits set forth in this section.

(3) Regular part-time employees earn sick leave in the proportion their hours bear to the total number of full-time employment hours; provided, however, regular part-time employees hired after April 6, 1988, who regularly work less than ninety (90) hours per month shall not be eligible for sick leave.

C. ACCRUAL. Employees earn a day of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credits.

(1) Sick leave is accumulative to a total of 120 working days, after which time, if not taken, shall lapse month by month; that is, an employee at no time can have more than 120 days sick leave due.

D. COMPUTATION OF PAYMENT. Sick leave may be charged in one (1) hour increments. Only working days are charged, and at the rate of one (1) regular work day of sick leave for each day of absence.

(1) Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

E. USE. Sick leave may be taken for any of the following reasons:

(1) Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.

(2) Doctor appointments for employee only.

(3) Illness or death in the immediate family requiring the attendance of the employee (funeral included). Leave for such reasons shall be limited to three (3) days in any one instance, except when extensive travel is required, leave of five (5) days shall be allowed. "Immediate Family" includes only persons related by blood or marriage or legal adopting, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child or grandchild of the employee, not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

Each instance means "condition or period of illness". Thus for one individual, there possibly could be allowed three (3) days, or there can be recurring periods of illness such as in chronic cases.

(4) Employees may only use the actual number of days sick leave accumulated.

(5) Sick leave cannot be claimed for the employees on annual leave or compensatory time, unless the employee immediately notifies the Employer of the illness.

F. REPORTING. Any employee, who for any reason, must take sick leave shall notify his/her immediate supervisor or department head at the beginning of the sick leave period.

Upon return to work the employee shall submit a statement explaining the nature of the sickness and requesting approval for the sick leave used together with certification of the illness from a licensed physician or other verification of illness satisfactory to the Employer. Employees found abusing sick leave privileges shall be penalized by receiving no pay or time allowed for the sick leave taken.

G. Employees hired on or after April 6, 1988, shall be entitled to payment for twenty-five percent (25%) of their accrued sick leave upon termination of employment by way of discharge, resignation, layoffs, retirements, death or any other separation from employment. Employees hired prior to April 6, 1988, shall be entitled to payment for fifty percent (50%) of the sick leave they have accrued prior to April 6, 1988, and twenty-five percent (25%) of the sick leave they have accrued on or after April 6, 1988, upon termination of employment by way of discharge, resignation, layoffs, retirements, death or any other separation from employment. Sick leave taken shall first be used from sick leave accrued prior to April 6, 1988, until such accrual is depleted and then from sick leave accrued on or after April 6, 1988.

H. SICK LEAVE - ADJUSTMENT FOR WORKMEN'S COMPENSATION.

(1) For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workmen's Compensation in accordance with State Law.

(2) If the employee has accumulated sick leave credit, the County shall pay the difference between their time loss compensation and their full regular salary unless the employee elects not to use their sick leave, provided that it is the responsibility of the County to make available a written explanation of such elective.

(3) Should an employee receive Workmen's Compensation for time loss and they also receive sick leave compensation, their sick leave accrual will be reduced by the total number of hours they were on sick leave minus the number of hours at their hourly rate for which they are paid from a Workmen's Compensation fund, to the nearest half day.

(4) Until eligibility for Workmen's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave, provided that the employee shall return any subsequent overpayment to the County.

(5) Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

(6) Nothing herein pertains to permanent disability award.

(7) If an employee has no sick leave accumulated, the words annual leave may be substituted for sick leave above.

SECTION XII - AUTHORIZED LEAVES

A. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Authorized leave of absence without pay shall not interrupt prior or continuous employment, however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status.

B. PERSONAL LEAVE. Non-accumulative leave of three (3) working days per year, with pay, may be granted to each employee for business which cannot be conducted during off hours. Personal leave must be approved by the department head prior to use.

C. LEAVE OF ABSENCE WITH PAY. Leave of absence with pay may be granted for the following reasons:

(1) Military Leave. An employee who is a member of the Washington National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed fifteen (15) days each calendar year. Any working days taken beyond fifteen (15) days must be charged as annual leave. During the period of military leave, the employee shall receive his/her regular pay in conformity with RCW 38.40.060. Such military leave shall be in addition to any vacation leave the employee is entitled to.

Regardless of his status, any employee, who voluntarily, or upon demand leaves a position other then temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his former position, or one of like seniority, status and pay provided he applies for re-employment within 90 days of his discharge or separation, and presents proof of honorable discharge or separation.

(2) Jury Duty. Regular full-time employees, submitting the proper authorization, may be given court leave for the purpose of serving as a member of a jury or as a witness in Federal, State, County of City Court. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be remitted to the Employer except those received for payment of mileage and other related travel expenses. Regular part-time employees will be entitled to jury duty leave on a pro rata basis with reference to the normal number of hours worked when scheduled.

(3) Special Meetings and Training. Whenever it is determined by the Board of County Commissioners, elected officials and/or the department heads to be in the best interest of the County, regular full-time employees may be granted time off with pay or without pay to attend professional, technical institutes, conferences, or special

educational training directly related to the employee's job duties and responsibilities.

SECTION XIII - HOLIDAYS

A. HOLIDAYS. Regular employees of the County will receive regular compensation for legal holidays subject to the Board of County Commissioners' determination of the holiday schedule. Additionally, holidays may have to be altered in order to meet certain departmental requirements such as in the Clerk's office and the Prosecutor's office. Normally, holidays will be coordinated with those holidays provided for in Union contracts; however, the Board of County Commissioners may, subject to recommendations by department heads, alter the holiday schedule.

(1) Regular full-time employees are eligible for holidays if they have completed thirty (30) days of continuous service prior to a holiday.

(2) Regular part-time employees are eligible to receive holidays on a pro-rated basis for the regular number of hours worked.

(3) Regular Fair Labor Standards Act exempt employees, but not limited to administrative assistants, may be required to work on any holiday and may be permitted, in lieu thereof, alternative time off, subject to the approval of the department head.

B. HOLIDAY RULES. The following rules shall govern holidays:

(1) Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday or an alternative day off as determined by the department head.

(2) Whenever a legal holiday, other than Sunday, falls on a Sunday, the following Monday shall be a legal holiday or an alternative day off as determined by the department head.

(3) Any employee who is on a scheduled and approved vacation or sick leave when a holiday occurs, will not be charged with annual leave or sick leave for that day.

(4) An employee who is absent due to sickness and has exhausted both sick leave and annual leave would be considered as on leave without pay status and will not receive holiday pay.

(5) If a holiday occurs on an employee's scheduled day off, the employee shall be given in lieu thereof, the day preceding or following such holiday, or an alternate day off at the employee's discretion with the supervisor's approval.

(6) Work performed on any of these holidays shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the holiday pay. If an employee is exempted from overtime per FLSA such, as executives, administrators and/or professional employees inclusive of, but not limited to, department heads, administrative assistants, deputy prosecuting attorneys, etc., there shall be no overtime compensation for time worked.

(7) Employees will receive no holiday pay if the employee has accepted scheduled work on a holiday and fails to report for work except for excused absence.

(8) By mutual agreement, compensatory time off may be given in lieu of holiday pay on a one to one basis, but not for FLSA exempted personnel.

SECTION XIV - WORK RULES

A. PURPOSE. The orderly and efficient operation of County government requires that certain work rules be established covering personal standards of conduct and standard operating procedures. These standards and procedures are necessary to protect the health and safety of employees and maintain uninterrupted service.

B. WORK RULES. The following work rules shall be applicable to affected employees. These rules are not intended to be all inclusive and the County shall, when it deems appropriate, establish additional rules to insure the effective operation of the County government.

(1) Employees must be at a designated work area on time and ready to work. Employees shall remain at the work area until the scheduled quitting time unless permission to leave is granted by their supervisor.

(2) Where the operations are continuous, an employee shall not leave until replaced by the next shift employee or until relieved by the supervisor.

(3) Employees shall not conduct personal business during working hours.

(4) Employees shall follow all safety regulations including wearing or required safety articles and the using of protective equipment. Employees shall immediately report accidents or injury to their supervisor.

(5) Employees shall be responsible for and shall not misuse County property, records, or other materials in their care, custody or control. County property, records, or other materials shall not be removed from the premises without permission.

(6) Employees shall deal with the public and other employees in a courteous manner.

(7) Employees shall conduct themselves in a professional manner while on duty and shall not engage in conduct detrimental to the good order and discipline of the department or the County.

(8) Employees shall immediately report to their supervisors their inability to work and the reason therefore.

(9) Employees shall notify the department head and the department responsible for payroll administration whenever there is a change in the employee's personal data such as address, name or exemptions.

(10) Employees shall report for and remain at work only when in physical condition to perform their duties.

(11) Employees shall not restrict or interrupt work or interfere with the work of others.

(12) Employees shall not neglect their duties and responsibilities or refuse to perform assigned work.

(13) Employees shall not engage in unapproved soliciting, using their position for personal gain or use their position to directly or indirectly coerce others.

(14) Employees shall not post notices on the County premises without prior approval from the appropriate authority. Defacing of any existing notices is a violation of these rules.

(15) Employees shall not possess unauthorized firearms, and/or weapons on the County premises.

(16) Employees shall not falsify records, reports, or claims of illness or injury.

(17) Employees shall park in designated employee parking lots.

SECTION XV - DISCIPLINARY PROCEDURES

A. PURPOSE. These disciplinary procedures are applicable to employees covered by these Personnel Policies. **The Board, elected official and/or a department head, whichever is applicable, may elect to use these disciplinary procedures, however, no provisions of this personnel policy are to be construed to mandate the use of progressive discipline nor shall any other provisions alter the employment at will relationship of employees.** If the Board, elected official or department head, whichever is applicable, elects to utilize these disciplinary procedures, they may base said disciplinary action on the following examples of misconduct but are not limited thereto:

(1) Violations of work rules set forth in Section XIV and any and all amendments thereto;
(2) Neglect of duty;
(3) Insubordination;
(4) Conviction of a crime;
(5) Malfeasance or misfeasance;
(6) Gross misconduct;
(7) Violation of departmental work rules, regulations and amendments thereto;
(8) Unauthorized use of equipment;
(9) Abuse of sick leave;
(10) Falsification of reports;
(11) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
(12) Recklessness;
(13) Theft;
(14) Negligent and/or willful damage to County property.

If the Board, elected official and/or a department head, whichever is applicable, elects to use disciplinary actions, then they will attempt to, but are not required to, administer discipline in a progressive fashion. If the Board, elected official and/or department head, whichever is applicable, elects to use progressive discipline then the disciplinary action administered will be dependent on the severity of the infraction. If the Board, elected official and/or department head, whichever is applicable, has elected to use progressive disci-

pline with regard to a particular employee, they are not required to adhere strictly with the order or system of progressive discipline set forth below but rather should base the discipline on the severity of the action:

(1) Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor may call the employee aside to discuss the offense and to warn the employee not to repeat the behavior, and may temporarily document the occurrence by making a note to the supervisor's file (not the employee's official personnel file) concerning the infraction. Repeated violations of verbal reprimand will result in a formal written reprimand.

(2) Written Reprimand or Warning. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings may be kept in the employee' official personnel file. The manager/supervisor or department director may, as a part of an appropriate written reprimand concerning a work-related problem, notify the employee that he/she is on disciplinary probation for a specified length of time. This status is short of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against him/her could result in immediate termination of employment.

(3) Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions shall be determined by the Board and/or department head.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This suspension gives the supervisor the opportunity to discuss the problem with his/her superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, he/she will normally be returned to his/her position, paid for any lost time, and a letter exonerating the employee will be placed in his/her official personnel file. If, however, the employee is

found in violation, then the appropriate disciplinary action will take effect on the date that the investigatory suspension began.

Suspension With Pay. The Board and/or department head, with the concurrence of the Board of County Commissioners, may suspend with pay and benefits a County employee pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. and may include recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

(4) Dismissal. EMPLOYEES MAY BE TERMINATED BY FRANKLIN COUNTY AT ANY TIME WITHOUT RESTRICTION AND WITHOUT RECOURSE. NOTHING IN THESE DISCIPLINARY PROCEDURES OR ANY OTHER PROVISION OF THIS POLICY IS TO BE CONSTRUED IN ANY WAY TO ALTER OR CHANGE THE EMPLOYER'S RIGHT TO DISMISS OR TERMINATE AT WILL ANY EMPLOYEE WITHOUT RESTRICTION AND WITHOUT RECOURSE.

SECTION XVI - GRIEVANCE PROCEDURE

A. PURPOSE. Franklin County recognizes the need for fairness and justice in the adjudication of employee grievances. **This grievance procedure does not apply to employees who have been terminated pursuant to the employment at will status of employees covered by this Personnel Policy. Thus, an employee may be terminated by Franklin County at any time without restriction and without recourse.** A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Personnel Policy. Grievances may be heard at any time where practical and feasible. Time limitations provided are essential to the prompt and orderly resolution of any grievance. No grievances shall be valid unless said grievance is submitted at Step 1 within five (5) working days from its occurrence. If a grievance is not presented within five (5) working days from its occurrence, said grievance shall be waived and forever lost. This grievance procedure does not apply to employees who have been terminated by Franklin County.

NOTE: EMPLOYEES MAY BE TERMINATED BY FRANKLIN COUNTY AT ANY TIME WITHOUT RESTRICTION AND WITHOUT RECOURSE. NOTHING IN THIS

GRIEVANCE PROCEDURE OR ANY OTHER PROVISION OF THIS POLICY IS TO BE CONSTRUED IN ANY WAY TO ALTER OR CHANGE THE EMPLOYER'S RIGHT TO DISMISS OR TERMINATE AT WILL ANY EMPLOYEE WITHOUT RESTRICTION AND WITHOUT RECOURSE.

B. The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's immediate supervisor within five (5) working days from its occurrence. The immediate supervisor shall respond in writing within ten (10) working days after receiving said grievance. If the grievance involves action taken by the department head then the grievance can be presented at Step 2.

Step 2: If the grievance is not resolved to the satisfaction of the employee at Step 1, then within five (5) working days of the response in Step 1, the grievance, in written form, shall be presented to the department head. Thereafter, the department head shall respond in writing to the employee within ten (10) working days after receipt of the grievance.

Step 3: If the grievance is not resolved to the satisfaction of the employee at Step 2, then within ten (10) working days of the response at Step 2, above, the grievance, in written form, shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee, department head and the Board and County representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their determination and findings in writing within ten (10) working days of the meeting before the Board. The Board's decision shall be final and binding on all parties.

C. This grievance procedure is the exclusive recourse of an employee who believes they have a grievance.

D. The parties can extend the time limits contained herein by mutual written agreement.

SECTION XVII - GENERAL WORKING CONDITIONS

A. HOURS OF WORK.

(1) The normal work day shall be determined from time to time by the Board of County Commissioners consistent with RCW 36.16.100. Department heads may make recommendations

to the Board but the Board shall make the final determination of normal working hours.

(2) The normal work week shall be determined from time to time by the Board of County Commissioners consistent with provisions of RCW 36.16.100. The department heads may make recommendations but the final decision shall be made by the Board of County Commissioners.

(3) Employees required to work in excess of forty (40) hours in a work week will receive overtime pay and the rate of compensation shall be at time and one-half (1-1/2) their normal hourly rate. An employee may receive either monetary compensation or compensatory time off but in no event shall an employee's accumulated compensatory time off be greater than twenty-four (24) hours. For applicable employees, hours worked between thirty-seven and one-half (37-1/2) hours and forty (40) hours in a work week will be compensated at the straight time rate. Overtime is subject to the prior approval of the department head. These overtime provisions do not apply to department heads, administrative assistants, deputy prosecuting attorneys and/or any other employees who are exempted from the overtime provisions of the Fair Labor Standards Act such as executive, administrative and professional employees. These overtime exempted employees are not entitled to overtime and are not entitled to compensatory time off. These employees may be required by the department head to work beyond normal hours. However, a department head may, from time to time, allow straight time off subject to the approval of the Board of County Commissioners.

(4) The normal work day and/or work week may be altered or changed by the Board of County Commissioners.

(5) Prosecuting Attorney office and Clerk's office hours will be established, from time to time, on a separate basis by the applicable elected officials.

(6) FLSA exempted positions are not entitled to overtime and are compensated on the basis of a thirty-seven and one-half (37-1/2) hour work week with the exception of Deputy Prosecuting Attorneys which are compensated on the basis of a forty (40) hour work week. Non-FLSA exempted personnel are compensated on the basis of a thirty-seven and one-half (37-1/2) hour work week.

B. SAFETY. All employees are responsible for following applicable health and safety precautions on the job.

(1) Each employee is responsible to use safety equipment and clothing as required and to comply with safety rules and procedures.

(2) Department heads and supervisors are responsible for assuring safe working conditions and compliance with safety standards at each work site.

C. TRAINING. The County, subject to budgetary constraints, may provide training opportunities to employees to help build employee skills directly related to their jobs.

D. EMPLOYEE WORK ASSIGNMENTS. Covered employees are subject to the general control and direction of the applicable department head. Employees shall perform work as directed by their department head. Covered employees shall work at such job sites and perform such services as their department head deems appropriate.

SECTION XVIII - SEXUAL HARASSMENT

Sexual harassment of any employee by any other employee is prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Any employee who believes he/she is being sexually harassed is strongly encouraged to seek immediate assistance from his/her department director. The grievance procedures established in Section XVI may also be used on either a formal or informal basis. Any report of sexual harassment will be investigated immediately and confidentially, and appropriate action taken in order to protect all parties involved from further harassment, retaliation or false accusations.

SECTION XIX - DEPARTMENT WORK RULES

Each department is responsible for developing and distributing to its employees specific work rules and procedures to be followed in that department. These work rules should address issues such as work schedules (starting/-

quitting times and optional work schedules, if any); fifteen (15) minute breaks; smoking and eating at the work site; calling in sick; options, if any, for making up time lost for medical appointments; and the handling of confidential material. Departmental work rules are subject to approval by the Board of County Commissioners prior to implementation in order to ensure conformity with budgetary limitations and in order to meet the operating needs of the County.

SECTION XX - NON-DISCRIMINATION

It is Franklin County's policy to employ, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, religion, national origin, pregnancy, age, marital status, or sensory, mental and/or physical handicap except where the doctrine of business necessity or a bona fide occupational qualification can reasonably be established.

SECTION XXI - AMENDMENTS

The Board of County Commissioners may add to, delete, modify or amend, from time to time, these Personnel Policies. Department heads are entitled to make recommendations as to changes in the Personnel Policies but the Board of County Commissioners shall make the final determination as to whether the change in policy shall be adopted.

SECTION XXII - REPEALER

As of the date of adoption of this Personnel Policy by the Board of County Commissioner, any and all prior Personnel Policies are hereby repealed and superseded by this Personnel Policy.

RESOLUTION NO. 88-32

IN THE MATTER OF ESTABLISHING A PERSONNEL POLICY FOR FRANKLIN COUNTY COURTHOUSE NON-BARGAINING UNIT EMPLOYEES AND PROVIDING FOR THE REPEAL OF ANY PRIOR POLICIES.

WHEREAS, the Board of Franklin County Commissioners and elected officials have had several meetings for the purpose of reviewing Personnel Policies for non-bargaining unit employees and have determined that it is in the best interests of Franklin County to have a uniform set of modern rules and regulations pertaining to personnel practices; and

WHEREAS, based on the joint meetings of elected officials and the Board members, the Board now has determined that the rules should be adopted as soon as possible; and

WHEREAS, the adoption of these rules and regulations may necessitate repealing any previous policies relating to personnel practices; now, therefore,

BE IT HEREBY RESOLVED by the Board of Franklin County Commissioners that the Franklin County Courthouse Personnel Policy is hereby adopted, establishing uniform rules and regulations for all Franklin County departments to be administered in conformity with the Personnel Policy which is attached hereto and incorporated herein by reference as Exhibit "A".

BE IT FURTHER RESOLVED by the Board of Franklin County Commissioners that any prior resolutions and/or regulations adopting and/or pertaining to other personnel rules and regulations if such exist are hereby repealed and the provisions of the Personnel Policy referenced as Exhibit "A" hereby supercedes any other personnel practice regulations.

BE IT FURTHER RESOLVED by the Board of Franklin County Commissioners that Exhibit "A" does not apply to bargaining unit employees nor to Civil Service covered employees except as to certain subjects indicated in the Policy.

BE IT FURTHER RESOLVED by the Board of Franklin County Commissioners that Exhibit "A" which shall be referred to as the "Franklin County Courthouse Personnel Policy" shall be effective as of April 4, 1988.

PASSED BY THE BOARD OF FRANKLIN COUNTY COMMISSIONERS this 6th day of April, 1988.

ATTEST:

Harold N Mathews
Chairman

D.D. McLaughlin
Clerk Of The Board

Bruce D. Whitemarsh
Commissioner

Commissioner

Personnel Policy Reviewed
And Approved By:

Neva Corkrum, Auditor

Dennis DeFelice, Prosecuting Attorney

Shirley A. Morrow
Shirley Morrow, Assessor

Bill Ford
Bill Ford, Cooperative Extension Office

Valoria Loveland
Valoria Loveland, Treasurer

Robert H. Boothe
Robert Booth, Planning Department

Dorothy Wagar
Dorothy Wagar,
Superior Court Clerk

Frank Moulton,
Building Superintendent

Richard Lathim
Sheriff Richard Lathim

Marilyn Wiggins, Emergency Management Director

H. W. Felsted
Judge H. W. Felsted

Donald L Carter
Don Carter, Fire Marshall

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

April 5, 1988

TO: Board of County Commissioners
Franklin County

FROM: Diane McLaughlin
Clerk of the Board

SUBJECT: Award of Bid - Legal Newspaper

I have reviewed the two bids received on the printing of Franklin County's notices.

The bids were for a one-inch column as follows:

	First Insertion	Each Subsequent Insertion
Franklin County Graphic	$ 2.75	$ 2.66
Tri-City Herald	7.20	6.20

I, therefore, recommend the Award of Bid to Franklin County Graphic.

RECOMMENDED: Diane McLaughlin
Diane McLaughlin
Clerk of the Board

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

Harold Mathews
Chairman

Bruce Whitemarsh
Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners Proceeding for April 11, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, member; and Diane McLaughlin, Clerk of the Board.

The Board met with Ted Martin, Fairgrounds Manager. Mr. Martin presented a joint resolution to transfer all accounts from Benton County to Franklin County effective April 1, 1988 for the 1988 Budget. Mr. Miller made a motion to approve the transfer; Mr. Whitemarsh seconded. Resolution 88-36, Transfer of All Accounts from Benton County to Franklin County Effective April 1, 1988, for 1988 Budget, was unanimously approved with one correction. The interest rate should read 5.75% per annum in lieu of the 3% shown. A copy is attached as Exhibit A. The Board also approved an amendment to the Joint Resolution to Sponsor the Benton-Franklin Counties District Fair in 1988-92. A resolution number had never been assigned to the joint resolution for sponsoring the district fair; therefore, it was assigned resolution number 88-35. The amendment adds a termination provision to the existing agreement. Mr. Miller moved the amendment be accepted as presented; Mr. Whitemarsh seconded. The Board unanimously approved the amendment (copy attached as Exhibit B).

The Board met with Bruce Gilkeson, Franklin County Engineer, at 10:11 a.m. General discussion was held on the Sylvester Road repair; Mr. Vista, and Burr Canyon. Mr. Gilkeson presented a request for approval of the signature authorization form for the Department of Community Development. Mr. Mathews and Mr. Whitemarsh would have the authority to sign for new/revised applications, new/modified contracts and authorizing authority, and Mr.Gilkeson and Mr. Fife would be authorized to sign vouchers. Mr. Miller moved the form be approved and signed; Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-37. Adoption of the Signature Authorization form for the Department of Community Development. A copy of Resolution 88-37 is attached as Exhibit C. Mr. Mathews signed the application for the Public Work Trust Loan. Mr. Gilkeson advised that the form had been reviewed and approved by the Deputy Prosecuting Attorney.

The Board received a request from the Tri-Cities Visitor & Convention Bureau requesting the Counties support them in their application to the State of Washington for a Local Development Matching Fund Grant. The Board unanimously approved Resolution 88-38 (Exhibit D), RE: Visitor & Convention Bureau - Local Development Matching Fund Grant.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners Proceeding for April 11, 1988

The Board approved vouchers for Current Expense, Warrant Numbers 22489-22735, both inclusive, in the amount of $165,611.36.

The Board received copies of the Treasurer's Financial Statement for March and the March 1988 Monthly Building Department report.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 13, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Matthews
Chairman

Bruce A Whitemarsh
Member

Ken Mills
Member

ATTEST:
Dan McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 109

FRANKLIN COUNTY RESOLUTION NO. 88-36

IN THE MATTER OF BENTON FRANKLIN COUNTY FAIR RE: TRANSFER OF ALL ACCOUNTS FROM BENTON COUNTY TO FRANKLIN COUNTY EFFECTIVE APRIL 1, 1988, FOR 1988 BUDGET

WHEREAS, the Fairgrounds Department has established their need for approximately $100,000.00 for cash flow til revenues are received in August, 1988, for the Fairgrounds Fund,

WHEREAS, the Board of Commissioners from Benton and Franklin Counties have previously agreed to appropriate funds on the basis of interfund loans to the B-F Fairgrounds Fund for cash flow purposes, and both counties have budgeted to pay $5,000.00 to the B-F Fairgrounds Fund for 1988,

WHEREAS, Benton County has received revenues in the amount of $21,628.32, since January 1, 1988, from the Fairgrounds Department which has been credited to the B-F Fair fund,

WHEREAS, $51,883.91 has been expended since January 1, 1988, from the B-F Fair fund, leaving a deficit balance in the fund of $30,255.59 as of March 31, 1988,

WHEREAS, Benton County's share has been established as follows; $50,000.00 less deficit balance in funds being held, and including $5,000.00 donation leaving their share at $19,744.41,

WHEREAS, Franklin County's share has been established as follows; $50,000.00 including $5,000.00 donation, leaving their share at $50,000.00,

WHEREAS, Benton County has agreed to continue coverage for the employees of the Fairgrounds Department under their medical coverage provided by the Insurance Trust and Franklin County has agreed to send the monthly premium for such coverage to Benton County,

NOW THEREFORE BE IT RESOLVED, that both Boards of Commissioners agree to loan the B-F Fairgrounds Fund $90,000.00, as an interfund loan establishing an interest rate of* for a period of not more than 264 days to be repaid no later than December 31, 1988. To meet the terms of this agreement Benton County will remit $19,744.41 to Franklin County Treasurer and Franklin County will transfer $50,000.00, with both amounts being credited to the B-F Fairgrounds Fund. Franklin County agrees to remit monthly the insurance premiums for medical coverage for the Fairgrounds employees to Benton County no later than the 5th day of the month.

* five and three quarter (5.75%) percent per annum

DATED this 11th day of April, 1988.

R.E. Isaacson
Chairman

Robert J. Duke
Member

Ron Jones
Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Joan Dentry
Clerk of the Board

DATED this 11th day of April, 1988.

Harold H. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Dolores McLaughlin
Clerk of the Board

ADMENDEMENT TO JOINT RESOLUTION 88-35

AMENDMENT TO JOINT RESOLUTION TO SPONSOR

BENTON-FRANKLIN COUNTIES DISTRICT FAIR IN 1988-92

IN THE MATTER OF A JOINT RESOLUTION TO SPONSOR THE BENTON-FRANKLIN COUNTIES DISTRICT FAIR IN 1988-92.

RECITALS

1. March 1, 1988, the Boards of County Commissioners for Benton County and Franklin County, Washington, executed a joint resolution to sponsor the Benton-Franklin District Fair in 1988-1992. Both Counties desire to amend the joint resolution to provide for a termination provision in addition to the terms already contained in that agreement.

NOW THEREFORE, BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties:

Amend the joint resolution to sponsor Benton-Franklin Counties District Fair in 1988-1992 executed by the Boards of County Commissioners on March 1, 1988, to add the following section.

9. TERMINATION

This agreement may be terminated by mutual agreement of the parties or for cause by one party upon sixty (60) days prior written notice in the event of violation by another party of any of the provisions of this agreement; PROVIDED, the violating party shall be given sixty (60) days from such written notice of termination to correct such violation and if such correction is made within the sixty (60) period, this agreement shall not be terminated. Such opportunity and period for correction shall not be available for a second or succeeding violations of the same provisions of this agreement. Any waiver of the terms of this paragraph or the violation of any other obligation under this agreement shall not constitute a waiver for any subsequent violation.

DATED this 11th day of April 1988.

COUNTY COMMISSIONERS
Benton County, Washington

Chairman

Member

Member

Attest:

Clerk of the Board
Benton County, Washington

COUNTY COMMISSIONERS
Franklin County, Washington

Harold M Mathews
Chairman

Bruce Whitemash
Member

Jim Mills
Member

Attest:

Ida D McLaughlin
Clerk of the Board,
Franklin County, Washington

FRANKLIN COUNTY

Resolution No. 88-37

WHEREAS, Franklin County has qualified for a loan from the Public Works Trust Fund; and

WHEREAS, the Department of Community Development needs to identify who is authorized to sign applications, contracts, vouchers, and who is the authorizing authority for Franklin County.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of Franklin County, convened in regular session in their office in the Courthouse at Pasco, Washington, that the attached Signature Authorization Form for the Department of Community Development is hereby adopted and approved.

Signed this 11th day of April, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-38

RE: VISITOR & CONVENTION BUREAU - LOCAL DEVELOPMENT MATCHING FUND GRANT

WHEREAS, the Visitor and Convention Bureau is applying to the State of Washington for a Local Development Matching Fund Grant, and

WHEREAS, it is necessary that certain conditions be met as part of the application requirements, including an in-kind match which will consist of 50% of the local portion of the total 1:1 match,

THEREFORE, the County of Franklin certifies that it supports the previously mentioned application, and further, that specified staff will be appointed to participate on the Oversight and Technical Committees of the visitor and Convention Bureau, thus assisting in the preparation of the project specified in the application and in satisfying the local match requirement.

DATED this 11th day of April, 1988

Harold Mathews
Chairman

Member

Bruce D. Whitmarsh
Member

ATTEST:

DO McLaughlin
Clerk of the Board

DEPARTMENT OF COMMUNITY DEVELOPMENT

Ninth & Columbia Building
Mail Stop GH-51
Olympia, WA 98504

SIGNATURE AUTHORIZATION

NAME OF ORGANIZATION	DATE SUBMITTED
Franklin County - Highway Department	
NAME OF PROJECT	**CONTRACT NUMBER**
Court Street Rd 60 - Rd 68	PW-5-88-962-15

AUTHORIZED TO SIGN APPLICATIONS/REVISED APPLICATIONS

SIGNATURE	PRINT OR TYPE NAME	TITLE
Harold N Mathews	Harold N. Mathews	Chairman, Board of County Commissioners
Bruce D Whitemarsh	Bruce D. Whitemarsh	Member, Board of County Commissioners

AUTHORIZED TO SIGN CONTRACTS/CONTRACT MODIFICATIONS

SIGNATURE	PRINT OR TYPE NAME	TITLE
Harold N Mathews	Harold N. Mathews	Chairman, Board of County Commissioners
Bruce D Whitemarsh	Bruce D. Whitemarsh	Member, Board of County Commissioners

AUTHORIZED TO SIGN VOUCHERS

SIGNATURE	PRINT OR TYPE NAME	TITLE
Bruce A Gilkeson	Bruce A. Gilkeson	County Engineer
Tim Fife	Tim Fife	Assistant County Engineer

AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE
Harold N Mathews	Harold N. Mathews	Chairman, Board of County Commissioners
Bruce D Whitemarsh	Bruce D. Whitemarsh	Member, Board of County Commissioners

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 13, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was attending a meeting in Olympia on the possibility of insurance pooling for counties.

10:00 a.m. The Board met with Bruce Gilkeson, County Engineer. The following items were discussed: advertising now for replacement of a shop superintendent retiring in May; an exemption, for several months until the employee could quit smoking, on the no smoking ordinance--this was denied as it was felt by all that the weather was such that the employee could go outside to smoke during breaks and lunch; surplus property (Exhibit A)--the Board agreed and Mr. Gilkeson would proceed with necessary paperwork.

11:00 a.m. The Board met with Robert Booth, County Planner. Brief discussions were held on Ed Ray Short Plat being changed from two lots to four lots--this was placed on hold by the Planning Department until further notice from Mr. Ray; a complaint concerning commercial painting being done in a residential area; alternative high school would not be coming to Franklin County--official notice would be mailed to the Planning Commission rescinding their application.

1:30 p.m. A joint public hearing was held by the Boards of County Commissioners for Benton and Franklin Counties. Present for Franklin County: Commissioner Harold Mathews, Chairman; Commissioner Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Present for Benton County: Commissioner Ray Isaacson, Member; Commissioner Ron Jones, Member; Commissioner Bob Drake, Member; and Donna Hileman, Admin. Assistant. Also attending were Ted Martin, Fairgrounds Manager, Ken Ireland also with the Fairgrounds, and representatives of the press. No public in attendance. A copy of the proposed budgets was passed out to those present. Mr. Mathews opened the meeting by advising that it was a joint meeting to adopt budgets for the operations and maintenance of the fairgrounds and operation of the fair. Proposed budgets had been prepared as follows: Fair, Budget Number 40570, - $427,900 and Fairgrounds, Budget No. 40574, - $281,665. Mr. Mathews asked if there were any questions.

Mr. Miller wanted to stress that this was a "guesstimation". We may find that we have to change the budgets next year; however, for this year numbers were estimated. General discussion was held as follows: Mr. Isaacson was concerned about losing money and if the budget set the gate price. Mr. Martin advised that they have incorporated a $5/adult entrance fee based on 55,000 paid attendance, same as last year. Mr. Martin felt that it was the higher attendance charge that kept people

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 13, 1988

away and felt confident that with the lower attendance charge more people would attend. Mr. Martin advised that last year's gate admission was $294,000; this year we have budgeted $264,000. Mr. Miller felt this was a very conservative budget. Mr. Drake asked about the carvinal advertising budget. Mr. Martin advised that in addition to what is shown, the carvinal pays in $5,000 for advertising. A question was raised concerning the food concession--will it be a flat fee? Mr. Martin advised that last year it was a flat fee of $1,000. This year it is being discussed to have a flat fee of $500 plus/or 15%. In other words they have to make at least $500. Mr. Martin was asked how to keep the people honest. Mr. Martin advised that over 85% of the fairs are now using cash registers. People shouldn't be upset having to use them, but be glad that they are working with professional business men. Mr. Martin advised that he had a food (commerical) concessioner call him long distance last winter and asked him to push the use of the cash registers. His reasoning was that he just had one concessioner run off with all his money and he had no idea how much money was taken. A cash register would have given him this total so he could have some legal recourse. Mr. Martin and Mr. Miller both wanted to stress that the rental of the fairgounds did not included everything planned for this year. There are many items being discussed that will be brining in more revenue. Mr. Miller also wanted to stress that any profit from 1988 would be placed in the fair budget to help offset the "up-front" money by the counties. Eventually, this money could be used for capital improvement.

Mr. Mathews asked if there were any more questions. Mr. Miller made a motion that Franklin County adopt the fairgrounds budget in the amount of $281,665 and the fair budget in the amount of $427,900. Mr. Mathews seconded. The Franklin County Commission present casted an unanimous ballot to adopt the budgets as presented. Resolution 88-39, Establishmnet of a Benton and Franklin County Fair Budget and a Benton-Franklin County Fairgrounds Budget (Exhibit B). Mr. Isaacson moved that Benton County adopt the fair budget in the amount of $427,900 and the fairgrounds budget in the amount of $281,665. Mr. Drake seconded. The Benton County Commissioners unanimously adopted the budgets as presented.

Mr. Mathews adjourned the meeting.

The Franklin County Commissioners met with the Executive Board for PIC and signed 2B Contracts.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceedings for April 13, 1988

The Board read and approved the minutes from the Board meeting on April 6, 1988.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 18, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

April 13, 1988
BG-88-46

TO: Board of County Commissioners

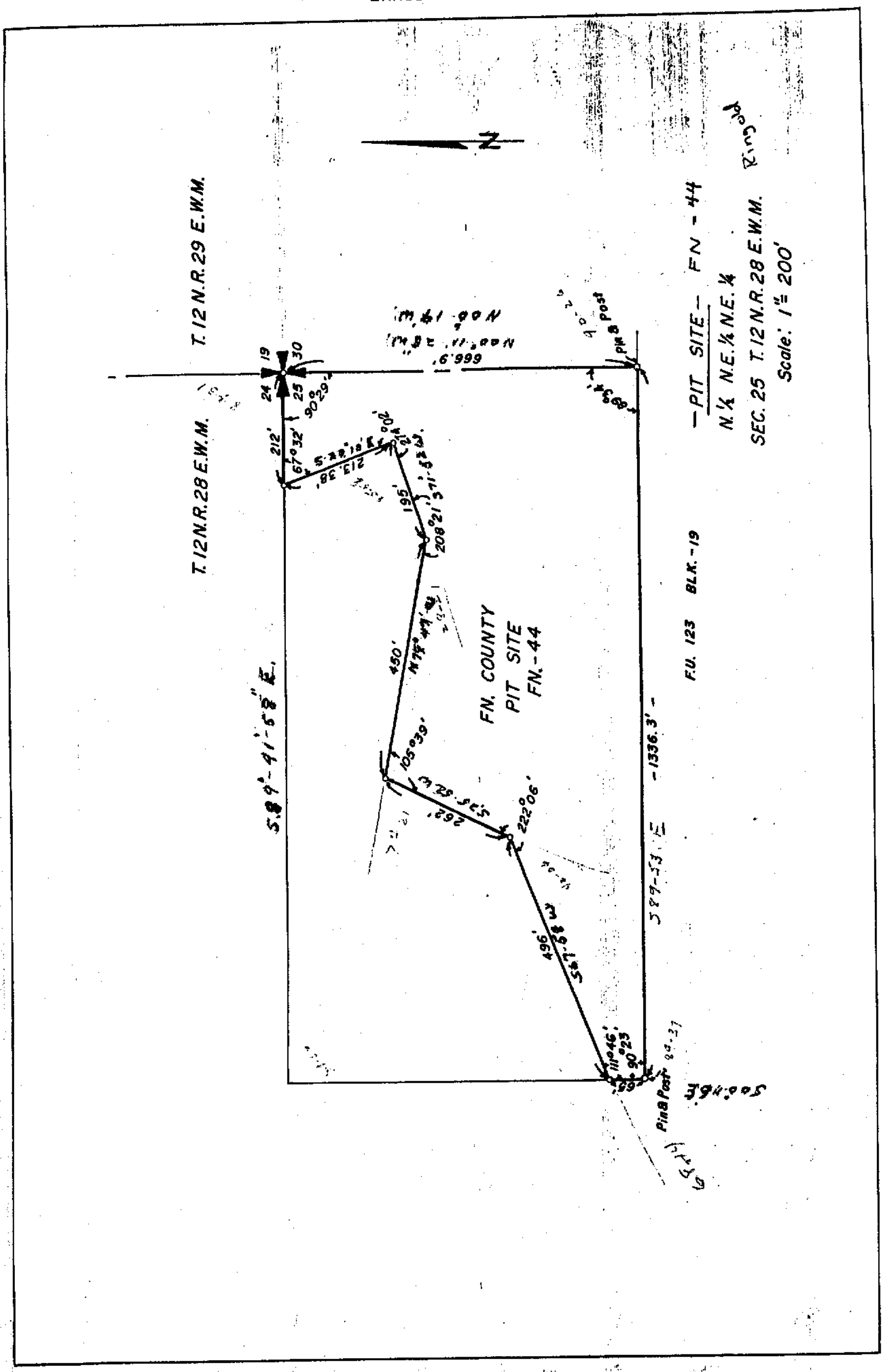
FROM: Bruce A. Gilkeson, P.E. BAG
County Engineer

SUBJECT: Surplus Property

In 1954, Franklin County purchased 20 acres for a gravel pit site in Section 25, T 12 N, R 28 E, W.M. (see attached drawing). The pit has been nearly depleted of all usable rock and has not been used in over 15 years. Last year the pit area had to be sprayed for noxious weeds and will most likely have to be sprayed in the future. The pit site has served its useful purpose and therefore should be declared surplus property.

I am recommending that the 20 acre parcel be disposed of before the County incurs more cost on the maintenance of the property.

BAG/ler


T. 12 N. R. 29 E. W. M.
T. 12 N. R. 28 E. W. M.
— PIT SITE — FN - 44
N. ¼ N.E. ¼ N.E. ¼
SEC. 25 T. 12 N. R. 28 E. W. M.
Scale: 1" = 200'
FN. COUNTY
PIT SITE
FN.-44
F.U. 123 BLK. -19
N 89°-53' E
1336.3'
S 89°-41'-58" E.
N 00° 19' W
999.6'
212'
67°32'
213.38'
195'
208°21'
450'
105°39'
378.55'
262'
222°06'
496'
S 44°-58' W
111°46'
90°23'
Pin & Post
S 00° 19' E

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-110

FRANKLIN COUNTY RESOLUTION NO. 88-39

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: ESTABLISHMENT OF A BENTON-FRANKLIN COUNTY FAIR BUDGET AND A BENTON-FRANKLIN COUNTY FAIRGROUNDS BUDGET.

WHEREAS, Benton and Franklin Counties have jointly agreed to sponsor a District Fair pursuant to R.C.W.36.37.050, and

WHEREAS, the Counties have agreed to establish two funds for the operation and the maintenance and operation of the fairgrounds for activities other than the Bi-County Fair, and

WHEREAS, a public hearing was held on April 13, 1988 at 1:30 p.m. at which time the residents of Benton and Franklin Counties, Washington could appear and be heard; and

WHEREAS, there was no public in attendance for the proposed Fair Budget of $427,900 and the proposed Fairgrounds Budget of $281,665.00, and

WHEREAS, the Board of Franklin County Commissioners cast a unanimous ballot to adopt both budgets;

WHEREAS, the Board of Benton County Commissioners and the Board of Franklin County Commissioners in accordance with the joint resolution dated March 1, 1988, that a budget, 40570, in the amount of $427,900 be established for the Benton-Franklin County Fair Fund, and

BE IT FURTHER RESOLVED, a budget, 40575, in the amount of $281,665 be established for the Benton-Franklin Fairgrounds Fund.

DATED this 13th day of April, 1988.

R.E. Isaacson
Chairman

Robert F. Duke
Member

Ron Lowe
Member

ATTEST:
Joan Hunter
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

DATED this 13 day of April, 1988.

Harold M. Matheus
Chairman

Member

Ken Mills
Member

ATTEST:
Ann McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

The Board looked for different avenues of revenue for Mr. Bolt but could find none. The Commissioners said they would certainly support the Conservation District by writing a letter of support. Mention was made there might be a possibility of monies being available from an Economic Development Grant.

At 2:12 p.m. Clerk Kay Bacca met with the Board with a letter of recommendation and a resolution awarding the purchase of one 16 mm planetary microfilm camera and one microfilm reader/printer be awarded to Abadan, Inc., in the amount of $9,416.00, plus tax. Commissioner Jones so moved that the resolution be approved. Commissioner Drake seconded the motion. Motion approved unanimously. Ms. Bacca advised the Board that she had received a late bid on 4/7/88 which had been improperly addressed to her in Richland from NW Microfilm Inc., Spokane, WA. The Board concurred with Ms. Bacca this bid could not be co sidere
The meeting was recessed from 2:25 p.m. until 2:40 p.m.

At 2:45 p.m. Ted Martin, Fairgrounds Director, Auditor Bobbie Gagner and Chief Financial Officer Dave Sparks met with the Board. Martin presented the Board with a Joint Resolution between Benton and Franklin Counties transferring all accounts of the Fairgrounds Separtment from Benton County to Franklin County effective April 1, 1988, for the 1988 budget and agreeing that both counties loan the Benton-Franklin Fairgrounds Fund $90,000.00 and setting out the respective amounts that the counties owe the fund.

Mr. Martin reminded the Commissioners of the need to establish a contract with the Tri-City Horse Racing Association.

The following resolutions were signed:

88 104 IN THE MATTER OF COUNTY ROAD DEPARTMENT PURCHASES RE: ERR PURCHASE OF METAL TRAFFIC SIGN POSTS 1988

88 105 IN THE MATTER OF BENTON COUNTY COMPREHENSIVE SIX-YEAR ROAD PROGRAM

88 106 IN THE MATTER OF THE PURCHASE BY THE BENTON COUNTY COMMISSIONERS OF A NEW TABLE TOP DRY-TONER COPIER

88 107 IN THE MATTER OF BENTON COUNTY FACILITIES DEPARTMENT, INTENT TO PURCHASE, CURRENT EXPENSE FUND 0000-101, CODE 3121, CONSTRUCTION MATERIALS

88 108 IN THE MATTER OF AWARDING CLERK'S MICROFILM READER/PRINTER

88 109 IN THE MATTER OF BENTON FRANKLIN COUNTY FAIR RE: TRANSFER OF ALL ACCOUNTS FROM BENTON COUNTY TO FRANKLIN COUNTY EFFECTIVE APRIL 1, 1988, FOR 1988 BUDGET

The meeting was concluded at 3:10 p.m. and continued until Wednesday, April 13th, 1:30 p.m. at the Franklin County Courthouse regarding Fair Budget Public Hearing and at the Benton County Annex following the 1:30 p.m. Public Hearing at Franklin County for discussions regarding Benton-Franklin PTBA proposed distribution of funds and then continued until Thursday, April 14th, Benton County Courthouse regarding personnel grievance hearing.

Joan E. Heintz
Clerk to the Board

R. E. Isaacson
Chairman of the Board

The Board of Benton County Commissioners met in a continued meeting on April 13, 1988, at the Franklin County Courthouse, Pasco, Washington, at 1:30 p.m., for the purpose of a public hearing to establish a Benton-Franklin Fair Fund Budget and Benton-Franklin Fairgrounds Fund Budget. Other than the news media, present were Benton County Commissioners Ray Isaacson, Ron Jones, and Bob Drake; Ken Miller and Harold Mathews, Franklin County Commissioners; Ted Martin, Fair Manager and Ken Ireland; Diane McLaughlin, Franklin County Clerk; and, Donna Hileman, Benton County Administrative Assistant.

Chairman Mathews opened the public hearing and comments were entertained by members of both Boards. There being no one from the public to speak either for or against the two proposed fund budgets, Chairman Mathews closed the public hearing. He further entertained a motion from the Board of Franklin County Commissioners to approve the Benton-Franklin County Fair Fund expenditure budget in the amount of $427,900.00 and the Benton-Franklin County Fairgrounds Fund expenditure budget in the amount of $281,665.00. Commissioner Miller so moved and upon vote the motion passed unanimously.

Benton County Chairman Ray Isaacson entertained a motion on behalf of Benton County to approve the aforementioned budgets. Commissioner Jones moved and Commissioner Drake seconded to adopt the Benton-Franklin County Fair Fund expenditure budget in the amount of $427,900.00 and the Benton-Franklin County Fairggrounds Fund expenditure budget in the amount of $281,665.00. The motion passed unanimously.

There being no further business, the Board of Benton County Commissioners adjourned to reconvene at the Benton County Annex at approximately 2:00 p.m. to discuss additional business.

At 2:00 p.m. the Board of Benton County Commissioners reconvened at the Benton County Annex. Other than the Board and Donna Hileman, Administrative Assistant, also present was Donna Somers, Director of Emergency Management.

The Board discussed Benton County position relative to the appropriation of Ben-Franklin Transit reserve funds. Following discussion by the Board, it was determined that the position of the Board was that #1 the Benton County Commissioners were oppo to the proposed distribution of the Transit reserve funds; #2 the Commissioners questioned the need for these reserve funds with respect to the Transit's long-range plans; #3 the basis for distribution appears to be inconsistent with the source of the tax money; and, #4 other areas such as the Finley/Hover area have requested service by the Transit. Capital equipment needs and areas should be serviced.

Commissioner Jones, as Benton County's representative on the Transit Board, will relay this position at the Transit meeting when this issue will be addressed.

Donna Somers, Director of Emergency Management, met with the Board to brief the Commissioners with regard to the possibility of receiving financial assistance in the way of grants in regard to a new location for Emergency Management as well as EDC. She stated that the City of Kennewick would also be interested in building a fire station that could house all three entities. The Board made it perfectly clear that Benton County would not have matching monies available in the pursuit of a grant. Ms. Somers will be calling a meeting of the Emergency Management Council in the near future to discuss this with the entire council.

There being no further business to come before the Board the Commissioners adjourned the meeting and continued the meeting to Thursday afternoon at 1:00 p.m. in the Conference Room of the Benton County Annex, for a grievance hearing for Rodger Johnson.

88-110 IN THE MATTER OF CO. BUDGETS RE: ESTABLISHMENT OF A B-F CO. FAIR BUDGET AND A B-F CO. FAIRGROUNDS BUDGET

Joan E. Heintz
Clerk to the Board

R. E. Isaacson
Chairman of the Board

On April 14, 1988 an executive meeting was held at 1:00 p.m. in the Conference Room of the Benton County Annex for the grievance hearing for Rodger Johnson Those present were Commissioners Ray Isaacson, Bob Drake and Ron Jones; Donna Hileman, Administrative Assistant to the Commissioners; Joan Heintz, Clerk to the Board, Anthony Menke, on behalf of the employor, Benton County Facilities, and William Sarver, the Teamster Union Official handling the grievance of Rodger Johnson; Rodger Johnson, Susan Tanska, Director of Facilities Department, Eugene Schneider, Director of the Building Department, and Jim Waters and Becky Kennedy of Facilities. The hearing this date concluded at 5:30 p.m. and the executive hearing was

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 18, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Chairman pro tem; Ken Miller, Member; and Diane McLaughlin, clerk of the Board. Mr. Harold Mathews was attending the APTA Western Conference in Monterey, California.

The Board reviewed and signed the following: Salary Clearing, Warrant Nos. 1835-1847, both inclusive - $5,302.01 and Current Expense, Warrant Nos. 22736-22879, both inclusive - $108,007.42. Mr. Miller signed an inner budget transfer from Code 700-46-00 (Non-Department Insurance) in the amount of $2,500 to Code 700-42-03 (Postage) in the amount of $2,500. A letter was prepared and signed by the Commissioners present in response to Benton County Auditors billing for the first six months on the Benton-Franklin Juvenile Center. The letter, dated April 22, 1988, advised that Franklin County is paying for the first quarter of 1988 and would pay the remainder as in the past--monthly.

10:00 a.m. The Board met with Bruce Gilkeson, County Engineer. Mr. Gilkeson presented County Road vouchers in the amount of $127,047.46 and MV & PWE Funds in the amount of $22,465.88. The Board reviewed and approved for payment these vouchers. Mr. Gilkeson presented a resolution for the transfer of $45,000 from the Motor Vehicle and Public Works Equipment fund to the Benton-Franklin Fair-ground Fund at an interest rate of 5.75% effective April 18 with repayment due by December 31, 1988. The Board approved this resolution; resolution was assigned number 88-40 (attached as Exhibit A). Mr. Gilkeson presented a Call for Bids for the Boards review and approved. The Call for bids would be for the "maintenance crack sealing of approximately 55.7 miles of Franklin County Roads". After review the Board approved and signed this Call for Bid (Exhibit B).

Mr. Gilkeson also presented the need for the purchase of a 386 based computer for the Engineering section and the purchase of an AST Premium 286 for the Accounting Section. The purchase of both computers is under what was budgeted for this expenditure in 1988. The Board approved as presented and signed the letter approval same (see Exhibit C).

Mr. Gilkeson also gave a copy of the advertisiment placed in the newspaper for the position Shop Superintendent (Exhibit D) to the Clerk of the Board for the Boards records.

The problem concerning the removal of the fence at Road 44 and parkground. The Board felt the Highway Department should write the person who was putting his animals in this area that the fence would be removed and he should remove his animals.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 18, 1988

The Board met with Bertha Aranda concerning the restraint on the renewal of her drivers license. The Board advised that she should take the matter up with Judge Felsted, as it was out of their jurisdication.

The Board met with Shirley Morrow, Franklin County Assessor. Mrs. Morrow was again requesting the replacement of her County car. The Board again advised her that there was no car available at this time nor funds to replace her car.

11:00 a.m. The Board met with Robert Boothe, County Planner. Mr. Boothe advised that the County needs to amend the Subdivision Ordinance. He would begin the preliminary work and proceed from there.

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 11489 - 22734	$413,662.32
COUNTY ROAD	-	Warrant Numbers 7015 - 7140	448,795.17
EQUIPMENT RENTAL	-	Warrant Numbers 4270 - 4384	113,786.25
LAW LIBRARY	-	Warrant Numbers 216 - 218	1,134.92
SOLDIERS/SAILORS	-	Warrant Numbers 251 - 254	1,402.66
SHERIFF'S NARCOT	-	None	
JAIL COMMISSARY	-	Warrant Numbers 182 - 185	1,086.01
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	None	
PUBLIC HOSPITAL	-	Warrant Numbers 1812 - 1860	4,342.56
CENTENNIAL LICENSE PLATES	-	None	
CEMENTERY #1	-	None	
CEMENTERY #2	-	None	

There being no further business the Franklin County Board of Commissioners meeting was adjourned until April 25, 1988. There will be no meeting Wednesday, April 20, 1988 due to lack of quorum.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

Attest:

K.D. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-40.

WHEREAS, the Benton - Franklin Fairground Fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the Motor Vehicle and Public Works Equipment Fund.

NOW THEREFORE, BE IT HEREBY RESOLVED that the County Treasurer hereby transfer $45000.00 from the Motor Vehicle and Public Works Equipment fund to the Benton - Franklin Fairground Fund at an interest rate of 5.75% effective April 18, with repayment due by December 31, 1988.

Signed this 18th day of April, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:
Deb McLaughlin

CALL FOR BIDS
MAINTENANCE CRACK SEALING
1988

NOTICE IS HEREBY GIVEN by the Board of County Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., Monday, May 9, 1988, at which time they will be publicly opened and read for the following:

Maintenance crack sealing of approximately 55.7 miles of Franklin County Roads

Specifications and additional information pertaining to the proposed project may be obtained from the Franklin County Engineer, 3540 North Avenue "C", Pasco, Washington 99301. NO DEPOSIT REQUIRED.

Bidders shall submit bids in a sealed envelope marked "Maintenance Crack Sealing" addressed to: Board of County Commissioners, Franklin County Courthouse, Pasco, Washington 99301. Bids shall be submitted on the bid form attached to the specifications.

The Board of County Commissioners reserve the right to reject any or all bids.

Signed this 18th day of April, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

(absent)
Harold N. Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

April 18, 1988
BG-88-47

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
County Engineer

Re: Computer Purchases

The CRAB office has informed us that we can purchase a 386 based computer for the Engineering section. The purchase would be through the State Computer Service Center. The make of the computer would be an ALR Flex Cache 20386. The price would be $5200.

We would also like to purchase a computer for the Accounting section. It would be an AST Premium 286 similar to the last ones we purchased. The price would be $2500.

The purchase of the two computer is under what we had budgeted for 1988. I therefore recommend the purchase of the two computers.

RECOMMEND: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

BAG/ler

FRANKLIN COUNTY HIGHWAY DEPARTMENT

POSITION OPENING

Shop Superintendent

Franklin County seeks an experienced shop superintendent to manage and direct a fleet operation including repair, maintenance acquisition, and rental programs for equipment. Must have a working knowledge of management principles, and the repair and maintenance of equipment. Requires a minimum of three years of supervisory experience and journeyman level equipment repair experience on gasoline and diesel powered equipment. Physical exam required as part of the interview process.

Salary: $23,400 to $26,400 per year DOQ, plus employee benefit package.

Closing Date: April 29, 1988

Send resume or County Application form to: Franklin County Engineer, Franklin County Highway Department, 3540 North Avenue "C", Pasco, WA 99301.

FRANKLIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board. Mr. Miller was out of town.

10:00 a.m. Mr. Mathews convened the hearing for the bid opening on the purchase of a new tractor with mower and sweeper attachments. Present at the hearing: Mr. Mathews, Mr. Whitemarsh, Mrs. McLaughlin, and Mr. Gilkeson, Franklin County Engineer. In attendance were also Mr. Jim Powers, Adams Tractor; Blaine C. Hulse, Rowand Machinery; and Rick Harrelson, Sahlberg Equipment Inc. Bids received: (1) Sahlberg Equipment - $39,659.62; (2) Carroll Adams Tractor - $38,322.90; (3) Grimme Tractor submitted two bids - (a) $36,537.13 Ford with Edwards mower and (b) $37,608.60 Ford with Bromford; (4) Rowand Machinery - $37,083.20. Mr. Gilkeson will review all bids received and present his recommendation to the Board May 9. With that, Mr. Mathews advised the contract would be awarded May 9, 1988 at 10:00 a.m. in the Commissioners' office and closed the hearing.

Mr. Gilkeson presented an agreement for the chemical spraying along roadsides. After reviewing the agreement the Board approved and signed the Agreement with Hille Spray Service. Copy of this agreement is attached as Exhibit A. Mr. Gilkeson also advised the Highway Department would be beginning their summer projects soon and would like to begin the summer hours. This would be the same program as last year. The office would be opened to the public probably 7:00 a.m. to 5:30 p.m. The Board concurred with the beginning of the 4-10 work week. Mr. Gilkeson advised this should begin in approximately 10 days.

A request was received from the Seattle Outboard Association for the use of Scooteney Reservoir. A letter would be sent advising them to contact the Bureau of Reclamation who is responsible for this reservoir.

11:00 a.m. The Board met with Robert Boothe, County Planner. Mr. Boothe advised the Board that a public hearing with the Commissioners had been set for May 9, 1988 at 11:00 a.m. concerning the short plat application by Mr. LePage. Mr. Boothe also presented the Board with the FEE schedule as of December 1, 1987. Copy is attached as Exhibit B.

The Board approved the following warrants for payment: Current Expense, Warrant Nos. 22881-22993, both inclusive, $117,752.71; TRT Fund (Swat), Warrant No. 5, $243.31; Soldiers and Sailors, Warrant Nos. 255-257, $641.79; Sheriff's Narcotic, Warrant Nos. 63-65, both inclusive $154.43; Centennial License Plates,

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 25, 1988

Warrant Nos. 16-18, both inclusive, $28.12; Law Library, Warrant Nos. 219-224, both inclusive, $7,464.33; Benton-Franklin Fairgrounds, Warrant Nos. 1-20, both inclusive, $4,760.08. Warrants for Soldiers & Sailors are both inclusive.

The Board approved the withdrawal of $2,378.52 from the Franklin County Unemployment Trust Fund for warrants being issued on the account. Copy of this letter is attached as Exhibit C.

There being no further business before the Franklin County Board of Commissioners the meeting was adjourned until April 27, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

absent
Member

Attest:
Diane McLaughlin
Clerk of the Board

EXHIBIT A

AGREEMENT
MAINTENANCE CHEMICAL SPRAY - ROADSIDE APPLICATION

THIS AGREEMENT, made and entered into this 21st day of APRIL, 1988, between Franklin County, hereinafter referred to as the "County" and HILLE SPRAY SERVICE, hereinafter called the "Contractor".

WITNESSETH, this in consideration of the terms and conditions contained in this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, labor, equipment, and all materials not provided herein by the County for the maintenance chemical spray roadside application on the attached list of County roads. All work shall be done and in accordance with the manufacturer specifications, which by this reference is made part of this agreement.

2. The Contractor shall be responsible for providing all traffic control at the work site, including but not limited to: flag cars, signs, and cones in accordance with the latest addition to the Manual on Uniform Traffic Control Devices.

3. The Contractor shall provide a daily log of all roads sprayed, along with weather condition, wind speed direction, temperature, amount of chemical applied, and time of day. When wind speed exceeds 9 mph in dryland farming areas and 7 mph in irrigated farmland, chemical spray will not be applied. The Contractor is to obtain any and all permits that may be needed to spray chemicals. The Contractor is to perform all spray operations in accordance with State and Federal regulations pertaining to chemical application for the type of chemical utilized.

4. The County will be responsible for providing all inspection of the Contractor's work.

5. The County will provide all chemical product (Weedmaster) materials needed for this contract. All materials will be stockpiled at the County Maintenance Shop at Pasco. If in the event there is additional chemical (Weedmaster) material needed, the Contractor shall give two days notice to the County so that the County can have additional materials delivered without delaying the Contractor or the project. All unmixed chemical (Weedmaster) material shall be returned to the County Maintenance Shop at Pasco.

6. The Contractor will be compensated for all labor, tools, and equipment required to do the work described in this agreement. Measurement and payment will be by the hour

travel time one way from Contractor's place of residence on Largent Road. Chemical spray will be applied from the shoulder of the road to the right-of-way line as shown on attached listing. The chemical (Weedmaster) will be applied at a rate of 1 gallon per acre by mixing with water and applied using 40 gallons of water per acre. The unit price for the chemical spray applied shall be $ 52.00 per hour travel one way. Any incidental work required to complete the chemical spray as specified shall be included in the unit price per hour.

7. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

The Contractor agrees to maintain and pay for general liability insurance coverage at all times during the term of this contract; insuring both the Contractor and the County; such insurance to afford protection to a limit of not less than $500,000 each occurrence. The County will be provided a copy of the insurance policy.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of the said County of Franklin, the day and year first above written.

Executed by the Contractor:

HILLE SPRAY SERVICE

April 21, 1988
Date

Alan C Hille
Contractor

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N Mathews
Harold N. Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:
Clerk of the Board

FRANKLIN COUNTY PLANNING DEPARTMENT

FEE SCHEDULE
AS OF DECEMBER 1, 1987

1.	Zone Changes	$75.00
2.	Comprehensive Plan Changes	$75.00
3.	Conditional Use Permits	$75.00
4.	Variances	$75.00
5.	Subdivisions/Planned Unit Developments	$75.00* *minimum, plus $5.00 per lot to a maximum of $500.00
6.	Short Plats	$50.00
7.	Large Tract Developments	No Charge
8.	Shoreline Management Permits	$75.00* *plus all legal advertising and mailing costs
9.	State Environmental Policy Act (SEPA)	$75.00* *if a checklist is required and there are no public hearings

EXHIBIT B

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

April 25, 1988

Mrs. Valoria Loveland
Franklin County Treasurer
Pasco, WA 99301

Dear Mrs. Loveland:

Please consider this your authorization to withdraw the following amounts from the respective savings and loan account to cover warrants being issued on this account.

Franklin County Unemployment Trust Fund - $2,378.52

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attachment

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for April 28, 1988

the Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; and Diane McLaughlin. Mr. Miller was out of town.

The Board approved the following warrants for payment: County Road, 7141-7187, both inclusive, $30,790.67; Equipment & Rental, 4385-4403, both inclusive, $4,883.40; and a request for a voucher for the County Road in the amount of $500.00.

The Board reviewed a notice from the Washington State Liquor Control Board for a liquor permit application by Michael Gordon Raine, La Tienda De Mexico, 20 Radar Hill Road, Othello, Washington. After reviewing all information received concerning this permit the Board returned the notice & advised the State Liquor Control Board they did not approve the issuance of this license.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe requested a year's extension for Douglas Nuttall's short plat, number 001-85. Mr. Nuttall has been having difficulty obtaining the signature from the mortgage company and requested the extension. Mr. Whitemarsh moved to approve the request for a year extension. Mr. Mathews seconded. The Board unanimously granted the extension of time. Mr. Boothe advised that the Planning Commission had received the letter from the Alternate High School withdrawing their application. Mr. Boothe reviewed the letter from Mr. Lee Anderson with the Board concerning his road improvement. The Board felt more information is required before any decision could be made. The matter would be sent to the Highway Department for further investigation.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until May 2, 1988.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce M. Whitemarsh
Member

(absent)
Member

Attest:

M D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 2, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Tom Fife from the County Highway Department. Mr. Gilkeson, Franklin County Engineer was out of town. Mr. Fife presented vouchers from the County Road Fund in the amount of $94,827.73 and MV & Public Works in the amount of $10,917.52 for the Board's approval. After reviewing, the Board approved and signed. The Engineering Office will proceed with the necessary paperwork to have the following property declared surplus:

"That portion of the easement, situated in Franklin County, State of Washington, which was acquired by the United States on November 18, 1957 by that certain instrument recorded under County Auditor's File No. 189084, Volume 96 of Deeds, at Page 216, more particularly described as follows:

The north thirty-five (35) feet of the east two hundred thirty-three (233) feet of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Thirteen (13), Township Ten (10) North, Range Twenty-eight (28) East, Willamette Meridan.

Also, the north seventy-five (75) feet of Government Lot One (1) and the north seventy-five (75) feet of the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of said Section 13; EXCEPTING therefrom that portion thereof lying in the east two hundred thirty-three (233) feet of said $NE\frac{1}{4}NW\frac{1}{4}$; also, excepting therefrom that portion thereof lying west of the centerline of the north south county road, sometimes known as Road 68.----"

Federal money has been approved and the state will be proceeding on the right of ways on Court Street.

The Board prepared a news release for the opened position on the Board of Equalization. Applications will be accepted until May 10, 1988. Also, notices requesting if they wish to be considered for re-appointment will be sent to those members of the Advisory Board on Open Spaces whose appointments have ended.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 2, 1988

Mr. Mathews signed letters for the investment of residual cash funds:

Effective	Time	Amount
4/01/88	3 days	$ 500,000
4/01/88	10 days	400,000
4/08/88	42 days	300,000
4/08/88	4 days	500,000
4/12/88	8 days	200,000
4/15/88	3 days	500,000
4/15/88	35 days	200,000
4/21/88	60 days	200,000
4/22/88	3 days	500,000
4/27/88	5 days	1,000,000
4/29/88	10 days	800,000
4/29/88	5 days	1,000,000
4/29/88	4 days	1,000,000

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 22880-23147, Both Inclusive	- $249,149.04
COUNTY ROAD	- Warrant Numbers 7141-7188, Both Inclusive	- 31,290.67
EQUIPMENT RENTAL	- Warrant Numbers 4385-440, Both Inclusive	- 4,883.40
LAW LIBRARY	- Warrant Numbers 219-224, Both Inclusive	- 7,464.33
SOLDIERS/SAILORS	- Warrant Numbers 255-257, Both Inclusive	- 641.79
SHERIFF'S NARCOT	- Warrant Numbers 63-65, Both Inclusive	- 154.43
JAIL COMMISSARY	- None	
ALCOHOLISM 2%	- None	
MENTAL HEALTH	- None	
PUBLIC HOSPITAL	- None	
CENTENNIAL LICENSE PLATES	- Warrant Numbers 16-18, Both Inclusive	- 428.12
CEMETERY #1	- Warrant Numbers 125-127, Both Inclusive	- 87.22
CEMETERY #2	- Warrant Numbers 187-188, Both Inclusive	- 24.22
TRT(SWAT)	- Warrant Number 5	- 243.31

There being no further business the Franklin County Board of Commissioners meeting was adjourned until May 9, 1988. There will be no meeting Wednesday, May 4, 1988 due to lack of quorum.

BOARD OF FRANKLIN COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Member

Bruce A. Whitehouse
Member

Attest:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 9, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board.

10:00 a.m. Mr. Mathews called the hearing to order for the opening of sealed bids for maintenance - crack sealing. All three commissioners were present. Also present were: Bruce Gilkeson, Franklin County Engineer; Merle George, Franklin County Highway Department; Jack Lynch, Ray Poland & Sons; Randy Waters, Transtate Paving; Dan Brim, Brim Tractor Co.; Mr. Powers, Adams Tractor. The following bids were received: Transtate Asphalt Co. - $40,382.50; Ray Poland & Sons - $23,494.90; Ashwood Construction Co. - $34,024.20. The Franklin County Engineer will review all bids received and make their recommendation to the Board, Wednesday, May 11, 1988 at 10:00 a.m. Mr. Mathews closed the hearing at 10:03 a.m.

10:05 a.m. Mr. Mathews opened the hearing for the awarding of the tractor/sweeper/mower contract. After reviewing all bids submitted, the following bids were not acceptable as they did not meet bid specification: Brim Tractor both bids and Rowand Machinery Co. Mr. Gilkeson recommended the bid be awarded to Adams Tractor, they met all specifications and were the fourth lowest bidder. Mr. Whitemarsh moved that the contract bid awarded to Adams Tractor as recommended by Mr. Gilkeson. Mr. Mathews seconded. Mr. Miller was opposed due to the fact that there was such a wide spread in the pricing, particularly the companies who were disqualified. The contract was awarded to Adams Tractor. See Exhibit A.

Mr. Gilkeson presented a request for a public hearing for the adoption of an ordinance providing maximum speed limits on Franklin County Roads. Presently these laws are spread through numerous ordinances with contradictions in some. It is felt that a single ordinance is needed to clarify the County's speed ordinance. The Board signed the "Notice of Public Hearing" (attached as Exhibit B). Mr. Gilkeson also presented for the Boards approval and signature a "Call for Bid" (Exhibit C) for the purchase of two 1/2-ton 1988 Pickup Trucks. Bids will be received until 10:00 a.m. May 25, 1988. The Board reviewed and signed the "Call for Bids".

Mr. Gilkeson requested approval to purchase the house from the Pasco School Board for $2,000. The house would be used to replace the current

residence house in Chinawana Park. The District has increased their price from the inception of this transaction; however, the Board felt that it was still a good price at $2,000. Mr. Gilkeson would proceed with the purchase of the dwelling.

11:02 a.m. Mr. Mathews opened the hearing on the short plat application submitted by Mr. Bruce LePage. All three commissioners were present for the meeting. Also present were Robert Boothe, Franklin County Planner and Bruce LePage. Mr. LePage requested approval to subdivide two farm units into 3 parcels as follows: "Farm Unit 69, Block 1, and Farm Unit 65, Block 1, EXCEPT the East 202.6 feet of the North 215 feet, according tot he plat thereof recorded in Volume "B" of plats page 69, records of Franklin County, WA. The Planning Commission approved the application with the following conditions: (1) The surveyor check with the County Engineer on the closure of the plat boundaries; (2) Show 30 feet for Easy Street as Dedicated County Road Right of Way and exclude it out of the lots; (3) Approach permits are required for any new approaches onto county roads; and (4) The easement requested by Big Bend Electric is to be shown on the final plat. After reviewing information submitted, Mr. Miller made the motion to approve the short plat with the recommendations of the Planning Commissioner. Mr. Whitemarsh seconded. The Board unanimously approved the short plat request, with the recommendations of the Planning Commission, from Mr. Bruce LePage. (See Exhibit D.)

Mr. Boothe held general discussions with the Board concerning changing the ordinance for publication with SEPA requirements and a complaint received concerning a new boat launch that appears to have been built without the necessary permits.

The Board met with Don Morton. Mr. Morton briefed the Board on the meetings held Thursday and Friday, May 5 and 6 respectively, as the Commissioners were unable to attend. The meeting concerned the State Job Training act and steps needed to bring the current service district area into conformance.

The Board reviewed vouchers for the Juvenile Department: Unemployment Account - Warrant Number 1 - $1,253.35 and Current Expense - Warrant Numbers 1-58 - $14,601.90.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 9, 1988

The Board approved the following vouchers for payment: County Road Unemployment Trust - Warrant No. 12 - $2,982.19; Benton-Fairgrounds - Warrant No. 21-23 - $3,469.58; Detention Jail Commissary - Warrant No. 168-192 - $2,097.18; Soldiers & Sailors - Warrant Number 258 - $150; Franklin County Unemployment Fund - Warrant Number 14 - $2,378.52; Centennial License Plates - Warrant Number 19 - $312.54; Sheriff's Narcotic Trust #175 - Warrant Number 66 - $48.89; Law Library - Warrant Number 225 - $270.00; Current Expense - Warrant Number 23148-23329 - $70,846.40.

The Board met with Terri Yonts, District Court Administrator. Mrs. Yonts requested approval to change the hours they are opened to the public. Currently, they are opened to the public from 8:30 a.m. to 5:00 p.m. with one hour closure for lunch. They would like to change that to 9:00 to 4:00 also with a one hour closure for lunch. This request is being made in order for them to complete the necessary paperwork that has increased considerably. The Board agreed with her suggestion and also to the use of "flex" time to get the work done in a timely manner. General discussion was held on available for space for her department. Presently they are crowded and need more room. Mrs. Yonts would obtain an estimate on enlarging her area and get back to the Board.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until May 11, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

May 9, 1988
BG-88-53

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

SUBJECT: Award of Bid - Tractor Mower Sweeper

We have reviewed the five proposals received from the four companies bidding for the purchase of a tractor mower sweeper.

The Ford 6610 with a Terrain King mower and a sweepster broom, bid by Adams Tractor of Walla Walla, Washington, meets the specifications (see attached review) and is the fourth lowest bid (see attached bid tabulation results). We feel that this machine provides the best value to the County.

I therefore recommend the Award of Bid to Adams Tractor for $38,322.90.

RECOMMENDED: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: Board of County Commissioners
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

BID TABULATION SHEET

NAME: Side-Mounted Hydraulic Flail Mower and Front Mounted Broom

BID OPENING DATE: April 25, 1988

ITEM	SAHLBERG SPOKANE, WA	ROWAND MACHINERY Pasco, WA	ADAMS TRACTOR Walla Walla, WA	BRIM TRACTOR Lynden, WA	
				MACHINE #1	MACHINE #2
Unit Complete as Specified	$ 36,790.00	$ 34,400.00	$ 35,550.00	$ 33,988.03	$ 35,984.74
Sales Tax (7.8%)	$ 2,869.62	$ 2,683.20	$ 2,772.90	$ 2,549.10	$ 2,623.86
Net Total Bid	$ 39,659.62	$ 37,083.20	$ 38,322.90	$ 36,537.13	$ 37,608.60

EXHIBIT A

FRANKLIN COUNTY
NOTICE OF PUBLIC HEARING

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing to consider the adoption of an ordinance providing maximum speed limits on Franklin County Roads.

NOTICE IS FURTHER GIVEN that a summary of the proposed ordinance will be published in the official newspaper of Franklin County (Franklin County Graphic) on May 12, 1988.

NOW, THEREFORE, LET ALL CONCERNED TAKE NOTICE that said hearing on the above referenced ordinance and the matter of its approval will be held in the Commissioners Chambers, Room 201, in the Franklin County Courthouse, 1016 North 4th Street, Pasco, Washington, on June 1, 1988, at the hour of 10:00 a.m., and all concerned may appear and present any support for or objections to the proposed ordinance. Copies of the full text of the ordinance are available in the Franklin County Commissioners Office, 1016 North 4th Street, Pasco, Washington, or by calling (509)545-3535, and will be mailed upon request without charge. Three copies of the proposed ordinance are on file with the County Auditor and one copy is on file with the clerk of each city in Franklin County.

Dated at Pasco, Washington, on the 9th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Clerk of the Board

Publish: Tri-City Herald

FRANKLIN COUNTY
NOTICE OF PUBLIC HEARING

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing for the adoption of an ordinance providing maximum speed limits on Franklin County Roads. The ordinance is summarized below:

ORDINANCE NUMBER: 3-88

AN ORDINANCE PROVIDING MAXIMUM SPEED LIMITS ON FRANKLIN COUNTY ROADS; PROVIDING PENALTIES FOR VIOLATIONS; AND PRESCRIBING AND AFFECTING A PROPER DATE.

WHEREAS, RCW 46.61.415 allows local authorities in their respective jurisdictions to determine on the basis of an engineering and traffic investigation that the maximum speed permitted under RCW 46.61.400 or RCW 46.61.440 is greater than or less than is reasonable or safe for conditions found to exist upon a road or part of a road; and

WHEREAS, traffic engineering and investigation by the Franklin County Road Engineer has led to the determination by the Board of County Commissioners of Franklin County that the maximum speed limits on certain county roads be changed; and

WHEREAS, it is the duty of the County Road Engineer to erect and maintain traffic control signs and that requires a specific list of the maximum speed limits to make effective the provisions of this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Franklin County, Washington, as follows:

SECTION 1 DEFINITIONS (Summary)
This section defines certain words as the same meaning as under Chapter 46.04 of the RCW.

SECTION 2 MAXIMUM SPEED LIMITS (Summary)
This section lists maximum speed limits for county roads by milepost. All roads not listed specifically in the ordinance shall be 50 mph as per RCW 46.61.400.

SECTION 3 VIOLATION/PENALTIES (Summary)
This section states that violation of this ordinance is a misdemeanor with fines not to exceed $250.00.

SECTION 4 SAVINGS CLAUSE (Summary)
This section saves the remaining portions of this ordinance should portions of this ordinance be found unlawful.

SECTION 5 NOTICE (Summary)
This section states that this ordinance becomes effective when executed and appropriate signs are placed.

NOTICE IS FURTHER GIVEN that said proposed ordinance will be considered by the Board of County Commissioners of Franklin County, Washington, at a public hearing on June 1, 1988, at the hour of 10:00 a.m., in the Commissioners Chambers, Room 201, of the Franklin County Courthouse, 1016 North 4th Street, Pasco, Washington, and all concerned may appear and present any support for or objections to the application.

NOTICE IS FURTHER GIVEN that said proposal has been reviewed under the requirements of the State Environmental Policy Act, as amended, along with the Environmental Checklist and other information. A determination has been made as to the environmental impacts of the proposal and a Declaration of Non-Significance has been issued. Accordingly, an Environmental Impact Statement is not required. This determination was made on April 18, 1988.

Copies of the full text of the ordinance are available in the Franklin County Commissioners Office, 1016 North 4th, Pasco, Washington, or by calling (509)545-3535 and will be mailed upon request without charge. Three copies of the proposed ordinance are on file with the County Auditor and one copy is on file with the clerk at each city in Franklin County.

Dated at Pasco, Washington, on the 9th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

Clerk of the Board

Publish:
Franklin County Graphic

CALL FOR BIDS
FRANKLIN COUNTY
TWO 1/2 TON 1988 PICKUP TRUCKS

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., Wednesday, May 25, 1988, at which time they will be opened and read for the purchase of the following:

Two (2) New 1988 1/2 Ton Pickup Trucks

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 9th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

DD McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-41

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P.002-88 **APPLICANT:** Bruce LePage

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of Bruce LePage and has recommended **APPROVAL/DENIAL** of the preliminary short plat (subject to the following conditions) (~~for the following reasons~~):

1) The surveyor check with the County Engineer on the closure of the plat boundaries.

2) Show 30' for Easy St. as Dedicated County Road R/W & exclude it out of the lots.

3. Approach permits are required for any new approaches onto county roads.

4. The easement requested by Big Bend Elect. is to be shown on the final plat., and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 9th **DAY OF** May, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce W. Titterness
Member

Attest:

D.M. Laughlin
Clerk of the Board

K. Miller
Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

NOTICE OF PUBLIC HEARING

THIS IS TO GIVE NOTICE that there has been proposed to the Board of County Commissioners, Franklin County, Washington, an application by:

Bruce A. LePage, 60 Terrace Drive, Pasco, WA 99301
(Name) (Address)

for preliminary approval to subdivide(short plat) 2 farm units into 3 parcels

located on the following described property:

LEGAL DESCRIPTION: Farm Unit 69, Block 1, and Farm Unit 65, Block 1, EXCEPT the East 202.6 feet of the North 215 feet, according to the plat thereof recorded in Volume "B" of plats page 69, records of Franklin County, WA. (Portion of Section 31, Township 10 North, R29 EWM.)

OR MORE COMMONLY REFERRED TO AS: That property containing 120 acres located on the west side of Easy Street and ½ mile, more or less, north of Dent Road in Franklin County, WA.

NOW, THEREFORE, LET ALL CONCERNED TAKE NOTICE that there shall be a public hearing upon such short plat and the matter of its approval in the Commissioners Chambers, Room 201 of the Courthouse located at 1016 North 4th, Pasco, Washington at the hour of 11:00 ☒a.m./☐p.m., on the 9th day of May, 19 88, for the purpose of providing all interested persons with the opportunity to appear and state their arguments for or against the approval of such short plat, all as provided by Chapter 36.32.120 of the Revised Code of Washington.

DATED THIS 21st **DAY OF** April, **19** 88.

ATTEST:

Dan McLaughlin

Clerk of the Board

PUBLISH: April 28, 1988
Tri-City Herald
Franklin County Graphic

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 11, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was absent.

The Board approved the following vouchers for payment: Equipment Rental - Warrant No. 4433-4447 - $4,637.91 and County Road - Warrant No. 7260-7259 - $36,939.18.

The Board drafted and signed a letter to the Pasco and Connell Chambers of Commerce seeking nominations for the vacancies on the Private Industrial Council Board. See Exhibit A. The Board drafted and signed Resolution No. 88-42, Exhibit B, appointing Ken Benson, Fred Theroff, and Ed Skelton to the Franklin County Horticulture Pest and Disease Board. Letters will be sent to the appointees.

9:30 a.m. The Board met with Marilyn Wiggins, Emergency Services Director. General discussion was held concerning events tentatively planned for the remainder of 1988.

10:05 a.m. Mr. Mathews convened the meeting for the awarding of the maintenance - crack sealing contract. Present for the meeting were Mr. Mathews, Mr. Miller, Mr. Gilkeson, and Mrs. McLaughlin. No public in attendance. Mr. Gilkeson, Franklin County Engineer, after reviewing all bids submitted, recommended the awarding of the bid to Ray Poland an Sons Construction, Inc. Ray Poland and Sons Construction, Inc. had submitted the lowest bid - $23,494.90. Mr. Miller made a motion to approve the awarding of the bid to Ray Poland and Sons, Inc. based on the Engineer's recommendation. Mr. Mathews seconded. The Board cast a unanimous ballot
in favor of awarding the contract to Ray Poland and Sons Construction, Inc. (Exhibit C). Mr. Mathews closed the meeting.

A general discussion was held on the cash flow for the Highway Department for the remainder of the year.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised that we have been granted the $476.25 for the Hazardous Waste Zoning. He would

wait until the contract is received before beginning on this project. Mr. Boothe advised that he has received drawings and figures on the boat ramp Mr. Clifford had constructed without prior approval. The Franklin County Shoreline Permit exempts construction under $2,000; therefore, he is exempted from obtaining necessary permits from Franklin County.

The Board signed a revised Interlocal Agreement between Benton and Franklin Counties and Kiona-Benton City School District No. 52. A copy will be attached as Exhibit D when a fully executed.

1:30 p.m. The Board met with Nancy Caldwell, Human Services Director. Mrs. Caldwell presented three contract amendments for the Boards approval and signature. Contract 87-SA-CAC(2) between Benton and Franklin Counties and Benton-Franklin Community Action Committee was increased by $13,856 (money received from Federal ADATAR funding) and increased the Outpatient hours for drug and alcohol services in the Statement of Work. Contract 87-DDD-GW(2) between Benton and Franklin Counties and Goodwill Industries changed the Statement of Work by adding five DVR/DDD/County Supported Employment Project clients and follow-along services to the Individual Employment outcomes. Contract No. 87-DR-MCMHC(2) between Benton-Franklin Counties and Mid-Columbia Mental Health increased the amount of the contract by adding $6,930 (Federal ADATAR funds) and increasing the Outpatient hours in the Statement of Work. The Board approved and signed all three amendments. Original contracts are kept in the Human Services Department. Mrs. Caldwell also presented for signature letters rescinding two county-designated Mental Health Professionals appointments for Jim Martin and Judy McCorkindale. She also presented a letter for signature appointing Jean C. Saunders as a County-Designated Mental Health Professional. The Board approved and signed the letters. Copies of the letters will be attached as Exhibit E after they are fully executed.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 11, 1988

2:07 p.m. Mr. Mathews convened the meeting for the awarding of the Fairgrounds lawn care contract. Present were: Mr. Mathews, Mr. Miller, Mr.Martin, and Mrs. McLaughlin. Mr. Martin, Fairgrounds Manager, recommended the awarding of the contract to Paul Smith and Larry Thurman (Larry's Gardening) as they were the lowest bidder and had a large selection of lawn care equipment. Mr. Miller moved that the Board accept the recommendation of Mr. Martin and award the contract to Paul Smith and Larry Thurman. Mr. Mathews seconded. The Board cast a unanimous ballot in favor of awarding the contract to Paul Smith and Larry Thurman (Larry's Gardening (Exhibit F). Mr. Mathews closed the meeting.

The Board reviewed the April 1988 Monthly Report for the Franklin County building Department (Exhibit G).

Mr. Mathews received a call from Tom Brandon, Pasco Public school District. Mr. Brandon advised that the school board had decided to put the dwelling Franklin County was negotiating for out to bid and, consequently, we would have to bid for the dwelling if we were still interested in it.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until May 16, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold V. Mathews
Chairman

Bruce D. Whitemash
Member

Jim Miller
Member

Attest:
Dee McLaughlin
Clerk of the Board

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North Fourth
Pasco, Washington - Phone: 545-3535

May 11, 1988

PASCO AND CONNELL CHAMBERS OF COMMERCE

Franklin County Commissioners are seeking applicants for the Private Industry Council (P.I.C.) of Benton, Franklin and Walla Walla Counties. The Job Training Partnership Act (J.T.P.A.) law states that we must use a general purpose business organization (organization which admits to membership any for-profit business operating within the service delivery area). This qualifies the chambers to be a clearing house for any applicants (they do not have to be members of the chambers) who are in the private sector. The applicants must be in a managerial position (hiring and firing).

The Private Industrial Council has a very important duty to perform for our counties. There is a need of retraining workers out of work as well as training the hard core unemployed, handicapped, and many other problems that our communities face.

We fell that our whole county should become involved in this program because it is your tax dollars that are being used for these programs. It is very important that all the money is distributed as equal as possible and that every community shares in these programs.

After appointment, board members serve a three-year term. While the board members do not receive compensation, they do receive mileage and other travel expenses.

Franklin County presently has two openings on the present P.I.C. Board. We must have at least two names for each position.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

cc: Rick D. Percy, Deputy Assistant Commissioner
State of Washington Employment Security Department
Olympia, WA 98504

Ray E. Isaacson, Chairman
Benton County Commissioner

Harmon F. Johnson, Chairman
Walla Walla County Commissioner

Don Angotti, Chairman
Private Industry Council

RESOLUTION NO. 88-42

IN THE MATTER OF APPOINTMENTS TO THE FRANKLIN COUNTY HORTICULTURE PEST AND DISEASE BOARD,

WHEREAS, the Franklin County Horticulture Pest and Disease Board is experiencing vacancies and term expirations, and

WHEREAS, there is a need to select a candidate for said Board and the following names have been submitted to serve for a two-year term:

Ken Benson	10731 Russell Road Mesa, Washington 99343
Fred Theroff	830 Drummond Road Connell, Washington 99343
Ed Skelton	1053 Cottonwood Drive Pasco, Washington 99301

WHEREAS, Ken Benson and Fred Theroff will be reappointed to another two-year term and Ed Skelton will be appointed to replace Dave Sturgeon, to serve a two-year term, expiring on March 31, 1990.

NOW, THEREFORE, BE IT RESOLVED THAT Ken Benson, Fred Theroff, Ed Skelton be appointed to fill said vacancies for a two-year term, to expire on March 31, 1990.

DATED at Pasco, Washington, this 11th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Mathews
Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

May 11, 1988
BG-88-55

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: Maintenance Crack Sealing 1988

We recommend that the Maintenance Crack Sealing 1988 contract be awarded to Ray Poland & Sons Construction, Inc., of Kennewick, Washington.

Their bid of $23,494.90 was the lowest bid received and was 16% lower than the Engineer's estimate.

RECOMMENDED: _____
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

_____
Harold N. Mathews, Chairman

_____
Bruce D. Whitemarsh, Member

_____
Ken Miller, Member

TABULATION OF BID

PROJECT NAME Maintenance Crack Sealing 1988

C.R.P.

BID OPENING DATE: May 9, 1988

ITEM NO	QUANTITY	ITEM	Ray Poland & Sons PO Box 6772 Kennewick, WA 99336		Ashwood Construction, Inc. 29772 Heater Rd Sherwood, OR 97140		Transtate Asphalt Co. PO Box 2738 Tri-Cities, WA 99302		Engineer's Estimate							
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	53.1	Crack Sealing														
		Two-Lane Roads	403.0	21,399.30	582.0	30,904.20	725.0	38,497.50								
2	2.6	Crack Sealing														
		Four-Lane Roads	806.0	2,095.60	1200.0	3,120.00	725.0	1,885.00								

Exhibit D Pages 362 - 364

Kiona-Benton CitySchoolDistrict
No. 42 & Franklin/Benton Counties

BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES

2624 WEST KENNEWICK AVENUE / KENNEWICK, WASHINGTON 99336 - 3123 / TELEPHONE (509) 783-5282 / SCAN 526-2001

NANCY CALDWELL
Director

May 9, 1988

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

Franklin County Commissioners
1016 North Fourth
Pasco, Washington 99301

Dear Boards of Commissioners:

In the matter of rescinding the appointment of James Martin, M.S., as a County-Designated Mental Health Professional effective May 6, 1988.

Mr. Martin no longer functions in the capacity of a County-Designated Mental Health Professional since he is no longer on the staff of Mid-Columbia Mental Health Center. Therefore, I recommend to the Boards of Commissioners that formal designation be rescinded.

Your signatures below confirm this action, and a list of current County-Designated Mental Professionals is attached for your reference.

Sincerely,

Nancy Caldwell
Director

BENTON COUNTY COMMISSIONERS

R.E. Isaacson 5/16/88
Chairman Date

Robert J. Duke 5-16
Member Date

Ron Lorn 5-16
Member Date

FRANKLIN COUNTY COMMISSIONERS

Franklin Mathews 5/11/88
Chairman Date

Ken Mill 5-11-88
Member Date

Member Date

BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES

2624 WEST KENNEWICK AVENUE / KENNEWICK, WASHINGTON 99336 - 3123 / TELEPHONE (509) 783-5282 / SCAN 526-2001

NANCY CALDWELL
Director

May 9, 1988

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

Franklin County Commissioners
1016 North Fourth
Pasco, Washington 99301

Dear Boards of Commissioners:

In the matter of rescinding the appointment of Judy McCorkindale, M.A., as a County-Designated Mental Health Professional effective May 6, 1988.

Ms. McCorkindale no longer functions in the capacity of a County-Designated Mental Health Professional since she is no longer on the staff of Mid-Columbia Mental Health Center. Therefore, I recommend to the Boards of Commissioners that formal designation be rescinded.

Your signatures below confirm this action, and a list of current County-Designated Mental Professionals is attached for your reference.

Sincerely,

Nancy
Nancy Caldwell
Director

BENTON COUNTY COMMISSIONERS

Chairman — Date 5/16/88

Member — Date 5-16

Member — Date 5-16

FRANKLIN COUNTY COMMISSIONERS

Chairman — Date 5/11/88

Member — Date 5-11-88

Member — Date

BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES

2624 WEST KENNEWICK AVENUE / KENNEWICK, WASHINGTON 99336 - 3123 / TELEPHONE (509) 783-5282 / SCAN 526-2001

NANCY CALDWELL
Director

May 9, 1988

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

Franklin County Commissioners
1016 North Fourth
Pasco, Washington 99301

Dear Boards of Commissioners:

In the matter of appointing County-Designated Mental Health Professionals, the following staff member of Mid-Columbia Mental Health Center meets the WAC requirements for Mental Health Professional status:

Jean C. Saunders, M.S.

Therefore, I recommend to the Boards of Commissioners that this individual be appointed to the position of County-Designated Mental Health Professional. This appointment shall be limited to the period during which the designee is assigned to perform the function of County Designated Mental Health Professional and is employed at Mid-Columbia Mental Health Center.

Per your request that this action be done in a formal letter with your signature, we are asking you to confirm your appointment by signing below.

Sincerely,

Nancy Caldwell
Director

BENTON COUNTY COMMISSIONERS

A.E. Lemaster 5/16/88
Chairman Date

Robert P. Duke
Member Date

Ron [illegible] 5-16
Member Date

FRANKLIN COUNTY COMMISSIONERS

Harold Mathews 5/11/88
Chairman Date

Ken Mills 5-11-88
Member Date

Member Date

COUNTY-DESIGNATED MENTAL HEALTH PROFESSIONALS

NAME	DATE APPOINTED BY COMMISSIONERS
Eric Harting, M.S.	February 22, 1984
Michael Henry, M.A.	April 30, 1984
James R. Jones, M.S.	May 1, 1985
Elwood R. Koenig, M.S.W.	October 16, 1985
Herbert H. Bowers, M.Div.	January 15, 1986
Rick Cantrell	June 30, 1986
Steve H. Johansen, M.S.	October 1, 1986
Illa D. Martucci, C.R.N.	February 18, 1987
Kathleen M. King, M.S.W.	June 3, 1987
Joyce R. Ninnemann	October 7, 1987
Jean C. Saunders	May 16, 1988

Revised May 9, 1988

CONTRACT

THIS AGREEMENT, made and entered this 11th day of May, 1988 by and between Benton and Franklin Counties, Washington, hereinafter called the "Counties", through its Fairgrounds Department and Paul Smith and Larry Thurman of Pasco and Benton City hereinafter called "Contractor",

WITNESSETH:

In consideration of the payments, provisions and agreements set forth in this Agreement and the Contract Documents, the parties hereto agree as follows:

1. The Contract Documents consist of the Request for Proposals and Contractor's Proposal, copies of which are attached hereto as Appendices A and B respectively, and are by this reference incorporated in this Agreement. This Agreement and the Contract Documents, including all the provisions thereof, constitute an entire and integrated agreement between the parties.

2. The Contractor shall provide Lawn Maintenance Services as more fully defined in the attached specifications for the Benton-Franklin Fairgrounds, Benton County, Washington, for a five and one half months period from May 1, 1988 to October 15, 1988.

3. The Counties shall pay the Contractor as full and complete compensation for all labor, equipment, supplies and materials furnished and all work performed pursuant to this Agreement in equal monthly payments upon the submission of properly certified invoices approved by the Contracting Officer in accordance with this Agreement and the Contract Documents, the sum of $17,050.00 which sum constitutes full and complete payment by the Counties.

4. The Contractor agrees to protect, indemnify, defend, and save harmless the Counites from any expenses, claim or suit arising from any defect or negligence of the Contractor in the performance of Contractor's duties pursuant to this Contract and Agreement.

IN WITNESS WHEREOF the Contractor has executed this Agreement, and the Board of Benton and Franklin County Commissioners has executed this Agreement in behalf of the Counties, on the day and year first above written:

BENTON COUNTY, WASHINGTON

By: _____
Chairman

By: _____

By: _____
6/1/88

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

Attest: _____
Clerk of the Board

FRANKLIN COUNTY, WASHINGTON

By: _____
Chairman

By: _____

By: _____

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

Attest: _____
Clerk of the Board

CONTRACTOR

By: _____
Owner
Title

Approved: _____

By: _____
Director, Benton-Franklin Fairgrounds

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

APRIL, 1988 Monthly Report
Franklin County Building Department

TYPE OF STRUCTURE	ITEM #	THIS MONTH			SAME MONTH LAST YEAR			LAST MONTH			TOTAL YEAR TO DATE		
		Bldgs.	Units	Cost of Construction	Bldgs.	Units	Cost of Construction	Bldgs.	Units	Cost of Construction	Bldgs.	Units	Cost of Construction
Single Family, Row, Town	001				4	4	398,000	1	1	109,500	3	3	243,520
Duplex	002												
Three Family or More	003												
Hotels, Motels, Cabins	006												
Mobile Homes	300	4	4	9,000	13	13	229,075	6	8	68,900	24	24	308,400
Amusement & Recreation Bldgs.	008												
Churches, Religious	009							1	1	50,000	1	1	50,000
Industrial Buildings	010	3	3	44,700							4	4	324,700
Residential Garages, Carports	012	3	3	17,400	6	6	26,600	1	1	8,000	6	6	38,120
Service Stations, Garages	013												
Hospitals, Institutional Bldgs.	014												
Office, Bank, Professional	015												
Public Works & Utility Bldgs.	016												
Schools, Educational Bldgs.	017												
Stores & Mercantile Bldgs.	018												
Other Non-Residential Bldgs.	019	1	1	5,800				4	4	65,016	9	9	130,216
Structures Other Than Bldgs.	020				4	4	36,800						
Residential Alterations, Repairs	021	1	1	1,500	3	3	18,400	4	4	67,898	9	9	94,794
All Other Alterations, Repairs	022												
Demolitions & Moveouts	240												
Conversions	250												
Signs	S												
Miscellaneous		5	5		8	8	15,400	6	6	41,866	18	18	75,648
Weatherization		13	13		2	2	4,000				13	13	24,311
TOTAL		30	30		40	40	728,275	25	25	411,180	87	87	1,289,709

EXHIBIT G

April, 1988

PERMIT #	DATE	ADDRESS *(new)	LEGAL and/or QUARTER SECTION	NAME	VALUE	COST
Mobile Homes						
02404	4/1	3805 Roberta Road, Pasco	Beneficial Subd. Block 2, Lot 13 (NE 2-9-29)	Glen Farnsworth	2,000	84.00
02408	4/4	11561 R-170, Mesa (Basin City)	Block 19, FU 68 (NE 6-12-29)	Dudley Clark (Labor Housing)	2,600	79.00
02413	4/19	7361 R-170, Mesa (Basin City)	Block 19, FU 17 (NW 26-13-29)	Alfredo Ramires (#D-4)	2,400	54.00
02414	4/19	13780 Glade N. Road, Eltopia	Block 16, FU 45 (NE 1-11-29)	Oscar Garza (Labor Housing)	2,000	79.00
					$9,000	**$296.00**
Commercial & Industrial						
02420	4/21	20 Radar Hill Road, Othello	Ptn. Block 11, FU 12 (NE 4-114-29)	Joe Hall Construction	Renewal	3.50
02422	4/25	6601 R-170, Mesa (Basin City)	Short Plat #82-11, Lot 1 (NE 26-13-29)	Superior Seeds (Grain Bin)	2,700	54.00
02434	4/27	1030 Glade N. Road, Pasco	Government Lot 7 (SE 1-9-29)	Universal Frozen Foods	42,000	381.00
					$44,700	**$438.50**
Residential Addition & Remodel						
02421	4/22	2026 Road 52, Pasco	Ptn. SE 22-9-29	H. Hammerberg	1,500	39.00
					$1,500	**$39.00**
Shops, Sheds & Barns						
02407	4/4	9416 W. Argent, Pasco (Lot 2)	Short Plat #78-16, Lot 1(NW 20-9-29)	Don Erickson	5,800	84.00
					$5,800	**$84.00**
Carports & Garages						
02406	4/2	3915 Janet Road, Pasco	Short Plat #77-9, Lot 1 (NE 2-9-29)	Bob May	4,300	67.00
02410	4/11	921 Clark Road, Pasco	Short Plat #76-11, Lot 2 (NE 2-9-29)	Kermit King	2,100	48.00
02430	4/26	1405 Road 77, Pasco	River Homes, Blk. 2, Lot 6 (NW 28-9-29)	Mike Easterday (Carport & Pool)	11,000	149.00
					$17,400	**$264.00**

EXHIBIT G

PERMIT #	DATE	ADDRESS *(new)	LEGAL and/or QUARTER SECTION	NAME	VALUE	COST
Miscellaneous						
02412	4/14	3420 Wernett, Pasco	Newton 2nd Add., Lot 15 (SW 24-9-29)	David Russell (Pool)	2,000	24.00
02409	4/8	10304 Willow Way, Pasco	Wilson's Add., Lot 5 (SE 18-9-29)	Bruce Slonecker (Deck)	1,600	41.00
02416	4/19	Sacajawea State Park, Pasco	Ptn. 3-8-30	Parks Dept. (2 Gas Tanks)	10,000	120.00
02429	4/26	7340 R-170, Mesa (Basin City)	Basin City Plat #1, Lots 1&2 (SW 23-13-29)	Villa's Mini-Mart (Fence)	1,800	192.00
02431	4/26	1308 Road 48, Pasco	Short Plat #80-3, Lot 2 (NW 26-9-29)	Gary Olson (Pool)	4,000	24.00
					$19,400	**$401.00**
Weatherization						
02411	4/12	816 Road 44, Pasco	NW 26-9-29	Tim Nickerson	2,630	48.00
02415	4/21	1929 Riverview Drive, Pasco	SE 19-9-30	Paul Coffman	1,791	43.00
02417	4/21	1911 Road 34, Pasco	SW 24-9-29	John Harrington	1,719	43.00
02418	4/21	205 Road 36, Pasco	SW 25-9-29	Mike Durant	2,860	54.00
02419	4/21	10800 W. Court Street, Pasco	SW 18-9-29	William Frueling	1,100	31.00
02423	4/25	3820 W. Marie Street, Pasco	NE 26-9-29	Dan Bowman	655	21.00
02424	4/25	3704 Road 96, Pasco	SW 17-9-29	Virginia Kinchloe	1,161	31.00
02425	4/25	2705 Road 76, Pasco	NW 21-9-29	Bert Krueger	2,288	48.00
02426	4/25	3308 Sylvester Street, Pasco	SW 25-9-29	Oscar Valero	2,174	48.00
02427	4/25	2614 Road 64, Pasco	NW 22-9-29	Bob Swisher	3,756	58.00
02428	4/25	4216 Pearl Street, Pasco	SE 23-9-29	Bruce Whitemarsh	1,391	35.00
02432	4/26	354 Timmons Road, Othello	NW 30-14-29	Mike Davidson	1,339	35.00
02433	4/26	6121 Richardson Road, Pasco	NW 22-9-29	Mark Richardson	1,447	37.00
					$24,311	**$532.00**

30 TOTAL PERMITS FOR APRIL, 1988	**$122,111**	**$2,054.50**
87 TOTAL PERMITS ACCUMULATED THROUGH APRIL, 1988	**$1,289,709**	**$11,032.00**
40 TOTAL PERMITS FOR APRIL, 1987	**$728,275**	**$4,785.50**
116 TOTAL PERMITS ACCUMULATED THROUGH APRIL, 1987	**$2,308,375**	**$16,514.50**

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 16, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented vouchers for the Board's approval and signature: County Road - $87,714.53 and MV & Public Works Equipment fund - $7,170.45. Mr. Gilkeson also presented for the Board's review and approval the need for a new "sign" truck. Replacing the current truck would be more economical than having the truck repaired. The Board unanimously passed the approval and signed the "Call for Bid" (Exhibit A). A short discussion was held on personnel: the interviewing for a highway supervisor. A general discussion was held concerning Melvin Road complaints. At this time, there are no funds to improve this road and the residents were not acceptable to forming a RID.

11:00 a.m. The Board met briefly with Robert Boothe, Franklin County Planner. Mr. Boothe advised he had attended the meeting on CIP Funding; however, it was a review of the policies that we now follow. Mr. Boothe has a zoning violation he has been working on since March 31, 1988. He has not received any response from the offender and would take the necessary steps to send this matter to the Prosecutor's office. A brief discussion was held on the use of a "reader" or "scanner" for the computers. This would eliminate the need to retype large documents into a computer system. The machine would automatically read a page and then store it in the computer. Mr. Boothe will obtain the price for having this done outside the County and compare it with the cost of purchasing one.

The Board met with Sheriff Lathim. A brief discussion was held on the patrolling of the Snake River and parks and the finances needed. The Corp has provided $6,900 for this function.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 16, 1988

The Board met briefly with Marilyn Wiggins, Emergency Management Director. A brief discussion was held concerning the interlocal agreement between Benton County and Franklin County on language changes needed in the agreement.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 23148-23475, Both Inclusive	-	$207,243.43
COUNTY ROAD	- Warrant Numbers 7189-7306, Both Inclusive	-	47,408.09
EQUIPMENT RENTAL	- Warrant Numbers 4404-4447, Both Inclusive	-	12,629.02
LAW LIBRARY	- Warrant Number 225	-	270.00
SOLDIERS/SAILORS	- Warrant Numbers 258-261, Both Inclusive	-	450.00
SHERIFF's NARCOT	- Warrant Number 66	-	48.89
JAIL COMMISSARY	- Warrant Numbers 186-194, Both Inclusive	-	2,097.18
ALCOHOLISM 2%	- None		
MENTAL HEALTH	- None		
PUBLIC HOSPITAL	- None		
CENTENNIAL LICENSE PLATES	- Warrant Number 19	-	312.54
CEMETERY #2	- None		

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Monday, May 18, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest:
Clerk of the Board

CALL FOR BIDS
FRANKLIN COUNTY
CAB AND CHASSIS WITH UTILITY SERVICE BODY

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., Wednesday, June 1, 1988, at which time they will be opened and read for the purchase of the following:

CAB AND CHASSIS WITH UTILITY SERVICE BODY

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 16th day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

D M McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 18, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:30 a.m. The Board met with Nancy Caldwell, Director of Human Services. Mrs. Caldwell presented a joint resolution for the Transfer of $10,102.65 from the Mental Health/Mental Retardation Pooling Fund #108-101 and depositing $3,914.50 to the Mental Health Pooling Fund #123-101, and $6,188.15 to the Developmental Disabilities Fund #122-101. Mr. Miller made a motion to pass the Joint Resolution as requested by Mrs. Caldwell; Mr. Whitemarsh seconded. The Board cast a unanimous ballot in favor of the resolution; Resolution No. 88-43 Transferring of Funds from the Mental Health/Mental Retardation Pooling Fund to Mental Health Pooling Fund and Developmental Disabilities Fund (Exhibit A.)

9:45 a.m. The Board met with Norman Maleng, Prosecutor for King County. Mr. Maleng is running for the office of Governor, State of Washington. He wanted to introduce himself to the Board and let them know how he stands on several issues.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson was concerned about several surplus property and who was responsible for them. The Board felt that since we had several surplus properties all the departments involved should work together to auction all the properties at one time. The commissioners will take steps on this measure. Mr. Gilkeson also brought up the matter concerning the residence for Chiawana Park. Since the School District will be putting it up for public auction, what steps will be taken to find a replacement or should he bid. This project will be put on hold until after the Commissioners have talked to the School District. Mr. Gilkeson advised that he was meeting with the Sheriff on May 19, 1988 concerning the agreement for the Water Follies. The Board expressed that it would like to see one contract issued for the Engineering/Highway Department and the Sheriff's Department.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 18, 1988

The Board met with Henry Kidwell who stopped in to express his concern on the Pasco's low public housing plans. Mr. Kidwell also asked about being considered for the Board of Equalization. The Board advised him to send in his resume and they would be glad to consider him for this board.

11:08 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised that Mr. Ed Ray would be revising his application for the short plat #001-88. He would now be dividing the parcel into four lots rather than two. Mr. Miller moved that the application be approved with the recommendation presented by Mr. Boothe. Mr. Whitemarsh seconded. The Board cast a unanimous ballot in approving the application. Resolution 88-44 (Exhibit B).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Monday, May 23, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-135

FRANKLIN COUNTY RESOLUTION NO. 88-43

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF $10,102.65 FROM THE MENTAL HEALTH/ MENTAL RETARDATION POOLING FUND #108-101 AND DEPOSITING $3,914.50 TO THE MENTAL HEALTH POOLING FUND, #123-101, AND $6,188.15 TO THE DEVELOPMENTAL DISABILITIES FUND, #122-101

WHEREAS, Nancy Caldwell, Director of Human Services, has requested a transfer of funds from the Mental Health/Mental Retardation Pooling Fund in an amount equalling $10,102.65, with $3,914.50 of this amount to be deposited to the Mental Health Pooling Fund, and the remaining $6,188.15 to be deposited to the Developmental Disabilities Fund, and

WHEREAS, the Boards of Benton and Franklin County Commissioners have approved of said transfer by issue of voucher for the purpose of accommodating administrative costs in Mental Health and Developmental Disabilities, and reimbursing for program expenditure costs in Developmental Disabilities for the period period of January 1, 1988 through March 31, 1988 (1st Quarter), and, further, approved of the allocation of these funds by code in the Mental Health Pooling Fund and the Developmental Disabilities Pooling Fund budgets, NOW, THEREFORE,

BE IT RESOLVED that the Benton County Treasurer is hereby requested to transfer by issue of voucher $10,102.65 from the Benton County Mental Health/Mental Retardation Pooling Fund, Fund No. 108-101 as follows: $3,914.50 to the Benton County Mental Health Fund No. 123-101 and $6,188.15 to the Benton County Developmental Disabilities Fund No. 122-101.

DATED this 16th day of May, 1988, in Prosser, Washington.

R E Isaacson
Chairman

Attest: Joan Hinton
Clerk of the Board

Robert J. Craig
Member

Ron Jones
Member

DATED this 18th day of May, 1988, in Pasco, Washington.

Harold V. Mathews
Chairman

Attest: Dorothy McLaughlin
Clerk of the Board

Bruce M. Whitemarsh
Member

Ken Mills
Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NUMBER 88-44

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION - REVISED SHORT PLAT

PRELIMINARY SHORT PLAT # S.P. 001-88; APPLICANT: ED RAY

WHEREAS, the Planning Department of Franklin County has reviewed the revised preliminary short plat application of ED RAY and has recommended APPROVAL of the revised preliminary short plat subject to the following conditions:

SEE ATTACHED

WHEREAS, the Board finds that proper review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environment Assessment Worksheet is not required and the approval of the short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the APPROVAL of the above mentioned preliminary short plat.

DATED THIS 18th DAY OF May, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce D Whitehouse
Member

ATTEST:

D D McLaughlin
Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY

REVISED SHORT PLAT - CONDITIONS OF APPROVAL - FILE # S.P. 001-88 - ED RAY

1. Irrigation easements to all lots within the revised short plat must be shown on the final short plat, and the location be coordinated with the SCBID.

2. Utility easements be shown on the revised short plat as requested by Big Bend Electric.

3. Access requirements onto North Road 68 is to be coordinated with the County Highway Department.

4. Option # 1. Since there are 3 lots being served by a private assess easement, the short plat ordinance requires that the easement be a dedicated road right-of-way and constructed to county road standards for public roads. The applicant may wish to combine lots 2 & 3 or 3 & 4 into one lot and therby be released from the public road requirement.

   Option # 2. A note be placed on the final short plat which states that prior to the issuance of any building permits for Lots 2 or 3, the 60 feet reserved for future road right-of-way shown on the short plat, must be dedicated to Franklin County and constructed to county road standards.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 23, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Vouchers Audited and Certified by the auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Benton-Franklin County Fair, Warrant Nos. 1-6, $38,933.54; Benton-Franklin Fairgrounds, Warrant Nos. 24-53, $8,219.83; Centennial License Plate, Warrant No. 20, $136.30; Alcoholism 2%, Warrant No. 8, $214.13; Benton-Franklin Mental Health, Warrant No. 11, $7,206.19; TRT Fund, Warrant No. 6, $237.16; Law Library, Warrant No. 226, $3,100; Sheriff's Narcotic #175, Warrant Nos. 67-70, $1,626.15; Current Expense, Warrant Nos. 23476-23640, $90,682.60.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. General discussion was held on the residence for Chiawana Park. Mr. Raoch, as a member of the Park Advisory Board, had discussed this with the Commissioners earlier and would be attending the Pasco School district meeting March 23, 1988 to see if the District would sell the residence to Franklin County for $2,000. Mr. Whitemarsh would attend the meeting as Franklin County's representative. No further action would be taken until after this meeting. Mr. Gilkeson advised that the two small pickups would be in this week. One pickup would be assigned to the Assistant County Engineer; the other would either be assigned to the Fire Marshall or the Building Inspector. Due to the fact it is a small truck and the different needs of both departments, the Commissioners felt they needed to visually inspect the truck before making a decision on assignment. Mr. Gilkeson will bring the truck over when received so a decision could be made. General discussion was held on the problem with Mr. Thornton's area; Klamath-Ashe area; Greenacres-Riverview Road; boat launch.

2:00 p.m. The Board met with Dennis DeFelice, Prosecuting Attorney; Bud Ellis, Deputy Prosecuting Attorney; and Frank Moulton, Building Superintendent. A discussion

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 23, 1988

was held on the budgeting for replacing the rug in the Child Support portion of the Prosecutor's office and for installation of electrical items since the rearrangement of office space. It was decided one-half of the cost of the rug (no more than $500) and $1,000 expected electrical work would come from the County Maintenance Budget.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Wednesday, May 25, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 25, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Commissioner Whitemarsh was attending a Good Roads meeting in Ellensburg, Washington.

The Board approved vouchers for payment for the MV & Public Works Fund in the amount of $1,567.11. They also signed for payment County Road Fund, Warrant Numbers 7307-7359, both inclusive, $436,403.52 and Equipment Rental/Misc Budget, Warrant No. 4489-4506, both inclusive $5,078.49.

10:04 a.m. "Bid Opening for Two 1/2-Ton Pickup Trucks" - Mr. Mathews opened the meeting. Present for the meeting were Mr. Mathews and Mr. Miller. Bids were received from Sallee Chevrolet, Milton-Freewater, Oregon - $11,756.94/truck, $23,513.88 total bid; McCurley Chevrolet, Pasco, WA - $11,648.28/truck, $23,296.48 total bid. After reviewing both bids, Mr. Gilkeson will present his findings on June 1, 1988 at 10:00 a.m. The hearing was adjourned.

Mr. Gilkeson advised that he was considering rescinding the bid for the utility truck. There are some problems with the location of the gas tank on the truck. He will review the bid specifications again and advised the proper parties if the bid is rescinded. Mr. Gilkeson presented two contracts for spot spraying of noxious weeds along the highways. Both contracts were to Hille Spray Service (Exhibit A and B). Mr. Miller moved that they accept the contracts as presented by the Engineer; Mr. Mathews seconded. A unanimous vote approving both contracts as presented was passedby the Commissioners present. Mr. Gilkeson advised the Board that a public hearing would not be needed for the work to be done on Court Street - Road 60 to Road 68, as the previous hearing was still applicable. The Board concurred with this and signed a memorandum presented by Mr. Gilkeson (Exhibit C). Mr. Gilkeson advised he has held interviews for a Shop Superintendent and has narrowed it down to three individuals. Physicals will be arranged before a final decision is made. Mr. Gilkeson advised that he had brought the

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 25, 1988

small pickup for the Board's visually inspection. After inspection, the Board felt more information would be needed before assigning the second pickup truck.

The Board met with Mrs. Eveland from Connell. She stopped by to thank the board for their previous help in her attempt to obtain a $20,000 matching grant on the feasibility of an agriculture processing plant located in Connell. She asked about the possibility of obtaining help if Connell decided to develop their own Comprehensive Development Plan. The Board felt this would be considered and would present no problems; it was pointed out that they would be billed for his time if he is used for this.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised the Board that a public hearing before the Commissioners had been set for amending the Franklin County SEPA Review Ordinance #13-84 regarding the "Public Notice" requirements for a "Determination of Significance (DS)", or "Determination of Non-Significance (DNS)" (Exhibit D). Mr. Boothe advised that he has received the document back from having it scanned, placement onto floppy disc for using in his computer. It required a two-day turnaournd with a future cost of $30/hour. He will still check on the use of a scanner in the County and the cost of purchasing one before proceeding further.

2:00 p.m. The Board met with a representative from the Attorney's General's office and various personnel from Benton-Franklin Governmental Conference to discuss the audits and who was responsible for the disallowed costs.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 25, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Tuesday, May 31, 1988, as Monday, May 30, 1988 was Memorial Day Holiday.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold L. Mathews
Chairman

Bruce A. Whitemash
Member

Ken Mills
Member

Attest:
D. McLaughlin
Clerk of the Board

AGREEMENT

MAINTENANCE CHEMICAL SPRAY - ROADSIDE APPLICATION

THIS AGREEMENT, made and entered into this 24th day of MAY, 1988, between Franklin County, hereinafter referred to as the "County" and HILLE SPRAY SERVICE, hereinafter called "Contractor".

WITNESSETH, this in consideration of the terms and conditions contained in this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, labor, equipment, and all materials not provided herein by the County for the maintenance chemical spray roadside application on the attached list of County roads (see attachment A). All work shall be done and in accordance with the manufacturer specifications, which by this reference is made part of this agreement.

2. The Contractor shall be responsible for providing all traffic control at the work site, including but not limited to flag cars, signs, and cones, in accordance with the latest addition to the Manual on Uniform Traffic Control Devices.

3. The Contractor shall provide a daily log of all roads sprayed along with weather condition, wind speed direction, temperature, amount of chemical applied, and time of day. The Contractor is to obtain any and all permits that may be needed to spray chemicals. The Contractor is to perform all spray operations in accordance with State and Federal regulations pertaining to chemical application for the type of chemical utilized.

4. The County will be responsible for providing all inspection of the Contractor's work.

5. The County will provide all chemical products as recommended by the Franklin County Noxious Weed Board (see attached) needed for this contract. All materials will be stockpiled at the County Maintenance Shop at Pasco. If in event there is additional chemical material needed, the Contractor shall give two days notice to the County so that the County can have additional materials delivered without delaying the Contractor or the project. All unmixed chemical material shall be returned to the County Maintenance Shop at Pasco.

6. The Contractor will be compensated for all labor, tools, and equipment required to do the work described in this agreement. Measurement and payment will be by the lane mile of chemical spray material placed on the roadside from edge

of pavement or shoulder of gravel within the stated right-of-ways as shown on attached lists. The unit price for the chemical spray applied shall be $ 16.50 per lane mile. Any incidental work required to complete the chemical spray as specified shall be included in the unit price per lane mile.

7. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

The Contractor agrees to maintain and pay for general liability insurance coverage at all times during the term of this contract insuring both the Contractor and the County, such insurance to afford protection to a limit of not less than $500,000 each occurrence. The County will be provided a copy of the insurance policy.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of the said County of Franklin, the day and year first above written.

Executed by the Contractor MAY 24th, 1988.

Contractor

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews, Chairman

Ken Miller, Member

Bruce Whitemarsh, Member

ATTEST:

Clerk of the Board

AGREEMENT

MAINTENANCE CHEMICAL SPRAY - ROADSIDE APPLICATION

THIS AGREEMENT, made and entered into this 24th day of MAY, 1988, between Franklin County, hereinafter referred to as the "County" and HILLE SPRAY SERVICE, hereinafter called "Contractor".

WITNESSETH, this in consideration of the terms and conditions contained in this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, labor, equipment, and all materials not provided herein by the County for the maintenance chemical spray roadside application on the attached list of County roads (see attachment A). All work shall be done and in accordance with the manufacturer specifications, which by this reference is made part of this agreement.

2. The Contractor shall be responsible for providing all traffic control at the work site, including but not limited to flag cars, signs, and cones, in accordance with the latest addition to the Manual on Uniform Traffic Control Devices.

3. The Contractor shall provide a daily log of all roads sprayed along with weather condition, wind speed direction, temperature, amount of chemical applied, and time of day. When wind speed exceeds 9 mph in dryland farming areas and 7 mph in irrigated farmland, chemical spray will not be applied. The Contractor is to obtain any and all permits that may be needed to spray chemicals. The Contractor is to perform all spray operations in accordance with State and Federal regulations pertaining to chemical application for the type of chemical utilized.

4. The County will be responsible for providing all inspection of the Contractor's work.

5. The County will provide all chemical products as recommended by the Franklin County Noxious Weed Board (see attached) needed for this contract. All materials will be stockpiled at the County Maintenance Shop at Pasco. If in event there is additional chemical material needed, the Contractor shall give two days notice to the County so that the County can have additional materials delivered without delaying the Contractor or the project. All unmixed chemical material shall be returned to the County Maintenance Shop at Pasco.

6. The Contractor will be compensated for all labor, tools, and equipment required to do the work described in this agreement. Measurement and payment will be by the hour travel time one way from the Contractor's place of residence on Largent Road. Chemical spray will be applied from shoulder of road to the right-of-way line as shown on the attached listing. The unit price for the chemical spray applied shall be $ 52.00 per hour travel one way. Any incidental work required to complete the chemical spray as specified shall be included in the unit price per hour.

7. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

The Contractor agrees to maintain and pay for general liability insurance coverage at all times during the term of this contract insuring both the Contractor and the County, such insurance to afford protection to a limit of not less than $500,000 each occurrence. The County will be provided a copy of the insurance policy.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of the said County of Franklin, the day and year first above written.

Executed by the Contractor MAY 24th, , 1988.

Contractor

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews, Chairman

Ken Miller, Member

Bruce Whitemarsh, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

May 24, 1988
TF-88-44

TO: Franklin County Board of Commissioners

FROM: Tim Fife, P.E.
Assistant County Engineer

SUBJECT: Court Street - Road 60 to Road 68
CRP 455

Public are not required for the above referenced project for the following reasons:

1. Court Street and intersection are being reconstructed on the same alignment.

2. Most R/W purchased under Court Street Phase II project. Corridor and Design hearing held at that time.

3. Reconstruction would not change the function of Court Street or any connecting streets.

4. Project is determined Non-Significant in accordance with SEPA guidelines.

5. Minor amounts of R/W acquisition necessary.

Your approval is hereby requested.

APPROVED: _____
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County

_____
Harold Mathews, Chairman

_____
Bruce D. Whitemarsh, Member

_____
Ken Miller, Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

FRANKLIN COUNTY
NOTICE OF PUBLIC HEARING

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing to consider amending the Franklin County SEPA Review Ordinance #13-84 regarding the "Public Notice" requirements for a "Determination of Significance (DS)", or "Determination of Non-Significance (DNS)". The proposed ordinance is set forth in the text below: (See Attached).

NOW, THEREFORE, LET ALL CONCERNED TAKE NOTICE that there shall be a public hearing upon such amendment and the matter of its approval in the Commissioners Chambers, Room 201 in the Franklin County Courthouse, 1016 North 4th Avenue, Pasco, Washington, at the hour of 11:00 a.m. on the 13th day of June, 1988, for the purpose of providing all interested persons with the opportunity to appear and state their arguments for or against the approval of such amendment, all as provided by Chapter 36.32.120 of the Revised Code of Washington.

DATED AT PASCO, WASHINGTON ON THIS 25th **DAY OF** May, **19** 88.

Attest:

Clerk of the Board

PUBLISH: June 2, 1988
(Franklin County Graphic)

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SEPA REVIEW ORDINANCE NUMBER 13-84 - AN ORDINANCE ADOPTED PURSUANT TO THE STATE ENVIRONMENTAL POLICY ACT, AS AMENDED, RCW 43.21C.120 AND SEPA RULES, WAC 197-11-904, AND CONTAINING FRANKLIN COUNTY IN SEPA PROCEDURES AND POLICIES.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

SECTION 1

The Franklin County SEPA Review Ordinance Number 13-84, with an effective date of September 19, 1984, is amended to read as follows:

SECTION 2

Chapter 5.2(1) - COMMENTING - Public Notice - is amended to read as follows:

Section 5.2 - Public Notice

(1) Whenever Franklin County issues a DNS under WAC 197-11-340(2) or a DS under WAC 197-11-360(3) the county shall give public notice as follows:

(a) If public notice is required for a nonexempt license, the notice shall state whether a DS or DNS has been issued and when comments are due.

(b) If no public notice is required for the permit or approval, the county shall give notice of the DNS or DS by:

(i) ~~Posting the property, for site specific proposals;~~ Notifying the news media;

(ii) ~~Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located;~~ Publishing the notice in the newsletter published by the Benton-Franklin Governmental Conference;

EXHIBIT D

Ordinance #_____
Page 2

(iii) Posting the notice in the Franklin County Courthouse;

(iv)~~(iii)~~ Department of Ecology, SEPA Register.

(c) Whenever the county issues a DS under WAC 197-11-360(3), the county shall state the scoping procedure for the proposal in the DS as required in WAC 197-11-408 and in the public notice.

This ordinance amending SEPA Review Ordinance Number 13-84 shall be in force and take effect from and after the date of passage and adopted.

PASSED THIS _____ DAY OF _____, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

_____
Member

_____
Member

Attest:

_____
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

FRANKLIN COUNTY
NOTICE OF PUBLIC HEARING

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing to consider amending the Franklin County SEPA Review Ordinance #13-84 regarding the "Public Notice" requirements for a "Determination of Significance (DS)", or "Determination of Non-Significance (DNS)".

NOTICE IS FURTHER GIVEN that the above referenced amendment will be published in the official newspaper of Franklin County (the Franklin County Graphic) on Thursday, June 2, , 1988.

NOW, THEREFORE, LET ALL CONCERNED TAKE NOTICE that there shall be a public hearing upon such amendment and the matter of its approval in the Commissioners Chambers, Room 201, in the Franklin County Courthouse, 1016 North 4th Avenue, Pasco, Washington, at the hour of 11:00 a.m. on the 13th day of June, 1988, for the purpose of providing all interested persons with the opportunity to appear and state their arguments for or against the approval of such amendment, all as provided by Chapter 36.32.120 of the Revised Code of Washington.

DATED AT PASCO, WASHINGTON ON THIS 25th **DAY OF** May, **19**88.

Attest:

Dan McLaughlin
Clerk of the Board

PUBLISH: June 2, 1988
(Tri-City Herald)

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for May 31, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board approved the following vouchers for payment: Current Expense, Warrant Numbers 23641-23803, both inclusive, $105,644.38; Salary Clearing, Warrant Numbers 1904-1937, both inclusive, $12,115.31.

The Board unanimously approved and signed Joint Resolution 88-46, Appointment to the Mid-Columbia Regional Library Board of Trustees (Exhibit A), appointing Glenna M. Anderson, Route 4, Box 4777, Prosser, Washington 99350, to fill the unexpired term of retiring Frank Bischel. Her term will expire December 31, 1992.

8:30 a.m. The Board met with Ted Martin, Fairgrounds Director, and Bud Ellis, Deputy Prosecuting Attorney. Mr. Martin presented the need for him to have the authority to sign concession and exhibitor contracts. Contracts are not being processed in a timely manner with the present system--both Benton and Franklin County Boards must approve and sign. This is causing delays in obtaining the concessionaires and exhibitors for the fair. Mr. Miller moved that a joint resolution be passed allowing Mr. Martin to sign concession and exhibitors contracts as presented. Mr. Whitemarsh seconded. The Board unanimously adopted Joint Resolution 88-47 allowing the Fairgrounds Director to sign concessionaires and exhibitors as per attached copies of the contracts (Exhibit B). The signed resolution will be sent to Benton County for their approval and adoption.

The Board reviewed the applicants for the Board of Equalization. The Board unanimously appointed Mr. John Scott, 508 Road 38, Pasco, WA; Mr. Marvin Shollenberger, 1354 Newport Drive, Mesa, Washington; Mr. Henry M. Kidwell, 910 S. 10th, Pasco, Washington; Resolution No. 48, Board of Equalization Appointments (Exhibit C). Letters would be sent to the appointees advising them of their appointments for a three year term expiring June 14, 1991. A letter would be sent to Mr. Richmond advising him that he was

not re-appointed to the Board. Mr. Mathews and Mr. Whitemarsh signed this letter; Mr. Miller abstained.

Open Space Advisory Committee - Mr. Arnold Hudlow had advised that he did not wish to be reappointed to the Board. The Board reviewed the applicants interested in serving on this Board. The Board unanimously passed Resolution No. 88-49 (Exhibit D), Appointment to the Open Space Advisory Committee, the appointment of Dana L. Herron. His term would expire May 31, 1991.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the need for the purchase and installation of a caretaker's dwelling at Chiawana. The money, $17,000 with an interest rate of 5.75% and five annual installments, could be obtained through an interfund loan from the Motor Vehicle Fund to the Park Fund. Mr. Miller made the motion to adopt the resolution; Mr. Whitemarsh seconded. The Board unanimously passed Resolution No. 88-45, Interfund loan from the Motor Vehicle Fund to the Park fund to replace the Park Caretaker's Dwelling (Exhibit E). The current resident will be used by Fire District No. 3 for training, with the County crew doing the cleanup. Mr. Gilkeson advised that McCurley had submitted their bid on 1989 trucks in lieu of the 1988 as specified. The Board asked if he had discussed this with McCurley. He had not but would do so before submitting his recommendations. Mr. Gilkeson advised that he was cancelling the "Call for Bid" for a Utility Truck (Sign Truck)--problems with the position of the gas tank. He will send this out for bid after the specifications have been revised.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe presented the final paperwork for Short Plat File number SP 001-88 for Mr. Ed Ray for the Chairman's signature (Exhibit F). Mr. Mathews signed. Mr. Boothe presented the hazardous waste zoning grant number TAX 88037 to the Chairman for signature. Mr. Mathews signed the contract as presented by Mr. Boothe. The contract will be sent to the State of Washington Department of Ecology for their execution. Upon return of the

completed contract, a copy may be obtained from the Franklin county Planner's office.

As chairman, Mr. Mathews signed an amendment to contract number 8803-LC between the 1989 Washington Centennial Commission and Franklin County--Exhibit G.

The Board also approved and signed a letter to the Port of Pasco endorsing the efforts of the Port to establish a regional food irradiator (Exhibit H).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Wednesday, June 1, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

K. Miller
Member

Attest:
O. M. McLaughlin
Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 88-46

BENTON COUNTY RESOLUTION NO. 88-146

JOINT RESOLUTION BEFORE THE BOARDS OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON, AND BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT TO THE MID-COLUMBIA REGIONAL LIBRARY BOARD OF TRUSTEES:

WHEREAS, a vacancy has been created on the Mid-Columbia Regional Library Board through the resignation of Frank Bischel whose term ends on December 31, 1992, and

WHEREAS, RCW 27.12.130 and RCW 27.12.190 states that the Board of County Commissioners shall appoint the members to the Board of Trustees of Inter-County Rural Library Districts; and,

WHEREAS, Glenna M. Anderson, Route 4, Box 4777, Prosser, Washington 99350, was one of the individuals whose name was submitted as an individual interested in serving on the Mid-Columbia Regional Library Board and the Boards of Commissioners of Benton and Franklin Counties did concur in the recommendation; and,

WHEREAS, Glenna M. Anderson has expressed her interest and willingness to serve in this capacity; NOW, THEREFORE,

BE IT RESOLVED that Glenna M. Anderson be appointed to fill the vacancy created on the Mid-Columbia Regional Library Board, to fill the unexpired term of Frank Bischel ending on December 31, 1992.

Dated at Prosser, Washington, this 23rd day of May, 1988

BOARD OF BENTON COUNTY COMMISSIONERS

ATTEST:

Joan Hunty
Clerk to the Board

A.E. Isaacson
Chairman

Robert L. Locke
Member

Ron Dow
Member

Dated at Pasco, Washington, this 31st day of May, 1988

BOARD OF FRANKLIN COUNTY COMMISSIONERS

ATTEST:

Dorothy McLaughlin
Clerk to the Board

Harold N. Mathews
Chairman

Bruce D. Whitehead
Member

Ken Miller
Member

EXHIBIT B

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 88-47

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

RE: FAIRGROUND MANAGER OR FAIR DIRECTOR THE AUTHORITY TO SIGN CONCESSION AND EXHIBITOR CONTRACTS WITH CERTAIN LIMITS

WHEREAS, during their regular sessions held separately by the Boards of County Commissioners for Benton County, Washington, and Franklin County, Washington,

WHEREAS, the Concession and Exhibitor revenue is an important part of the fair revenue, and

WHEREAS, this revenue is raised by fees charged for the use of the Concession and Exhibitor area at the fairgrounds, and

WHEREAS, the County Commissioners for Franklin County, Washington and Benton County, Washington desire to authorize the Director of the Fairgrounds Department to execute both Concession and Exhibitor contracts on behalf of both counties.

THEREFORE, the Director of the Fairgrounds Department is hereby authorized to review, accept and execute on behalf of both counties, Concession or Exhibitor contracts providing said contracts are in the form attached hereto as Exhibit A and B with the only alteration being completion of any blanks. The Director of the Fairgrounds Department shall have no authority to make any other alteration of the form contracts attached hereto as Exhibits A and B.

DATED this _____ day of June, 1988.

_____
Chairman

_____
Member

Ron Lane
Member

ATTEST:

_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

DATED this 31 day of May, 1988.

Harold M Mathews
Chairman

Bruce D Whitemarsh
Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

FRANKLIN COUNTY

RESOLUTION NO. 88-48

BOARD OF EQUALIZATION APPOINTMENTS

WHEREAS, R.C.W.84.48.010 directs that a Board of Equalization of the Assessment of the Property of the County be formed prior to July 1st, 1984, and

WHEREAS, R.C.W.84.48.014 directs the Board of County Commissioners appoint members to the Board of Equalization.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the following have been appointed to serve for a three-year term, June 15, 1988 to June 14, 1991, on the Board of Equalization for 1988:

1. Mr. John Scott, 508 Road 38, Pasco, Washington
2. Mr. Marvin Shollenberger, 1354 Newport Drive, Mesa, Washington
3. Mr. Henry M. Kidwell, 910 S. 10th, Pasco, Washington

RESOLUTION NO. 88-48 adopted this 31st day of May, 1988. Superseding Resolution No. 87-71, which becomes inactive as of this date.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Mr. Marvin Shollenberger
1354 Newport Drive
Mesa, WA 99343

Dear Marvin:

This will confirm your appointment to sit on the Franklin County Board of Equalization as created by R.C.W.84.48.010 and the authorization of the County Commissioners to do said action is R.C.W.84.48.014.

Your term will be for three years--June 15, 1988 to June 14, 1991.

Thank you for your participation and please contact the assessor for the facts on the training sessions that are given by the State in the month of June.

Thank you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitesaark
Member

Member

cc: Assessor

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Mr. Henry M. Kidwell
910 S. 10th
Pasco, WA 99301

Dear Henry:

This will confirm your appointment to sit on the Franklin County Board of Equalization as created by R.C.W.84.48.010 and the authorization of the County Commissioners to do said action is R.C.W.84.48.014.

Your term will be for three years--June 15, 1988 to June 14, 1991.

Thank you for your participation and please contact the assessor for the facts on the training sessions that are given by the State in the month of June.

Thank you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Malkasian
Chairman

Bruce A Whitemarsh
Member

Ken Miller
Member

cc: Assessor

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Mr. John Scott
508 Road 38
Pasco, WA 99301

Dear John:

This will confirm your appointment to sit on the Franklin County Board of Equalization as created by R.C.W.84.48.010 and the authorization of the County Commissioners to do said action is R.C.W.84.48.014.

Your term will be for three years--June 15, 1988 to June 14, 1991.

Thank you for your participation and please contact the assessor for the facts on the training sessions that are given by the State in the month of June.

Thank you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce Whitemash
Member

Member

cc: Assessor

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Mr. Norman Richman
904-B Leola
Pasco, WA 99301

Dear Norman:

We want to thank you for sitting on the 1987 Board of Equalization Committee of Franklin County.

It is the time of year we appoint the members of the Board of Equalization. We have made the decision not to re-appoint you to the Board of 1988.

Again, we want to thank you for your services.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce Whitemarsh
Member

Member

FRANKLIN COUNTY

RESOLUTION NO. 88-49

APPOINTMENT TO OPEN SPACE ADVISORY COMMITTEE

WHEREAS, R.C.W.84.34.145 authorizes the Board of County Commissioners to appoint members to the Open Space Advisory Committee.

NOW, THEREFORE BE IT HEREBY RESOLVED, that Mr. Dana L. Herron has been appointed to serve for a three-year term, June 1, 1988 to May 31, 1991, on the Open Space Advisory Committee replacing Mr. Arnold Hudlow.

RESOLUTION NO. 88-49 adopted this 31st day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

Attest:

D.K. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

June 1, 1988

Mr. Dana Herron
P. O. Box 768
Connell, WA 99326

Dear Dana:

Thank you for consenting to fill the vacancy on the Open Space Advisory Committee. Arnold Hudlow has served this committee well and we know that you bring a lot of ability and knowledge that will aid this committee to be a capable board.

Your term will be from June 1, 1988 to May 31, 1991.

Again, thank you for your interest in local concerns.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Thank you, Dana.

Harold D Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Smith
Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Mr. Arnold Hudlow
1401 Struthers
Connell, WA 99326

Dear Arnold:

The Board of Commissioners have appreciated your past years of service on the Open Space Advisory Committee.

We are sure the Open Space program in Franklin County is better off by having knowledgeable people like yourself serving on the committee.

We wish to thank you for your time and effort as a committee member.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

FRANKLIN COUNTY

RESOLUTION NO. 88-45

WHEREAS, the Park fund is in need of funds to replace the park dwelling at Chiawana Park, and

WHEREAS, funds are available in the Motor Vehicle Fund, and

WHEREAS, an interfund loan from the Motor Vehicle Fund to the Park fund is necessary to replace the Park Caretaker's Dwelling. The existing Caretaker Dwelling is deteriorated beyond repair.

WHEREAS, the source of payment shall be from the Park budget to the Motor Vehicle Fund commencing on the 1st of May, 1989.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Franklin County Treasurer hereby transfer $17,000.00 from the Motor Vehicle Fund as an interfund loan to the Current Expense Park budget for a period of five (5) years at an interest rate of 6% with a repayment schedule for one (1) payment per year for five (5) years.

Signed this 31st day of May, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitehouse
Member

K. Miller
Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: FINAL SHORT PLAT APPROVAL OF Short Plat File # SP 001-88 - Ed Ray

WHEREAS, this Board did hold a public hearing on March 7, 1988 to consider the short plat of Ed Ray, and

WHEREAS, the Board of County Commissioners have reviewed the short plat and other agencies have made their recommendations concerning the short plat, and

WHEREAS, the Board of County Commissioners have determined the following:

1) The conditions imposed when the preliminary short plat was approved have been met,

2) The requirements of the State law and Short Plat Ordinance have been complied with,

3) The bond, if required, assures the County the successful operation of improvements for an appropriate period of time up to two (2) years after final approval, and

4) The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Ed Ray for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Ed Ray be approved and the Chairman so indicate by signing the final short plat.

DATED THIS 31st **DAY OF** May, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitemarsh
Member

Attest:

Ken Mills
Member

Clerk of the Board

CONTRACT AMENDMENT

Contract number 8803-LC between the 1989 Washington Centennial Commission and Franklin County is hereby amended to add a new section 12 to read as follows:

"The Commission will provide to the Contractor a quantity of promotional materials that will include flags, banners, bunting, balloons, posters, logo stickers and highway signs made in the official centennial colors and designs established by the Commission. The Contractor agrees to make these materials available to the county centennial committee and local communities for the purpose of promoting the state centennial and local centennial events and activities. The Contractor further agrees to document uses of these materials in their quarterly reports as required in section number one of this contract."

THIS AMENDMENT IS AGREED TO BY THE PARTIES WHOSE SIGNATURES APPEAR BELOW ON BEHALF OF THE CONTRACTOR AND THE COMMISSION.

CONTRACTOR

Harold M Mathews

Chairman County Commissioners

May 31, 1988
Date

1989 WASHINGTON CENTENNIAL COMMISSION

Executive Secretary

Date

APPROVED AS TO FORM:

Office of the Attorney General

5-23-88
Date

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

May 31, 1988

Port of Pasco
P. O. Box 769
Pasco, WA 99301

RE: Northwest Food Irradiation Project

Dear Sirs:

The Franklin County Commissioners are pleased to endorse the efforts of the Port of Pasco to establish a regional food irradiator. We understand it is one of six demonstration food irradiation facilities being constructed around the nation as part of the U.S. Department of Energy program.

We believe this exciting new program, which was initiated in Congress through the leadership of Congressman Sid Morrison, can facilitate development of new export markets, reduce the dependency on chemical substance in treatment of food products, help ensure food safety, and improve the United States and the Pacific Northwest role in reducing world hunger.

We understand this facility will serve as a center for research, development, market testing, public information, and technology transfer for irradiated Northwest commodities. The Port of Pasco project targets three specific improvements - quality, economics and safety - through the use of irradiation on Northwest products such as apples, cherries, asparagus, wheat, potatoes, and onions.

The Franklin County Commissioners support this project and hope that it will move forward on schedule.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding June 1, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Diane McLaughlin, Clerk of the Board. Mr. Miller was attending a meeting with the Benton County Commissioners.

The Board approved the transfer of funds from account number 49-002 in the amount of $13,000 to account number 42-003 (postage) in the amount of $13,000.

10:05 Mr. Mathews called the public hearing on the adoption of a new speed ordinance for Franklin County. Present for the meeting were Mr. Mathews; Mr. Whitemarsh; Mrs. McLaughlin; Mr. Gilkeson, Franklin County Engineer; Deputy Kent. Only one person in attendance from the public. Mr. Gilkeson presented the need to combine the various speed ordinances now in use into one ordinance, correct school zone descriptions, and the need to reflect changes in several roads, the major change will be on Sylvester Road. Mr. Mathews asked if there was any one who would like to speak in favor of this ordinance--none; any opposed--none. Mr. Whitemarsh made a motion to approve the ordinance as presented by Mr. Gilkeson; Mr. Mathews seconded. The Board, as presented, unanimously adopted the Speed Ordinance Resolution Number 3-88 (attached as Exhibit A).

Mr. Gilkeson presented the Maintenance Crack Sealing contract, $23,494.90 effective May 17, 1988, with Ray Poland & Sons Construction, Kennewick, Washington for signature. The original of this contract is located at the Franklin County Highway Department office.

10:20 a.m. Mr. Mathews opened the meeting for the awarding of the bid for 1/2 ton pickup trucks. Present: Mr. Mathews, Mr. Whitemarsh, Mr. Gilkeson, Mrs. McLaughlin, and Mr. McCurley and a salesman from McCurley Chevrolet. Mr. Gilkeson presented his findings to the Board. McCurley Chevrolet had bid on 1989 trucks, as the cutoff date for ordering trucks through Chevrolet was May 13, 1988 a day after the requests for bids

were received from the County. General discussion was held concerning the transmission offered in the 1989 and it was felt that the four-speed transmissions should not present any problems. Franklin County Engineer advised that the bid from McCurley substantially met the specification and would provide the best value to the County. Mr. Whitemarsh made the motion to award the bid to McCurley Chevrolet; Mr. Mathews seconded. The Board, present, unanimously approved to award the bid to McCurely Chevrolet (Exhibit B).

Mr. Gilkeson and the Board discussed the problems in the Courthouse employee parking behind Atomic Foods and the Correction Facility. With the rain we have been having it has caused potholes in both areas; behind Atomic Foods a truck was making a turn through the parking lot and his front tire dropped through the pavement. Mr. Gilkeson will investigate further in this matter to see the best approach to fixing the parking lots. Presently, the potholes are cordon off.

11:00 a.m. The Board met with the Franklin County Planner, Robert Boothe. Present: Mr. Mathews, Mr. Miller, and Mr. Whitemarsh. Mr. Booth presented the final short plat approval of Bruce LePage (Exhibit C) for signature.

The Board unanimously approved the final short plat. The Board unanimouosly approved and signed Resolution No. 88-50 (Exhibit D), an interfund loan from the County Road to the Current Expense fund for a period of 31 days to be repaid June 6, 1988 at an interest rate of 5.75%. This had been discussed earlier, but a resolution had not been adopted.

As chairman, Mr. Mathews signed the letters for the investment of Residual Cash Funds as follows:

Date	Number of Days	Amount	Date Mature
5/02/88	1	1,000,000	5/03/88
5/04/88	47	500,000	6/20/88
5/04/88	37	300,000	6/10/88
5/04/88	5	1,000,000	5/09/88
5/04/88	16	200,000	5/20/88

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding June 1, 1988

Date	Number of Days	Amount	Date Mature
5/04/88	28	1,000,000	6/01/88
5/04/88	30	1,000,000	6/03/88
5/06/88	4	400,000	5/10/88
5/09/88	2	1,800,000	5/11/88
5/11/88	40	200,000	6/20/88
5/11/88	5	600,000	5/16/88
5/11/88	30	200,000	6/10/88
5/13/88	4	600,000	5/17/88
5/16/88	60	50,000	7/15/88
5/17/88	6	600,000	5/23/88
5/20/88	4	800,000	5/24/88
5/23/88	91	70,000	8/22/88
5/23/88	8	500,000	5/31/88
5/25/88	6	800,000	5/31/88
5/25/88	56	200,000	7/20/88
5/27/88	5	600,000	6/01/88
5/31/88	1	$1,000,000	6/01/88
5/31/88	2	1,500,000	6/02/88
5/31/88	6	1,500,000	6/06/88

The Board approved Current Expense warrant number 23804 in the amount of $2,500.00

There being no further business the Franklin County Board of Commissioners meeting was adjourned until June 6, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Member

Attest:
Clerk of the Board

Franklin County
Ordinance No. 3-88

AN ORDINANCE PROVIDING MAXIMUM SPEED LIMITS ON FRANKLIN COUNTY ROADS; PROVIDING PENALTIES FOR VIOLATIONS; AND PRESCRIBING AND AFFECTING A PROPER DATE.

WHEREAS, RCW 46.61.415 allows local authorities in their respective jurisdictions to determine on the basis of an engineering and traffic investigation that the maximum speed permitted under RCW 46.61.400 or RCW 46.61.440 is greater than or less than is reasonable or safe for conditions found to exist upon a road or part of a road; and

WHEREAS, traffic engineering and investigation by the Franklin County Road Engineer has led to the determination by the Board of County Commissioners of Franklin County that the maximum speed limits on certain county roads be changed; and

WHEREAS, it is the duty of the County Road Engineer to erect and maintain traffic control signs and that requires a specific list of the maximum speed limits to make effective the provisions of this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Franklin County, Washington, as follows;

Section 1 DEFINITIONS

For the purpose of this ordinance the words and terms used shall have the same meaning as each has under Chapter 46.04 of the Revised Code of Washington.

Section 2 MAXIMUM SPEED LIMITS

2.1 20 MPH COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT (MPH)	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
BAILIE ROAD	03130	20	FIRST PLACE	0.22	SECOND AVENUE	0.40	0.18
ELM ROAD	09600	20	TAYLOR FLATS	4.00		4.69	0.69
HENRY STREET	12090	20	ROAD 40	0.32	ROAD 44	0.54	0.22
LIVINGSTON ROAD	11850	20	ROAD 85	2.68	ROAD 88	2.88	0.20
PASCO-KAHLOTUS ROAD	08070	20	STAR SCHOOL	24.10		24.56	0.46
PEARL STREET	12160	20	ROAD 38	0.55	ROAD 40	0.65	0.10
ROAD 40	12400	20	COURT	0.60	PEARL	0.82	0.22
ROAD 48	12480	20	WERNETT	0.87	RICHARDSON	1.00	0.13
ROAD 84	11440	20	COURT	0.39	LIVINGSTON	0.73	0.34
ROAD 88	11480	20	LIVINGSTON	0.39	DRADIE	0.51	0.12
TAYLOR FLATS ROAD	09030	20	EDWARD MARKHAM SCHOOL	9.19		9.55	0.36
WERNETT	12240	20	ROAD 48	1.43	ROAD 51	1.62	0.19

2.2 25 MPH COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT (MPH)	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
ADAMS ROAD	11740	25	BEGINNING	0.00	END	0.12	0.12
AGATE STREET	12140	25	BEGINNING	0.00	END	1.82	1.82
ARGENT	11010	25	ROAD 100	4.14	END	4.65	0.51
BAILIE ROAD	03130	25	SECOND AVE	0.40	N. CANAL BLVD	0.64	0.24
BAILIE ROAD	03130	25	R-170	0.00	FIRST PLACE	0.22	0.22
BASIN DRIVE	03160	25	FIRST AVE	0.00	N. CANAL BLVD	0.26	0.26
BELL STREET	11900	25	ROAD 88	0.00	END	0.26	0.26
BROWN STREET	12120	25	BEGINNING	0.00	END	1.48	1.48
BUMPAOUS STREET	12190	25	ROAD 48	0.00	END	0.11	0.11
CANAL BLVD NORTH	03230	25	BAILIE BLVD	0.00	END	0.54	0.54
CANAL DRIVE	03180	25	N. CANAL	0.00	END	0.15	0.15
CENTER STREET	05920	25	R-170	0.00	END	0.16	0.16
CHERRY LANE	11770	25	ROBERTS	0.00	END	0.09	0.09
CLARA ROAD	11750	25	ROAD 84	0.00	END	0.12	0.12
CRESCENT ROAD	11930	25	ROAD 111	0.00	END	0.37	0.37
DRADIE STREET	11860	25	ROAD 48	0.00	END	2.60	2.60
ELLA STREET	12200	25	ROAD 28	0.00	END	0.66	0.66
ESTELLA DRIVE	03350	25	FIRST AVENUE	0.00	END	0.47	0.47
FIFTH STREET	06280	25	ELTOPIA WEST	0.00	END	0.14	0.14
FIRST AVENUE	03280	25	N. CANAL BLVD	0.00	END	0.15	0.15
FIRST PLACE	03320	25	BAILIE BLVD	0.00	END	0.15	0.15
FIRST STREET EAST	05940	25	GLADE NORTH	0.00	END	0.14	0.14
FOURTH STREET	06300	25	SEATTLE STREET	0.00	END	0.12	0.12
FRANKLIN ROAD	11830	25	ROAD 68	0.00	END	1.50	1.50
HAVSTAD STREET	12010	25	ROAD 36	0.00	END	0.16	0.16
HENRY STREET	12090	25	ROAD 44	0.54	END	1.96	1.42
HENRY STREET	12090	25	ROAD 36	0.00	ROAD 40	0.32	0.32
HOPKINS STREET	12020	25	ROAD 32	0.00	END	0.20	0.20
IRVING STREET	12040	25	ROAD 35	0.00	END	1.02	1.02
IVY ROAD	10180	25	ROAD 36	0.00	END	0.88	0.88
JANET ROAD	10160	25	ROAD 36	0.00	END	0.87	0.87
JAY STREET	12220	25	ROAD 34	0.00	END	0.33	0.33
JUDEMEIN ROAD	11660	25	ARGENT	0.00	END	0.05	0.05
KATHEMEIN ROAD	11650	25	ARGENT	0.00	END	0.05	0.05
LEOLA STREET	12170	25	ROAD 36	0.00	END	0.11	0.11
LINDEMEIN ROAD	11620	25	ARGENT	0.00	END	0.05	0.05
LIVINGSTON ROAD	11850	25	ROAD 36	0.00	SCHOOL	2.68	2.68
LOCUST LANE	11920	25	ROAD 100	0.00	ROAD 101	0.16	0.16
LOEN DRIVE	03150	25	N. CANAL BLVD	0.00	END	0.44	0.44
MAPLE DRIVE	11890	25	ROAD 104	0.00	END	0.99	0.99
MARGARET STREET	12080	25	CITY LIMITS	0.00	END	1.03	1.03
MARIE LANE	12110	25	ROAD 37	0.00	ROAD 70	2.17	2.17
MELODY LANE	10220	25	ROAD 36	0.00	END	0.25	0.25
MELVILLE ROAD	11840	25	ROAD 54	0.00	END	0.55	0.55
MERRICK DRIVE	11790	25	ROAD 92	0.00	END	0.07	0.07

NIXON STREET	12060	25	ROAD 37	0.00	END	1.25	1.25
OCTAVE STREET	12100	25	ROAD 34	0.00	END	1.85	1.85
OPAL STREET	12150	25	ROAD 30	0.00	END	0.77	0.77
PARK DRIVE	03340	25	BAILIE BLVD	0.00	END	0.20	0.20
PARK STREET	12070	25	ROAD 34	0.00	END	1.94	1.94
PEARL STREET	12160	25	ROAD 40	0.65	END	1.85	1.20
PEARL STREET	12160	25	ROAD 28	0.00	ROAD 38	0.55	0.55
POOLER ROAD	11970	25	ROAD 92	0.00	END	0.13	0.13
PORT OF PASCO ROAD	12970	25	SACAJAWEA	0.00	BURLINGTON NORTH RR	0.23	0.23
QUAIL ROAD	10150	25	ROAD 36	0.00	END	0.25	0.25
RICHARDSON ROAD	11820	25	ROAD 48	0.00	ROAD 96	3.00	3.00
RIVER BLVD	11730	25	ROAD 79	0.00	END	0.21	0.21
RIVERHAVEN	12030	25	ROAD 36	0.00	END	0.65	0.65
ROAD 101	11610	25	COURT STREET	0.00	END	0.19	0.19
ROAD 103	11630	25	COURT STREET	0.00	END	0.35	0.35
ROAD 104	11640	25	WILLOW WAY	0.00	END	0.16	0.16
ROAD 108	11680	25	COURT STREET	0.00	END	0.38	0.38
ROAD 109	11690	25	COURT STREET	0.00	END	0.11	0.11
ROAD 110	11700	25	COURT STREET	0.00	END	0.11	0.11
ROAD 111	11710	25	COURT STREET	0.00	END	0.31	0.31
ROAD 28	12280	25	PEARL	0.00	WERNETT	0.21	0.21
ROAD 30	12300	25	AGATE	0.00	WERNETT	0.37	0.37
ROAD 32	12320	25	BEGINNING	0.00	WERNETT	1.05	1.05
ROAD 33	12330	25	BEGINNING	0.00	WERNETT	0.53	0.53
ROAD 34	12340	25	HOPKINS	0.00	WERNETT	1.09	1.09
ROAD 35	12350	25	HOPKINS	0.00	END	1.10	1.10
ROAD 36	12360	25	BEGINNING	0.00	CITY LIMITS	0.51	0.51
ROAD 36	12360	25	CITY LIMITS	0.82	END	1.17	0.35
ROAD 36 NORTH	10120	25	CLARK	0.00	END	0.76	0.76
ROAD 37	12370	25	BEGINNING	0.00	END	0.65	0.65
ROAD 38	12380	25	BEGINNING	0.00	END	1.55	1.55
ROAD 39	12390	25	HAVSTAD	0.00	END	1.00	1.00
ROAD 40	12400	25	PEARL	0.82	END	1.48	0.66
ROAD 40	12400	25	BEGINNING	0.00	COURT	0.60	0.60
ROAD 41	12410	25	BEGINNING	0.00	END	0.04	0.04
ROAD 42	12420	25	RIVERHAVEN	0.00	END	1.63	1.63
ROAD 42 NORTH	10140	25	BEGINNING	0.00	END	0.43	0.43
ROAD 43RD WAY	12430	25	BEGINNING	0.00	END	0.13	0.13
ROAD 44	12440	25	BEGINNING	0.00	END	1.37	1.37
ROAD 45	12450	25	BEGINNING	0.00	END	0.30	0.30
ROAD 46	12460	25	BEGINNING	0.00	END	0.53	0.53
ROAD 47	12470	25	BEGINNING	0.00	END	0.24	0.24
ROAD 48	12480	25	RICHARDSON	1.00	END	1.32	0.32
ROAD 48	12480	25	BEGINNING	0.00	WERNETT	0.87	0.87
ROAD 49	12490	25	BEGINNING	0.00	END	0.13	0.13
ROAD 50	12500	25	BEGINNING	0.00	END	1.72	1.72
ROAD 51	12510	25	BEGINNING	0.00	END	0.07	0.07
ROAD 52	11020	25	BEGINNING	0.00	SYLVESTER	0.13	0.13
ROAD 54	11040	25	BEGINNING	0.00	ARGENT	1.56	1.56
ROAD 55	11050	25	BEGINNING	0.00	END	0.05	0.05

ROAD 56	11060	25	BEGINNING	0.00	END	1.37	1.37
ROAD 57	11070	25	BEGINNING	0.00	END	1.50	1.50
ROAD 60	11200	25	COURT	0.44	END	1.44	1.00
ROAD 62	11220	25	SYLVESTER	0.00	END	1.20	1.20
ROAD 64	11240	25	BEGINNING	0.00	END	1.37	1.37
ROAD 68	10000	25	BEGINNING	0.00	COURT	0.40	0.40
ROAD 70	11300	25	BEGINNING	0.00	END	0.25	0.25
ROAD 72	11320	25	BEGINNING	0.00	ARGENT	1.00	1.00
ROAD 76	11360	25	BEGINNING	0.00	ARGENT	1.25	1.25
ROAD 77	11370	25	BEGINNING	0.00	END	0.12	0.12
ROAD 79	11390	25	BEGINNING	0.00	END	0.07	0.07
ROAD 80	11400	25	BEGINNING	0.00	ARGENT	1.02	1.02
ROAD 84	11440	25	BEGINNING	0.00	COURT	0.39	0.39
ROAD 84	11440	25	SCHOOL	0.73	END	0.98	0.25
ROAD 86	11460	25	BEGINNING	0.00	ARGENT	0.87	0.87
ROAD 88	11480	25	BEGINNING	0.00	LIVINGSTON	0.39	0.39
ROAD 88	11480	25	DRADIE	0.51	END	0.76	0.25
ROAD 88 SOUTH	11980	25	BEGINNING	0.00	END	0.19	0.19
ROAD 92	11520	25	BEGINNING	0.00	END	1.20	1.20
ROAD 94	11540	25	BEGINNING	0.00	END	0.15	0.15
ROAD 96	11560	25	BEGINNING	0.00	END	0.95	0.95
ROAD 97	11570	25	BEGINNING	0.00	END	0.22	0.22
ROAD ALONG RIVER	11990	25	BEGINNING	0.00	END	0.64	0.64
ROBERTA ROAD	10200	25	BEGINNING	0.00	END	0.56	0.56
ROBERTS ROAD	11760	25	BEGINNING	0.00	END	0.13	0.13
RUBY STREET	12130	25	BEGINNING	0.00	END	0.75	0.75
SACAJAWEA PARK	12950	25	BEGINNING	0.00	END	1.75	1.75
SCHUMAN LANE	11800	25	BEGINNING	0.00	END	0.24	0.24
SEABROOK COURT	12230	25	BEGINNING	0.00	END	0.07	0.07
SEATTLE AVENUE	06310	25	BEGINNING	0.00	END	0.75	0.75
SECOND AVENUE	03360	25	BEGINNING	0.00	END	0.23	0.23
SECOND STREET EAST	05950	25	BEGINNING	0.00	END	0.14	0.14
SHADY LANE	11940	25	BEGINNING	0.00	END	0.11	0.11
SHORT ROAD	05930	25	BEGINNING	0.00	END	0.06	0.06
STAR LANE	11870	25	BEGINNING	0.00	END	0.16	0.16
STURGIS ROAD	11810	25	BEGINNING	0.00	END	0.14	0.14
SUNSET BLVD	11720	25	BEGINNING	0.00	END	0.35	0.35
SUNSET TRAIL	11960	25	BEGINNING	0.00	END	0.28	0.28
SYLVESTER	12000	25	ROAD 60	4.01	END	4.14	0.13
TACOMA STREET	06290	25	BEGINNING	0.00	END	0.35	0.35
THIRD STREET	06330	25	BEGINNING	0.00	END	0.05	0.05
VALLEY VIEW PLACE	11910	25	BEGINNING	0.00	END	0.22	0.22
VIEW LANE	11950	25	ROAD 108	0.00	ROAD 111	0.16	0.16
WALKER WAY	12210	25	BEGINNING	0.00	END	0.11	0.11
WALLA WALLA AVENUE	06250	25	BEGINNING	0.00	END	0.34	0.34
WERNETT	12240	25	ROAD 36	0.36	ROAD 48	1.43	1.07
WERNETT	12240	25	SCHOOL	1.62	END	3.15	1.53
WHIPPLE AVENUE	11780	25	BEGINNING	0.00	END	0.25	0.25
WILCOX DRIVE	12180	25	BEGINNING	0.00	END	0.22	0.22
WILLOW WAY	11590	25	BEGINNING	0.00	END	0.44	0.44
YAKIMA STREET	12050	25	BEGINNING	0.00	END	0.11	0.11

2.3 35 COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
ARGENT	11010	35	ROAD 52	1.09	ROAD 68	2.10	1.01
COURT	11000	35	ROAD 40	2.58	ROAD 48	3.08	0.50
ELTOPIA WEST ROAD	06000	35		0.53	SCHOOL ROAD	1.06	0.53
GLADE NORTH ROAD	09010	35	MERRICK CORNER	12.85		13.46	0.61
PASCO-KAHLOTUS ROAD	08070	35	DEVILS CANYON RD	40.74	KAHLOTUS	41.22	0.48
ROAD 100	11600	35	BEGINNING	0.00	MAPLE	0.53	0.53
ROAD 170	06080	35		7.07		8.07	1.00
ROAD 52	11020	35	SYLVESTER	0.13	ARGENT	1.64	1.51
ROAD 60	11200	35	BEGINNING	0.00	COURT	0.44	0.44
SAGEHILL	04000	35	RADAR HILL	8.98		9.21	0.23
SYLVESTER	12000	35	ROAD 32	2.32	ROAD 60	4.01	1.69
TAYLOR FLATS ROAD	09030	35	ELTOPIA WEST ROAD	11.28		11.52	0.24

2.4 40 MPH COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT (MPH)	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
ARGENT	11010	40	CITY LIMITS	0.00	ROAD 44	0.54	0.54
COURT	11000	40	ROAD 48	3.08	HARRIS	8.71	5.63
NORTH ROAD 68	10010	40	DENT	1.10	SHUMWAY	2.03	0.93
TAYLOR FLATS ROAD	09030	40	ROAD 68	0.00		0.36	0.36

2.5 45 MHP COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT (MPH)	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
ARGENT	11010	45	ROAD 68	2.10	ROAD 72	2.35	0.25
ARGENT	11010	45	ROAD 84	3.11	ROAD 100	4.14	1.03
ROAD 100	11600	45	MAPLE	0.53	CITY LIMITS	0.92	0.39
ROAD 68	10000	45	COURT	0.40	CITY LIMITS	1.65	1.25

2.6 50 MPH COUNTY ROADS

In accordance with RCWS 46.61.400, the maximum speed limit on County roads shall be fifty (50) miles per hour unless otherwise posted as provided herein.

2.7 55 MPH COUNTY ROADS

ROAD NAME	ROAD NUMBER	SPEED LIMIT (MPH)	FROM	BEGINNING MILEPOST	TO	ENDING MILEPOST	TOTAL MILEAGE
BLANTON	07010	55	BEGINNING	0.00	END	17.77	17.77
ELTOPIA ROAD	06000	55	SCHOOL ROAD	1.02		9.17	8.15
GLADE NORTH ROAD	09010	55		13.46		22.56	9.10
GLADE NORTH ROAD	09010	55	CITY LIMITS	0.00		12.85	12.85
PASCO-KAHLOTUS ROAD	08070	55	CITY REFUSE ROAD	0.00	STAR SCHOOL	24.10	24.10
PASCO-KAHLOTUS ROAD	08070	55		24.56	DEVIL'S CANYON	40.74	16.18
NORTH ROAD 68	10010	55	CITY LIMITS	1.62	DENT	4.50	2.88
R-170	06080	55		6.03		7.07	1.04
R-170	06080	55		8.07		14.54	6.47
SAGEHILL	04000	55		9.21	OLD 170	10.50	1.29
SAGEHILL	04000	55		0.00		8.98	8.98
TAYLOR FLATS ROAD	09030	55		0.36		9.19	8.83
TAYLOR FLATS ROAD	09030	55		9.55		11.28	1.73
TAYLOR FLATS ROAD	09030	55		11.52	ELTOPIA RINGOLD	13.57	2.05

Section 3 VIOLATION/PENALTIES

In accordance with RCW 46.63.110, any violation of this ordinance is a traffic infraction in RCW 46.63.020 and shall be punishable by imposition of a fine not to exceed two hundred and fifty dollars ($250.00).

Section 4 SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Ordinance be held to be unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portions thereof directly specified in the decision.

Section 5 NOTICE

Any maximum speed as herein authorized shall be effective when appropriate signs giving notice thereof are executed.

This Ordinance shall supersede all previous ordinances or resolutions which conflict with any of the rules or regulations contained herein.

ADOPTED this 1st day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews

Harold N. Mathews, Chairman

(absent)

Ken Miller, Member

Bruce D. Whitemarsh

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

June 1, 1988
BG-88-64

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E. BAG
Franklin County Engineer

SUBJECT: Award of Bid - 1/2 Ton Pickup Trucks

We have reviewed the two proposals received from the companies bidding for the purchase of two 1/2 ton pickup trucks.

The bid by McCurley Chevrolet of Pasco, Washington, substantially meets the specifications. These trucks provide the best value to the County.

The net total bid price is $23,296.48 for two pickup trucks.

APPROVED: Board of County Commissioners
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

BID TABULATION SHEET

NAME: Two (2) 1/2 Ton Pickup Trucks

BID OPENING DATE: May 25, 1988

ITEM	SALLEE CHEVROLET Milton-Freewater, OR	McCURLEY CHEVROLET Pasco, WA
Unit Complete as Specified	$ 10,906.25	$ 10,805.42
Sales Tax (7.8%)	$ 850.69	$ 842.82
Total Bid Per Unit	$ 11,756.94	$ 11,648.24
Net Total Bid	$ 23,513.88	$ 23,296.48

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: FINAL SHORT PLAT APPROVAL OF Bruce LePage

WHEREAS, this Board did hold a public hearing on May 9, 1988 to consider the short plat of Bruce LePage, and

WHEREAS, the Board of County Commissioners have reviewed the short plat and other agencies have made their recommendations concerning the short plat, and

WHEREAS, the Board of County Commissioners have determined the following:

1) The conditions imposed when the preliminary short plat was approved have been met,

2) The requirements of the State law and Short Plat Ordinance have been complied with,

3) The bond, if required, assures the County the successful operation of improvements for an appropriate period of time up to two (2) years after final approval, and

4) The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Bruce LePage for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Bruce LePage be approved and the Chairman so indicate by signing the final short plat.

DATED THIS 1st **DAY OF** June, **19** 88

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Bruce A. Whitemarsh
Member

Attest:

Ken Hill
Member

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-50

WHEREAS, Current Expense fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road Fund, and

WHEREAS, an interfund loan from the County Road fund to the Current Expense fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED the the Franklin County Treasurer hereby transfers $300,000 from the County Road fund as an interfund loan to the Current Expense fund for a period of thirty-one (31) days to be repaid June 6, 1988, at an interest rate of 5.75% effective May 6, 1988.

Signed this the 1st day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold P. Mathews
Chairman

Bruce A. Whitehead
Member

K. Mills
Member

ATTEST:

Ida M. Laughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 6, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

Mrs. Arbogast stopped in to discuss the problem with visibility at Road 60 and Sylvester. Presently the trees, bushes and the curve in this area allow a very low visibility to drivers. The Commissioners advised that the new speed limit signs would be posted and the Highway Department would investigate her complaint.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson introduced the Commissioners to Bob McClary, the new shop superintendent. Mr. McClary would be starting June 6, 1988. Mr. Gilkeson presented for approval vouchers for the County Road - $101,851.64 and MV&PWE - $43,0331.32. All three commissioners signed. Mr. Gilkeson advised he was waiting for the final report from the bridge consultants. Mr. Gilkeson presented the new call for bids on the utility (sign) truck. The specifications were revised to reflect the correction on the gas tank position. Mr. Miller moved to pass the call for bid; Mr. Whitemarsh seconded. Unanimous approval of the call for bid (Exhibit A). Hot patching work was stopped due to the rainy weather we have been having. Mr. Gilkeson requested adoption of a resolution for a public hearing, June 22, 1988 at 10:00 a.m. for the adoption of a six-year road construction program. The Board approved the time and date and signed the notice of hearing; Resolution No. 88-51, Six-Year Road Construction Program Public Hearing. (Exhibit B).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 23476-23804, Both Inclusive	- $298,359.22
COUNTY ROAD	-	Warrant Numbers 7621-7400, Both Inclusive	- 225,969.69
EQUIPMENT RENTAL	-	Warrant Numbers 4448-4539, Both Inclusive	- 56,849.36
LAW LIBRARY	-	Warrant Number 226	- 3,100.00

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 6, 1988

SHERIFF's NARCOT	- Warrant Number 67	-	1,626.15
JAIL COMMISSARY	- Warrant Numbers 192-194, Both Inclusive	-	327.20
TRT (SWAT)	- Warrant Number 6	-	237.16
ALCOHOLISM 2%	- Warrant Number 8	-	214.13
MENTAL HEALTH	- Warrant Number 11	-	7,206.19
PUBLIC HOSPITAL	- Warrant Numbers 1861-1911, Both Inclusive	-	15,119.08
CENTENNIAL LICENSE PLATES	- Warrant Number 20	-	136.30
CEMETERY #1	- Warrant Number 128-135, Both Inclusive	-	1,879.16
CEMETERY #2	- Warrant Numbers 189-192, Both Inclusive	-	2,089.92

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Wednesday, June 8, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Mills
Member

Attest:
Clerk of the Board

CALL FOR BIDS
FRANKLIN COUNTY
CAB AND CHASSIS WITH UTILITY SERVICE BODY

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:15 a.m., Wednesday, June 22, 1988, at which time they will be opened and read for the purchase of the following:

CAB AND CHASSIS WITH UTILITY SERVICE BODY

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 6th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

DD McLaughlin
Clerk of the Board

NOTICE OF HEARING
SIX-YEAR ROAD PROGRAM
FRANKLIN COUNTY
RESOLUTION NO. 88-51

WHEREAS, in accordance with RCW 36.81.121, the Board of County Commissioners are required to adopt a six-year road construction program,

AND WHEREAS, the Board of County Commissioners, Franklin County, have been given a comprehensive six-year road construction program for review by the County Engineer and are reviewing it,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners, Franklin County, Washington, that a proper hearing will be held at 10:00 a.m., June 22, 1988, in their office at the Courthouse, Pasco, at which time all interested parties may appear for or against.

Signed and dated this 6th day of June, 1988.
Pasco, Washington

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

ATTEST:

Lou McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 8, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: CURRENT EXPENSE, Warrant Numbers 23805-23983, Both Inclusive, $11,345.49; LAW LIBRARY, Warrant Numbers 227-232, Both Inclusive, $1,987.98; SOLDIERS/SAILORS, Warrant Number 262, $1,348.87; SHERIFF's NARCOT, Warrant Numbers 71-73, Both Inclusive, $994.06; JAIL COMMISSARY, Warrant Numbers 195-197, Both Inclusive, $1,516.58; PA CRIME VICTIMS, Warrant Numbers 54-55, $139.36; CENTENNIAL LICENSE PLATES, Warrant Number 21, $180.53; Benton Franklin Fair, Warrant Number 7-11, $3,136.00; Benton Franklin County Fairgrounds, Warrant 54-67, Both Inclusive, $7,186.13.

10:05 a.m. The Board met with Mr. Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented for review a letter (Exhibit A) from the Franklin County Building Inspector advising that the residence in Chiawana Park did not meet the building standards and would either have to be removed or brought up to standards. Mr. Gilkeson requested approval on a resolution to declare an emergency for the replacement of the Chiawana Park Residence. Mr. Miller moved to approved the declaration of an emergency; Mr. Whitemarsh seconded. Resolution No. 88-52 (Exhibit B) was unanimously passed by the Board. Mr. Gilkeson presented a "notice to contractors" for the bidding on moving and constructing new foundation for the replacement house in Chiawana Park. Bids will be received until Monday, June 13, 1988 at 10:00. Mr. Miller moved to approve notice; Mr. Whitemarsh seconded. The Board unanimously approved the "notice to contractor" (Exhibit C). Mr. Gilkeson distributed the six-year road plan, as discussed at the previous meeting. This will be reviewed and discussed at a public hearing on June 20, 1988 at 10:00 a.m. Mr. Gilkeson advised he had sent the Water Follies Agreement to Bud Ellis

for his review; no action will be taken until this is received back from him. He also sent to Mr. Ellis the revised Park Ordinance that would replaced Park Ordinance 3-70. A public hearing is scheduled for July 6, 1988 at 2:00 p.m.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised the Planning Commission had approved a conditional use permit for Western Tele-Communication, Inc. for the construction of a telephone relay facility tower off of Reader Road. A public hearing has been set up June 27, 1988 at 11:00 a.m. for the matter to be brought before the County Commissioners. Mr. Boothe also advised that he has scheduled before the Board of Commissioners a public hearing on June 27, 1988 at 11:15 a.m. for an application by Carol Dashiell, et al for an amendment to the Comprehensive Plan from Agriculture to Rural Settlement located around the intersection of Glade North Road and Fir Road.

A letter had been received from the Town of Connell requesting Franklin County's support in their attempt to develop a bicycle and jogging path connecting the two communities. Mr. Miller made the motion to support Connell and Mesa in their endeavors; Mr. Whitemarsh seconded. The Board unanimously approved; a letter was prepared and sent to the interagency Committee for Outdoor Recreation (Exhibit D).

The Board met with Valoria Loveland, Franklin County Treasurer. Mrs. Loveland requested an extension on the current interfund loan with the County Road in the amount of $200,000 for a period of thirty days to be repaid July 6, 1988 at an interest rate of 5.75%. Mr. Miller moved to adopt a resolution for the continuation of this interfund loan; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-53 (Exhibit E), Extending the current interfund loan with the County Road fund in the amount of $200,000 for a period of 30 days to be repaid July 6, 1988 at an interest rate of 5.75% effective June 6, 1988.

The Mr. Whitemarsh and Mr. Miller reviewed vouchers from the Juvenile Center, warrant numbers 1-49 - $11,568.53.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 8, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Monday, June 13, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
BUILDING & FIRE SAFETY DEPARTMENT
COUNTY FACILITIES DEPARTMENT

1016 NORTH 4TH AVENUE PASCO, WASHINGTON 99301 (509) 545-3523

JUNE 3, 1988

MR. BRUCE GILKESON
FRANKLIN COUNTY ENGINEERS

RE: CARETAKERS RESIDENCE AT CHIWANA PARK, FRANKLIN COUNTY. WA.

ON JUNE 2, 1988 THIS OFFICE MADE AN INSPECTION FOR MINIMUM HOUSING CODE REQUIREMENTS ON THE HOUSE AT 9000 CHIWANA PARK DR.

THE FOLLOWING IS THE LIST OF VIOLATIONS OF THE MINIMUM HOUSING STANDARDS AS ADOPTED BY FRANKLIN COUNTY

1. SEC. 1001(c)1- FOUNDATION, THE STRUCTURE HAS RAILROAD TIES IN PLACE OF CONCRETE FOOTING AND STEM WALL.
2. SEC. 1001(c)2- UNDERFLOOR AREA, SOME FLOOR JOISTS ARE SETTING ON DIRT, AND SOME JOISTS ARE STARTING TO DRYROT.
3. SEC. 1001(b)12-EXTERIOR WALLS, BECAUSE OF HONEY BEE'S FOUND IN THE WEST WALL THERE SEEMS TO BE VERY LITTLE OR NO WALL INSULATION.
4. SEC. 1001(h)2- ROOF, LEAKS AT WALL LINE.
5. SEC. 1001(b)7 & 1001(e) BATH, ELECTRICAL SHORT IN BATH FAN GROUNDING TO TUB.
6. SEC. 1302(h)UPC-UTILITY ROOM, HOT WATER TANK POP-OFF VALVE NOT VENTED TO EXTERIOR.
7. SEC. 1001(i) BEDROOMS, THE WINDOWS DO NOT PROVIDE ADEQUATE EGRESS.
8. SEC. 1001(f) PLUMBING, OLD, CORRODED.
9. SEC. 1001(b)7 & 1001(e) ELECTRICIAL, ROMEX WIRE OUTSIDE ,NO CONDUIT. SHORT IN BATHROOM FAN.
10 SEC. 1001(b)6- HEATING, ELECTRIC BASEBOARD HEATERS, HALF DO NOT WORK.

THIS RESIDENCE DOES NOT MEET THE MINIMUM HOUSING CODE. OVERALL CONDITION, POOR. THE RESIDENCE SHOULD EITHER BE BROUGHT UP TO MINIMUM STANDARDS OR ABATE AT THE OWNER OPTION.

A COPY OF THE ABOVE CODE SECTION MAY BE FORWARDED AT YOUR REQUEST.

SINCERELY,

FRANK G. MOULTON
DIRECTOR.
FRANKLIN COUNTY
BUILDING & FIRE SAFETY DEPT.

FRANKLIN COUNTY
RESOLUTION NO. 88-52

In the matter of declaring an emergency for the replacement of the Chiawana Park residence.

WHEREAS, the County Building Inspector has inspected the Chiawana Park residence and determined that the house is unfit for habitation,

AND WHEREAS, the residence is required for the operation and protection of Chiawana Park facilities,

AND WHEREAS, it is in the public interest to replace the existing house as soon as possible so that there will not be any chance of injury to County employees or the public,

AND WHEREAS, in accordance with Chapter 36.32.270 of the RCW, the County Commissioners can declare an emergency and waive the requirements for bidding on public works contracts.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that an emergency does exist and that the County Engineer is authorized and directed to proceed with the immediate replacement of the residence.

Signed this 8th day of June, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

NOTICE TO CONTRACTORS

FRANKLIN COUNTY HIGHWAY DEPARTMENT
Moving House and Constructing New Foundation
Pasco, Washington

Sealed bids will be received by the County of Franklin at the Office of the Board of County Commissioners in the Courthouse at Pasco, Washington, until 10:00 a.m., Monday, June 13, 1988, and will then and there be opened and publicly read for the moving of a house and attached carport, construction of a new foundation, connection of water and sewer services, and other related work.

Specifications and additional information pertaining to the proposed project may be obtained from the Franklin County Engineering Department, 3540 North Avenue "C", Pasco, Washington 99301. NO DEPOSIT REQUIRED.

Bidders shall submit bids in a sealed envelope addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301, and marked "Moving House and Constructing New Foundation."

Signed this 8th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

ATTEST:

M D McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

June 8, 1988

Interagency Committee for Outdoor Recreation
4800 Capitol Blvd KP-11
Tumwater, WA 98504-5611

Gentlemen:

It has recently come to our attention that the towns of Connell and Mesa are interested in developing a bicycle and jogging path connecting the two communities.

The concept is one we support and encourage you to consider funding to the greatest extent possible.

Our experience with existing paths in Franklin County shows increasing use and wide acceptance of similar facilities.

Thank you for your consideration.

Respectfully,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whittemore
Member

Ken Hall
Member

cc: Town of Connell

FRANKLIN COUNTY

RESOLUTION NO. 88-53

WHEREAS, Current Expense fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road fund, and

WHEREAS, an interfund loan from the County Road fund to the Current Expense fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED the Franklin County Treasurer hereby extend the current interfund loan with the County Road fund in the amount of $200,000.00 for a period of thirty (30) days, to be repaid July 6, 1988, at an interest rate of 5.75% effective June 6, 1988.

Signed this the 8th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Ken Miller
Member

Bruce D Whitemarsh
Member

ATTEST:

Ida M Laughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 13, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. Mr. Mathews opened the meeting for the bid opening for the moving and laying foundation for the new dwelling in Chiawana Park. Two bids were received: Cope House Moving, Rt. 3, Box 3346, Kennewick - $13,391.99; Sanders Construction, 2702 W Imnaha, Kennewick - $12,666.50. Six hundred seventy dollars (cash) was presented with Cope House Moving bid for their bond and six hundred fifty dollars (cash) was presented with the Sanders Construction bid for their bond. Mr. Gilkeson advised that he would be able to review and have his recommendation to the Board by 4:00 p.m. today. With that Mr. Mathews continued the bid opening meeting until 4:00 p.m. Mr. Gilkeson responded (Exhibit A) to the problem concerning the hay haulers using Overton Road as access to farm ground west and north of the Clark subdivision area. It was the Board's view, at this time, the County was not in a position to do anything with this problem. Mr. Gilkeson received the revised Park Ordinance from Mr. Ellis. After the changes have been incorporated as suggested by Mr. Ellis, Mr.Gilkeson will have the ordinance ready for review June 20, 1988. Mr. Gilkeson discussed the cost of the new parking lot signs. The cost of nine signs would be $310 plus installation of $180.00. The Board felt this needed further investigating before obtaining the signs. They would discuss the matter again with the Building Superintendent and let Mr. Gilkeson know when he could proceed. Mr. Gilkeson advised that they will be putting bumpers around the holes in the parking lot behind Atomic Foods until a more permanent repair can be effected.

Mr. Dallas Young stopped by and expressed his opinion concerning the intersection of the northwest corner of Road 44 and Pearl. The hedges and trees were causing very poor visibility. Mr. Gilkeson would look into this matter. If the shrubs were on County property, they would remove them. If not, they would notify the property owner of the hazard created by the trees and bushes.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 13, 1988

11:00 a.m. Mr. Mathews opened the public hearing for the amendment to the SEPA requirements, Ordinance 13-84. Present: Mr. Mathews, Mr. Miller, Mr. Whitemarsh, Mr. Boothe and Diane McLaughlin. No public attended. The new amendment would revised the notification to the public for publishing Designated Non-Significant that do not require a public notice for the permit or approval to: notifying the paper as a news item and publishing in the Benton-Franklin Governmental Conference newspaper, posting the notice at the Franklin County Courthouse, and notifying Department of Ecology. Mr. Mathews read a letter received from Cheryl Probst, Franklin County Graphic editor, whereas she felt that the public would not be fully informed of any action if it is not posted on adjacent property and published in a widespread publication (BFGC is limited to members of the BFGC). The public has a right to expect to be fully informed of what is going on in their neighbor and the present standard is the only way to inform them. Mr. Miller asked Mr. Boothe why he would eliminate the posting, as he also felt the adjacent property owners should be notified. Mr. Boothe advised that it was time consuming and as yet he has had no calls on SEPA publication. Mr. Miller felt more time was needed to investigate the SEPA publication and the necessity of at least posting or notifying the adjacent property owners and made the motion to continue this meeting until June 20, 1988 at 11:00 a.m. Mr. Whitemarsh seconded. The Board unanimously approved the continuation of the meeting until June 20, 1988 at 11:00 a.m.

After careful consideration, the Board assigned the remaining small pickup to the Fire Marshall.

4:00 p.m. Mr. Gilkeson submitted his recommendation for the awarding of moving a house and the constructing of new foundation at Chiawana Park. Mr. Gilkeson recommended the award be given to the lowest bidder - Sanders House Moving & Excavation of Kennewick, Washington. Mr. Miller moved to accept the recommendation as presented; Mr. Whitemarsh seconded. The Board unanimously approved the awarding of the bid (Exhibit B).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 13, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Monday, June 20, 1988, as the Commissioners would be attending the Washington State Association of Counties Conference the remainder of this week..

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Matthews
Chairman

Bruce D Whitmash
Member

Ken Mills
Member

Attest:
D L McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

June 13, 1988
BG-88-69

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E. BAG
Franklin County Highway Department

RE: Overton Road R/W

Recently, the County has been contacted by a Mr. Victor Lentz concerning hay haulers using Overton Road as access to farm ground west and north of the Clark subdivision area. Glacier Park (BN subsidiary) has blocked access in certain areas thus forcing traffic down Overton Road. This has caused dusty conditions for those living on Overton Road. Mr. Lentz has asked that the road be blocked some way so that the hay haulers cannot use Overton Road. There are a number of old road right-of-ways in the area that the County has acquired through the years (see attached map). I have had discussions with Bud Ellis on the County's options in this matter. The following are how the problems could be handled.

1. The County could block Overton Road at the east end. This would not allow through access from the north.

2. Construct the section of Overton Road that is within the County. This would have to be by RID. Cost would roughly be $65,000.

3. The County could vacate sections of right-of-ways in the area. This would permit whoever owns the property to control the access.

There are probably other options the County could pursue. At present, we do not have a policy on how to handle the access problem in the Overton Road/Clark Road areas. I would suggest that the Board have a public hearing on the matter so as to give both landowners and road users a chance for input into the decision.

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

June 13, 1988
BG-88-71

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

SUBJECT: Moving House and Constructing New Foundation

We recommend that the Moving House and Constructing New Foundation contract be awarded to Sanders House Moving and Excavation of Kennewick, Washington.

Their bid of $12,666.50 was the lowest bid received.

Recommended:
Bruce A. Gilkeson, P.E.
County Engineer

Approved: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

BAG/ler

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 20, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Moses Jacobs. Mr. Jacobs dropped off the remodeling contract for the Benton-Franklin Health Building. These contracts would be sent to the Prosecutor's office for review.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Planner. Mr. Gilkeson presented vouchers for approval as follows: County Road - $116,017.65 and MV & Public works - $10,884.34. Mr. Gilkeson gave each Commissioner a preliminary bridge rating report. Currently two-thirds of the bridges have been done this year and the project should come in under budget. It appears there might be some bridges that cannot take overloads. A completed report should be available soon. Mr. Gilkeson will look into the availability of state funds to improve bridges to meet overloads.

Mr. Ellis and Mr. Gilkeson advised the Commissioners that the Park Ordinance is ready for rewrite. However, the notification sent to the legal paper was not sufficient. Another notification will be hand delivered to the Franklin County Graphic for publication June 23 and 30 for a public hearing on July 6th at 2:00 p.m. in the Commissioners office. R.C.W. 65.16.160 states the proper format for legal notifies.

The Board reviewed and signed joint letters to Mr. Ed Alden, Attorney at Law, and Mr. Joseph E. McGough, Attorney at Law, notifying them of the termination of the Counties' agreement for representation of indigent individuals in juvenile court (Exhibit A). Termination is the result of their failure to provide evidence of errors and omissions insurance. Franklin County Commissioners had received a letter from Mr. McGough tendered his resignation (Exhibit B).

11:13 a.m. Mr. Mathews convened the continuation of the SEPA Amendment Hearing. All three Commissioners were present. No public in attendance. Mr. Boothe reviewed what the amendment would amend the public notification for DNS under WAC 197-11-340(2)

or a DS under WAC 197-11-360(3) to notifying the news media; publishing the notice in the newsletter published by the Benton-Franklin Governmental Conference; posting in the Franklin County Courthouse; and notice to the Department of Ecology. He has added to the amendment "notification to adjacent property owners"--as presented at the public hearing on June 13, 1988. With the addition of this notification, Mr. Miller made the motion to adopt the ordinance as presented by Mr. Boothe. Mr. Whitemarsh seconded. The Board unanimously adopted Ordinance Number 4-88, Amendment to Ordinance Number 13-84 Section 1 and Section 2 Chapter 5 - Notification to Public (Exhibit C).

Mr. Mathews, as chairman, signed the authorization for bond issuance and preparation for the remodeling of the building leased to Benton-Franklin Health District.

2:55 p.m. The Board met with Valoria Loveland, Franklin County Treasurer. Mrs. Loveland presented the need for the authorization and issuance of bonds in the amount of $125,000 for the remodeling of the building located at 1218 North Fourth Street, Pasco, Washington leased to the Benton-Franklin Health District. Mr. Whitemarsh moved to adopt a resolution for the authorization and issuance of $125,000 bonds for the remodeling of the building. Mr. Miller seconded. Mr. Miller asked what would happen to any excess money. Mrs. Loveland advised that any excess money would remain with this account and be used toward paying off the loan. The Board unanimously adopted Resolution Number 88-54, ...Contracting indebtedness; providing for the issuance of $125,000 par value Limited Tax General Obligation Bonds, 1988, of the County for general county purposes to provide fund with which to pay the cost of remodeling a building owned by the County, fixing the date, form, maturities, interest rates, terms and covenants of the bonds; establishing a bond redemption fund and a construction funds; and approving the sale and providing for the delivery of the bonds to U. S. Bank of Washington, National Association, of Seattle, Washington (Exhibit D). Copies of the resolution and contracts will be kept in the Treasurer's office.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 20- 1988

The Board read and approved the Commissioners minutes for May 11, 16, 18 23, 25, 31, and June 1 and 20, 1988.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until June 22, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

Board of County Commissioners

BENTON COUNTY

P.O. BOX 190 PHONE (509) 786-5600 OR 783-1310 PROSSER, WASHINGTON 99350

Ray Isaacson
District #1

Robert J. Drake, Sr.
District #2

Ron Jones
District #3

June 13, 1988

Mr. Joseph E. McGough
Attorney at Law
P. O. Box 2408
Pasco, WA 99301

SUBJECT: Agreement for Legal Representation of Indigents in Juvenile Court

Dear Mr. McGough:

This letter serves as written notification from the Boards of Commissioners of Benton and Franklin Counties to terminate the counties' agreement with you for representation of indigent individuals in juvenile court.

This termination is the result of your having failed to comply with item #7 of the agreement in which you are required to submit evidence of errors and omissions insurance.

If you have any questions, please contact the Benton County Commissioners' office.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

R. E. Isaacson

Raymond E. Isaacson, Chair

Ron Jones, Member

Robert J. Drake

Robert J. Drake, Member

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Harold N. Mathews

Harold N. Mathews, Chair

Bruce D. Whitemarsh

Bruce D. Whitemarsh, Member

Ken Miller

Ken Miller, Member

dlh

cc Doug Loree, Juvenile Court Administrator
Jim Boldt, Superior Court Administrator
Defense Panel Attorneys

Board of County Commissioners

BENTON COUNTY

P.O. BOX 190 PHONE (509) 786-5600 OR 783-1310 PROSSER, WASHINGTON 99350

Ray Isaacson
District #1

Robert J. Drake, Sr.
District #2

Ron Jones
District #3

June 13, 1988

Mr. Ed Alden
Attorney at Law
3200 N. Johnson St., Suite 200
Kennewick, WA 99336

SUBJECT: Agreement for Legal Representation of Indigents in Juvenile Court

Dear Mr. Alden:

This letter serves as written notification from the Boards of Commissioners of Benton and Franklin Counties to terminate the counties' agreement with you for representation of indigent individuals in juvenile court.

This termination is the result of your having failed to comply with item #7 of the agreement in which you are required to submit evidence of errors and omissions insurance.

If you have any questions, please contact the Benton County Commissioners' office.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

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BOARD OF FRANKLIN COUNTY COMMISSIONERS

Harold N. Mathews

Harold N. Mathews, Chair

Bruce D. Whitemarsh

Bruce D. Whitemarsh, Member

Ken Miller

Ken Miller, Member

dlh

cc Doug Loree, Juvenile Court Administrator
Jim Boldt, Superior Court Administrator
Defense Panel Attorneys

JOSEPH E. McGOUGH
ATTORNEY AT LAW
609 WEST CLARK
P.O. BOX 2408
PASCO, WASHINGTON 99302

RECEIVED
JUN 20 1988
FRANKLIN COUNTY
COMMISSIONER

June 15, 1988

Board of County Commissioners
Franklin County
1016 N. 4th
Pasco, WA 99301

Re: Indigent Defense Contract

Gentlemen:

I have found myself unable, at this point, to obtain professional liability insurance coverage. While I continue to attempt to obtain coverage from a Seattle broker, I am not optimistic that it will be offered upon terms that I can afford. For this reason, I tender to you my resignation as of June 30, 1988. Should you wish me to continue to serve on the Juvenile Panel until a successor is smoothly found, I am willing to do so.

Very truly yours,

JOSEPH E. McGOUGH

JEM/pjc
cc: Defense Panel Members
Superior Court Judges
Commissioner John Carroll
Doug Loree

I wonder why—
What is your pleasure?

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

ORDINANCE NUMBER 4-88

AN ORDINANCE AMENDING SEPA REVIEW ORDINANCE NUMBER 13-84 - AN ORDINANCE ADOPTED PURSUANT TO THE STATE ENVIRONMENTAL POLICY ACT, AS AMENDED, RCW 43.21C.120 AND SEPA RULES, WAC 197-11-904, AND CONTAINING FRANKLIN COUNTY IN SEPA PROCEDURES AND POLICIES.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

SECTION 1

The Franklin County SEPA Review Ordinance Number 13-84, with an effective date of September 19, 1984, is amended to read as follows:

SECTION 2

Chapter 5.2(1) - COMMENTING - Public Notice - is amended to read as follows:

Section 5.2 - Public Notice

(1) Whenever Franklin County issues a DNS under WAC 197-11-340(2) or a DS under WAC 197-11-360(3) the county shall give public notice as follows:

(a) If public notice is required for a nonexempt license, the notice shall state whether a DS or DNS has been issued and when comments are due.

(b) If no public notice is required for the permit or approval, the county shall give notice of the DNS or DS by:

(i) ~~Posting the property, for site specific proposals;~~ Notifying the news media;

(ii) ~~Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located;~~ Publishing the notice in the newsletter published by the Benton-Franklin Governmental Conference;

Ordinance # 4-88
Page 2

(iii) Posting the notice in the Franklin County Courthouse;

(iv)~~(iii)~~ Department of Ecology, SEPA Register.

(v) Sending a copy of the notice to property owners adjacent to the proposed project.

(c) Whenever the county issues a DS under WAC 197-11-360(3), the county shall state the scoping procedure for the proposal in the DS as required in WAC 197-11-408 and in the public notice.

This ordinance amending SEPA Review Ordinance Number 13-84 shall be in force and take effect from and after the date of passage and adopted.

PASSED THIS 20th DAY OF June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Bruce D. Whitemash
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY, WASHINGTON

RESOLUTION NO. 88-54

A RESOLUTION of Franklin County, Washington, relating to contracting indebtedness; providing for the issuance of $125,000 par value Limited Tax General Obligation Bonds, 1988, of the County for general County purposes to provide funds with which to pay the cost of remodeling a building owned by the County; fixing the date, form, maturities, interest rates, terms and covenants of the bonds; establishing a bond redemption fund and a construction fund; and approving the sale and providing for the delivery of the bonds to U. S. Bank of Washington, National Association, of Seattle, Washington.

WHEREAS, Franklin County, Washington (the "County"), has agreed to lease to Benton-Franklin Health District (the "District") the building owned by the County located at 1218 North Fourth Street in Pasco, Washington, for use by the District in providing public health services; and

WHEREAS, the County is in need of remodeling that building at an estimated cost of $125,000, including the cost of issuance and sale of the bonds authorized herein, and the County does not have available sufficient funds to pay that cost; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON, as follows:

Section 1. Authorization of Bonds. The County shall borrow money on the credit of the County and issue negotiable limited tax general obligation bonds evidencing that indebtedness in the amount of $125,000 for general County purposes to provide the funds to pay the cost of remodeling a building owned

by the County for use by the District in providing public health services pursuant to a lease between the County and the District (the "Project") and to pay the costs of issuance and sale of the bonds (the "costs of issuance"). The general indebtedness to be incurred shall be within the limit of up to 3/4 of 1% of the value of the taxable property within the County permitted for general municipal purposes without a vote of the qualified voters therein.

Section 2. Description of Bonds. The bonds shall be called Limited Tax General Obligation Bonds, 1988, of the County (the "Bonds"); shall be in the aggregate principal amount of $125,000; shall be dated July 1, 1988; shall be in the denomination of $5,000 or any integral multiple thereof within a single maturity; shall be numbered separately in the manner and with any additional designation as the Franklin County Treasurer, who is appointed Bond Registrar, deems necessary for purposes of identification; shall bear interest at the rates set forth below (computed on the basis of a 360-day year of twelve 30-day months), payable on July 1, 1989, and semiannually thereafter on each succeeding January 1 and July 1; and shall bear interest at the rates and mature on July 1 in years and amounts as follows:

Maturity Years	Amounts	Interest Rates
1989	$10,000	5.75%
1990	10,000	6.10
1991	10,000	6.30
1992	10,000	6.60
1993	10,000	6.80
1994	15,000	7.00

Maturity Years	Amounts	Interest Rates
1995	$15,000	7.20%
1996	15,000	7.30
1997	15,000	7.40
1998	15,000	7.50

The life of the capital facility to be acquired and constructed with the proceeds of the Bonds exceeds ten years.

Section 3. Registration and Transfer of Bonds. The Bonds shall be issued only in registered form as to both principal and interest and recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the owner of each Bond and the principal amount and number of each of the Bonds held by each owner.

Bonds surrendered to the Bond Registrar may be exchanged for Bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the owner or transferee. The Bond Registrar shall not be obligated to exchange or transfer any Bond during the fifteen days preceding any principal payment or redemption date.

Section 4. Payment of Bonds. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be paid by checks or drafts mailed on the interest payment date to the

registered owners at the addresses appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the registered owners at the principal office of the Bond Registrar in Pasco, Washington.

Section 5. Optional Redemption and Open Market Purchase of Bonds. The Bonds shall be issued without the right or option of the County to redeem the Bonds prior to their stated maturity dates.

The County reserves the right and option to purchase any or all of the Bonds in the open market at any time at a price not in excess of par plus accrued interest to the date of purchase.

All Bonds purchased under this section shall be cancelled.

Section 6. Failure to Redeem Bonds. If any Bond is not redeemed when properly presented at its maturity date, the County shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the bond redemption fund hereinafter created and the Bond has been called for payment by giving notice of that call to the registered owner of each of those unpaid Bonds.

Section 7. Pledge of Taxes. For as long as any of the Bonds are outstanding, the County irrevocably pledges to include in its budget and levy taxes annually within the constitutional

and statutory tax limitations provided by law without a vote of the electors of the County on all of the taxable property within the County in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Bonds, and the full faith, credit and resources of the County are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 8. Form and Execution of Bonds. The Bonds shall be printed or lithographed on good bond paper in a form consistent with the provisions of this resolution and State law, shall be signed by the Chairman and Clerk of the Board of County Commissioners, either or both of whose signatures may be manual or in facsimile, and the seal of the Board of County Commissioners or a facsimile reproduction thereof shall be impressed or printed thereon.

Only Bonds bearing a Certificate of Authentication in the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution:

CERTIFICATE OF AUTHENTICATION

This bond is one of the fully registered Franklin County, Washington, Limited Tax General Obligation Bonds, 1988, described in the Bond Resolution.

_____
Franklin County Treasurer,
Bond Registrar

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered and are entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bonds ceases to be an officer of the County authorized to sign bonds before the Bonds bearing his or her facsimile signature are authenticated or delivered by the Bond Registrar or issued by the County, those Bonds nevertheless may be authenticated, delivered and issued and, when authenticated, issued and delivered, shall be as binding on the County as though that person had continued to be an officer of the County authorized to sign bonds. Any Bond also may be signed on behalf of the County by any person who, on the actual date of signing of the Bond, is an officer of the County authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bonds.

Section 9. Bond Registrar. The Bond Registrar shall keep, or cause to be kept, at her principal office, sufficient books for the registration and transfer of the Bonds which shall be open to inspection by the County at all times. The Bond Registrar is authorized, on behalf of the County, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this resolution, to serve as the County's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this resolution and

County Resolution No. 83-131 establishing a system of registration for the County's bonds and obligations.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bonds. The Bond Registrar may act as depository for and act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond owners.

Section 10. Preservation of Tax Exemption for Interest on Bonds. The County covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the County treated as proceeds of the Bonds at any time during the term of the Bonds which will cause interest on the Bonds to be included in gross income for federal income tax purposes. The County certifies that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

Section 11. Small Governmental Issuer Arbitrage Rebate Exemption and Designation of Bonds as "Qualified Tax-Exempt Obligations." The County finds and declares that (a) it is a duly organized and existing governmental unit of the State of Washington and has general taxing power; (b) no Bond which is part of this issue of Bonds is a "private activity bond" within

the meaning of Section 141 of the United States Internal Revenue Code of 1986, as amended (the "Code"); (c) at least 95% of the net proceeds of the Bonds will be used for local governmental activities of the County (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the County); (d) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the County and all entities subordinate to the County (including any entity which the County controls, which derives its authority to issue tax-exempt obligations from the County or which issues tax-exempt obligations on behalf of the County) during the calendar year in which the Bonds are issued is not reasonably expected to exceed $5,000,000; and (e) the amount of tax-exempt obligations, including the Bonds, designated by the County as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed $10,000,000. The County therefore certifies that the Bonds are eligible for the arbitrage rebate exemption under Section 148(f)(4)(C) of the Code and designates the Bonds as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

Section 12. Bonds Negotiable. The Bonds shall be negotiable instruments to the extent provided by RCW 62A.8-102 and 62A.8-105.

Section 13. Advance Refunding or Defeasance of the Bonds. The County may issue advance refunding bonds pursuant to the

laws of the State of Washington or use money available from any other lawful source to pay when due the principal of and interest on the Bonds, or any portion thereof included in a refunding or defeasance plan, and to redeem and retire, refund or defease all such then-outstanding Bonds (hereinafter collectively called the "defeased Bonds") and to pay the costs of the refunding or defeasance. If money and/or "government obligations" (as defined in Chapter 39.53 RCW, as now or hereafter amended) maturing at a time or times and bearing interest in amounts (together with money, if necessary) sufficient to redeem and retire, refund or defease the defeased Bonds in accordance with their terms are set aside in a special trust fund irrevocably pledged to that redemption and retirement of defeased Bonds (hereinafter called the "trust account"), then all right and interest of the owners of the defeased Bonds in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. The owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account. The defeased Bonds shall be deemed no longer outstanding, and the County may apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine.

Section 14. Bond Fund. There is created and established in the office of the County Treasurer a special fund designated as the Limited Tax General Obligation Bond Fund, 1988 (the "Bond

Fund"). Accrued interest on the Bonds, if any, received from the sale and delivery of the Bonds shall be paid into the Bond Fund. There also is created and established in the office of the County Treasurer a special fund designated as the Building Remodeling Fund, 1988 (the "Construction Fund"). The principal proceeds received from the sale and delivery of the Bonds shall be paid into the Construction Fund and used for the purposes specified in Section 1 of this resolution. Until needed to pay the costs of the Project and costs of issuance, the County may invest principal proceeds temporarily in any legal investment, and the investment earnings may be retained in the Construction Fund and be spent for the purposes of that fund. All taxes collected for and allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund.

Section 15. Approval of Bond Purchase Contract. U. S. Bank of Washington, National Association of Seattle, Washington, has presented a purchase contract dated June 20, 1988 (the "Purchase Contract"), to the County offering to purchase the Bonds under the terms and conditions provided in the Purchase Contract, which written Purchase Contract is on file with the Clerk of the Board of County Commissioners and is incorporated herein by this reference. The Board of County Commissioners finds that entering into the Purchase Contract is in the County's best interest and therefore accepts the offer contained therein and authorizes its execution by County officials.

The Bonds will be printed at County expense and will be delivered to the purchaser in accordance with the Purchase Contract, with the approving legal opinion of Foster Pepper & Shefelman, municipal bond counsel of Seattle, Washington, regarding the Bonds printed on each Bond. Bond counsel shall not be required to review and shall express no opinion concerning the completeness or accuracy of any official statement, offering circular or other sales material issued or used in connection with the Bonds, and bond counsel's opinion shall so state.

The proper County officials are authorized and directed to do everything necessary for the prompt delivery of the Bonds to the purchaser and for the proper application and use of the proceeds of the sale thereof.

Section 16. Temporary Bond. Pending the printing, execution and delivery to the purchaser of definitive Bonds, the County may cause to be executed and delivered to the purchaser a single temporary Bond in the total principal amount of the Bonds. The temporary Bond shall bear the same date of issuance, interest rates, principal payment dates and terms and covenants as the definitive Bonds, shall be issued as a fully registered Bond in the name of the purchaser, and otherwise shall be in a form acceptable to the purchaser. The temporary Bond shall be exchanged for definitive Bonds as soon as they are printed, executed and available for delivery.

ADOPTED by the Board of County Commissioners of Franklin

County, Washington, at a regular open public meeting thereof, this 20th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Matthews
Chairman and Commissioner

Bruce D. Whitemarsh
Commissioner

Ken Miller
Commissioner

ATTEST:

DD McLaughlin
Clerk of the Board

0819f

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 22, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board signed the contracts with Sanders Construction for the laying of the foundation and the moving of the new dwelling for Chiawana Park. This contract can be found in the Engineer's office.

10:01 a.m. Mr. Mathews convened the public hearing on the Six-Year Transportation Improvement Program. All three commissioners were present. Mr. Gilkeson presented the revenues and the expenditures expected during the next six years and reviewed the new state form those present (Exhibit A). Mr. Miller asked why Foster Wells had been removed from the unfunded area. Mr. Gilkeson did not know, but would add that area of east of Block 17. Mr. Mel McInturf requested that the 1-1/2 mile stretch on Ringold River Road that is not blacktop be given consideration. This is the only stretch that is not blacktop and it has caused considerable damage to his cherries. There as been another large cherry orchard planted and they will also have the problem with bruising of the cherries. Mr. McInturf advised that he estimates that out of 325 tons of cherries he has a 5% damage due to bruising. He has his employees (26 people) verify that the cherries are not bruised at the orchard; therefore, it has to be done during shipment. Also the dust has a great impact on Rainier cherries; it will cause spots on the cherries reducing their value. Mr. Cox expressed his need for an extension of Commercial Ave (Pasco). He is developing a processing plant and needs this access. The Board agreed with him and requested that Mr. Cox's request also be added to the unfunded area. Mr. Miller made the motion to continue the hearing for further investigation and the changes that have been suggested incorporated into the plan. Mr. Whitemarsh seconded. The Board unanimously voted to continue the hearing to Monday, June 27, 1988 at 10:00 a.m.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 22, 1988

Mr. Miller had at 10:15 a.m. made the announcement that no more bids would be received on the Utility Truck that was scheduled to be opened at 10:15 a.m.

11:08 a.m. Mr. Mathews convened the bid opening meeting. All three commissioners were present. Mr. Eberlt was present for McCurley Chevrolet. Mr. Eberlt advised that his bid was not up to spec since his cut off date for medium size trucks was last week. Two bids were received: McCurley Chevrolet - $35,299 - 1988 Truck; Sallee Chevrolet - $30,892.17. Mr. Gilkeson will review both bids and give his recommendation to the Board Wednesday, June 29, 1988 at 10:30 a.m. Mr. Mathews closed the bid opening meeting.

11:20 a.m. The Board met with Robert Boothe, Franklin County Planner. He has received additional information on the Hazardous Waste Zoning and will review it before discussing with the Board. He advised preliminary work had started on the Household Hazardous Waste Amnesty Day; however, more work is needed before it can be put in final form.

The Board received the electric utility sales by Franklin County PUD within the city limits in 1987 figures: Pasco - $7,086,794.26; Connell - $1,868,698.33; Kahlotus - $71,321.60.

The Board unanimously approved the City of Pasco's Mayor's appointment to the Senior Citizens Advisory Board:

Betty Hoover, Resident Manager Tri-Cities Retirement Inn 2000 N 22nd Pasco, WA	Term Expires June 16, 1991 Replacing Joe Balthazor
Roy Plockelman 1121 Bonneville St. Pasco, WA	Term Expires June 16, 1991 Replacing Rhodes Moller
Luzell Johnson 915 S. Lindsey Pasco, WA	Term Expires June 16, 1991 Re-appointment
Bill Farrens 2108 N. 18th Pasco, WA	Term Expires June 16, 1991 Re-appointment

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 22, 1988

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 23805-24276, Both Inclusive	- $309,011.49
COUNTY ROAD	-	Warrant Numbers 7401-7560, Both Inclusive	- 184,465.27
EQUIPMENT RENTAL	-	Warrant Numbers 4540-4609, Both Inclusive	- 23,965.07
LAW LIBRARY	-	Warrant Numbers 227-240, Both Inclusive	- 5,221.94
SHERIFF's NARCOT	-	Warrant Numbers 71-73	- 994.06
JAIL COMMISSARY	-	Warrant Numbers 195-202, Both Inclusive	- 2,791.49
CAPITAL OUTLAY	-	Warrant Numbers 70-71, Both Inclusive	- 5,326.15
TRT (SWAT)	-	None	
PA CRIME VICTIMS/	-	Warrant Numbers 54-55, Both Inclusive	- 139.36
K-9 SHERIFFS/MISC	-	Warrant Number 2	- 357.30
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	Warrant Number 12	- 6,471.93
PUBLIC HOSPITAL	-	Warrant Numbers 1912-1954, Both Inclusive	- 17,109.95
CENTENNIAL			
LICENSE PLATES	-	Warrant Numbers 21-22, Both Inclusive	- 2,180.53
CEMETERY #1	-	None	
CEMETERY #2	-	Warrant Numbers 193-198, Both Inclusive	- 2,140.34

A correction to the Commissioner's Proceedings for June 6, 1988. Warrant Numbers for SHERIFF'S NARCOT should have read Warrant Numbers 67-70, Both Inclusive, $1,626.15.

The Board reviewed and signed Commissioner's Proceedings for June 6, 8, and 13, 1988.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until June 27, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY HIGHWAY DEPARTMENT

Pasco, Washington 99301

RECOMMENDED
1989 - 1994

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Prepared By:

Bruce A. Gilkeson, P.E.
County Engineer

Program prepared in accordance with the laws of the State of Washington: R.C.W. 36.81.130 and W.A.C. 136-16

FRANKLIN COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
1989-1994
Financial Projections
(1989 Constant Dollars)

ANTICIPATED REVENUE:		
Gas Tax		$ 10,224,000
Property Tax		7,924,000
Federal Aid (Transportation Act)		2,277,000
Other		390,000
State Grants (RAP, UAB)		2,381,000
Road Improvement District		318,000
Carryover Projects		200,000
Estimated Total Revenue		23,714,000
ANTICIPATED EXPENDITURES:		
Administration		$ 2,450,000
Maintenance (2%)		15,380,000
Columbia Basin Bonds		159,000
Public Works Trust Fund Repayment		144,000
Construction*		
Federal Aid (Includes Local, RAP, UAB)	$ 2,788,000	
County Funded	48,000	
State Grants (Includes Local Match)	2,485,000	
RID Funded	260,000	
	5,581,000	5,581,000
		23,714,000

EXHIBIT A

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 1989 TO 1994

FRANKLIN COUNTY HWY DEPT — HEARING DATE :
ADOPTION DATE:
COUNTY NO: 11 — RESOLUTION NO:

PRIORITY	FUNC TLAS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJ ROAD	CAR	FUND	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-------FUNDS------- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
1	07 01400	BURR CANYON CATTLE UNDERPASS MP 2.36 TO MP 2.55 RECONSTRUCT, WIDEN, AND SURFACE EXISTING ROAD. REPLACE EXISTING CATTLE UNDERPASS.	.19	4	X	F	100				100	17		83	P E R/W CON F.A. PROJ NO. RS -C115-___ TOT	83 83	0
							WORK CODES: ABCK UTIL CODES: TP										
2	08 04450	MOUNTAIN VISTA ROAD PHASE 5 MP 3.77 TO MP 4.80 RECONSTRUCT AND SURFACE	1.03	4		P	225				225	45	180		P E R/W CON F.A. PROJ NO. - -___ TOT	0	0
							WORK CODES: ABCK UTIL CODES: TP										
3	07 01400	BURR CANYON ROAD MP 0.97 TO MP 2.36 RECONSTRUCT AND SURFACE	1.39			P	350				350	2	252	96	P E R/W CON F.A. PROJ NO. RS -C115-___ TOT	17 13 66 96	0
							WORK CODES: ABCK UTIL CODES: TP										
4	08 05840	KLAMATH ROAD MP 4.86 TO MP 5.86 RECONSTRUCT AND SURFACE	1.00			P	30	300			330	66	264		P E R/W CON F.A. PROJ NO. - -___ TOT	0	0
							WORK CODES: ABCK UTIL CODES: TP										
5	14 10000	ROAD 68 MP 1.35 TO MP 1.65 RECONSTRUCT AND REPLACE BRIDGE	.30			P	50	180			230	0	184	46	P E R/W CON F.A. PROJ NO. M -3515-___ TOT	0	0
							WORK CODES: ABDL UTIL CODES: TPGC										
6	07 06080	R-170 ROAD MP 0.00 TO MP 3.00 RECONSTRUCT TO ALL-WEATHER STANDARDS	3.00	4		P	40	698			738	10	113	615	P E R/W CON F.A. PROJ NO. RS -N110-___ TOT	0	0
							WORK CODES: ABDK UTIL CODES: TP										
7	11600	ROAD 100 MP 2.00 TO MP 3.00 CONSTRUCT NEW ROAD	1.00	1		P		260			260	260			P E R/W CON F.A. PROJ NO. - -___ TOT	0	0
							WORK CODES: ABDK UTIL CODES: TPG										

PRIOR TY	FUNC CL	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR RY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
8	08	04450 MOUNTAIN VISTA ROAD PHASE 6 MP 1.11 TO MP 3.77 RECONSTRUCT AND HARD SURFACE	2.66	4		P			500		500	100		400	P E R/W CON		
						WORK CODES: ABCK UTIL CODES: TP						F.A. PROJ NO. - -			TOT	0	0
9	16	12000 SYLVESTER STREET MP 3.49 TO MP 4.00 RECONSTRUCT AND WIDEN	.51	2		P			400		400	80		320	P E R/W CON		
						WORK CODES: ABCK UTIL CODES: TPGC						F.A. PROJ NO. - -			TOT	0	0
10	16	11200 ROAD 60 MP 0.00 TO MP 0.44 RECONSTRUCT AND WIDEN	.44	2		P			400		400	80		320	P E R/W CON		
						WORK CODES: ABCK UTIL CODES: TPGC						F.A. PROJ NO. - -			TOT	0	0
11	07	06080 R-170 ROAD MP 3.00 TO MP 6.39 RECONSTRUCT TO ALL-WEATHER STANDARD	3.39	4		P			750		750	25	100	625	P E R/W CON		
						WORK CODES: ABD UTIL CODES: TP						F.A. PROJ NO. RS -N110-			TOT	0	0
12	07	06080 R-170 ROAD: BASIN CITY MP 6.39 TO MP 7.36 WIDEN AND CHANNELIZATION	.97	4		P			350		350	58		292	P E R/W CON		
						WORK CODES: ABDF UTIL CODES: TP						F.A. PROJ NO. - -			TOT	0	0
13	07	05060 RINGOLD ROAD MP 0.00 TO MP 3.02 RECONSTRUCT	3.02	4		P			400		400	80		320	P E R/W CON		
						WORK CODES: ABCF UTIL CODES: TP						F.A. PROJ NO. - -			TOT	0	0
14	07	09010 GLADE NORTH ROAD MP 11.59 TO MP 12.93 RECONSTRUCT FIR HILL	1.34	4		P			500		500	5	85	410	P E R/W CON		
						WORK CODES: ABCL UTIL CODES: TP						F.A. PROJ NO. - -			TOT	0	0

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR	FUND CODE	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
15		BIKE TRAIL COUNTYWIDE				P	8	8	16	16	48	48			P E R/W CON TOT	0 0
						WORK CODES: N UTIL CODES:							F.A. PROJ NO. - -			
101	01	01470 DEVILS CANYON ROAD MP 7.35 TO MP 8.10 RECONSTRUCT ROAD	.75	4		U			275		275	55	220		P E R/W CON TOT	0 0
						WORK CODES: ABCK UTIL CODES: TP							F.A. PROJ NO. - -			
102	08	02070 MOON ROAD MP 1.75 TO MP 3.19 RECONSTRUCT R/R CROSSING	1.44	4		U			350		350	70	280		P E R/W CON TOT	0 0
						WORK CODES: ABCK UTIL CODES: TP							F.A. PROJ NO. - -			
103	07	08070 PASCO-KAHLOTUS ROAD MP 25.00 TO MP 28.00 RECONSTRUCT VAN HOLLENBECK CURVES	3.00	4		U			500		500	100	400		P E R/W CON TOT	0 0
						WORK CODES: ABCF UTIL CODES: TP							F.A. PROJ NO. - -			
104	08	09064 SELPH LANDING MP 2.85 TO MP 3.31 RECONSTRUCT ROAD AND RAILROAD CROSSINGS	.46	4		U			0		0	0			P E R/W CON TOT	0 0
						WORK CODES: ABC UTIL CODES:							F.A. PROJ NO. - -			
105	08	04453 MOUNTAIN VISTA MP 4.80 TO MP 1.11 RECONSTRUCT AND WIDEN - FILBERT TO HOLLINGSWORTH	3.69	4		U			0		0	0			P E R/W CON TOT	0 0
						WORK CODES: UTIL CODES:							F.A. PROJ NO. - -			
106		08074 PASCO-KAHLOTUS ROAD MP 25.0 TO MP 28.0 RECONSTRUCT TWO LANE ROAD - VAN HOLLENBECK CURVE	3.00	4		U			0		0	0			P E R/W CON TOT	0 0
						WORK CODES: ABC UTIL CODES:							F.A. PROJ NO. - -			

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR RDY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
107		05064 RINGOLD ROAD MP 0.00 TO MP 3.02 RECONSTRUCT TWO LANE ROAD - R-170 TO TAYLOR FLATS	3.02	4		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABC UTIL CODES:							F.A. PROJ NO. - -			
108		R-170 AND RINGOLD INTERSECTION CHANNELIZATION AND WIDENING OF INTERSECTION	.30			U					0	0			P E R/W CON TOT	0	0
							WORK CODES: UTIL CODES:							F.A. PROJ NO. - -			
109	16	11004 COURT STREET MP 4.34 TO MP 6.79 FAM 3524, RD 68 TO RD 100; RECONSTRUCT & WIDEN ROADWAY	2.45	4		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -			
110	17	11004 COURT STREET MP 6.8 TO MP 8.3 ROAD 100 TO PASCO CITY LINE; RECONSTRUCT AND WIDEN	1.50	2		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -			
111	17	11024 ROAD 52 MP 0.13 TO MP 1.65 SYLVESTER TO ARGENT; RECONSTRUCT ROADWAY; FAM 3517	1.52	4		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -			
112	17	12244 WERNETT ROAD MP 0.00 TO MP 3.00 ROAD 36 TO ROAD 84; RECONSRUCT ROADWAY FAM 3517	3.00	4		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -			
113	14	01004 ROAD 68 MP 0.37 TO MP 1.37 COURT TO ARGENT; RECONSTRUCT AND WIDEN ROADWAY	1.00	4		U					0	0			P E R/W CON TOT	0	0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -			

PRIOR TY	FUNC CC TL AS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR ROUTE	CAR RY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
114	07 09034	TAYLOR FLATS ROAD MP 13.31 TO MP 13.51 ELTOPIA RINGOLD INTERSECTION; CHANNELIZE INTERSECTION	.20	2		U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: ABDH UTIL CODES:																
115	09 10753	FANNING ROAD MP 0.00 TO MP 1.62 ROAD 68 TO MCDONALD; CONSTRUCT LBST	1.62	5		U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: ABC UTIL CODES:																
116	09	BAXTER CANYON DOGWOOD TO COLUMBIA RIVER ROAD; CONSTRUCT NEW ROAD	2.25	1		U					0	0			P E R/W CON F.A. PROJ NO. - - TOT		0	0
		WORK CODES: AB UTIL CODES:																
117	07 04004	SAGEHILL ROAD MP 6.00 TO MP 7.00 RECONSTRUCT ROADWAY AND BRIDGE	1.00	4		U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: ABC UTIL CODES:																
118		TRAFFIC SAFETY PROJECTS COUNTYWIDE - SIGNS, SIGNALS, GUARDRAIL, MARKINGS		6		U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: GHI UTIL CODES:																
119	09	RYE GRASS COULEE RYE GRASS COULEE TO SR 395; CONSTRUCT NEW ROAD	4.00			U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: UTIL CODES:																
120	09 04204	BASIN HILL ROAD MP 0.00 TO MP 2.23 CONSTRUCT LBST - SAGEHILL TO WAHLUKE	2.23	5		U					0	0			P E R/W CON F.A. PROJ NO. - -___ TOT		0	0
		WORK CODES: ABC UTIL CODES:																

PRIOR TY	FUNC TL	AS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR BY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
121	07	09074	GLADE NORTH ROAD	.04	3		U					0	0			P E R/W CON		
			FAS A 111 - BRIDGE SAFETY IMPROVEMENT AND WIDENING				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
122	07	04004	SAGEHILL ROAD	.04	3		U					0	0			P E R/W CON		
			FAS A 111 - BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
123	07	09034	TAYLOR FLATS ROAD	.04	3		U					0	0			P E R/W CON		
			BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
124	09		SAGEMOOR ROAD	.04	3		U					0	0			P E R/W CON		
			BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
125	07	02304	PARADISE ROAD	.04	4		U					0	0			P E R/W CON		
			BRIDGE NO. 230-2.37; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
126	09	09803	FIR ROAD	.04	4		U					0	0			P E R/W CON		
			BRIDGE NO. 980-4.95; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0
127	09	09354	COTTONWOOD ROAD	.04	4		U					0	0			P E R/W CON		
			BRIDGE NO. 935-0.77; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:								F.A. PROJ NO. - -___	TOT	0	0

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR RDWY	FUNDING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN	1ST YEAR	2ND -6TH YEAR
128	09	06704 RUSSELL ROAD	.04	4		U					0	0			P E R/W CON		
		BRIDGE NO. 670-5.54; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0	0
129	09	06364 IRONWOOD ROAD	.20	4		U					0	0			P E R/W CON		
		BRIDGE NO. 636-5.54; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0	0
130	09	02304 PARADISE ROAD	.20	4		U					0	0			P E R/W CON		
		BRIDGE NO. 230-3.47; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0	0
131	07	01040 BURR CANYON ROAD MP 1.00 TO MP 2.51 RECONSTRUCT AND SURFACE	1.51	4		U					0	0			P E R/W CON		
						WORK CODES: ABC UTIL CODES:						F.A. PROJ NO. - -___			TOT	0	0

SUMMARY OF COSTS BY FUNDING CATEGORY	EXPENDITURE PLAN		FUNDING PLAN		FEDERAL OBLIGATION PLAN			
FUNDED PROJECTS	1st Year	100	Local	17		1st Year	Rem Years	All Years
	2nd Year	0	RAP	0	P E	0	0	0
	3-4 Year	0	UAB	0	R/W	0	0	0
	5-6 Year	0	Fed.	83	CONST	83	0	83
Totals ...		100		100		83	0	83
UNFUNDED PROJECTS (Proposed And Unknown)	1st Year	613	Local	1084		1st Year	Rem Years	All Years
	2nd Year	398	RAP	2614	P E	17	0	17
	3-4 Year	2729	UAB	824	R/W	13	0	13
	5-6 Year	2866	Fed.	2084	CONST	66	0	66
Totals ...		6606		6606		96	0	96
TOTAL ALL PROJECTS	1st Year	713	Local	1101		1st Year	Rem Years	All Years
	2nd Year	398	RAP	2614	P E	17	0	17
	3-4 Year	2729	UAB	824	R/W	13	0	13
	5-6 Year	2866	Fed.	2167	CONST	149	0	149
Totals ...		6706		6706		179	0	179

INSTRUCTIONS FOR PREPARING SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

NOTE: This form is set up in "Pica" typewriter format (10 characters per inch) for coding computer input. Computer space for the description of work is limited so brevity is encouraged.

A. A planning obligation program indicating the allocation of funds to major phases of project development, i.e. preliminary engineering, right-of-way and construction. Show the funding amount for the entire phase or phases in the expected year of expenditure even though the expenditure of funds may take place over several years.

B. Include all proposed projects regardless of location or source of funds, however, urban and rural arterial trust fund projects need to be included only in six-year transportation improvement programs beginning in odd numbered years.

C. Show the amount of Federal funds to be obligated in the appropriate column of the Federal Obligation Plan.

D. Complete the form for the six-year program in accordance with the following instructions:

HEADING

City/County: ..... Enter name of local agency and appropriate county.
County Number: ..... Enter the O.F.M. assigned number in code blocks.
City Number: ..... Enter the O.F.M. assigned number in code blocks.
Hearing Date: ..... Enter the date of action by the City Council or County Legislative Authority.
Adoption: ..... Enter the date of action by the City Council or County Legislative Authority.
Resolution Number: ..... Enter City Council or Co. Legislative Auth. resolution number (if applicable).

COLUMN NO.

1 Functional Classification .... Enter the appropriate two digit code denoting the Federal Functional Classifications (Note: The Federal Functional Classifications shown on the official functional classification maps prepared by WSDOT.)

Rural (under 5,000) Code Block			Urban (Over 5,000) Code Block		
1	2	Description	1	2	Description
0	1	Principal Arterial—Interstate	1	1	Principal Arterial—Interstate Other Freeways
0	2	Principal Arterial—Other (State)	1	2	Principal Arterial—or Expressways
0	6	Minor Arterial	1	4	Principal Arterial—Other (FAM)
0	7	Major Collector (FAS)	1	6	Minor Arterial—(FAM)
0	8	Minor Collector	1	7	Collector-(FAM)
0	9	Local (Access)	1	9	Local—(Access)

(Note: If Rural or Urban Arterial Trust Funds (Col. 15) are to be used as funding source, the appropriate code number must be shown.)

2 Priority No. ..... Enter local agency project identifying numbers in priority order.

3 Project Identification..... Enter appropriate information noted.

4 Major Class of Work ..... Enter the appropriate code number(s).

1. New construction on new alignment
2. Major widening (additional lanes)
3. Minor widening (increase lane width, add shoulders)
4. Rehabilitation/reconstruction
5. Resurfacing
6. Traffic control
7. Capital purchases
8. Non capital improvements
9. Non motor vehicle use
10. Transit Capital Project
11. Transit Operating Project
12. Transit Planning Project

5 Work Codes ..... Enter appropriate code letter(s).

A. Grading
B. Draining
C. Light Bituminous Surface
D. A.C. or P.C.C. Pavement
E. Sealcoat
F. Curbs & Gutters
G. Sidewalks
H. Channelization
I. Signalization
J. Lighting
K. Signing
L. Bridge
M. Landscaping
N. Paths & Trails
O. Bikeways
P. Transit Facility
Q. Car/Van Pool Program
R. High Occupancy Vehicle Lanes
S. Surveillance Control & Driver Information
T. Ferry Facility
U. Project Studies

6 Total Length in Miles ..... Enter Length of project to nearest hundredth.

7 Carryover Project ..... Enter (x) if project is carried over from previous year. (Funds were planned for expenditure but were not expended during previous year.)

8 Funding Status ..... Use the funding code that best describes the likelihood of this project being constructed.

F. Funded
P. Proposed for Funding.
U. Funding is Unknown

9 thru 12 (1st, 2nd, 3rd, 4, 5 & 6th years)..... Enter the estimated project costs (in thousands of dollars) planned for expenditure in each year.

13 Total Funds ..... Enter total project cost. (This should equal Col. 9-12. It should also equal Col. 14-18.)

14 thru 18 Funding by Source ..... Enter the dollar amount (in thousands of dollars) planned to be programmed under the applicable funding source column in appropriate coding blocks. (The Federal programs require completion of Federal Obligation Plan, Columns 18 thru 20.)

17 Utility Codes ..... Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by proposed construction of the project.

C. Cable (TV)
G. Gas
P. Power
T. Telephone
S. Sewers (Other than Agency Owned)
O. Other

18 Federal Project No. .....A.(4) ..... Program=BROS, BRM, BRS, RS, M, HES, RRP, RRS, etc.
(XXXX-XXXX-XXX) .....B.(4) ..... Route=Federal Route Number.
(A - B - C) .....C.(3) ..... Sequence=Assigned at fund approval stage by State Aid.

19 & 20 Federal Funding Obligation .....P.E. = Enter the amount (in thousands of dollars) of the proposed Federal funds to be obligated in the appropriate column. (This item should not include any phases for which Federal funds have already been authorized.)
.....R/W = (Same as P.E.)
.....Const = (Same as P.E.)

JUN 3 0 1988

COOPERATIVE EXTENSION / FRANKLIN COUNTY
Washington State University

Courthouse, Pasco, Washington 99301 / 509-545-3511

Memorandum of Agreement

between

Washington State University Cooperative Extension

and

Franklin County

This agreement, made and entered into by and between Washington State University, an institution of higher education and an agency of the State of Washington, hereinafter referred to as "University," and Franklin County, hereinafter referred to as "County."

I. Background

The University, through Cooperative Extension, is building a satellite downlink system to provide information and informal education to the citizens of the State of Washington. This information would be available to the 39 County Cooperative Extension Offices throughout the state.

II. Under the terms of this agreement, the University agrees to provide the following:

A. Downlink equipment

B. VHS recorder/player

C. TV monitor

D. Necessary programming

III. Under terms of this agreement, the County agrees to provide the following:

A. A suitable site for the receptor dish.

B. A room for viewing. Suggested room requirements are:

1. Seating for 20 people.

2. Available between the hours of 7 a.m. and 10 p.m., Monday through Friday.

3. Additional hours for educational programming on a requested/reservation basis. This may include hours on Saturday and Sunday.

Cooperating agencies: Washington State University, U.S. Department of Agriculture, and Franklin County Cooperative Extension programs are available to all without discrimination.

C. Maintenance of equipment

1. County shall be responsible for repair and maintenance of the equipment.

2. County may elect to have a maintenance contract with outside vendor at the County's expense.

3. County may elect to have maintenance provided on an "on requested" basis at the County's expense.

IV. Washington State University and Franklin County jointly agree to the following:

A. The title to all equipment provided by the University vests with the University.

B. This Memorandum of Agreement may be modified by the parties when mutually agreed upon in writing.

C. This agreement becomes effective July 1, 1988, and shall continue until both parties agree in writing to terminate it.

D. In the event of termination, the University will have 120 days to remove the equipment.

WASHINGTON STATE UNIVERSITY

F. L. Poston 6/28/88
F. L. Poston, Director Date
BJ

D. J. Nordquist 6/28/88
D. J. Nordquist, Director Date
General Services

FRANKLIN COUNTY

Darrell Mathews 6/27/88
Commissioner Date

Bruce A. Whitemarsh 6/27/88
Commissioner Date

K. Brick 6/27/88
Commissioner Date

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 27, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Miller convened the continuation hearing on the Six-Year Road Improvement Program. No public in attendance. Mr. Gilkeson advised that he had made the additions as requested by the Board—adding unfunded project 132 - East Block - 17 Access Roads - Pasco-Kahlotus to Rye Grass Coulee. Mr. Miller made a motion to adopt the Six-Year Road Improvement Program as presented with this addition. Mr. Whitemarsh seconded. The Board unanimously adopted the Six-Year Road Improvement Program 1989-1994 in Resolution Number 88-55 (Exhibit A). Mr. Mathews closed the hearing.

Mr. Gilkeson advised that the caretaker's house had been moved to Chiawana Park. The contractor did incur some problems in moving the dwelling and would be responsible for any repairs. The foundation for this dwelling should be laid June 28, 1988. Also, he would like to advise the Board that the summer help through PIC was not working out. The work is not getting done in a timely manner. The Park Caretaker would be notifying PIC of this situation.

Mr. Gilkeson has been interviewing for the new road supervisor. It has been narrowed down to two; however, he needs to investigate further before making any decision.

Mr. Mathews asked Mr. Gilkeson about the need for Max's Nursery to obtain an access permit for Max's road on Road 68. Mr. Gilkeson advised that they have never had one, and since the road improvement in that area, it would be needed with the access being brought up to standard. However, this should be between the landowners (SRO) and the lessee (Max's Nursery) as to who should do this work.

The small pickup truck had been assigned to the Fire Marshall. Mr. Gilkeson wanted to stress that this truck has a life expectancy of eight years, and if the truck

is abused or worn out before that time, repairs/replacement would have to come out of the Fire Marshall's budget.

Mr. Mathews requested that Mr. Gilkeson proceed with obtaining four signs for the driveway in front of the Detention and Public Safety Building: two 30-minute parking and two no parking (unloading/emergency vehicles). The curve should be painted red for the no parking and yellow for the limited parking. Mr. Mathews also asked about repairing the parking lots. Mr. Gilkeson advised that his crews would not be available until August or September. Until they are available, better bumper fences would be placed around the holes.

10:30 a.m. Revision to Current Expense Budget Public Hearing - Diane McLaughlin advised the Board that there were not 10 days after the last publication of the hearing notice. The Board advised to note that the hearing will be continued until July 11, 1988 at 1:30 p.m. for more input from the public.

11:00 a.m. Mr. Mathews convened the conditional use permit application hearing for Western Tele-Communications, Inc. All three commissioners were present. Present for the public: Carol Dashiell, Arnold Hudlow and Steve Smersh. Mr. Mathews passed the meeting over to Mr. Boothe, Franklin County Planner. Mr. Boothe advised that the Planning Commission had approved a conditional use permit application by Western Tele-Communications, Inc. for the installation of a telephone relay facility on Reader Road with the condition that all plans for buildings be submitted to the Building Inspector. Mr. Mathews asked if there was any one opposed to this application. Mr. Arnold Hudlow, property owner west of proposed site, advised that he was opposed to the installation of this relay because Western Tele-Communication would not guarantee in writing that if they interfered with his television or CB radio reception they would pay for the moving of his satellite. He has received notification that there would be no interference, but the Company would not put in writing they would take care of any problems resulting from interference by this facility. Mr. Steve Smersh, representative of Western Tele-

communications, Inc., advised that it is not their policy to make this type of agreement. They would prefer that any complaints be handled through the FCC for negotiating since the FCC has all the necessary equipment and was designed to handle this. Mr. Smersh also advised that their engineers have studied the project and could not see any electrical problems resulting from this facility. They would also make sure the tower was not in direct line with Mr. Hudlow's reception. The Board felt that Mr. Hudlow should have some guarantee that if the facility is responsible for interference with his television and C.B. radio, Western Tele-Communication, Inc. should be responsible for moving his satellite so he can receive the same quality of transmission he is now receiving. Mr. Smersh advised that his company would probably pay for the moving but who is to say if they caused the problem? Mr. Whitemarsh moved that a condition be placed on the conditional use permit to the effect that Western Tele-communication would be responsible for contacting FCC upon receiving a grievance from residents. Western Tele-Communication would facilitate FCC to run a review as quickly as possible and pay for any mitigating costs. Mr. Smersh felt that the Board was asking for an open ended cost--he would like to see it limited to relocation of the antenna. Mr. Miller seconded the motion. Mr. Mathews continued the hearing until 2:00 p.m. so that a condition reflecting responsibility for interference/cost be drawn up before a decision is made.

11:37 a.m. Mr. Mathews convened the public hearing that was scheduled for 11:15 a.m. for an amendment to the Comprehensive Plan. All three Commissioners were present. Public present: Mrs. Carol Dashiell. Mr. Mathews passed the meeting to Mr. Boothe. Mr. Boothe advised that Mrs. Dashiell had contacted the Planning Commission regarding her plans to convert an existing structure on Glade North to a restaurant and selling antiques. It is an agriculture zone and there is no provision for conditional permits or rezoning in the Comprehensive Planning for that area other than strictly agriculture. At the time of the initial request we felt it was best to possibly look

into expanding the rural settlement classification at Merrils Corner which is at Glade and Eltopia West. So with that Mrs. Dashiell has submitted an application form, meetings were scheduled, and application investigated. This property is south of Merrils Corner or Glade North stretch to 1/2 mile of south of Fir Road, south of the bridge. After looking at and reading the comments from other departments, we felt it was not the best way to do it because of the site distance problems and it is not ideal for commercial at that location. So based on that the Planning Commission recommended denial of the plan change for the following reason: there has not been a change in conditions in the area to warrant the amendment; the comprehensive plan is not in error and should not be amended; would not be in the public interest to amend the plan; the area is not within an established fire district. At the same time, I recommended after looking into it in some more detail if this is going to be a thing out in the rural area to convert structures to rural restaurants or business that some development standards be looked at for inclusion into the zoning ordinance to handle these types of things. The Planning Department will effect some possible standards for possible amendment to the zoning ordinance to deal with rural business in an agriculture area. We have to be carefully from a legal point so that we are not getting into spot zoning. The Planning Commission has a draft of an amendment and would be looking at it, and if they want to proceed with it, they should forward it to the Board, but for now the plan change to incorporate 275 acres with that application be denied at this time. Mr. Whitemarsh asked if Mrs. Dashiell has been aware of this. Mrs. Dashiell was hoping that something be worked out. Mr. Miller ask exactly what were her plans. Mrs. Dashiell advised that they have a strawberry patch right along the grade and would like to promote their berries and turn it into a food service business, certified kitchen, serving things like strawberry pie, and this would go along with her home business of selling crafts so she would like to sell crafts. She would be looking at five days a week no breakfast, light lunches and dinners. Mr. Miller felt this is like the wineries. But Mr. Boothe advised

that she would be selling other things beside their strawberries. Mr. Mathews pointed out that if she was strictly working with strawberries during the season it would probably be okay but she is working year round with other items. Mr. Whitemarsh moved to uphold the recommendation of the Planning Commission. Mr. Miller seconded. The Board unanimously approved the recommendation of the Planning Commission by Resolution 88-56 (Exhibit B). Mr. Miller moved that the Planning Commission work up a mechanism to develope a mechanism to allow within our Comprehensive Plan these types of operations. Mr. Whitemarsh seconded. Mr. The Board unanimously approved a directive for the Planning Commission to work up a mechanism so these applications can be funnelled. Mr. Mathews closed the hearing.

Correction to the Commissioners Proceeding's for June 1, 1988—the Board approved the transfer of funds from account number 700 line item 49-002 in the amount of $13,000 to account number 700 line item 42-003 (postage) in the amount of $13,000.

The Board unanimously approved a memorandum of agreement with Washington State University for a satellite downlink system to provide information and informal education to the citizens of the State of Washington. The contract will be mailed back to Washington State University for their approval.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Current Expense, Warrant Number 24277, $499.50.

2:10 p.m. Mr. Mathews reconvened the continued hearing on the conditional use permit for Tele-Communications, Inc. for a telephone relay facilities on Reader Road. Mr. Whitemarsh read the condition: "As a condition of approval, Western Tele-Communications shall assure the adjacent residence (1051 Reader Road) their installation will not interfere with T.V. or C.B. reception. In the event interference occurs, Western Tele-Communications shall contact with Federal Communications Commission

(F.C.C.) for determination of the source, and if caused by Western Tele-Communications installation, they will cover the mitigating costs." Mr. Whitemarsh made the motion to approve the conditional use permit with the condition as presented; Mr. Miller seconded. Mr. Whitemarsh advised that Western Tele-Communication can do what they want at the beginning of installation. Mr. Smersh wanted to go on record "We would be willing to conduct a pretest of the existing signal and then take a look at the same signal after the construction of the tower and then if it's mutually agreed that there is no interference that we would hope there will be no continued obligation on the part of Western to have to move his antenna or that sort of thing. But then if there is an agreed upon interference between the two parties, Western & Hudlow, that we would then bear the cost to relocate his antenna to a position where the signal returns to as hopefully, as much signal quality as possible or acceptable and that after that no continued obligation is there. And, if there is a disagreement between the parties as to what the cause of interference is we have the FCC arbitrate and run a check pretty much the same as we normally would. This is the current position of the company and I think it is very fair." Mr. Mathews asked for any further discussion? any questions? There being none Mr. Mathews asked for a voted. The Board voted unanimously to approve the conditional use permit with the conditions as stipulated (Exhibit C). Mr. Mathews closed the hearing.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until June 29, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest: Debra McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-59

A RESOLUTION OF THE BOARD OF FRANKLIN COUNTY COMMISSIONERS, IN THE MATTER OF THE FRANKLIN COUNTY SIX-YEAR ROAD IMPROVEMENT PROGRAM - 1989-1994.

WHEREAS, pursuant to R.C.W. 36.82.121, the Board of Commissioners of Franklin County fully authorized a public hearing on the proposed Six-Year Road Improvement Program; and

WHEREAS, a public hearing was held Wednesday, June 22, 1988, to consider the Franklin County Engineer's proposed Six-Year Road Program for the receipt of information and comment regarding the proposed program, and said hearing being continued to June 27, 1988; and

WHEREAS, a priority array for Franklin County roads as adopted by Resolution 47-73, and a 1988 Bridge Condition Report were available and consulted during the preparation of the proposed program.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the Six-Year Road Program, 1989-1994 attached hereto, be adopted by the Board of County Commissioners of Franklin County at their regular meeting.

Signed this 27th day of June, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY HIGHWAY DEPARTMENT

Pasco, Washington 99301

RECOMMENDED
1989 - 1994

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Prepared By:

Bruce A. Gilkeson, P.E.
County Engineer

Program prepared in accordance with the laws of the State of Washington: R.C.W. 36.81.130 and W.A.C. 136-16

FRANKLIN COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
1989-1994
Financial Projections
(1989 Constant Dollars)

ANTICIPATED REVENUE:		
Gas Tax		$ 10,224,000
Property Tax		7,924,000
Federal Aid (Transportation Act)		2,277,000
Other		390,000
State Grants (RAP, UAB)		2,381,000
Road Improvement District		318,000
Carryover Projects		200,000
Estimated Total Revenue		23,714,000
ANTICIPATED EXPENDITURES:		
Administration		$ 2,450,000
Maintenance (2%)		15,380,000
Columbia Basin Bonds		159,000
Public Works Trust Fund Repayment		144,000
Construction*		
Federal Aid (Includes Local, RAP, UAB)	$ 2,788,000	
County Funded	48,000	
State Grants (Includes Local Match)	2,485,000	
RID Funded	260,000	
	5,581,000	5,581,000
		23,714,000

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 1989 TO 1994

FRANKLIN COUNTY HWY DEPT — HEARING DATE :
ADOPTION DATE:
COUNTY NO: 11 — RESOLUTION NO:

PRIORITY	FUNCC TL AS S	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR ROAD	CAR K	FUNDING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
.1	07 01400	BURR CANYON CATTLE UNDERPASS MP 2.36 TO MP 2.55 RECONSTRUCT, WIDEN, AND SURFACE EXISTING ROAD. REPLACE EXISTING CATTLE UNDERPASS.	.19	4	X	F	100				100	17		83	P E R/W CON TOT	83 83	0
							WORK CODES: ABCK UTIL CODES: TP					F.A. PROJ NO. RS -C115-___				
2	08 04450	MOUNTAIN VISTA ROAD PHASE 5 MP 3.77 TO MP 4.80 RECONSTRUCT AND SURFACE	1.03	4		P	225				225	45		180	P E R/W CON TOT	0	0
							WORK CODES: ABCK UTIL CODES: TP					F.A. PROJ NO. - -___				
3	07 01400	BURR CANYON ROAD MP 0.97 TO MP 2.36 RECONSTRUCT AND SURFACE	1.39			P	350				350	2	252	96	P E R/W CON TOT	17 13 66 96	0
							WORK CODES: ABCK UTIL CODES: TP					F.A. PROJ NO. RS -C115-___				
4	08 05840	KLAMATH ROAD MP 4.86 TO MP 5.86 RECONSTRUCT AND SURFACE	1.00			P	30	300			330	66	264		P E R/W CON TOT	0	0
							WORK CODES: ABCK UTIL CODES: TP					F.A. PROJ NO. - -___				
5	14 10000	ROAD 68 MP 1.35 TO MP 1.65 RECONSTRUCT AND REPLACE BRIDGE	.30			P	50	180			230	0	184	46	P E R/W CON TOT	0	0
							WORK CODES: ABDL UTIL CODES: TPGC					F.A. PROJ NO. M -3515-___				
6	07 06080	R-170 ROAD MP 0.00 TO MP 3.00 RECONSTRUCT TO ALL-WEATHER STANDARDS	3.00	4		P	40	698			738	10	113	615	P E R/W CON TOT	0	0
							WORK CODES: ABDK UTIL CODES: TP					F.A. PROJ NO. RS -N110-___				
7		11600 ROAD 100 MP 2.00 TO MP 3.00 CONSTRUCT NEW ROAD	1.00	1		P		260			260	260			P E R/W CON TOT	0	0
							WORK CODES: ABDK UTIL CODES: TPG					F.A. PROJ NO. - -___				

EXHIBIT A

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR ROUTE	CAR	FUND	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
8	08	04450 MOUNTAIN VISTA ROAD PHASE 6 MP 1.11 TO MP 3.77 RECONSTRUCT AND HARD SURFACE	2.66	4		P			500		500	100		400	P E R/W CON TOT	0	0
		WORK CODES: ABCK UTIL CODES: TP										F.A. PROJ NO. - -___				
9	16	12000 SYLVESTER STREET MP 3.49 TO MP 4.00 RECONSTRUCT AND WIDEN	.51	2		P			400		400	80		320	P E R/W CON TOT	0	0
		WORK CODES: ABCK UTIL CODES: TPGC										F.A. PROJ NO. - -___				
10	16	11200 ROAD 60 MP 0.00 TO MP 0.44 RECONSTRUCT AND WIDEN	.44	2		P			400		400	80		320	P E R/W CON TOT	0	0
		WORK CODES: ABCK UTIL CODES: TPGC										F.A. PROJ NO. - -___				
11	07	06080 R-170 ROAD MP 3.00 TO MP 6.39 RECONSTRUCT TO ALL-WEATHER STANDARD	3.39	4		P			750		750	25	100	625	P E R/W CON TOT	0	0
		WORK CODES: ABD UTIL CODES: TP										F.A. PROJ NO. RS -N110-___				
12	07	06080 R-170 ROAD: BASIN CITY MP 6.39 TO MP 7.36 WIDEN AND CHANNELIZATION	.97	4		P			350		350	58		292	P E R/W CON TOT	0	0
		WORK CODES: ABDF UTIL CODES: TP										F.A. PROJ NO. - -___				
13	07	05060 RINGOLD ROAD MP 0.00 TO MP 3.02 RECONSTRUCT	3.02	4		P			400		400	80		320	P E R/W CON TOT	0	0
		WORK CODES: ABCF UTIL CODES: TP										F.A. PROJ NO. - -___				
14	07	09010 GLADE NORTH ROAD MP 11.59 TO MP 12.93 RECONSTRUCT FIR HILL	1.34	4		P			500		500	5	85	410	P E R/W CON TOT	0	0
		WORK CODES: ABCL UTIL CODES: TP										F.A. PROJ NO. - -___				

EXHIBIT A

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 1989 TO 1994
FRANKLIN COUNTY HWY DEPT

PRIORITY	FUNCTL CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR BY	FUND IN	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
15		BIKE TRAIL COUNTYWIDE			P		8	8	16	16	48	48			P E R/W CON	
							WORK CODES: N UTIL CODES:								F.A. PROJ NO. - -___	
															TOT	0 0
101	01	01470 DEVILS CANYON ROAD MP 7.35 TO MP 8.10 RECONSTRUCT ROAD	.75	4	U				275		275	55	220		P E R/W CON	
							WORK CODES: ABCK UTIL CODES: TP								F.A. PROJ NO. - -___	
															TOT	0 0
102	08	02070 MOON ROAD MP 1.75 TO MP 3.19 RECONSTRUCT R/R CROSSING	1.44	4	U				350		350	70	280		P E R/W CON	
							WORK CODES: ABCK UTIL CODES: TP								F.A. PROJ NO. - -___	
															TOT	0 0
103	07	08070 PASCO-KAHLOTUS ROAD MP 25.00 TO MP 28.00 RECONSTRUCT VAN HOLLENBECK CURVES	3.00	4	U				500		500	100	400		P E R/W CON	
							WORK CODES: ABCF UTIL CODES: TP								F.A. PROJ NO. - -___	
															TOT	0 0
104	08	09064 SELPH LANDING MP 2.85 TO MP 3.31 RECONSTRUCT ROAD AND RAILROAD CROSSINGS	.46	4	U				250		250	250			P E R/W CON	
							WORK CODES: ABC UTIL CODES:								F.A. PROJ NO. - -___	
															TOT	0 0
105	08	04453 MOUNTAIN VISTA MP 3.77 TO MP 1.11 RECONSTRUCT AND WIDEN - FILBERT TO HOLLINGSWORTH	3.69	4	U				500		500	0	500		P E R/W CON	
							WORK CODES: UTIL CODES:								F.A. PROJ NO. - -___	
															TOT	0 0
106		08074 PASCO-KAHLOTUS ROAD MP 25.0 TO MP 28.0 RECONSTRUCT TWO LANE ROAD - VAN HOLLENBECK CURVE	3.00	4	U				500		500	500			P E R/W CON	
							WORK CODES: ABC UTIL CODES:								F.A. PROJ NO. - -___	
															TOT	0 0

EXHIBIT A

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 1989 TO 1994
FRANKLIN COUNTY HWY DEPT

PRIORITY	FUNCTL CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR RY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-----FUNDS----- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
107		05064 RINGOLD ROAD MP 0.00 TO MP 3.02 RECONSTRUCT TWO LANE ROAD - R-170 TO TAYLOR FLATS	3.02	4		U				400	400	400			P E R/W CON TOT	0 0
							WORK CODES: ABC UTIL CODES:							F.A. PROJ NO. - -___		
108		R-170 AND RINGOLD INTERSECTION CHANNELIZATION AND WIDENING OF INTERSECTION	.30			U				150	150	150			P E R/W CON TOT	0 0
							WORK CODES: UTIL CODES:							F.A. PROJ NO. - -___		
109	16	11004 COURT STREET MP 4.34 TO MP 6.79 FAM 3524, RD 68 TO RD 100; RECONSTRUCT & WIDEN ROADWAY	2.45	4		U				1200	1200	1200			P E R/W CON TOT	0 0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -___		
110	17	11004 COURT STREET MP 6.8 TO MP 8.3 ROAD 100 TO PASCO CITY LINE; RECONSTRUCT AND WIDEN	1.50	2		U				450	450	450			P E R/W CON TOT	0 0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -___		
111	17	11024 ROAD 52 MP 0.13 TO MP 1.65 SYLVESTER TO ARGENT; RECONSTRUCT ROADWAY; FAM 3517	1.52	4		U				350	350	350			P E R/W CON TOT	0 0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -___		
112	17	12244 WERNETT ROAD MP 0.00 TO MP 3.00 ROAD 36 TO ROAD 84; RECONSRUCT ROADWAY FAM 3517	3.00	4		U				750	750	750			P E R/W CON TOT	0 0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -___		
113	14	01004 ROAD 68 MP 0.37 TO MP 1.37 COURT TO ARGENT; RECONSTRUCT AND WIDEN ROADWAY	1.00	4		U				450	450	450			P E R/W CON TOT	0 0
							WORK CODES: ABDF UTIL CODES:							F.A. PROJ NO. - -___		

EXHIBIT A

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MARK	CAR	FUND	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
114	07	09034 TAYLOR FLATS ROAD MP 13.31 TO MP 13.51 ELTOPIA RINGOLD INTERSECTION; CHANNELIZE INTERSECTION	.20	2		U				150	150	150			P E R/W CON TOT	0 0
							WORK CODES: ABDH UTIL CODES:					F.A. PROJ NO. - -___				
115	09	10753 FANNING ROAD MP 0.00 TO MP 1.62 ROAD 68 TO MCDONALD; CONSTRUCT LBST	1.62	5		U				200	200	200			P E R/W CON TOT	0 0
							WORK CODES: ABC UTIL CODES:					F.A. PROJ NO. - -___				
116	09	BAXTER CANYON DOGWOOD TO COLUMBIA RIVER ROAD; CONSTRUCT NEW ROAD	2.25	1		U				750	750	750			P E R/W CON TOT	0 0
							WORK CODES: AB UTIL CODES:					F.A. PROJ NO. - -___				
117	07	04004 SAGEHILL ROAD MP 6.00 TO MP 7.00 RECONSTRUCT ROADWAY AND BRIDGE	1.00	4		U				500	500	500			P E R/W CON TOT	0 0
							WORK CODES: ABC UTIL CODES:					F.A. PROJ NO. - -___				
118		TRAFFIC SAFETY PROJECTS COUNTYWIDE - SIGNS, SIGNALS, GUARDRAIL, MARKINGS		6		U				200	200	200			P E R/W CON TOT	0 0
							WORK CODES: GHI UTIL CODES:					F.A. PROJ NO. - -___				
119	09	RYE GRASS COULEE RYE GRASS COULEE TO SR 395; CONSTRUCT NEW ROAD	4.00			U				1200	1200	1200			P E R/W CON TOT	0 0
							WORK CODES: UTIL CODES:					F.A. PROJ NO. - -___				
120	09	04204 BASIN HILL ROAD MP 0.00 TO MP 2.23 CONSTRUCT LBST - SAGEHILL TO WAHLUKE	2.23	5		U				2000	2000	2000			P E R/W CON TOT	0 0
							WORK CODES: ABC UTIL CODES:					F.A. PROJ NO. - -___				

PRIORITY	FUNCC	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CAR BY	FUNDING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	-FUNDS- TOT	LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
121	07 09074	GLADE NORTH ROAD	.04	3		U				150	150			150	P E R/W CON	
		FAS A 111 - BRIDGE SAFETY IMPROVEMENT AND WIDENING				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
122	07 04004	SAGEHILL ROAD	.04	3		U				150	150			150	P E R/W CON	
		FAS A 111 - BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
123	07 09034	TAYLOR FLATS ROAD	.04	3		U				150	150			150	P E R/W CON	
		BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
124	09	SAGEMOOR ROAD	.04	3		U				150	150			150	P E R/W CON	
		BRIDGE SAFETY IMPROVEMENTS AND WIDENING				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
125	07 02304	PARADISE ROAD	.04	4		U				150	150			150	P E R/W CON	
		BRIDGE NO. 230-2.37; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
126	09 09803	FIR ROAD	.04	4		U				250	250			250	P E R/W CON	
		BRIDGE NO. 980-4.95; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0
127	09 09354	COTTONWOOD ROAD	.04	4		U				200	200			200	P E R/W CON	
		BRIDGE NO. 935-0.77; RECONSTRUCT BRIDGE				WORK CODES: L UTIL CODES:					F.A. PROJ NO. - -___				TOT	0 0

PRIORITY	FUNC CLASS	PROJECT IDENTIFICATION /DESCRIPTION OF WORK	LENGTH	MAJOR WORK	CARRY	FUND ING	-PROJECT COSTS IN THOUSANDS OF DOLLARS- -EXPENDITURE PLAN- 1ST YEAR	2ND YEAR	3RD 4TH YEAR	5TH 6TH YEAR	TOT	-FUNDS- LOC AND OTH	RAP OR UAB	FED	FEDERAL OBLIGATION PLAN 1ST YEAR	2ND -6TH YEAR
128	09 06704	RUSSELL ROAD BRIDGE NO. 670-5.54; RECONSTRUCT BRIDGE	.04	4		U				250	250	250			P E R/W CON	
						WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0 0
129	09 06364	IRONWOOD ROAD BRIDGE NO. 636-5.54; RECONSTRUCT BRIDGE	.20	4		U				300	300	300			P E R/W CON	
						WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0 0
130	09 02304	PARADISE ROAD BRIDGE NO. 230-3.47; RECONSTRUCT BRIDGE	.20	4		U				150	150	150			P E R/W CON	
						WORK CODES: L UTIL CODES:						F.A. PROJ NO. - -___			TOT	0 0
131	07 01040	BURR CANYON ROAD MP 1.00 TO MP 2.51 RECONSTRUCT AND SURFACE	1.51	4		U				300	300	300			P E R/W CON	
						WORK CODES: ABC UTIL CODES:						F.A. PROJ NO. - -___			TOT	0 0
132	09	EAST BLOCK - 17 ACCESS ROADS PASCO-KAHLOTUS TO RYE GRASS COULEE	25.00	4		U				3750	3750	3750			P E R/W CON	
						WORK CODES: ABC UTIL CODES:						F.A. PROJ NO. - -___			TOT	0 0

EXHIBIT A

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 1989 TO 1994
FRANKLIN COUNTY HWY DEPT

SUMMARY OF COSTS BY FUNDING CATEGORY	EXPENDITURE PLAN		FUNDING PLAN		FEDERAL OBLIGATION PLAN			
FUNDED PROJECTS	1st Year	100	Local	17		1st Year	Rem Years	All Years
	2nd Year	0	RAP	0	P E	0	0	0
	3-4 Year	0	UAB	0	R/W	0	0	0
	5-6 Year	0	Fed.	83	CONST	83	0	83
Totals ...		100		100		83	0	83
UNFUNDED PROJECTS (Proposed and Unknown)	1st Year	613	Local	16534		1st Year	Rem Years	All Years
	2nd Year	398	RAP	3114	P E	17	0	17
	3-4 Year	2729	UAB	824	R/W	13	0	13
	5-6 Year	18816	Fed.	2084	CONST	66	0	66
Totals ...		22556		22556		96	0	96
TOTAL ALL PROJECTS	1st Year	713	Local	16551		1st Year	Rem Years	All Years
	2nd Year	398	RAP	3114	P E	17	0	17
	3-4 Year	2729	UAB	824	R/W	13	0	13
	5-6 Year	18816	Fed.	2167	CONST	149	0	149
Totals ...		22656		22656		179	0	179

EXHIBIT A

INSTRUCTIONS FOR PREPARING SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

NOTE: This form is set up in "Pica" typewriter format (10 characters per inch) for coding computer input. Computer space for the description of work is limited so brevity is encouraged.

A. A planning obligation program indicating the allocation of funds to major phases of project development; i.e. preliminary engineering, right-of-way and construction. Show the funding amount for the entire phase or phases in the expected year of expenditure even though the expenditure of funds may take place over several years.

B. Include all proposed projects regardless of location or source of funds, however, urban and rural arterial trust fund projects need to be included only in six-year transportation improvement programs beginning in odd numbered years.

C. Show the amount of Federal funds to be obligated in the appropriate column of the Federal Obligation Plan.

D. Complete the form for the six-year program in accordance with the following instructions:

HEADING

City/County: ..... Enter name of local agency and appropriate county.
County Number: ..... Enter the O.F.M. assigned number in code blocks.
City Number: ..... Enter the O.F.M. assigned number in code blocks.
Hearing Date: ..... Enter the date of action by the City Council or County Legislative Authority.
Adoption: ..... Enter the date of action by the City Council or County Legislative Authority.
Resolution Number: ..... Enter City Council or Co. Legislative Auth. resolution number (if applicable).

COLUMN NO.

1 — Functional Classification .... Enter the appropriate two digit code denoting the Federal Functional Classifications (Note: The Federal Functional Classifications shown on the official functional classification maps prepared by WSDOT.)

Rural (under 5,000) Code Block		Description	Urban (Over 5,000) Code Block		Description
1	2		1	2	
0	1	Principal Arterial—Interstate	1	1	Principal Arterial—Interstate Other Freeways
0	2	Principal Arterial—Other (State)	1	2	Principal Arterial—or Expressways
0	6	Minor Arterial	1	4	Principal Arterial—Other (FAM)
0	7	Major Collector (FAS)	1	6	Minor Arterial—(FAM)
0	8	Minor Collector	1	7	Collector-(FAM)
0	9	Local (Access)	1	9	Local—(Access)

(Note: If Rural or Urban Arterial Trust Funds (Col. 15) are to be used as funding source, the appropriate code number must be shown.)

2 — Priority No. ..... Enter local agency project identifying numbers in priority order.

3 — Project Identification ..... Enter appropriate information noted.

4 — Major Class of Work ..... Enter the appropriate code number(s).

1. New construction on new alignment
2. Major widening (additional lanes)
3. Minor widening (increase lane width, add shoulders)
4. Rehabilitation/reconstruction
5. Resurfacing
6. Traffic control
7. Capital purchases
8. Non capital improvements
9. Non motor vehicle use
10. Transit Capital Project
11. Transit Operating Project
12. Transit Planning Project

5 — Work Codes ..... Enter appropriate code letter(s).

A. Grading
B. Draining
C. Light Bituminous Surface
D. A.C. or P.C.C. Pavement
E. Sealcoat
F. Curbs & Gutters
G. Sidewalks
H. Channelization
I. Signalization
J. Lighting
K. Signing
L. Bridge
M. Landscaping
N. Paths & Trails
O. Bikeways
P. Transit Facility
Q. Car/Van Pool Program
R. High Occupancy Vehicle Lanes
S. Surveillance Control & Driver Information
T. Ferry Facility
U. Project Studies

6 — Total Length in Miles ..... Enter Length of project to nearest hundredth.

7 — Carryover Project ..... Enter (x) if project is carried over from previous year. (Funds were planned for expenditure but were not expended during previous year.)

8 — Funding Status ..... Use the funding code that best describes the likelihood of this project being constructed.

F. Funded
P. Proposed for Funding.
U. Funding is Unknown

9 thru 12 — (1st, 2nd, 3rd, 4, 5 & 6th years) ..... Enter the estimated project costs (in thousands of dollars) planned for expenditure in each year.

13 — Total Funds ..... Enter total project cost. (This should equal Col. 9-12. It should also equal Col. 14-16.)

14 thru 16 — Funding by Source ..... Enter the dollar amount (in thousands of dollars) planned to be programmed under the applicable funding source column in appropriate coding blocks. (The Federal programs require completion of Federal Obligation Plan, Columns 18 thru 20.)

17 — Utility Codes ..... Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by proposed construction of the project.

C. Cable (TV)
G. Gas
P. Power
T. Telephone
S. Sewers (Other than Agency Owned)
O. Other

18 — Federal Project No. .....A.(4) ..... Program=BROS, BRM, BRS, RS, M, HES, RRP, RRS, etc.
(xxxx-xxxx-xxx) .....B.(4) ..... Route=Federal Route Number.
(A - B - C) .....C.(3) ..... Sequence=Assigned at fund approval stage by State Aid.

19 & 20 — Federal Funding Obligation .....P.E. = Enter the amount (in thousands of dollars) of the proposed Federal funds to be obligated in the appropriate column. (This item should not include any phases for which Federal funds have already been authorized.)
.....R/W = (Same as P.E.)
.....Const = (Same as P.E.)

DOT 140.048 (BACK) GY A 250

RESOLUTION # 88-56

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON, IN THE MATTER OF COUNTY PLANNING:

RE: Amendment to Comprehensive Plan - Agricultural to Rural Settlement, File #CP 88-1 - Carol Dashiell, et al.

WHEREAS, on June 8, 1988, the Clerk of the Board did set a public hearing for June 27, 1988, to consider the recommendation of the Franklin County Planning Commission to review the application of Carol Dashiell, et al, and

WHEREAS, at the public hearing, the Board has found as follows:

1) Notice of public hearing was given in accordance with statute.
2) The Planning Commission, after public hearing and consideration on June 7, 1988, did recommend DENIAL of said application for the following reasons:
   a) There has not been a change in conditions in the area to warrant the amendment.
   b) The Comprehensive Plan is not in error and should not be amended.
   c) It would not be in the public interest to amend the plan.
   d) The area is not within an established fire district, and

WHEREAS, the public use and interest will be served by denying the above-mentioned application.

NOW, THEREFORE, BE IT RESOLVED, that the above-mentioned application be DENIED as recommended by the Planning Commission for the reasons listed above.

DATED AT PASCO, WASHINGTON ON THIS 27 **DAY OF** June, **19** 88

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce D Whitemarsh
Member

Attest:

D O McLaughlin
Clerk of the Board

Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-57

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING:

RE: Conditional Use Permit - File # CUP 88-3
Telephone Relay Facility - Western Tele-Communications, Inc.

WHEREAS, on June 8, 1988 (date), the Clerk of the Board did set a public hearing for June 27, 1988 (date), to consider the recommendations of the Franklin County Planning Commission to review the application of Western Tele-Communications, Inc, and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute;

2) The Planning Commission, after public hearing and consideration on June 7, 1988 (date), did recommend approval of said application;

3) The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

WHEREAS, the public use and interest will be served by approving the above-mentioned application.

NOW, THEREFORE, BE IT RESOLVED that the above-mentioned application be approved in accordance with the provisions of the Franklin County Zoning Ordinance and as recommended by the Planning Commission's attached Conditions of Approval.

DATED THIS 27th **DAY OF** June, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - Conditional Use Permit # CUP 88-3/4 - Telephone Relay Facility

1. The applicant submit plans to the Building Department for review and approval prior to the issuance of the building permit.

2. Western Tele-Communications shall assure the adjacent residence (1051 Reader Road) their installation will not interfer with T.V. or C.B. reception. In the event interference occurs, Western Tele-Communications shall contact the Federal Communications Commission (F.C.C.) for determination of the source, and if caused by Western Tele-Communications installation, they will cover the mitigating costs.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 29, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board unanimously approved Resolution 88-58, a letter of support for the construction of a new production reactor at Hanford or the conversion of the WNP-1 as a production reactor for nuclear weapons and associated nuclear materials (Exhibit A). This resolution was sent to the Franklin County Graphic and Tri-City Herald as news items and to Representatives Morrison and Foley and Senator Adams.

10:10 a.m. Mr. Mathews convened the public hearing for the Park Current Expense fund. All three commissioners were present. No public in attendance. An interfund loan from the Motor Vehicle and Public Works fund to the Park Current Expense fund for the purchasing, moving, and installation of a new Caretaker's dwelling at Chiawana Park had been reviewed and approved May 31st, 1988. Mr. Whitemarsh moved to approve the transfers of said funds; Mr. Miller seconded. The Board unanimously approved Resolution No. 88-59, An interfund loan from the Motor Vehicle and Public Works Fund to the Park Current Expense Fund in the amount of $17,000 to be repaid on five annual installments at an interest rate of 6% and rescinding Resolution No. 88-45 dated May 31st, 1988 (Exhibit B).

10:15 a.m. Mr. Mathews convened the meeting for the awarding of the bid on the new sign truck for the Highway Department. Mr. Gilkeson, Franklin County Engineer, presented his recommendation to the Board: reject both bids as both bids received were $10,000 to $15,000 higher than the estimated cost of $20,000. Mr. Miller moved to accept Mr.Gilkeson's recommendation; Mr. Whitemarsh seconded. The Board unanimously approved the recommendation of Mr. Gilkeson to reject both bids (Exhibit C). Mr. Gilkeson advised that they would look into recycling the box of the current truck and look into the possibility of using a small truck.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 29, 1988

Mr. Gilkeson advised the Board that the Auditor's office was now starting to charge for his recording fees (something that has not been done in the past). He has no problem with paying these charges; however, the Auditor's office is requesting cash payment. He does not keep cash on hand and would appreciate the Commissioners intervening to see if his department could be billed monthly for these fees. Mr. Mathews would check on this for him

The Board sent a letter to Gary Crutchfield, City Manager, City of Pasco, lending their support for a Mid-Columbia Wine Grape Growers Group (Exhibit D).

11:09 a.m. Mr. Mathews opened the public hearing scheduled for 11:00 a.m. on the adoption of the Hazardous Waste Zoning. All three commissioners were present. Public in attendance: Public attendance: Mr. Dave Piovesan, a member of the Planning Commission. Mr. Boothe advised this was to consider the recommendation of the Planning Commission on the proposed amendment to the zoning ordinance for hazardous waste treatment and storage facilities as a requirement under R.C.W.70.105.225. We have talked about this on numerous occasions regarding the grant. We have since received the grant which triggered us to proceed with the zoning ordinance. The Planning Commission reviewed the amendment on June 14, 1988 and recommended the amendment be denied based on the fact that the State siting criteria referenced has been repealed by the Department of Ecology; this is a legitimate reason for not continuing on with it. Their recommendations has been forwarded to the County Commissioners for your consideration At this particular time, I would recommend to the Board that the hearing just be tabled until such time as site criteria has been established. Mr. Mathews restated the position as tabling indefinitely until such time the Department of Ecology has all their rules and regulations, they are going to adopt, are adopted and amended so that we know exactly what we are signing off and being written. In the meantime I guess we should try to have some input in what they do. Mr. Boothe advised that he had talked

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 29, 1988

to the Grant Coordinator with Dept. of Ecology this morning and told her what had happened and she said that others are doing the same thing. He was advised to submit what has been done to date as far as vouching so we can get reimbursed for the amount we have spent. At the same time he will send a letter to the program coordinator and invoke option number 2 based on the siting criteria being repealed. Mr. Mathews asked if Mr. Piovesan had anything to add. Mr. Piovesan was very concerned about Section 240 of R.C.W.70.105 which has created a dictatorship in which the EPA can site any kind of facility in our county and grant a permit for it without our input in any way, shape or form. We are preemptive from any input in it. In other words they can state whatever criteria, if and when they do come up with criteria which was supposed to be done by December 31, 1986. They have in Section 240 of this R.C.W. flat out told us that they will issue the permits and designate the sites for storage and/or treatment facilities which also includes incinerations, landfills, and so forth without any consideration from local government. I feel that this is totally unacceptable because what is going to happen is the east side of the state is going to become the dumping ground for the west side. Mr. Mathews asked Bob if he read it the same way. Bob - yes they have the preemptive authority. The letter I am sending to the Department of ecology is asking that they not invoke their preemptive authority until such time as site criteria is decided. The Board felt that a letter should be sent stressing our concern about usurping the authority of the county legislative group or the people themselves and we feel the final siting is something that should be left in the hands of the local organization, the people themselves because they are the ones who have to live with. Mr. Booth was unable at this time to find the letter stating their authority to preempt the county's authority. Mr. Miller made a motion to table this amendment indefinitely; Mr. Whitemarsh seconded. The Board cast an unanimously ballot to table this until such time a decision has been made as to what rules we re going to play by

and are in place. Mr. Boothe requested to be kept up to date on what is going around. Mr. Piovesan has advised that his lobbying group will keep him informed of any changes of this R.C.W. and they would be attacking certain sections of this R.C.W. in January. He will keep them informed. Mr. Mathews receives printouts of the bills and things for hazardous waste. The Board would send a letter to the Association of Counties expressing their concern on this R.C.W. Mr. Boothe found his letter concerning the preemptive nature: "due to the controversial and regional nature of the facilities set forth in the proposal for the disposal and incineration of hazardous waste, facilities have had difficulties in obtaining necessary local approvals. Legislature finds there is a state-wide interest in ensuring that such facilities can be sited and, therefore, it is the intent of legislature to preempt local government to approve, deny and otherwise regulate disposal and incineration facilities invests in the Department of Ecology sole authority..."

The Board of Commissioners signed as the Board of Correction the total supplementals and cancellations during the months for the Treasurer: Cancelled: Real - $266,386.47, Personal - $53,195.81; Supplemented: Real $32,251.24, Personal $47,180.11.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Current Expense Warrant Numbers 24278-24435, both inclusive $38,357.78; Salary Clearing Warrant Numbers 1959-1994, both inclusive, $13470.30.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 29, 1988

The Board continued today's meeting to Thursday, June 30, 1988 to cover pending material.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce D Whitmarsh
Member

Ken Mills
Member

Attest:
Clerk of the Board

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

FRANKLIN COUNTY

RESOLUTION NUMBER 88-58

The U.S. Department of Energy and predecessor agencies and contractors have managed critical national defense missions at the Hanford Site for over 40 years. With our country's national security policy critically reliant upon the nuclear deterrent, the capability to produce nuclear weapons and associated nuclear materials is required.

The Franklin County Commissioners support a strong national defense and the continuation of Hanford's role in supporting national defense through the production of special nuclear materials to maintain the nuclear deterrent. If Congress deems that a new production reactor is necessary to maintain reliable sources of tritium and other special nuclear materials, we support the construction of a new production reactor at Hanford or the conversion of the 63 percent complete WNP-1 as a production reactor. It is understood that new defense facilities constructed at Hanford will continue to be operated in accordance with State and EPA standards so as not to adversely impact the agricultural industry or the health and safety of the citizens in the surrounding area.

Signed this 29th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whittemush
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-59

WHEREAS, the Park Current Expense fund is in need of funds to replace the park dwelling at Chiawana Park, and

WHEREAS, funds are available in the Equipment Reserve and Replacement Fund, and

WHEREAS, an interfund loan from the Equipment Reserve and Replacement Fund to the Park Current Expense Fund is necessary to replace the Park Caretaker's Dwelling. The existing Caretaker Dwelling is deteriorated beyond repair.

WHEREAS, the source of payment shall be from the Park Current Expense Budget to the Equipment Reserve and Replacement Fund commencing on the 1st day of May, 1989.

WHEREAS, a public hearing was held 10:10 a.m., Wednesday, June 29, 1988, and no public attended.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Franklin County Treasurer transfers $17,000.00 from the Equipment Reserve and Replacement Fund as an interfund loan to the Park Current Expense Fund for a period of five (5) years at an interest rate of 6% with a repayment schedule for one (1) payment per year for five (5) years; and

BE IT FURTHER RESOLVED this resolution rescinds Resolution No. 88-45 dated May 31st, 1988.

SIGNED this 29th day of June, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Member

Bruce D Whitmarsh
Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

June 29, 1988
BG-88-74

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Sign Truck Bid

We have reviewed the two bids received for the sign truck. The bids were $10,000 to $15,000 higher than the estimated cost of $20,000. We feel that further review of the type of truck is needed. I recommend that the County reject both bids and rebid at a future date.

RECOMMENDED: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

June 29, 1988

Mr. Gary Crutchfield
City Manager
City of Pasco
P. O. Box 293
Pasco, WA 99301

Dear Gary:

RE: MID COLUMBIA WINE GRAPE GROWERS GROUP

Our Board of Commissioners supports the Wine Grape Growers and their concept of a Bulk Winery.

We recognize the potential of a facility that could accommodate Premium Washington Wines and possible custom crushing and storage for growers.

Sincerely,

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold H. Mathews
Chairman

Bruce D. Whitenack
Member

K. Mills
Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for June 30, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Elected Officials to discuss the County's current financial situation. The County is currently $300,000 in debt. Mrs. Morrow, Assessor, advised that there will be a drop in the tax income in the amount of approximately $25,000. Mr. Whitemarsh presented to the Elected Officials a proposed Association of Counties Pooling for insurance. If all counties join as proposed, our initial investment would be $137,000 this year with a drop to approximately $86,323 next year. This would not give "tail" insurance with the current coverage. This pooling would allow each county to be involved in the settlement of claims. Mrs. Loveland mentioned that an insurance trust fund would be needed in current expense to settle settlements below the deductible of $5,000; attorney costs, etc. Mr. Whitemarsh advised that he would have further information on this plan by July 15, 1988. Mr. Mathews advised that the $50,000 contingency fund would be distributed as follows: $1,800 to BFGC for PIC disallowed costs (according to State the Counties are responsible for these disallowed costs); $5,000 for Clerk's publications; $15,000 for increase in judges salaries; $19,200 for indigent attorneys salary increase for both District and Superior Court; and $9,000 to the Juvenile Justice budget. Mrs. Loveland pointed out to get out from under the $300,000 it would require a 5% from the annual budget for every department. The Board will investigate what type of impact this would have on each department. Mrs. Cockrum and Mrs. Loveland brought up the fact that the Highway Department has an excess amount of cash and why couldn't the money be taken from that department. Mr. Miller was opposed to this since he feels that money has already been spent on road improvements in progress or scheduled. He didn't think it was fair to the people who have been paying road taxes and still do not have a county maintained road. They are paying this

money for a road and he felt it should be used for that purpose. Another suggestion was a one-year levy to cover operation and maintenance to pay off the $300,000. This will also be looked into. Mrs. Loveland advised that it would be a hard decision to choose the best means of handling the County's deficit; however, a decision needs to be made. The Board will look into each option presented and would schedule another meeting as soon as all options have been explored.

The Board made the following appointments to the Benton-Franklin-Walla Walla Private Industry Council:

Resolution No. 88-60 (Exhibit A) appointed Robert Davis, P. O. Box 626, Connell, Washington 99326 to the F-1 Position, representing Private Industry. Mr. Davis's term will be July 1, 1988 to June 30, 1988.

Resolution No. 88-61 (Exhibit B) appointed Robert Koenig, P. O. Box 844, Connell, Washington to Position F-3, representing Private Industry.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Wednesday, July 6, 1988. A meeting was not held on Monday, July 4, 1988 as it was a legal holiday nor Tuesday, July 5, 1988 as there was no immediate business pending.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-60

IN THE MATTER OF APPOINTMENTS RE: THE APPOINTMENT OF ROBERT DAVIS TO THE PRIVATE INDUSTRY COUNCIL

WHEREAS, a vacancy exists on the Benton-Franklin-Walla Walla Private Industry Council, Position F-1, representing Private Industry; and

WHEREAS, Robert Davis, P. O. Box 626, Connell, WA 99326, expressed an interest in serving as a member of the PIC and has submitted an application with an endorsement form the Connell Chamber of Commerce; and

WHEREAS, the Board of Franklin County Commissioners finds the application of Robert Davis to be in order;

NOW THEREFORE, BE IT RESOLVED that Robert Davis is hereby appointed to fill F-1 vacancy on the Benton-Franklin-Walla Walla Private Industry Council with said term being July 1, 1988 to June 30, 1990.

Dated this 30th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Member

Bruce D Whitemarsh
Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-61

IN THE MATTER OF APPOINTMENTS RE: THE APPOINTMENT OF ROBERT KOENIG TO THE PRIVATE INDUSTRY COUNCIL

WHEREAS, a vacancy exists on the Benton-Franklin-Walla Walla Private Industry Council, Position F-3, representing Private Industry; and

WHEREAS, Robert Koenig, P. O. Box 844, Connell, WA 99326, expressed an interest in serving as a member of the PIC and has submitted an application with an endorsement form the Connell Chamber of Commerce; and

WHEREAS, the Board of Franklin County Commissioners finds the application of Robert Koenig to be in order;

NOW THEREFORE, BE IT RESOLVED that Robert Davis is hereby appointed to fill F-3 vacancy on the Benton-Franklin-Walla Walla Private Industry Council with said term being July 1, 1988 to June 30, 1991.

Dated this 30th day of June, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Member

Bruce W Whitmarsh
Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 6, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was on vacation.

The Board received a copy (Exhibit A) of the "other costs" associated with the handling of prisoners in the Franklin County Jail sent to the City of Pasco by Valoria Loveland, Franklin County Treasurer.

The Board met with Nancy Caldwell, Director of Human Services. Mrs. Caldwell presented to the board an amendment to contract 1440-6167(3) between the Counties and D.S.H.S. Bureau of Alcohol and Substance Abuse. This amendment will reflect the increased ADATSA Assessment Services award by $22,081 to add funding for Fiscal Year 1989; period of performance is July 1, 1987 through June 30, 1989. The Board reviewed and signed the amendment. The Board also signed a $5,000 matching money contract for the Juvenile Rehabilitation at Twin River Group Home.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented vouchers for approval: County Road Fund $70,966.50 and MV&PV Equipment Fund - $11,054.16. He also gave each commissioner a copy of his monthly progress report: pre-leveling is done; seal coating in progress; some problems with the chip spreader; waiting for the new mower; still interviewing for a road supervisor. Mr. Gilkeson also advised the Board that unlike the past the Federal regulations do not allow for replacement costs of equipment to be charged as part of the County Equipment Rental Rates and would appreciate the Board's review and approval of new rental rates. The Board reviewed the rates as presented. Mr. Miller moved to adopt the rates as presented; Mr. Mathews seconded. The Board unanimously adopted the new equipment rental rates by Resolution No. 88-62 (Exhibit B).

The Board met with Ron Howard. Ron is working on a badge for his Boy Scouts troop and needed to talk to an elected official and find out what his/her job is.

11:00 a.m. The Board met with Franklin County Planner, Robert Boothe. Mr. Boothe

advised he has scheduled a public hearing before the Board for approval of a telephone facility on Scootney Road by Western Tele-Communications. He was also sending the voucher in the amount of $464.14 to the Department of Revenue for the work done so far on the hazardous waste zoning ordinance.

1:30 p.m. Mr. Mathews convened the public hearing on the revision to the 1988 Current Expense Budget. Mr. Mathews and Mr. Miller were present. Mr. Whitemarsh is on vacation. No public in attendance. He advised the hearing will be continued until July 11, 1988 at 1:30 p.m..

2:02 p.m. Mr. Mathews convened the public hearing scheduled for 2:00 p.m. on the new park ordinance. Present Mr. Mathews and Mr. Miller; Mr. Mathews read the proposed ordinance (Exhibit C) in its entirety. Mr. Miller requested the following change: Section 28 Alcoholic Beverages delete ", and (4) in the case of concessions, with the additional written approval of the Board and the Franklin County Sheriff." He would like it to state in some form: all such items shall require the written approval of the Board and the Franklin County Sheriff. Mr. Mathews advised the public that someone has been working on updating this ordinance for the past three years. It has now come before the Board due to the request of having "beer gardens" during water follies. As it now states, alcohol beverages are not allowed in Franklin County Parks. Mr. James Foreman asked if this would be similarly to the alcohol beverages rules at Sacajawea. Mr. Miller felt that it might. Mr. Mathews pointed out that this would not allow individual drinking in the park but was intended for large crowds and controlling these activities. Mr. Foreman was concerned that the money for the water follies was not being placed back into the park. Mrs. Loveland asked that the fees be posted since they were not in the ordinance. A section will be added advising where these fees will be posted. Mr. Roach asked about Chiawana Park. Currently there are not many postings of what activities are allowed. Mr. Mathews advised currently there are not many postings in Chiawana; however, this ordinance is looking at the future. With no further

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 6, 1988

comments, Mr. Mathews deferred the decision until 2:00 p.m. Wednesday, July 13, 1988, so the Board may review all comments received. The hearing was closed at 3:55 p.m.

The Board signed authorization for the Franklin County Treasurer to invest funds fromt he 1988 Bond fund for a period of six days to mature on July 11, 1988 in the amount of $120,000 and invest funds from the bond sale for the 1988 Bond fund in the amount of $120,000 for a period of 4 days, to mature on July 5, 1988, (Exhibit D and E respectively).

The Franklin County Board of Commissioners continued today's meeting to Thursday, July 7, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

David D Mathews
Chairman

Bruce D Whitmarsh
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

Office of the Treasurer

Valoria H. Loveland

1016 N. 4th AVE. PASCO, WASH. 99301 PHONE 545-3518

July 5, 1988

City of Pasco
Gary Grutchfield
City Hall
Pasco, WA 99301

Dear Gary,

As requested, we have worked with the Sheriff's staff to obtain the "other" costs associated with the handling of prisoners in the Franklin County Jail. On the attached page, I have broken-down the figures given to me that cover most of the costs paid by Franklin County which are not a part of the Jail Budget.

There are some costs that have not yet been determined, the cost of transport of prisoners is not included, for example. Also, water costs, print shop costs have been identified in the last week as costs not considered. Since I don't have those figures, they are not included on the attachment.

Please review the attachment, if you have any questions, please contact the Commissioners as soon as possible. As you know, I am most anxious to settle any disagreement that the City and County might have on the per-day costs for prisoners. I also urge you to start negotiations for the 1989 contract as soon as possible, so that we both have a clear understanding of reimbursed costs for 1989.

The payment for April and May 1988 prisoner costs are not yet paid to Franklin County. Please remit to cover those costs.

Sincerely,

Valoria H. Loveland

cc

ATTACHMENT

SERVICE	COSTS
Lathim, 50% of salary & benefits	$18,245.00
Carle, 50% of salary & benefits	16,988.00
Swobada, 20% salary & benefits	6,576.00
Tuggle, 20% salary & benefits	4,749.00
Postage-averages $100 per month	1,200.00
P.N.B. Phone lines for the Jail (20.57 per line @ 11 + tax is $243.92 per month)	2,927.00
Scan Phone bills-average $50.00 per month	600.00
Accounting-Auditor's Office 10 hrs per month @ $10.92	1,310.40
(Costs out-side Jail Budget) TOTAL	$52,595.40
1988 Jail Budget	$949.520.00
GRAND TOTAL	$1,002,115.40

FRANKLIN COUNTY
RESOLUTION NO. 88-62

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN THE MATTER OF SETTING COUNTY EQUIPMENT RENTAL RATES ON FEDERALLY FUNDED PROJECTS.

WHEREAS, Federal regulations do not allow for replacement costs of equipment to be charged as part of the County Equipment Rental Rates,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the attached rental rates be adopted for Federally Funded projects.

Signed this 6th day of July, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
MOTOR VEHICLE & PUBLIC WORKS EQUIPMENT FUND
Equipment Inventory and Rental Rates 1988
For FederaFederal Projects 06/30/88

FR.CO. NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	RENTAL RATE
CR003	1981 Ford Fairmont	1FABP21B4BK180452	C49502	$1.46 hr
CR009	1985 Chev Citation	1G1XX68R0FW122002	C62572	$1.46 hr
CR016	1980 Ford Fairmont	0K92B118835	C48817	$1.00 hr
ET018	1978 Chev Ut.Suburban	CKR268F151636	C44035	$3.10 hr
ET020	1984 Chev 1/3T Pickup	1GCCS14Y4E8211269	C60622	$1.56 hr
ET021	1988 Chev S10 Pickup	1GCBS19R2J8201539	01082C	$1.77 hr
ET022	1984 Chev 1/3T Pickup	1GCCS14Y2EO166394	C60623	$1.56 hr
ET023	1981 Chev Crew Cab PU	1GCGC23M5BZ135375	C49505	$4.55 hr
ET024	1984 Ford Crew Cab PU	2FTHW35L2ECA59041	C60604	$4.59 hr
ET026	1986 Chev 1/2T Pickup	1GCEC14H7GJ174252	C66102	$4.87 hr
ET027	1982 Chev 3/4T Pickup	2GCFC24C5C1162975	C49549	$4.68 hr
ET028	1985 Chev 1/3T Pickup	1GCCS14E0F8126002	C60644	$1.52 hr
ET030	1986 Chev 1/2T Pickup	1GCEC14H6GJ174176	C65043	$4.87 hr
ET033	1984 Ford 1/2T Pickup	2FTEF15Y2ECA46566	C60601	$3.75 hr
ET035	1986 Chev 1/2T Pickup	1GCEC14H6GJ174193	C66103	$4.87 hr
ET037	1980 Chev 1/2T Pickup	CCL44A1119610	C48814	$2.67 hr
ET041	1980 Ford 1/2T Pickup	F15GRJGO522	C48876	$2.67 hr
ET042	1981 Chev 1/2T Pickup	2GCEC14H8B1186140	C48899	$3.62 hr
ET043	1981 Chev 1/2T Pickup	2GCEC14H7B1186100	C48900	$3.62 hr
ET044	1983 Ford 1/2T Pickup	1FTEF15Y8DPA83358	C60115	$3.71 hr
ET045	1983 Ford 1/2T Pickup	1FTEF15YXDPA83359	C60116	$3.71 hr
ET046	1985 Chev 1/2T Pickup	1GCEC14HXFJ175605	C62587	$3.88 hr
ET047	1985 Chev 1/2T Pickup	1GCEC14H3FJ175476	C62588	$3.82 hr
ET048	1985 Chev 1/2T Pickup	1GCEC14H4FJ175471	C62586	$3.82 hr
ET050	1987 Chev 1/2T Pickup	1GCER14HXHJ164492	01051C	$4.01 hr
ET051	1987 Chev 1/2T Pickup	1GCER14HOHJ164615	01050C	$3.94 hr
ET052	1987 Chev 1/2T Pickup	1GCER14H8HJ164524	01049C	$3.94 hr
GT050	1970 Chev 2 Ton	CE530P161163	C27397	$12.41 hr
GT062	1983 Ford	2FDKF3719DCA59453	C59584	$6.04 hr
HT074	1975 Kenworth Tractor	143748S	C60646	$33.65 hr
HT075	1967 Kenworth Tractor	157145SGL	C44075	$31.86 hr
HT077	1974 Ford 10 Yd. Dump	W81CVU30634	C36665	$14.09 hr
HT078	1979 GMC 10 Yd. Dump	T49C19V617588	C48805	$15.68 hr
HT079	1979 GMC 10 Yd. Dump	T49C19V617587	C48806	$15.68 hr
HT080	1981 Mack 10 Yd. Dump	1M2P131C6BA009879	C49510	$16.62 hr
HT081	1981 Mack 10 Yd. Dump	1M2P131C2BA009880	C49511	$16.62 hr
HT082	1981 Mack 10 Yd. Dump	1M2P131C4BA009881	C49512	$16.62 hr
HT083	1982 Mack 10 Yd. Dump	1M2P137C8DAO10686	C49578	$17.55 hr
HT084	1982 Mack 10 Yd. Dump	1M2P137CXDA010687	C49577	$17.55 hr
MG100	1983 Cat #140G Grader	72V06199	C60629	$18.21 hr
MG101	1984 Cat #140G Grader	72V07098	C60633	$19.28 hr
MG102	1987 JD 770BH Grader	513486	01042C	$18.24 hr
MG103	1985 Cat #140 Grader	72V08926	01035C	$17.97 hr
MG111	1966 Cat #12F Grader	73G579	C20750	$12.30 hr
MG112	1967 Cat #12F Grader	73G2342	C20745	$12.30 hr
MG113	1968 Cat #12F Grader	13K720	C22770	$12.30 hr
MG114	1968 Cat #12F Grader	13K771	C22771	$12.30 hr

MG115	1969 Cat #12F Grader	13K2273	C37107	$12.30 hr
SL134	1987 John Deere Ldr	RG466T318891	01056C	$20.45 hr
SL135	1987 Cat Backhoe/Ldr	7BC647		$20.07 hr
SL137	1971 Cat 950 Ldr 3 CY	81J2642	C27418	$12.00 hr
SL138	1980 CASE W24C 2.5 CY	9134843	C48852	$12.00 hr
ST150	1969 Water Tank	3000		$2.60 hr
SV142	Rex Roller	9BHX952		$33.01 hr
SV144	1987 Hyster Roller	A91C3873H		$19.34 hr
SV150	1987 Tymco Sweeper	87055NH66418	01048C	$42.02 hr
SV155	1988 Chip Spreader	WBHS Ser.# 8805		$42.68 hr
SV156	1983 Sweeper Model H-84	2206631	C60118	$25.49 hr
SV158	1972 DODGE Distributor	D81GP2J561554	C65031	$20.17 hr
TR144	Light duty trailer		C27421	$95.00 yr
TR145	Light duty trailer		C30975	$95.00 yr
TR146	Light duty trailer		C29733	$95.00 yr
TR147	1959 Peer Water Tank	681550	C15323	$14.11 hr
TR171	1985 1900 SERIES	1DA72C398FM008157	C65014	$19.15 hr
TR172	1979 HYster Trailer20TM	22020	C48836	$9.32 hr
TR173	1980 Busby Dump Trailer	PT130C005280	C49600	$16.19 hr
TR174	1974 Air Compressor	224698 Leroi/TR	C02185	$3.94 hr
TR177	Office Trailer	ZN55473		$6.30 hr
TR178	1984 Cherryhill Pup	CHFC-4-8000	C60616	$16.42 hr
TR196	1962 Belly Dump	Valley 21662	C19674	$14.11 hr
WE151	5Hp Honda w/2" pump	1480565		$158.00 yr
WE152	1984 M-B Street Marker	3-0488		$2,000.00 yr
WE153	1972 Onan Generator	0272359582		$125.00 yr
WE156	1985 Chain Saw			$225.00 yr
WE157	Echo Chain Saw	95050		$225.00 yr
WE158	1986 Onan Generator	317394		$125.00 yr
WE161	1976 Shovel Shelf	GC42301 Gledhill		$80.00 yr
WE162	Shovel Shelf	S00001		$80.00 yr
WE163	Layton H-500B Paver	H-9784-B-6		$13.25 hr
WE167	Hyd. Hammer	3500H-453		$210.00 yr
WE168	90 lb. Jack Hammer			$210.00 yr
WE169	1987 Wacker	579904997		$500.00 yr
WE182	Weed Burner with Tank			$100.00 yr
WE183	1983 Water Pump	61867	C37105	$12.00 hr
WE187	Weed burner/tank			$100.00 yr
WE188	1946 Weed Burner	540 Gallon Tank	5111	$200.00 yr
WE189	Weed Sprayer	GT050		
WE190	1983 Rotary Mower	RM1017	Charged out with WE193	
WE191	Weed Sprayer	GT063 1500 Gallon Tank		
WE193	1978 Ford Tractor with Loader	C569511 W120643	C48856	$39.00 hr
WE195	1965 Screening Plant	65-464-45-24		$2,000.00 yr

FILE: 3. EQLISTFP

FRANKLIN COUNTY

ORDINANCE NO._____

AN ORDINANCE PROVIDING RULES AND REGULATIONS FOR THE PROTECTION, MANAGEMENT, AND USE OF ALL FRANKLIN COUNTY PARK LANDS, INCLUDING PENALTIES.

WHEREAS, RCW CHAPTER 36.32 authorizes the Board of Franklin County Commissioners to adopt and amend police regulations as are not in conflict with state law; and,

WHEREAS, the Board of Franklin County Commissioners finds that this ordinance provides for the public health, safety, and general welfare by establishing rules and regulations for the use of facilities at Franklin County Parks; now, therefore,

WHEREAS, the Board of Franklin County Commissioners finds it is desirable to commence codifications of its ordinances; now, therefore,

BE IT ORDAINED by the Board of County Commissioners of Franklin County, Washington, as follows:

SECTION 1. DEFINITIONS

Whenever used in this chapter, the following items shall be defined as herein indicated:

(1) "Agreements" means any and all written agreements between a person or persons and the Department for the purpose of specific use of certain Department facilities.

(2) "Aircraft" means any passenger carrying machine or device designed to travel through the air, such as an airplane, helicopter, balloon, glider, ultra light, etc.

(3) "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined (alcohol, spirits, wine, and beer) and all fermented, spirituous, vinous, malt liquor, or otherwise intoxicating beverages; and every liquor or solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine, or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption; and any liquor, semisolid, solid, or other substance which contains more than one percent alcohol by weight shall be conclusively deemed to be intoxicating.

(4) "Board" means the Franklin County Board of County Commissioners.

(5) "Boat" means any floating device, powered by internal combustion engine, sail, or human power capable of traveling on or under water.

(6) "Camper" means a motorized vehicle containing sleeping and/or housekeeping accommodations, and shall include a pickup truck with camper, a van-type body, a converted bus, or any similar type vehicle.

(7) "Camping" means erecting a tent or shelter or arranging bedding or both, for the purpose of, or in such a way as will permit remaining overnight; or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.

(8) "Department" means the Franklin County Parks Department.

(9) "Director" means the Director of the Franklin County Parks Department.

(10) "Discrimination" means any action or practice which prohibits participants based on sex, age, race, color, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

(11) "Facilities" means any building, structure, roadway, trail, path, equipment, or area operated by the Franklin County

Parks Department.

(12) "Fee" means the currently adopted fee schedule for use of Franklin County Park facilities.

(13) "Franklin County Park" means any area specifically described as a Franklin County Park in this ordinance and any area designated as Franklin County Park by resolution of the Board subsequent to the date of adoption of this ordinance.

(14) "Mechanical trapping device" means any device such as a snare or machine that shuts suddenly, as with a spring, upon contact by an animal, or a device which kills or inflicts physical pain and injury upon a captured animal.

(15) "Motor vehicle" means any self-propelled device, excepting devices moved by human power, capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and shall include but not be limited to four-wheel drive vehicles, two-wheel drive vehicles, three-wheelers, motorcycles, and snowmobiles, whether or not they can legally be operated upon the public highways whether licensed or unlicensed.

(16) "Park Caretaker" means duly appointed Franklin County Parks employee serving as a manager of a County park.

(17) "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by County ordinance or the Franklin County Parks Department.

(18) "Person" means all natural persons, firms, partnerships, corporations, clubs, and all associations or combination of persons whenever acting for themselves or by an agent, servant, or employee.

(19) "Reservation" means any and all written reservations for a person or persons for the purpose of specific use of certain Department facilities.

(20) "Rocket" means any device containing a combustible substance which when ignited propels the device forward or upward.

(21) "Trail" means any path or track designed or used exclusively by pedestrians, bicycles, or equestrians; or other right-of-way specifically designated and posted for non-vehicular use.

(22) "Trailer" means a towed vehicle which contains sleeping, housekeeping accommodations, or material transporting capabilities.

SECTION 2. PURPOSE

The park playgrounds, passive use areas, special use areas, roads, paths, trails, activity centers, and other park facilities of the Department are established for public recreation purposes. Public recreation consists of use, appropriate to the facility, initiated by individuals, families, or small groups with or without reservations and permits; or large group activities planned by groups and brought under the control of the Department when authorized by the conducted under reservation, permit, agreement, or contract with the Department.

SECTION 3. ADMINISTRATION - HOURS

The Director shall establish for each Franklin County Park, according to existing conditions, times and periods when the park area will be open or closed to the public. Such times and periods shall be posted at the entrance to the Franklin County Park affected and at the Department Office. Park hours are subject to current conditions and may vary by season. Park front gates may be open during normal business hours but the park area will be closed to public use when so posted. No person shall enter or be present at a Franklin County Park after closing time or when the park area is closed, except persons camping in a designated camping area who have paid the applicable use fee, or persons who have a reservation or are associated with the person

or persons having a reservation at a Department facility.

SECTION 4. RESERVATIONS

A person or persons may make application to reserve Department facilities for specific uses and for specific periods of time. Reservations are made through the Park Caretaker or the Department Office. The Department reservation procedure is:

(1) All applications are subject to current Department rules, regulations, policies, and fee schedules.

(2) All applications are on a first come first serve basis. Some facilities are not subject to reservations and are so posted on a map at the facility and Department Office.

(3) The County Parks Department may require additional damage deposit, health, safety, and law enforcement coverage for the reserved facility at the applicant's expense for reasonable cause as determined by the Director or the Board.

(4) No reservation will be guaranteed or effective until the appropriate fee is received by the Department, all required permits are secured, and all applicable Department requirements have been satisfied.

(5) Any area or facility within the boundary of any Franklin County Park which has been reserved for any person or persons may not be used by others during the reservation. No equipment in the reserved area may be moved or removed from said area the day of the reservation.

SECTION 5. GROUP USE

(1) Religious services or group rallies may be permitted in a Franklin County Park where, in the opinion of the Director, facilities are adequate and such activities will not conflict in any way with normal park usage. To avoid conflict, permission for such activities must be obtained in advance from the Director. Written permission for the use of loudspeakers by groups must be obtained in advance. No live bands or musical groups are permitted without written approval of the Board or the Director.

(2) Activities for groups using the facilities shall normally begin after 10:00 a.m. and cease at 10:00 p.m. unless otherwise approved on the reservation agreement. Groups must agree to vacate the facility by 12:00 midnight.

(3) All groups must leave the facility or area in a condition considered satisfactory to the Park Caretaker. No groups shall conduct activities causing extra custodial or maintenance work unless previous arrangements have been made to pay for such work and is so stated in the reservation agreement. Causing extra custodial work without previous arrangements may subject the group to mandatory cleanup fees as listed in the fee schedule.

SECTION 6. LIABILITY

(1) A person or persons using facilities by reservation or agreement, shall protect and save Franklin County, its elected and appointed officials, and employees (while acting within the scope of their duties as such), harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the persons, employees, or third parties on account of personal injuries, death, or damage to property arising out of the use of the premises, or in any way arising out of the acts or omissions of the person and/or his agents, employees, or representatives. Users of any and all Franklin County Park facilities or areas do so at their own risk. Franklin County assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of Department facilities.

(2) LIABILITY INSURANCE. Any person or persons using facilities by reservation or agreement may be required, at the discretion of the Director, to obtain and maintain during all periods of use, public liability insurance acceptable to the County and/or other insurance necessary to protect the public and the County on premises reserved, with coverage of liability not less than combined single limit personal injury and/or personal damage liability of $1,000,000 per occurrence. The group shall provide a certificate of insurance or an insurance binder prior to the reservation, and upon written request of the County, a duplicate of the policy, as evidence of the insurance protection provided. This insurance shall not be cancelled or reduced without prior written notice to the County, thirty days in advance of the cancellation or reduction.

SECTION 7. ADULTS TO ACCOMPANY MINORS

At all assemblies of minors, responsible adults must be present through the entire function.

SECTION 8. STORAGE OF EQUIPMENT - LIABILITY OF COUNTY

Franklin County shall not provide special equipment, nor storage space for equipment, necessary for any group's activity. Franklin County shall not be responsible for loss or damage to equipment.

SECTION 9. FACILITY USE - CONCESSIONS

Franklin County reserves all concession rights in County owned or managed parks. Non-profit groups and organizations may sell or arrange for a concessionaire to sell concessions to members of their group or organization using a park facility and to spectators at that facility provided that arrangements and fees to the Department are agreed upon in writing prior to the event(s).

SECTION 10. FAILURE TO PERFORM

The misuse of a park facility or the failure to conform with this ordinance or Department regulations will be sufficient reason for denying any future application for use of park facilities.

SECTION 11. MOTOR VEHICLES

(1) PARKING. No operator of any automobile, trailer, camper, boat trailer, or other motor vehicle, shall park such vehicle in any Franklin County Park other than in a designated motor vehicle parking area, except where the operator is using the area for a designated recreational purpose and the vehicle is parked either in a designated parking area for the event or in another area with the permission of the Park Caretaker. No person shall park, leave standing, or abandon a motor vehicle, camper, or trailer in any Franklin County Park after closing time, except when camping in a designated area or with the permission of the Park Caretaker. Any vehicle found parked in violation of this ordinance may be towed away at the owner's or operator's expense.

(2) SPEED LIMITS. No person shall drive a motor vehicle within any Franklin County Park area at a speed greater than ten miles per hour unless otherwise posted, having due regard for the traffic on, and the surface and width of the road, and in no event at a speed which endangers the safety of persons, property, or wildlife. Motor vehicles may be operated only on authorized roadways. No vehicle may be operated on a trail posted for non-vehicular traffic or on grass.

(3) TRUCKS AND COMMERCIAL VEHICLES. No person shall cause a truck or other vehicle while being used for commercial purposes to enter upon, use, or traverse any portion of any Franklin County Park or any park road therein, except in the service of the Department, at the request of the employees of the Department or by expressed permission of the Director for a special activity not inconsistent with Franklin County Park use; provided that the provisions of this section shall not apply to County roads or state highways.

SECTION 12. AIRCRAFT

(1) AIRCRAFT LANDING. No aircraft shall land on or take off from any body of water or land area in a Franklin County Park not specifically designated for such use.

(2) MODEL AIRCRAFT AND ROCKETS. No rockets or model aircraft shall be flown in any Franklin County Park except in specifically designated areas.

(3) HOT AIR BALLOONS. No person shall fly or land hot air balloons in any Franklin County Park unless authorized to do so by the Department.

SECTION 13. BOATING

(1) LAUNCHING AND USE. No person shall launch a boat in any Franklin County Park except in areas specifically designated for that purpose. The Department may determine appropriate boats for specific water areas and post this determination. No other boats shall be allowed in or on these designated waterways.

(2) COMMERCIAL CRAFT PROHIBITED. Use of any boat launching in any Franklin County Park by commercial craft is prohibited. For the purpose of this rule, "commercial craft" means craft used for any commercial purpose.

(3) MOORAGE. No person or persons shall moor, anchor, dock, or berth a boat or other object overnight in a Franklin County Park unless designated for such use by the Department. No more than three boats or other objects may be tied or rafted together when moored, docked, or berthed adjacent to a dock, pier, or float in a Franklin County Park. No person or persons shall moor, dock, or berth a boat or other object to a log boom or float line which delineates a swimming area in a Franklin County Park.

SECTION 14. CAMPING - IN DESIGNATED AREAS ONLY

No person shall camp in any Franklin County Park except when specifically authorized by the Park Caretaker or the Director.

SECTION 15. OCCUPANCY POLICY

Occupancy of camping facilities shall be limited to the conditions of the group reservation, agreement, or contract, and existing park rules; or limited to occupancy related to an event and so posted at the park.

SECTION 16. SWIMMING

(1) IN DESIGNATED AREAS ONLY. Swimming shall only be permitted within areas marked with buoys, log booms, or other markers which clearly designate swimming boundaries. Playing games and general horseplay in swimming areas is prohibited.

(2) SWIMMERS MUST OBEY RULES. All persons using any designated swimming area shall obey all posted beach rules and instructions of the Park Caretaker or other Department employees.

(3) SWIMMING IN BOAT LAUNCH AREAS PROHIBITED. No person shall swim or sunbathe in any designated boat launching area.

(4) FALSE ALARM OF DROWNING PROHIBITED. No person shall give or transmit a false signal or false alarm of drowning.

SECTION 17. FISHING

(1) GAME FISH. All laws, rules, and regulations of the State Game Commission relating to season, limits, and methods of fishing are applicable to fishing for game fish in Franklin County Parks. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boatlanding, or beach which is posted with a sign prohibiting fishing.

(2) FOOD FISH. All laws, rules, and regulations of the State Department of Fisheries relating to season, limits, and methods of taking are applicable to the taking of food fish in Franklin County Parks; except that in addition to such laws, the Department may close certain areas within Franklin County Parks for specific periods of time to the taking of fish.

SECTION 18. MECHANICAL TRAPPING DEVICES, CAPTURING, OR INJURING ANIMALS PROHIBITED

The use of a mechanical trapping device within any Franklin County Park is prohibited. The act of capturing an animal by other than lawfully sanctioned means and without the approval of the Director and State Game Department, Humane Society, or Animal Control official is prohibited. Animals which are in the park shall not be teased, harassed, or otherwise treated in a cruel or inhumane manner.

SECTION 19. PICNICKING

Picnicking is permitted only in designated and marked picnic areas, or in such other places within a Franklin County Park as may from time to time be designated for such use by the Park Caretaker or the Director.

SECTION 20. ICE

No person shall go out onto ice in any Franklin County Park or park area, except in areas specifically designated for that purpose. This includes but is not limited to lakes, rivers, streams, and other bodies of water.

SECTION 21. ANIMALS IN COUNTY PARK FACILITIES

(1) Animals, except those considered dangerous or destructive, are permitted in any Franklin County Park provided that the animals must be kept on a leash or other restraining device and under control at all times. This regulation may be waived by the Director for specific events conducted by organized groups.

(2) Any person with an animal in his possession in any park shall be responsible for both the conduct of the animal and for removing from park grounds feces deposited by such animal.

(3) No animals shall be allowed in any bodies of water managed by the Department.

(4) The Board finds that the best use of County Parks is achieved when patrons can enjoy the tranquility of the park's natural environment. The Board further finds that tranquility is disturbed by the sound of barking dogs. It shall be unlawful to have a dog which is barking in a County Park.

(5) HORSEBACK RIDING - IN DESIGNATED AREAS ONLY. No horses shall be permitted in any Franklin County Park, except where designated and posted to specifically permit such activity. Horses shall not be permitted in any designated swimming area, campground, picnic area, or lawn area.

(6) HORSEBACK RIDING - SO AS TO ENDANGER OTHERS. No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.

SECTION 22. DAMAGE TO PROPERTY

No person shall cut down, destroy, or in any way injure or damage any shrub, tree, vine, grain, grass, or crop standing or growing or which has been cut down in any Franklin County Park unless authorized to do so by the Department.

SECTION 23. REMOVAL OF PROPERTY

No person shall change the position of or remove any property, material, or equipment from its original position on or from any area under the jurisdiction of the Franklin County Parks

Department.

SECTION 24. DUMPING OF WASTE

(1) USE OF DESIGNATED CONTAINERS. No persons shall leave, deposit, drop, or scatter bottles, broken glass, ashes, waste paper, cans, or other rubbish in a Franklin County Park, except in a designated refuse container.

(2) OUTSIDE HOUSEHOLD OR COMMERCIAL WASTE. No person shall deposit any household or commercial garbage, refuse, waste, or rubbish which is brought as such from private property, in any Franklin County Park garbage can or other receptacle designated for rubbish collection.

(3) WASTE FROM VEHICLES. No person shall, in any Franklin County Park, drain or dump refuse, oil, gas, or waste from any trailer, camper, automobile, or other vehicle, except in designated disposal areas or receptacles.

(4) FOOD WASTE, WASHING OF CLOTHES OR ANIMALS. No person shall clean fish or other food, or wash any clothing or other articles for personal or household use, or any animal,

except at designated Franklin County Park.

(5) WASHING OF VEHICLES. No person shall clean or wash any automobile or other vehicle in any Franklin County Park, except in areas specifically designated for that use.

(6) DUMPING IN WATER PROHIBITED. No person shall pollute, or in any way contaminate by dumping or otherwise depositing therein, any waste or refuse of any nature, kind, or description, including human or bodily waste, in any stream, river, lake, or other body of water running in, through, or adjacent to any Franklin County Park.

SECTION 25. SOLICITATION

No person shall solicit, sell, or peddle any goods, wares, merchandise, liquids, or edibles for human consumption, or distribute or post any handbills, circulars, signs, or use any loudspeakers or other amplifying device in any Franklin County Park, except by concession contract or by permission by the Department.

SECTION 26. FIREWORKS

No person shall possess, discharge, set off, or cause to be discharged in or into any Franklin County Park any firecrackers, torpedoes, rockets, fireworks, explosives, or substance harmful to the life or safety of persons or property, unless so authorized by the Department.

SECTION 27. WEAPONS

No person shall possess a firearm with a cartridge in any portion of the mechanism; nor shall any person discharge across, in, or into any Franklin County Park, a firearm, bow and arrow, air or as operated weapon, or any device capable of injuring or killing any person or animal, or damaging or destroying any public or private property, except where the Department has authorized a special recreational activity upon finding that it is not inconsistent with Franklin County Park use and such use is confined to a designated area so posted for such use.

SECTION 28. ALCOHOLIC BEVERAGES

No person shall consume or possess any alcoholic beverage in any Franklin County Park, except (1) in a manner, time, and place authorized in writing by the Director, (2) in accord with a permit issued by the Washington Liquor Control Board, (3) with a

payment of any required fee, and (4) in the case of concessions, with the additional written approval of the Board and the Franklin County Sheriff. Any such approval may be contingent upon the satisfactory completion, observance, and enforcement of reasonable requirements.

SECTION 29. FIRES

Open fires and portable units using flammable materials are restricted to designated park areas, fireplaces, fire rings, or grills.

SECTION 30. AREA CLOSURES

Areas designated by signs or barricades are closed to public access or use.

SECTION 31. APPLICABILITY-ADOPTION OF RULES AND REGULATIONS

This ordinance shall be applicable to all Franklin County Parks which are designated as such by the Board. The Director is hereby authorized to adopt such rules and regulations, not inconsistent with this ordinance, governing the use of Franklin County Parks as he or she deems appropriate. The Director shall

establish such use and application fees as he or she deems appropriate; PROVIDED, such fees are reasonably related to the activity authorized, and the Department's expense in maintaining the activity area, and the processing of the application.

SECTION 32. PENALTIES - ENFORCEMENT

Every person who violates any of the provisions of this chapter shall be guilty of a misdemeanor; EXCEPT, violations of Section 15. MOTOR VEHICLES-PARKING, shall be a civil infraction with the same sanctions as parking violations pursuant to Chapter 46.90 RCW and RCW 46.63.110. In addition, every person failing to comply with any provision of this chapter shall be subject to immediate ejection from the Franklin County Park. The Franklin County Parks Director, Parks Department employees, and other law enforcement officers are authorized and directed to enforce the provisions of this ordinance.

SECTION 33. SAVINGS CLAUSE

If any provision or section of this ordinance or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

SECTION 34. CODIFICATION

This ordinance shall be codified as Chapter 43.51 Franklin County Code.

SECTION 35. REPEALER

Franklin County Ordinance No. 3-70, together with all amendments thereto, is hereby repealed. This ordinance shall supersede all previous ordinances or resolutions which conflict with any of the rules or regulations contained herein.

This ordinance shall be effective as of _____, 1988.

Adopted this _____ day of _____, 1988.

BOARD OF COUNTY COMMISSIONERS

Franklin County, Washington

_____

Harold N. Mathews, Chairman

_____

Ken Miller, Member

_____

Bruce D. Whitemarsh, Member

ATTEST:

_____

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

July 5, 1988

Valoria H. Loveland
Franklin County Treasurer
Pasco, Washington 99301

Dear Mrs. Loveland:

Please consider this our authorization for you to invest funds from the 1988 Bond fund for a period of six (6) days to mature on July 11, 1988, in the amount of $120,000.00.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Member

Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

July 1, 1988

Valoria H. Loveland
Franklin County Treasurer
Pasco, Washington 99301

Dear Mrs. Loveland:

Please invest funds from the bond sale for the 1988 Bond fund in the amount of $120,000.00 for a period of 4 days, to mature on July 5, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

K Mill
Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 7, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was on vacation.

The Board reviewed and approved the Water Follies Agreement allowing the Water Follies Association the right to conduct the 1988 Columbia Cup Unlimited Hydroplane Races on water adjacent to certain county lands and needs the temporary use of such lands for said activity. The agreement will be forwarded to the Corps of Engineers for their review and approval.

A brief discussion was held by the Board with Val Loveland, Treasurer, and Bruce Gilkeson, Engineer on the cash flow for the Franklin County Highway Department.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Equipment Rental, Warrants 4610-4623, both inclusive, $1,995.66; County Road, Warrants 7561-7609, both inclusive, $38,830.23; Sheriff's Narcotic Trust #175, Warrant 74, $19.27; Soldiers & Sailors, Warrant 265, $117.00; Law Library, Warrant 241, $292.50; Centennial License Plates, Warrant 23, $86.72; PA Crime Victims/Witness, Warrant 56, $84.00; Detention-Jail Commissary, Warrants 203-207, both inclusive, $5,209.18; Benton-Franklin County Fairgrounds, Warrants 75-85, both inclusive, $4,634.72; Benton-Franklin Fair, Warrants 15-16, both inclusive, $784.93; Current Expense, Warrants 24436-24546, both inclusive, $47,071.00.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until July 11, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:
Diane McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 11, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board unanimously approved a salary increase for Louise Siebe; hourly rate to be $8.00. The Board also voted to accept Mr. Siebe as the secretary to the Board of Equalization. His hourly rate was approved for $8.00.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson requested the Board's approval for a notice to contractors for the 1988 Striping of County Roads. Mr. Miller made a motion to accept the notice as presented; Mr. Whitemarsh seconded. Bid opening was scheduled for July 25, 1988, 10:00 a.m. The Board unanimously approved the notice to contractor for the 1988 Striping of County roads (Exhibit A).

A letter received on the City of Richland's desire to annex to the middle of the Columbia River and Bateman Island was given to Mr. Gilkeson for his review. Mr. Gilkeson advised that he has postponed the hiring of a new road supervisor for six months. The applicants that they have interviewed have not met all the requirements felt needed for this position.

1:30 p.m. Mr. Mathews convened the public hearing on a revision to the Current Expense Budget. This revision would add to the 1988 Revenue the $41,892.00 transferred from the Road Fund to the Current Expense by Resolution No. 88-33 and the $6,905.00 received from the Corp of Engineer for the Sheriff's office to patrol the Snake River. It would also increase Franklin County's Total Expenditure Budget from $5,400,842.00 to $5,449.639, an increase of $48,797.00. Mr. Miller made a motion to adopt this change in the Sheriff's Current Expense Budget and the totals in Franklin County's current expense budget--both reserve and expenditure. Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-63, Change of totals in Sheriff's Current Expense Budget; Change of totals in Franklin County's Current Expense Budget--both reserve and

expenditure (Exhibit B). Mr. Miller wanted it on record that the reason for this was because our engineer recommended that we do it due to the damage being done to the roads by overloaded trucks bypassing the scales, windshield damage from construction, water damage from irrigation, and other negligent acts that damage the roads. It is costing us more money than what this would cost, this is a one time shot, so we feel that it would help our Road Department keep cost down by having these areas patrolled. And, it is not in the public's best interest not to have these roads patrolled, and this is one way to make sure that we don't have these added expenses due to negligence and that is why I am in favor.

Mrs. Loveland and Mrs. Corkrum asked the Board's position of the part-time fair employees--should they be added as Franklin County employees. The Board advised that these employees should be handled on a personal contract and not be added as permanent employees of Franklin County.

The Board met with Pete Peterson, Juvenile Center. Mr. Peterson presented three requests for supplemental appropriations. Doug Loree, Administrator for Juvenile Court has received a Consolidated Juvenile Services Grant of $737,960 from the Department of social and Health Services covering a period of July 1, 1987 through June 30, 1989. Expenditures for the period of July 1, 1988 through December 31, 1988 are requested as follows:

Juvenile Center Fund No. 115101, Department 173, 527-600, Community Commitment in the Amount of $66,624.

Juvenile Center Fund No. 115101, Department 175, 527-400 Consolidated Juvenile Services in the Amount of $203,890.

Mr. Miller moved to adopt appropriation as presented; Mr. Whitemarsh second. The Board unanimously approved the above expenditures in Joint Resolutions No. 88-64, Supplemental Appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 173, 527-600, Community Commitment, in the amount of $66,624 (Exhibit C)

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 11, 1988

and Joint Resolution No. 88-65, Supplemental Appropriation to the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 175, 527-400, Consolidated Juvenile Services in the amount of $203,890 (Exhibit D). Mr. Peterson also advised that Doug Loree has received a Juvenile Justice Project Youth Recovery Grant in the amount of $55,000 from the Department of Social & Health Services covering a period of July 1, 1988 through June 30, 1989. This grant will be expended from July 1, 1988 through June 30, 1989. Mr. Miller moved to adopt above appropriation as submitted; Mr. Whitemarsh seconded. The Board unanimously approved the establishment of a new budget by Joint Resolution No. 88-66, Establishment of a new budget in the Benton-Franklin Counties Juvenile Center Fund No. 115101, Department 179, 527.700, Substance Abuse Program Grant in the Amount of $55,000 (Exhibit E).

The Board met with Bill Frederickson, Franklin County Weed Control. Mr. Frederickson presented two contracts for the Boards approval. Agreement CG811-01, term May 31st, 1988 through June 30, 1989 would allow the Weed District to bill the State quarterly for allowable project expenses, Rush Skeletonweed Suppression and Containment, in an amount not to exceed $7,500. A copy of the contract and Exhibit A has been attached as Exhibit F. Agreement No. GC811-02, for the term May 31st, 1988 through June 30, 1989, allowed Franklin County to bill the Washington State Department of Agriculture quarterly for allowable projects, Class "A" and "B" Designate Eradication Project, expenses. Total amount shall not exceed $19,700.00. A copy of the contract and Exhibit A has been attached as Exhibit G.

The Board met with Moses Jacobs, Hickerson & Associates. Mr. Jacobs signed the General Service Contract for the remodeling of the Benton-Franklin Health District, Pasco, Washington building. Copy attached as Exhibit H.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 11, 1988

CURRENT EXPENSE	–	Warrant Numbers 24277-24546, Both Inclusive	– $188,504.91
COUNTY ROAD	–	Warrant Numbers 7561-7642, Both Inclusive	– 109,796.73
EQUIPMENT RENTAL	–	Warrant Numbers 4610-4662, Both Inclusive	– 16,023.48
LAW LIBRARY	–	Warrant Number 241	– 292.50
SHERIFF's NARCOT	–	Warrant Number 74	– 19.27
JAIL COMMISSARY	–	Warrant Numbers 203-207, Both Inclusive	– 5,209.18
TRT (SWAT)	–	None	
ALCOHOLISM 2%	–	None	
MENTAL HEALTH	–	None	
PUBLIC HOSPITAL	–	None	
CENTENNIAL LICENSE PLATES	–	Warrant Number 23	– 86.72
CEMETERY #1	–	None	
CEMETERY #2	–	Warrant Numbers 199-202, Both Inclusive	– 489.86
PA CRIME VICTIMS/-		Warrant Number 56	– 84.00
SOLDIERS/SAILORS	–	Warrant Number 265	– 117.00

There being no further business the Franklin County Board of Commissioners meeting was adjourned until July 13, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Matheus
Chairman

Bruce A Whitemarsh
Member

K Mills
Member

Attest:
Clerk of the Board

NOTICE TO CONTRACTORS

FRANKLIN COUNTY
County Road Department
Pasco,Washington

Sealed bids will be received by the County of Franklin, at the Office of the Board of County Commissioners in the Courthouse at Pasco, Washington, until 10:00 a.m., July 25, 1988, and will then and there be opened and publicly read for the construction of the improvements herein described.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond,within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Franklin.

Informational copies of the specifications and plans are on file for inspection in the Office of the County Engineer of Franklin County in Pasco, Washington, the Tri-City Construction Council in Kennewick and the Chapter Office of the Associated General Contractors of America in Spokane.

Specifications and plans may be obtained from the Franklin County Engineer, 3540 N. Ave. "C", Pasco, Washington, 99301. Additional information may be received from the Franklin County Engineer's Office.

The improvements for which bids will be received follows:

County Special Maintenance Project 542-68
County Wide Pavement Striping

Bidders shall submit bids in a sealed envelope addressed to: Franklin County Board of County Commissioners, Courthouse, Pasco, Washington, 99301 and marked "County Special Maintenance Project 542-68 - Pavement Striping, 1988, July 25, 1988."

Bids shall be submitted on the bid form attached to the specifications. The Board of County Commissioners reserve the right to reject any or all bids.

Signed this 11th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

Franklin County
Special Maintenance Project
542-68 Pavement Striping

Proposal

RESOLUTION NO. 88-63

RE: CHANGE OF TOTALS IN SHERIFF'S CURRENT EXPENSE BUDGET; CHANGE OF TOTALS IN FRANKLIN COUNTY'S CURRENT EXPENSE BUDGET--BOTH RESERVE AND EXPENDITURES

WHEREAS, the Franklin County Road Department has determined it is to its best interest to have a County Deputy patrol the County roads, and

WHEREAS, they have agreed to fund this deputy and the equipment needed for the enforcement of laws of the road for the fiscal year 1988 in the amount of $41,892.00. This has been transferred from the Road Fund to the Current Expense Budget by Resolution No. 88-33.

WHEREAS, the U. S. Corps of Engineers of the United States of America is seeking the services of the Franklin County Sheriff's office to patrol the Snake River at the rate of $29.64 per hour for the boat, a total of $5,157.36, and a rate of $18.20 per hour for the man, a total of $1,747.20, for a total receipt of $6,905.00.

THEREFORE, the following changes in the amount of $48,797.00 shall be reflected in the 1988 Franklin County Current Expense Budget.

1988 REVENUE

Line			
338.0	Intergovernmental Service Revenues		
338.21.1	Deputy for Road Patrol of County Road		$41,892.00
338.21.2	Corps of Engineers for Boat Patrol		$6,905.00
330.	Total Intergovernmental Revenue	Increase $48,797.00 From $1,342,638.00	to $1,391,435.00
380.			
Total Revenue Budget		**Increase of $48,797 From $5,400,842.00**	**to $5,449,639.00**

Resolution No. 88-63
July 11, 1988
Page 2

FRANKLIN COUNTY CURRENT EXPENSE BUDGET 1988

Accounts 00520 — Sheriff

521.20.10		Salary and Wage	
	.10 0016	L-2 Road Deputy 2nd	$15,172.00
	.10 0017	L-2 Road Deputy 2nd	$ 6,905.00
	.10 0900	Overtime	Increase $ ~~1,500.00~~ 2,000.00 DM
			From $10,000.00 to $11,500.00
521.20.10		**Total Salaries & Wage**	**From $405,737.00 to $429,314.00**
521.20.20		Benefits	
	.20 0001	Social Security	$1,252.00
	.20 0002	Medical & Hospital - Employees	700.00
	.20 0003	Retirement	800.00
	.20 0004	Industrial Insurance	150.00
	.20 0005	Unemployment	200.00
			$ 3,102.00
	.20 0007	Uniforms	Increase $ 200.00
			From $2,000.00 to $ 2,200.00
	.20 0008	Body Armor	Increase $ 225.00
			From $500.00 to $725.00
	.20 0009	Boot Allowance	Increase $ 55.00
			From $500.00 to $555.00
521.20.20		**Total Personnel Benefits**	**Increase $ 3,582.00**
			From $105,806.00 to $109,388.00
521.20.35	000	Ammunition	Increase $ 100.00
			From $500.00 to $600.00
521.20.30		**Total Supplies**	**Increase $ 100.00**
			From $5,500.00 to $5,600.00
521.20			
	0040	Other Services & Charges	
	0048	Repairs & Maintenances	Increase $ 3,000.00
			From $35,000 to $38,000
521.20.40		**Total Other Services & Charges**	**Increase $ 3,000.00**
			From $78,750.00 to $81,750.00

Resolution No. 88-63
July 11, 1988
Page 3

521.20.60		Capital Outlays	
	0064	Capital Outlay	Increase $18,038.00 From $45,000.00 to $63,038.00
521.20.60		**Total Capital Outlays**	**Increase $18,038.00 From $45,000.00 to $63,038.00**
521.		**Total Law Enforcement**	**Increase $48,797.00 From $640,793.00 to $689,590.00**
520.		**Total Security of Persons & Property**	**Increase $48,797.00 From $640,793.00 to $689,590**
		Franklin County Total Expenditure Budget	**Increase $48,797.00 From $5,400,842.00 to $5,449,639.00**

Dated this 11th day of July, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Ken Mills
Member

Attest:

Debra McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-212

FRANKLIN COUNTY RESOLUTION NO. 88-64

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 173, 527-600,COMMUNITY COMMITMENT, IN THE AMOUNT OF $66,624

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Consolidated Juvenile Services Grant of $737,960 from the Department of Social and Health Services covering a period of July 1, 1987 through June 30, 1989, and,

WHEREAS, $66,624 of the grant will be expended from July 1, 1988 through December 31, 1988; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests since said appropriation will authorize the expenditure of grant funds received from the State of Washington for the provision of juvenile services above and beyond the levels provided by local funding; NOW, THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $66,624 be approved for the Consolidated Juvenile Services, Fund #115101, Department 173, 527-600 as more fully described in Exhibit A attached hereto;

DATED this 11th day of July, 1988.

R.E. Isaacson
Chairman

Robert J. Brooke
Member

Ron Lavigne
Member

ATTEST:

Glennette Evans
Clerk of the Board

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

DATED at Pasco, Washington, this 11th day of July, 1988.

Harold M. Mathews
Chairman

Bruce M. Titlow
Member

Lee Mills
Member

ATTEST:

Constituting the Board of County Commissioners of Franklin County, Washington

EXHIBIT "A"

COMMUNITY COMMITMENT BUDGET- JULY - DEC 1988

		DESCRIPTION	
		PERSONNEL	
	173-1648	DETENTION COUNSELOR	9,702
	173-1649	DETENTION COUNSELOR	9,032
	173-1650	PROBATION/PAROLE COUNSELOR	5,043
	173-1664	PROBATION/PAROLE COUNSELOR	13,365
	173-1905	DETENTION RELIEF HELP	2,500
334-04-6041		TOTAL SALARIES	39,642
		BENEFITS	
	173-2101	INDUSTRIAL INSURANCE	1,045
	173-2102	SOCIAL SECURITY	2,834
	173-2103	MEDICAL	1,908
	173-2104	RETIREMENT	2,442
	173-2109	UNPAID LEAVE	396
334-04-6041		TOTAL BENEFITS	8,625
334-04-6041		TOTAL SALARIES AND BENEFITS	48,267
334-04-6041		SUPPLIES	357
		SERVICES	
	173-4102	CONTRACT SERVICES	10,000
	173-4103	PROFESSIONAL SERVICES	5,000
	173-4301	TRAVEL	3,000
334-04-6041		TOTAL SERVICES	18,000
		TOTAL COMMUNITY COMMITMENT BUDGET	66,624

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-211

FRANKLIN COUNTY RESOLUTION NO. 88-65

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 175, 527-400 CONSOLIDATED JUVENILE SERVICES IN THE AMOUNT OF $203,890

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Consolidated Juvenile Services Grant of $737,960 from the Department of Social and Health Services covering a period of July 1, 1987 through June 30, 1989, and,

WHEREAS, $203,890 of the grant will be expended from July 1, 1988 through December 31, 1988; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests since said appropriation will authorize the expenditure of grant funds received from the State of Washington for the provision of juvenile services above and beyond the levels provided by local funding; NOW, THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a supplemental budget appropriation in the amount of $203,890 be approved for the Consolidated Juvenile Services, Fund #115101, Deptartment 175, 527-400, as more fully described in Exhibit A attached hereto;

DATED this 11th day of July, 1988.

R. E. Isaacson
Chairman

Robert W. Drake
Member

Member

ATTEST:

Bernette Evans
Clerk of the Board

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

DATED at Pasco, Washington, this 11th day of July, 1988.

Harold S. Mitchum
Chairman

Bruce D. Whitehead
Member

Member

ATTEST:

Constituting the Board of County Commissioners of Franklin County, Washington

EXHIBIT "A"

CONSOLIDATED JUVENILE SERVICES BUDGET FOR JULY - DEC 88

		DESCRIPTION		
		PERSONNEL		
	175-1663	BUSINESS MANAGEMENT	11,900	
	175-1665	SECRETARY/PROBATION	10,777	
	175-1666	SUPERVISOR-PROB/PAROLE/DIAG/CC	17,613	
	175-1667	PROBATION/PAROLE COUNSELOR	12,451	
	175-1668	PROBATION/PAROLE COUNSELOR	10,082	
	175-1669	PROBATION/PAROLE COUNSELOR	10,675	
	175-1670	PROBATION/PAROLE CASEAIDE	8,692	
	175-1650	PROBATION/PAROLE CASEAIDE	5,040	
	175-1672	SECRETARY/DIAGNOSTIC	4,954	
	175-1673	DIAGNOSTIC COORDINATOR	14,402	
	175-1906	TEMPORARY HELP-CLERICAL	3,000	
334-04-6040		TOTAL SALARIES		109,586
		BENEFITS		
	175-2101	STATE INDUSTRIAL	1,349	
	175-2102	SOCIAL SECURITY	8,230	
	175-2103	MEDICAL	6,361	
	175-2104	RETIREMENT	5,750	
	175-2109	UNPAID LEAVE	1,096	
334-04-6040		TOTAL BENEFITS	23,786	
334-04-6040		TOTAL SALARIES AND BENEFITS		133,372
		SUPPLIES		
334-04-6040	175-3101	SUPPLIES	4,000	
	175-3201	VEHICLE FUEL	1,400	
334-04-6040		TOTAL SUPPLIES		5,400
		SERVICES		
			D	
	175-4102	CONTRACT SERVICES	30,000	
	175-4103	PROFESSIONAL SERVICES	15,000	
	175-4201	POSTAGE	2,000	
	175-4202	TELEPHONE	6,000	
	175-4510	RENTAL-POSTAGE	818	
	175-4601	INSURANCE & BONDS	1,500	
	175-4301	TRAVEL	5,000	
	175-4802	VEHICLE REPAIR	800	
	175-4905	TRAINING	4,000	
334-04-6040		TOTAL SERVICES		65,118
		TOTAL CJS BUDGET		203,890

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-210.

FRANKLIN COUNTY RESOLUTION NO. 88-66

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: ESTABLISHMENT OF A NEW BUDGET IN THE BENTON-FRANKLIN COUNTIES JUVENILE CENTER FUND NO. 115101, DEPARTMENT 179, 527.700, SUBSTANCE ABUSE PROGRAM GRANT IN THE AMOUNT OF $55,000

WHEREAS, Doug Loree, Administrator for Juvenile Court, has received a Juvenile Justice Project Youth Recovery Grant in the amount of $55,000 from the Department of Social and Health Services covering a period of July 1, 1988 through June 30, 1989; and,

WHEREAS, $55,000 of the grant will be expended from July 1, 1988 through July 30, 1989; and,

WHEREAS, the Boards of Commissioners from Benton and Franklin Counties find said supplemental appropriation to be in the counties' best interests in that said expenditures will provide intensive adolescent treatment to fifty chemically dependent offenders while in the drug free environment of detention; NOW THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties that a budget in the amount of $55,000 be established for the Substance Abuse Probram Grant, Fund #115101, Deptartment 179, Code 527.700 as more fully described in Exhibit A attached hereto;

DATED this 11th day of July, 1988.

A. E. Isaacson
Chairman

Robert J. Parks
Member

Ron Dexter
Member

ATTEST:

Glennette Evans
Clerk of the Board

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

DATED at Pasco, Washington, this 11th day of July, 1988.

Harold N. Matthews
Chairman

Bruce A. Whitemarsh
Member

Member

ATTEST:

Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

SUBSTANCE PROGRAM BUDGET - JULY - DEC 1988

	DESCRIPTION	
334-04-6043 179-3101	SUPPLIES	2,293
334-04-6043 179-4102	CONTRACT SERVICES	52,707
	TOTAL BUDGET	55,000

AGREEMENT NO. GC8811-01

This AGREEMENT is made by and between the Washington State Department of Agriculture (hereinafter referred to as the "DEPARTMENT") and Franklin County (hereinafter referred to as the "SPONSOR").

This AGREEMENT is made pursuant to, and in conformance with Washington law, and is intended to comply with the terms and conditions in WAC 16-752-ØØ1 and WAC 16-752-115 through 17Ø.

WHEREAS, The control of serious noxious weeds is necessary to maintain an adequate supply of agricultural products; and

WHEREAS, Comprehensive, well planned, and targeted noxious weed control projects are the most efficient and effective means of controlling noxious weed infestations that pose a potential economic or environmental threat to the state; and

WHEREAS, RCW 17.1Ø.25Ø provides that the legislative authority of any county with an activated county noxious weed control board or the board of any weed district may apply to the DEPARTMENT for noxious weed control funds; and

WHEREAS, The Washington State Legislature has appropriated funds to the DEPARTMENT for such purpose as provided in chapter 7, section 313, 1st ex. session, laws of 1987; and

WHEREAS, Chapter 39.34 RCW authorizes the DEPARTMENT and SPONSOR to enter into agreements to perform any governmental service, activity, or undertaking each is authorized to carry out.

NOW, THEREFORE, In consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

1. The term of this AGREEMENT shall commence on May 31st, 19 88 and end on June 3Ø, 19 89 unless said term shall be extended by mutual agreement or sooner terminated as provided, herein.

2. The SPONSOR shall bill the DEPARTMENT quarterly for allowable project expenses. Upon receipt of the quarterly expense statement and a financial report, the DEPARTMENT will pay monies directly to the SPONSOR. The total amount paid to the SPONSOR throughout the course of this AGREEMENT shall not exceed Seven thousand five hundred dollars ($ 7,500). In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, after the effective date of this AGREEMENT and prior to completing, the DEPARTMENT may, at its discretion, discontinue, reduce, or limit payments to the SPONSOR.

3. The DEPARTMENT may, at its sole discretion, withhold payments owed the SPONSOR for work performed if the SPONSOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

4. The SPONSOR shall perform the work set forth in the SPONSOR's Approved Project concerning Rush Skeletonweed Suppression and Containment. attached hereto as Exhibit B and by this reference incorporated herein.

5. The SPONSOR shall notify the DEPARTMENT in writing of any such funds identified in Article 2, above, which will not be expended by the SPONSOR during the term of this AGREEMENT and declare such funds excess. Such notice shall be sent by certified mail on or before June 1, 1989 and shall work to waive SPONSOR's rights to any such excess funds.

6. All rights and obligations of the parties of this AGREEMENT shall be subject to and governed by the terms and conditions contained in the text of this AGREEMENT, the Approved Project, and the General Terms and Conditions attached hereto as Exhibit A and by this reference incorporated herein. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties, hereto.

7. The following addresses shall be used for and be deemed sufficient for all notices, billings, or other correspondence issued in connection with this AGREEMENT.

For the DEPARTMENT:
Robert O. Rebhan, Plant Services Supervisor
406 General Administration Building, AX-41
Olympia, WA 98504

For the SPONSOR:

_____
_____
_____

8. If any provision of this AGREEMENT shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

9. This AGREEMENT may be altered, amended, or waived only by a written amendment executed by both of the parties hereto, or as otherwise provided, herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this 14th day of July, 1988.

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE

C. Alan Pettibone, Director

Franklin County

Harold N Mathews

Bruce D Whitemarsh

Ken Mills

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS

During the performance of this AGREEMENT, the SPONSOR shall comply with the provisions of chapter 17.10 RCW, WAC 16-752-001 through 170, and all other applicable Federal, state, and local laws, rules, and regulations.

2. SPONSOR NOT AN EMPLOYEE OR AGENT OF THE DEPARTMENT

The SPONSOR and the SPONSOR's employees or agents performing under this AGREEMENT are not employees or agents of the DEPARTMENT. The SPONSOR's employees or agents shall not hold themselves out as nor claim to be an officer or employee of the DEPARTMENT by reason hereof, nor shall they make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

3. NONDISCRIMINATION

During the performance of this AGREEMENT, the SPONSOR agrees to not discriminate against any employee or applicant for employment whose position is funded wholly or in part by the DEPARTMENT because of race, color, creed, national origin, sex, age, or sexual orientation.

4. PERSONNEL

A. The SPONSOR shall be responsible for insuring that all personnel performing work in connection with this project are properly trained and comply with all applicable local, state and Federal licensing, accreditation, and registration requirements or standards necessary for performing this AGREEMENT.

B. The SPONSOR shall maintain records of personnel hired in connection with this project, including but not limited to their name, date of employment, and rate of compensation.

C. The SPONSOR shall maintain time sheets for each employee whose salary, wage or benefits are paid wholly or in part with DEPARTMENT funds showing the hours worked on the project and the dates those hours were worked and the percent of such compensation chargeable to the DEPARTMENT.

5. PURCHASES

The SPONSOR shall establish and maintain proper purchase procedures to provide for competition to the extent practicable and result in the lowest possible cost of supplies, materials, equipment, services or labor purchased with DEPARTMENT funds.

6. TREATMENT OF ASSETS

A. Title to all nonexpendable property purchased wholly or in part with DEPARTMENT funds shall transfer to and be vested in the DEPARTMENT in proportion to the percentage of the purchase price paid for with DEPARTMENT funds.

B. SPONSOR shall annually submit an inventory listing of DEPARTMENT or jointly owned property in their custody to the DEPARTMENT. Upon completion of this AGREEMENT or when the property is no longer needed, the SPONSOR shall report the property to the DEPARTMENT for further utilization.

C. SPONSOR shall maintain adequate property management procedures; equipment maintenance standards; and safeguards to prevent loss, damage or theft of property as may be necessary and reasonable to manage, maintain and safeguard DEPARTMENT or jointly owned property.

D. During such time as DEPARTMENT or jointly owned property is held for use on the project for which it was acquired, the SPONSOR may use such property for other uses upon written authorization from the DEPARTMENT.

E. If the DEPARTMENT has no further need of the property, it shall be declared excess and reported to the Washington State Department of General Administration. Appropriate disposition

instructions shall be issued to the SPONSOR after completion of the DEPARTMENT's review. Where the SPONSOR is authorized or required to sell the property, proper sales procedures shall be established to provide for competition to the extent practicable and result in the highest possible return.

7. RECORDS, DOCUMENTS AND REPORTS

In addition to any other specific requirements for record keeping, the SPONSOR shall maintain books, records, documents and other evidence of accounting procedures and work performed which sufficiently and properly reflect all direct costs of any nature expended in the performance of this AGREEMENT. The SPONSOR shall retain all books, records, documents and other materials relevant to this AGREEMENT for six years after the termination of this AGREEMENT. All such records shall be subject to inspection, review and audit at reasonable times.

8. CONFLICT OF INTEREST

The DEPARTMENT may terminate this AGREEMENT if it is found that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW, the Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW, the Code of Ethics for Municipal Officers, Chapter 42.23 RCW; or any similar statute involving the SPONSOR in the procurement of, or performance under this AGREEMENT.

9. INDEMNIFICATION

The SPONSOR agrees to protect, save and hold harmless the DEPARTMENT or any employee thereof from all claims, costs, damages, or expenses arising out of acts or omissions of the SPONSOR's agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this AGREEMENT.

10. INSURANCE

Within 90 days of the execution of this AGREEMENT the SPONSOR shall provide the DEPARTMENT with a certificate of insurance indicating the limits of liability indemnification and coverage period. The amount of liability insurance shall not be less than one hundred thousand dollars for property damage, personal injury, and public liability insurance, and including loss, damage or injury arising out of the actual use of any pesticide. The DEPARTMENT shall be named as an additional named insured, and the SPONSOR shall notify or cause the DEPARTMENT to be notified of any changes in such insurance coverage.

11. ADVANCED PAYMENTS PROHIBITED

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by the DEPARTMENT.

12. DEFAULT

Failure of either party to perform its obligations under the terms and conditions of this AGREEMENT shall be deemed a breach and shall entitle the other party to declare a default.

13. WAIVER

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this AGREEMENT at any time thereafter.

14. TERMINATION

By written notice, the DEPARTMENT may terminate this AGREEMENT, in whole or in part, for failure of the SPONSOR to

perform any of the provisions hereof. The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or under this AGREEMENT.

15. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. If a third party files a lawsuit against either the DEPARTMENT or the SPONSOR in a venue other than Thurston County and the disputed contract term(s) relate to the third party lawsuit, then the DEPARTMENT may elect to resolve the disputed contract terms in the same venue as the third party lawsuit.

16. ENTIRE AGREEMENT

The parties agree that this document incorporates their entire AGREEMENT and supersedes any previous agreement of the parties. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this AGREEMENT shall have no force or effect unless in writing signed by both parties unless otherwise provided for, herein.

17. SEVERABILITY

Should any portion, clause, term, article or other provision of this AGREEMENT be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be effected and the rights and obligations of the parties shall be construed and enforced as if this AGREEMENT did not contain the particular clause or provision held to be invalid.

AGREEMENT NO. GC8811-02

This AGREEMENT is made by and between the Washington State Department of Agriculture (hereinafter referred to as the "DEPARTMENT") and Franklin County (hereinafter referred to as the "SPONSOR").

This AGREEMENT is made pursuant to, and in conformance with Washington law, and is intended to comply with the terms and conditions in WAC 16-752-ØØ1 and WAC 16-752-115 through 17Ø.

WHEREAS, The control of serious noxious weeds is necessary to maintain an adequate supply of agricultural products; and

WHEREAS, Comprehensive, well planned, and targeted noxious weed control projects are the most efficient and effective means of controlling noxious weed infestations that pose a potential economic or environmental threat to the state; and

WHEREAS, RCW 17.1Ø.25Ø provides that the legislative authority of any county with an activated county noxious weed control board or the board of any weed district may apply to the DEPARTMENT for noxious weed control funds; and

WHEREAS, The Washington State Legislature has appropriated funds to the DEPARTMENT for such purpose as provided in chapter 7, section 313, 1st ex. session, laws of 1987; and

WHEREAS, Chapter 39.34 RCW authorizes the DEPARTMENT and SPONSOR to enter into agreements to perform any governmental service, activity, or undertaking each is authorized to carry out.

NOW, THEREFORE, In consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do hereby agree as follows:

1. The term of this AGREEMENT shall commence on May 31st, 19 88 and end on June 3Ø, 19 89 unless said term shall be extended by mutual agreement or sooner terminated as provided, herein.

2. The SPONSOR shall bill the DEPARTMENT quarterly for allowable project expenses. Upon receipt of the quarterly expense statement and a financial report, the DEPARTMENT will pay monies directly to the SPONSOR. The total amount paid to the SPONSOR throughout the course of this AGREEMENT shall not exceed Nineteen thousand seven hundred dollars ($ 19,700.00). In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, after the effective date of this AGREEMENT and prior to completing, the DEPARTMENT may, at its discretion, discontinue, reduce, or limit payments to the SPONSOR.

3. The DEPARTMENT may, at its sole discretion, withhold payments owed the SPONSOR for work performed if the SPONSOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

4. The SPONSOR shall perform the work set forth in the SPONSOR's Approved Project concerning Class "A" and "B" Designate Eradication Project. attached hereto as Exhibit B and by this reference incorporated herein.

5. The SPONSOR shall notify the DEPARTMENT in writing of any such funds identified in Article 2, above, which will not be expended by the SPONSOR during the term of this AGREEMENT and declare such funds excess. Such notice shall be sent by certified mail on or before June 1, 19 89 and shall work to waive SPONSOR's rights to any such excess funds.

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For the DEPARTMENT:
Robert O. Rebhan, Plant Services Supervisor
406 General Administration Building, AX-41
Olympia, WA 98504

For the SPONSOR:
Franklin County/ Franklin County Noxious Weed Control Board
1016 N. 4th Ave.
Pasco, WA. 99301

8. If any provision of this AGREEMENT shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

9. This AGREEMENT may be altered, amended, or waived only by a written amendment executed by both of the parties hereto, or as otherwise provided, herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this 11th day of July, 1988.

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE

C. Alan Pettibone, Director

Franklin County

Harold N. Wachenheim

Bruce D. Whitemarsh

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS

During the performance of this AGREEMENT, the SPONSOR shall comply with the provisions of chapter 17.10 RCW, WAC 16-752-001 through 170, and all other applicable Federal, state, and local laws, rules, and regulations.

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During the performance of this AGREEMENT, the SPONSOR agrees to not discriminate against any employee or applicant for employment whose position is funded wholly or in part by the DEPARTMENT because of race, color, creed, national origin, sex, age, or sexual orientation.

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C. SPONSOR shall maintain adequate property management procedures; equipment maintenance standards; and safeguards to prevent loss, damage or theft of property as may be necessary and reasonable to manage, maintain and safeguard DEPARTMENT or jointly owned property.

D. During such time as DEPARTMENT or jointly owned property is held for use on the project for which it was acquired, the SPONSOR may use such property for other uses upon written authorization from the DEPARTMENT.

E. If the DEPARTMENT has no further need of the property, it shall be declared excess and reported to the Washington State Department of General Administration. Appropriate disposition

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8. CONFLICT OF INTEREST

The DEPARTMENT may terminate this AGREEMENT if it is found that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW, the Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW, the Code of Ethics for Municipal Officers, Chapter 42.23 RCW; or any similar statute involving the SPONSOR in the procurement of, or performance under this AGREEMENT.

9. INDEMNIFICATION

The SPONSOR agrees to protect, save and hold harmless the DEPARTMENT or any employee thereof from all claims, costs, damages, or expenses arising out of acts or omissions of the SPONSOR's agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this AGREEMENT.

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12. DEFAULT

Failure of either party to perform its obligations under the terms and conditions of this AGREEMENT shall be deemed a breach and shall entitle the other party to declare a default.

13. WAIVER

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14. TERMINATION

By written notice, the DEPARTMENT may terminate this AGREEMENT, in whole or in part, for failure of the SPONSOR to

perform any of the provisions hereof. The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or under this AGREEMENT.

15. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. If a third party files a lawsuit against either the DEPARTMENT or the SPONSOR in a venue other than Thurston County and the disputed contract term(s) relate to the third party lawsuit, then the DEPARTMENT may elect to resolve the disputed contract terms in the same venue as the third party lawsuit.

16. ENTIRE AGREEMENT

The parties agree that this document incorporates their entire AGREEMENT and supersedes any previous agreement of the parties. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this AGREEMENT shall have no force or effect unless in writing signed by both parties unless otherwise provided for, herein.

17. SEVERABILITY

Should any portion, clause, term, article or other provision of this AGREEMENT be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be effected and the rights and obligations of the parties shall be construed and enforced as if this AGREEMENT did not contain the particular clause or provision held to be invalid.

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of June, 1988, by Franklin County, Washington, hereinafter called "County", and Hickerson & Associates, hereinafter called "Engineer". The Engineer shall provide to the County professional architectural and engineering services to design the County's Public Health Building Renovation, hereinafter called the "Project".

In consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

1. Services. The Engineer shall provide the County consulting architecture and engineering services as provided in paragraph 2 below. The professional services to which the parties may agree are not necessarily limited to those listed in Paragraph 2 below and may be increased by the County at their discretion.

2. Scope of Work. Provide contract documentation for work stated on attached construction cost estimate (See Exhibit "A"). Work to include Architectural, Structural, Mechanical (HVAC & Plumbing) and Electrical. Assist with Bidding, Construction Inspection, and WSEO grant/loan funding.

3. Schedule. Provide a "Comment Issue" to County by June 13, 1988. Final Bid Package shall be completed two weeks after reception of County's comments.

4. Payments to Engineer.
   (a) Fee for services: The Engineer shall provide services to the County as set forth in paragraph 2 for a lump sum fee of $10,000.
   (b) Renegotiation of fee: The Engineer reserves the right to renegotiate this fee if the scope of services as specified is modified or changed, whereupon additional expenses will

be incurred by the Engineer. The County and the Engineer shall agree to such change in fee and services in writing prior to the Engineer's provision of such modified or changed services.

(c) Time of payments: Engineer will submit invoices monthly for the unbilled portion of services actually completed. County agrees to pay the invoiced amounts within 30 days from the date of receipt of invoice. Any payment that is not received by Engineer within said 30 day limit shall be considered delinquent and the amounts due Engineer shall include a charge at the rate of 1-1/2% per month for each month from the date the payment is due.

(d) Payments in the event of termination: In the event this Agreement is terminated, Engineer will be compensated for services performed under this Agreement to the date of termination in accordance with the above provisions for payment. The Engineer's costs to be determined by the cost schedule as set forth in Exhibit B.

5. Standard For Performance. The Engineer shall perform its services in accordance with generally accepted engineering and consulting standards and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

6. Termination. Either party may terminate this Agreement at any time upon 30 days written notice to the other party. In the event of termination, "extension" as used in section 12 shall not include the completion of any work described in scope of services in any accepted task order. Engineer shall remain responsible for actual work performed and for which it has been paid. The engineer shall not be responsible for work performed by others in completion of accepted scopes of work.

7. Access, Approvals, Permits. The County shall arrange for access to and make all provisions for the Engineer to enter upon such public and private property as may be required for the Engineer to perform its services.

8. Scheduling. The County shall inform the Engineer of activities being conducted by other parties and of any changes in schedules or other plans relevant to the services provided under this Agreement.

9. Opinions of Cost. The Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs are to be made on the basis of its experience and qualifications and represents its judgement as an experienced and qualified professional engineer, familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

10. Construction and Safety. The Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to work of contractors.

11. Submittal Review. Review of submittals by Engineer is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time.

12. Ownership and Reuse of Documents. The originals of all documents, including drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service in respect of the project.

The Engineer shall provide the County with a reproducible and/or non-reproducible copy of all documents, drawings, specifications and other work products which shall be the property of the County. For any non-reproducible copies, Engineer agrees to make available additional copies upon County's request at the rates set forth in Exhibit B. Such documents, drawings, and specifications are not intended or represented by the Engineer to be suitable for reuse, by the County or others, on extensions of the services provided for the project or on any other project. Any reuse without written verification or adaption by the Engineer for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Engineer, and the County shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaption by the Engineer will entitle the Engineer to further compensation at rates to be agreed upon by the County and the Engineer.

13. Client-Provided Information. Engineer is entitled to rely on all information furnished or to be furnished by County. County agrees to defend and indemnify Engineer, its officers, agents, and employees from any and all claims of any kind arising solely out of or relating to any errors or omissions in information provided by the County. In the event any claims are made against the Engineer, its officers, agents or employees which are a result in part of an error or omission in information provided by the County and to the extent that the error or omission in information provided by the County gave rise to such claim the County shall defend and indemnify the Engineer, its officers, agents and employees from such claim. PROVIDED, the County shall have no obligation to defend nor indemnify its Engineer, its officers, agents and employees for that portion of any claim which is not a result of any error or omission in information provided by the County.

14. Third-Party Beneficiaries. It is recognized that the services performed by Engineer are for the benefit of the County and no other party. There are no third-party beneficiaries to this Agreement.

15. Time Limit for Claims. Any claim brought by County against Engineer will be brought prior to the expiration of the appropriate statute of limitations.

16. Engineer's Liability. Engineer shall carry professional liability insurance for no less than $250,000 and shall furnish County proof of coverage upon request.

17. Separate Agreements. The terms and conditions of this Agreement may contain a series of separate agreements. If in any proceeding the court arbitrators shall refuse to enforce all of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

18. Entire Agreement. This Agreement constitutes the entire agreement between County and Engineer and supercedes all prior or contemporaneous oral or written representations or agreements pertaining to this specific project. This Agreement shall not be modified except with document signed by both parties and in writing.

19. Attorney's Fees. In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may judge reasonable as attorney's fees in such suit or action, in both trial court and appellate court.

20. Assignment. Neither party to this Agreement shall assign the Agreement, nor any interest arising herein, without the written

consent of the other. The Engineer shall be authorized to employ or subcontract with any other party or entity it deems necessary for the performance of any of the services to be provided by the Engineer pursuant to the terms of this Agreement.

21. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

FRANKLIN COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS

Howard Mathews
Chairman

Bruce Whitemarsh
Member

Member

APPROVED AS TO FORMS:

(Deputy) Prosecuting Atty.

HICKERSON & ASSOCIATES

By: Mors Jacobs

Date: 7/11/88

EXHIBIT A

HICKERSON & ASSOCIATES

500 N. Morain, Suite 1250
Kennewick, Washington 99336
(509) 735-3549, FAX. (509) 735-7706

Pasco Office: P.O. Box 2297
Tri-Cities, Washington 99302
(509) 545-4402

COST ESTIMATE FOR
PUBLIC HEALTH BUILDNG RENOVATION
(February 24, 1988)

DESCRIPTION OF WORK		COST
PACKAGE NO. 1		
1. Replace front entry wall and doors. (with insulated wall and doors)		
2. Replace exterior doors and frames. (with new metal doors and frames)		
3. Reroof. (remove old wet insulation and blow in new ceiling insulation)		
4. Provide new heat pump HVAC system. (incl. remove old boiler heating system)		
5. Refurbish restrooms. (incl. new fixtures, stalls, mirrors, vanities, and acessories)		$ 62,000
6. Design fee		$ 6,000
	TOTAL	$ 68,000
PACKAGE NO. 2		
1. Replace all windows. (with insulated windows)		
2. Insulate exterior walls. (with outside insulation system)		
3. Install new lower ceiling at lobby. (with suspended acoustical ceiling)		
4. Provide new reception counter.		
5. Repaint all interior walls.		
6. Provide new flooring throughout.		
7. Revamp lighting and electrical system.		$ 53,000
8. Design fee.		$ 4,000
	TOTAL	$ 57,000
TOTAL PACKAGE NOS. 1 & 2		$125,000
DEDUCTION IF WORK DONE AS ONE PACKAGE (smaller HVAC equipment required, less overhead)		(-)$ 8,000
TOTAL COST IF WORK DONE AS ONE PACKAGE		$117,000

EXHIBIT B

HICKERSON & ASSOCIATES

~~500 N. Morain, Suite 1250~~
~~Kennewick, Washington 99336~~
~~(509) 735-3549, FAX. (509) 735-7706~~

1807 W. Bonneville, Pasco
Post Office Box 2297
Tri-Cities, Washington 99302
(509) 545-4402 • FAX (509) 547-8752

FEE SCHEDULE

Professional and technical services are offered by Hickerson & Associates at the following hourly rates:

TITLE	CLASSIFICATION	HOURLY BILLING RATE
Principal-In-Charge	Professional Engineer	$60.00
Project Manager	Professional Engineer	58.00
Project Engineer/Architect	Registered Engr./Arch.	55.00
Civil Engineer	Engineer	45.00
Surveyor	Licensed Land Surveyor	40.00
Designer	Technician	35.00
Draftsman (CAD)	Technician	35.00 (1)
Draftsman	Technician	30.00
Research Assistant	Technician	20.00
Administrative	Secretarial	24.00 (2)
Two-Man Survey Crew	Technical	65.00 (3)
Electrical/Mechanical/ Soils/Structural Engrs.	Subconsultants	Cost + 15%
CAD Plotting	Support Services	30.00

NOTES: (1) Includes cost of computer equipment and CAD programs.

(2) Includes cost of computers, word processing equipment and software programs (Samna, Word Perfect, Wordstar).

(3) Includes cost of EDM equipment, vehicles, etc.

Expenses

Vehicle (other than survey)	$0.30/mi.
Telephone (long distance)	0.50/min.
Blueprints (24" x 36" and smaller)	1.50/sheet
Mylar (24" x 36" and smaller)	8.00/sheet
Sepia (24" x 36" and smaller)	4.00/sheet
Photocopy (11" x 17" and smaller)	0.10/sheet

All expenses not specifically described above shall be charged at cost plus 15 percent.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 13, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board prepared and signed a letter to the Yakima Health District supporting the proposal for The Central Washington Hispanic Aid Project (Exhibit A).

10:00 a.m. The Board met with Tim Fife, Assistant County Engineer. Mr. Gilkeson was out sick. Mr. Fife reviewed the bid notice for the renovation of the Benton-Franklin District Health building for obvious omissions. Mr. Fife's only concern was that the Highway Department on some of their projects needs a statement concerning prevailing wages. Mr. Whitemarsh would check into this. Mr. Fife advised that they did not get the notice to the Franklin County Graphic in time to meet the bid opening for the 1988 Road Striping; therefore, they did change the bid opening to August 1, 1988 at 10:00 a.m. General items discussed: status of the final report on the bridges; posting of bridges; obtaining scales for the Road Deputy.

Mr. Carter, Franklin County Fire Marshall, dropped off a copy of the City of Kennewick's proposed ordinance to restrict the type and usage of fireworks. Mr. Carter also requested that the Board support the City of Pasco's attempt to also restrict the sale and use of fireworks. The Board advised they would prepare a letter supporting their consideration of a new fireworks policy.

2:00 p.m. Mr. Mathews reconvened the public hearing on the new park ordinance. All three commissioners were present. Since Mr. Mathews did not make it clear that no testimony would be taken at this meeting, he would still allow testimony to be heard. Mr. Mathews advised that two changes have been made to the proposed ordinance: Section 1 Definitions, Item 12 Fees added "Fee schedule will be posted at park facilities and Franklin County Engineer's office."; and Section 28 Alcoholic Beverages (4) was changed to read "the written approval of the Board and the Franklin County Sheriff." Mr.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 13, 1988

Mathews advised that to date the location of the beer garden has not been selected; however, it has been requested to be between Road 38 and 56.

Mr. Foreman, Riverhaven area, advised that he has polled his neighborhood (those that were at home) and they felt that the access be removed away from their access point. There is not enough room for a beer garden and the emergency vehicles are parked in this area. It would create a great deal of confusion and problems for the homeowners. The Water Follies Association should talk to the property owners as to where they would want it.

Mr. Tom Kidwell, 4320 Riverhaven, pointed out that there is not enough room from his fence to the river (100 feet) for a beer garden. He has expressed his concern as to whether the Water Follies Association would clean up the bike path. Last year they left their garbage for the residents to clean up.

Mr. Mathews advised that many of the problems should be address to the Water Follies Association.

Mr. Miller made a motion to accept the new park ordinance with the changes made to Section 1, (12) and Section 28. Mr. Whitemarsh seconded. The Board voted as follows: Mr. Miller and Mr. Whitemarsh - yes; Mr. Mathews - no as he was personally against alcoholic beverages. Ordinance 5-88 (Exhibit B), Providing rules and egulations for the protection, management, and use of all Franklin County Park lands, including penalties, was adopted by a majority vote. Mr. Mathews closed the meeting.

Other items brought forward after the close of the meeting were:
Mr. Kidwell asked if the Water Follies should be asked to clean up the areas; docks are being torn off, could Water Follies use them for patrol boats to protect. He also advised that there were some big stumps that need to be taken out--Tim Fife, Assistant County Engineer, would check into this. Mr. Mathews advised that these should be discussed with the Water Follies Association. Mr. Foreman advised that this access in Riverhaven area was for the residents and owners and the Water Follies Association

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 13, 1988

has not talked to any residents and that other areas try to prevent the bringing glass into park, could this be done. Mr. Mathews - again, this should be discussed with Water Follies Association.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until July 18, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:
Debra McLaughlin
Clerk of the Board

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

July 13, 1988

Dr. Robert G. Atwood
Yakima Health District
104 North 1st Street
Yakima, WA 98901

Dear Dr. Atwood:

We have reviewed the proposal for The Central Washington Hispanic Aid Project and support your goals, wholeheartedly.

Franklin County also has a growing Hispanic population, and we have experienced problems similar to Yakima County.

There is an awareness that the Aids problem is growing, and we offer our cooperation in this effort.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

EXHIBIT B
FRANKLIN COUNTY

ORDINANCE NO. 5-88

AN ORDINANCE PROVIDING RULES AND REGULATIONS FOR THE PROTECTION, MANAGEMENT, AND USE OF ALL FRANKLIN COUNTY PARK LANDS, INCLUDING PENALTIES.

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FRANKLIN COUNTY

ORDINANCE NO. 5-88

AN ORDINANCE PROVIDING RULES AND REGULATIONS FOR THE PROTECTION, MANAGEMENT, AND USE OF ALL FRANKLIN COUNTY PARK LANDS, INCLUDING PENALTIES.

WHEREAS, RCW CHAPTER 36.32 authorizes the Board of Franklin County Commissioners to adopt and amend police regulations as are not in conflict with state law; and,

WHEREAS, the Board of Franklin County Commissioners finds that this ordinance provides for the public health, safety, and general welfare by establishing rules and regulations for the use of facilities at Franklin County Parks; now, therefore,

WHEREAS, the Board of Franklin County Commissioners finds it is desirable to commence codification of its ordinances; now, therefore,

BE IT ORDAINED by the Board of County Commissioners of Franklin County, Washington, as follows:

SECTION 1. DEFINITIONS

Whenever used in this chapter, the following items shall be defined as herein indicated:

(1) "Agreements" means any and all written agreements between a person or persons and the Department for the purpose of specific use of certain Department facilities.

(2) "Aircraft" means any passenger carrying machine or device designed to travel through the air, such as an airplane, helicopter, balloon, glider, ultra light, etc.

(3) "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined (alcohol, spirits, wine, and beer) and all fermented, spirituous, vinous, malt liquor, or otherwise intoxicating beverages; and every liquor or solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine, or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption; and any liquor, semisolid, solid, or other substance which contains more than one percent alcohol by weight shall be conclusively deemed to be intoxicating.

(4) "Board" means the Franklin County Board of County Commissioners.

(5) "Boat" means any floating device, powered by internal combustion engine, sail, or human power capable of traveling on or under water.

(6) "Camper" means a motorized vehicle containing sleeping and/or housekeeping accommodations, and shall include a pickup truck with camper, a van-type body, a converted bus, or any similar type vehicle.

(7) "Camping" means erecting a tent or shelter or arranging bedding or both, for the purpose of, or in such a way as will permit remaining overnight; or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.

(8) "Department" means the Franklin County Parks Department.

(9) "Director" means the Director of the Franklin County Parks Department.

(10) "Discrimination" means any action or practice which prohibits participants based on sex, age, race, color, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

(11) "Facilities" means any building, structure, roadway, trail, path, equipment, or area operated by the Franklin County Parks Department.

(12) "Fee" means the currently adopted fee schedule for use of Franklin County Park facilities. Fee schedule will be posted at park facilities and Franklin County Engineer's office.

(13) "Franklin County Park" means any area specifically described as a Franklin County Park in this ordinance and any area designated as Franklin County Park by resolution of the Board subsequent to the date of adoption of this ordinance.

(14) "Mechanical trapping device" means any device such as a snare or machine that shuts suddenly, as with a spring, upon contact by an animal, or a device which kills or inflicts physical pain and injury upon a captured animal.

(15) "Motor vehicle" means any self-propelled device, excepting devices moved by human power, capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and shall include but not be limited to four-wheel drive vehicles, two-wheel drive vehicles, three-wheelers, motorcycles, and snowmobiles, whether or not they can legally be operated upon the public highways whether licensed or unlicensed.

(16) "Park Caretaker" means duly appointed Franklin County Parks employee serving as a manager of a County park.

(17) "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by County ordinance or the Franklin County Parks Department.

(18) "Person" means all natural persons, firms, partnerships, corporations, clubs, and all associations or combination of persons whenever acting for themselves or by an agent, servant, or employee.

(19) "Reservation" means any and all written reservations for a person or persons for the purpose of specific use of certain Department facilities.

(20) "Rocket" means any device containing a combustible substance which when ignited propels the device forward or upward.

(21) "Trail" means any path or track designed or used exclusively by pedestrians, bicycles, or equestrians; or other right-of-way specifically designated and posted for non-vehicular use.

(22) "Trailer" means a towed vehicle which contains sleeping, housekeeping accommodations, or material transporting capabilities.

SECTION 2. PURPOSE

The park playgrounds, passive use areas, special use areas, roads, paths, trails, activity centers, and other park facilities of the Department are established for public recreation purposes. Public recreation consists of use, appropriate to the facility, initiated by individuals, families, or small groups with or without reservations and permits; or large group activities planned by groups and brought under the control of the Department when authorized by the conducted under reservation, permit, agreement, or contract with the Department.

SECTION 3. ADMINISTRATION - HOURS

The Director shall establish for each Franklin County Park, according to existing conditions, times and periods when the park area will be open or closed to the public. Such times and periods shall be posted at the entrance to the Franklin County Park affected and at the Department Office. Park hours are subject to current conditions and may vary by season. Park front gates may be open during normal business hours but the park area will be closed to public use when so posted. No person shall enter or be present at a Franklin County Park after closing time or when the park area is closed, except persons camping in a designated camping area who have paid the applicable use fee, or persons who have a

reservation or are associated with the person or persons having a reservation at a Department facility.

SECTION 4. RESERVATIONS

A person or persons may make application to reserve Department facilities for specific uses and for specific periods of time. Reservations are made through the Park Caretaker or the Department Office. The Department reservation procedure is:

(1) All applications are subject to current Department rules, regulations, policies, and fee schedules.

(2) All applications are on a first come first serve basis. Some facilities are not subject to reservations and are so posted on a map at the facility and Department Office.

(3) The County Parks Department may require additional damage deposit, health, safety, and law enforcement coverage for the reserved facility at the applicant's expense for reasonable cause as determined by the Director or the Board.

(4) No reservation will be guaranteed or effective until the appropriate fee is received by the Department, all required permits are secured, and all applicable Department requirements have been satisfied.

(5) Any area or facility within the boundary of any Franklin County Park which has been reserved for any person or persons may not be used by others during the reservation. No equipment in the reserved area may be moved or removed from said area the day of the reservation.

SECTION 5. GROUP USE

(1) Religious services or group rallies may be permitted in a Franklin County Park where, in the opinion of the Director, facilities are adequate and such activities will not conflict in any way with normal park usage. To avoid conflict, permission for such activities must be obtained in advance from the Director. Written permission for the use of loudspeakers by groups must be obtained in advance. No live bands or musical groups are permitted without written approval of the Board or the Director.

(2) Activities for groups using the facilities shall normally begin after 10:00 a.m. and cease at 10:00 p.m. unless otherwise approved on the reservation agreement. Groups must agree to vacate the facility by 12:00 midnight.

(3) All groups must leave the facility or area in a condition considered satisfactory to the Park Caretaker. No groups

shall conduct activities causing extra custodial or maintenance work unless previous arrangements have been made to pay for such work and is so stated in the reservation agreement. Causing extra custodial work without previous arrangements may subject the group to mandatory cleanup fees as listed in the fee schedule.

SECTION 6. LIABILITY

(1) A person or persons using facilities by reservation or agreement, shall protect and save Franklin County, its elected and appointed officials, and employees (while acting within the scope of their duties as such), harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the persons, employees, or third parties on account of personal injuries, death, or damage to property arising out of the use of the premises, or in any way arising out of the acts or omissions of the person and/or his agents, employees, or representatives. Users of any and all Franklin County Park facilities or areas do so at their own risk. Franklin County assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of Department facilities.

(2) LIABILITY INSURANCE. Any person or persons using facilities by reservation or agreement may be required, at the discretion of the Director, to obtain and maintain during all periods of use, public liability insurance acceptable to the County and/or other insurance necessary to protect the public and the County on premises reserved, with coverage of liability not less than combined single limit personal injury and/or personal damage liability of $1,000,000 per occurrence. The group shall provide a certificate of insurance or an insurance binder prior to the reservation, and upon written request of the County, a duplicate of the policy, as evidence of the insurance protection provided. This insurance shall not be cancelled or reduced without prior written notice to the County, thirty days in advance of the cancellation or reduction.

SECTION 7. ADULTS TO ACCOMPANY MINORS

At all assemblies of minors, responsible adults must be present through the entire function.

SECTION 8. STORAGE OF EQUIPMENT - LIABILITY OF COUNTY

Franklin County shall not provide special equipment, nor storage space for equipment, necessary for any group's activity. Franklin County shall not be responsible for loss or damage to equipment.

SECTION 9. FACILITY USE - CONCESSIONS

Franklin County reserves all concession rights in County owned or managed parks. Non-profit groups and organizations may sell or arrange for a concessionaire to sell concessions to members of their group or organization using a park facility and to spectators at that facility provided that arrangements and fees to the Department are agreed upon in writing prior to the event(s).

SECTION 10. FAILURE TO PERFORM

The misuse of a park facility or the failure to conform with this ordinance or Department regulations will be sufficient reason for denying any future application for use of park facilities.

SECTION 11. MOTOR VEHICLES

(1) PARKING. No operator of any automobile, trailer, camper, boat trailer, or other motor vehicle, shall park such vehicle in any Franklin County Park other than in a designated motor vehicle parking area, except where the operator is using the area for a designated recreational purpose and the vehicle is parked either in a designated parking area for the event or in another area with the permission of the Park Caretaker. No person shall park, leave standing, or abandon a motor vehicle, camper, or trailer in any Franklin County Park after closing time, except when camping in a designated area or with the permission of the Park Caretaker. Any vehicle found parked in violation of this ordinance may be towed away at the owner's or operator's expense.

(2) SPEED LIMITS. No person shall drive a motor vehicle within any Franklin County Park area at a speed greater than ten miles per hour unless otherwise posted, having due regard for the traffic on, and the surface and width of the road, and in no event at a speed which endangers the safety of persons, property, or wildlife. Motor vehicles may be operated only on authorized roadways. No vehicle may be operated on a trail posted for non-vehicular traffic or on grass.

(3) TRUCKS AND COMMERCIAL VEHICLES. No person shall cause a truck or other vehicle while being used for commercial purposes to enter upon, use, or traverse any portion of any Franklin County Park or any park road therein, except in the service of the Department, at the request of the employees of the Department or by expressed permission of the Director for a special activity not inconsistent with Franklin County Park use; provided that the provisions of this section shall not apply to County roads or state highways.

SECTION 12. AIRCRAFT

(1) AIRCRAFT LANDING. No aircraft shall land on or take off from any body of water or land area in a Franklin County Park not specifically designated for such use.

(2) MODEL AIRCRAFT AND ROCKETS. No rockets or model aircraft shall be flown in any Franklin County Park except in specifically designated areas.

(3) HOT AIR BALLOONS. No person shall fly or land hot air balloons in any Franklin County Park unless authorized to do so by the Department.

SECTION 13. BOATING

(1) LAUNCHING AND USE. No person shall launch a boat in any Franklin County Park except in areas specifically designated for that purpose. The Department may determine appropriate boats for specific water areas and post this determination. No other boats shall be allowed in or on these designated waterways.

(2) COMMERCIAL CRAFT PROHIBITED. Use of any boat launching in any Franklin County Park by commercial craft is prohibited. For the purpose of this rule, "commercial craft" means craft used for any commercial purpose.

(3) MOORAGE. No person or persons shall moor, anchor, dock, or berth a boat or other object overnight in a Franklin County Park unless designated for such use by the Department. No more than three boats or other objects may be tied or rafted together when moored, docked, or berthed adjacent to a dock, pier, or float in a Franklin County Park. No person or persons shall moor, dock, or berth a boat or other object to a log boom or float line which delineates a swimming area in a Franklin County Park.

SECTION 14. CAMPING - IN DESIGNATED AREAS ONLY

No person shall camp in any Franklin County Park except when specifically authorized by the Park Caretaker or the Director.

SECTION 15. OCCUPANCY POLICY

Occupancy of camping facilities shall be limited to the conditions of the group reservation, agreement, or contract, and existing park rules; or limited to occupancy related to an event and so posted at the park.

Ordinance No. 5-88
Page 8

SECTION 16. SWIMMING

(1) IN DESIGNATED AREAS ONLY. Swimming shall only be permitted within areas marked with buoys, log booms, or other markers which clearly designate swimming boundaries. Playing games and general horseplay in swimming areas is prohibited.

(2) SWIMMERS MUST OBEY RULES. All persons using any designated swimming area shall obey all posted beach rules and instructions of the Park Caretaker or other Department employees.

(3) SWIMMING IN BOAT LAUNCH AREAS PROHIBITED. No person shall swim or sunbathe in any designated boat launching area.

(4) FALSE ALARM OF DROWNING PROHIBITED. No person shall give or transmit a false signal or false alarm of drowning.

SECTION 17. FISHING

(1) GAME FISH. All laws, rules, and regulations of the State Game Commission relating to season, limits, and methods of fishing are applicable to fishing for game fish in Franklin County Parks. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boatlanding, or beach which is posted with a sign prohibiting fishing.

(2) FOOD FISH. All laws, rules, and regulations of the State Department of Fisheries relating to season, limits, and methods of taking are applicable to the taking of food fish in Franklin County Parks; except that in addition to such laws, the Department may close certain areas within Franklin County Parks for specific periods of time to the taking of fish.

SECTION 18. MECHANICAL TRAPPING DEVICES, CAPTURING, OR INJURING ANIMALS PROHIBITED

The use of a mechanical trapping device within any Franklin County Park is prohibited. The act of capturing an animal by other than lawfully sanctioned means and without the approval of the Director and State Game Department, Humane Society, or Animal Control official is prohibited. Animals which are in the park shall not be teased, harassed, or otherwise treated in a cruel or inhumane manner.

SECTION 19. PICNICKING

Picnicking is permitted only in designated and marked picnic areas, or in such other places within a Franklin County Park as may from time to time be designated for such use by the Park Caretaker or the Director.

SECTION 20. ICE

No person shall go out onto ice in any Franklin County Park or park area, except in areas specifically designated for that purpose. This includes but is not limited to lakes, rivers, streams, and other bodies of water.

SECTION 21. ANIMALS IN COUNTY PARK FACILITIES

(1) Animals, except those considered dangerous or destructive, are permitted in any Franklin County Park provided that the animals must be kept on a leash or other restraining device and under control at all times. This regulation may be waived by the Director for specific events conducted by organized groups.

(2) Any person with an animal in his possession in any park shall be responsible for both the conduct of the animal and for removing from park grounds feces deposited by such animal.

(3) No animals shall be allowed in any bodies of water managed by the Department.

(4) The Board finds that the best use of County Parks is achieved when patrons can enjoy the tranquility of the park's natural environment. The Board further finds that tranquility is disturbed by the sound of barking dogs. It shall be unlawful to have a dog which is barking in a County Park.

(5) HORSEBACK RIDING - IN DESIGNATED AREAS ONLY. No horses shall be permitted in any Franklin County Park, except where designated and posted to specifically permit such activity. Horses shall not be permitted in any designated swimming area, campground, picnic area, or lawn area.

(6) HORSEBACK RIDING - SO AS TO ENDANGER OTHERS. No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.

SECTION 22. DAMAGE TO PROPERTY

No person shall cut down, destroy, or in any way injure or damage any shrub, tree, vine, grain, grass, or crop standing or growing or which has been cut down in any Franklin County Park unless authorized to do so by the Department.

SECTION 23. REMOVAL OF PROPERTY

No person shall change the position of or remove any property, material, or equipment from its original position on or from any area under the jurisdiction of the Franklin County Parks Department.

SECTION 24. DUMPING OF WASTE

(1) USE OF DESIGNATED CONTAINERS. No persons shall leave, deposit, drop, or scatter bottles, broken glass, ashes, waste paper, cans, or other rubbish in a Franklin County Park, except in a designated refuse container.

(2) OUTSIDE HOUSEHOLD OR COMMERCIAL WASTE. No person shall deposit any household or commercial garbage, refuse, waste, or rubbish which is brought as such from private property, in any Franklin County Park garbage can or other receptacle designated for rubbish collection.

(3) WASTE FROM VEHICLES. No person shall, in any Franklin County Park, drain or dump refuse, oil, gas, or waste from any trailer, camper, automobile, or other vehicle, except in designated disposal areas or receptacles.

(4) FOOD WASTE, WASHING OF CLOTHES OR ANIMALS. No person shall clean fish or other food, or wash any clothing or other articles for personal or household use, or any animal, except at designated Franklin County Park.

(5) WASHING OF VEHICLES. No person shall clean or wash any automobile or other vehicle in any Franklin County Park, except in areas specifically designated for that use.

(6) DUMPING IN WATER PROHIBITED. No person shall pollute, or in any way contaminate by dumping or otherwise depositing therein, any waste or refuse of any nature, kind, or description, including human or bodily waste, in any stream, river, lake, or other body of water running in, through, or adjacent to any Franklin County Park.

SECTION 25. SOLICITATION

No person shall solicit, sell, or peddle any goods, wares, merchandise, liquids, or edibles for human consumption, or distribute or post any handbills, circulares, signs, or use any loudspeakers or other amplifying device in any Franklin County Park, except by concession contract or by permission by the Department.

SECTION 26. FIREWORKS

No person shall possess, discharge, set off, or cause to be discharged in or into any Franklin County Park any firecrackers, torpedoes, rockets, fireworks, explosives, or substance harmful to the life or safety of persons or property, unless so authorized by the Department.

SECTION 27. WEAPONS

No person shall possess a firearm with a cartridge in any portion of the mechanism; nor shall any person discharge across, in, or into any Franklin County Park, a firearm, bow and arrow, air or as operated weapon, or any device capable of injuring or killing any person or animal, or damaging or destroying any public or private property, except where the Department has authorized a special recreational activity upon finding that it is not inconsistent with Franklin County Park use and such use is confined to a designated area so posted for such use.

SECTION 28. ALCOHOLIC BEVERAGES

No person shall consume or possess any alcoholic beverage in any Franklin County Park, except (1) in a manner, time, and place authorized in writing by the Director, (2) in accord with a permit issued by the Washington Liquor Control Board, (3) with a payment of any required fee, and (4) the written approval of the Board and the Franklin County Sheriff. Any such approval may be contingent upon the satisfactory completion, observance, and enforcement of reasonable requirements.

SECTION 29. FIRES

Open fires and portable units using flammable materials are restricted to designated park areas, fireplaces, fire rings, or grills.

SECTION 30. AREA CLOSURES

Areas designated by signs or barricades are closed to public access or use.

SECTION 31. APPLICABILITY-ADOPTION OF RULES AND REGULATIONS

This ordinance shall be applicable to all Franklin County Parks which are designated as such by the Board. The Director is hereby authorized to adopt such rules and regulations, not inconsistent with this ordinance, governing the use of Franklin County Parks as he or she deems appropriate. The Director shall establish such use and application fees as he or she deems appropriate; PROVIDED, such fees are reasonably related to the activity authorized, and the

Department's expense in maintaining the activity area, and the processing of the application.

SECTION 32. PENALTIES - ENFORCEMENT

Every person who violates any of the provisions of this chapter shall be guilty of a misdemeanor; EXCEPT, violations of Section 15. MOTOR VEHICLES-PARKING, shall be a civil infraction with the same sanctions as parking violations pursuant to Chapter 46.90 RCW and RCW 46.63.110. In addition, every person failing to comply with any provision of this chapter shall be subject to immediate ejection from the Franklin County Park. The Franklin County Parks Director, Parks Department employees, and other law enforcement officers are authorized and directed to enforce the provisions of this ordinance.

SECTION 33. SAVINGS CLAUSE

If any provision or section of this ordinance or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

SECTION 34. CODIFICATION

This ordinance shall be codified as Chapter 43.51 Franklin County Code.

SECTION 35. REPEALER

Franklin County Ordinance No. 3-70, together with all amendments thereto, is hereby repealed. This ordinance shall supersede all previous ordinances or resolutions which conflict with any of the rules or regulations contained herein.

This ordinance shall be effective as of July 23, 1988.

Adopted this 13 day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 18, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expenses reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Salary Clearing - Warrant Numbers 1995 - 2015, Both Inclusive - $111,791.78.

The Board met with Jack Cooney, Ray Hart, Mr. Erickson with the Area Agency on Aging and Art Finke, Pasco Center. Mr. Cooney presented their proposed 1989 budget (Exhibit A). Mr. Cooney reviewed the proposed budget with the Board. He did question why the Benton-Franklin Health District was charging $5 per flu shot since the serum is free from the state and they are paying for a nurse in their Health Maintenance project line.

10:00 a.m. The Board met with Tim Fife, Assistant County Engineer. Mr. Fife presented for the Board's signature approval of the following: warrants for MV & PW Equipment Fund - $14,271.79 and County Road Fund - $204,143.73. The Board had received a permit request from the Water Follies requesting beer gardens during the Water Follies on Franklin County owned, leased or used property. The Board and Mr. Fife signed the permit. The permit would be sent to the Franklin County Sheriff for his review and approval. Mr. Miller mentioned that a letter is being sent to the Corp of Engineers as they have advised us that they must also give their approval.

According to R.C.W.36.17, the Board reviewed a reestablishment of salaries for District 1 and 2 for calendar years 1989 through 1992. Mr. Miller made a motion to adopt this reestablishment of salaries for District 1 and 2 as presented; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-67, Resolution Establishing Salaries for Commissioners of District Numbers 1 and 2 for calendar years 1989 through 1992 (Exhibit B).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 18, 1988

11:03 a.m. Mr. Mathews convened the public hearing on the short plat application by Dallas Dobson. All three commissioners were present. Also present, Robert Boothe, Franklin County Planner. No public in attendance. For the record, let it be known that Mr. Mathews is an active member of the church where Mr. Dobson is pastor. Mr. Boothe presented the application to the Board: Mr. Dobson has requested preliminary approval to subdivide approximately 3.5 acres into three lots to be served by individual wells and septic tanks. The property is commonly referred to as "that property located on the west side of Road 52 and being approximately 700 feet, more or less, north of Court Street." The property currently has a residence on two of the proposed lots and a dwelling is in the process of being built on the third. The proposed division would give approximately one acre to the two current residences and one and one-half acres to the new residence. The Planning Commission has approved the application with 10 conditions of approval as requested by themselves and other departments. Mr. Whitemarsh was not comfortable with the fact that there is not a fire hydrant, but this would be addressed in the future. Presently all three properties do have irrigation water. Mr. Miller made a motion to approve SP 003-88, short plat application by Dallas Dobson, with the conditions as presented by the Planning Department. Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-68, Short Plat 003-88 for Dallas Dobson (Exhibit C).

A letter was sent to the City of Kennewick expressing interest in obtaining the water tower that was declared surplus (Exhibit D).

It was brought to the Board's attention that a resolution changing the totals for the Current Expense and Revenue had not been written after the public hearing June 29, 1988 for the transferring of the monies from the Equipment Reserve account to the Parks Current Expense account. The Board prepared and approved Resolution 88-69, Change of totals in Park's Current Expense Budget; change of totals in Franklin County's Current Expense Budget - both Reserve and Expenditures (Exhibit E).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 18, 1988

The Board prepared and unanimously adopted Resolution No. 88-70, Transfer of Contingency Line Item Funds Budget 00700 Non-Department to Underfunded Budgets (Exhibit F).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 24547-24694, Both Inclusive	- $111,791.78
COUNTY ROAD	-	None	
EQUIPMENT RENTAL	-	None	
LAW LIBRARY	-	None	
SHERIFF's NARCOT	-	None	
JAIL COMMISSARY	-	None	
TRT (SWAT)	-	None	
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	None	
PUBLIC HOSPITAL	-	None	
CENTENNIAL			
LICENSE PLATES	-	None	
CEMETERY #1	-	None	
CEMETERY #2	-	None	

General discussion was held on ways to bring the budget in line--as in the past freezing of spending/hiring. A letter would be composed and sent out to the Elected Officials and Department Heads outlining.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until July 25, 1988. There would be no board meeting Wednesday, July 20, 1988 as there will be no quorum after 9:00 a.m. that morning.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Malthaner
Chairman

Bruce Altenmarch
Member

Ken Mix
Member

Attest:
D.M. McLaughlin
Clerk of the Board

Area Agency Programs

Programs	1988 Budget	1989 Proposed	
Foot Care	$ 7,650.00	$ 7,800.00	$ 150.00 Increase
Health Maintenance	$ 7,650.00	$ 7,650.00	Same
Health Screening	$ 11,300.00	$ 11,500.00	$ 200.00 Increase
Information + Assistance	$ 58,654.00	$ 58,278.00	$ 376.00 Decrease
Nutrition	$ 53,000.00	$ 53000.00	Same
Transportation	$ 7,000.00	$ 7,000.00	Same
Totals	$ 145,254.00	$ 145,228.00	$ 26.00 less

Assigned Money

Senior Employment	$ 5,042.00		

FRANKLIN COUNTY

RESOLUTION NO. 88-67

RESOLUTION ESTABLISHING SALARIES FOR COMMISSIONERS OF DISTRICT NUMBERS 1 AND 2 FOR CALENDAR YEARS 1989 THROUGH 1992.

WHEREAS, pursuant to the provisions of R.C.W.36.17.020 the Board of County Commissioners of Franklin County, Washington is empowered to fix the salaries of the members of the Board of County Commissioners, and

WHEREAS, salaries of the members of the Board of County Commissioners of Franklin County for Commissioner Districts Number 1 and Number 2 have not been established for the calendar years 1989, 1990, 1991, 1992, and

WHEREAS, it is necessary that said salaries be established prior to the election of said members,

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Franklin County, Washington as follows:

SECTION 1.

The salaries for the members of the Board of County Commissioners of Franklin County, Washington for Commissioner Districts Number 1 and Number 2 shall be as follows:

> Each succeeding January 1st including but ending with January 1, 1992, the salaries shall be increased by such percentage as shall equal the percentage increase in the seasonally unadjusted ALL Urban Consumer Price Index for Seattle-Everett, Washington (All Item, 1967-100) as reported by the United States Department of Labor and using the proceeding twelve month period ending with the September preceding the increase; provided, however, no annual salary increase shall exceed five (5%) percent, nor shall salary be decreased.

SECTION 2.

Medical benefits for the members of the Board of County Commissioners of Franklin County, Washington for Commissioner Districts Number 1 and Number 2 for calendar years 1989, 1990, 1991 and 1992 are hereby granted to said members at the actual authorized cost thereof pursuant to the provisions of 42.04.190 and in the same amount as provided all County employees.

SECTION 3.

No commissioner or replacement therefor shall have the benefit or advantage of the salary or benefits as set forth in Sections 1 and 2 hereinabove during said members current term of office.

SECTION 4.

If any provision of this resolution, or its application to any person or circumstance is held invalid, the remainder of the resolution, or the application to the other persons or circumstances is not affected.

SECTION 5.

This resolution shall be in full force and effect immediately upon passage thereof and shall so remain until duly and lawfully amended or repealed.

PASSED by the Board of Franklin County Commissioners this 18th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney
Franklin County

FRANKLIN COUNTY COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-68

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 003-88 **APPLICANT:** Dallas Dobson

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of Dallas Dobson and has recommended **APPROVAL/~~DENIAL~~** of the preliminary short plat (subject to the following conditions) ~~(for the following reasons)~~

SEE ATTACHED

, and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 18th **DAY OF** July, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce A. Whitemarsh
Member

Attest:

Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - DOBSON SHORT PLAT - FILE # S.P. 003-88

1. The access easement serving Lots 2 & 3 will be required to be an all weather surfaced road; i.e. 4" of gravel and a minimum of 20 feet wide.

2. Premisis identification on each residence is required.

3. Irrigation water is required to be supplied to each lot within the short plat.

4. Road 52 is to show 40' of right-of-way west of the centerline.

5. Approach permits are needed. Existing approaches need to be brought up county standards. Tha applicant should contact the County Highway Department.

6. The final short plat shall show the Auditor's File Number for the 20 foot access, utility and irrigation easement over Martin Gibbs property or have Martin Gibbs sign the final short plat.

7. The surveyor contact the County Engineers Office regarding the bearing along the south line of Section 22.

8. The final short plat shall show the south 30 feet of Lots 2 and 3 reserved for future county roads. (Agate Street alignment).

9. A statement shall be placed on the final short plat which states that the lots owners (s) or future owners shall agree to participate in future L.I.D.'s or R.I.D.'s for roads, drainage, curb and gutter, street lights, storm sewers, water and or sanitary sewers.

10. The final short plat shall show the 30 foot road easement on the property located south of the land being divided. (30' road easement AF # 204118, 6-9-59).

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

NOTICE OF PUBLIC HEARING

THIS IS TO GIVE NOTICE that there has been proposed to the Board of County Commissioners, Franklin County, Washington, an application by:

Dallas Dobson (Name) 4805 West Wernett Road, Pasco, WA 99301 (Address)

for preliminary approval to subdivide (short plat) approximately 3.5 acres into 3 lots to be served by individual well and septic tanks.

located on the following described property:

LEGAL DESCRIPTION: A portion of the S½ of the NE¼ of the SE¼ of the SE¼ of Section 22, T9N, R29EWM, Franklin County, WA. (A copy of full legal description may be obtained at the Franklin County Planning Department.)

OR MORE COMMONLY REFERRED TO AS: That property located on the west side of Road 52 and being approximately 700 feet, more or less, north of Court Street.

NOW, THEREFORE, LET ALL CONCERNED TAKE NOTICE that there shall be a public hearing upon such short plat and the matter of its approval in the Commissioners Chambers, Room 201 of the Courthouse located at 1016 North 4th, Pasco, Washington at the hour of 11:00 ☒a.m./☐xxxx on the 18th day of July, 19 88, for the purpose of providing all interested persons with the opportunity to appear and state their arguments for or against the approval of such short plat, all as provided by Chapter 36.32.120 of the Revised Code of Washington.

DATED THIS 29th **DAY OF** June, **19** 88.

ATTEST:

DD McLaughlin

Clerk of the Board

Publish: July 7, 1988
Franklin County Graphic
Tri-City Herald

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

July 18, 1988

Mr. Joe Painter
City Manager - Kennewick
P. O. Box 6108
210 West 6th
Kennewick, WA 99336

Dear Joe:

We are interested in the purchase of the water tower that you have declared surplus.

We want to purchase the item from you at the current value of $5,000.00. We are working with the Community Revitalization Team in the Community Development Department for a loan both to purchase and remove the item.

If you can just hold a few days, I believe we will have this worked out.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

FRANKLIN COUNTY

RESOLUTION NO. 88-69

RE: CHANGE OF TOTALS IN PARK'S CURRENT EXPENSE BUDGET; CHANGE OF TOTALS IN FRANKLIN COUNTY'S CURRENT EXPENSE BUDGET - BOTH RESERVE AND EXPENDITURES

WHEREAS, the Franklin County Road Department has determined it is to its best interest to replace the current resident's dwelling at Chiawana Park, and

WHEREAS, they have agreed to fund the removal of the current dwelling and the purchase and installation of a new dwelling.

Whereas, this money was transferred by a public hearing held 10:10 a.m., Wednesday, June 29, 1988, with no public in attendance, from the Equipment Reserve and Replacement Fund to the Park Current Expense fund by Resolution No. 88-59.

THEREFORE, the following changes in the amount of $17,000.00 shall be reflected in the 1988 Franklin County Current Expense Budget.

1988 REVENUE

Line		
338.0	Intergovernmental Service Revenues	
338.76	Shared Cost of Park Facility	$17,000.00
338.0	Total Intergovernmental Revenue	$17,000.00 From $1,391,435.00 to $1,408,435.00
	Total Revenue Budget	**Increase of $17,000.00 From $5,449,639.00 to $5,466,639.00**

FRANKLIN COUNTY CURRENT EXPENSE BUDGET 1988

Account 00420	Parks	
576.80.60 .62	Capital Outlays Buildings	Increase $17,000.00
576.80.60	**Total Capital Outlays**	**From $0 to $17,000.00**

Resolution No. 88-69
July 18, 1988
Page 2

576 Total Park Facilities

Increase $17,000.00
From $72,875.00 to $89,875.00

Franklin County Total Expenditure Budget

Increase $17,000.00
From $5,449,639.00 to $5,466,639.00

Dated this 18th day of July, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harolden Matheson
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

Attest:

Debra Lang Mun.
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-20

RE: TRANSFER OF CONTINGENCY LINE ITEM FUNDS BUDGET 00700 NON-DEPARTMENT TO UNDERFUNDED BUDGETS.

WHEREAS, certain Budgets were not funded for expected expenditures, and

WHEREAS, there is a contingency fund line item in the Non-Department Budget 00700 of $50,000.00,

THEREFORE, THE FOLLOWING TRANSFERES ARE AUTHORIZED WITHIN THE 1988 Current Expense Budget of Franklin County.

TRANSFERED FROM:

00700	Non-Department	
597.00 10	Contingency Fund	Decrease by $46,700 to $3,300
00700	TOTAL	Decreased by $46,700.00 From $375,691.00 to $328,991.00

TRANSFERED TO:

00620	Superior Court Current Expense	
512.21	Other Services & Charge	
44	Advertising (Clerk)	Increase from 0 to $5,000.00
49 1	Court Costs	Increase $30,200.00
	$15,000 Judge Salary	
	$15,200 Indigent Defense Attorney	
512.21	TOTAL SUPERIOR COURT	Increase $35,200.00 From $320,090.00 to $355,290.00
512	JUDICIAL	$355,290.00
510	TOTAl GENERAL GOVERNMENTAL SERVICES	$355,290.00
00720	Aid to Other Government	
519.90 50	Intergovernmental Services	
50 1	Governmental Conference	Increase $1,500.00 From $2,850.00 to $4,350.00
50 4	Juvenile Services	Increase $10,000.00 From $191,525.00 to $201,525.00

Resolution No. 88-20
Page 2

519.90 50	TOTAL INTERGOVERNMENTAL SERVICES	Increase $11,500.00 From $486,975.00 to $498,475.00
519.90	TOTAL MISCELLANEOUS	$498,475.00
519	TOTAL OTHER GENERAL GOVERMENTAL SERVICE	$498,475.00

DATED this 18th day of July, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 20, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was attending a CRAB Board meeting in Olympia.

Per previous discussions and input on the balancing of the 1988 budget a letter was prepared July 19, 1988 to all Elected Officials and Appointed Department Heads issuing a freeze on the following: capital outlay purchases including those already budgeted; all discretionary raises in salaries; hiring for new positions; hiring for position replacement. Mr. Whitemarsh felt this was necessary to try to keep the budget from going further over. After discussions with Mr. Miller and telephone discussion with Mr. Mathews, Mr.Whitemarsh signed the letter July 19, 1988 as he would not be present Wednesday, July 20, 1988. Mr. Mathews and Mr. Miller signed the letter (Exhibit A) July 20, 1988 with copies being mailed to the Assessor, Auditor, County Clerk, Engineer, Planner, Prosecutor, Sheriff, Treasurer, Building Supervisor, Captain Turner, Fire Marshall, Emergency Management Director, Human Services Director, Juvenile Department Director, Superior Court and District Court.

There being no further business the Franklin County Board of Commissioners meeting was adjourned at 9:00 a.m. (Mr. Mathews was attending a tour of the hazardous waste site in Arlington, Oregon) until July 25, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:

Diane McLaughlin
Clerk of the Board

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

July 20, 1988

1988 BUDGET CUTBACKS

ELECTED OFFICIALS & APPOINTED DEPARTMENT DIRECTORS

Effective July 20, 1988, through the remainder of the year, the Board has issued a freeze on the following:

capital outlay purchases including those already budgeted;

all discretionary raises in salaries;

hiring for new positions;

hiring for position replacements.

The Board has further declared that it will consider replacement of currently staffed positions on a case-by-case basis.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 25, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board. Mr. Miller was attending a Transit Seminar in New York City.

The Board approved the payroll for County Road, Warrant Nos. 7643-7696 - $32,448.34 and Equipment Rental/Misc, Warrants 4663-4679 - $4,994.99; also approved Current Expense Warrant 24695-24998 - $99,242.44.

A copy of the Drug & Alcohol Counseling Services to Division of Juvenile Rehabilitation clients who are residence at Twin Rivers Group Home or parole was received - Contract 3450-68439, July 1, 1988 to June 30, 1989. Original of this contract is filed at the Human Services Office.

Mr. Mathews and Mrs. Corkrum reviewed the recording payment procedure for the Engineer's office. This will be set up on a billing process.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson reviewed with the Board the right-of-way documents for Mountain Vista Road. Mr.Gilkeson requested an exemption to the freezing on the hiring and replacement of employees. He has been in the process (interviewing) of hiring an Engineering Tech. He has had three good applicants and feels this position is necessary. This person will be handling the surveying crew, drafting and inspections for the road projects and would be needed for the upcoming projects. Also, a truck driver had retired and due to the work load they have not had time to interview for this position--they wanted to wait until after the seal coating and pre-leveling work was completed. This position will also be needed. He still has the supervisor's position still vacant. This will also need to be filled--when interviews can be held. The Board felt that an exemption in

these areas were justify and approved the filling of these positions. Mr. Gilkeson also advised that he would still need to replace the sign truck requesting delivery after October but before December. This first bid was scrapped and new specs were being rewritten. Also, he had postponed his purchase of a new road grader so the money would be available for interfund loans for the Current Expense budget. However, two of his road graders have been used over 20 years and are unreliable; he does need three. He has made plans to purchase only one per year due to the cost of road graders. The Board felt the Highway Department has been very cooperative in working with the Courthouse on the budget and felt that it would be appropriate for them to purchase a road grader after the loan is paid back.

There have been complaints concerning windshield damage from excess gravel on the road. Mr. Gilkeson advised that the sweeper is worn out and doing two jobs: regular sweeping and seal coating sweeping. The mower/sweeper that was order has not been received. They are looking at the possibility purchasing a new sweeper next year.

Mr. Gilkeson presented a draft version of a comparison of budgets and needed budget for the Highway Department (Exhibit A). This was for the Commissioners information.

11:00 a.m. Mr. Mathews convened the public hearing for an application by Western Tele-Communications, Inc. for construction of a telephone relay facility at 2311 Scooteney Road. Present: Mr. Mathews, Mr. Whitemarsh, Mr. Boothe. Present for the public: Mr. Steve Smersh, Western Tele-Communications, Inc. Mr. Boothe advised that the Planning Commission has reviewed the application and a site has been approved by the residents and Western Tele-Communications. The Planning Commission approved the applications with three conditions: (1) the applicant submit plans to the Building

Department for review and approval prior to the issuance of building permits; (2) the applicant contact the County Highway Department to see if an approach permit is needed for the new site; and (3) advertise the new site description for the Board of County Commissioners hearing. There was no one to speak in opposition to this application. Mr. Whitemarsh moved to approve the Conditional Use Permit as presented by Mr. Boothe; Mr. Mathews seconded. The Board approved Resolution No. 88-71, Conditional Use Permit - File No. CUP 88-4, Construction of a telephone relay facility (Exhibit B).

Mr. Boothe presented the form for finalizing the short plat for Dallas Dobson. In the absent of Mr. Miller, Mr. Mathews signed the form. Mr. Boothe also questioned if he could finalize the Don Paul Levee - LTD. They are still waiting for the road vacation. However, he has discussed this with the Deputy Prosecutor who felt there should be no problem with closing. The Board agreed. Mr. Boothe will also verify with the engineer before finalizing.

Mr. Miller, before he went out of town, had signed a letter to all elected officials asking about the possibility of a levy and if they would support it. Mr. Whitemarsh moved to approve this letter; Mr. Mathews seconded. The letter was signed and individual copies were mailed to each elected official asking for a response.

The Board signed a letter authorizing Mrs. Loveland, Treasurer, to invest funds from the 1988 bond fund in the amount of $121,000 for a period of thirty days (Exhibit C).

A request for an interfund loan was presented to the Board by the Treasurer for the Air Pollution Control, which has insufficient funds to meet their current expenditures. The interfund loan would be from the Capital Improvement fund, $5,000.00, interest rate of 5.75%, and repaid no later than August 17, 1988. Mr. Whitemarsh moved

to accept the request for this interfund loan; Mr. Mathews seconded. The Board adopted Resolution 88-72, Interfund Loan from the Capital Improvement Fund in the amount of $5,000 to the Air Pollution Control (Exhibit D).

A letter was received from the South Columbia Basin Irrigation District. A vacancy was created on the District's board. They requested that Robert E. Darrington be selected to fill the unexpired term of John T. Downs. Mr. Whitemarsh moved that Robert E. Darrington be appointed to fill Division No. 4 director's position for the unexpired term expiring December 31, 1988. Mr. Mathews seconded. A letter was prepared advising the South Columbia Basin Irrigation District of this appointment (Exhibit E).

A Joint Resolution with the City of Pasco was reviewed by the Board. The resolution was amending City Resolution No. 1342 and Franklin County Resolution No. 80-40. The new amendment would establish position numbers and terms of office for the Senior Citizens Advisory Committee for the City of Pasco and Franklin County.. Mr.Whitemarsh moved to adopt the resolution as prepared by the City of Pasco; Mr. Mathews seconded. The Board adopted Resolution No. 88-73, A Joint Resolution establishing position numbers and terms of office for the Senior Citizens Advisory Committee (Exhibit F).

Mr. Mathews and Mr. Whitemarsh reviewed and signed the minutes for July 11th, 13th, 18th, and 20th. The minutes would be held for Mr. Miller to review on his return.

Benton County had returned our Resolution No. 88-47, giving the Fairgrounds Director authority to sign certain contracts. They did not approve with the wording. A new resolution was drafted and approved by the Deputy Prosecutor. The Board, unanimously, rescinded Resolution No. 88-47 and adopted Resolution No. 88-74, Allowing the Fairground Director to sign personal service agreements not exceeding $2,500,

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 25, 1988

concession license agreements, and exhibitor license agreements which are approved to form by the Prosecuting Attorney from Franklin or Benton County (Exhibit G).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until July 27, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce Whitemarsh
Member

Member

Attest:
D D McLaughlin
Clerk of the Board

EXHIBIT A

COMPARISON OF BUDGETS AND NEEDED BUDGET

ACTIVITY	NEEDED BUDGET	1987 BUDGET	% MEETING NEEDS	1988 BUDGET	% MEETING NEEDS
I. Roadway Surface					
A. Ashphalt Repair					
1. Cold Mix Patching	$33,900.	$20,000.	59	$30,000.	88
2. Heavy Patching	20,400.	98,000.	480	158,000.	775
3. ACP-Overlay	227,100.	0.	0	0.	0
4. Crack Sealing	36,500.	20,000.	55	40,000.	110
5. Hot Mix Prelevel	257,400.	192,000.	75	152,000.	59
B. Shoulder Repair	46,600.	40,000.	86	40,000.	86
C. Seal Coat					
1. Seal Coat	432,800.	710,000.	164	460,000.	106
2. Skip Patch	104,300.	0.	0	50,000.	48
D. Blade Gravel	605,900.	375,000.	62	375,000.	62
E. Patch Gravel					
1. Gravel Replacement	669,400.	210,000.	32	240,000.	36
2. Spot Patching	39,700.	50,000.	126	125,000.	315
	2,474,000.	1,715,000.	69%	1,670,000.	68%
II. Drainage					
A. Ditch Repair		110,000.	39	138,000.	49
1. Grader Ditching-Paved	187,000.				
2. Grader Ditching-Gravel	43,500.				
3. Heavy Ditching	48,700.				
B. Culvert Repair		70,000.	233	27,000.	77
1. Culvert Cleaning	26,300.				
2. Clean Drywalls	8,600.				
	314,100.	180,000.	57%	165,000.	53%
III. Bridge Repair		80,000.	117	65,000.	95
A. Clean Bridges	18,300.				
B. Repair Bridges	50,000.				
	68,300.	80,000.	117%	65,000.	95%

ACTIVITY	NEEDED BUDGET	1987 BUDGET	% MEETING NEEDS	1988 BUDGET	% MEETING NEEDS
IV. Traffic Maintenance					
A. Traffic Control	75,000.	75,000.	100	75,000.	100
B. Snow and Ice		100,000.	81	100,000.	81
1. Snow Plowing	48,400.				
2. Sanding	74,500.				
C. Street Cleaning		50,000.	122	40,000.	98
1. Spring Cleanup	28,800.				
2. Mechanical Sweeping	12,000.				
D. Striping	96,100.	70,000.	73	70,000.	73
	334,800.	295,000.	88%	285,000.	85%
V. Roadside Maintenance					
A. Vegetation Spraying					
1. Chemical Veg Spraying	86,900.	80,000.	92	80,000.	92
2. Spot Spraying	85,000.	20,000.	23	40,000.	47
B. Litter	1,000.	1,000.	100	1,000.	100
C. Contour Control	60,700.	50,000.	82	40,000.	66
D. Vegetation Mowing		50,000.	82		
1. Mowing Shoulders	36,400.			35,000.	96
2. Trim Trees	24,900.			15,000.	60
E. Vegetation Burning	49,800.	30,000.	60	35,000.	70
	344,700.	231,000.	67%	246,000.	71%
IV. Maintenance Administration	200,000.	165,700.		166,000.	
	200,000.	165,700.	83%	166,000.	83%
TOTALS	3,735,900.	2,666,700.	71%	2,597,000.	70%

EXHIBIT A

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-21

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING:

RE: Conditional Use Permit - File # CUP 88-4
Construction of a telephone relay facility.

WHEREAS, on July 6, 1988 (date), the Clerk of the Board did set a public hearing for July 25, 1988 (date), to consider the recommendations of the Franklin County Planning Commission to review the application of Western Tele-Communications, Inc, and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute;

2) The Planning Commission, after public hearing and consideration on July 5, 1988 (date), did recommend approval of said application;

3) The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

WHEREAS, the public use and interest will be served by approving the above-mentioned application.

NOW, THEREFORE, BE IT RESOLVED that the above-mentioned application be approved in accordance with the provisions of the Franklin County Zoning Ordinance and as recommended by the Planning Commission's attached Conditions of Approval.

DATED THIS 25th **DAY OF** July, 19 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Bruce D. Whitemarsh
Member

Attest:

Lou McLaughlin
Clerk of the Board

Member

CONDITIONS OF APPROVAL - Conditional Use Permit - File # CUP 88-4

1. The applicant submit plans to the Building Department for review and and approval prior to the issuance of building permits.

2. The applicant contact the County Highway Department to see if an approach permit is needed for the new site.

3. Advertise the new site description for the Board of County Commissioners hearing.

FRANKLIN COUNTY COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

July 19, 1988

Valoria H. Loveland
Franklin Co. Treasurer
Pasco, Washington 99301

Dear Mrs. Loveland:

Please consider this your authorization to invest funds from the 1988 bond fund in the amount of $121,000.00 for a period of thirty (30) days, to mature on August 18, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Machen
CHAIRMAN

Bruce D. Whitemarsh
MEMBER

MEMBER

FRANKLIN COUNTY

RESOLUTION NO. 88-72

WHEREAS, Air Pollution Control has insufficient funds available to meet current expenditures, and

WHEREAS, funds are available in the Capital Improvement fund, and

WHEREAS, an interfund loan is necessary to meet their current obligatons.

WHEREAS, the revenue for repayment should be available within the next thirty (30) days.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Franklin County Treasurer hereby transfer $5000.00 from the Capital Improvement fund as an interfund loan to the Air Pollution Control Authority, for a period of thirty (30) days at an interest rate of 5.75% with full repayment due no later than August 17, 1988.

Signed this 18th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
CHAIRMAN

Bruce D Whitemarsh
MEMBER

MEMBER

ATTEST:

Ron McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

July 25, 1988

Mr. Merle R. Gibbens, Sec. Manager
South Columbia Basin Irrigation District (SCBID)
402 West Lewis Street
Pasco, WA 99301

RE: DIVISION NO. 4 DIRECTOR VACANCY

Gentlemen:

In accordance with R.C.W.87.03.081, the Board of County Commissioners shall fill the office of direction when a vacancy occurs.

You currently have a vacancy that was created by a death of a director for Division 4 of the SCBID. It is a vacancy whose term expires December 31, 1988, and the appointee must file for election in the fall of 1988. We appoint Robert E. Darrington to fill the unexpired term of John T. Downs.

Thank you.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

(absent)
Ken Miller, Member

CITY OF PASCO RESOLUTION NO. 1840

FRANKLIN COUNTY RESOLUTION NO. 88-73

A joint Resolution of the Pasco City Council and the Franklin County Commissioners amending City Resolution No. 1342 and Franklin County Resolution No. 80-40, as previously amended; and establishing position numbers and terms of office.

THE CITY COUNCIL OF THE CITY OF PASCO AND THE BOARD OF FRANKLIN COUNTY COMMISSIONERS DO RESOLVE AS FOLLOWS:

The Senior Citizens Advisory Committee for the City of Pasco and Franklin County, created by Joint Resolution of the City and County, shall be composed of the following nine (9) positions:

POSITION NO.	CURRENT APPOINTMENT	TERM EXPIRES
1	Ray Hart	6/16/90
2	A.L. Robuck	6/16/90
3	Betty Hoover	6/16/90
4	Roy Plockelman	6/16/91
5	Luzell Johnson	6/16/91
6	Bill Farrens	6/16/91
7	Jack Cooney	6/16/89
8	Oliver Dilling	6/16/89
9	President, Sen. Cit. Assoc.	Ex-Officio

City Resolution No. 1342 and County Resolution No. 80-40, as previously amended, shall otherwise in all respects remain in full force and effect.

PASSED by the City Council of the City of Pasco and APPROVED by the Mayor this 18 day of July, 1988

Ed Hendler, Mayor

ATTEST:

Evelyn Wells, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

PASSED by the Board of County Commissioners of Franklin County this 25 day of July, 1988.

Chairman County Commissioners

Commissioner

Commissioner

ATTEST:

Clerk of Board

EXHIBIT G

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 234

FRANKLIN COUNTY RESOLUTION NO. 88-74

RECITALS

1. March 1, 1988, the Boards of County Commissioners for Benton County and Franklin County, Washington, executed a joint resolution to sponsor the Benton-Franklin District Fair in 1988 - 1992. Both Counties desire to amend the joint resolution to allow Fairgrounds Director to enter into contracts as stated hereafter.

NOW THEREFORE, BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties:

Amend the joint resolution to sponsor Benton-Franklin Counties District Fair in 1988 - 1992 executed by the Boards of County Commissioners on March 1, 1988, to add the following section.

CONTRACT SIGNATURE

5. Fair and Fairgrounds Funds

a. All contracts entered into for the purpose of managing and operating the fairgrounds shall be in the name of the vendor and Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fairgrounds activities. However, the Fairgrounds Director may sign personal service agreements and fairgrounds lease agreements which have been previously approved as to form by either Franklin County Prosecuting Attorney or Benton County Prosecuting Attorney.

b. All contracts entered into for the purpose of operating the fair shall be in the name of the vendor and Benton and Franklin Counties. The Counties shall not authorize any other party to enter into a contract on the behalf of either or both the counties with regard to fair activities. However, the Fairgrounds Director may enter into contracts for personal service agreements not exceeding $2,500.00, concession license agreements, and exhibitor license agreements which are approved to form by the Franklin County Prosecuting Attorney or Benton County Prosecuting Attorney.

DATED this 1st day of ~~July~~ August, 1988.

R.E. Isaacson
Chairman

Robert J. Drake
Member

Ron Lane
Member

Constituting the Board of County
Commissioners of Benton County, Washington

ATTEST:
Glennette Evans
Clerk of the Board

Harold M. Mathews 7/25/88
Chairman

Bruce D. Whitmarsh 7/25/88
Member

absent
Member

Constituting the Board of County
Commissioners of Franklin County, Washington

ATTEST:
D.D. McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for July 27, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; and Diane McLaughlin, Clerk of the Board. Mr. Miller was attending a Transit seminar in New York City.

The Franklin County Engineer was on vacation.

The Franklin County Planner had no business for the Board.

9:00 a.m. The Board met with Pete Peterson of Juvenile Services. Mr. Peterson presented a request for joint resolution with Benton County for the supplemental appropriation to the 1988 Benton-Franklin Juvenile Fund, Fund No. 115-101 Dept. 74 Budget in the amount of $1,800.00. The money was received from the Hanford Environmental Health Foundation for the purpose of purchasing audio-visual materials to be used in the education programs for residents of the Juvenile Center. Mr. Whitemarsh made a motion to adopt the resolution as presented by Mr. Peterson. Mr. Mathews seconded. The Board unanimously passed Joint Resolution No. 88-75, Supplemental Appropriation to the 1988 Benton-Franklin Juvenile Fund No. 115-101, Department 174 Budget (Exhibit A).

The Vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims certified as required by R.C.W.42.24.090 have been made available to the Board: Capital Improvement, Warrant No. 72 - $4,150; PA Crime Victims/Witness, Warrant No. 57 - $10; Benton-Franklin Mental Health, Warrant No. 13 - $345.11; Alcoholism 2%, Warrant No. 9 - $165.62; TRT Fund (SWT) Sheriff, Warrant No. 7 - $353.65; K-9 Sheriff's/Misc. Fund, Warrant No. 3 - $425.80; Sheriff's Narcotic Trust #175, Warrant No. 75 - $26.50; Law Library, Warrant Nos. 242-244 - $534.14;1 Jail Commissary, Warrant Nos. 208-213 - $1,456.23, B-F Fairgrounds, Warrants 86-101 - $7,438.57; B-F Fair, Warrant Nos. 17-21 - $178.89.

The Board met with Zonia Lenhart, Franklin County Computer Users Group, and Dick Weaver, IBM. Mr. Weaver presented to the Board that IBM would conduct a meeting at no

charge for Franklin County to help establish the goals and priorities for computer usages. Mr. Weaver felt that it would be beneficial to have the department heads attend the meeting. The Board felt this would be beneficial and felt that a memo should be sent to all department heads to determine which day would be best for them.

Mr. Mathews met with Greg Clerc, Northwest Cogeneration. Inc. Mr. Clerc reviewed the air conditioning problems in the Correctional Facility's kitchen and would report back to Mr. Mathews after he has had a chance to review the situation thoroughly.

The Board met with Gary Hall, Riverfront Enhancement; Valerie Moffitt, Park Advisory Committee; Chuck Keltch, Gerald Shipley, William Harris, Wayne Wilson on the riverfront area. Mr. Hall presented to the Board a report entitled "Alternatives for Development and Enhancement of the Pasco/Franklin County Shoreline. The Board felt this was a good plan; however, they also agreed that the county and the property owners should be involved in any planning and development.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 1, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold R Mathews
Chairman

Bruce A Whitehead
Member

(absent)
Member

Attest:
Dan McLaughlin
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 221

FRANKLIN COUNTY RESOLUTION NO. 88-75

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 1988 BENTON-FRANKLIN JUVENILE FUND, FUND NO. 115-101, DEPT. 174 BUDGET

WHEREAS, the Benton-Franklin Counties Juvenile Court has received a check in the amount of $1,800.00 from the Hanford Environmental Health Foundation for the purpose of purchasing audio-visual materials to be used in the education programs for residents of the Juvenile Center and other organizations; and,

WHEREAS, Doug Loree, Juvenile Court Administrator, has requested that the 1988 Juvenile Fund, Fund No. 115-101, Dept. 174 budget be supplemented in the amount of $1,800.00 in order to make the aforementioned purchase of audio-visual materials; and,

WHEREAS, no one appeared at the public hearing on July 18, 1988, to speak in favor or in opposition to the proposed supplement; NOW, THEREFORE,

BE IT RESOLVED, by the Boards of Commissioners of Benton and Franklin Counties, that a supplemental appropriation in the amount of $1,800.00 to the 1988 Benton-Franklin Juvenile Fund, Fund No. 115-101, Dept. 174 budget is hereby approved as more fully described in Exhibit A attached hereto.

DATED this 18th day of July, 1988.

R. E. Isaacson
Chairman

Member

Member

ATTEST:

Glenette Evans
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Hileman

DATED at Pasco, Washington this 27th day of July, 1988.

Harold M Mathews
Chairman

Bruce M Hitemann
Member

(absent)
Member

ATTEST:

K D McLaughlin
Clerk of the Board

Constituting the Board of
County Commissioners of
Franklin County, Washington

HILEMAN

cc: Juvenile Dept.; Franklin Co.; Dave Sparks;
D. Hileman

Res. No. 88-221

Res. No. 88-75

EXHIBIT A

SUPPLEMENTAL APPROPRIATION

Fund No. 0115-101 - Juvenile Center
Dept. - 174

		Supplement	1988 Revised Budget
527.400.3101	Supplies	$1,800.00	$1,800.00

Revenue
200.00.0000

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 1, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. Mr. Mathews convened the public hearing for bid opening on the 1988 County Road Stripping project. All three commissioners were present. Mr. Gilkeson and Mr. Fife were present from the Highway Department. Public in attendance: Mr. John Huffman, Pacemaker Industries. Four bids were received: Pacemakers Industries, Spokane, Washington - $54,403.30; Select Contractors, Inc., Federal Way, Washington - $70,247.66; Sharpe Line Contracting Inc., Spokane, Washington - $52,339.90; Apply A-Line, Inc., Pacific, Washington - $61,381.38. The engineer's estimate for the job was $54,046.25. Mr. Gilkeson advised that they would review the bids this morning and have a decision by 1:15 p.m. today. Mr. Mathews continued the meeting until 1:15 p.m.

Mr. Gilkeson presented vouchers as follows: MV&PW Equipment - $14,284.29 and County Road - $172,750.30. The Board approved the vouchers as presented.

Mr. Gilkeson also presented a "call for bids" on the sign truck (cab and chassis). New specs were written and they would be trying for a one-ton truck. The opening of bids was scheduled for August 17, 1988 at 10:00 a.m. Mr. Miller made a motion to sign the call for bid; Mr. Whitemarsh seconded. The Board unanimously approved and signed the call for bid for a cab and chassis (Exhibit A).

Mr. Gilkeson presented a letter on the bridge report to the Commissioners (Exhibit B). As a result of this report, it is necessary to post load limits on some of the bridges. He was submitting resolutions to cover those posting load limits on overload deficient county bridges and box culverts and posting load limits on deficient county bridges and box culverts. Mr. Miller made the motion to adopt a resolution as presented on the deficient bridges; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution Number 88-76, Posting Load Limits on Deficient County Bridges and Box Culverts (Exhibit C). Mr. Miller made a motion to adopt a resolution as presented on

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 1, 1988

the overload deficient bridges; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-77, Posting Load Limits on Overload Deficient County Bridges and Box Culverts (Exhibit D).

11:02 a.m. Mr. Mathews convened the public hearing on short plat application, S.P. 004-88 by Warren Clifford to subdivide approximately 9.2 acres into three lots to be served by individual septic tanks and individual wells--property commonly referred to as that property located on the west side of North Road 68 and being approximately 500 feet, more or less, south of the north alignment of Helm Drive. All three commissioners were present. Mr. Boothe (Planner) and Mr. Clifford were also present. Mr. Boothe advised that after notifying the various departments and agencies necessary, the Planning Commission recommended approval of this short plat with 22 conditions. Mr. Miller made a motion to approve short plat S.P. 004-88 with the conditions as stipulated by the Planning Commission; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-78 (Exhibit E), Short Plat Number S.P. 004-88 by Warren Clifford.

Mr. Boothe discussed briefly the grant application on the purchasing of a water tower for Basin City. He would continue checking into this.

On Wednesday, July 27, 1988, the Treasurer had submitted a request for an interfund loan from the County Road Fund to the Current Expense fund in the amount of $250,000 for a period of 30 days; however, it was received late that day and did not make it on the agenda. Mr. Miller made a motion to approve the interfund loan from the County Road to Current Expense in the amount of $250,000 for a period of 30 days at an interest rate of 5.75%. Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-79 (Exhibit F).

1:40 p.m. Mr. Mathews convened the hearing on the road stripping bid. All three commissioners were present. Mr. Gilkeson recommended the contract be awarded to Sharp-Line Contracting of Spokane, Washington as their bid was the lowest received. Mr. Whitemarsh made a motion to approve the Engineer's recommendation; Mr. Miller seconded.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 1, 1988

The Board unanimously approved the awarding of the contract to Sharp-Line Contracting (Exhibit G).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 24695-25158, Both Inclusive	-	$237,766.03
COUNTY ROAD	- Warrant Numbers 7643-7737, Both Inclusive	-	239,289.00
EQUIPMENT RENTAL	- Warrant Numbers 4663-4718, Both Inclusive	-	19,266.78
SALARY CLEARING	- Warrant Numbers 2016-2050	-	5,588.29
CAPITAL OUTLAY	- Warrant Number 72	-	4,150.00
LAW LIBRARY	- Warrant Number 242-244, Both Inclusive	-	534.14
SHERIFF's NARCOT	- Warrant Number 75	-	26.50
JAIL COMMISSARY	- Warrant Numbers 208-213, Both Inclusive	-	1,456.23
PA CRIME VICTIMS	- Warrant Number 57	-	10.00
K-9 SHERIFF's	- Warrant Number 3	-	425.80
TRT (SWAT)	- Warrant Number 7	-	353.65
SOLDIERS/SAILORS	- NONE		
ALCOHOLISM 2%	- Warrant Number 9	-	165.62
MENTAL HEALTH	- Warrant Number 13	-	345.11
PUBLIC HOSPITAL	- Warrant Numbers 1955-2005, Both Inclusive	-	3,272.74
CENTENNIAL			
LICENSE PLATES	- None		
CEMETERY #1	- Warrant Number 136-141, Both Inclusive	-	472.67
CEMETERY #2	- Warrant Numbers 203-206, Both Inclusive	-	477.76

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 8, 1988, as the Commissioners would be participating in an emergency training and exercise on Wednesday, August 3, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Bruce D. Whitehead
Member

Member

Attest:
Clerk of the Board

CALL FOR BIDS
FRANKLIN COUNTY
CAB AND CHASSIS

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m., 12th August, 1988, at which time they will be opened and read for the purchase of the following:

CAB AND CHASSIS

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 1st day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Dan McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

August 1, 1988
TF-88-63

TO: Franklin County Commissioners

FROM: Tim Fife, Assistant County Engineer

SUBJECT: 1988 Bridge and Box Culvert Report

Attached is the bridge report from Sargent Engineers. The bridge report reaffirms that our bridges are in good shape.

The following are highlights of Sargent Engineer's Bridge and Box Culvert report:

1. Timber bridges are in good shape overall. A few have dry rot but can be taken care of with maintenance.

2. Substructures are in generally good condition.

3. Load ratings showed that additional bridges require posting due to structural deficiencies, however, most bridge posting will not severely restrict truck traffic.

4. It was also recommended that those bridges not capable of handling overloads be posted for legal load.

5. Fir Road bridge was looked at quite extensively. It was determined that the bridge was alright structurally. Need to epoxy grout cracks that have developed.

6. A list of bridge maintenance items are compiled and attached to this report. Overall, we are maintaining adequately.

I have attached two bridge load restriction resolutions for your adoption. One is for those bridges that cannot handle legal loads, while the second is for those bridges incapable of handling overloads. We recommend both be adopted so we can post them in the field.

Those bridges requiring maintenance will be taken care of by our maintenance crews after seal coating and other related work that is required, and depending on the weather.

FRANKLIN COUNTY
RESOLUTION NO. 88-76

POSTING LOAD LIMITS ON DEFICIENT COUNTY BRIDGES AND BOX CULVERTS.

WHEREAS, a structural consultant has load rated various County bridges and box culverts.

WHEREAS, the structural consultant and the Franklin County Engineer have determined the following list of bridges and box culverts to be structurally deficient.

WHEREAS, the County can limit the weight of vehicles using the bridges and box culverts, pursuant to R.C.W. 36.75.270, for a definite period of time.

NOT THEREFORE, BE IT HEREBY RESOLVED, that load limits be placed on the following bridges and box culverts for a period of two years and that the County Engineer be directed to post said bridges and box culverts accordingly.

			WEIGHT LIMIT		
			H	Type	Type
ROAD NAME	BRIDGE NO.	LOCATION	Truck	3S2	3-3
Dilling	215-2.03	2.03 miles N of SR 260	15	28	35
Warehouse	225-1.75	1.75 miles N of SR 260	15	33	38
Paradise	230-2.37	0.37 miles W of Warehouse	15	28	35
Hendricks	370-1.35	1.35 miles W of SR 17	16	36	57
Hendricks	370-8.25	0.8 miles E of Sagehill	15	36	40
R-170	608-8.30	0.08 miles E of Sagehill	16	34	40
Sheffield	690-3.92	0.08 miles E of Colonial Road	15	29	40
Cottonwood Dr.	935-0.77	0.77 miles W of Sagemoor	15	30	40

RESOLUTION NO. 88-76
Page 2

PASSED AND ADOPTED by the Franklin County Board of Commissioners at their regular meeting this 1st day of August, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY
RESOLUTION NO. 88-77

POSTING LOAD LIMITS ON OVERLOAD DEFICIENT COUNTY BRIDGES AND BOX CULVERTS.

WHEREAS, a structural consultant has load rated various County bridges and box culverts.

WHEREAS, the structural consultant and the Franklin County Engineer have determined the following list of bridges and box culverts to be structurally deficient to carry overloads.

WHEREAS, the County can limit the weight of vehicles using the bridges and box culverts, pursuant to R.C.W. 36.75.270, for a definite period of time.

NOT THEREFORE, BE IT HEREBY RESOLVED, that load limits be placed on the following bridges and box culverts for a period of two years and that the County Engineer be directed to post said bridges and box culverts accordingly.

			WEIGHT LIMIT		
			H	Type	Type
ROAD NAME	BRIDGE NO.	LOCATION	Truck	3S2	3-3
Settler Ln.	218-0.98	0.01 miles E of Warehouse	16	32	38
Sohm	222-0.98	0.02 miles E of Warehouse	16	32	38
Warehouse Ln.	226-0.29	0.29 miles S of SR 260	16	32	38
Paradise	230-3.47	0.47 miles W of Dilling	16	32	38
Black	271-4.24	0.62 miles S of Hoover	16	32	38
Reader	273-1.66	1.66 miles N of Hoover	16	32	38
Sagehill	400-4.02	1.88 miles N of Hollingsworth	16	32	38
Filbert	408-0.69	0.69 miles W of North Wahluke	16	32	38
W. Klamath	584-4.26	0.60 miles E of R-170	16	32	38

RESOLUTION NO. 88-77
Page 2

ROAD NAME	BRIDGE NO.	LOCATION	WEIGHT LIMIT H Truck	Type 3S2	Type 3-3
Smith Canyon	722-0.07	0.07 miles E of Blanton	16	32	38
Crestloch	870-3.78	1.00 miles W of Frontier	16	32	38

PASSED AND ADOPTED by the Franklin County Board of Commissioners at their regular meeting this 1st day of August, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Dolores McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-78

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 004-88 **APPLICANT:** WARREN CLIFFORD

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of WARREN CLIFFORD and has recommended **APPROVAL/DENIAL** of the preliminary short plat (subject to the following conditions) (~~for the following reasons~~)

SEE ATTACHED

, and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 1st **DAY OF** AUGUST, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Matheson
Chairman

Bruce W. Whitbourn
Member

Attest:

Dan McLaughlin
Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - WARREN CLIFFORD SHORT PLAT - FILE # S.P. 004-88

1. "APPROVALS" - Franklin County P.U.D. shall be replaced with Big Bend Electric Co-op.

2. "APPROVALS" - The Treasurers signature block - Delect "...and irrigation assessments..."

3. "APPROVALS" - Add the signature block of the South Columbia Basin Irrigation District.

4. The applicant is to supply irrigation water to each of the lots within the short plat. Written approval is to be submitted from the SCBID regarding the applicants construction and installation plans for supplying irrigation water to the lots.

5. The water delivery turnout shall be located and shown on the final short plat.

6. A 10' irrigation easement is to be shown on the final plat as requested by the SCBID.

7. "DEDICATION" - The additional signature blocks of the owners of the property or those having an interest in the property as shown on the title report shall be shown on the final short plat.

8. Label the "Boat Ramp" west of Lot 1.

9. Label the property adjacent to and south of the proposed short plat as "Short Plat No. 77-23, Lot 2."

10. Label the "Access Easements" as "Private" access easements.

11. Correct the "Vicinity Map."

12. Correct "Road 68" to read "North Road 68."

13. North Road 68 is a major arterial and the final short plat shall show 40 feet of road right-of-way from the centerline as dedicated road right-of-way. The plat boundary shall also extend to the center of the road.

14. The surveyor shall correct the legal description and insert the "missing leg" from the written description.

15. The surveyor shall stake the final short plat.

CONDITIONS OF APPROVAL - CLIFFORD SHORT PLAT - FILE # S.P. 004-88 (Page 2)

16. The surveyor shall contact the County Engineer's office concerning the following:

    a. Acreage of Lot 3
    b. The physical tie to "Basis of Bearings"
    c. Approach permits onto North Road 68.

17. As requested by Big Ben Electric, the "Access Easement" is to be expanded to read "Access and Utility Easement."

18. The existing powerline extending across the westerly portion of Lot 3 is to be shown on the final short plat.

19. The private access road shall be an all-weather road with a 50 foot radius at the end of lots 1 & 2. Approval of the road shall be by the County Fire Marshal.

20. The applicant whall contact the Fire Marshal and discuss alternative location for the access road.

21. Franklin County shall initiate the change of zone from Agriculture to Residential, R-1. The applicant shall pay the costs associated with the rezone.

22. As required by the Health District, Lot 1 of the proposed short plat is to be increased in size showing 2 gross acres.

FRANKLIN COUNTY

RESOLUTION NO. 88-79

WHEREAS, Current Expense fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road fund, and

WHEREAS, as interfund loan from the County Road fund to the Current Expense fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Franklin County Treasurer hereby extend the current interfund loan with the County Road fund in the amount of $250,000.00 for a period of thirty (30) days, to be repaid August 26, 1988, at an interest rate of 5.75% effective July 27, 1988.

Signed this the 27th day of July, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce M Hitchcock
Member

Member

ATTEST:

Dale M Laughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

August 1, 1988
BG-88-83

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: 1988 Pavement Striping

We recommend that the 1988 Pavement Striping contract be awarded to Sharp-Line Contracting of Spokane, Washington.

Their bid of $52,339.90 was the lowest bid received and was 1.3% lower than the Engineer's estimate.

Recommended: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
Franklin County Engineer

Approved: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

BID TABULATION SHEET

NAME: Pavement Striping 1988

BID OPENING DATE: August 1, 1988

ITEM	Sharp-Line Spokane	Pacemaker Ind. Spokane	Apply-A-Line Pacific	Select Contractors Federal Way	Engineer's Estimate
1. Skip Center Stripe	$ 6,252.66	$ 8,105.30	$ 11,694.79	$ 14,045.33	$ 7,526.35
2. Double No-Pass Stripe	9,597.72	9,915.00	11,263.44	12,365.19	11,104.80
3. Skip Center Stripe with No-Pass Stripe	15,187.60	14,128.00	12,997.76	16,252.85	11,302.40
4. Edge Stripe	20,665.26	21,470.40	24,556.77	26,577.67	21,470.40
5. Lane Stripe	346.68	449.40	520.02	772.65	417.30
6. Gore Stripe	173.70	173.70	57.90	66.01	579.00
7. Painted Traffic Island	116.28	161.50	290.70	167.96	646.00
TOTAL BID AMOUNT	$ 52,339.90	$ 54,403.30	$ 61,381.38	$ 70,247.66	$ 53,046.25

EXHIBIT G

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 8, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was attending a NACO meeting.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.80 and those expense reimbursement claims certified as required by R.C.W.42.24.090: Benton-Franklin County Fair - Warrant No.s 22-24 - $1,645.76; Law Library, Warrant Number 245 - $247.50; Soldiers & Sailors, Warrant Numbers 266-268 - $1,178.38; Centennial License Plates, Warrant Numbers 24-27 - $443.04; Benton-Franklin Fairgrounds, Warrant Numbers 102-115 - $1,559.78; Current Expense, Warrant Numbers 25159-25280 - $73,278.84

10:00 a.m. The Board met with Tim Fife, Assistant County Engineer. Mr. Gilkeson was on vacation. Also present were approximately 16 residents of the Deschanes Subdivision and Neva Corkrum, Franklin County Auditor. This portion of the meeting with the Deschanes Subdivision was taped and that tape, kept in the Commissioners' office, is available to the public.

The Deschanes Subdivision group presented three petitions (39 signatures) requesting "We the undersigned, who reside in the Deschanes Subdivision, are requesting Franklin County to fulfill it's obligation to hard-surface the roads in the Subdivision. This is to be done at no expense to the property owners, as promised by the County, when we originally purchased our lots and/or homes." (Exhibit A). The following facts and information were brought forward by this group:

- They were led to believe (about 1978) that when the housing development was completed the road would be hard surfaced--this was a verbal confirmation. If they had known that the roads were not going to be hard surfaced, they would not have bought in the area.
- According to the short plat, the road was to be to County gravel standard; they have not had gravel for six to eight years and a grader is only seen once or

twice a year.

- Dust is horrible.
- They want an oiled road at the County's expense.
- Six-year road program—why aren't they on and why weren't they told how to get on the program?
- Why was $50,000 given to the Sheriff's Department for a deputy and why approx. the same amount to the Prosecutor's office?
- Why does everyone except the Road Department say the Road Department has excess money?
- The traffic on these roads has increased tremendous. At one point, when there was a drug dealer and a car theft ring were renting in the neighbor, they had counted up to 900 cars in one month.
- If the roads had been kept up to standard, then at this point in time they would only have needed a shot of oil.

Mr. Mathews presented a short history on the Highway Department to let the people know where it stands—at present only maintaining current roads. Any new roads are being built through matching Federal and State grants. These grants are very limited in their uses. Mr. Mathews also discussed short plats and how they were created and the problems caused by the developers. He also discussed the six-year road program. A public hearing is held on this program yearly, with the public welcome to come in and express their desire to be added to the program. However, since there is no money to build new roads (except those provided through grants), these requests are placed in the "unfunded" section. As money becomes available or the laws change on criteria for grants, projects in the unfunded area would be available for the money. The Board also pointed out that many residents out in the rural areas have no roads at all and are doing without the basic services—school buses and postal. Mr. Mathews also discussed how during the "boom" time the County was not getting increased tax revenue but

expenditures were going up with inflation. He also discussed the gas tax allocation and how it would not be feasible at this point in time to try to get more. We are presently getting $1.37 on the dollar and the western side of the state is getting on $.67 on the dollar. If we try to ask for more money, this could change entirely as the western side of the state wants $1 for every dollar. Therefore, we could start getting even less money.

Mrs. Corkrum, Franklin County Auditor, brought up the County Road Budget. She questioned if there was any RAP or grant money shown in the budget. She was advised that the County Road funds do contain some grant and RAP monies. Mrs. Corkrum also brought up that the balance of the County Road fund was $700,000 and Equipment Rental fund had close to $500,000 at the beginning of 1988. Mr. Mathews explained that the state had legislated that a minimum balance be maintained in the Equipment Rental (Work Program) fund for the purchase of new or replacement equipment. Equipment had been purchased out of the current expense budget before but now would be purchased from the Equipment Rental fund. Money is placed here from the County Road fund by charging each project for the use of the equipment. Anticipated purchases are estimated and at the end of the year there must be a $313,000 balance. This fund also covers the maintenance and operation of all the cars. The large balance in the County Road fund was caused by a delay in starting the Burr Canyon project. There was a challenge on the bid and bidding had to be started again. This project has begun and the money will be spent. The remaining money is to cover winter season expenses (snow plow, sanding, rebuilding because of winter damage, etc.) and to cover expenses accrued in January, February and March until the taxes are collected in the following year. Without this balance the County Road would be in debt. One reason the Road Department is not in debt is that we have not been doing everything that should be done. The gravel program is only running at 33% level. If everything is done that needs to be done right away, the Road Department would also show a deficit.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 8, 1988

Mrs. Corkrum explained that the breakdowns on the Road Departments budget does not show exactly what is spent on what; example administration does not show the salaries of the staff. Mrs. Corkrum advised that she has had complaints because she has no control over the Road Department's budget. Mr. Mathews advised that she has no control over that budget. She agreed; however, but she still publishes it. Mr. Mathews advised the Road Department works on one style of budget that is accepted by the Revenue Department and they audit that style of budget. The Courthouse has a general ledger type of budget (line item). The Road Department, like the Courthouse, publishes a yearly budget and both are estimates of what will be spent. The Road Department shows how the money will be spent monthly, revenues expected during the year and the final balances at year end. The Road Department also prepares reports to show the cash flow through the year.

Mr. Miller advised that if anybody, including the Auditor, wanted to sit down and review the Road Department's budget he would be happy to go over it with them.

Mr. Miller advised that he has researched this request and would like to see that road gravel and brought up to standards according to the short plat agreement. Second he wanted to get their name on the six-year road program. It would not be this year for the six-year road program but next year. But this was all he would promise the group--what was agreed to previously on the short plat.

The current standard for a gravel road is three inches of gravel and for a paved road six inches of gravel--previous standards were two inches for gravel and four inches for paved. Also the width of the road they gravel has changed from 30 feet to 40 and 60. However, the right-of-ways in this subdivision are not all the same width. When asked if they were going to get the gravel required in 1977 or what's required at this time, Mr. Mathews replied "let's go this time". To have the road oiled it would require the residents to form a CRID. The engineer would prepare an estimate on how much it would cost to oil these roads. A guesstimate for two miles of road would be $20,000.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 8, 1988

A proper estimate could be prepared by the end of the week. A time limit on when this the graveling could be done would be in approximately three months. All their jobs are dependent on the weather. The weather is one of the major decisions on the jobs. If the residents come forth with a request for a CRID, they would only need 50% of the residents to sign. If the County requests a CRID, it would required 60% approval. However, if they do not want to CRID, their only choice would be the six-year road program but no promises can be made here as it is based on money available.

The money given to the Sheriff's Department was a one time only deal. It was felt that we needed someone to help prevent the vandalism being done to the roads by overloads, improper use of vehicles on the road, irrigation water on the roads. This was the only way it could be done. This officer will have to pay his own way from now on through the collection of fines. He has already written two large fines against farmers who drove their farm equipment along the road tearing out chunks. Hopefully, this will prevent further damages.

The money given to the Prosecutor's office. It wouldn't be fair to the other departments if defense costs for the Road Department is taken out of the Current Expense fund. Therefore, the Road pays for their own legal needs.

When asked if they are scheduled for gravel at the end of this meeting Mr. Mathews responded "no, we will work on it to make the attempt to get that done for you." However, before the meeting was closed both Mr. Miller and Mr. Mathews advised the group they would be get the roads up to gravel standards.

Mr. Mathews closed the meeting.

Mr. Fife requested transfer of $2,695.97 be transferred from the Flood Control fund to the County road Fund to be used for contour control. Mr. Miller moved for the passage of this transfer; Mr. Mathews seconded. The Board unanimously approved Resolution No. 88-80 (Exhibit B), Transfer of $2,695.97 from the Flood Control Fund to the County Road Fund. Mr. Fife also requested the Board's approval on the type of spray

used for the control of roadside weeds. Our two options are: Roundup - $75 per centerline mile and Arsenal - $126 per centerline mile. The Engineer and the spray company both recommended Arsenal due to its residue affects for next year's weed program. The Board concurred with this option.

Mr. Fredricson advised the Board there was a vacancy on the Franklin County Noxious Weed Control Board due to the termination of Jim Herres. It was requested that David L. Beach, 4687 Russell Road, Mesa, Washington, be selected to fill this unexpired term. Mr. Miller moved to accept the nomination of Mr. Beach to fill the unexpired term, ending March 1990; Mr. Mathews seconded. The Board unanimously approved Resolution 88-81, In the matter of appointment to the Franklin County Weed Board--the appointment of Mr. Beach (Exhibit C). A letter would be sent to Mr. Beach advising him of his appointment.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Tuesday, August 9, 1988 for the opening of sealed bids on the renovation of the Benton-Franklin Health District Building, Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitehead
Member

Ken Miller
Member

Attest:
Dan McLaughlin
Clerk of the Board

EXHIBIT A

PETITION

WE THE UNDERSIGNED, WHO RESIDE IN THE DESCHANES SUBDIVISION, ARE REQUESTING FRANKLIN COUNTY TO FULFILL IT'S OBLIGATION TO HARD-SURFACE THE ROADS IN THE SUBDIVISION. THIS IS TO BE DONE AT NO EXPENSE TO THE PROPERTY OWNERS, AS PROMISED BY THE COUNTY, WHEN WE ORIGINALLY PURCHASED OUR LOTS AND/OR HOMES.

Larry & Lorraine Thomas
6121 W Melville
Pasco, Washington 99301

Tom & Raelene Cuillier
6113 Melville
Pasco, Washington 99301

Kelly Young
6320 Melville
PASCO, WA 99301

*Darlene & Bruce Whitcomb
6213 Melville
Pasco, Wash 99301

Linda Nava
6321 Melville
Pasco Wa 99301

Vlvie & Asbaro
6204 Melville
Pasco Wa 99301

Henry F. Donat (Jessie)
6313 W. MELVILLE
PASCO WASH

James E & M Evelyn Schwarting
2317 Rd 62
Pasco, Wa 99301

Bob & Odette Bingham
6221 melville
Pasco, Wa

Paul Timm (Clem)
6104 Melville
Pasco, Wa 99301

Bob & Shelly Killen
6305 Melville
Pasco Wa. 99301

Carl & Sally Kimes
6105 Melville
Pasco, Wa 99301

Tom Dean.
6205 Melville
PASCO Wa 99301

EXHIBIT A

PETITION

WE THE UNDERSIGNED, WHO RESIDE IN THE DESCHANES SUBDIVISION, ARE REQUESTING FRANKLIN COUNTY TO FULFILL IT'S OBLIGATION TO HARD-SURFACE THE ROADS IN THE SUBDIVISION. THIS IS TO BE DONE AT NO EXPENSE TO THE PROPERTY OWNERS, AS PROMISED BY THE COUNTY, WHEN WE ORIGINALLY PURCHASED OUR LOTS AND/OR HOMES.

547-0443
John & Gail Cannon
6304 W. Melville
Pasco, Wash. 99301

Toby ARMIJO JR.
6013 WERNETT
PASCO, WA. 99301

Athenia & Joel Bempson
6305 W Wernett
Pasco Wash 99301

Mike & Gloria Stearns
2304 Rd 60
Pasco, Wa 99301

Brett & Linda Christiano
6204 W. Wernett
Pasco Wa 99301

Chad M. Carroll
6004 W Melville E. Sd. Roi Carroll
Pasco, WA

Carolyn & Bill Henry
6213 Wernett
Pasco Wa. 99301

Beth Ladd
6020 Melville
Pasco, WA 99301

Clarence & Annette Schlotman
6021 W. Wernett
Pasco, Wa. 99301

Ronald J. Kirkpatrick
6021 W. Melville
Pasco, Wa 99301

Ken & Joan Bickey
6105 Wernett
Pasco Wa.

EXHIBIT A

PETITION

WE THE UNDERSIGNED, WHO RESIDE IN THE DESCHANES SUBDIVISION, ARE REQUESTING FRANKLIN COUNTY TO FULFILL IT'S OBLIGATION TO HARD-SURFACE THE ROADS IN THE SUBDIVISION. THIS IS TO BE DONE AT NO EXPENSE TO THE PROPERTY OWNERS, AS PROMISED BY THE COUNTY, WHEN WE ORIGINALLY PURCHASED OUR LOTS AND/OR HOMES.

Jenny Anderson "Steve"
6220 Melville
Pasco, WA. 99301

Mike Schmidt
6211 W Richardson
Pasco, wa. 99301

Don Rose
6320 Richardson Rd.
Pasco, Wash 99301

Pam Richards
6121 Richards
Pasco WA 9930

Rick Zimmerman
6312 Richardson Rd
Pasco WA 99301

Gene Gifford
6120 Richardson
Pasco, WA 99301

Mark Michael
6304 W. Richardson
Pasco, WA 99301

Marnie Marler
6109 Richardson
Pasco, Wa. 99301

Gary Rose
6201 W. Richardson
Pasco Wa. 99301

Jerry & Becky Blasdell
6104 W. Richardson
Pasco, WA. 99301

Don Lambert Sr.
6012 Richardson Rd
Pasco WA. 99301

Earl Drake
2416 Rd 60
Pasco Wa 99301

Gloria Connell
3404 Rd 60
Pasco Wa. 99301

Russ Seaton
6013 W. Melville
PASCO WA. 99301

Grant Bingel
6012 Melville
Pasco, WA 99301

FRANKLIN COUNTY
RESOLUTION NO. 88-80

It is hereby resolved by the Board of County Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse in Pasco, Washington, that $2,695.97 be transferred from the Flood Control Fund to the County Road Fund to be used for contour control.

Signed this 8th day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews
Harold Mathews, Chairman

absent
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Deb McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-81

IN THE MATTER OF APPOINTMENT TO THE FRANKLIN COUNTY NOXIOUS WEED CONTROL BOARD,

WHEREAS, the Franklin County Noxious Weed Control Board does have a vacancy due to the retirement of Jim Herres, and

WHEREAS, there is a need to fill this vacancy for the unexpired term,

NOW THEREFORE, BE IT RESOLVED that David L. Beach, 4687 Russell Road, Mesa, Washington is appointed to replace Jim Herres, to serve the remainder of the unexpired term to expire March 1990.

DATED this 8th day of August, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Member

Ken Miller
Member

Attest:

Deb McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 9, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was absent--attending NACO meeting.

9:30 a.m. Mr. Mathews convened the public hearing for the opening of sealed bids on the renovation of the Benton-Franklin Health District Building in Pasco, WA. Mr. Mathews and Mr. Miller were present. Mr. Moses Jacobs and Ms. Pam Richardson were present for Hickerson & Associates, the architects for the renovation. Also present were Mr. Gary E. Bosch, Bosch Const. Co.; Dave Knerr, Knerr & Taft Construction; Dave Parker, Kranz Construction; and Billie Ross, Hughes-Sillers Construction. Five bids were received. Specifications allowed for a base bid plus nine alternates that would not include a particular job. A copy of the alternates is attached as Exhibit A. Bids were received as follows:

Romm Construction, Inc., Pasco, WA

Base - $115,855.00; Alternate 1 - deduct $1,079; Alternate 2 - deduct $618; Alternate 3 - deduct $480; Alternate 4 - deduct $300; Alternate 5 - deduct $1,121; Alternate 6 - deduct $65; Alternate 7 - deduct $490; Alternate 8 - deduct $1,035; and Alternate 9 - $1,529.00.

Terranova Construction, Richland, WA

Base - $136,515.00; Alternate 1 - deduct $1,000; Alternate 2 - deduct $590; Alternate 3 - deduct $500; Alternate 4 - deduct $625; Alternate 5 - deduct $1,200; Alternate 6 - deduct $150; Alternate 7 - deduct $380; Alternate 8 - deduct $1,650; and Alternate 9 - $1,100.00.

Bosch Construction, Pasco, WA

Base - $129,361.00; Alternate 1 - deduct $916; Alternate 2 - deduct $675; Alternate 3 - deduct $485; Alternate 4 - deduct $675; Alternate 5 - deduct $1,350; Alternate 6 - deduct $180; Alternate 7 - deduct $495; Alternate 8 - deduct $1,996; and Alternate 9 - $1,025.00.

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FRANKLIN COUNTY
Commissioners' Proceeding for August 9, 1988

Kranz Construction, Grandview, WA

Base - $123,244.00; Alternate 1 - deduct $550; Alternate 2 - deduct $675; Alternate 3 - deduct $535; Alternate 4 - deduct $675; Alternate 5 - deduct $1,500; Alternate 6 - deduct $100; Alternate 7 - deduct $535; Alternate 8 - deduct $1,800; and Alternate 9 - $1,025.00.

Hughes-Sillers, Pasco, WA

Base - $121,090.00; Alternate 1 - deduct $575; Alternate 2 - deduct $750; Alternate 3 - deduct $380; Alternate 4 - deduct $350; Alternate 5 - deduct $1,620; Alternate 6 - deduct $250; Alternate 7 - deduct $270; Alternate 8 - deduct $370; and Alternate 9 - $1,400.00.

Knerr & Taff, Hermiston, OR

Base - $128,000.00; Alternate 1 - deduct $550; Alternate 2 - deduct $733; Alternate 3 - deduct $585; Alternate 4 - deduct $430; Alternate 5 - deduct $1,400; Alternate 6 - deduct $125; Alternate 7 - deduct $725; Alternate 8 - deduct $1,607; and Alternate 9 - $1,400.00.

The bids will be reviewed by Mr. Jacobs and the bid will be awarded Wednesday, August 24, 1988, 8:30 a.m. in the Commissioner's office.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 10, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce M Whitemarsh
Member

Ken Hill
Member

Attest:

Dale McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 10, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh attending NACO seminar.

10:00 a.m. The Board met with Tim Fife, Assistant County Engineer. Mr. Gilkeson was on vacation. Mr. Fife presented the 1988 striping contract for signature. The contract was awarded to Sharp Line Contracting, Spokane, Washington in the amount of $52,339.90. The Commissioners signed said contract. A copy of this contract is on file in the Road Department.

The sweeping truck is not working; repairs will be started on this.

Gravel replacement in the Riverview area: there are 7.31 miles (Attachment A), right of way for roads varies per road from 20 feet to the full right of way necessary. The estimated cost for a 40-foot wide, three inches of gravel is approximately $20,000 per mile. This will not eliminate all the dust problems but would allow the people to drive faster. It could possibly be done this fall. To hard surface this road would require 50% of owners to sign a CRID which would include the additional three inches of gravel and the oil. A suggestion was made to place a traffic counter in this area since the traffic has increased.

Other business: the sink hole on Juniper — the road would be sectioned off at both ends, open to local traffic only. It seems the farmer has an unlined ditch along the road that has caused the problem. R-170 holding pond broke again, putting mud across the road. Irrigation Company would be cleaning it out. The road has been posted. Court Street right of way—still waiting for signatures. One problem is the owners do not believe they own the property (according to records they inherited this property).

11:00 a.m. The Board met with the Franklin County Planner, Robert Boothe. Mr. Boothe advised that he would draft another letter to the City of Kennewick concerning the purchasing of their water tower, asking them to wait until the November CERB meeting

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 10, 1988

before making an alternative decision on the tower. Mr. Boothe advised that notices had been placed concerning the Franklin County Hospital District #1 for the withdrawal of territory.

The printing shop's padding machines were broken. He was having them sent to the Machine Shop to see if they could repair them in lieu of purchasing new ones.

The Board appointed L. E. Ostrom, 609 Road 40, Pasco to fill the vacancy of Carl V. Katwijh. His term will expire January 3, 1990 -- Resolution 88-82, Appointment to the Franklin County Planning Commission (Exhibit B).

The Franklin County Treasurer's office advised the Board that the Air Pollution Control Authority did not need the interfund loan as granted in Resolution No. 88-72. Mr. Miller made the motion to rescind Resolution No. 88-72; Mr. Mathews seconded. The Board passed Resolution 88-83 (Exhibit C) Rescinding Resolution 88-72.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 15, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold G. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:
Jill McLaughlin
Clerk of the Board

PAGE 1 16:45:29 09 AUG 1988

Name.....	Road#	PT	ADT..	Length
AGATE ST	12140	E	78	11
CRESCENT ROAD	11930	E	15	37
FRANKLIN RD	11830	E	155	25
HENRY ST	12090	E	45	10
LIVINGSTON RD	11850	E	30	22
LIVINGSTON RD	11850	E	20	8
LOCUST LN	11920	E	30	16
MARGARET ST	12080	E	20	5
MARIE ST	12110	E	60	10
MELVILLE RD	11840	E	50	22
OCTAVE ST	12100	E	50	10
RD #101	11610	E	100	19
RD #103	11630	E	221	15
RD #104	11640	E	50	16
RD #109	11690	E	51	11
RD #110	11700	E	38	11
RD #111	11710	E	53	31
RD #35	12350	E	66	12
RD #37	12370	E	140	10
RD #38	12380	E	150	6
RD #40	12400	E	25	9
RD #62	11220	E	50	12
RD #64	11240	E	122	14
RD #64	11240	E	122	12
RD #70	11300	E	30	15
RD #76	11360	E	23	25
RD #80	11400	E	68	42
RD #94	11540	E	17	11
RD #96	11560	E	88	45
RD ALONG RIVER	11990	E	20	22
RICHARDSON RD	11820	E	89	50
RICHARDSON RD	11820	E	69	50
RUBY ST	12130	E	48	11
STURGIS RD	11810	E	20	14
WERNETT RD	12240	E	142	17
WERNETT RD	12240	E	36	11
WERNETT RD	12240	E	10	25
WERNETT RD	12240	E	36	14
WERNETT RD	12240	E	138	25
***				731

39 Records Processed

PT - type of road (E = gravel)
ADT.. - traffic per day
Length - in hundredth

FRANKLIN COUNTY

RESOLUTION NO. 88-82

IN THE MATTER OF APPOINTMENT TO THE FRANKLIN COUNTY PLANNING COMMISSION,

WHEREAS, the Franklin County Planning Commission does have a vacancy due to the departure of Carl V. Katwijh, and

WHEREAS, there is a need to fill this vacancy for the unexpired term,

NOW THEREFORE, BE IT RESOLVED that L. E. Ostrom, 609 Road 40, Pasco, Washington is appointed to replace Carl V. Katwijh, to serve the remainder of the unexpired term, which expires January 3, 1990.

DATED this 10th day of August, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

absent
Member

Ken Mills
Member

Attest:

Lou McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-83

WHEREAS, Air Pollution Control had a need for funds to meet their current expenditures, and

WHEREAS, an interfund loan was approved by Resolution No. 88-72 on July 18, 1988, and

WHEREAS, Air Pollution Control now has sufficient funds to meet their current expenditures and no longer requires the interfund loan from Capital Improvement,

NOW THEREFORE, BE IT HEREBY RESOLVED, that Resolution No. 88-72 is rescinded.

DATED this 10th day of August, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

absent
Member

Ken Mills
Member

Attest:

DO McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 15, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member. Clerk of the Board, Diane McLaughlin, was on vacation.

The Board reviewed PY88 contracts, PY Technical Budget, PIC Administrative Entity modification request and a modification request to a PY87 Walla Walla Community College contract (Exhibit A). Mr. Miller made a motion to accept these contracts as submitted; Mr. Whitemarsh seconded. The Board unanimously approved and signed the above mentioned documents.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson brought the Commissioners up-to-date on various road projects: striping, seal coating--most completed; RAP projects and funding levels related to Franklin County; approved vouchers.

Member of the Deschanes subdivision were present for the meeting. Their concern centered around the gravel condition on their subdivision, road standards currently in effect, estimate cost for CRID.

11:00 a.m. Mr. Mathews convened the public hearing on a short plat request by Walt LePage. Mr. LePage has requested a short plat for preliminary approval to subdivide 73 acres into two parcels to be served by well and septic tanks for that property located on the west side of LePorte Drive and being approximately 1/4 mile, more or less, north of Fanning Road in Franklin County. The Planning Commission has approved this short plat with five conditions. Mr. Miller moved that the short plat application be approved with the recommendations made by the Planning Commission; Mr. Whitemarsh seconded. The Board unanimously approved Short Plat Application S.P. 005-88 and signed Resolution 88-84 (Exhibit B) into effect.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 15, 1988

CURRENT EXPENSE	-	Warrant Numbers 25159-25427, Both Inclusive	- $186,657.49
COUNTY ROAD	-	Warrant Numbers 7779-7819, Both Inclusive	- 208,724.74
EQUIPMENT RENTAL	-	Warrant Numbers 4719-4767, Both Inclusive	- 19,175.82
PATHS 7 TRAILS	-	Warrant Number 1	- 1,313.30
CENTENNIAL LICENSE PLATES	-	Warrant Number 24-27, Both Inclusive	- 443.04
LAW LIBRARY	-	Warrant Number 245	- 247.50
SOLDIERS/SAILORS	-	Warrant Numbers 266-268, Both Inclusive	- 1,178.38
SHERIFF's NARCOT	-	None	
JAIL COMMISSARY	-	None	
PA CRIME VICTIMS/-		None	
K-9 SHERIFFS/MISC-		None	
TRT (SWAT)	-	None	
CAPITAL OUTLAY	-	None	
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	None	
PUBLIC HOSPITAL	-	None	
CEMETERY #1	-	None	
CEMETERY #2	-	None	

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 17, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Matthews
Chairman

Bruce A Whitehead
Member

Ken Mitt
Member

Attest:
Neva McLaughlin
Clerk of the Board

CONTRACT/MODIFICATION SUMMARY

Technical Assistance Budget **Amount: $25,000**

To allow for technical assistance expenditures by the PIC and Service Providers from July 1, 1988 through June 30, 1989 in amounts not to exceed those specified.

PIC Administrative Entity Mod. 1 **Amount: $259,572**

The purpose of this modification is to delete money originally budgeted for a copy machine and a computer tape backup system. The amount of $5,030 has been added under subcontract and other services to allow for a contracted statewide follow-up service.

Contract #87-WWC 2A **Amount: $54,581**

Walla Walla Community College - PY 87 - Modification request number 2 to move money from the support category to the training category (and within the training category) to cover actual expenditures for year end billing. The modification will not add or subtract money from the original total budgeted amount.

New Contracts

Juvenile Justice Center (88-JJC HA) **Amount: $38,436**

The T.E.E.N. project will provide employment and training services to 36 youth under Juvenile Court Jurisdiction, and/or dependent wards of the court, ages 14-19.

Yakima Valley OIC (88-OIC HA) **Amount: $52,700**

To provide effective job search skills training, counseling, support, job referral and eliminate barriers to employment for 55 teenage and single parents in Benton and Franklin Counties.

BMAC/Job Training Center (88-BMC 2A) **Amount: $327,000**

To provide employment and training services to 227 economically disadvantaged adults and youth in Walla Walla County.

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BMAC/Job Training Center (88-BMC 2A) **Amount: $327,000**

To provide employment and training services to 227 economically disadvantaged adults and youth in Walla Walla County.

PIC Training Division (88-PIC 2A) **Amount: $555,246**

To provide employment and training services to 330 economically disadvantaged adults and youth in Benton, Franklin, and Walla Walla County.

Pasco School District (88-KEY 2A) **Amount: $197,818**

PASSKEY Project will provide employment and training activities combined with classroom remediation to 100 youth ages 16-21 in Benton and Franklin counties.

Washington Human Dev. (88-WHD 2A) **Amount: $102,748**

The HEAP project will provide employment and training services to 58 economically disadvantaged Hispanic adults in Benton, Franklin and Walla Walla counties.

Columbia Industries (88-COL 2A) **Amount: $150,584**

To provide employment and training activities for 72 disabled adults and youth in Benton, Franklin, and Walla Walla counties.

Washington Human Dev. (88-WHD JO) **Amount: $34,860**

To provide employment and training services to 20 mature workers (aged 55 years and older) in Benton, and Franklin counties.

BMAC/Job Training Center (88-BMC JO) **Amount: $11,146**

To provide employment and training services to 10 mature workers (aged 55 years and older) in Walla Walla county.

Pasco School District (88-KEY 2E) **Amount: $19,869**

To provide educational coordination services to 20 JTPA eligible youth in Benton county. Youth to be targeted are at risk of dropping out of school or school dropouts desiring to return to school.

BMAC/Job Training Center (88-KEY 2E) **Amount: $16,279**

To provide educational coordination services to 20 JTPA eligible youth in Walla Walla county. Basic education skills combined with employment opportunities will be targeted toward limited English speaking individuals and offenders, etc.

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-84

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 005-88 **APPLICANT:** Walt LePage

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of Walt LePage and has recommended **APPROVAL/~~DENIAL~~** of the preliminary short plat (subject to the following conditions) ~~(for the following reasons)~~

SEE ATTACHED

, and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 15th **DAY OF** August, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitemarsh
Member

Attest:

Clerk of the Board

Member

CONDITIONS OF APPROVAL - LePAGE SHORT PLAT - FILE # S.P. 005-88

1. As requested by the SCBID, the 5' irrigation easement across Lot 2 to Lot 1 is to be increased to 10 feet.

2. All new approaches onto LaPorte Road will require approach permits.

3. Show all distances and bearings of record vs. measured (field).

4. Extend plat boundary to center of LaPorte Road and dedicate 30 feet for county road right-of-way.

5. Provide a better detail of the 50' right-of-way distinguishing between road right-of-way and canal right-of-way. Coordinate with the County Engineer's office.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 17, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member. Diane McLaughlin, Clerk of the Board, was on vacation.

10:01 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Mathews convened the bid opening for a sign truck chassis. One bid was received: Sallee Chevrolet Co., Milton-Freewater, OR - $15,411.48. The bid will be awarded August 22, 1988 at 10:00 a.m.

General discussion was held on: Riverview Roads - cost to gravel 3.4 miles $45,000; Mr. Fredrickson - intersection needs gravel; Mr. Dallas Young complained about the patching done on Pearl and the street was too narrow (size of street same for pass 17 years). He advised that no patching was being done. Mr. Gilkeson provided the information showing that heavy patching was done last year and two years prior.

The Board signed the 1988 Collective Bargaining Agreement between The Sheriff of Franklin County, Washington and the Franklin County Road Deputies' Guild (Exhibit A).

Nancy Caldwell had presented to the Board a resolution request establishing a Human Services fund and assigning a number to the fund to combine several funds now in existence. Mr. Miller made a motion to adopt a resolution as presented; Mr. Whitemarsh seconded. The Board unanimously adopted Joint Resolution 88-85, Establishing a Human Services Fund and Assigning a number to the fund, for the purpose of combining four existing funds, i.e., the Mental Health/Mental Retardation Fund, Developmental Disabilities Fund, Mental Health Fund, and Alcohol/Drug Fund; and removing operating expenditures for the Bi-County Human Services Department out of Benton County's Current Expense Fund (Exhibit B).

The Vouchers Audited and Certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: County Road, Warrant Numbers 7875-7861, Both Inclusive, $35,297.47 and Equipment Rental, Warrant Numbers 4774-4784,

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 17, 1988

Both Inclusive, $5,096.50.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 22, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold J. Mathews
Chairman

Bruce D. Whitehead
Member

Member

Attest:
D.A. McLaughlin
Clerk of the Board

1988

COLLECTIVE BARGAINING AGREEMENT

Between

THE SHERIFF OF FRANKLIN COUNTY, WASHINGTON

and the

FRANKLIN COUNTY ROAD DEPUTIES' GUILD

ORIGINAL

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ARTICLE I - PREAMBLE AND PURPOSE OF AGREEMENT

1.1 This Agreement is entered into by and between the Board of Franklin County Commissioners for Franklin County, Washington, and the Franklin County Sheriff, both of which are hereinafter referred to as the "Employer," and the Franklin County Road Deputies' Guild, hereinafter called the "Guild," as members of the International Union of Police Associations, on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Sheriff's Department and to maintain harmonious relations between the County and the Guild.

1.2 As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

ARTICLE II - RECOGNITION

2.1 The Employer recognizes the Guild as the exclusive bargaining representative of full-time and regular part-time regular commissioned employees of the Franklin County Sheriff's Department, excluding supervisors, confidential employees and corrections officers.

2.2 The Guild recognizes the Board of County Commissioners and the Sheriff or their designees as the representatives for the Employer.

ARTICLE III - UNION SECURITY AND DUES CHECK-OFF

3.1 Affected employees may or may not, at their discretion, become members of the Guild. All employees who, as of the date of execution of this Agreement, have signed or who, after the date of execution of this Agreement, sign a dues check-off authorization shall be obligated to continue to pay regular dues each month to the Guild through the check-off procedure for the duration of the Collective Bargaining Agreement; provided, however, employees who have chosen to pay dues may, at their discretion, elect to discontinue the payment of dues, if said election is provided by written notification to the Guild representative and the Employer after December 15 but no later than December 30 of any contract term.

3.2 Upon written proof of bona fide religious tenets, pursuant to RCW 41.56.122, an employee who has otherwise chosen to pay dues or wishes to pay dues may proceed to pay similar amount of money monthly to a non-religious charity or to another charitable organization in accordance with the provisions of RCW 41.56.122. If such employee pursuant to this section re-

quests the Guild to use the Grievance and Arbitration Procedure on his/her behalf, the Guild is authorized to charge the employee for the reasonable cost of using such procedure.

3.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) days of the date of employment, notify the Guild in writing giving the name, Social Security number, hire date, address and classification of the hired employee. The Guild agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this section.

3.4 When provided with a "voluntary check-off" authorization in the form furnished by the Guild and signed by the employee, the Employer agrees to deduct from that employee's pay, the Guild's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Guild by check along with an alphabetized list showing names and amounts deducted from each employee. The Guild agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 The Guild recognizes the prerogative of the Employer to operation and manage the affairs of the Sheriff's Department in accordance with the responsibilities of said Department, lawful powers and legal authority.

4.2 Affairs/prerogatives of the Sheriff shall include but not be limited to the following:

(c) the right to establish lawful working 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, lay off, recall, promote or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Franklin County Civil Service Commission;

(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 sheriff personnel;

(f) the parties understand that incidental duties connected with operations, not enumerated in job descriptions, but generally consistent with job classifications, shall be performed by the employees when requested by a superior officer;

(g) the right to take actions as may be necessary to carry out Employer's services in emergencies.

4.3 The foregoing Employer prerogative shall not be deemed to be exclusive of other Employer prerogatives which are not specifically referenced hereinabove.

ARTICLE V - DEFINITIONS OF EMPLOYEES

5.1 Regular Line Deputy: A regular line deputy is a full-time uniformed employee as defined in RCW 41.56.030(6) who has been approved by the Civil Service Commission, has served his probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and be provided the benefits established in the terms and conditions of this Collective Bargaining Agreement.

5.2 Probationary Employee: A probationary employee shall be defined as any new hire who has never been employed by the Employer during the previous twelve (12) calendar months, and is one who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period said employee may be discharged without any recourse. The probationary status of an employee who has not attended the basic law enforcement training course in compliance with the Washington State Criminal Justice Training Commission is addressed in Section 5.3 below.

5.3 Probationary Status Limitation: Any probationary employee who, through no fault of his own, is unable to attend and complete the appropriate basic law enforcement training course within the probationary period set forth in Section 5.2 above, shall be entitled to the benefits accorded regular employee status with the exception that said employee must satisfactorily complete said appropriate basic law enforcement training course within fifteen (15) calendar months from the first day of employment subject to the following conditions:

(a) Should any employee option to defer attending the previously referenced course and subsequently be unable to complete said course within twelve (12) calendar months, his probationary status shall continue until such course is satisfactorily complete but not later than fifteen (15) calendar months from the first day of employment.

(b) The Employer agrees to encourage and make provisions for the training of new employees.

(c) If an employee fails to attend or satisfactorily complete the appropriate basic law enforcement training course within fifteen (15) calendar months from the first day of employment, said employee shall be terminated without any recourse.

(d) In the event the Sheriff petitions the Washington State Criminal Justice Training Commission for an extension of the fifteen (15) calendar month time limitation with respect to a particular employee and said extension is granted, then if said employee fails to satisfactorily complete the appropriate basic law enforcement training course, said employee shall be terminated without further recourse.

ARTICLE VI - SENIORITY

6.1 "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the Franklin County Sheriff's Department since his last date of hire, including total military time if drafted while employed by the County or any other authorized leave up to a maximum of one (1) year.

6.2 The Employer will provide the Guild with copies of the seniority list on January 1st of each year. Should more than one (1) employee have the same hire date, individuals will determine seniority by use of their Civil Service Examination ranking.

6.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

(a) The employee voluntarily leaves the service of the Employer; or,

(b) The employee is discharged for just cause; or,

(c) The employee is discharged during the probationary period; or,

(d) The employee is laid off for a period in excess of twelve (12) consecutive calendar months;

6.4 Seniority will operate on a divisional basis. Seniority divisions shall be established for line duties, corrections duties, dispatch and office/clerical duties.

6.5 An employee who is promoted within a division, shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job, within twelve (12) consecutive calendar months, the employee shall revert to his/her former position without prejudice.

ARTICLE VII - LAYOFF AND RECALL

In the event of a layoff or reduction in personnel, employees in the lowest rank will be laid off in inverse order of their seniority within the affected job classification except if this layoff order would create a hardship within the department and/or disrupt the normal function of the department as determined by the Employer. In the event of a vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, of personnel. Notification of eligibility shall be by certified mail to the employee's last known address within the twelve (12) months following the layoff or reduction in personnel. The Sheriff shall determine in his sole discretion whether employees are capable of performing the work required in a satisfactory manner.

ARTICLE VIII - ANNUAL LEAVE

8.1 All regular employees shall accrue and be granted the following vacation and/or holiday accumulation hereinafter referred to as annual leave, according to the following schedule:

Continuous Service	Vacation Days	Holiday Days	Annual Accum.
0 to 2 years	12	11	23
3 to 4 years	13	11	24
4 to 5 years	14	11	25
5 to 6 years	15	11	26
7 to 9 years	16	11	27
10 to 14 years	17	11	28
15 years & over	20	11	31

8.2 A new employee will accrue annual leave, but shall not be entitled to utilize said annual leave during the first six (6) months of employment except in the event of an emergency as determined by the Sheriff.

8.3 The following holidays are recognized as being those for which annual leave is granted:

New Years Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	February 22nd
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th
Personal Holiday	At employee's choice - Floating Holiday

8.4 Accrued annual leave shall be paid to regular employees who are discharged, or laid off, or who voluntarily leave the service of the Employer, provided they have given adequate notice [at least fourteen (14) calendar days notice prior to termination of employment] up to a maximum permissible accrual of two hundred (200) work hours.

8.5 Annual leave may be accumulated up to a total of two hundred (200) work hours. Any accrued leave in excess of two hundred (200) work hours will be taken as straight-time pay as of the last pay period in December, except if said excess accrual is caused by the actions of the employee, in which case there shall be no compensation for said excess hours.

8.6 All requests for leave are subject to approval in writing by the Sheriff.

8.7 Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year.

ARTICLE IX - HOURS OF WORK/OVERTIME

9.1 The work day shall consists of eight (8) hours of work, including meal period and rest periods.

9.2 A work period shall consists of no more than one hundred seventy-one (171) hours in any twenty-eight (28) day period. The Sheriff shall deter-

mine and establish from time to time the number of hours to be worked in a day and in a work week.

9.3 In the event of a bona fide emergency; or when employees quit; or employees fail to report for work; or employees are granted time off in writing; the Sheriff may alter work days and/or work weeks and/or work shifts.

9.4 There shall be twelve (12) work month pay periods for each calendar year; each work month shall be comprised of whatever total number of days within a monthly pay period, which results from a regular scheduling.

9.5 Each work day shall include a forty-five (45) minute meal period as near to the middle of the work day as practical. Rest breaks or coffee breaks, shall consist of two (2) fifteen (15) minute periods, one (1) during the first half of the shift, the second during the second half of the shift. In a bona fide emergency condition a meal period and/or rest break may be altered or missed and said rest break or meal period missed because of a bona fide emergency shall not be recoverable as overtime. All other rest breaks or meal periods missed as directed by the Sheriff shall be recoverable as overtime.

9.6 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff, his designee, or their immediate supervisor. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.

9.7 In the event of a bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the effected employees. Said employees shall not receive overtime for working said rescheduled work shift. The Sheriff shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.8 Overtime: All work performed in excess of one hundred seventy-one (171) hours per twenty-eight (28) day work period shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate.

9.9 In the event overtime or court appearance is not an extension, either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours. If overtime is for court, the employee shall not be required to perform duties unrelated unless an emergency exists. The minimum of two (2) hours shall be paid at the straight time hourly rate, with all time in excess of two (2) hours paid at time and one-half (1-1/2) the hourly rate of pay for time actually worked.

9.10 Call-back: An employee who is required to return to work after completing his/her regular shift and having left the premises, shall be paid, a minimum of two (2) hours at the overtime rate for hours worked.

9.11 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity.

9.12 Compensating Time Off: In the event an employee works in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work period, said employee may, subject to scheduling and approval of the Sheriff or his designee, accumulate eleven (11) hours compensatory time off at the time and one-half (1.5) rate per work period up to a maximum of forty (40) hours per year. Accumulation and use of compensatory time off shall be subject to approval by the Sheriff. This provision is subject to further interpretation in accordance with the provisions of the Fair Labor Standards Act.

9.13 The shift schedule shall be determined by the Sheriff. The Sheriff shall provide at least five (5) calendar days notice of a change in such shift scheduling except in the event of a bonafide emergency. Said notice shall be posted on the department bulletin board.

9.14 The employee shall not be paid overtime compensation as a result of travel time to and from any authorized and assigned school and such travel time shall not be used as hours worked to calculate overtime.

9.15 Time Worked: Annual leave, holidays, emergency leave, sick leave, military leave, maternity leave and leaves of absence shall not constitute time worked for the purposes of calculating overtime with respect to the one hundred seventy-one (171) hour threshold in the case of Sergeants, Corporals, and/or Deputies.

ARTICLE X - EMERGENCY LEAVE

At the discretion of the Sheriff, up to four (4) working days may be given and not deducted from annual leave.

ARTICLE XI - SICK LEAVE

11.1 Sick leave will conform to State statute or County ordinance and if not taken shall lapse month by month; that is, an employee at no time can have more than one hundred eighty (180) days of sick leave due. Non-commissioned personnel have ninety (90) days.

11.2 Casual, intermittent, occasional employment shall be considered as temporary employment and is not covered by the provisions of this section.

11.3 Sick leave may be taken for any of the following reasons:

(a) Illness or injury which incapacitates the employee to the extend that he is unable to perform his work

(b) Doctor's appointment

11.4 Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay.

11.5 Any employee who, for any reason, must take sick leave, shall, as soon as possible, notify his immediate supervisor or department head.

11.6 Sick leave is charge in units of half days or full days. Only working days are charged, and at the rate of one (1) day of leave for each day of absence.

11.7 Sick leave cannot be claimed for employees on annual leave.

11.8 A doctor's certificate of illness shall be submitted by the employee at the time of the employee's return to work, when he is absent because of illness or injury more than three (3) consecutive days, if requested by appointing authority.

ARTICLE XII - MILITARY LEAVE

In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 33.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to fifteen (15) calendar days with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

ARTICLE XIII - MATERNITY LEAVE

Maternity leaves will be granted without pay. The length of leave shall be determined by the employee's doctor and the Sheriff, except that in no case shall such leave be granted for more than one (1) year. Accrued sick leave in the event of a doctor-certified maternity illness may be used for maternity leaves. Sick leave for maternity purposes may only be used if there is an illness or sickness related to the pregnancy.

ARTICLE XIV - LEAVE OF ABSENCE

At the discretion of the Sheriff, a leave of absence without pay may be granted for a period not to exceed one (1) year. Advance in grade, sick leave or retirement shall not be credited during the period of authorized leave of absence.

ARTICLE XV- DISCIPLINE AND DISCIPLINARY PROCEDURES

15.1 The Sheriff or his designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Franklin County Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.

15.2 Disciplinary action or measures shall include only the following:

(a) written warning;
(b) suspension without pay;
(c) demotion;
(d) discharge.

15.3 the parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior 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; 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 Sheriff under this concept:

(a) first offense:	written warning
(b) second offense:	written warning, suspension without pay
(c) third offense:	written warning, suspension without pay, demotion, discharge.

15.4 Notwithstanding subsection 15.3 above, the Sheriff may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Franklin County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended.

15.5 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.

15.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in his/her 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.

15.7 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 without further recourse. Probationary employees shall not have any recourse through the grievance procedure or Civil Service for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions and/or discharge.

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

15.9 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 his immediate supervisor and the Sheriff, 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 Guild representative.

15.10 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article XVI, or through the Franklin County Civil Service Commission. The employee's decision of appeals procedure shall be final and binding on all parties. The employee must

exercise his/her option within ten (10) calendar days of the disciplinary action; otherwise the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one procedure or the other; said employee cannot exercise an appeal under both procedures.

15.11 Should any employee option to file a written demand for an investigatory hearing regarding the disciplinary action through the Franklin County Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Franklin County Civil Service Commission.

15.12 Should any employee option to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article XVI.

ARTICLE XVI- GRIEVANCE PROCEDURE

16.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

16.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Guild.

16.3 Any party who believes that they have a grievance arising out of the terms of this Agreement, may personally, or through a representative, apply for relief under the provisions of this Article.

16.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

16.5 If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action then any party must file either a written demand for an investigatory hearing before the Civil Service Commission, or a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

16.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Guild representative, or a representative of his own choosing, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

16.7 Should the Guild or the Employer have a concern which could result in a grievance, either party may choose to bring up the matter within thirty (30) calendar days of the concern giving rise to the potential grievance or said grievance shall be forever waived and null and void. The aggrieved party shall first discuss the matter with the other party to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievance.

16.8 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's division head within thirty (30) calendar days from its occurrence. The division head shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's division head within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Sheriff, the grievance may be presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance, in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

Step 3:

(a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.

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

(c) Arbitration Panel - Number - Selection: After timely notice, the parties will establish an arbitration panel of three (3) parties in the following manner:

(i) The Guild will select one (1) person and the Employer will select one (1) person. The person selected by the Guild and the person selected by the Employer shall attempt to select the third and neutral 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 a third and neutral arbitrator, the third and neutral arbitrator will be selected through the procedure as provided for in (ii), below.

(ii) In the event either party does not agree on a third and neutral arbitrator, then and in that event, either arbitrator may request that the Public Employment Relations Commission (PERC) submit a list of ten (10) names. If the parties cannot mutually agree on a third and neutral arbitrator from the list of ten (10), then the two arbitrators shall meet and flip a coin. The winning arbitrator shall strike one name from the list and communicate that arbitrator's choice to the other arbitrator. The losing arbitrator will strike one name from said list, and so on. The remaining name shall be the third and neutral arbitrator.

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

(e) Limitations, Scope and Power of Arbitration Panel:

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

(ii) The arbitration panel shall have the power to interpret and apply the terms of this Agreement and/or determine whether there has been a violation of the terms of the Agreement.

(iii) The arbitration panel shall consider and decide only the question or issue raised at Step 1 and/or Step 2.

(iv) In conducting a hearing, the arbitration panel shall keep a verbatim record of the testimony either by tape recording or court reporter. The arbitration panel shall also have the authority to receive evidence and question witnesses.

(v) The decision of the arbitration panel shall be by majority vote.

(f) Arbitration Award - Damages - Expenses:

(i) The arbitration panel shall not have authority to award punitive damages.

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

ARTICLE XVII - UNIFORMS AND FOOTWEAR

17.1 The Sheriff shall determine and establish the uniforms of the different Sheriff's Department personnel inclusive of Road Deputies, Correctional Officers, Dispatchers and Clerical personnel.

17.2 After the first year of employment with the Sheriff's Department, the Employer will furnish uniforms on a replacement basis as determined by the Sheriff.

17.3 A $55.00 per year allowance will be provided by the Employer for each employee for footwear as determined by the Sheriff.

ARTICLE XVIII - WAIVER OF PORTION OF AGREEMENT

The expressed provisions of this Agreement may not be waived except by mutual agreement of the Guild and the County, and in any individual case, the affected employee. Neither County or Guild will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE XIX - SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE XX - LONGEVITY

20.1 Employees will be eligible for longevity pay after completion of five (5) years employment with the Department.

20.2 Longevity will be paid at the rate of Ten Dollars ($10.00) per month with the commencement of the employee's sixth (6th) year of employment.

20.3 The monthly amount of longevity pay will increase by Five Dollars ($5.00) with th commencement of the employee's eleventh (11th), sixteenth (16th) and twenty-first (21st) years respectively.

ARTICLE XXI - STRIKES AND LOCKOUTS

21.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.

21.2 The Employer may discharge and/or discipline any employee who violates Section 21.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.

24.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

24.4. No lockout of employees shall be instituted by the Employer.

ARTICLE XXII - HEALTH INSURANCE

22.1 The County through participation in a group plan, makes available to employees the opportunity to participate in the following systems for coverage for personal and family medical, hospital and life insurance coverage:

Central Life Insurance Company
Washington Physician Service
HMO Group Health

22.2 Effective January 1, 1988, for each employee electing to receive any of the above-referenced coverages, the Employer will contribute up to $73.00 towards the premium for medical hospital coverage. The premium for life insurance for employees only will continue to be paid by the Trust Reserve.

22.3 Effective January 1, 1988, the County shall pay up to $16.70 towards the premium for Central Life Dental for employees only.

22.4 Effective January 1, 1988, the County shall pay up to $5.10 towards a vision insurance program for employees only.

22.5 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. It there are changes in the insurance programs, the Employer will notify the Guild of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level and/or premium level.

22.6 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Guild and employees shall comply with said changes if requested to do so by the Employer.

22.7 The Guild and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

22.8 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Guild and/or the employee.

ARTICLE XXIII - SALARIES AND CLASSIFICATIONS

The salaries and classifications for the various employees in the Sheriff's Department are set forth in Appendix "A" which is attached hereto and incorporated herein by reference.

ARTICLE XXIV - PAY ARRANGEMENTS

24.1 All employees shall be paid semi-monthly. There shall be no deductions other than required by law or authorization in writing by the employee.

24.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

24.3 Upon discharge or quitting, the Employer will pay monies due the employee less necessary adjustments on the pay period following such quitting or discharge.

ARTICLE XXV - NON-DISCRIMINATION

The Employer and the Guild shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, mental, physical or sensory handicap, except as allowed or provided by law.

ARTICLE XXVI - NEGOTIATIONS AND TERM OF AGREEMENT

26.1 This Agreement shall be in full force and effect from this 1st day of January, 1988, except as otherwise provided in this Agreement, and shall remain in full force and effect until December 31, 1988. Either party may request labor negotiations for the 1989 contract as of October 1, 1988, and will do so by way of written notification to the bargaining representative of the other party.

26.2 Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:

(a) The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,

(b) If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the Rules and Regulations governing the Public Employment Relations Commission; and,

26.3 If the parties are unable to reach agreement in mediation and there is an impasse, the Employer may provide thirty (30) calendar days written notification of its intent to unilaterally implement the final, last and best offer proposed during mediation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives on the 12th day of August, 1988.

FOR THE GUILD:

FRANKLIN ROAD DEPUTIES' GUILD

Jeffrey H. Reynolds
President and Chief Negotiator

David L. Luckow
Secretary

FOR THE EMPLOYER:

FRANKLIN COUNTY COMMISSIONERS

Harold M. Mathews
Chairman

Bruce A. Hutchinson
Commissioner

Ken Miller
Commissioner

Richard Lathim
Sheriff Richard Lathim

Anthony F. Menke, Chief Labor Attorney and Labor Negotiator for Franklin County

APPENDIX "A"

Section 1: Classifications and equivalents for Sheriffs' Department Personnel in the bargaining unit:

LINE OFFICERS	CRITERIA
1. Sergeant	One year as Deputy 1st Class. If there are no eligible 1st Class Deputies to take Civil Service examination for Sergeant, then next class Deputies will be eligible.
2. Corporal	Be a 1st Class Deputy, and pass a Civil Service examination for Corporal. If there are no eligible 1st Class Deputies to take the exam, then the next class shall be considered eligible.
3. Detective	Appointment by Sheriff, open to all Road Deputies.
4. Deputy 1st	Completion of five years with the Department.
5. Deputy 2nd	Completion of three years with the Department.
6. Deputy 3rd	Completion of one year as Trainee and having successfully completed the State requirement of an accredited Police Academy.
7. Trainee	Having passed a satisfactory Civil Service examination and all other requirements as set forth in Rule V, Section 1, of the General Rules and Regulations of the Civil Service Commission for Franklin County.

Section 2: For salaries, the following will be considered as equivalent to service in the Franklin County Sheriff's Department:

1. A college degree of four years equivalent to two years service.

2. Completion of three years college in courses leading to a degree equivalent to one and one-half years service.

3. Completion of two years college in courses leading to a degree equivalent to one year in service. College courses typically considered for equivalency service would include, but not be limited to: Police Science, Criminal Justice, Sociology, Political Science and Psychology. Any other courses for equivalency purposes to be considered, will be at the discretion of the Sheriff.

4. Satisfactory service with another Police agency or law enforcement agency, or related experience, may at the discretion of the Sheriff, be substituted for Franklin County Sheriffs' Department Service.

Section 3: Salaries during 1988.

Classification	1/1/88
Sergeant	$2,125.82
Corporal	2,058.99
Deputy:	
1st	2,006.97
2nd	1,865.70
3rd	1,736.26
Trainee	1,685.76

[The parties have agreed to grandfather current employees at current salary rates until the new rates contained in this pay plan exceed current salary rates.]

EXHIBIT B

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 247

FRANKLIN COUNTY RESOLUTION NO. 88-85

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF ESTABLISHING A HUMAN SERVICES FUND AND ASSIGNING A NUMBER TO THE FUND, FOR THE PURPOSE OF COMBINING FOUR EXISTING FUNDS, I.E., THE MENTAL HEALTH/ MENTAL RETARDATION FUND, DEVELOPMENTAL DISABILITIES FUND, MENTAL HEALTH FUND, AND ALCOHOL/DRUG FUND; AND REMOVING OPERATING EXPENDITURES FOR THE BI-COUNTY HUMAN SERVICES DEPARTMENT OUT OF BENTON COUNTY'S CURRENT EXPENSE FUND

WHEREAS, the Benton-Franklin Counties Department of Human Services manages the revenues and expenditures for four funds: Mental Health/Mental Retardation - Fund #108-101, Developmental Disabilities - Fund #122-101, Mental Health - Fund #123-101, and Alcohol/Drug - Fund #102-101, and

WHEREAS, for purposes of auditing, tracking and monitoring, there is no reason why the four funds should not be combined into one Human Services Fund to eliminate the necessity of transferring moneys between the funds, and

WHERE, the Department of Human Services' operating expenditures are paid by administrative monies from the programs administered, and

WHEREAS, this action eliminates excess administration and streamlines operations thus saving costs by removing the Department's budget from Current Expense and placing it in a Human Services Fund, NOW, THEREFORE

BE IT RESOLVED as follows, effective January 1, 1989:

1. That the Mental Health/Mental Retardation Fund, Fund #108-101 shall be redesignated as the *Human Services Fund* and shall be assigned Fund #108-101.

2. This Fund #108-101 shall be a cumulative reserve fund pursuant to Chapter 36.33 RCW for the purpose of general human services programs.

3. The moneys in said fund shall be allowed to accumaulate from year to year until the Boards of County Commissioners shall determine to expend the moneys in the fund for the purposes specified.

4. All moneys in all funds referenced herein shall never be expended for any other purpose than that specified without an approving vote by a majority of the electors of the counties at a general or special election to allow other specified used to be made of said funds.

5. Effective December 31, 1988 the following funds shall be terminated: Developmental Disabilities, Fund #122-101; Mental Health, Fund #123-101; and, Alcohol/Drug, Fund #102-101, and,

   Moneys from each of said funds shall be transferred into the newly established Human Services Fund.

DATED this 17th day of August, 1988.

BENTON COUNTY, WASHINGTON

A E. Isaacson
Chairman

Robert J. Drake
Member

Ron Lavin
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: Jeanette Evans
Clerk of the Board

DATED this 17th day of August, 1988.

FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce D. Whitmarsh
Member

Ken Miller
Member

Constituting the Board of County Commissioners of Franklin County, Washington

Attest: D. McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 22, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:31 a.m. Mr. Mathews convened the public hearing for the bid opening on the removal of asbestos from the Benton-Franklin Health District Building, Pasco, Washington. All three commissioners were present. Also present were Mr. Moses Jacobs with Hickerson & Associates and Mr. Q. D. Million of Air Quality Systems, Omak, Washington. Three bids were received: Air Quality Systems - $5,929.00 ($300 cashier's check); Insulation Removal Specialist, Spokane, WA - $12,519.00 ($630 cashier's check), and LVI Environmental Services, Inc., Spokane, WA - $28,000 ($1,444 cashier's check). Mr. Jacobs will review all bids received and make his recommendations to the Board Wednesday, August 24, 1988. Contract will be awarded 9:30 a.m. Wednesday, August 24, 1988. Mr. Mathews closed this hearing.

Mr. Jacobs discussed briefly the bids received on the renovation of the Health Building. All bids were over the estimated cost and some were not responsive. He would discuss this with the Prosecuting Attorney and give the Board his recommendation on Wednesday, August 24, 1988 as previously set up.

Mr. Mathews signed a revised contract with Pacific Northwest Bell allowing a larger percentage of revenue to the County on the inmate telephone services. The contract will be sent back to Pacific Northwest Bell for their signature.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Mathews convened the meeting for the awarding of the sign truck chassis bid. Mr. Gilkeson recommended awarding the bid to Sallee Chevrolet. Mr. Miller made a motion to accept this recommendation; Mr. Whitemarsh seconded. The Board unanimously approved awarding the bid to Sallee Chevrolet for $15,411.48 (Exhibit A).

Mr. Gilkeson presented a request for a call to bid for improvements to County Road Projects 457 and 459, Mountain Vista Road--clearing, grading, draining, surfacing,

guardrail, fencing, and other related work. He has been assured the last right of way has been obtained; he will wait until it is in his hand. However, he would like to go out for bids now. The Board approved and signed his notice to contractor (Exhibit B).

Mr. Gilkeson advised that he felt he had enough equipment on hand to hold a fall auction. He would like to check with the other elected officials to see if they would have any items for an auction before proceeding. He would keep the Board informed on this matter.

Mr. Gilkeson presented a copy of his preliminary proposed 1989 budget.

Present during Mr. Gilkeson's meeting with the Commissioners were Ralene Cuillier, Crista Cannon, Sally A. Kinne, Darlene Whitcomb, Olive Richardson, James Schwarting, Carol Dashill — residents of the Deschanes Subdivision. They did question his proposed budget. However, the Board did advise them this was not the actual budget for 1989 but a preliminary one for Bruce to work from and obtain the 1989 budget. The 1989 preliminary budget would be presented at a public hearing for comments, changes, etc. in October. Mr. Whitemarsh emphasized that he did not remember committing to oiling any residential road. Mr. Gilkeson advised that he would place some of the gravel in the fall and then wait until the spring to place the remaining gravel; this will allow some of the gravel to work in and prepare a better surface without losing all the gravel.

11:14 a.m. Mr. Mathews convened the public hearing on a shoreline permit application by the Louis Dreyfus Corporation, 5252 Burr Canyon Road, Pasco, Washington. They were requesting a permit to construct 2 five-pile dolphins on a tract of land approximately six acres in Government Lots 2 and 3 in the South 1/2 of Section 8, Township 12 North, Range 34, EWM, Franklin County, Washington (commonly known as 5252 Burr Canyon Road, Pasco, Washington, and lying west of Windust Park). Mr. Miller made a motion to grant said permit as presented by Mr. Boothe; Mr. Whitemarsh seconded. The Board unanimously approved the Shoreline Permit (Exhibit C). Mr. Mathews closed the hearing.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 22, 1988

Mr. Mathews convened the public hearing on amending the Zoning Ordinance. Mr. Boothe advised the Planning Commission had approved this amendment. The amendment would add a new section to Chapter 5, Section 1.2(J) - Uses Permit. It would add "Rural retail businesses associated with agricultural products subject to the following criteria:". There would be 10 criteria that must be met before a permit would be issued. After reviewing said request the Commissioners felt that Section 1.2(J)1. should have inserted the word "lessee" of the land and structures. Mr. Miller made a motion to approve the requested amendment to the Zoning Ordinance with the change in Section 1.2(J)(1) adding lessee; Mr. Whitemarsh seconded. The Board unanimously adopted Ordinance 6-88, Amending Zoning Ordinance No. 18-80 (Exhibit D). Mr. Mathews closed the public hearing.

Mr. Boothe advised that he has received a check from the Department of Ecology as partial payment ($256.60) on the work that has been done concerning the Hazardous Waste Zoning. They have also granted our extension pending the Ecology's siting criteria information being available.

Mr. Boothe advised that the Machine Shop was able to repair the padding machine for the Print Shop at a cost of $48. The other machine would be taken to them for repair also.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: Detention - Jail Commissary, Warrant 214 - $796.59; B-F Mental Health, Warrant 14 - $310.46; Air Pollution #656, Warrant Numbers 287-305 - $7,398.43; Franklin County Unemployment Fund, Warrant Number 15, $1,531.68; Capital Improvement, Warrant 73 - $2,000; Alcoholism, Warrant 10 - $54.29; TRT Fund (SWAT), Warrant 8 - $655.04; Sheriff's Narcotic Trust, Warrant 78 - $107.99; County Road Unemployment Trust, Warrant 13 -$2,430.79; and Paths & Trails Misc. Fund, Warrant 1 - $1,313.30.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 22, 1988

Mrs. Loveland, Franklin County Treasurer presented a request to invest funds from the 1988 Bond fund in the amount of $122,000 for a period of 43 days. The Board approved this investment (Exhibit E).

The confirmation from the City of Pasco was received appointing George Dockstader to the Housing Authority Board (Exhibit F). A letter will be sent to Mr. Dockstader advising him of this appointment.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 24, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

August 22, 1988
BG-88-90

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

SUBJECT: Award of Bid - Cab and Chassis

We have reviewed the proposal received for purchase of the cab and chassis.

Sallee Chevrolet of Milton-Freewater, Oregon, meets the specifications. We feel this cab and chassis provides the best value to the County.

I therefore recommend the Award of Bid to Sallee Chevrolet for $15,411.48.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

NOTICE TO CONTRACTORS

FRANKLIN COUNTY
County Road Department
Pasco, Washington

Sealed bids will be received by the County of Franklin, at the Office of the Board of County Commissioners in the Courthouse at Pasco, Washington, until 10:00 a.m., September 7, 1988, and will then and there be opened and publicly read for the construction of the improvements herein described.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Franklin.

Informational copies of the specifications and plans are on file for inspection in the Office of the County Engineer of Franklin County in Pasco, Washington, the Tri-City Construction Council in Kennewick, Washington, and the Chapter Office of the Associated General Contractors of America in Spokane, Washington.

Specifications and plans may be obtained from the Franklin County Engineer, 3540 N. Ave. "C", Pasco, Washington, 99301, upon a payment of a non-refundable amount of $10.00. Additional information may be received from the Franklin County Engineer's Office.

The improvements for which bids will be received follows:

County Road Projects 457 & 459
Mountain Vista Road

Clearing, grading, draining, surfacing, guardrail, fencing, and other related work.

Bidders shall submit bids in a sealed envelope addressed to: Franklin County Board of County Commissioners, Courthouse, Pasco, Washington, 99301, and marked "Mountain Vista Road - CRP's 457 & 459 - September 7, 1988."

Bids shall be submitted on the bid form attached to the specifications. The Board of County Commissioners reserve the right to reject any or all bids.

Signed this 22nd day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

SHORELINE MANAGEMENT ACT OF 1971
PERMIT FOR SHORELINE MANAGEMENT
SUBSTANTIAL DEVELOPMENT, XXXXXXXXXXXX
USE,XXXXXXXXXXXX

NOTE: THIS PAGE FOR LOCAL GOVERNMENT USE ONLY

(Consecutive but beginning with No. 1)
Application No. SH 88-1
Administering Agency Franklin County
(city or county)
Date received May 26, 1988
Approved 8-22-88 Granted 8-22-88
Date 8-22-88

Type of Action(s)

(X) Substantial Development Permit
( ) Conditional Use Permit
( ) Variance Permit

Pursuant to chapter 90.58 RCW, a permit is hereby granted/XXXXX to:

Louis Dreyfus Corporation
(name of applicant)
5252 Burr Canyon Road
(address)
Pasco, WA 99301

to undertake the following development: (Please be specific)

Construct ywo five-pile dolphins for the purpose of expansion of barge loading area

upon the following property (please list the legal description, i.e., section to the nearest quarter section, township, range):
South half of Section 8, Township 12 North, Range 34EWM, Franklin County,WA

Within the Snake River and/or its associated wetlands.
(name of water area)

The project will be/not be within shorelines of state-wide significance (RCW 90.58.030). The project will be located within a Rural designation.
(environment)

The following master program provisions are applicable to this development (state the master program section or page number): If a conditional use or variance, also identify the portion of the master program which provides that the proposed use may be a conditional use, or that portion of the master program being varied.
Sections 8.10 and 8.11

Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions:
The applicant shall comply with all other applicable local, state, and federal requirements.

This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutues, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.58.140(8) in the event the permittee fails to comply with the terms and conditions hereof.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR IS NOT AUTHORIZED UNTIL THIRTY DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN THIRTY DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5)(a)(b)(c).

August 22, 1988
(Date)

X Harold W. McPherson
(Signature of Authorized Local Government Official)

THIS SECTION FOR DEPARTMENT USE ONLY IN REGARD TO A CONDITIONAL USE OR VARIANCE PERMIT.

Date received by the department _____

Approved _____ Denied _____

This conditional use/variance permit is approved/denied by the department pursuant to Chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions: _____

_____

_____

_____ _____

(Date) (Signature of Authorized Department Official)

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

ORDINANCE NO. 6-88

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 18-80

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

Section 1

The Franklin County Zoning Ordinance #18-80, with an effective date of September 8, 1980, and amended August 17, 1981, December 13, 1981, October 6, 1982, November 14, 1982, August 15, 1983, October 16, 1983, February 12, 1984 and May 18, 1987, is hereby amended to read as follows:

Section 2

Chapter 5, Section 1, Agricultural Production Zone, is amended to add the following:

(NEW SECTION) SECTION 1.2(J) - USES PERMITTED:

J. Rural retail businesses associated with agricultural products subject to the following criteria:

1. The business is considered an accessary use to the permitted use in the Agricultural Zone; must be on the same parcel with a permitted use and is clearly incidental and secondary to the permitted uses; and must be operated by the owner or lessee of the land and structures.

2. The business must be within an existing structure (unique to) (on the) property and would use products primarily grown on the land. The name or theme of the business must reflect the predominant product grown on the farm.

3. The business must be within an established fire district or have a contractual agreement from a fire district to provide a fire fighting service, or have an approved sprinkler system within the structure.

4. The business shall be designed to serve a need for people who reside in the area of the proposed business and not for the travelling public.

5. Access to the business must be from an existing, improved (hard surface) county arterial as designated in the Comprehensive Plan. Access permits must be obtained from the County Highway Department.

6. Parking requirements shall be the same as those described in Chapter 7, Section 12 of this Ordinance.

7. In addition to item #5 above, businesses must obtain approval from the following:

   (a) County Planning Department -
      (1) approval of application.
      (2) site plan approval.
   (b) County Building Department - building plan approval.
   (c) County Fire Marshal - fire code approval.
   (d) County Health Department -
      (1) food service approval.
      (2) waste disposal approval.
      (3) water service approval.
   (e) Department of Social and Health Services (if applicable).

8. One on-premise sign shall be allowed to advertise the business. Setbacks shall be as defined in the Zoning Ordinance, and sign area shall be regulated by the Sign Ordinance for commercial uses.

9. Businesses will be permitted with the intention of permitting uses which (in the opinion of the approving body) will not adversely affect the public health, safety and general welfare, and the uses allowed within the Agricultural Zone. Businesses that outgrow their area, and which in the opinion of the approving body pose a threat to the purpose and intent of the Agricultural Zone, pose a traffic hazard or violate these standards shall cause Franklin County to review (the approval of) the business and may cause said business to relocate to a more suitable area within established commercially zoned areas.

10. Applications for proposed businesses shall be made to the Franklin County Planning Department on forms prescribed by that office.

Section 3

EFFECTIVE DATE: This Ordinance amending Franklin County Zoning Ordinance #18-80 shall be in force and effect from and after the 22 day of August, 1988.

PASSED AND ADOPTED THIS 22 DAY OF August, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Matthews
Chairman

Bruce M Whitmarsh
Member

K Miller
Member

Attest:

D O'Loughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

August 18, 1988

Valoria H. Loveland
frnaklin County Treasurer
Pasco, Washington 99301

Dear Ms. Loveland:

Please invest funds from the 1988 Bond fund in the amount of $122,000.00 for a period of 43 days to mature September 30, 1988.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

File

August 4, 1988

PASCO CITY HALL
RECEIVED
AUG 05 1988
CITY MANAGER'S OFFICE

Mr. Gary Crutchfield
City Manager
City of Pasco
P. O. Box 293
Pasco, WA 99302

Dear Gary:

It was the decision of the Franklin County Commissioners to appoint George Dockstader, 4951 Selph Landing Road, Pasco, Washington, to fill the vacancy on the Housing Authority Board.

This appointment is to complete the unexpired term of James W. Rogers and will be effective immediately, to expire January 28, 1992.

If you concur with this appointment, please sign below and return the letter to us and we will notify Mr. Dockstader of his appointment.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

The Pasco City Council does concur with the appointment of George Dockstader.

Gary Crutchfield, City Manager

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 24, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was absent in the morning but came in to meet with Mr. Rackleff, Department of Revenue at 1:00 p.m.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090: Current Expense, Warrant Numbers 25281-25427, Both Inclusive, $113,378.65; Salary Clearing, Warrant Numbers 2051-2072, Both Inclusive, $10,544.71; County Road, Warrant Numbers 7876-7914, Both Inclusive, $181,747.43.

9:30 a.m. Mr. Whitemarsh convened the meeting for awarding the renovation contract for the Benton-Franklin Health District Building, Pasco, Washington. Present: Mr. Whitemarsh, Mr. Miller, Mr. Jacobs. Mr. Mathews was absent. Mr. Jacobs advised that all bids were over the estimate of the job and a few were not responsive. The Commissioners do have the right to reject all bids. Mr. Miller made a motion to reject all the bids. The Board unanimously approved the rejection of all bids. Mr. Whitemarsh closed the meeting. A brief discussion was held on how to reduce the cost--one suggestion was on the type of insulation. Mr. Jacobs would review the specifications and notify all those that did submit a bid of any changes. Legal notifications will be published according to the R.C.W. for a new "invitation to bid" on this work.

9:45 a.m. Mr. Whitemarsh convened the hearing awarding the asbestos removal at the Benton-Franklin Health District Building. Present: Mr. Whitemarsh, Mr. Miller, Mr. Jacobs. Mr. Mathews was absent. Mr. Jacobs recommended the awarding of the bid to the lowest bidder, Air Quality Systems. Mr. Miller made the motion to award the bid to Air Quality System. The Board unanimously approved the awarding of the contract to Air Quality Service. Mr. Jacobs asked the Board if they wanted him to subcontract the air monitoring process. The cost would be no more than $3,000. The contract would be with

Westinghouse Northwest Environmental Center. The Board approved his handling of the subcontract.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Also present: Kathy Brazil, Tom Cuillier, Sally Kinne, David G. Ladd, and Larry L. Thomas--all from the Deschanes Subdivision.

Mr. Gilkeson presented the RAP Prospectus for Biennium 1989-1911 for Mr. Mathews signature. Mr. Mathews would be in late this afternoon and sign the forms. Projects on the RAP Prospectus are:

(a) R-170 Project No. 06080, M.P. 0.00-3.00 - bring up to an "all-weather" standard eliminating the need for road restrictions. This project would also include the replacement of a deteriorating wood bridge.

(b) R-170 Project No. 06080, M.P. 6.39-7.36 - reconstruction of R-170 to Basin City community.

(c) Glade North Project No. 09010, M.P. 11.59-12.97 - Reconstruction on existing alignment. Also replace bridge that is showing signs of age.

(d) Pasco-Kahlotus Project No. 08070, M.P. 19.00-21.00 - Reconstruction on substantially the same alignment improving the safety of the curves and increase the carrying capacity of the road.

(e) Moon Project No. 02070, M.P. 1.75-3.19 - Reconstruction on substantially new alignment. Also would correct a low clearance RR underpass problem.

(f) Pasco Kahlotus Project No. 08070, M.P. 25.00-28.00 - Improve the safety on several corners by realigning the road.

(g) Devils Canyon Project No. 0147002, M.P. 7.35-8.10 - Correct several substandard curves and replace the pot-holed pavement.

(h) Ringold Project No. 05060, M.P. 0.00-3.02 - Bridge over abandoned wasteway would be replaced with a fill. Additional base added to existing road to handle the

increased truck traffic.

(i) Mountain Vista Project No. 04450, M.P. 1.11-3.77 - Final phase in upgrading Mountain Vista Road from gravel to paved surface.

(j) Mountain Vista Project No. 04450, M.P. 3.77-4.80 - Next phase in upgrading Mountain Vista from gravel to paved surface.

(k) Klamath Project Number 05840, M.P. 4.86-5.86 - Hard surface on substantially the same alignment.

(l) Burr Canyon Road Project Number 0140003, M.P. 0.91-2.36 - Complete the paving of Burr Canyon Road.

Mr. Gilkeson presented to the Board a recap of his proposed 1989 Construction Budget (Exhibit A).

Mr. Gilkeson brought the Board up-to-date on the Court Street Project. Right-of-ways are still being obtained by the State.

The Board discussed the following with the Deschanes subdivision: residents who have no roads, the County's need for a Road Deputy and why the money was used in this manner, right of ways in their area, weed spraying in North Pasco, drainage problems. Mr. Miller again stressed that they would have their roads brought up to County gravel standard. They should receive two inches of gravel this fall and one inch in the spring. They questioned how the cost would be divided on a CRID. Mr. Gilkeson advised that it could be done several ways: divided equally, front footage, etc. There are two people in the area who built below the road level who are now being flooded. Mr. Gilkeson advised that there is usually no drainage with gravel roads. They also questioned how to get a property cleaned. They were advised to contact the Fire Department, and if there seems to be a health hazard, they should contact the Health Department. They mentioned they have talked to the Fire Marshall but nothing has been done. The Board will discuss with the Fire Marshall. It was again brought up that Mr.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 24, 1988

Whitemarsh had promised them a hard surface road. Mr. Whitemarsh emphasized that he could not remember committing to oiling any residential road.

Mr. Gilkeson advised the sweeper has been repaired; however, the new mower is not in. Spot spraying will be starting.

Mr. Mathews met with Mr. Ed. Rackleff, Department of Revenue, Property Division; Neva Corkrum, Franklin County Auditor; Shirley Morrow, Franklin County Assessor; Valoria Loveland, Franklin County Treasure. Mr. Rackleff review a new levy system that the legislature had approved and how it could benefit the County.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 29, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Absent
Chairman

Bruce A. Whitemarsh
Member

Member

Attest:
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

August 23, 1988
BG-88-92

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Proposed 1989 Construction Budget

The proposed construction budget for next year is based on the following information and replacement schedule:

URBAN AREA

1. Reconstruction or rehabilitation of principal, minor, and collector arterials on a 20 year replacement program. Approximately 26 miles total; program would rebuild 1-1/2 miles/yr at a cost of $450,000.

2. Elimination of all gravel roads within urban area in next three years. Approximately 3 miles/yr at a cost of $500,000.

RURAL AREA

1. Reconstruction and rehabilitation of County bridges on a 50 year replacement program. County has 89 bridges; 2 bridges/yr would be replaced at a cost of $400,000.

2. Reconstruction and rehabilitation of major and minor collector routes on a 30 year schedule. County has approximately 360 miles. County would be replacing 12 miles/yr at a cost of $2,880,000.

3. Build new collector and access roads into areas presently not served by County roads. Approximately 35 miles of roads have been identified as needing to be constructed. Program would take 10 years to complete; 3 miles/yr at a cost of $525,000.

TOTAL COST CONSTRUCTION PROGRAM $ 4,755,000

The reconstruction of the arterial and collector routes would be to an all-weather standard. Access roads would be built to the hardsurface standard presently in use. All costs listed include design engineering, right-of-way acquisition, and construction administration.

For next year, it is anticipated that there will be $773,000 of Federal grant construction (FAS and FAUS) and $340,000 of State grant construction (RAP). These grant programs would reduce the proposed construction program cost by $725,000. This leaves $4,030,000 for the County to fund.

BAG/ler

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 29, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was attending an Emergency Services meeting in Seattle.

10:00 a.m. The Board met with Mr. Gilkeson, Franklin County Engineer. Mr. Gilkeson had nothing to present to the Board but was under the impression the Treasurer would be present and wanted him there. The Treasurer was out ill. Mr. Whitemarsh advised him that Mrs. Strand has not been seen by anyone since the original approach on the right-of-way on Court Street and she was not sure what was going on.

Mr. Gilkeson advised the State people had contacted her. It was brought to her attention that her fence was built on County right of way not her own property. He would check with the State and have someone get back with her. Other items discussed: cash flow was doing fine; pre-leveling was continuing; Basin Disposal dump trucks were damaging the roads by having to park right on the edge to pick up the litter containers. He would make contact with Basin to see how this problem could be corrected. Road 35 dry wells are in and three inches of rock has been laid. Mr. Gilkeson asked what was the status of surplus property. The matter is being handled by Mr. Mathews and the Board will let him know.

1:30 p.m. Mr. Whitemarsh convened the public hearing on the withdrawal of territory from Hospital District No. 1 and be made a part of Fire District #2. The Board reviewed the petitions and findings of fact and recommendations of Franklin County Hospital District #1. The area is being serviced by two ambulances--one from the Hospital District and one from the Fire District. To be equitable to those residents in the area they would like to be under only one district--the Fire District. Mr. Miller moved to accept the recommendations of the Franklin County Hospital District. The Board unanimously adopted Resolution 88-86, Findings of Fact Petition for Withdrawal of Territory from Hospital District #1 (Exhibit A). The original petition and findings

of fact from the Hospital District are being filed with the Auditor's office.

Mr. Dan Hultgrenn expressed a concern about the weeds on Willow Way and 104. The Board advised him that the mower was down but felt sure this would be taken care of as soon as it was running again. They would check with the engineer concerning this.

The Board met with representatives from PENCO Insurance and Neal Smiley, Dunning-Ray Inc. Penco wanted to express their concerns about the new insurance pooling being considered by various counties and expressed their interest in submitting a bid for the County's insurance need. The Board advised them they would be interested in receive a bid for the next year's insurance premiums.

The meeting was continued until August 30, 1988 to conduct further business.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Absent
Chairman

Bruce A Whitemarsh
Member

Member

Attest:
Clerk of ~~the~~ Board

FRANKLIN COUNTY

RESOLUTION NO. 88-86

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON.

RE: FINDINGS OF FACT
PETITION FOR WITHDRAWAL OF TERRITORY FROM HOSPITAL DISTRICT NUMBER 1.

WHEREAS, on August 4, 1988, the Clerk of the Board did set a public hearing for August 29, 1988, to consider the above referenced matter, and

WHEREAS, at the public hearing the Board has found as follows:

1. Notice of the public hearing was given in accordance with statute (R.C.W. 57.28.070); i.e., the notices were published in the Tri-City Herald and the Franklin County Graphic on August 11th and 18th, 1988.

2. The Board of County Commissioners agrees with the Hospital District Commissioners that (1) the withdrawal of territory would be of benefit to such territory and (2) that the withdrawal would be conducive to the general welfare of the balance of the district.

3. The Board of County Commissioners also further supports the finding of fact presented by Hospital District Number 1 and hereby make said findings part of the County Commissioners findings of fact, and

WHEREAS, the public use and interest will be served by approving the above mentioned petitioned,

NOW THEREFORE, BE IT RESOLVED that the petition to withdraw territory from Hospital District Number 1, as described in Exhibit "A" is approved and that said territory is hereby withdrawn and excluded from said Hospital District.

DATED this 29 day of August, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

(absent)
Chairman

Bruce M. Whitmarsh
Member

Member

Attest:
Clerk of the Board

EXHIBIT A

Area to be withdrawn from Hospital District Number 1.

Legal Description:

1. All lands in Section 13, Township 11 North, Range 32 East, W.M., except three acre right-of-way and Short Plat #81-23. (Parcel #107-130-025) (Acres: 635.99)

2. All lands in Short Plant #81-23, Lot 1, located in Section 13, Township 11 North, Range 32 East, W.M. (Parcel #107-130-034) (Acres: 1.1)

3. All lands in Section 14, Township 11 North, Range 32 East, W.M., (Parcel #107-140-014) (Acres: 640)

4. All lands in Section 23, Township 11 North, Range 32 East, W.M., except one acre right-of-way. (Parcel #107-230-015) (Acres: 639)

5. All lands in the NW 1/4 and S 1/2 of Section 24, Township 11 North, Range 32 East, W.M. (Parcel #107-240-022) (Acres: 480)

6. All lands in the NE 1/4 of Section 24, Township 11 North, Range 32 East, W.M., except right-of-way. (Parcel #107-240-013) (Acres: 156)

7. All lands in Section 15, Township 11 North, Range 32 East, W.M. (Parcel #107-150-012) (Acres: 638)

8. All lands in Section 22, Township 11 North, Range 32 East, W.M. (Parcel #107-220-017 and #107-220-026) (Acres: 640)

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 30, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board wrote a letter to the Washington Utilities and Transportation Commission supporting Basin Disposal, Inc. request for rate increases (Exhibit A.)

The Board met with Terry Yonts, District Court Administrator. Mrs. Yonts computer had blown out over the weekend, this type of terminal is left on at all times. Due to her workload they could not be without a terminal. Hewlett Packard would be checking this one out to see what caused the problem; however, there is no way to know how long this will take and if it would be covered by the warranty. She is requesting permission to purchase a new terminal. She does have the money in her budget for this purchase. The Board approved her purchase of a new terminal. Mrs. Yonts also mentioned that the ceiling above her desk was leaking. It seems someone was working in the old jail and must have turned on the water. She was advised to take the problem to Captain Turner who was handling this area.

Shirley Morrow asked the Board if it would be legal for her to use the pop money that she collects frdm the pop machine to pay for her postage due. The postage due is generally for "forwarding addresses" being sent to the County by the Post Office. Presently, the money is turned into the Treasurer to be placed back into Current Expense. She does not carry enough petty cash to constantly pay for this postage due. The Board was not sure of the legality of this matter but would be meeting with State Auditor and would ask him.

The Board met with Pete Peterson, Benton-Franklin Counties Juvenile Court. The Court had received a grant from PIC for the training, education, and employment for juveniles in the amount of $38,436.00 and was requesting a budget be established for this amount. Mr. Miller moved to accept this recommendation. The Board unanimously approved Resolution 88-87, Supplemental Appropriation to the 1988 Benton-Franklin

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 30, 1988

Counties Juvenile Fund, Fund. No. 115-101 Department 178 Budget in the amount of $38,436.00 (Exhibit B).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until August 31, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce D Whitehead
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

August 30, 1988

Commissioners
Washington Utilities and Transportation Commission
Chandler Plaza Bldg. FY-11
1300 Evergreen Park Drive South
Olympia, WA 98501

Commissioners:

We, the County Commissioners of Franklin County are taking this opportunity to share with you our views and opinions in regards to the performance of Basin Disposal, Inc.

Franklin County found it necessary to discontinue operation of the County's three solid waste transfer stations in October of 1986. Basin Disposal, Inc. was ready, willing, and able to provide interim support services at each of the sites until complete closure was accomplished. After which Basin Disposal, Inc. initiated a strong effort to inform each and every resident of rural Franklin County of the solid waste services that they are able to provide.

As a direct result of the efforts of the company, many people who reside in very sparsely populated portions of the county are receiving service who previously had utilized the county transfer stations.

Another item that we have observed as a result of the level of service provided by Basin Disposal is a reduction in our rural litter problem.

It is our collective opinion that Basin Disposal, Inc. is deserving of the support of the Washington Utilities & Transportation Commission. It is our recommendation that you grant acceptance to their request.

Respectfully,

COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 257

FRANKLIN COUNTY RESOLUTION NO. 88-87

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 1988 BENTON-FRANKLIN COUNTIES JUVENILE FUND, FUND NO. 115-101, DEPARTMENT 178 BUDGET

WHEREAS, THE Benton-Franklin Counties Juvenile Court, has received a grant from the Private Industry Council for the Transition Program, for the purpose of training, education and employment for juveniles; and,

WHEREAS, Doug Loree, Juvenile Court Administrator, has requested that the 1988 Juvenile Fund, Fund No. 115-101, Dept. 178 budget be supplemented in the amount of $38,436.00 in order to perform the aforementaion services; and,

WHEREAS, no one appeared at the public hearing held on Monday, July 11, 1988, or any subsequent hearings thereafter to speak in favor of or in opposition to the proposed supplement.

WHEREAS, the Boards of Commissioners of Benton and Franklin Counties find the establishment of a budget for training, education and employment for juveniles to be in the Counties' best intersts; NOW, THEREFORE,

BE IT RESOLVED by the Boards of Commissioners from Benton and Franklin Counties that a budget in the amount of $38,436.00 be established within the Benton-Franklin Counties Juvenile Fund, Fund No. 115-101, Department 178, Transition Program, as more fully described in Exhibit A attached hereto.

DATED at ~~Kennewick~~ Prosser, Washington, this 22nd day of August, 1988.

R.E. Isaacson
Chairman

Robert J. Drake
Member

Ron Lowe
Member

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

ATTEST:

Glennette Evans
Clerk of the Board

DATED at Pasco, Washington, this 30 day of August, 1988.

Harold N. Matthews
Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

ATTEST:

Clerk to the Board

Constituting the Board of County Commissioners
of Franklin County, Washington

EXHIBIT B

1988 PRIVATE INDUSTRY COUNCIL BUDGET
T.E.E.N. TRANSITION PROGRAM

		PERSONNEL		
	178-1596	Bookkeeper	1,800	
	178-1605	Training Counselor	7,093	
	178-1677	Youth Employment Salaries	9,280	
333-17-2001		Total Salaries	18,173	
		BENEFITS		
	178-2101	Industrial Insurance	941	
	178-2102	Social Security	1,369	
	178-2103	Medical Benefits-Staff	530	
	178-2104	Retirement-Staff	437	
333-17-2001		Total Benefits	3,277	
333-17-2001		Total Salaries and Benefits		21,450
333-17-2001	178-3101	SUPPLIES		576
		SERVICES		
333-17-2001	178-4102	Professional Services	13,350	
	178-4201	Postage	25	
	178-4202	Telephone	585	
	178-4301	Travel Expenses	550	
	178-4501	Rent	1,800	
	178-4905	Staff Training	100	
		Total Services		16,410
		TOTAL BUDGET		38,436

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for August 31, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was attending an Executive Washington Insurance Pool meeting in Olympia.

Also present for this morning was Mrs. Rose and Mrs. Richardson, residents of the Deschane Subdivision.

The Board met with Bill Ford, County Extension Agent. Mr. Ford wanted to review his budget with the Commissioners and stress how they need the County's support on this budget. He felt the current budget is not adequate. He also mentioned that they were concerned about security in the building at night.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson present his monthly progress report to the Board: seal coating doing the last of the intersections; striping is completed. He has not heard from the Douglas Company concerning their site distance, road access, and permits. They were advised to come in and follow the legal process for the permits. Mrs. Rose asked the cost of hot mix patching and if there was a standard. The cost for the hot mix is $27/ton and there is no standard. The work would be filling in holes and ruts. Three hundred sixty-six miles were bladed in August. Mr. Gilkeson advised they had one broom truck running, but the pole broom and truck were in sad shape. This condition is due to usage and the type of dust in the area. He advised that they are looking at purchasing, in the future, a self propelled sweeper because these machines are built to take the dust. Mrs. Rose questioned if equipment is purchased, leased or rented. The Board advised purchased, as this has been the most economical manner in the past. Equipment is sometimes rented for special jobs. The Board advised Mr. Gilkeson of Mr. Hultgrenn's concerns on the weed problem in his area. Mr. Gilkeson advised the mower has not been in the Pasco area due to lack of personnel and seal coating. Should be started again soon.

Mrs. Rose asked how many employees in the Highway Department and how many gravel

pits. Mr. Gilkeson advised that there was a total of 40 employees in the Highway Department, including engineers and administration. We presently have one gravel pit; however, the gravel is too far underground to be economical to use. Gravel is purchased at the lowest price available.

Mrs. Rose felt that the Commissioners were not remembering who their bosses are and that they are not managing the budget correctly. The budget is operating the same as it has for the past 30 years. She felt 12% for admin/management was too high. This was explained to her that it included all salaries too. That during the last layoff the last people hired were laid off. This resulted in the top paying people still being on the payroll and having to do all the work. Also, they pointed out that she just witnessed the County Agent's request for his 1989 budget; the auditor works in the same fashion. Mrs. Rose felt the budget is not allocated to serve the agriculture, industrial, business, and commercial needs. The Board discussed mandated legislative actions that the county has no control over. Sixty percent of the budget was for jails, judges salaries, courts, interpreters. These are areas that legislation controls and sets the figures. We have no choice but to follow. When questioned about not budgeting for these items the Board advised her that many of these come during the middle of the year after the legislation have met. They do not give advance notices of these expenditures.

Mrs. Rose asked why the constant overruns. She has been advised by the State Auditor that Franklin County is always in the six-digit overrun. The Board again explained about legislation mandates. The jail is a good example. We have the largest jail for a county of our size -- 102 beds. Our law system costs us more than other counties. The state told us we had to build this jail and maintain and operate it. DSHS was to pick up on the indigent inmates medical costs. They have cut this service out. This adds up especially if the inmate is on drug then we have to pay for his medical costs due to drug withdrawal. The Board explained the cost ($35 per day) of

prisoners for felons. When the City of Pasco brings in their prisoners, they only pay for either the first 72 hours or until the Prosecutor files charges. The remaining fees are paid by the County for a year. The state will pay after one year. Initiative 106 reduced our revenue base. Inflation is running rapid in compared to revenues. Another area that caused revenue to drop was the deletion of the sales tax in the middle of year. The Board again stated that they are working on it; however, there are many areas that cannot be reduced because of State mandates.

Mrs. Rose asked about the property boundary markers in the Deschane Subdivision. She felt it was the County's responsibility to replace these markers. The Board advised that it was not the County's responsibility. The Highway Department can only survey for road right of ways. Property boundaries are the owners responsibility.

Mrs. Rose felt that the budget was out-of-date. The Board advised that the Auditor is responsible for the make-up of the budget. She also felt that an expert was needed for management and allocation. The Board also advised here that the laws prevent a county government from operating the same as private organizations.

Mrs. Rose stressed that the people will not tolerate using County property for personal use. The Board advised that they do not use County property for their personal use.

Mrs. Rose questioned why the Board purchased a new telephone system for the jail. The Board asked where she heard this from as it was not true. What the Board did was sign a revised contract with U.S.West allowing the County to receive 10% from the revenues generated from the inmate phone system. We were receiving 6%. The inmate phone system is mandated. This system is set up so that calls are placed through trained operators who know that this can only be collect calls and the person being called must accept the call before it will be connected.

The Board advised that the Diversification Fund has approx. $200,000 that will only do something in this area, the remainder will be used for studies to get something

out here. The BFGC has set aside $1,500 for aid to people. One problem in this area is that every time something is set up the State changes personnel, which means you have to start all over again with new personnel.

Mrs. Rose questioned about the contracts. She was advised that the contracts were not opened ended and they do contained penalties for not finishing on time. However, we were not allowed to give bonuses for completing earlier.

Weed District was another assessment. However, the Road Department takes care of right-of-way. However, they usually do not spray in residential areas due to the large chance of liability from hedges, shrubs, lawns, etc.

The Board met with Robert Boothe, Planner. Mr. Boothe advised that he randomly has checked the census for the county. In some areas they were low and other areas were high. He would be contacting the Census Office to verify how they did the count.

The Board met with Gus Edwards with the Benton-Franklin Transit. Mr. Edwards requested the use of the Courthouse's parking lot for a park and ride during the Pasco Autumn Feast. The Board advised that the area behind Atomic Foods was also county parking. The Board approved this request.

The Board had a request from the Treasurer for an interfund loan from the Equipment Rental Fund in the amount of $200,000 for a period of thirty days at an interest rate of 7.5% effective August 31, 1988. Mr. Gilkeson had no problem with this request. Mr. Miller made a motion to approve this interfund loan. The Board unanimously approved Resolution No. 88-88, Interfund Loan from Equipment Rental Fund to the Current Expense Fund in the amount of$200,000 for a period of 30 days to be repaid September 30, 1988, at an interest rate of 7.50% , effective August 31, 1988 (Exhibit A).

A complaint was received on the Overton Road. The large farm trucks were using this residential road and creating a large dust problem. Mr. Miller would check the short plots and see what was promised and verify that it was a county road. They would

discuss this with the engineer.

The Board met with James McWhorter. Mr. McWhorter was in asking for money for a marble stone to hold a bronze plate for a veteran at Memorial Gardens. The Board advised that they could do nothing for him but suggest he approach the Soldiers & Sailors administrator. They might be able to do something for him.

The Board met with Terry Schoen, Washington State Examiner, Mary Lou Storkel, Franklin County Bookkeeper, and Neva Corkrum, Auditor. The Board asked Mr. Schoen about the use of the pop money to pay for postage due by the Assessor's office. Mr. Schoen advised that in cases why you are dealing with a Federal agencies they usually suggest a pre-paid account be arranged with the agency.

Mr. Schoen had advised Mrs. Corkrum that for approximately $7,500 the State would prepare her annual report. They would use the information prepared by the County, advise closing entries and any corrections/changes needed. They would not do the inputting of any information, just running the program to obtain the annual report. It was brought out that the 1987 annual report was not done. However, this is the first year for using the computer for the annual report and they are finding it is taken longer to set up the new files, inputting and verifying all the entries made, and verifying that the information was inputted correctly to obtain the desire results. Once this information is in correction the actually running of the annual report should not take that long. Mr. Schoen advised this would also benefit in the audits. They would be familiar with our system. He did state that the person doing the audit would not be doing the annual reports. Mrs. Corkrum and the State Examiner both felt that the computers between the Treasurer and Auditor could be interfaced to reduce the amount of work being duplicated.

Since this would be done next year on the 1988 annual report, the Board felt there was time to review the situation thoroughly, especially after the 1987 report was finalized, and still give them advance notice if the decision was made to follow this

route.

Mr. Boothe, Franklin County Planner, requested final approval on Walt LePage's short plat. Imposed conditions and requirements have been met. Mr. Miller moved to accept final approval; Mr. Mathews seconded. Mr. Whitemarsh was absent. The Board approval the final short plat approval as presented by Mr. Boothe (Exhibit B).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Tuesday, September 6, 1988, as Monday, September 5, 1988 was a holiday.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold V. Mathews
Chairman

Bruce A. Whitemarsh
Member

K. Miller
Member

Attest:
Dana McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-88

WHEREAS, Current Expense Fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the Equipment Rental Fund, and

WHEREAS, an interfund loan from the Equipment Rental Fund to the Current Expense Fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Franklin County Treasurer hereby make an interfund loan from the Equipment Rental Fund to the Current Expense Fund in the amount of $200,000.00 for a period of thirty (30) days, to be repaid September 30, 1988, at an interest rate of 7.50%, effective August 31, 1988.

Signed this, the 31st day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

(absent)
Member

Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: FINAL SHORT PLAT APPROVAL OF Walt LePage

WHEREAS, this Board did hold a public hearing on August 15, 1988 to consider the short plat of Walt LePage, and

WHEREAS, the Board of County Commissioners have reviewed the short plat and other agencies have made their recommendations concerning the short plat, and

WHEREAS, the Board of County Commissioners have determined the following:

1) The conditions imposed when the preliminary short plat was approved have been met,

2) The requirements of the State law and Short Plat Ordinance have been complied with,

3) The bond, if required, assures the County the successful operation of improvements for an appropriate period of time up to two (2) years after final approval, and

4) The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Walt LePage for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Walt LePage be approved and the Chairman so indicate by signing the final short plat.

DATED THIS 31st **DAY OF** August, **19** 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Ken Mills
Member

Attest:

Ron McLaughlin
Clerk of the Board

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 6, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. The Board had received a complaint from Gale Smith, Horseshoe Road, concerning the grading of this road. Mr. Gilkeson would review the history of this road and send a written response to Gale Smith.

Mr. Gilkeson advised they have hired Joel Lathim to fill the Engineering Tech position and they have re-advertise for the Supervisor position in the South District.

Mr. Gilkeson presented vouchers for signature as follows: County Road - $134,046.40 and PV&PW Equipment - $99,148.18.

Mr. Gilkeson requested a resolution for the initiating a County Road Project designated as CRP 461. This would complete the Burr Canyon Road from milepoint 0.91 to milepoint 2.36—curves will be brought up to 3R standards, grading, crushed surfacing, BST and other related work. Mr. Miller moved to adopting a resolution for the completion of Burr Canyon Road from milepoint 0.91 to milepoint 2.36; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution 88-89, Officially adopted Project CRP 461 to the annual road program in accordance with R.C.W. 36.81.130 (Exhibit A). The money from this project would be approximately $93,000 federally funded and the remainder RAP. Mr. Mathews signed the Federal Aid Prospectus for this project.

The Board discussed the Overton Road situation with Mr. Gilkeson. Presently there is no clear cut solution to this problem. This subdivision was advised the roads would have to be brought up to county standards before the County would take them over. They were never brought up to standard. Mr. Gilkeson would prepare a written response to Mr. Lentz concerning the problems with this road.

Mr. Gilkeson advised that he has talked with a resident on Road 80 south of Argent. They don't want gravel but wanted the County to put dust oil down. The

County's past practice is not to dust oil roads. They would be graveled as scheduled.

A discussion was held on the fact that Franklin County departments were billing each other for services rendered. Due to the fact that all departments are working for the residents of the county, it would behoove us all to work together. Mr. Mathews begin preliminary work on the possibility of not charging internal departments for services under $50.00.

The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe advised he had talked with the census people and found they did check out areas and found that one address might be a four-plex house. This was one problem causing the difference in our counts. The population figures could not be challenged. They should us down 2,200. They were also showing 2,048 empty buildings throughout Franklin County.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	- Warrant Numbers 25428-25717, Both Inclusive	-	$254,358.87
COUNTY ROAD	- Warrant Numbers 7820-7964, Both Inclusive	-	251,798.14
EQUIPMENT RENTAL	- Warrant Numbers 4768-4831, Both Inclusive	-	16,676.78
PATHS & TRAILS	- Warrant Number 1	-	1,313.30
LAW LIBRARY	- Warrant Number 245	-	247.50
SHERIFF's NARCOT	- Warrant Number 76-78, Both Inclusive	-	107.99
JAIL COMMISSARY	- Warrant Number 214	-	796.59
SOLDIERS/SAILORS	- Warrant Numbers 226-268, Both Inclusive	-	1,178.38
PA CRIME VICTIMS/	- None		
K-9 SHERIFFS/MISC	- None		
TRT (SWAT)	- Warrant Number 8	-	655.04
CAPITAL OUTLAY	- Warrant Number 73	-	2,000.00
ALCOHOLISM 2%	- Warrant Number 10	-	54.29

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 6, 1988

MENTAL HEALTH	- Warrant Number 14	-	310.46
PUBLIC HOSPITAL	- Warrant Numbers 2006-2049, Both Inclusive	-	6,682.28
CENTENNIAL LICENSE PLATES	- None		
CEMETERY #1	- None		
CEMETERY #2	- Warrant Numbers 207-211, Both Inclusive	-	5,490.14

There being no further business the Franklin County Board of Commissioners meeting was adjourned until September 7, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

RESOLUTION NO. 88-89

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

In the matter of initiating a County Road Project designated as CRP 461,

IT IS HEREBY RESOLVED THAT the Burr Canyon Road, State Road Log No. 01400, from Milepoint 0.91 to Milepoint 2.36 be improved as follows:

This project would complete the paving of Burr Canyon Road. Curves would be brought up to 3R standards. This project would include grading, crushed surfacing, BST, and other related work.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the County Engineer's estimate is hereby made in the amounts and for the purposes shown:

PURPOSE	AMOUNT OF APPROPRIATION	
Engineering	25,000	
Right-of-Way Acquisition	15,000	
TOTAL (Not subject to 36.77.060)		40,000
Construction	460,000	
TOTAL		500,000

This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

IT IS FURTHER RESOLVED that:

The construction is to be accomplished by contract in accordance with RCW 36.77.020 et.seq.

ADOPTED this 6th day of September, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

ATTEST:

Debbie Laughlin

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 7, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews attending a Bureau of Land Management meeting in Spokane, Washington.

The Board met with Nancy Caldwell, Human Services Director. Ms. Caldwell presented amendments to the following contracts:

Number 1440-62114(1) - between Counties and Bureau of Alcohol and Substance Abuse: award $26,253 to the amount of the award, extend period of agreement from July 1, 1988 through June 30, 1989, revise the contract budget and statement of work, effective July 1, 1988.

Number 2200-60642(8) - between Counties and Division of Mental Health: changing the daily bed rate for the transitional program to $32.78 and increases the monthly rate for semi-independent living to $120.19; period of performance July 1, 1987 through June 30, 1989; total obligation remains the same at a total amount not to exceed $2,276,495; effective September 1, 1988.

Number 2200-60642(7) - between Counties and the Division of Mental Health: revised Special Terms and Conditions, Work Statement, Budget, CHAP Statement of Work and Children's Inpatient Statement of Work sections of the contract, period of performance is July 1, 1987 through June 30, 1989; total obligation of the contract remains the same.

Ms. Caldwell presented a request rescinding the appointments of Steve H. Johansen, M.S. and James R. Jones, M.S. as County-Designated Mental Health Professionals as both are no longer on the staff of Mid-Columbia Mental Health Center. The Board agreed with this request and signed her request as confirmation (Exhibit A).

Ms. Caldwell presented a request for a joint resolution to transfer funds by issue of voucher from Mental Health/Mental Retardation Pooling Fund #108-101. The transfer would be for the purpose of accommodating administrative costs in Mental Health

and Developmental Disabilities, and reimbursing for program expenditure costs in Developmental Disabilities for the period of April 1, 1988 through June 30, 1988. Mr. Miller made a motion to adopt a resolution for this transfer. The Board adopted Resolution No. 88-90, Transfer by issue of voucher $5,932.14 from the Benton County Mental Health/Mental Retardation Pooling Fund, Fund No. 108-101 as follows: $1,875.45 to the Benton County Mental Health Fund No. 123-101 and $4,056.69 to the Benton County Developmental Disabilities Fund No. 122-101 (Exhibit B).

10:00 a.m. Mr. Whitemarsh convened the public hearing on the bid opening for the CRP 457 and 459, Mountain Vista Road Project. Present Mr. Miller; Mr. Whitemarsh; Mr. Gilkeson; Mr. Fife; and Louis Leita, S&G, Yakima, WA; John Ashley, Steelman & Duff, Inc.; Steven L. Woodward, West Wood Corp.; Raeline Cuillier, Deschane Subdivision; Ray Main, North Central Construction; Tommer Construction; Jerry Reis, Dellinger Ent.; Wayne Clarkson, North Central Construction; Tom Dellinger, Dellinger Enterprise, Inc.; Sally Kinne, Deschane Subdivision; Dellinger, Dellinger Enterprise, Inc.. Seven bids were received:

Dellinger Enterprise, Kennewick - $554,869.15

North Central Construction, Moses Lake - $494,618.60

Tri-Angle Sand & Gravel, Yakima - $576,547.59

Tommer Construction, Ephrate - $499,184.19

Steelman Duff, Clarkston - $600,116.00

Sellar Construction, Wenatchee - $552,807.50

Westward Corp., Spokane - $497.998.45

The engineer's estimate was $515,,031.90. The bid will be awarded Monday, September 12, 1988 at 10:00 a.m.

A letter will be sent to Jack Alderson, Pasco/Kahlotus Highway. His permit will be pulled as he did not meet county standards.

The Board again responded to Mrs. Cuillier and Mrs. Kinne questions concerning

their subdivision. They were advised that the gravel road would be done when the weather is right; however, if they want it oiled they would have to form a CRID. A tentative date for their gravel, if weather permits, is the last week of September.

Mrs. Kinne asked if they were aware the barricade on Juniper Road is being moved by the farmers. The Commissioners said no, but they were not surprised. When asked about the Road Deputy, they were advised that the deputy has in four months processed $30,000 worth of tickets with 70-80% being retained after court.

The Board did not meet with the Franklin County Planner.

Kay Kendrickson met with the Board. She wanted to let them know that the planning session for the county was set for October 11 and 12. She would compose a letter to all Elected Officials and department heads advising them of these dates. She wanted it to be understood by all officials that there would be no specific production information at the meeting.

The Board reviewed and approved Current Expense Warrant 25718 in the amount of $3,000.00

There being no further business the Franklin County Board of Commissioners meeting was adjourned until September 12, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Mathews
Chairman

Bruce D. Whitemarsh
Member

Member

Attest:
Clerk of the Board

BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES

2624 WEST KENNEWICK AVENUE / KENNEWICK, WASHINGTON 99336 - 3123 / TELEPHONE (509) 783-5282 / SCAN 526-2001

NANCY CALDWELL
Director

August 17, 1988

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

Franklin County Commissioners
1016 North Fourth
Pasco, Washington 99301

Dear Boards of Commissioners:

In the matter of rescinding the appointments of Steve H. Johansen, M.S. and James R. Jones, M.S., as County-Designated Mental Health Professionals effective immediately:

Mr. Johansen and Mr. Jones no longer function in the capacity of County-Designated Mental Health Professionals since they are no longer on the staff of Mid-Columbia Mental Health Center. Therefore, I recommend to the Boards of Commissioners that formal designation be rescinded.

Your signatures below confirm this action, and a list of current County-Designated Mental Professionals is attached for your reference.

Sincerely,

Nancy Caldwell

Nancy Caldwell
Director

BENTON COUNTY COMMISSIONERS

Dated this ____ day of _____, 1988

_____
Chairman

_____
Member

_____
Member

FRANKLIN COUNTY COMMISSIONERS

Dated this 9 day of 7, 1988

_____
Chairman

Bruce M Whitemarsh
Member

Ken Mills
Member

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 270

FRANKLIN COUNTY RESOLUTION NO. 88-90

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF $5,932.14 FROM THE MENTAL HEALTH/ MENTAL RETARDATION POOLING FUND #108-101 AND DEPOSITING $1,875.45 TO THE MENTAL HEALTH POOLING FUND, #123-101, AND $4,056.69 TO THE DEVELOPMENTAL DISABILITIES FUND, #122-101

WHEREAS, Nancy Caldwell, Director of Human Services, has requested a transfer of funds from the Mental Health/Mental Retardation Pooling Fund in an amount equalling $5,932.14, with $1,875.45 of this amount to be deposited to the Mental Health Pooling Fund, and the remaining $4,056.69 to be deposited to the Developmental Disabilities Fund, and

WHEREAS, the Boards of Benton and Franklin County Commissioners have approved of said transfer for the purpose of accommodating administrative costs in Mental Health and Developmental Disabilities, and reimbursing for program expenditure costs in Developmental Disabilities for the period period of April 1, 1988 through June 30, 1988 (2nd Quarter), and, further, approved of the allocation of these funds by code in the Mental Health Pooling Fund and the Developmental Disabilities Pooling Fund budgets, NOW, THEREFORE,

BE IT RESOLVED that the Department of Human Services transfer by issue of voucher $5,932.14 from the Benton County Mental Health/Mental Retardation Pooling Fund, Fund No. 108-101 as follows: $1,875.45 to the Benton County Mental Health Fund No. 123-101 and $4,056.69 to the Benton County Developmental Disabilities Fund No. 122-101.

DATED this 7th day of September, 1988, in Prosser, Washington.

R.E. Isaacson
Chairman

Attest: Glennette Evans
Clerk of the Board

Robert J. Brusic
Member

Ray Low
Member

DATED this 7 day of September, 1988, in Pasco, Washington.

Chairman

Attest: Karen Lundblad
Clerk of the Board

Bruce A. Whitemarsh
Member

Ken Miller
Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 12, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board discussed the need for a levy. It was decided that the levy is definitely needed to help offset deficit and felt that the people should be placed before the people. Approximately $400,000 would be needed to help the deficit; 40 cents on $1,000 valuation. It would also give us time to see what the legislation is going to do to help out the counties in the coming year. Mr. Miller made the motion to approve a levy; Mr. Whitemarsh seconded. The Board unanimously approved placing the levy on this year's ballot.

The Board met with Don Carter, Franklin County Fire Marshall. With the resignation of Frank Moulton, Building Superintendent, there would be a need to fill his position. However, the Board felt that they would like to change this position. Steve Small will continue his training as Building Inspector and appoint a supervisor for the maintenance and janitorial areas. This position would handle the administration of the department (scheduling of jobs, purchasing, time cards) and follow-up to see that jobs were completed. The salary for this position would be $200/month. This position was offered to Mr. Carter. Mr. Carter felt he could handle the additional responsibility and accepted these duties. Mr. Carter's new position would be Fire Marshall/Building Supervisor. It was stressed this would be a temporary arrangement until the end of the year and at that time it will be reviewed to see if it should be continued or changed.

The Vouchers audited and certified by the Auditing Office as required by R.W.C.42.24.080 and these expense reimbursement claim certified as required by R.C.W.42.24.090 have been made available to the Board: Benton-Franklin Fair Warrants 53-98, $84,358.84; Benton-Franklin County Fairground Warrants 138-155, $6,546.80; Soldiers & Sailors Warrants 269-270, $2044.99; Centennial License Plates Warrant 28,

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 12, 1988

$4,085.66; Law Library Warrants 246-249, $9,781.36; Current Expense Warrants 25719-25859, $153,234.31; Current Expense Warrant 25890, $761.90.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. A brief discussion was held concerning weeds: Frank LaRosee, Lions Association complaint concerning weeds in the Basin City area; Riverview area is also bad on weeds; Adams Tractor would be advised if they can't get the new mower to us to cancel the order as we cannot wait any longer. Mr. Gilkeson also presented a copy of the letter mailed to Gale Smith concerning the blading on Horseshoe Road (Exhibit A).

Mr. Gilkeson presented the new three-year labor agreement for the Board's approval. This agreement has been in negotiation for 24 months. The changes have been discussed in the past: language changes and merit step increases. The Board signed the contract. A copy will be given to the Board after additional copies are run off.

Mr. Gilkeson presented a notice of intention to sell for publication. This would be for considering the advisability of declaring surplus and putting up for sale specific County equipment and property. The Board reviewed the list of equipment and signed the notice of intention to sell (Exhibit B). A public hearing considering the advisability of declaring same equipment surplus will be held September 26, 1988 at 10:00 a.m. in the Commissioners office.

The engineer recommended awarding the Mountain Vista Road CRP 457 and 459 to the low bidder, North Central Construction, Inc., of Moses Lake, Washington. Mr. Miller moved to accept the engineer's recommendation; Mr. Whitemarsh seconded. The Board unanimously approved the awarding of the bid to North Central Construction, Inc. (Exhibit C).

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. He has just received the additional information needed for the grant application from the industries in Basin City. He will proceed with the grant application.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 12, 1988

The Board met with Bev Green, Benton-Franklin Centennial Committee, and Valoria Loveland and Maria Schultz from the Treasurer's office. Concerns over the filing of sales tax information were discussed and settled to everyone's satisfaction.

Mr. Harold Cox stopped in the office. He wanted to let the Commissioners know he would be opposed to a levy in Franklin County.

1:31 p.m. Mr. Mathews convened the hearing for the opening of the bids for the renovation of the Benton-Franklin District health building in Pasco, Washington. Two bids were received (all alternates were additional costs):

Romm Construction - base bid $80,505.00; Alternate 1 $1,340.00; Alternate 2 $718.00; Alternate 3 $480.00; Alternate 4 $1,425.00; Alternate 5 $375.00; Alternate 6 $1,057.00; Alternate 7 $1,501.00

Hughes Seller - base bid $99,704.00; Alternate 1 $950.00; Alternate 2 $1,500.00; Alternate 3 $700.00; Alternate 4 $2,000.00; Alternate 5 $250.00; Alternate 6 $2,200.00; Alternate 7 $1,400.00.

A listing of alternate items is attached as Exhibit D. The architect's estimate was $90,000.00. Due to the time frame, Mr. Jacobs will review the bids received and make his recommendation to the Board this afternoon--4:30 p.m. The meeting was closed.

Mr. Jacobs advised that more asbestos was found in the building than anticipated. This will increase the contract with Air Quality Systems

4:30 p.m. Present Bruce Whitemarsh and Ken Miller. Mr. Mathews was absent. Mr. Jacobs advised the Board he has reviewed both bids received and recommends awarding the contract to Romm Construction, the lowest bidder. Mr. Miller moved to accept the recommendation of Mr. Jacobs. Mr. Whitemarsh concurred. The Board approved the awarding of the contract to Romm Construction.

The minutes from the Commissioners proceedings for August 8, 9, 10, 15, 17, 22, 24, 29, and 30 were given to the Board for their review and signatures.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 12, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until September 19, 1988. There will be no meeting Wednesday, September 14, 1988 since there had been an emergency drill planned for that day and the news media were informed that we would not be meeting.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Ken Mills
Member

Attest:
D D McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

September 9, 1988
BG-88-96

Gale Smith
1951 Horseshoe Road
Connell, WA 99326

Dear Mrs. Smith:

Recently you contacted the County Commissioners about the maintenance blading on Horseshoe Road. You were concerned that the County had not been blading the road. A check of our records show that the road was graded on March 31, May 5, and June 15 of this year. The area Road Supervisor said that the road will be bladed soon, probably this week. During July and August, the County transferred the area maintenance grader operator to the seal coat crew. This project required a large crew to perform the work. The County cannot afford to hire a large temporary crew to do the work so we will transfer the grader operators to the seal coat program during the summer.

If you have any questions or requests, please contact me or the Road Superintendent, Merle George.

Sincerely,

Bruce A. Gilkeson, P.E.
Franklin County Engineer

BAG/ler

FRANKLIN COUNTY
NOTICE OF INTENTION TO SELL

NOTICE IS HEREBY GIVEN, that a hearing will be held on September 26, 1988, at 10:00 a.m., in the Commissioner's Meeting Room of the Franklin County Courthouse, Pasco, Washington, for the purpose of considering the advisability of declaring surplus and putting up for public sale the following described equipment and property owned by Franklin County.

DESCRIPTION

Motor Vehicle and Public Works Equipment Fund

1 pallet	Snap-On Engine Scope Sun Distributor Tester Hobart Welder Serial #Mc136
1 pallet	Small Engines (parts only) International Steering Gear Crank Shaft Misc. Brake Lining Misc. Lights
1 pallet	International Truck Parts Truck Roller Grease Gun
1 pallet	Parts: Truck Springs Muffler
1 pallet	Parts: Air Conditioner Electric Motor Paint Pot Springs
1 pallet	School Lockers
1 pallet	Truck Side Racks
1 pallet	Parts: Dodge Header and Tail Pipes Blade (Cat) Tire and Wheel (old)
1 pallet	Tulsa Winch 3000 lb Truck Winch complete with Mounting Frame, Points, and Control Rods. Serial #333069 Make & Model #60744
1 pallet	Ford Tractor Roll Bar Assembly, complete with Fenders
1	500 Gallon Fuel Tank

1	1500 Gallon Weed Spray Tank
1	1200 Gallon Weed Spray Tank
1	1000 Gallon Water Tank
1	WE195 - 1965 Kolman Athey Screening Plant, Serial #65-464-45-24
1	CR2 - 1977 Chevy Malibu
1	CR15 - 1978 Ford LTD
1	CR16 - 1980 Ford Fairmont
1	CR14 - 1980 Ford Fairmont
1	CR11 - 1980 Ford Fairmont
1	GT17 - 1976 Ford 1-Ton
1	GT64 - 1962 Dodge 5-CY Dump
1	1957 Chevy Special, 6 cylinder
1	SV154 - 1972 Etnyre Chip Spreader, Serial #K-S-684
1	TR176 - Office Trailer, Wood Construction
1	Bomford Fail Mower Attachment
2	Steel-wheeled Carts

<u>Current Expense Fund</u>

1	Sweeper Broom, Serial #26108
1	John Deere Riding Mower with Mower Deck
1	4 X 6 Trailer
1	Miscellaneous Household Items (doors, electrical, heaters, etc.)
3	Olympia Typewriters, #454200-103, #454-207-04, #53552-08
1	Gates Teletype Machine, Burroughs L5000
1	X-Ray Machine
1	Chore Master Tiller, 1969, Serial #1752, needs new motor (125. new) (Facilities)

1	Wheelhorse Tractor, 1971, 12 HP, 42" Mower Deck, Runs
1	Wheelhorse Blade, 1971, 4'
1	Multikleen, Wet Carpet Vac, pre-1970
1	TruTemper Snow Blower, electric, Model #51615, Serial #6971, works
2	Grundig Stenorette Executmates, with one power pack
5	Stenorette Dictators, #74229, #98512, #109879, #98525, #99619
3	Stenorette Transcribers, #98533, #46367, #107935 (needs repair)
32	Mini dictating tapes
2	1984 Ford LTD's
1	1980 Chevy Impala
1	1973 Ford Mustang

Any tax payer in person or by counsel may submit evidence for and against this action at this hearing.

Signed this 12th day of September, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

Attest:

Clerk of the Board

Publish: September 15, 1988 and September 22, 1988

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

September 12, 1988
BG-88-97

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Mountain Vista Road
CRP 457 & 459

We recommend that the Mountain Vista Road contract be awarded to North Central Construction, Inc., of Moses Lake, Washington. Their bid of $494,618.60 was the lowest bid received and was 4% lower than the Engineer's estimate.

RECOMMENDED: Bruce A. Gilkeson
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: Board of County Commissioners
Franklin County, Washington

Harold N. Mathews
Harold N. Mathews, Chairman

Ken Miller
Ken Miller, Member

Bruce D. Whitemarsh
Bruce D. Whitemarsh, Member

BAG/ler

EXHIBIT C

BID TABULATION

MOUNTAIN VISTA
CRP 457 & 459
BID OPENING DATE: September 7, 1988, 10:00 a.m.

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	ENGINEER'S ESTIMATE		NORTH CENTRAL CONSTR.		WEST WOOD CORPORATION	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	per L.S.	L.S.	Mobilization	25,000.00	25,000.00	25,000.00	25,000.00	49,000.00	49,000.00
2	per L.F.	3,005	Relocate Wire Fence	1.00	3,005.00	1.00	3,005.00	1.00	3,005.00
3	per L.S.	L.S.	Clearing and Grubbing	1,000.00	1,000.00	2,500.00	2,500.00	7,500.00	7,500.00
4	per C.Y.	109,300	Roadway Excavation - Including Haul	1.50	163,950.00	1.00	109,300.00	1.40	153,020.00
5	per C.Y.	80,498	Embankment Compaction	0.10	8,049.80	0.35	28,174.30	0.20	16,099.60
6	per Ton	5,381	Gravel Base for Embankment	4.00	21,524.00	5.00	26,905.00	4.50	24,214.50
7	per L.F.	65	Plain Steel Culvert Pipe 0.064" thick 6" diameter	12.50	812.50	10.00	650.00	7.00	455.00
8	per L.F.	1,080	Plain Steel Culvert Pipe 0.064" thick 12" diameter	12.50	13,500.00	10.00	10,800.00	9.00	9,720.00
9	per L.F.	170	Plain Steel Culvert Pipe 0.064" thick 18" diameter	16.50	2,805.00	15.00	2,550.00	15.00	2,550.00
10	per L.F.	190	Plain Steel Culvert Pipe 0.064" thick 30" diameter	24.50	4,655.00	30.00	5,700.00	24.00	4,560.00
11	per L.F.	50	Plain Steel Culvert Pipe 0.109" thick 48" diameter	43.50	2,175.00	65.00	3,250.00	40.00	2,000.00
12	per C.Y.	52	Gravel Backfill - Pipe Bedding	13.80	717.60	20.00	1,040.00	20.00	1,040.00
13	per C.Y.	505	Structure Excavation Class B - Including Haul	6.50	3,282.50	10.00	5,050.00	5.00	2,525.00
14	per L.F.	75	Special Underdrain Section	25.00	1,875.00	25.00	1,875.00	20.00	1,500.00
15	per C.Y.	490	Unsuitable Foundation Excavation - Including Haul	6.50	3,185.00	4.00	1,960.00	1.50	735.00
16	per Ton	748	Gravel Base for Special Drainage Section	4.00	2,992.00	5.30	3,964.40	4.50	3,366.00

EXHIBIT C

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
17	per Ton	12,898	Crushed Surfacing Base Course	7.50	96,735.00	5.30	68,359.40	5.20	67,069.60
18	per Ton	3,355	Crushed Surfacing Top Course	7.50	25,162.50	5.30	17,781.50	5.35	17,949.25
19	per C.Y.	1,820	Ballast from Stockpile	3.00	5,460.00	5.00	9,100.00	3.00	5,460.00
20	per C.Y.	942	Special Crushed Surfacing Top Course from Stockpile	3.00	2,826.00	5.00	4,710.00	3.50	3,297.00
21	per L.F.	2,000	Beam Guardrail Type 1	10.00	20,000.00	10.00	20,000.00	9.85	19,700.00
22	per Each	4	Beam Guardrail Anchor Alternate Type 1	345.00	1,380.00	350.00	1,400.00	365.00	1,460.00
23	per L.S.	L.S.	Traffic Control	10,000.00	10,000.00	2,000.00	2,000.00	500.00	500.00
24	per Ton	4,500	1/2"-1/4" Crushed Screenings in Stockpile at Project Site	6.00	27,000.00	8.50	38,250.00	7.25	32,625.00
25	per Ton	2,750	Crushed Surfacing Top Course in Stockpile at Project Site	6.00	16,500.00	5.00	13,750.00	4.85	13,337.50
26	per Ton	10,000	1/2"-1/4" Crushed Screenings in Stockpile at Pit Site	4.00	40,000.00	7.50	75,000.00	4.75	47,500.00
27	per Ton	1,000	Crushed Surfacing Base Course	4.00	4,000.00	2.50	2,500.00	2.20	2,200.00
28	per Each	9	Monument Case Including Cover	150.00	1,350.00	100.00	900.00	10.00	90.00
29	per Acre	5.4	Seeding and Mulching	850.00	4,590.00	860.00	4,644.00	675.00	3,645.00
30	per L.F.	750	Relocate Private Utility Line	2.00	1,500.00	6.00	4,500.00	2.50	1,875.00
			TOTAL		515,031.90		494,618.60		497,998.45

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	TOMMER CONSTRUCTION UNIT PRICE	TOMMER CONSTRUCTION TOTAL AMOUNT	SELLAND CONSTRUCTION UNIT PRICE	SELLAND CONSTRUCTION TOTAL AMOUNT	DELLINGER ENT., INC. UNIT PRICE	DELLINGER ENT., INC. TOTAL AMOUNT
1	per L.S.	L.S.	Mobilization	36,500.00	36,500.00	55,000.00	55,000.00	29,500.00	29,500.00
2	per L.F.	3,005	Relocate Wire Fence	0.50	1,502.50	1.00	3,005.00	1.00	3,005.00
3	per L.S.	L.S.	Clearing and Grubbing	5,000.00	5,000.00	5,000.00	5,000.00	1,000.00	1,000.00
4	per C.Y.	109,300	Roadway Excavation - Including Haul	1.13	123,509.00	1.25	136,625.00	1.22	133,346.00
5	per C.Y.	80,498	Embankment Compaction	0.30	24,149.40	0.25	20,124.50	0.35	28,174.30
6	per Ton	5,381	Gravel Base for Embankment	4.90	26,366.90	3.00	16,143.00	6.00	32,286.00
7	per L.F.	65	Plain Steel Culvert Pipe 0.064" thick 6" diameter	8.00	520.00	8.00	520.00	4.65	302.25
8	per L.F.	1,080	Plain Steel Culvert Pipe 0.064" thick 12" diameter	10.00	10,800.00	12.00	12,960.00	6.40	6,912.00
9	per L.F.	170	Plain Steel Culvert Pipe 0.064" thick 18" diameter	15.00	2,550.00	18.00	3,060.00	9.54	1,621.80
10	per L.F.	190	Plain Steel Culvert Pipe 0.064" thick 30" diameter	24.00	4,560.00	35.00	6,650.00	15.79	3,000.10
11	per L.F.	50	Plain Steel Culvert Pipe 0.109" thick 48" diameter	30.00	1,500.00	65.00	3,250.00	42.50	2,125.00
12	per C.Y.	52	Gravel Backfill - Pipe Bedding	15.00	780.00	20.00	1,040.00	15.00	780.00
13	per C.Y.	505	Structure Excavation Class B - Including Haul	10.00	5,050.00	8.00	4,040.00	12.00	6,060.00
14	per L.F.	75	Special Underdrain Section	15.00	1,125.00	12.00	900.00	5.00	375.00
15	per C.Y.	490	Unsuitable Foundation Excavation - Including Haul	8.00	3,920.00	2.50	1,225.00	1.35	661.50
16	per Ton	748	Gravel Base for Special Drainage Section	4.90	3,665.20	3.50	2,618.00	6.90	5,161.20
17	per Ton	12,898	Crushed Surfacing Base Course	5.40	69,649.20	8.00	103,184.00	6.90	88,996.20
18	per Ton	3,355	Crushed Surfacing Top Course	5.75	19,291.25	8.00	26,840.00	7.90	26,504.50

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
19	per C.Y.	1,820	Ballast from Stockpile	3.75	6,825.00	4.00	7,280.00	8.40	15,288.00
20	per C.Y.	942	Special Crushed Surfacing Top Course from Stockpile	3.75	3,532.50	4.00	3,768.00	8.40	7,912.80
21	per L.F.	2,000	Beam Guardrail Type 1	10.00	20,000.00	11.50	23,000.00	10.99	21,980.00
22	per Each	4	Beam Guardrail Anchor Alternate Type 1	400.00	1,600.00	450.00	1,800.00	360.00	1,440.00
23	per L.S.	L.S.	Traffic Control	2,500.00	2,500.00	1,500.00	1,500.00	2,500.00	2,500.00
24	per Ton	4,500	1/2"-1/4" Crushed Screenings in Stockpile at Project Site	8.00	36,000.00	8.00	36,000.00	10.00	45,000.00
25	per Ton	2,750	Crushed Surfacing Top Course in Stockpile at Project Site	5.50	15,125.00	5.00	13,750.00	5.95	16,362.50
26	per Ton	10,000	1/2"-1/4" Crushed Screenings in Stockpile at Pit Site	6.00	60,000.00	5.00	50,000.00	6.35	63,500.00
27	per Ton	1,000	Crushed Surfacing Base Course	2.50	2,500.00	2.50	2,500.00	2.00	2,000.00
28	per Each	9	Monument Case Including Cover	200.00	1,800.00	125.00	1,125.00	85.00	765.00
29	per Acre	5.4	Seeding and Mulching	900.00	4,860.00	1,000.00	5,400.00	900.00	4,860.00
30	per L.F.	750	Relocate Private Utility Line	6.00	4,500.00	6.00	4,500.00	4.60	3,450.00
			TOTAL		499,680.95		552,807.50		554,869.15

EXHIBIT C

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	TRIANGLE SAND & GRAVEL UNIT PRICE	TRIANGLE SAND & GRAVEL TOTAL AMOUNT	STEELMAN-DUFF, INC. UNIT PRICE	STEELMAN-DUFF, INC. TOTAL AMOUNT
1	per L.S.	L.S.	Mobilization	35,500.00	35,500.00	35,950.00	35,950.00
2	per L.F.	3,005	Relocate Wire Fence	1.35	4,056.75	2.00	6,010.00
3	per L.S.	L.S.	Clearing and Grubbing	2,500.00	2,500.00	3,500.00	3,500.00
4	per C.Y.	109,300	Roadway Excavation - Including Haul	1.27	138,811.00	1.35	147,555.00
5	per C.Y.	80,498	Embankment Compaction	0.38	30,589.24	0.10	8,049.80
6	per Ton	5,381	Gravel Base for Embankment	6.90	37,128.90	6.00	32,286.00
7	per L.F.	65	Plain Steel Culvert Pipe 0.064" thick 6" diameter	10.00	650.00	10.00	650.00
8	per L.F.	1,080	Plain Steel Culvert Pipe 0.064" thick 12" diameter	12.50	13,500.00	12.00	12,960.00
9	per L.F.	170	Plain Steel Culvert Pipe 0.064" thick 18" diameter	18.00	3,060.00	15.00	2,550.00
10	per L.F.	190	Plain Steel Culvert Pipe 0.064" thick 30" diameter	35.00	6,650.00	40.00	7,600.00
11	per L.F.	50	Plain Steel Culvert Pipe 0.109" thick 48" diameter	58.00	2,900.00	75.00	3,750.00
12	per C.Y.	52	Gravel Backfill - Pipe Bedding	13.00	676.00	15.00	780.00
13	per C.Y.	505	Structure Excavation Class B - Including Haul	15.00	7,575.00	10.00	5,050.00
14	per L.F.	75	Special Underdrain Section	25.00	1,875.00	15.00	1,125.00
15	per C.Y.	490	Unsuitable Foundation Excavation - Including Haul	1.50	735.00	2.00	980.00
16	per Ton	748	Gravel Base for Special Drainage Section	6.90	5,161.20	6.00	4,488.00
17	per Ton	12,898	Crushed Surfacing Base Course	6.95	89,641.10	7.10	91,575.80
18	per Ton	3,355	Crushed Surfacing Top Course	7.50	25,162.50	7.30	24,491.50

ITEM NO.	UNIT	PLAN QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
19	per C.Y.	1,820	Ballast from Stockpile	5.70	10,374.00	5.00	9,100.00
20	per C.Y.	942	Special Crushed Surfacing Top Course from Stockpile	5.70	5,369.40	5.00	4,710.00
21	per L.F.	2,000	Beam Guardrail Type 1	10.00	20,000.00	9.85	19,700.00
22	per Each	4	Beam Guardrail Anchor Alternate Type 1	385.00	1,540.00	365.00	1,460.00
23	per L.S.	L.S.	Traffic Control	1,000.00	1,000.00	5,000.00	5,000.00
24	per Ton	4,500	1/2"-1/4" Crushed Screenings in Stockpile at Project Site	10.00	45,000.00	12.85	57,825.00
25	per Ton	2,750	Crushed Surfacing Top Course in Stockpile at Project Site	5.95	16,362.50	7.20	19,800.00
26	per Ton	10,000	1/2"-1/4" Crushed Screenings in Stockpile at Pit Site	6.25	62,500.00	7.85	78,500.00
27	per Ton	1,000	Crushed Surfacing Base Course	1.90	1,900.00	1.95	1,950.00
28	per Each	9	Monument Case Including Cover	75.00	675.00	100.00	900.00
29	per Acre	5.4	Seeding and Mulching	700.00	3,780.00	800.00	4,320.00
30	per L.F.	750	Relocate Private Utility Line	2.50	1,875.00	10.00	7,500.00
			TOTAL		576,547.59		600,116.10

EXHIBIT C

1.05 SCHEDULE OF ALTERNATES

A. **Alternate No. 1:** Provide new cabinetry in Room No. 101 (Examing Room).

Base Bid Item: No new cabinetry in Room No. 101.

Alternate Item: Provide new cabinetry and countertop in Room No. 101 as indicated on the drawings.

B. **Alternate No. 2:** Provide new countertops and sink in Room No. 125. (WIC Office).

Base Bid Item: No new countertops and sink in Room No. 125.

Alternate Item: Remove existing sinks, countertops, and back-splash finish in Room No. 125 and replace with new countertops and sink as indicated on the drawings. Refinish wall area where back-splash is removed. See Mechanical drawings for sink and plumbing.

C. **Alternate No. 3:** Replace wall between Room Nos. 126 (WIC Office) and 124 (Nurse's Office).

Base Bid Item: No replacement of wall between Room Nos. 126 and 124.

Alternate Item: Remove and replace existing wood paneled wall between Room Nos. 126 and 124 with a GWB finished wall taped, textured and painted. Reframe wall plumb and straight.

D. **Alternate No. 4:** Provide new canopy at Door No. 15 as shown on drawings.

Base Bid Item: No new canopy over rear entry (at Door No. 15).

Alternate Item: Provide new canopy structure on building exterior at Door No. 15 as specified.

E. **Alternate No. 5:** Remove wall between Room No. 114 and Room No. 118; provide new supports and finish as indicated on the drawings.

Base Bid Item: Do not remove wall between Room No. 114 and Room No. 118. Remove existing heater/radiator, patch holes and finish as specified for other walls to remain.

Alternate Item: Wall between Room No. 114 (Waiting Room) and Room No. 118 (Office & Records) shall be removed. Provide new supports and finish as indicated.

F. **Alternate No. 6:** Provide new water closet, lavatory and vanity top in Room No. 116 and new lavatory/vanity cabinet in Room No. 121 as indicated on the drawings.

Base Bid Item: No new water closet, lavatory and vanity top in Room No. 116 and no new lavatory/vanity cabinet in Room No. 121.

Alternate Item: Existing water closet and lavatory in Room No. 116 (Employee Lav) shall be replaced as indicated. Provide new lavatory/vanity cabinet (including plumbing) in Room No. 121 (Nurse's Office). See Mechanical drawings for water closet, lavatory and plumbing.

G. **Alternate No. 7:** Provide new mini-blinds at all windows except Men's Room (Room No. 112).

Base Bid Item: No new mini-blinds. Salvage existing blinds and reinstall as directed.

Alternate Item: Provide and install new mini-blinds as specified, salvage existing blinds and return to Owner for reuse. Provide new window blinds at all new exterior windows, including front entry doors and side lights (not at Men's Room). Mini-blinds shall be Delmar "Esprit" mini-blinds or approved equal. Color shall be as selected.

PART 2. PRODUCTS

Not Used.

PART 3. EXECUTION

Not Used.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 19, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:00 a.m. The Board met to discuss the proposed levy. Mr. Miller moved to abandon the attempt to pass a levy at this stage due to the negative ads in the newspapers, comments received from residents, and the possible political usage during the upcoming commissioners race. Mr. Whitemarsh seconded. The Board unanimously agreed to abandon the levy at this stage.

The minutes for the Commissioners proceedings for August 31 and September 6 were given to the Board for review and signatures.

The Board received through the mail a joint resolution adding a termination paragraph on the Benton-Franklin Counties District Fair 1988-92 resolution (Franklin County Resolution No. 88-35). This resolution was prepared by the Benton County Prosecutor and reviewed and amended by the Franklin County Prosecutor. Mr. Miller moved to adopt this amendment adding a termination clause to the original agreement. Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-91, Amendment to Joint Resolution to sponsor Benton-Franklin Counties District Fair 1988-92 (Exhibit A).

10:00 a.m. The Board met with Tim Fife, Assistant Engineer. Mr. Gilkeson was on vacation. A letter was received from Gail Cannon and Raelene Cuillier members of the Deschane Subdivision asking for copies of CRP's for 1974-1980 from Roads 52 through 58 and Roads 60 through 64, Road 68 and Franklin Road plus a copy of the "internal" budget. The Board advised Mr. Fife to have this matter available for their review and advise them of the cost to copy this information. The time frame would depend on personnel available to compile this information. They are welcome to come in and look at this information if they do not wish to pay for the copying.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 19, 1988

Mr. Fife presented the Board with the information he obtained showing that roads in the Park Knoll area were completed by the developer not the county.

A complaint had been received from Mrs. Mayberry--no blading. She was advised that it was scheduled October 9, 1988.

Mr. Fife gave the Board their copy of the Union contract (Exhibit B).

Vouchers presented for the Boards review and signature: County Road - $204,600.82 and MV&PW - $12,349.09.

Zona Lenhard met with the Board. There had been some questions raised on the amount of postage used for absentee ballots. A second ballot had to be mailed as the Pasco information was not mailed with the first mailing.

A contract was received from Benton County hiring Edwin Alden for indigent attorney in the Juvenile section. Mr. Alden has worked as an indigent attorney and met all the necessary qualifications. The Board unanimously approved this contract (Exhibit C).

The revenue and expenditure budget for the renovation of the Benton-Franklin Health District building in Pasco, Washington in the amount of $125,000.00 was given to the Board. After reviewing, Mr. Miller moved to adopt the budgets as presented; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution 88-92, Establishing of a General Obligation (G/O) Limited Bond Budget Benton-Franklin Health Fund - #300 (Exhibit D).

The Board signed a letter advising all elected officials and department heads that the planning session for the county would be held October 11 and 12 at Red Lion Motor Inn (Exhibit E). Copies would be sent to each official and department head.

11:05 a.m. The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe had also received a letter from Gail Cannon and Raelene Cuillier. Mr. Boothe advised the Board that he had already informed Mrs. Cuillier that there were no records

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 19, 1988

pertaining to subdivisions prior to 1961 and he had already provided them the minutes from the Planning Commission meetings. The Board asked Mr. Boothe to respond in writing to their request advising them of the situation.

Mr. Boothe advised he has received a letter from ERT of Colorado. They will be placing fiber-optic lines between Spokane-Yakima-Everett; however, from their maps it appears to be along the State's road right of ways. He would check with the engineer to see if it would cross any county roads and follow past practices.

1:30 p.m. The Board of Commissioners met with representatives from the Post Office. Present were representatives from the Auditor's, Treasurer's, Assessor's and Highway Department. We were interested in finding a way to reduce our postal costs. They recommended two methods for first class mail: 1st Class Presort - sorting by the five digit zip code which would reduce the postage by four cents. This would require an annual fee of $60 and a "slug" for the postage meter. The mail would have to be pre-sorted by the zip code and bundled by 10 or more items for the first five-digit sort; 2nd sort would be three-digit; the remainder would not get the discount but could count towards the total number of mailing needed--500. The second 1st class presort would be using the zip plus four. Again $60 annual fee, "slug" and 500 pieces. The discount would be 4-1/2 cents per letter. It would require the mail be readable by the optical carrier and all the mailings would have to have the nine digit zip code. They would supply the nine digit zip code the first time free of charge. It would require no presorting on the county's end. The main concern here was (1) if the optical carrier could read the carbon statements, (2) if the computer could handle the nine-digit zip code, (3) some envelopes/notices would have to be reprinted to meet the requirements of addressing envelopes for the optical carrier. The postal representatives were given samples to see if the optical carrier could read and the computer contact in Seattle who is familiar with running/changing the Treasurer's and Assessors programs.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 19, 1988

2:00 p.m. The Board participated in counting absentee ballots until 5:15 p.m.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 25718-26008, Both Inclusive	- $272,232.24
COUNTY ROAD	-	Warrant Numbers 7965-8098, Both Inclusive	- 369,554.67
EQUIPMENT RENTAL	-	Warrant Numbers 4832-4920, Both Inclusive	- 116,410.39
PATHS & TRAILS	-	None	
B-F HEALTH BLDG	-	Warrant Numbers 1-3, Both Inclusive	- 1,721.74
LAW LIBRARY	-	Warrant Numbers 246-253, Both Inclusive	- 10,275.62
SHERIFF'S NARCOT	-	Warrant Numbers 79-81, Both Inclusive	- 130.81
JAIL COMMISSARY	-	Warrant Numbers 215-217, Both Inclusive	- 911.97
SOLDIERS/SAILORS	-	Warrant Numbers 269-270, Both Inclusive	- 2,044.99
PA CRIME VICTIMS/	-	None	
K-9 SHERIFFS/MISC	-	Warrant Number 4	- 30.00
TRT (SWAT)	-	Warrant Number 9	- 376.99
CAPITAL OUTLAY	-	None	
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	Warrant Number 15	- 446.28
PUBLIC HOSPITAL	-	Warrant Numbers 2050-2102, Both Inclusive	- 7,028.57
CENTENNIAL			
LICENSE PLATES	-	Warrant Number 28	- 4,085.66
CEMETERY #1	-	Warrant Numbers 142-144, Both Inclusive	- 367.38
CEMETERY #2	-	Warrant Number 212	- 492.55

There being no further business the Franklin County Board of Commissioners meeting was adjourned until September 21, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 275

FRANKLIN COUNTY RESOLUTION NO. 88-91

AMENDMENT TO JOINT RESOLUTION TO SPONSOR BENTON-FRANKLIN COUNTIES DISTRICT FAIR 1988-92

IN THE MATTER OF A JOINT RESOLUTION TO SPONSOR THE BENTON-FRANKLIN COUNTIES DISTRICT FAIR IN 1988-92

RECITALS

1. March 1, 1988, the Boards of County Commissioners for Benton County and Franklin County, Washington executed a joint resolution to sponsor the Benton-Franklin District Fair in 1988-1992. Both Counties desire to amend the joint resolution to provide for a termination provision in addition to the terms already contained in that agreement.

NOW THEREFORE, BE IT RESOLVED that the Boards of County Commissioners of Benton and Franklin Counties:

Amend the joint resolution to sponsor Benton-Franklin Counties District Fair in 1988-1992 executed by the Boards of County Commissioners on March 1, 1988, to add the following section.

9. Termination

This agreement may be terminated by mutual agreement of the parties or for cause by one party upon sixty (60) days prior written notice in the event of violation by another party of any of the provisions of this agreement; Provided, the violating party shall be given sixty (60) days from such written notice of termination to correct such violation and if such correction is made within the sixty (60) day period, this agreement shall not be terminated. Such opportunity and period for correction shall not be available for a second or succeeding violations of the same provisions of this agreement. Any waiver of the terms of this paragraph or the violation of any other obligation under this agreement shall not constitute a waiver for any subsequent violation.

Funds provided for maintenance and operation of the fairgrounds and the fair will be distributed pursuant to this agreement only after all costs of the fairgrounds and fair have been paid for the entire year of operation of the year in which this agreement is terminate.

Dated this 12th day of September, 1988.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

R.E. Isaacson
Chairman

Robert J. Drake
Member

Ron Jones III
Member

Attest: Joan Hewitt
Clerk of the Board

Dated this 19th day of September, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

Attest: Lori McLaughlin
Clerk of the Board

JOINT RESOLUTION

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Funds provided for maintenance and operation of the fairgrounds and the fair

1987 - 1989

AGREEMENT

By and Between

FRANKLIN COUNTY, WASHINGTON

and

LOCAL 874, COUNCIL 2,

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Covering

FRANKLIN COUNTY HIGHWAY DEPARTMENT

ORIGINAL

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PREAMBLE

This Agreement is made in conformity with Washington State Statutory provisions, by and between the Board of County Commissioners of Franklin County, hereinafter referred to as the County, and Local #874, American Federation of State, County and Municipal Employees and the Washington State Council of County and City Employees, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

1.1 The Employer, Franklin County, agrees to recognize the Union as the exclusive bargaining representative for all full-time and regular part-time employees of the Highway Department and Equipment Rental and Revolving Fund Division, excluding the County Engineer, Assistant County Engineer, County Road Superintendent, Road Supervisor, Shop Supervisor, Accountant and County Engineer's Secretary.

1.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the President of Local 874 and the Representative of Washington State Council 2 and the Franklin County Board of Commissioners and the Chief Labor Negotiator and Labor Lawyer for the Board of County Commissioners.

1.3 Copies of correspondence and notifications when required by this Agreement will be provided to the President of Local 874 and the County Engineer.

ARTICLE II - DEFINITIONS

2.1 Regular Employee: An employee, hired on a full-time basis in a regular position, who has successfully completed a probationary period.

2.2 Regular Part-Time Employee: An employee, hired to fill a regular part-time position, who regularly works less than forty (40) hours per week, but not less than eighty (80) hours per month and has successfully completed a probationary period.

2.3 Probationary Period: All full and regular part-time employees shall serve a probationary period of six (6) months uninterrupted by any type of unapproved service break, during which time they will be termed probationary employees. The probationary period may be extended an additional period of time up to six (6) months by mutual agreement of the parties.

2.4 Probationary Employee: An employee, hired as regular part-time or regular full-time employee, who has completed less than six (6) months of uninterrupted service with Employer unless the probationary period is extended. Probationary ex-

tension does not affect benefit eligibility except as provided in this Section. Such employees shall be entitled to written notice specifying reasons for discipline or discharge, but shall not have recourse to the grievance procedure in regard to seniority, warnings, suspension, discharge or lay-off. During the probationary period, a new employee:

(a) will not be entitled to seniority or vacation;
(b) may be laid off or terminated for any reason;
(c) will be evaluated by supervisor during probation.

2.5 Temporary Employees: An employee hired for a specific period of time, not to exceed six (6) months. Temporary employees shall be paid on an hourly basis and shall be eligible for overtime pay. Temporary employees shall not receive sick leave, annual leave, holiday pay and/or medical insurance. Temporary employees shall have not have recourse nor access to the use of the grievance procedure with respect to seniority, warnings, suspension, discharge or layoff. Temporary employees shall not be utilized in a manner that results in reducing a full-time and regular part-time employee's regular hours of employment.

Temporary employees who have worked more than a continuous ninety (90) day work period in the same regular full-time position, and who are hired to fill that same regular full-time position within one (1) year of their termination as a temporary employee, shall have the temporary time in that position added to their length of service.

ARTICLE III - LABOR MANAGEMENT COMMITTEE

3.1 The purpose of the Agreement is to ensure collective bargaining between the parties in order to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its employees.

3.2 In order to accomplish these goals, a Labor Management Committee shall be established consisting of up to four (4) Union members chosen by the Union and up to four (4) Management members as chosen by the County.

3.3 The Labor/Management Committee shall schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by a party to this Agreement. Requests shall be in writing and contain the item(s) or topic(s) at issue.

3.4 Disposition of matters covered in the Labor/Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of the contract between the County and the Union but shall approach the matter(s) at issue with a problem-solving effort.

ARTICLE IV - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement shall be administered for the duration of this Agreement by the County as the County from time-to-time may determine. The County's prerogatives include, but are not limited to the following matters:

4.1 The right to establish any and all lawful work rules and procedures.

4.2 The right to schedule any and all work and overtime work, and any and all methods and processes by which said work is to be performed in a manner most advantageous to the County and consistent with the requirements of the public interest. The County shall have the right to contract out work which has been previously contracted out or work which the County Engineer determines cannot be performed by the Road Department because of insufficient expertise, equipment, manpower and/or experimental projects. The parties agree that there will be no displacement of current employees as a direct result of a subcontracting action.

4.3 The right to hire, transfer, layoff and promote employees as deemed necessary by the County.

4.4 The right to discipline an employee as provided in the disciplinary article of this Agreement.

4.5 The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.

4.6 The parties understand and agree that incidental duties connected with operations, not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by Management.

4.7 Management shall have the right to take whatever actions Management deems necessary to carry out County services in an emergency. Management shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Board of County Commissioners and the rights and obligations owed thereby to the citizenry.

ARTICLE V - EMPLOYEE RIGHTS

5.1 An employee shall have the right, upon request, to inspect his/her personnel file. No material referring to the employee's job competence or conduct shall be placed in the file without the employee's knowledge and the opportunity to attach his/her comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

5.2 With the exception of the initial discussion of a performance evaluation between employee and his/or immediate rating supervisor during any appeal of performance evaluation or disciplinary action, an employee may be accompanied by a representative of the employee's choice.

5.3 Work Rules: When existing work rules, policies or procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by their supervisor and the changed or new rule or procedure shall be posted on appropriate bulletin boards.

5.4 Any employee who feels aggrieved by the unfair discriminatory assertion or application of management rights may seek resolution through the grievance procedure.

ARTICLE VI - MEMBERSHIP

It is understood by the County and the Union that all employees covered by this Agreement, are or will become, members of the Union within thirty (30) working days from the date of employment. Any employee failing to do so shall be taken out of service after thirty (30) days.

ARTICLE VII - CONDITIONS AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing on the 1st day of January, 1987, and terminating on the 31st day of December, 1989. It is understood and agreed that all expenditures within this Agreement must first meet all requirements and procedures pursuant to State Statute, Federal Statute and State Examiner Procedures and Regulations.

ARTICLE VIII - 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 the law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

ARTICLE IX - TIME TABLE

The parties agree that a target schedule for conferences and negotiations to be carried on by the parties in 1989, with respect to extension of this Agreement beyond December 31, 1989, is as follows:

(a) Submission of Union recommendations to the County by August 1, 1989;

(b) Submission of County's response and proposals by September 1, 1989;

(c) Negotiations, if required, to begin by September 15, 1989;

(d) Negotiations, including mediation, if necessary, and if practicable, to be completed by December 30, 1989.

The parties may mutually agree to extend and/or accelerate the target schedule set forth hereinabove.

ARTICLE X - SUBORDINATE TO STATUTES

This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington.

ARTICLE XI - DISCIPLINE

11.1 Cause for Discipline. The County Engineer or his or her designee may discipline an employee for cause. The causes for discipline shall include, but are not limited to:

(a) Absence from work without authorized leave;
(b) Tardiness;
(c) Abuse of sick leave;
(d) Willful falsification of reports;
(e) Unauthorized use of equipment;
(f) Theft of County property;
(g) Willful damage to County property;
(h) Recklessness;
(i) Malfeasance, misfeasance or neglect of duty;

(j) Inefficiency or incompetency;
(k) Willful violation of published rules or regulations;
(l) Insubordination or gross misconduct;
(m) Conviction of a felony involving moral turpitude;
(n) Drinking of intoxicants or use of drugs while on duty;
(o) Arriving for work under the influence of intoxicants or drugs;
(p) Attempting to work when physically or mentally unfit to do so;
(q) Violation of the No Strike clause of this Agreement.

11.2 Forms of Discipline. Discipline of an employee may be in the form of:

(a) Oral reprimand;
(b) Written reprimand;
(c) Suspension without pay for a period not greater than ninety (90) days;
(d) Discharge.

The discipline imposed shall be in relationship to the seriousness of the offense. The Employer may impose progressive discipline in order of increasing severity from oral reprimand to discharge, but shall not be required to follow progressive discipline where the circumstances warrant immediate imposition of severe discipline.

11.3 Notification of Employee. The County Engineer or designee shall verbally advise an employee of the reasons or charges for discipline, and provide the employpee an opportunity to respond to the charges prior to the imposition of discipline, including suspension without pay or discharge of the employee. After this notification, should the County Engineer or designee determine that disciplinary action should be taken, such action may be taken immediately. The disciplinary action and the reasons or charges shall be set forth in writing to the employee. Failure to give timely notice as required in this Section shall extend the time limit for filing of a grievance, but shall not affect the validity or effectiveness of any otherwise valid disciplinary action against an employee.

11.4 Notification to Union. Copies of written reprimands, notices of suspension and notices of discharge shall be forwarded to the local Union President on the same day they are issued to the employee. Notices of discipline or grievances at Step 2 and above shall be forwarded to the Council 2 representative and the County labor representative.

11.5 Copies of action taken by the County Engineer or his designee shall be forwarded to the local Union President with the exception of oral reprimands. Notations of oral reprimands shall be permitted in the personnel file.

11.6 References to disciplinary actions in personnel file shall remain in the file in accordance with the following provisions:

(a) Written reprimand shall remain in the personnel file for a period of twenty-four (24) months; provided, however, if another written reprimand or suspension occurs within that twenty-four (24) month period, then and in that event, said written reprimand shall remain in the personnel file for another twenty-four (24) month period from the date of the last written reprimand or suspension. Written reprimands or suspension notices will identify if the new action will extend a prior written reprimand.

(b) If the disciplinary action is that of a suspension, then and in that event, the written references to the suspension shall remain in the personnel file for a period of twenty-four (24) months; provided, however, if another instance of suspension occurs within twenty-four (24) months from the date of the first suspension, then and in that event, said references to both suspensions shall remain in the personnel file indefinitely.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or County 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.

12.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

12.3 Through the procedure as set forth in this Article, a grievance may be presented by the affected employee or the County. A grievance brought by the County must be initiated at Step 2 of this Article.

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

12.5 The parties agree that time limitations provided 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 County Engineer or his designee and the employee or his/her representative may extend the time limits by mutual agreement in writing.

12.6 No grievances, other than grievances initiated by the County, shall be valid unless a grievance is submitted at Step 1 in accordance with the time frames provided in paragraph 12.7. If a grievance is not presented or appealed to the next step in accordance with the time frame in paragraph 12.7 the grievance shall be waived and forever lost. Time limits may be extended by mutual written agreement.

12.7 The grievance procedure shall be as follows:

Step 1: Within five (5) working days from the occurrence of a dispute, the aggrieved employee, and if the employee desires, a union steward, and supervisor shall meet in an attempt to resolve the grievance through informal discussions. An employee's failure to meet with his immediate supervisor within five (5) days from the date of the occurrence of a dispute shall be deemed to have waived the right to process the grievance any further. If a grievance is not resolved on an informal basis as set forth herein, the grievance shall be submitted in written form to the employee's immediate supervisor within ten (10) working days from the date of occurrence of the grievance. The immediate supervisor shall respond in writing within five (5) working days after receiving said written grievance form.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within seven (7) working days of the response in Step 1 above, the grievance, in written form, shall be presented to the County Engineer. Thereafter, the County Engineer shall respond in writing to the aggrieved employee within seven (7) working days after receipt of the grievance.

A grievance filed by the County against the Union must be initiated at Step 2, in written form to the Union Business Manager or Staff Representative, within five (5) working days after County Management knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Union Business Representative or Staff Representative shall respond in writing to the County within ten (10) working days after receipt of the grievance.

Step 3: If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance, in written form, shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee, Union Representatives and the Board and County Representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their findings in writing within ten (10) working days of the meeting referenced hereinabove.

Step 4:

(a) Final and Binding Arbitration. If the grievance has not been resolved at Step 3, the aggrieved employee or the County shall refer the dispute to final and binding arbitration.

(b) Notice - Time Limitation. The aggrieved employee or the County shall notify the other in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 3 response.

(c) Arbitrator - Selection. After timely notice, the parties shall establish who the arbitrator will be in the following manner:

(i) After timely notice, the parties shall select an impartial arbitrator within twenty (20) days, if possible, after the request is made to arbitrate.

(ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of seven (7) qualified persons who are willing to abide by the time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). Should the parties be unable to agree as to which agency to request a list from, the parties shall flip a coin to determine who will strike an agency name first, followed by the other party striking an agency name, thereby leaving one agency to supply a list. Upon receipt of seven (7) names, the parties shall flip a coin to determine who shall strike the first name, following which each will alternatively strike one of the names submitted until only one name remains. This person will serve as sole arbitrator subject to the following provisions.

(d) Decision - Time Limit.

(i) The arbitrator will hear the matter at the earliest possible date after his or her selection. 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 to determine whether there has been a violation of the terms of this Agreement by either the Employer 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, and 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 the hearing, 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 five (5) 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 or that said arbitration award was clearly erroneous or that said arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then and in that event, said award may be appealed to Superior Court. Said appeal shall be taken by either party within sixty (60) calendar days from the date of receipt of the written decision of the arbitrator.

(v) Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half the expense of the arbitrator.

ARTICLE XIII - NO STRIKE - NO LOCKOUT

13.1 The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective: Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow down or other interference with County functions by employees of the County, and should same occur, the Union agrees to take appropriate steps to end such interference immediately. County 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 he/she is engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the County Engineer.

13.2 The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE XIV - SENIORITY

14.1 Seniority means an employee's length of continuous service within the bargaining unit.

14.2 New employees shall be added to the seniority list six (6) consecutive months after their date of hire. All employees will be classified as regular employees upon completion of their probation period.

14.3 An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharge for just cause, and retirement. During a lay-off period, an employee will not accrue seniority; however, if recalled within one (1) year, he will not lose seniority accrued before layoff.

14.4 A bargaining unit seniority list shall be established and attached to this Agreement as Appendix "C".

ARTICLE XV - UNION ACTIVITIES

15.1 No Union member or officer shall conduct any Union business on County premises unless authorized by the County Engineer.

15.2 The County agrees to recognize a shop steward in Pasco, Main Office and Connell to represent the employees of the bargaining unit. The Union is to provide a list of all shop stewards and is to keep the list current.

15.3 The County will provide a bulletin board for Union use in the Pasco Shop, Connell Shop and the Engineer's Office. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union By-laws, notices of employee occasions and similar Union notices. All material shall be signed by an officer of the Union. The Union will limit the posting of any material on the County premises to its bulletin board. Management may request, and the Union shall remove, all materials that do not conform to this section.

15.4 The County agrees to allow one (1) duly authorized representative of the Union to have access to the County's premises for the purpose of adjusting grievances, provided that such representatives obtain advance permission from the

County Engineer, notifies the County Engineer of the reason for his presence and does not interfere with normal operations.

ARTICLE XVI - DUES DEDUCTION

16.1 The County agrees to deduct once each month Union dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Union after such deductions have been made.

16.2 The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of Union dues. The Union agrees to refund to the County any amount paid to it in error on account of the check-off provision upon proper evidence thereof.

ARTICLES XVII- LAYOFF AND RECALL

17.1 The County Engineer and/or the Board of County Commissioners shall be the sole determiner of when layoffs are necessary. The County may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department.

17.2 When it is necessary to reduce the work force, the County Engineer shall determine the number of employees by classification in which the reductions will take place. The Union will be notified of the number of employees and classifications designated for reduction as soon as the determination is made. When reducing the work force, the following procedure will be used giving equal consideration to the employee's qualifications, ability, experience and seniority:

(a) Summer Help;

(b) Temporary Employees;

(c) Probationary Employees except when said employees are in unique classifications as determined by the County Engineer;

(d) Employees in a Regular Position - Employees in a regular position may be laid off in accordance with the above-referenced elements providing the remaining employees have the necessary job skills, as determined by the County Engineer, to perform the work to be done. An employee who is laid off by reduction in the work force shall have the right to retreat to his last previously held job classification or a position in a lower classification for

which he/she is qualified as determined by the County Engineer, thereby "bumping" the other employee within that classification, provided said retreating employee is capable of performing the work as determined by the County Engineer. Provided further, the remaining employees and/or retreating employees have the necessary ability and qualifications to perform the work required by the County Engineer. A retreating employee shall maintain his/her seniority and be paid at the same step of the lower classification to which he/she is retreating. An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with ten (10) working days notice of their layoff status except in the event of an emergency as defined in Article XVIII and as determined by the County Engineer.

17.3 Employees laid off will be eligible for reinstatement for a period of one (1) year. No new employee shall be hired into the affected classification by the County until available, qualified employees placed on layoff from the affected classification have been offered reemployment to the affected classification in reverse order of layoff, provided the layoff period does not exceed one (1) year and that the employees keep the Employer advised of their current address. An offer of reemployment shall be in writing and sent by registered or certified mail to the employee with copies provided to the Union. The employee shall have been deemed to have received notice within three (3) days after the County mailed said notice. An employee so notified must indicate his/her acceptance of said reemployment within ten (10) days of receipt of notice and shall be back on the job within twenty (20) days of acceptance of said offer or forfeit all callback rights under this Article.

ARTICLE XVIII - EMERGENCY SITUATIONS

18.1 The County Engineer shall be the sole determiner of whether or not emergency situations exist. Emergency situation shall mean a sudden or unexpected happening or incident as defined in 18.2 as determined by the County Engineer.

18.2 If Management determines that emergency situations such as volcanos, nuclear danger, gas spill, epidemic or plague, snow, ice and/or flood conditions or any condition generally injurious to safety or health exist, and that said conditions are such that no scheduled work should be performed, then and in that event, the employee reporting to work will be entitled to two (2) hours pay. In the event that management is able to notify the employee or employees by telephone at least one (1) hour prior to the commencement of the shift, then and in that event, the employee shall not be entitled to any pay.

18.3 The County Engineer may require all or some employees to report and/or remain at duty stations in order to be prepared for trouble calls or in order to perform miscellaneous work or training. Employees will be offered or required to report and/or remain on duty stations depending on job classifications required, as

reasonably possible, in order of seniority.

ARTICLE XIX - TRANSFERS

19.1 The County Engineer shall have the right to transfer present employees from one duty station to another for the convenience and the benefit of the Employer and the citizens. Management shall be the sole determiner as to the necessity for such transfers.

19.2 The County Engineer shall post transfers in accordance with the provisions of Article XX. If the posting procedure set forth in Article XX for the purpose of transfers does not result in any employees bidding on the transference position, then and in that event, the County Engineer shall have the right to transfer the least senior qualified employee from one duty station to another at his discretion.

ARTICLE XX - JOB POSTING

20.1 The County Engineer shall be the sole determiner as to the need or necessity for filling any vacancy or new position.

20.2 If Management determines that a vacancy or new position should be filled, then, and in that event, said opening shall be posted for one work week at each duty station prior to the selection of any employee. The vacancy or new position shall be filled within thirty (30) days from the date the bid sheet is posted. The bid sheet shall remain posted until the County starts a procedure for hiring from the outside as determined by the County Engineer or his designee.

20.3 All regular employees covered by the Agreement may be eligible to apply for the available position provided Management has determined that it is going to fill said vacancy or new position.

20.4 The County Engineer shall have the right to select the individual for the available position. Present employees will be given preference provided said employees are qualified.

20.5 In the event of a question as to the qualifications of an employee applying for an available position, the County Engineer shall make the sole determination as to said employee's qualifications, taking into equal consideration ability, past performance, seniority, experience and competence. In the event the County Engineer determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.

20.6 In the event that any employee, who has been determined by the County Engineer to be qualified for the available position, does not elect to accept the avail-

able position, then, and in that event, the next qualified employee as determined by the County Engineer shall be eligible. In the event the seniority list becomes exhausted, the County Engineer has the right to consider employees with less than six (6) months service or hire a new employee for the available position.

20.7 In the event that an employee accepts an available position and fails to meet job standards within the trial service period of up to sixty (60) working days, he/she shall revert to their previously held position subject to prior approval by the County Engineer. The County Engineer shall be the sole determiner as to whether or not an employee fails to meet job standards within the previously referenced service period. The County Engineer may revert an employee at any time during the trial-service period if the County Engineer determines that said employee is not capable of meeting the job standards.

20.8 An employee who has refused a position shall not have the right to displace the holder of said position.

ARTICLE XXI - PROMOTIONS, ADVANCEMENT AND RECLASSIFICATION

21.1 The County Engineer shall be the sole determiner as to whether or not employees shall be eligible for promotion. In determining whether or not an employee is eligible for promotion the County Engineer shall take into account the employee's qualifications, ability, experience, competence, attitude and seniority. No posting, as indicated in Article XX, shall be necessary and/or required when the County Engineer determines that an employee is eligible for promotion.

21.2 New employees will normally start employment in Step 1 of their classification; however, the County Engineer may recognize previous training, education, or experience and start a new employee in Step 2.

21.3 At the completion of the probationary period in Step 1 of the new classification, the County Engineer will review the working record, attitude, ability, attendance, and qualifications of the new or promoted employee and, if found to be satisfactory by said County Engineer, said employee shall be advanced to Step 2 of the classification.

21.4 Advancement beyond Step 2 shall be in accordance with continuous service time in Steps 3, 4, and 5 as set forth in Appendix "A".

21.5 The County Engineer or his designee, after a review of an employee's job performance within his/her job classification, may determine whether or not an employee is qualified to work or continue to work in that classification. If the determination is made that the employee is to be demoted, then they shall be given training. If after training, the employee is still unqualified as determined by the County Engineer or his designee, said employee may be demoted to a classification for

which the employee is qualified as determined by the County Engineer or his designee; provided, however, said demotion may not result in greater than a demotion of two (2) classifications at the same step.

ARTICLE XXII - HOURS OF WORK - OVERTIME - REST PERIODS

22.1 The normal work hours are eight (8) or ten (10) hours with a one (1) hour lunch for employees in the Administration and Engineering Office, and with a one-half (1/2) hour lunch for all other employees. The normal work hours will be between 7:00 a.m. to 6:00 p.m. The County Engineer may adjust the working hours of the employees for the convenience of the employer and the public. Employees may request, and the County Engineer may consent to work hours starting before 7:00 a.m. or ending after 6:00 p.m.

22.2 The normal work week, as determined by Management, may consist of five (5) eight (8) hour days or four (4) ten (10) hour days or a combination thereof, Monday through Friday.

22.3 The County Engineer may reschedule employees to work a different working day and/or a different work week inclusive of Saturdays, due to unavoidable and/or unanticipatable circumstances as determined by the County Engineer, provided that said employees and Union President would be entitled to as much notice as practicable under the circumstances, but in no event less than two (2) working days notice. Rescheduled work weeks, work days, and work hours with such notice, will not constitute overtime unless it results in work in excess of forty (40) hours in any work week as adjusted.

22.4 Emergency Situations: The County Engineer may reschedule the work hours or work days for reasons of an emergency situation as defined in Subsection 18.2, provided at least one (1) hour's notice is given the employee prior to the emergency starting time. Rescheduled work hours with such notification will not consitute overtime, unless it results in work in excess of forty (40) hours in any week. Employees required to work outside the normal hours of work or on Saturday and Sunday, without rescheduling with proper notification, will be reimbursed for all such hours worked at one and one-half (1-1/2) times their base hourly rate.

22.5 Work in excess of forty (40) hours in any one (1) week or eight (8) hours or ten (10) hours in a work day, will constitute overtime and will be paid for at one and one-half (1-1/2) times the base hourly rate.

22.6 Normally, employees shall travel to and from the employee's regularly assigned work station to the employee's assigned job site, on the Employer's time in transportation furnished by the Employer.

22.7 All employees shall be granted one (1) fifteen (15) minute rest period during

each one-half (1/2) work shift. The rest periods shall be taken as near the middle of the one-half (1/2) shift as possible.

22.8 The County will attempt to distribute overtime reasonably consistent with consideration of the employees' qualifications, availability and location. A list of overtime worked by regular employees will be posted twice a year.

22.9 All regular employees who are called back to work after their normal work shift shall be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times their base hourly rate.

22.10 The Employer may implement a work week of four (4) ten (10) hour work days for regular road crew employees. If such a work week is implemented, it shall be between May 1st and October 1st and shall be for a minimum of eight (8) consecutive weeks; provided, however, the employer may terminate this 4-10 work week period at any time in the event of an emergency beyond the Employer's control, after meeting with Union officials. The Employer shall provide two (2) weeks notice before implementing the 4-10 work week and one (1) week's notice before terminating it.

ARTICLE XXIII- WAGES AND PAY PRACTICES

23.1 The wages to be paid to employees covered by this Agreement shall be set forth in the classification and wage schedule attached hereto and marked as Appendix "A."

23.2 Each employee shall be paid at his regular base hourly rate for all work done except as follows:

(a) Any regular employee who is capable of doing the work assigned to him in a higher classification shall receive the rate of pay of such classification that results in any increase, provided however that to qualify for this temporary upgrading the employee must be prequalified for the work and must assume the full duties and responsibilities of the higher classification as determined by the County Engineer and must work a minimum of two (2) hours a day in said higher classification.

(b) An employee shall be considered to be prequalified by having successfully completed a learning period, as established by the County Engineer, on equipment with similar functions in the higher classification in a manner satisfactory to the supervisor and the County Engineer. The employee's rate of pay during the learning period shall be at his regular base hourly rate.

23.3 Employees operating the asphalt distributor will be entitled to a clothing allowance of twenty-five dollars ($25.00) after forty (40) hours of operation.

23.4 Longevity : All employees covered by this Agreement shall be entitled to longevity pay, in addition to the regular rate of pay. When an employee becomes eligible (from his/her date of hire) for the applicable portion of longevity, that amount shall be in accordance with the following schedule:

After 5 years longevity	$5.00/month
After 10 years longevity	10.00/month
After 15 years longevity	15.00/month
After 20 years longevity	20.00/month
After 25 years longevity	25.00/month

Longevity shall be paid in equal installments in each paycheck.

ARTICLE XXIV - HOLIDAYS

24.1 The following legal paid holidays shall be recognized:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day Before or Day After Christmas
Floating Holiday

and any day proclaimed a legal holiday as a result of legislative action. Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

24.2 Selection: The parties shall establish during the collective bargaining process holidays to be taken by all employees in the Department on the basis of the day before or the day after Christmas. These two days shall be established by mutual agreement. For 1987, the day before Christmas, December 24, 1987, shall be observed as the holiday. For 1988, the day before Christmas, December 23, 1988, shall be observed as the holiday. For 1989, the day after Christmas, December 26, 1989, shall be observed as the holiday.

24.3 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, vacation or sick leave will not be charged for such holiday.

24.4 Any work performed on any of these holidays shall be paid for at the employee's regular rate of pay in addition to the holiday pay; provided, however, any work performed on the holidays of Independence Day, Thanksgiving day or

Christmas Day shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay in addition to the holiday pay. To be eligible for holiday pay, the employee must have completed thirty (30) calendar days of continuous service prior to and the regular work day after the paid holiday.

24.5 Eligible employees shall receive one (1) day's pay for each of the holidays listed in the Agreement on which they perform no work.

24.6 Employees will receive no pay if any employee has been assigned to work on a holiday listed and fails to report to work except for an excused absence.

24.7 Part-time employees shall be paid for the holiday in relation to the hours actually engaged on duty to the hours required for full-time service.

24.8 Whenever the County Engineer implements a 4-10 work week and a legal holiday falls on the weekday not normally worked, the preceding work day will be observed as the holiday.

24.9 However, for an employee to take his/her floating holiday, he/she must obtain approval from the County Engineer by way of advance scheduling.

ARTICLE XXV - VACATION/ANNUAL LEAVE

25.1 Vacation leave with full pay for regular employees shall accrue at a rate in accordance with the following schedule after each completed month of continuous service:

During the 1st and 2nd year of service - 12 days per year

During the 3rd year of service - 13 days per year

During the 4th and 5th year of service - 14 days per year

During the 6th through 10th year of service - 16 days per year

During the 11th through 15th year of service - 19 days per year

During the 16th through 20th year of service - 22 days per year

During the 21st and subsequent years of service - 23 days per year

25.2 An earned vacation/annual leave day shall consist of eight (8) hours. Annual leave may be accumulated to thirty (30) days. An employee will be credited with unused leave as earned monthly in excess of thirty (30) days throughout the calendar year, but as of January 1 of the succeeding year his leave account will be reduced

to thirty (30) days. Provided, at no time may an employee be compensated or cash out more than thirty (30) days of annual leave for purposes of retirement or termination of employment.

25.3 During the six (6) month probationary period no employee shall be allowed vacation leave, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he shall be credited with six (6) vacation leave days.

25.4 The County Engineer shall determine when vacation leave shall be taken by way of advanced scheduling insofar as practicable. In the event there is a conflict as to the scheduling of vacation time, then seniority shall be taken into consideration when scheduling is made. The minimum annual leave authorized shall be one (1) hour.

25.5 Regular part-time employees working on a regular schedule of not less than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

25.6 Upon voluntary resignation, with reasonable notice, but not less than two (2) weeks notice, or death, all unused accrued vacation leave, of a maximum of thirty (30) days, shall be paid to the employee or his estate. In the event of termination for cause, said employee shall receive no payment for any of his/her accrued vacation leave.

25.7 All regular employees shall be required to take one (1) week's vacation commencing on Monday and ending on Friday or Saturday, as applicable, to employees. Holidays shall be allowed as a deduction from vacation time [i.e. four (4) days plus one (1) holiday equals one (1) week].

ARTICLE XXVI - SICK LEAVE

26.1 Leave with full pay on account of illness or injury may be allowed all regular employees for any of the following reasons:

(a) Because of, and during illness or injury incapacitating the employee to perform his duties, or by having a scheduled appointment with a licensed person, pertaining to all matters of health, as governed by the State of Washington, or

(b) By reason of exposure to contagious disease during such period as his attendance on duty would jeopardize the health of fellow workers or the public, or

(c) Because of illness or death in the immediate family, requiring the at-

tendance of the employee. Leave for such reason shall be limited to three (3) days in any one (1) instance except that when extensive travel is required, leave of five (5) days shall be allowed.

26.2 For the purpose of subsection (c) above, "immediate family" shall include only persons related by blood or marriage or legal adoption in degree of consanguinity of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, but no aunt, uncle, cousin, niece or nephew unless living in the employee's household.

26.3 Sickness shall be reported at the beginning of any period of sick leave, to the immediate supervisor by the employee or a person designated to act for him. Upon return to work the employee shall submit a Request for Leave Form, explaining the nature of the sickness and requesting approval for the leave so taken together with a certification of illness from a licensed physician or other verification of illness satisfactory to the County Engineer. An employee found abusing sick leave privileges shall be penalized by receiving no pay or time allowed for the particular time taken.

26.4 Sick leave shall be cumulative to a total of one hundred twenty (120) working days at the rate of one (1) day of leave for each completed month of service and can be taken as needed.

26.5 During the six (6) month probationary period no employee shall be allowed sick leave, nor shall leave be accrued. However, upon satisfactory completion of the probationary period he shall be credited with six (6) sick leave days, or if the employee has taken leave without pay because of illness or injury, he will be paid for the leave time up to a maximum of six (6) days.

26.6 Upon voluntary resignation, with reasonable notice, but not less than two (2) weeks notice, or death, fifty percent (50%) of accrued sick leave shall be paid to the employee or his estate. In the event of termination for cause pursuant to Article XI, said employee shall receive no payment for any of his/her sick leave.

ARTICLE XXVII - ADJUSTMENT FOR WORKMEN'S COMPENSATION

27.1 For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workmen's Compensation in accordance with State Law.

27.2 If the employee has accumulated sick leave credit, the County shall pay the difference between his time loss compensation and his full regular salary unless the employee elects not to use his sick leave, provided that it is the responsibility of the County to make available a written explanation of such elective.

27.3 Should an employee receive Workmen's Compensation for time loss and he

also receives sick leave compensation, his sick leave accrual will be reduced by the total number of hours he was on sick leave minus the number of hours at his hourly rate for which he is paid from a Workmen's Compensation fund, to the nearest half (1/2) day.

27.4 Until eligibility for Workmen's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave, provided that the employee shall return any subsequent overpayment to the County.

27.5 Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

27.6 Nothing herein pertains to permanent disability award.

27.7 If an employee has no sick leave accumulated, the words annual leave may be substituted for sick leave above.

ARTICLE XXVIII - MILITARY LEAVE, JURY DUTY, LEAVE OF ABSENCE

28.1 Every employee who is a member of the Washington Guard or the regular armed services of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during each calendar year.

Such leave shall be granted in order that the person may take part in active military duty in such manner and at such time as he may be ordered to active duty. Such military leave of absence shall be in addition to any vacation or sick leave the employee might otherwise be entitled to, and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive his normal pay from the County.

28.2 Any employee who is called for jury duty shall receive from the County the difference between his regular pay and the compensation received for jury duty for the actual time he is required to be absent from work because of such jury duty. Any such absence shall not be counted as accumulated sick leave or vacation.

28.3 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 may be grounds for disciplinary action. Unless authorized, absence from duty for three consecutive days constitutes separation from service. The "Request for Leave" form shall be used in applying for any leave and notification of return to duty.

28.4 Upon written request of the employee, the Engineer may grant a regular em-

ployee a "Leave of Absence Without Pay," not to exceed six (6) months. Approval of such leave shall be in writing. No Annual or Sick Leave benefits or any other fringe benefits shall accrue while an employee is on leave without pay. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted. The Engineer may grant an extension of an approved leave of absence without pay for medical and educational purposes. Any employee on approved leave of absence may continue his medical and life insurance coverage, by paying the full cost to the County in advance for each month or portion thereof of which he is absent.

28.5 Business leave may be granted to any regular employee to conduct personal business which cannot be conducted within normal hours of business. This leave shall be requested in writing, giving the reasons for said leave with reasonable advance notice, and said leave shall be subject to written approval by the County Engineer or his designee.

ARTICLE XXIX - INSURANCE COVERAGE

29.1 The County through participation in a group plan, makes available to employees the opportunity to participate in the following systems for coverage for personal and family medical, hospital and life insurance coverage:

Central Life Insurance Company
Washington Physician Service
HMO Group Health

29.2 Effective January 1, 1987, for each participating employee electing to receive any of the above-referenced coverages, the Employer will contribute up to $73.00 towards the premium for medical hospital coverage. Should an employee choose coverage which costs less than $73.00, the difference between the cost of coverage and $73.00 may be applied for the employee dependent coverage. The premium for life insurance for employees only will be paid for by the County. Effective January 1, 1988, for each participating employee electing to receive any of the above-referenced coverages, the Employer will contribute up to $73.00 towards the premium for medical hospital coverage. The premium for life insurance for employees only will be paid for by the County.

29.3 Effective January 1, 1987, the County shall pay up to $21.90 towards the premium for Dental Plan II with Council II Trust. Effective January 1, 1988, the County shall pay up to $21.90 towards the premium for Dental Plan II with Council II Trust.

29.4 Effective January 1, 1987, the County shall pay up to $8.40 towards a vision insurance program. Effective January 1, 1988, the County shall pay up to $9.65 towards a vision insurance program.

ARTICLE XXX - SAFETY

30.1 The Employer, Union and employees shall comply with the Franklin County Safety Policy except for Article V regarding the enforcement. The parties agree that the enforcement article of the safety policy as contained in Resolution 17-73 shall be modified to read as follows:

(a) It is necessary to secure the cooperation of all employees of the County in order to make the safety program successful and because there are those who continue to act carelessly in spite of efforts to persuade them otherwise, it is necessary to have an enforcement policy in the safety program; and,

(b) The policy will be based upon the determining of each recorded safety incident as "preventable" or "non-preventable." If there was no contribution to the accident by an employee it will be determined as "non-preventable." A recorded incident shall be:

(i) an injury resulting from an accident requiring a doctor's examination, or

(ii) care which results in loss of work in excess of one-half (1/2) day, (illness not included), or

(iii) a moving vehicle accident causing damage to County property in excess of $200.00, or

(iv) an accident involving County personnel and a party not connected with Franklin County.

(c) Any violations of any of the provisions of the Franklin County Safety Policy by an employee shall be grounds for discipline pursuant to the provisions of Article XI of this Agreement.

(d) Any preventable accident, so determined by the Safety Committee shall be grounds for discipline pursuant to the provisions of Article XI of this Agreement. The Safety Committee shall consider law enforcement reports and investigations when determining whether an accident was preventable or not.

(e) This Safety Committee shall be made up of a member of the County Engineer Staff and a Union member and, if necessary for a determination, a third member from the County Sheriff's Office.

(f) Disciplinary action will be taken after the Safety Committee determination is made.

30.2 All other articles or provisions of the Franklin County Safety Policy shall remain in full force and effect as adopted by Resolution #17-73 except for the enforcement article as modified hereinabove.

ARTICLE XXXI - SAVINGS CLAUSE

Should any Article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXXII - NON-DISCRIMINATION

32.1 The County and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, religious belief, marital status, or union association or activity.

32.2 Whenever masculine words are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE XXXIII - UNIFORMS

33.1 The County Engineer, in his discretion, will determine the necessity of uniforms and administer the implementation and enforcement of a uniform policy.

The County Engineer will establish policies and the Union and the employees agree to abide and adhere to said policies.

33.2 If the County Engineer establishes a uniform policy, then and in that event, uniforms shall be provided to those employees as determined by the County Engineer at the Employer's expense. It is understood and agreed by the parties that the uniforms shall be the property of Franklin County.

ARTICLE XXXIV - TERM OF AGREEMENT

34.1 This Agreement shall become effective upon signing by both parties and shall remain in effect until the 31st day of December, 1989, except as provided for in Paragraph 34.3 hereinbelow, provided this Agreement shall be reopened for the limited purpose of bargaining salary and insurance only for 1989. Written notice of intent to modify this Agreement must be served by the requesting party upon the other party in accordance with the provisions of the Article pertaining to time table.

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

34.3 In the event that negotiations for a new agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new agreement is consummated; provided, however, either party may give thirty (30) calendar days written notice of termination of this agreement in the event mediation does not result in the mutually satisfactory resolution of all negotiable issues.

IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of September, 1988.

LOCAL 874, COUNCIL 2, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO:

Kenneth Coffin, Negotiator

Marcia Bradford
Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

BOARD OF FRANKLIN COUNTY COMMISSIONERS:

Harold M. Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

Bruce A. Gilkeson, County Engineer

Rocky L. Jackson, Chief Labor Negotiator

APPENDIX "A"

FRANKLIN COUNTY

Time in Position:	Probationary Period	1.5 years	2 years	2 years	
POSITION	STEP I	STEP II	STEP III	STEP IV	STEP V
Associate Engineer	$11.65	$11.85	$12.05	$12.25	$12.45
Engineer Tech III	10.85	11.05	11.25	11.45	11.65
Engineer Tech II	10.05	10.25	10.45	10.65	10.85
Engineer Tech I	9.25	9.45	9.65	9.85	10.05
Traffic Tech) Lead Tech) Lead Mechanic)	10.20	10.40	10.60	10.80	11.00
Equipment Operator II) Mechanic/Welder)	9.70	9.90	10.10	10.30	10.50
Equipment Operator I	9.40	9.60	9.80	10.00	10.20
Mechanic	9.30	9.50	9.70	9.90	10.10
Maintenance Tech I) Service/Parts Tech)	8.20	8.40	8.60	8.80	9.00
Maintenance Aid) Engineering Aid)	5.65	5.90			
Assistant Accountant	8.55	8.75	8.95	9.15	9.35
Secretary/Clerk	7.60	7.80	8.00	8.20	8.40

(1) Maximum of one (1) step increase in 1988 and 1989.

(2) Plan starts in full for all employees that are new or promoted after January 1, 1988.

(3) Employee goes to same step as in current plan or goes to next higher step in new plan, if same step as in current pay pays less than in new plan.

(4) For employees with less than six (6) years in current job classification, new anniversary date starts January 1, 1988, for step increases, if they are raised this round.

(5) For employees with more than Six (6) years in current job classification, they get one (1) step increase in 1988 and one (1) step increase in 1989.

APPENDIX "B"

FRANKLIN COUNTY
1987

CLASSIFICATION	LEARNING PERIODS
Equipment Operator II) Maintenance Grader) Equipment Operator I)	40 days
10 cy Dump Truck with or without trailer	20 days
Semi Tractor with trailer	30 days
Rotary Power Broom	5 days
Street Sweeper	5 days
Pneumatic Roller	5 days
Steel Roller	5 days
Chip Spreader	10 days
Chip Spreader Belts	3 days
Front End Loader	20 days
Rotary Mower	8 days
Asphalt Distributor	15 days
Motor Grader	40 days
Construction Blade	50 days
Bulldozer	50 days
Weed Control Truck	10 days
Loader Backhoe	30 days
Vibrator Roller	10 days

Whenever an employee with a regular classification higher than that listed is assigned to operate or drive any equipment with a lower classification, he shall continue to receive the salary of his regular classification. Nothing herein implies that Management is limited in any way in its right to assign or reassign equipment and personnel at its discretion.

APPENDIX "C"

FRANKLIN COUNTY HIGHWAY DEPARTMENT
SENIORITY LIST
1988

NAME	DATE OF EMPLOYMENT
Bruce Sanders	8/14/62
Theo Starr	1/1/65
Francis Overcash	11/1/67
Ron Stalnaker	11/4/68
Roger Lewis	8/10/72
David Eckhardt	3/30/77
Guy Walters	6/19/78
Clifford Steele	4/4/79
Steven Waters	4/30/79
Ed Butler	4/30/79
Luis Gutierrez	11/19/79
Marcia Bradford	11/2/81
Dave Salinas	6/7/83
Gary Deardorff	9/13/83
Roger Phelps	10/24/83
Lester McCaleb	10/8/84
Dennis Johnston	11/26/84
Fred Bowen	2/25/85
Barbara Waddingham	2/18/86
Robert Schiable	6/16/86
Howard Turner	10/26/86
Brian Grunke	12/1/86
Pat Carroll	1/26/87
Duane Yager	4/12/87
Kingsley Berg	4/12/87
Stephen Plummer	6/22/87
Buddy Valdez	10/12/87
Mary Haakenson	10/19/87
Peter Lunders	5/9/88

AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION

This personal service agreement is entered into effective September 1, 1988, between Benton County and Franklin County, political subdivisions of the State of Washington, and Edwin Alden, (hereinafter "the attorney"), an attorney admitted to practice law in the State of Washington.

This agreement is one of several identical individual personal service agreements concerned with the representation of indigent persons in Benton County and Franklin County Superior Courts, Juvenile Division, and the representation of indigent respondents in involuntary mental health and alcohol commitment proceedings.

WITNESSETH,

WHEREAS, Benton County and Franklin County, as part of their system of criminal justice, are required to provide legal representation for individuals who are subject to proceedings commenced in the juvenile divisions of the Benton and Franklin Counties Superior Courts, and who are financially unable to obtain legal counsel, and

WHEREAS, determination of indigency and appointments of attorneys to represent indigent individuals are made by the superior courts of the State of Washington for Benton and Franklin Counties and/or the staff of the Benton and Franklin Counties Juvenile Justice Center, and

WHEREAS, the attorney is engaged in the private practice of law and intends to devote a portion of that practice to representation of individuals in juvenile court proceedings and in involuntary mental health and alcohol commitment proceedings, and is one of several participating in the Benton County and Franklin County indigent defense program, and

WHEREAS, the attorney is admitted to practice law in the State of Washington, has been actively engaged in the practice of law for a minimum of one (1) year prior to January 1, 1988, and has had practical experience in juvenile court proceedings:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The attorney agrees:

(a) to accept all cases to which he is appointed in accordance with the terms hereof during the term of this agreement.

Except as set out below, the attorney shall be responsible for representing individuals involved as a party in the juvenile division of Benton County and Franklin County Superior Courts and respondents in involuntary mental health and involuntary alcohol commitment proceedings initiated in the Benton and Franklin Counties Superior Courts whenever publicly provided counsel for such person is required by law. The types of cases for which the attorney is to provide counsel shall include, but not be limited to, all proceedings filed in the juvenile division of superior court and not covered specifically by another contract or not the responsibility of another governmental entity, revocations and modifications of probation proceedings, all such cases returned to the juvenile division of superior court from any higher court, any other matter in juvenile court for which publicly provided counsel for a person is required by law, and involuntary mental health and alcohol commitment proceedings;

(b) to represent, in a professional manner, to the satisfaction of the superior court, all individuals to whose case he is appointed in accordance with this agreement. Representation shall include preparation and appearances in all phases of court proceedings including arraignments, pre-trial hearings, motions, trial, and sentencing.

(c) The attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect an appeal to a

court higher than the juvenile division of superior court, including where applicable, the appointment of counsel.

2. Benton and Franklin Counties agree to pay to the attorney, as attorney fees and not as a salary, the sum of twenty-three thousand six hundred dollars ($23,600) per year, or nineteen hundred sixty-six dollars and sixty-six cents ($1,966.66) per month payable on the 10th day of each month during the time this agreement remains in full force and effect.

3. The above named attorney shall bear all expenses incurred in the representation of each client except the following:

(a) expenses incurred in obtaining expert testimony, scientific tests, or other analysis when authorized by court order;

(b) expenses of a private investigator used to aid in the preparation of the defense of a matter when authorized by court order.

4. The terms of this agreement shall be for a period commencing September 1, 1988, and concluding December 31, 1988. Notwithstanding the foregoing, the attorney's obligation to provide representation pursuant to this agreement includes the obligation to complete all cases or matters covered by this agreement. The attorney shall continue to provide representation for those persons whom the attorney was appointed to represent and whose case was not concluded during the duration of this agreement. It is further understood by the parties that the attorney's obligation to complete all cases or matters covered by this agreement shall not result in any additional compensation over the amount specified herein.

5. No other person shall perform any of the services required of the attorney by this agreement nor shall the attorney assign or subcontract his responsibility for performance of this agreement.

6. Benton County and Franklin County shall have a right to terminate this agreement upon 10 days written notice to the attorney in the event the attorney fails to comply with any of the provisions of this agreement, and it is understood by the parties that the attorney's compliance with this agreement will be evaluated on a quarterly basis.

7. During the life of this agreement, the attorney shall maintain errors and omissions insurance and shall include anyone acting for or on behalf of the attorney in the performance of this agreement as an additionally named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of $100,000 or more. At the time of performance commencing hereunder, the attorney shall submit evidence that such insurance is in force and that such insurance will not be cancelled without first giving thirty (30) days written notice to Benton County and Franklin County.

The attorney covenants and agrees that he will indemnify and hold harmless Benton County and Franklin County and any of their officers, employees, and agents from any loss, damage, cost, charges or expense whether to persons or property to which Benton County and Franklin County or their agents my have been put or subjected to by reason of any act, action, neglect, omission or default on the part of the attorney or anyone acting for, on behalf of, or at the direction of the attorney in the performance of this agreement.

In the event any suit or legal proceedings shall be brought against Benton County or Franklin County or any of their officers, employees, or agents at any time on account of or by reason of any act, action, neglect, omission or default of the attorney or anyone acting for, on behalf of, or at the direction of the attorney, the attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the attorney's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgements

that may be incurred by or obtained against Benton County or Franklin County or any of their officers, employees, or agents in such suits or other proceedings.

DATED this 12th day of September, 1988.

Benton County, A Political Subdivision of the State of Washington:

Attorney

Commissioner

Commissioner

Ron Jones absent
Commissioner

Franklin County, A Political Subdivision of the State of Washington:

Commissioner

Commissioner

Commissioner

FRANKLIN COUNTY

RESOLUTION NO. 88-92

RE: ESTABLISHING OF A GENERAL OBLIGATION (G/O) LIMITED BOND BUDGET BENTON-FRANKLIN HEALTH FUND - #300

WHEREAS, it has been necessary to remodel the Franklin County Health Building, and

WHEREAS, it is the responsibility of Franklin County to finance the remodeling project of $125,000 by G/O Limited Bond, and

WHEREAS, the Benton-Franklin County Health District has agreed to finance the debt payment of said bond as to attachment A of "Debt Service Schedule", and

WHEREAS there currently is no Revenue or Expenditure Budgets,

THEREFORE, a Revenue and Expenditure Budget for the G/O Limited Budget of $125,000.00 is established as illustrated.

REVENUE

1988 Limited G/O Bond/Misc. 230

333.03	Commissioner Bond - Grant State	$2,500.00
361.11	Interest on Investment	$1,250.00
391.10	G/O Bond Proceeds	$121,250.00
	TOTAL	$125,000.00

1988 EXPENDITURE

1988 Limited G/O Bond/Misc. 230

594.62	41	Professional Services	(9,000.00)
	48	Capital Outlays	(111,250.00)
	84	Debt Service Costs	(4,750.00)

SIGNED this 19th day of September, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold A. Mathews
Chairman

Bruce A. Whitehouse
Member

Ken Mill
Member

Attest:

D.D. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

September 19, 1988

TO: Elected Officials and Department Heads

Thank you for responding to our letter concerning the planning session. We are pleased that you will be attending. We have set Tuesday, October 11th and Wednesday, October 12th for the meeting. The program will take place at the Pasco Red Lion Motor Inn, Suite 122. We will begin at 8:30 a.m., Tuesday. Our Wednesday session is for a half day.

We can accommodate up to three people per office. It is very important to have input from all departments since we will be developing the future direction statement for the county. In support of the future direction statement a unified action plan for each individual department will be developed.

This challenges us to come together and discuss our county's direction. The facilitators for these discussions have worked with county, city, and state government groups before, so they have the expertise needed. We will be looking at our information needs, our responsiveness to community questions, and our future.

Please call Diane (3535) and let her know the number of persons who will attend from your office. Further plans will be made based on this number.

There will be no specific product information given at the planning session.

Thank you!

Harold W. Mathews
Chairman

Bruce D. Whitaman
Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 21, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was out of town attending WSAC meeting.

The minutes from the Commissioners proceedings for September 7 and 12 were given to the Board for review and approval.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. He advised that they have contacted Mrs. Strand but she wants to talk to Tim in person. When Tim goes out to talk to her, the State people will also be in attendance.

The new mower/sweeper was delivered Monday, September 19, 1989 afternoon. However, it was being returned for adjustments: sweeper mount was position to far out causing vibrations; cab door will not fully open; controls for operating the mower/sweeper were located behind the operator on the right hand side. The Board requested Mr. Gilkeson to advise Adams Tractor to have it ready by Monday or lease us one to use in the interim. This delivery has been extended too long.

Mr. Gilkeson presented his personnel policy for Franklin County Highway Department Non-Bargaining Unit Employees. The document was prepared by Tony Menke and should meet all Fair Labor Standards. Mr. Miller moved to adopted the Personnel Policy as presented with an effective date of October 1, 1988. Mr. Whitemarsh concurred. The Board, (Mr. Whitemarsh and Mr. Miller) adopted Resolution No. 88-93, Personnel Policy for Franklin County Highway Department Non-Bargaining Unit Employees (Exhibit A).

Mr. Gilkeson presented a need for purchases to complete the park caretaker's dwelling at Chiawana Park: kitchen cabinets, fencing, sidewalk, carpeting, rain gutters. The Board advised Mr. Gilkeson that we must stay within the budget and to prioritize the jobs and do what can be done.

A question was raised concerning the painting of lines and a marine flag placed at the boat launch in the park. No one seems to know who has done this work. Mr. Gilkeson will talk to the Riverfront Enhancement committee to see if they are

responsible.

Mr. Whitemarsh advised Mr. Gilkeson that the new insurance risk pool was basing part of the insurance premium on 92 vehicles. The first installment would be approximately $45,000, if they allow us to pay in installments.

Mr. Carter asked if he could get another pickup truck for the Maintenance area. There current truck is in bad shape. Mr. Gilkeson advised that he did not have a truck available at this time. The trucks on the surplus list both have over 100,000 miles and over eight years old. If he did not mind waiting, they should be a truck available in the next couple of months as soon as the new, replacement trucks are delivered. Mr. Carter advised that he did not mind waiting.

Mr. Gilkeson presented a copy of the letter mailed to Gail Cannon concerning her request for information (Exhibit B).

The Board did not meet with the Franklin County Planner. However, he did send them a copy of his response to Gail Cannon (Exhibit C).

The Board discussed the new insurance risk pool. This pool was formed due to the ever increasing insurance premiums and the insufficient number of insurance carriers providing coverage to counties. Exhibit D is the Interlocal Agreement Creating the Washington Counties Risk Pool. The agreement was given to our Deputy Prosecutor for review. An addendum was written to the Interlocal Agreement (Exhibit E). This year's premium would be $135,406.50. Payment of this amount, if approved by the Risk Pool, would be one-third now and four equal installments payable on January 1, 1989, April 1, 11989, July 1, 1989 and October 1, 1989. A reserve fund of $5,000 would be established by October 1, 1988. Mr. Whitemarsh would be appointed as the County's representative to the Board of Directors of the pool with Mr. Miller as his alternate. Mr. Don Carter would be appointed as the County Risk Manager and Merle George as the County Safety Officer. Mr. Miller moved to adopt a resolution for Franklin County to join the Insurance Risk Pool. The Board, Mr. Miller and Mr. Whitemarsh, voted to adopt

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 21, 1988

Resolution No. 88-92, Approving the terms of the interlocal agreement providing for the creating of the Washington Counties Risk Pool; authorizing and directing the members of the Board to execute the agreement on behalf of the County and deliver it to the appropriate party; approving payment of the County's premium; establishing and funding a cumulative reserve fund for claims payment; and appointing the County's representatives in matters relating to the Pool (Exhibit F). Mr. Miller a motion to accept the Interlocal Agreement Creating the Washington Counties Risk Pool with the addition of the Addendum to Interlocal Agreement Creating the Washington Counties Risk Pool. The Board, consisting of Mr. Miller and Mr. Whitemarsh, adopted and signed both agreements.

The Board composed a letter to Jamie Marcel for the Washington Human Development supporting their work on the Migrant and Seasonal Farm Worker Program #402 (Exhibit G).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until September 26, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce D. Whitemarsh
Member

Ken Miller
Member

Attest:
Clerk of the Board

RESOLUTION NO. 88-93

IN THE MATTER OF ESTABLISHING A PERSONNEL POLICY FOR FRANKLIN COUNTY HIGHWAY DEPARTMENT NON-BARGAINING UNIT EMPLOYEES AND PROVIDING FOR THE REPEAL OF ANY PRIOR POLICIES

WHEREAS, the Board of Franklin County Commissioners and Franklin County Engineer have had several meetings for the purpose of reviewing the Personnel Policies for non-bargaining unit employees and have determined that it is in the best interests of Franklin County to have a uniform set of modern rules and regulations pertaining to personnel practices; and

WHEREAS, based on the joint meetings of the Franklin County Engineer and the Board members, the Board now has determined that the rules should be adopted as soon as possible; and

WHEREAS, the adoption of these rules and regulations may necessitate repealing certain previous policies relating to personnel practices; now, therefore,

BE IT HEREBY RESOLVED by the Board of Franklin County Commissioners that the Franklin County Highway Department Personnel Policy is hereby adopted, establishing uniform rules and regulations for the Franklin County Highway Department to be administered in conformity with the Personnel Policy which is attached hereto and incorporated herein by reference as Exhibit "A".

BE IT FURTHER RESOLVED by the Board of Franklin County Commissioners that any prior resolutions and/or regulations adopting and/or pertaining to other personnel rules and regulations are hereby repealed and the provisions of the Personnel Policy referenced as Exhibit "A" hereby supersedes any other personnel practice regulations.

BE IF FURTHER RESOLVED by the Board of Franklin County Commissioners that Exhibit "A" does not apply to bargaining unit employees.

BE IF FURTHER RESOLVED by the Board of Franklin County Commissioners that Exhibit "A" which shall be referred to as the "Franklin County Highway Department Personnel Policy shall be effective as of the 1st day of October, 1988.

PASSED BY THE BOARD OF FRANKLIN COUNTY COMMISSIONERS this 21 day of SEPTEMBER, 1988.

ATTEST:

Dan McLaughlin
Clerk of the Board

(absent)
Chairman

Bruce A. Whitemarsh
Commissioner

Commissioner

Personnel Policy Reviewed and Approved By:

Bruce Gilkeson
Franklin County Engineer

FRANKLIN COUNTY HIGHWAY DEPARTMENT

PERSONNEL POLICY

Adopted By Resolution Number 88-93

Dated: September 21, 1988.

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FRANKLIN COUNTY HIGHWAY DEPARTMENT

PERSONNEL POLICY

SECTION I - AUTHORITY, PURPOSE AND SCOPE

A. AUTHORITY. This Personnel Policy is established consistent with the statutory authority vested in the Board of County Commissioners and will be enacted by way of a Franklin County resolution. The Board of County Commissioners may periodically amend the provisions of this Personnel Policy.

B. PURPOSE AND SCOPE. This Personnel Policy is established as a guideline for affected employees. It describes Franklin County's general philosophy concerning policies and procedures and shall not be construed to form a contract between Franklin County and affected or covered employees. **For those employees affected and/or covered by this Policy, employment with Franklin County is at will, meaning that employment may be terminated by Franklin County (Board or County Engineer) at any time without restriction and without recourse. No provisions of this Policy are intended, nor should they be construed to alter the employment at will relationship.** This Personnel Policy does not apply to employees who are covered by collective bargaining agreements. This Policy applies to employees who are appointed by the Board of County Commissioners or County Engineer. This is inclusive of appointed department heads, appointed administrative assistants and/or other managerial, professional or administrative personnel as well as non-bargaining unit employees.

SECTION II - DEFINITIONS

A. ANNIVERSARY DATE. For employees hired prior to January 1, 1973, the anniversary date shall be the first of each year providing employment has been continuous. For employees hired after January 1, 1973, the anniversary date shall be the date hired or last promoted provided there has been no break in service.

B. BOARD. The Board of Franklin County Commissioners.

C. BREAK IN SERVICE. A period of time in which an employee is not being compensated by the County.

D. COUNTY. The County of Franklin, a municipal corporation.

E. DISCIPLINARY ACTION. Action taken to discipline an employee in accordance with the provisions of this Policy.

F. DISMISSAL. An involuntary separation of an employee from County employment by an appointing authority.

G. DIVISION ADMINISTRATOR. An appointed manager with the designated responsibility for the operation of a division of the Highway Department.

H. GRIEVANCE. A grievance is a dispute involving the interpretation, application or alleged violation of a specific provision of this Policy.

I. LAYOFF. An involuntary dismissal of an employee based on the Employer's determination of lack of work, lack of funds, reorganization, inclement weather and/or abolishment of a position(s).

J. REGULAR FULL-TIME EMPLOYEES. Employees who regularly work a minimum of forty (40) hours per week on a continuous basis. **Regular full-time employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

K. REGULAR PART-TIME EMPLOYEES. Employees who regularly work less than forty (40) hours per week. **Regular part-time employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

L. REINSTATEMENT. Return of an employee to a position in County employment after layoff or return from military service or duty without loss of prior service time or other benefits. Time out of service shall not be used as a basis for accrual of any of the benefits provided by this Personnel Policy.

M. TEMPORARY OR SEASONAL EMPLOYEES. Employees hired for a specific period of time not to exceed one hundred twenty (120) working days in a calendar year to complete seasonal and/or temporary projects as determined by the Employer. **Temporary and/or seasonal employees are employed at will, meaning that their employment may be terminated by the Employer at any time without restriction and without recourse.**

SECTION III - ORGANIZATION AND DELEGATION OF AUTHORITY.

A. PURPOSE. Proper organization and delegation of authority are essential to effective and efficient County government administration and management. The responsibilities and authorities delegated in this section are in-

tended to establish a clear understanding of the role that each segment of County government must play in order to create a sound personnel management process.

B. RESPONSIBILITY AND AUTHORITY.

(1) Board of County Commissioners. The following are subject to the review and approval of the Board of County Commissioners:

(a) Appointment of County Engineer.
(b) The County's overall and departmental budgets.
(c) Personnel policies, procedures and amendments thereto.
(d) Conditions of employment established for efficient operation of the County.
(e) Participation in the grievance procedure where appropriate.
(f) Any and all statutory responsibilities.

(2) County Engineer. County Engineer shall:

(a) Enforce personnel policies and/or adhere to collective bargaining agreement provisions.
(b) Keep employees in the department informed of current personnel policies and procedures.
(c) Appoint employees in the department to positions in accordance with established personnel rules and regulations where applicable.
(d) Administer discipline within the department and delegate such authority to supervisory personnel as deemed appropriate.
(e) Participate in the grievance procedure.
(f) Any and all statutory responsibilities.

(3) Division Administrators. Division Administrators shall:

(a) Appoint employees in their division to positions in accordance with established personnel rules and regulations.
(b) Implement and keep employees in the division informed of current policies and procedures.
(c) Administer discipline to employees under their supervision.
(d) Participate in the grievance procedures.

(4) Other Supervisory Personnel. Other Supervisory Personnel shall:

(a) Participate in the interview and selection of applicants for positions under their supervision, subject to the County Engineer's determination.
(b) Assist in the implement or personnel policies, rules and regulations in units under their supervision, subject to the County Engineer's determination.
(c) Administer discipline to employees under their supervision subject to the County Engineer's delegation of authority.
(d) Participate in the grievance procedure.

SECTION IV - SALARY ADMINISTRATION.

A. PAY. The Board of County Commissioner will establish, from time to time, the pay for each job classification.

B. ENTRANCE PAY RATE. Persons chosen to fill vacant positions will be hired at the entrance pay step, if applicable, of the pay range, if applicable, for the classification in which they are hired. At no time will an employee be hired at a higher step, if applicable, without prior approval of the Board of County Commissioners.

C. OTHER THAN FULL TIME EMPLOYMENT. Such employees shall be paid on an hourly basis, at the entrance pay step, if applicable, for the classification in which they were hired. Such employees shall be paid only for hours worked and do not qualify for any fringe benefits except that retirement benefits shall be determined by State law. The Board of County Commissioners may approve, from time to time, benefits for regular part-time employees.

D. PAY RATE ADJUSTMENTS. Pay rate adjustments will occur when personnel actions are taken, inclusive of promotions, transfers, layoffs, authorized overtime, resignations and temporary higher assignments. All of these are subject to the Board's prior approval.

E. TEMPORARY ASSIGNMENT PAY. Any regular full-time employee specifically assigned by the County Engineer to work in a job classification which is higher than their normal job classification will receive the rate of pay in the step of the higher job classification which results in an increase of pay if the employee has fulfilled at least thirty (30) working days of work in the higher job classification on a satisfactory basis as determined by the County Engineer. The regular full-time employee will receive the employee's regular rate of pay during the pre-qualification period.

SECTION V - PROMOTIONS

Normally, the County desires to provide promotional opportunities to presently employed and qualified personnel subject to the determinations of the Board of County Commissioners if the employee is one of the Board's appointed personnel or subject to the County Engineer's determination if the employee is within the County Engineer's department. Although existing employees will be provided an opportunity to apply for a promotional position, the Board or County Engineer shall have the right to seek and employ outside personnel if this is the determination of the Board or County Engineer, whichever is applicable. Whether outside personnel or existing personnel are promoted to a position is a determination to be made by the County Engineer.

SECTION VI - TRANSFER

Subject to the recommendations of the County Engineer and/or the Board, where applicable, an employee may be transferred from one department to another. The following are guidelines regarding the transference of employees from one department to another:

(1) Affected department heads and/or the Board of County Commissioners, where applicable, may approve the transfer of an employee from one department to another.

(2) Either an employee may indicate an interest in transference from one department to another or the Employer may indicate a need for such a transference.

(3) If no employee indicates an interest in the transference then the applicable department heads and/or Board of County Commissioners shall determine which employee shall be transferred.

(4) As much notice as possible will be provided to the affected employee.

SECTION VII - LAYOFF

Whenever the Board or County Engineer determines there is a lack of work, lack of funds, the need for reorganization, inclement weather or other acts of God and/or the need for abolishment of certain position(s) or classification(s), the Board or County Engineer has the right to implement a layoff of the em-

ployee(s) in the affected position(s) or classification(s). The following provisions will serve as a guideline during layoffs:

(1) When implementing layoffs, the Board or County Engineer may give consideration to the departmental needs as determined by the Board, elected official or County Engineer.

(2) The Board or County Engineer, whichever is applicable, has the right to determine which position(s) and/or classification(s) of employee(s) shall be laid off inclusive of regular full-time employee(s), regular part-time employee(s), temporary or seasonal employee(s), summer employee(s) or any other type of employee(s).

(3) Each regular full-time employee affected by the layoff will be provided at least ten (10) working days notice prior to the effective date of the layoff; provided, however, that in the case of a bona fide emergency such as inclement weather, as much notice as is possible will be provided but there is no requirement of a minimum of ten (10) working days notice.

SECTION VIII - RECRUITMENT, SELECTION AND RESIGNATION

A. POLICY. Recruitment and selection is to be carried out consistent with non-discrimination provisions of federal and state laws.

B. RECRUITMENT. Available positions may be publicized by announcements posted on public bulletin boards at the Highway Department, Courthouse and/or other locations as determined by the County Engineer. Announcements will normally specify the title, rate of pay, duties to be performed, required qualifications, time and manner of making application and other pertinent information as determined by the County Engineer.

C. APPLICATION. Application shall be made as prescribed by the County Engineer. Application forms shall require information on specific job experience and training and shall contain questions designed to obtain job related information. All applications shall be fully completed, signed and dated by the applicant.

D. REJECTION OF APPLICATION. Any application may be rejected by the County Engineer for the following reasons, is but not limited thereto:

(1) failure to meet minimum qualifications as determined by the County Engineer; or

(2) has falsified the application; or

(3) is not within the legal age limits for County employment; or

(4) has established an unsatisfactory employment record of such a nature as to demonstrate unsuitability for the position; or

(5) based on other job related factors is found to be unsuitable for the position.

E. SELECTION PROCESS. The County Engineer shall determine the selection process which may include work sample tests, performance tests, written tests, oral examinations, background and reference inquiries.

F. INTERVIEW. If the County Engineer determines an interview is necessary, then eligible applicants shall be interviewed by the County Engineer. The same interview questions shall be asked of each applicant.

G. OPEN COMPETITIVE SELECTION. If the County Engineer determines that a competitive selection procedure is needed then the County Engineer may establish such a procedure for a specific position.

H. PROMOTIONS. Promotional selection shall be subject to the determination of the County Engineer.

I. APPOINTMENTS. The following shall constitute various means of employment in the County service:

(1) Regular Full-Time Employees;

(2) Regular Part-Time Employees; and

(3) Temporary or Seasonal Employees.

J. RESIGNATION. Any employee wishing to leave County employment in good standing shall file, with their County Engineer, a written resignation stating the effective date of their resignation. The resignation shall be submitted at least ten (10) working days prior to leaving the employ of the County. Failure to comply with this timeline may be cause for denying payment of accrued annual leave and accrued sick leave.

SECTION IX - NEPOTISM

A. No more than one (1) family member or one (1) close relative shall be eligible for regular employment within the Highway Department of Franklin

County. A family member or close relative of a regular or probationary employee shall not be eligible for temporary or seasonal employment within the Highway Department of Franklin County if:

(1) One member of such family or one close relative would be responsible for supervising another family member or close relative; or

(2) One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative; or,

(3) Circumstances exist which would place a family member or close relative in a situation of actual or reasonably foreseeable conflict between the interest of the Employer and the interest of the employee in family harmony and/or in their common interests of the family or as close relative.

B. None of the foregoing regulations shall have any effect on persons employed in Franklin County at the time of the adopting of this provision but shall only pertain to appointments after the passage of this provision.

C. Definitions:

(1) "Family member" means that husband or wife or that person living as husband and wife of a job applicant or a job applicant's children, whether natural, adoptive or step.

(2) "Close relative" means a brother, sister, mother, father, grandparent, aunt, uncle, cousin, nephew or niece of a job applicant, whether natural, adoptive, step or related by marriage.

SECTION X - ANNUAL LEAVE

A. ANNUAL LEAVE. Annual leave is earned by the employees of Franklin County at the following rates:

Years Of Service	Vacation Leave Earned
0 - 2 years	12 days
3 years	13 days
4 - 5 years	14 days
6 - 10 years	16 days
11 - 15 years	19 days
16 - 20 years	22 days

21 years plus 23 days

The County Engineer may submit a request to the Board of County Commissioners for the placement of a newly hired employee to receive greater than the first year's vacation leave accrual if the employee is a lateral transfer type of employee. The determination as to how much annual leave an employee is entitled to accrue is subject to the determination of the Board of County Commissioners.

B. ELIGIBILITY. Annual leave is not available to employees until after having served six (6) continuous consecutive months of employment except if lateral transference exception is granted by the Board of County Commissioners.

(1) The County Engineer shall be the final judge of satisfactory completion of six (6) continuous consecutive months of service.

(2) Temporary and/or seasonal employment shall not receive any of the benefits provided in this section.

(3) Regular part-time employees earn annual leave in the proportion their hours bear to the total number of full-time employment hours, if they have completed one (1) year of service; provided, however, regular part-time employees hired after October 1, 1988, who regularly work less than ninety (90) hours per month shall not be eligible for annual leave.

(4) All re-employed persons whose continuous service has been broken by termination shall be considered new employees under this section and shall be subject to the provisions herein except for those employees who were terminated as a result of a layoff.

(5) There shall be no annual leave credit accumulated if an employee is terminated within the initial six (6) continuous consecutive months period of employment.

(6) Years of service shall be the years of continuous service with Franklin County as of the anniversary date of the employee.

C. ACCRUAL. Employees earn a day of annual leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month.

Annual leave may be accumulated to thirty (30) days. An employee who has accumulated thirty (30) days of annual leave will be credited with unused leave as earned monthly in excess of thirty (30) days throughout the calendar year, but as of January 1 of the succeeding year his/her leave account will be reduced to thirty (30) days. Provided, at no time may an employee be compensated or cash out more than thirty (30) days of annual leave for purposes of retirement or termination of employment.

D. COMPUTATION OF PAYMENT. Annual leave may be charged in one (1) hour increments.

(1) Accumulated annual leave up to a maximum of thirty (30) days will be paid to an employee leaving the employ of Franklin County for any reason; provided, however, in the case of resignation, adequate notice must be given in order to qualify for payment. In the case of death, accumulated annual leave up to a maximum of thirty (30) days shall be paid to the estate of the employee. Payments for accumulated annual leave are based on the employee's salary at the time of separation or death. Adequate notice, for employees resigning from County employment, is defined as written notice submitted at least twenty (20) working days prior to termination of employment.

(2) All annual leave pay shall be computed at the employee's straight time hourly rate.

E. USE. Employees will be allowed to take annual leave at such time as the employee can best be spared subject to the prior approval of the County Engineer. Therefore, it is necessary to schedule vacations as early as possible subject to County Engineer approval. If there is a conflict in scheduling the determination shall be made by the County Engineer.

(1) Subject to the prior approval of the County Engineer, an employee may take all or any portion of accrued annual leave, providing the total continuous working days of annual leave taken shall not exceed thirty (30) days.

(2) Employees are not permitted to use annual leave in excess of their accrued balance.

(3) Any leave taken prior to accrual of such leave shall be considered as leave of absence without pay and so deducted from the employee's monthly paycheck.

F. RECORDS. The County Engineer is responsible for keeping accurate annual leave records for each employee.

SECTION XI - SICK LEAVE

A. SICK LEAVE. Sick leave is earned by regular employees of Franklin County at the rate of one (1) working day for each month of completed service.

B. ELIGIBILITY. Sick leave is available to the employee after having served one (1) continuous consecutive month of employment.

(1) The County Engineer shall be final judge of satisfactory completion of continuous employment.

(2) Temporary and/or seasonal employees shall not be entitled to any of the benefits set forth in this section.

(3) Regular part-time employees earn sick leave in the proportion their hours bear to the total number of full-time employment hours; provided, however, regular part-time employees hired after October 1, 1988, who regularly work less than ninety (90) hours per month shall not be eligible for sick leave.

C. ACCRUAL. Employees earn a day of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credits.

(1) Sick leave is accumulative to a total of one hundred twenty (120) working days, after which time, if not taken, shall lapse month by month; that is, an employee at no time can have more than one hundred twenty (120) days sick leave due.

D. COMPUTATION OF PAYMENT. Sick leave may be charged in one (1) hour increments. Only working days are charged, and at the rate of one (1) regular work day of sick leave for each day of absence.

(1) Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

E. USE. Sick leave may be taken for any of the following reasons:

(1) Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.

(2) Doctor appointments for employee only.

(3) Illness or death in the immediate family requiring the attendance of the employee (funeral included). Leave for such reasons shall be limited to three (3) days in any one instance, except when extensive travel is required, leave of five (5) days shall be allowed. "Immediate Family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child or grandchild of the employee, not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

Each instance means "condition or period of illness". Thus for one individual, there possibly could be allowed three (3) days, or there can be recurring periods of illness such as in chronic cases.

(4) Employees may only use the actual number of days sick leave accumulated.

(5) Sick leave cannot be claimed for the employees on annual leave or compensatory time, unless the employee immediately notifies the Employer of the illness.

F. REPORTING. Any employee, who for any reason, must take sick leave shall notify his/her immediate supervisor or the County Engineer at the beginning of the sick leave period.

Upon return to work the employee shall submit a statement explaining the nature of the sickness and requesting approval for the sick leave used together with certification of the illness from a licensed physician or other verification of illness satisfactory to the County Engineer. Employees found abusing sick leave privileges shall be penalized by receiving no pay or time allowed for the sick leave taken.

G. Employees hired on or after October 1, 1988, shall be entitled to payment for twenty-five percent (25%) of their accrued sick leave upon termination of employment by way of discharge, resignation, layoffs, retirements, death or any other separation from employment. Employees hired prior to October 1, 1988 shall be entitled to payment for fifty percent (50%) of the sick leave they have accrued prior to October 1, 1988 and twenty-five percent (25%) of the sick leave they have accrued on or after October 1, 1988, upon termination of employment by way of discharge, resignation, layoffs, retirements, death or any other separation from employment. Sick leave taken shall first be used from sick leave accrued prior to October 1, 1988, until such accrual is depleted and then from sick leave accrued on or after October 1, 1988.

H. SICK LEAVE - ADJUSTMENT FOR WORKMEN'S COMPENSATION.

(1) For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workmen's Compensation in accordance with State Law.

(2) If the employee has accumulated sick leave credit, the County shall pay the difference between their time loss compensation and their full regular salary unless the employee elects not to use their sick leave, provided that it is the responsibility of the County to make available a written explanation of such elective.

(3) Should an employee receive Workmen's Compensation for time loss and they also receive sick leave compensation, their sick leave accrual will be reduced by the total number of hours they were on sick leave minus the number of hours at their hourly rate for which they are paid from a Workmen's Compensation fund, to the nearest half day.

(4) Until eligibility for Workmen's Compensation is determined by the Department of Labor and Industries, the County may pay full sick leave, provided that the employee shall return any subsequent overpayment to the County.

(5) Should an employee apply for time loss compensation and the claim is then or later denied, sick leave and annual leave may be used for the absence in accordance with other provisions of this rule.

(6) Nothing herein pertains to permanent disability award.

(7) If an employee has no sick leave accumulated, the words annual leave may be substituted for sick leave above.

SECTION XII - AUTHORIZED LEAVES

A. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Authorized leave of absence without pay shall not interrupt prior or continuous employment, however, the employee shall not be credited with earned annual leave, sick leave or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of annual leave shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status.

B. PERSONAL LEAVE. Non-accumulative leave of three (3) working days per year, with pay, shall be granted to each employee for business which cannot be conducted during off hours. Personal leave must be approved by the County Engineer prior to use.

C. LEAVE OF ABSENCE WITH PAY. Leave of absence with pay may be granted for the following reasons:

(1) Military Leave. An employee who is a member of the Washington National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed fifteen (15) days each calendar year. Any working days taken beyond fifteen (15) days must be charged as annual leave. During the period of military leave, the employee shall receive his/her regular pay in conformity with RCW 38.40.060. Such military leave shall be in addition to any vacation leave the employee is entitled to.

Regardless of his status, any employee, who voluntarily, or upon demand leaves a position other then temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his former position, or one of like seniority, status and pay provided he applies for re-employment within 90 days of his discharge or separation, and presents proof of honorable discharge or separation.

(2) Jury Duty. Regular full-time employees, submitting the proper authorization, may be given court leave for the purpose of serving as a member of a jury or as a witness in Federal, State, County of City Court. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be remitted to the Employer except those received for payment of mileage and other related travel expenses. Regular part-time employees will be entitled to jury duty leave on a pro rata basis with reference to the normal number of hours worked when scheduled.

(3) Special Meetings and Training. Whenever it is determined by the Board of County Commissioners and the County Engineer to be in the best interest of the County, regular full-time employees may be granted time off with pay or without pay to attend professional, techni-

cal institutes, conferences, or special educational training directly related to the employee's job duties and responsibilities.

SECTION XIII - HOLIDAYS

A. HOLIDAYS. Regular employees of the County will receive regular compensation for legal holidays subject to the Board of County Commissioners' determination of the holiday schedule. Additionally, holidays may have to be altered in order to meet certain departmental requirements. Normally, holidays will be coordinated with those holidays provided for in Union contracts; however, the Board of County Commissioners may, subject to recommendations by the County Engineer, alter the holiday schedule.

(1) Regular full-time employees are eligible for holidays if they have completed thirty (30) days of continuous service prior to a holiday.

(2) Regular part-time employees are eligible to receive holidays on a pro-rated basis for the regular number of hours worked.

(3) Regular Fair Labor Standards Act exempt employees, but not limited to administrative assistants, may be required to work on any holiday and may be permitted, in lieu thereof, alternative time off, subject to the approval of the County Engineer.

B. HOLIDAY RULES. The following rules shall govern holidays:

(1) Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday or an alternative day off as determined by the County Engineer.

(2) Whenever a legal holiday, other than Sunday, falls on a Sunday, the following Monday shall be a legal holiday or an alternative day off as determined by the County Engineer.

(3) Any employee who is on a scheduled and approved vacation or sick leave when a holiday occurs, will not be charged with annual leave or sick leave for that day.

(4) An employee who is absent due to sickness and has exhausted both sick leave and annual leave would be considered as on leave without pay status and will not receive holiday pay.

(5) If a holiday occurs on an employee's scheduled day off, the

employee shall be given in lieu thereof, the day preceding or following such holiday, or an alternate day off at the employee's discretion with the supervisor's approval.

(6) Work performed on any of these holidays shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the holiday pay. If an employee is exempted from overtime per FLSA such, as executives, administrators and/or professional employees inclusive of, but not limited to, department heads, administrative assistants, deputy prosecuting attorneys, etc., there shall be no overtime compensation for time worked.

(7) Employees will receive no holiday pay if the employee has accepted scheduled work on a holiday and fails to report for work except for excused absence.

SECTION XIV - WORK RULES

A. PURPOSE. The orderly and efficient operation of County government requires that certain work rules be established covering personal standards of conduct and standard operating procedures. These standards and procedures are necessary to protect the health and safety of employees and maintain uninterrupted service.

B. WORK RULES. The following work rules shall be applicable to affected employees. These rules are not intended to be all inclusive and the County shall, when it deems appropriate, establish additional rules to insure the effective operation of the County government.

(1) Employees must be at a designated work area on time and ready to work. Employees shall remain at the work are until the scheduled quitting time unless permission to leave is granted by their supervisor.

(2) Where the operations are continuous, an employee shall not leave until replaced by the next shift employee or until relieved by the supervisor.

(3) Employees shall not conduct personal business during working hours.

(4) Employees shall follow all safety regulations including wearing

or required safety articles and the using of protective equipment. Employees shall immediately report accidents or injury to their supervisor.

(5) Employees shall be responsible for and shall not misuse County property, records, or other materials in their care, custody or control. County property, records, or other materials shall not be removed from the premises without permission.

(6) Employees shall deal with the public and other employees in a courteous manner.

(7) Employees shall conduct themselves in a professional manner while on duty and shall not engage in conduct detrimental to the good order and discipline of the department or the County.

(8) Employees shall immediately report to their supervisors their inability to work and the reason therefore.

(9) Employees shall notify the County Engineer and the department responsible for payroll administration whenever there is a change in the employee's personal data such as address, name or exemptions.

(10) Employees shall report for and remain at work only when in physical condition to perform their duties.

(11) Employees shall not restrict or interrupt work or interfere with the work of others.

(12) Employees shall not neglect their duties and responsibilities or refuse to perform assigned work.

(13) Employees shall not engage in unapproved soliciting, using their position for personal gain or use their position to directly or indirectly coerce others.

(14) Employees shall not post notices on the County premises without prior approval from the appropriate authority. Defacing of any existing notices is a violation of these rules.

(15) Employees shall not possess unauthorized firearms, and/or weapons on the County premises.

(16) Employees shall not falsify records, reports, or claims of illness or injury.

(17) Employees shall park in designated employee parking lots.

SECTION XV - DISCIPLINARY PROCEDURES

A. PURPOSE. These disciplinary procedures are applicable to employees covered by these Personnel Policies. **The Board, and/or County Engineer, whichever is applicable, may elect to use these disciplinary procedures, however, no provisions of this personnel policy are to be construed to mandate the use of progressive discipline nor shall any other provisions alter the employment at will relationship of employees.** If the Board, or County Engineer, whichever is applicable, elects to utilize these disciplinary procedures, they may base said disciplinary action on the following examples of misconduct but are not limited thereto:

(1) Violations work rules set forth in Section XIV and any and all amendments thereto;
(2) Neglect of duty;
(3) Insubordination;
(4) Conviction of a crime;
(5) Malfeasance or misfeasance;
(6) Gross misconduct;
(7) Violation of departmental work rules, regulations and amendments thereto;
(8) Unauthorized use of equipment;
(9) Abuse of sick leave;
(10) Falsification of reports;
(11) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
(12) Recklessness;
(13) Theft;
(14) Negligent and/or willful damage to County property.

If the Board and/or County Engineer, whichever is applicable, elects to use disciplinary actions, then they will attempt to, but are not required to, administer discipline in a progressive fashion. If the Board and/or County Engineer, whichever is applicable, elects to use progressive discipline then the disciplinary action administered will be dependent on the severity of the infraction. If the Board and/or County Engineer, whichever is applicable, has elected to use progressive discipline with regard to a particular employee, they are not required to adhere strictly with the order or system of progressive discipline set forth below but rather should base the discipline on the severity of the action:

(1) Verbal Reprimand. Verbal reprimands are used for minor

offenses. The supervisor may call the employee aside to discuss the offense and to warn the employee not to repeat the behavior, and may temporarily document the occurrence by making a note to the supervisor's file (not the employee's official personnel file) concerning the infraction. Repeated violations of verbal reprimand will result in a formal written reprimand.

(2) Written Reprimand or Warning. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings may be kept in the employee' official personnel file. The manager/supervisor or County Engineer may, as a part of an appropriate written reprimand concerning a work-related problem, notify the employee that he/she is on disciplinary probation for a specified length of time. This status is short of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against him/her could result in immediate termination of employment.

(3) Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions shall be determined by the Board and/or County Engineer.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This suspension gives the supervisor the opportunity to discuss the problem with his/her superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, he/she will normally be returned to his/her position, paid for any lost time, and a letter exonerating the employee will be placed in his/her official personnel file. If, however, the employee is found in violation, then the appropriate disciplinary action will take effect on the date that the investigatory suspension began.

Suspension With Pay. The Board and/or County Engineer, with the concurrence of the Board of County Commissioners, may

suspend with pay and benefits a County employee pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform his/her duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. and may include recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

(4) Dismissal. **EMPLOYEES MAY BE TERMINATED BY FRANKLIN COUNTY AT ANY TIME WITHOUT RESTRICTION AND WITHOUT RECOURSE. NOTHING IN THESE DISCIPLINARY PROCEDURES OR ANY OTHER PROVISION OF THIS POLICY IS TO BE CONSTRUED IN ANY WAY TO ALTER OR CHANGE THE EMPLOYER'S RIGHT TO DISMISS OR TERMINATE AT WILL ANY EMPLOYEE WITHOUT RESTRICTION AND WITHOUT RECOURSE.**

SECTION XVI - GRIEVANCE PROCEDURE

A. PURPOSE. Franklin County recognizes the need for fairness and justice in the adjudication of employee grievances. **This grievance procedure does not apply to employees who have been terminated pursuant to the employment at will status of employees covered by this Personnel Policy. Thus, an employee may be terminated by Franklin County at any time without restriction and without recourse.** A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Personnel Policy. Grievances may be heard at any time where practical and feasible. Time limitations provided are essential to the prompt and orderly resolution of any grievance. No grievances shall be valid unless said grievance is submitted at Step 1 within five (5) working days from its occurrence. If a grievance is not presented within five (5) working days from its occurrence, said grievance shall be waived and forever lost. This grievance procedure does not apply to employees who have been terminated by Franklin County.

NOTE: **EMPLOYEES MAY BE TERMINATED BY FRANKLIN COUNTY AT ANY TIME WITHOUT RESTRICTION AND WITHOUT RECOURSE. NOTHING IN THIS GRIEVANCE PROCEDURE OR ANY OTHER PROVISION OF THIS POLICY IS TO BE CONSTRUED IN ANY WAY TO ALTER OR CHANGE THE EMPLOYER'S RIGHT TO DISMISS OR TERMINATE AT WILL ANY EMPLOYEE WITHOUT RESTRICTION AND WITHOUT RECOURSE.**

B. The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's immediate supervisor within five (5) working days from its occurrence. The immediate supervisor shall respond in writing within ten (10) working days after receiving said grievance. If the grievance involves action taken by the department head then the grievance can be presented at Step 2.

Step 2: If the grievance is not resolved to the satisfaction of the employee at Step 1, then within five (5) working days of the response in Step 1, the grievance, in written form, shall be presented to the County Engineer. Thereafter, the County Engineer shall respond in writing to the employee within ten (10) working days after receipt of the grievance.

Step 3: If the grievance is not resolved to the satisfaction of the employee at Step 2, then within ten (10) working days of the response at Step 2, above, the grievance, in written form, shall be presented to the Board of County Commissioners. The parties shall arrange a meeting between the aggrieved employee, County Engineer and the Board and County representatives within ten (10) working days for resolution of the issue. The Board of County Commissioners shall issue their determination and findings in writing within ten (10) working days of the meeting before the Board. The Board's decision shall be final and binding on all parties.

C. This grievance procedure is the exclusive recourse of an employee who believes they have a grievance.

D. The parties can extend the time limits contained herein by mutual written agreement.

SECTION XVII - GENERAL WORKING CONDITIONS

A. HOURS OF WORK.

(1) The normal work day shall be determined from time to time by the Board of County Commissioners. The County Engineer may make recommendations to the Board but the Board shall make the final determination of normal working hours.

(2) The normal work week shall be determined from time to time by the Board of County Commissioners. The County Engineer

may make recommendations but the final decision shall be made by the Board of County Commissioners.

(3) Employees required to work in excess of forty (40) hours in a work week will receive overtime pay and the rate of compensation shall be at time and one-half (1-1/2) their normal hourly rate. Overtime is subject to the prior approval of the County Engineer. These overtime provisions do not apply to the County Engineer, administrative assistants and/or any other employees who are exempted from the overtime provisions of the Fair Labor Standards Act such as executive, administrative and professional employees. These overtime exempted employees are not entitled to overtime and are not entitled to compensatory time off. These employees may be required by the County Engineer to work beyond normal hours. However, the County Engineer may, from time to time, allow straight time off subject to the approval of the Board of County Commissioners.

(4) The normal work day and/or work week may be altered or changed by the Board of County Commissioners.

(5) FLSA exempted positions are compensated on the basis of a forty (40) hour work week assumption and are not entitled to overtime. Non-FLSA personnel are compensated on the basis of a forty (40) hour work week.

(6) Road Supervisors will receive overtime, usually in emergencies, when supervising a crew subject to prior authorization by the County Engineer, Assistant County Engineer or Road Superintendent.

B. SAFETY. All employees are responsible for following applicable health and safety precautions on the job.

(1) Each employee is responsible to use safety equipment and clothing as required and to comply with safety rules and procedures.

(2) Division administrators and supervisors are responsible for assuring safe working conditions and compliance with safety standards at each work site.

C. TRAINING. The County, subject to budgetary constraints, may provide training opportunities to employees to help build employee skills directly related to their jobs.

D. EMPLOYEE WORK ASSIGNMENTS. Covered employees are subject to the general control and direction of the County Engineer. Employees shall perform work as directed by the County Engineer. Covered employees shall work at such job sites and perform such services as the County Engineer deems appropriate.

SECTION XVIII - SEXUAL HARASSMENT

Sexual harassment of any employee by any other employee is prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or 3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Any employee who believes he/she is being sexually harassed is strongly encouraged to seek immediate assistance from the County Engineer. The grievance procedures established in Section XVI may also be used on either a formal or informal basis. Any report of sexual harassment will be investigated immediately and confidentially, and appropriate action taken in order to protect all parties involved from further harassment, retaliation or false accusations.

SECTION XIX - DEPARTMENT WORK RULES

The Highway Department is responsible for developing and distributing to its employees specific work rules and procedures to be followed in that department. These work rules should address issues such as work schedules (starting/quitting times and optional work schedules, if any); fifteen (15) minute breaks; smoking and eating at the work site; calling in sick; options, if any, for making up time lost for medical appointments; and the handling of confidential material. Departmental work rules are subject to approval by the Board of County Commissioners prior to implementation in order to ensure conformity with budgetary limitations and in order to meet the operating needs of the County.

SECTION XX - NON-DISCRIMINATION

It is Franklin County's policy to employ, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, religion, national origin, pregnancy, age, marital status, or

sensory, mental and/or physical handicap except where the doctrine of business necessity or a bona fide occupational qualification can reasonably be established.

SECTION XXI - AMENDMENTS

The Board of County Commissioners may add to, delete, modify or amend, from time to time, these Personnel Policies. The County Engineer is entitled to make recommendations as to changes in the Personnel Policies but the Board of County Commissioners shall make the final determination as to whether the change in policy shall be adopted.

SECTION XXII - REPEALER

As of the date of adoption of this Personnel Policy by the Board of County Commissioner, any and all prior Personnel Policies are hereby repealed and superceded by this Personnel Policy.

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

September 20, 1988
BG-88-102

Gail Cannon
6304 W. Melville
Pasco, WA 99301

Dear Mrs. Cannon:

This letter is in response to your request dated September 15, 1988, for copies of CRP information.

We wish to inform you of a 25 cent per sheet copying charge in accordance with Resolution 84-99. The copies requested would amount to approximately $400.

All CRP files are available for your review in our office during our working hours. Copies could then be made of those sheets which you feel copies are necessary.

Please advise us of your preference on the above-referenced matter. Also, would you please clarify what you want when you say "all other information relating to the operation of your facility."

Sincerely,

Bruce A. Gilkeson, P.E.
Franklin County Engineer

BAG/ler
cc: Franklin County Commissioners
Franklin County Prosecutor's Office
Raelene Cuillier

FRANKLIN COUNTY

PLANNING DEPARTMENT

ROBERT H. BOOTHE, Planning Director (509)545-352

1016 North Fourth, Pasco, Washington 99301

September 20, 1988

Gail Cannon
6304 Melville Road
Pasco, WA 99301

RE: Deschanes Subdivision

Dear Ms. Cannon:

I am in receipt of your letter dated September 15, 1988, regarding the above referenced matter. As I have stated to you previously, there are no files in this office pertaining to subdivisions prior to 1961. (Deschanes Subdivision was processed in 1957 and the plat was recorded in 1958.)

You have visited my office and obtained copies of the minutes of the Planning Commission meetings where they reviewed Deschanes Subdivision. Beyond that, this office has no other records relating to this subdivision.

Sincerely,

Robert H. Boothe

Robert H. Boothe, Director
Franklin County Planning Department

cc: Board of County Commissioners
County Engineer
Prosecutors Office
File

INTERLOCAL AGREEMENT CREATING

THE

WASHINGTON COUNTIES RISK POOL

THIS AGREEMENT is made and entered into by and among the several counties organized and existing under the Constitution and laws as political subdivisions of the State of Washington which are parties signatory to this Agreement (Collectively "Member Counties", and individually "Member County"):

RECITALS

WHEREAS, counties in the State of Washington have experienced a trend of vastly increased insurance premiums for the renewal of identical insurance policies, fewer insurance carriers are willing to provide counties with insurance coverage, and some counties are unable to obtain desired insurance coverage; and

WHEREAS, Chapter 48.62 RCW grants local governmental entities, including counties, maximum flexibility to enter into agreements with each other to provide joint programs, which include programs of joint purchasing of insurance, joint self-insuring, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, each of the member counties desires to join together with the other member counties for the purpose of pooling self-insured losses and jointly purchasing excess insurance and administrative services; and

WHEREAS, it appears economically feasible and practical for the member counties to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements contained herein, the member counties agree as follows:

Article 1
Definitions

The following definitions shall apply to the provisions of this Agreement:

(a) "Pool" shall mean the Washington Counties Risk Pool created by this Agreement by the member counties.

(b) "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Pool.

(c) "Insurance" shall mean both liability and property self-insurance through a funded program and/or a commercial insurance contract. Liability insurance shall include without limitation coverage for claims arising from the negligent or other tortious conduct of the member counties, their officers, employees, or agents, or any error or omission on the part of the member counties, their officers, employees or agents, as a result of which a claim may be made against a member county.

(d) "Umbrella Insurance" shall mean that insurance purchased on behalf of the Pool over and above the amount of claims to be satisfied directly from the Pool's resources.

(e) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Pool.

(f) "Board of County Commissioners" shall mean the govern mental authority empowered to act under the provisions of Chapter 36.32 RCW or a charter adopted by any county of the State of Washington.

Article 2
Purpose

This Agreement is entered into for the purpose of authorizing the creation of the Washington Counties Risk Pool, which shall be organized under Chapters 48.62 and 39.34 RCW to provide to 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.

Article 3
Parties to Agreement

Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also certifies that the cancellation or withdrawal of any party shall not affect this Agreement nor such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties.

Article 4
Duration of Agreement

This Agreement shall become effective when signed by ten member counties and filed with the Secretary of State. This Agreement shall have perpetual duration unless terminated as hereinafter provided.

Article 5
Membership Composition

Pool membership shall be limited to the several counties of the State of Washington and shall not include other local governmental entities. The Board of Directors of the Pool shall provide for the reasonable admission of new member counties. New members shall pay a reasonable share of the organizational expenses of the Pool and the costs necessary to analyze their loss data and determine their premiums, as determined by the Executive Committee.

Article 6
Nature of Pool

The Pool shall be an association of member counties independent of all other associations of which the counties are members. All income and assets of the Pool, including surplus funds, shall be at all times dedicated to the exclusive benefit of its members and used solely for Pool purposes.

Article 7
Powers of Pool

The Pool shall have the powers and functions to do the following:

(a) Contract or otherwise provide for risk management and loss control services;

(b) Contract or otherwise provide legal counsel for the defense of claims and/or other legal services;

(c) Consult with the Washington State Insurance Commissioner and State Risk Manager;

(d) Jointly purchase insurance coverage in such form and amount as the Board of Directors may determine; and

(e) Possess any other powers and perform all other functions reasonably necessary to carry out the purposes of Chapter 48.62 RCW.

Article 8
Organization

(a) Board of Directors. The Pool shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member county. Directors and Alternate Directors shall be officers or employees of member counties, and shall be appointed by and serve at the pleasure of the Boards of County Commissioners of member counties. Alternate Directors shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member county's Director when such Director is absent from the meeting. Each Director or Alternate Director shall have one vote. Proxy votes from Directors and Alternates not in attendance at a meeting shall not be permitted.

(b) Officers. The Board shall elect officers to govern the Pool.

(c) Meetings. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. Pursuant to RCW 48.62.110, the Board shall provide for private meetings to consider litigation and settlement of claims.

Article 9
Administrator

The Board shall employ an Executive Director, who shall be given general administrative responsibility for Pool activities including risk management, claims handling and administrative services.

Article 10
Pool Responsibilities

The Pool shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide for the management and operation of the Pool;

(b) Provide for umbrella coverage for the member counties;

(c) Provide reinsurance coverage for those claims which the Pool plans to self-insure, such coverage to be effective only in the event of the exhaustion of the Pool's resources for a given fiscal period;

(d) Establish deductibles and/or limits to any coverage that is provided;

(e) Provide an annual report of the operation of the Pool to the member counties, the State Risk Manager, and the State Insurance Commissioner; and

(f) Provide for other services as deemed necessary by the Board in order to carry out the purposes of this Agreement.

Article 11
Member County Responsibilities

Member Counties shall have the following responsibilities:

(a) The Board of County Commissioners shall appoint a Director and at least one Alternate Director to the Board;

(b) Each County shall appoint an employee of the County to be responsible for the risk management function within that County ("County Risk Manager"), and to serve as a liaison between the County and the Pool as to risk management;

(c) Each County shall maintain an active safety officer ("County Safety Officer") and committee, and shall consider all recommendations of the Pool concerning the development and implementation of a loss control policy to prevent unsafe practices;

(d) Each County shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Pool's loss reporting system;

(e) Each County shall pay its premium and any readjusted amount promptly to the Pool when due. After withdrawal or termination, each County shall pay promptly to the Pool its share of any additional premium and accrued interest;

(f) Each County promptly shall provide the Pool with such other information or assistance as may be necessary for the Pool to carry out its responsibilities under this Agreement; and

(g) Each County shall in any and all ways cooperate with and assist the Pool, and any insurer of the Pool, in all matters relating to this Agreement and covered losses, and shall comply with all Bylaws, rules and regulations adopted by the Board.

Article 12
Financing

(a) Initial Premiums. After the effective date of this Agreement, but prior to the effective date of joint self-insurance, the Board shall adopt fair and reasonable coverages, initial premiums, precise cost allocation plans and formulae, the

pro forma financial statement of the Pool and the amounts and types of excess insurance to be procured. The effective date of joint self-insurance shall be determined by the Board, and shall be no later than January 1, 1989.

(b) Subsequent Premiums. Premiums shall be fairly and reasonably adjusted as determined by the Board after considering actuary studies at the end of the first year of operation and annually thereafter.

(c) Premium Payments. Member counties shall pay their premiums promptly when due, and reasonable interest on overdue payments.

Article 13
Budget and Records

(a) Budget. The Board shall establish and maintain annual budgets for the operation of the Pool.

(b) Audit Report. The Board shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the Pool shall be open to inspection at all reasonable times by Directors. The Pool shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of the Pool, including an annual audit of the accounts and records of the Pool, shall be provided to each Director.

Article 14
Joint Self-Insurance

(a) Self-Insurance. The Pool shall provide joint self-insurance coverage for liability claims arising from the negligent or other tortious conduct of the Pool and member counties, and their officers, employees or agents, or any error or omission on the part of the Pool and member counties, and their officers, employees or agents. The Pool may also provide joint self-insurance coverage for property of the Pool and member counties. The Pool may obtain umbrella insurance or reinsurance or join in other risk sharing pools. Joint self-insurance coverage shall be subject to exclusions and limitations determined by the Board.

(b) Contingent Liabilities and Retroactive Assessments. Pursuant to RCW 48.62.060, each member county shall have contingent liability for the liabilities of the Pool in the event the assets of the Pool are not sufficient to cover its liabilities. Deficits of the pool shall be financed through fair and reasonable retroactive assessments levied against each member county as determined by the Board. Retroactive assessments shall be added to the annual premiums.

Article 15
Subrogation

In the event the Pool pays any claim on behalf of a member county, the Pool shall be subrogated to the extent of such payment to all the rights of the member county against any person or other entity legally responsible for damages arising under the claim. Member counties shall render all reasonable assistance, other than pecuniary assistance, to effect recovery on the subrogated claim.

Article 16
Cancellation and Withdrawal

(a) Cancellation. A member county's participation in this Agreement and the Pool may be cancelled at any time by an affirmative vote of three-quarters of the entire Board for (1) failure to make full and timely premium payments; (2) failure to adequately fulfill the requirements of the risk management program; (3) failure to notify the Pool of incidents, claims, and lawsuits as may be required; or (4) failure to fulfill the cooperation and other requirements of the insurance agreement. The effective date of cancellation shall be six months after the date of Board action. Until the effective date, the cancelled member county shall still benefit from the Pool's services.

(b) Withdrawal. No member county may withdraw for sixty months after joining the Pool. After the initial sixty month period, a member county may withdraw at the end of any Pool fiscal year, provided it has given the Pool a twelve-month written notice of its intent to withdraw.

(c) Effect of Cancellation and Withdrawal. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement. No withdrawing or cancelled member county shall be entitled to payment or return of any premium, property contributed to the Pool or to any distribution of assets.

(d) Unpaid Liabilities. The cancellation or withdrawal of a member county shall not terminate its responsibility to contribute its share of premiums or assessments until all claims and other unpaid liabilities covering the period of its membership have been finally resolved and the Board has determined the final amount of payments due from the withdrawing or cancelled member county for the period of its membership.

Article 17
Termination

(a) Initial Period. This Agreement may be terminated any time during its first sixty months by the written consent of the Boards of County Commissioners of all member counties. After the

first sixty months, this Agreement may be terminated by the written consent of the Boards of County Commissioners of three-fourths of the member counties. Upon termination, this Agreement and the Pool shall continue for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Pool.

(b) Distribution of Assets. Upon termination, assets of the Pool shall be distributed to terminating member counties proportionate to their premium payments and property contributions made during the last thirty-six (36) months of the Pool. The Board shall distribute the assets to terminating member counties within six (6) months after the disposition of the last pending claim or loss covered by the Pool.

(c) Contingent Liabilities. Upon termination, the Board shall wind up and dissolve the business affairs of the Pool. The Board shall determine, and member counties shall pay, each county's fair share of any additional premium amounts necessary for final disposition of all claims and losses covered by the Pool. A member county's share of such additional premiums shall be determined in the same manner as that provided hereinabove for annual premiums, and shall be treated as if it were the next year's annual premium for that county.

Article 18
Property of Pool

The Pool shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of its member counties.

Article 19
Notices

Notices to member counties shall be sufficient if mailed postage prepaid to the Board of County Commissioners of the respective member counties at such addresses as may be given in writing to the Pool.

Article 20
Amendments

This Agreement may be amended at any time by the written approval of the Boards of County Commissioners of all member counties.

Article 21
Prohibition Against Assignment

No county may assign any right, claim or interest it may have under this Agreement. No creditor, assignee or third-party beneficiary of any county shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Pool.

Article 22
Enforcement

The Pool may enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any present or previous member county, the prevailing party shall receive such sums as the court may fix as reasonable attorneys' fees and costs in the action.

Article 23
Default

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Pool has given the member county written notice of such failure, the member county shall be in default hereunder. Upon default, the Pool may immediately cancel the member county's membership effectively immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Pool are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

Article 24
No Waivers

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

Article 25
Severability

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Article 26
Time

Time is of the essence in this Agreement and each and every provision hereof.

Article 27
Headings

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

Article 28
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Article 29
Counterpart Copies

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Article 30
Agreement Complete

The foregoing constitutes the full and complete agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by authorized officials thereof on the dates indicated.

* *

INTERLOCAL AGREEMENT CREATING

THE

WASHINGTON COUNTIES RISK POOL

Interlocal Agreement creating Washington Counties Risk Pool approved this 21 day of SEPTEMBER, 1988.

FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce D. Whitemarsh

Member

Member

Constituting the Board of
County Commissioners of
FRANKLIN County, Washington

Attest:
Deputy Auditor
by Susan E. Soto - Dep. Aud.
Clerk of the Board

Approved as to Form:
(Deputy) Prosecuting Attorney
for Robert A. Ellis

ACCEPTED BY THE POOL this
_____ day of _____, 1988.

By: _____
Executive Director

ADDENDUM TO INTERLOCAL AGREEMENT CREATING THE WASHINGTON COUNTIES RISK POOL

This Addendum is made and entered into between Franklin County, Washington, a political subdivision of the State of Washington, and the member counties of the Washington Counties Risk Pool.

RECITALS

1. Pursuant to Chapters 48.62 and 39.34 R.C.W., Franklin County has, together with other Washington Counties, acted to establish a Risk Pool for the mutual benefit of the member counties;

2. Franklin County desires to execute the proposed Interlocal Agreement and enter the pool subject to amendment of the Interlocal Agreement by this Addendum; and

3. The other member counties of the Risk Pool desire to have Franklin County enter the Risk Pool subject to the amendments contained in this Addendum.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreement contained herein, and in the Interlocal Agreement Creating The Washington Counties Risk Pool, Franklin County and the other member counties agree as follows:

1. Notwithstanding any provision contained in the Interlocal Agreement Creating The Washington Counties Risk Pool, including but not limited to Article 30, this Addendum amends said Interlocal Agreement. In the event of any conflict between the terms of this Addendum and the Interlocal Agreement, the terms of this Addendum shall control.

2. The Risk Pool shall have the additional obligation of securing for the benefit of Franklin County continuing or "tail" coverage to become effective upon the termination of Franklin County's existing claims made liability insurance policies, both coverage provided and premium cost to be acceptable to Franklin County at its sole discretion. This coverage may be through the Risk Pool or a commercial carrier. Said coverage shall be purchased or provided not later than December 1, 1988, with an effective date as stated above. In the event the Risk Pool is unable or unwilling to obtain such coverage, Franklin County may terminate its obligations under the Interlocal Agreement and withdraw from the Risk Pool. Franklin County shall give written notice of its intent to terminate its membership in the Risk Pool for failure of the condition in this paragraph 2 no later than December 15, 1988. Termination notice shall be delivered by first class United States mail, postage prepaid and shall be effective five days after it is posted. If Franklin County fails to give timely notice of termination pursuant to this

paragraph then Franklin County's right to terminate shall be deemed waived. Upon such termination and withdrawal, all monies previously paid to the Risk Pool or deposited with the Risk Pool shall be refunded and returned to Franklin County.

3. Franklin County may terminate its obligations to and withdraw from the Risk Pool if its first year premium costs exceed One Hundred Forty-Eight Thousand Five Hundred Dollars ($148,500.00). Franklin County shall give written notice of its intent to terminate its membership in the Risk Pool for failure of the condition in this paragraph 3 no later than sixty (60) days after it receives written notice that its first year's premiums shall exceed $148,500. Franklin County's obligation for payment of premiums shall be prorated to the effective date of termination as set forth in this paragraph 3. This premium limit shall be exclusive of any premium cost for the continuing or "tail" coverage described in paragraph 2 of this Addendum.

4. Franklin County's premium shall be payable as follows:

a. One-third of the first year's premium shall be paid upon acceptance of the Interlocal Agreement together with this Addendum. The remaining first year's premium shall be paid in four equal installments payable on or before January 1, 1989; April 1, 1989; July 1, 1989; and October 1, 1989.

b. Subsequent years premiums shall be payable in four equal installments payable on January 1; April 1; July 1, and October 1, of each year.

Addendum to Interlocal Agreement Creating the Washington Counties Risk Pool approved this 21 day of September, 1988.

Franklin County, Washington

Chairman

Bruce A. Whitmarsh

Member

Member

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

Attest: Neva J. Corkrum Auditor
by Susan E. Sothern Deputy
Clerk of the Board

Approved as to Form:

Craig J. Dawes

Deputy Prosecuting Attorney

for Robert A. Ellis

ACCEPTED BY THE POOL this

____ day of _____, 1988.

By: _____
Executive Director

BOARD OF COUNTY COMMISSIONERS

FRANKLIN COUNTY, WASHINGTON

RESOLUTION NO. 88-94

A RESOLUTION of the Board of County Commissioners of Franklin County, Washington, approving the terms of the interlocal agreement providing for the creation of the Washington Counties Risk Pool; authorizing and directing the members of the Board to execute the agreement on behalf of the County and deliver it to the appropriate party; approving payment of the County's premium; establishing and funding a cumulative reserve fund for claims payment; and appointing the County's representatives in matters relating to the Pool.

WHEREAS, an interlocal agreement ("Agreement") providing for the creation of the Washington Counties Risk Pool ("Pool") has been submitted to the Board for its review and approval, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the creation of the Pool pursuant to Chapter 48.62 RCW and Chapter 39.34 RCW to provide a joint protection program for the benefit of counties; and

WHEREAS, the Board has determined that it is in the best interest of the County to become a member of the Pool and to participate in the joint self-insurance and other programs provided by the Pool;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Franklin County, Washington, as follows:

1. The Board hereby approves the terms of the Agreement, PROVIDED, the Agreement is amended as set forth in the attached Addendum, and authorizes and directs the members of the Board to execute the Agreement and Addendum on behalf of the County and deliver said documents to the offices of the Washington State Association of Counties.

2. The Board hereby approves the payment to the Pool in the sum of One Hundred Thirty-Five Thousand Four Hundred Six and 50/100 Dollars ($135,406.50), representing the county's first year's premium and reserve amounts. Said sum is to be paid as follows:

a. One-third of said sum immediately upon execution of the proposed Interlocal Agreement, together with the Addendum proposed by Franklin County;

b. One-fourth of the remaining amount in four equal installments payable on or before January 1, 1989; April 1, 1989; July 1, 1989; and October 1, 1989.

3. The board hereby establishes a cumulative reserve fund authorized by RCW 36.33.065 for claims, which shall be used for paying claims against the County. Such claims fund shall be reimbursed from any County funds or other funds under the jurisdiction or control of the County Treasurer or County Auditor budgeted for such expenditures. The deposits shall be made in the exact amount of the vouchers paid from the claims fund. By October 1, 1988 an amount of Five thousand Dollars($5,000.00) shall be transferred to and deposited in the fund from Road Department Fund and Current Expense Fund.

4. As required by the proposed Bylaws of the Pool, the Board hereby appoints Bruce Whitemarsh as the County's representative and Ken Miller as the County's alternate representative to the Board of Directors of the Pool, appoints Don Carter as the County Risk Manager, and appoints Merle George as the County Safety Officer. The County's representatives are hereby authorized to exercise the County's voting rights in the Pool pursuant to the terms of the Agreement and Bylaws and to act on behalf of the County with respect to all matters pertaining to the Pool.

ADOPTED and APPROVED by the Board of County Commissioners of Franklin County, Washington, at a regular meeting thereof this 21 day of September, 1988, the following Commissioners being present and voting:

Franklin County, Washington

Chairman

Bruce M Whitemarsh

Member

Ken Miller

Member

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

Attest: Neva J. Corkrum Auditor
by Susan E Kottke - Dep Aud.
Clerk of the Board

I, Neva J. Corkrum, Clerk of the Board of County Commissioners of Franklin County, Washington, hereby certify that the attached copy of Resolution No. 88-94 is a true and correct copy of the original resolution as it appears in the minute book of the Board of County Commissioners.

DATED this 21st day of September, 1988.

Neva J. Corkrum - Auditor
by Susan E Kottke - Dep Aud.
Clerk of the Board

RESOLUTION NO. _____

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

September 21, 1988

Mr. Jamie Marcelo
4636 East Marginal Way South #108
Seattle, WA 98134

Dear Mr. Marcello:

We, the County Commissioners of Franklin County, support the work being done by the Washington Human Development department and encourage the continuation of the Migrant and Seasonal Farm Worker Program #402. This program is needed to continue the training for todays farming techniques.

Sincerely,

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

(absent)
Harold N. Mathews

Bruce D. Whitemarsh

Ken Miller

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 26, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was on vacation.

The vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Limited G/O Benton-Franklin Health Department Warrant Nos. 1-3, $1,721.74; Jail Commissary Warrant Nos. 215-217, $911.97; Benton-Franklin Mental Health Warrant 15, $446.28; Sheriff's Narcotic Trust #175 Warrant Numbers 79-81, $130.81; Law Library Warrants No. 250=253, $494.26; K-9 Sheriff's/Misc. Fund #606 Warrant No. 4, $30.00; Benton-Franklin County Fair Warrant Nos. 99-114, $53,965.15; Benton-Franklin Counties Fairground Warrant Nos. 156-159, $783.78; Current Expense Warrant Nos. 26009-26189, $111,444.48.

The Board met with Mary Lou Storkel. She asked why the accrual of leave was different on the Highway Department's Personnel Policy as compared to the Courthouse Personnel Policy. They would be accruing annually whereas the Courthouse was monthly. Her computer program is set up for the Courthouse method and would require reprogramming to add the Highway Department's method. She felt they should be the same accrual method. The Board was not sure why; however, they would check with Bruce Gilkeson and discuss the matter with Tony Menke.

10:00 a.m. Mr. Whitemarsh convened the public hearing on the advisability of surplus sale of equipment and property owned by Franklin County. Present: Mr. Whitemarsh, Mr. Miller, Mr. Gilkeson, Mrs. McLaughlin. No public in attendance. Mr. Gilkeson gave the Board a copy of the equipment for sale (this is the same notice presented before). The Board questioned the roll bar assembly (no longer needed as the tractor now has a cab); x-ray machine - there should be no guarantee that it works; weed tanks were too rusty to use as water tanks. No other items can be added to this list from Franklin County; however, items may be removed at the County's discretion. Mr.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for September 26, 1988

Gilkeson will get in touch with Adams County and the Irrigation District to see if they would like to have a combined auction. He would let the Board know when a date is selected for the auction. Mr. Whitemarsh closed the meeting.

Mr. Gilkeson brought up the letter from Gail Cannon concerning positions and salaries. The Board advised him that positions and salaries may be given; however, no names should be given out with this information as this would violate the employee's rights.

Mr. Gilkeson presented the contract for the CRP 457 & 459 Mountain Vista Road project. Mr. Whitemarsh signed as Vice Chairman. Mr. Gilkeson advised that they might be starting next week.

Mr. Gilkeson advised that they did have a procedure review by the State. There was only one area that was faulted: on a three page computation sheet the inspector failed to initial one page.

Mr. Gilkeson advised that they would be grading and graveling the Deschane Subdivision today. Traffic counters were placed in the Deschane area last week. However, it was very noticeable that a counter had been tampered with; therefore, they could not evaluate the usage.

Mr. Gilkeson advised that he would be looking at a used CAT grader. It is very similar to what we now use.

Mr. Gilkeson requested permission to obtain a bump disc. This disc is now being used by CRAB and would facilitate our work. The Board felt this was a needed expenditure.

Mr. Winebarger requested a warning sign, slow trucks, be placed on Glade Road near his access. Mr. Gilkeson advised that the past practice has been if the item is not an everyday occurrence but seasonal they usually do not put up the signs. He will contact Mr. Winebarger and discuss it with him.

Mr. Miller asked Bruce about the Highway Department Personnel Policy accrual of

annual leave. Mr. Gilkeson advised that it is similar to the bargaining unit agreement. Mr. Miller advised that he would talk to Tony Menke about it.

11:00 a.m. Mr. Whitemarsh convened the public hearing for the short plat application by Clarence Chubb. Present: Mr. Whitemarsh, Mr. Miller, Mr. Boothe, Mr. Chubb and Mr. Locati. Mr. Chubb has requested to short plat 136 acres commonly known as that property located on the east side of Clarwalt Road, and approximately 1/4 mile, more or less, north of Selph Landing Road into two parcels. The Planning Commission had approved this short plat with four conditions. When asked, Mr. Chubb had no problems with condition number 4. Mr. Miller moved to accept the short plat application with the conditions stated by the Planning Commission. The Board, consisting of Mr. Whitemarsh and Mr. Miller, adopted Resolution 88-95, Short Plat S.P. 006-88 (Exhibit A).

Mr. Boothe advised that he has researched further concerning Gail Cannon's request. He said it looked like the files started being generated in 1961 and that the Building Inspector was acting secretary at the time. He has found some old files but nothing dealing with their request. He would let Gail Cannon know of his findings.

Mr. Miller advised Bob that they have received an invitation to attend the ECOS meeting being held in Connell. With just two days notice, the Board was unable to attend. Would it be possibly for Mr. Boothe to attend? Mr. Boothe would check his calendar.

Mr. Boothe has checked on the price of a scanner. We would be looking at $1800 to $2600 plus the cost of the different programs so it can be used on various computers. In his search Mr. Boothe has found an inexpensive machine that would take pictures of maps and place it in the computer. He would look into this further.

Mr. Carter and Mr. Small advised the Board that since Mr. Small was still in training and being paid by the State it is required that his position have a first-line supervisor. Since the remainder of the duties of the Building Superintendent were given to Mr. Carter, the Board asked if Mr. Carter would be willing to assume the duty as

supervisor of Building Inspector. There would be no pay increase for this additional assignment. Again, this arrangement would be on a trial basis until the end of the year. Mr. Carter accepted the additional job responsibility. Mr. Carter's job title would not be Fire Marshall/Maintenance Supervisor/Supervisor of Building Inspector.

The Board met with Steve Hausmann. Mr. Hausmann wanted to let the Board know of a possible problem in the Correctional facility. The facility was experiencing leaks in the potable system. Mr. Hausmann felt it would be to the best interest of the County to have a small sections of the pipes analyzed to see what is causing the leakage: corrosion in the water or calcium deposits. Before the problem can be corrected, it would be best to see exactly what is causing the leaks. He suggested an independent consultant (Tom LaRong in Vancouver would be the closest) would offer the best solution. The Board thanked Mr. Hausmann for his concern and information and would talk to Captain Turner concerning this matter.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 3, 1988, as there would not be a quorum for Wednesday, September 28, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-95

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 006-88 **APPLICANT:** Clarence Chubb

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of Clarence Chubb and has recommended **APPROVAL** ~~DENIAL~~ of the preliminary short plat (subject to the following conditions) ~~for the following reasons~~:

SEE ATTACHED

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL**/~~DENIAL~~ of the above mentioned preliminary short plat.

DATED THIS 26th **DAY OF** September, **19**88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce D. Whitman
Member

Attest:

Don McLaughlin
Clerk of the Board

Member

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - CHUBB SHORT PLAT - FILE # S.P. 006-88

1. The surveyor shall shade in the "ponding area" in Lot 2 and reference the Auditors file number.

2. The surveyor check with the County Engineer on the closure on Lot 1.

3. The surveyor show on the final plat the easements requested by Big Bend Electric.

4. The owner or future owners of Lots 1 and 2 must contact the South Columbia Basin Irrigation District should they wish to re-establish the farm unit turnouts for irrigation water to the property.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 3, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was attending a transit seminar.

The Board received the certification of tax levies for 1989 for the school districts in Franklin County as required by R.C.W.84.52.020. The original was given to Zona Lenhard (Elections and Voter Registration).

A vacancy had occurred on the Mid-Columbia Regional Library Board by the resignation of Jean Longhurst. The Library Board did advertise this vacancy and only one person responded. After reviewing the qualifications of this individual, Mr. Miller moved to appoint Dr. Richard A. Zimmerman, 6312 Richardson Road, Pasco, to the Mid-Columbia Regional Library Board. Mr. Whitemarsh seconded. The Board, comprised of Mr. Miller and Mr. Whitemarsh, adopted Resolution 88-93, Appointment to the Mid-Columbia Library Board of Trustees. The resolution will be sent to the Benton County Commissioners for their review and adoption. When returned, a copy will be attached as Exhibit A as Page Number 878.

The Treasurer submitted a request for a loan from County Road to Current Expense in the amount of $300,000. The money is available from County Road for this loan. Mr. Miller moved to adopt a resolution allowing this loan; Mr. Whitemarsh seconded. The Board approved Resolution 88-97, Interfund loan from County Road Fund to Current Expense Fund in the amount of $300,000 for a period of 30 days to be repaid October 28, 1988 at an interest rate of 7.50% (Exhibit B). This would be effective September 29, 1988.

Mr. Miller had met with the representatives for the Area Agency on Aging September 28, 1988. He presented the information given to him to the Board. The requests for Franklin County was the same as presented by the Senior Citizens committee in July. After the Board had time to review these documents (Exhibit C), Mr. Miller made a motion to accept the Area Agency on Aging 1989-91 Area Plan. Mr. Whitemarsh seconded. The

Board of Mr. Miller and Mr. Whitemarsh approved Resolution No. 88-98, Approving Area Agency on Aging 1989-91 Area Plan for programs on aging in Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, and Asotin Counties, Planning and Service Area 09 (Exhibit D).

Mr. Miller had received a request from Pete Peterson, Benton-Franklin Juvenile Department, for a line item transfer to help defray the cost of the sewer repair. Mr. Miller moved to approve the transfer of $1,000 from capital outlay to maintenance; Mr. Whitemarsh seconded (Exhibit E).

The Board discussed the price of our new county flag. The total bill for 12 flags was $1,032.14. The Board felt the flags should sell for about $90.00. After talking to Bud Ellis, it was determined that sales tax would have to be collected; therefore the price of the flags would be $83.49 plus 7.8% sales tax of $6.51 -- $90.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Public present: James Stone and Dea A. Strand. Mrs. Strand and Mr. Stone were in to express their displeasure concerning the project at Road 60. At present there were rumors being spread about what the County has planned for Road 60 and Sylvester. Mrs. Strand wanted to find out exactly what was planned for this area and also to express her dissatisfaction with the Highway Department in their lack of communication with her on climbing her fence. She presented a petition, with 30 signatures, to the Board: "We the undersigned concerned citizens and taxpayers of Franklin County—hereby petition to our Franklin County Commissioners to hold a hearing with us regarding the proposed road expansion at the corner, south side, of Road 60 and the future intended project to widen all of Road 60 from corner of Road 60 south to Sylvester. We request that the County set aside this road project and purchase of said land until a hearing with the property owners of Road 60 takes place with our County Commissioners and the property owners have a voice to be heard in their county and concerning their land other than just paying

taxes" (Exhibit F). Mr. Gilkeson advised that he has no drawings for any future plans to Road 60 and that the project was on the six-year road program. Mr. Gilkeson advised that they were widening the intersection only and advised that it is on the six-year plan but there is no money for any work and he would be surprise if any money comes through anytime soon. A projected tentative plan was presented at the public hearing for the six-year road program.

Mrs. Strand asked about the weeds on Sylvester and Road 60. The Board advised that she should talk to the Weed Board.

Mr. Gilkeson presented vouchers for the Boards review and approve - County Road - $68,908.16 and MV&PW Equipment - $11,066.45. Mr. Gilkeson advised that he had received a call from a resident of Deschane Subdivision complaining about the rock that was laid being below standard and dirty, and wanted it removed. Mr. Gilkeson advised that it was the same gravel and gravel pit used by the County and he would not be removing it.

Mr. Gilkeson advised that he did look at a used grader. He has prepared specs for a grader that would include new or used graders. He presented a "Call for Bids" for the purchase of a motor grader. Mr. Miller made a motion to approve this call for bid; Mr. Whitemarsh seconded. The Board signed Mr. Gilkeson's call for bids (Exhibit G).

The parking lot at the Highway Department was brought up and the City required the lot to be paved. Also, the reason for this new building was pointed out that it brought his department together and it would cost him $5.50 sq.ft. to rent as compared to the $12.50 sq.ft. being charged at the Courthouse.

Mr. Miller advised that the Auditor had given him the 1989 preliminary expenditure budget. He gave a copy to each Board member. However, she did not have the preliminary 1989 revenues. As suggested, public hearings on the preliminary budget would begin October 17, 1989. Notices will be placed in the legal newspaper and the Tri-City Herald.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 3, 1988

The Board met with C. Harlan Johnson, indigent attorney, R. J. Thompson, indigent attorney, and Phil Osuna, translator. A proposal was made to hire one additional interpreter. The workload now is too much for one person to handle. Also, it was brought out that the present interpreter is underpaid compared to other areas. Presently, there is legislation being considered to bring this up to $30/hour. The Board requested that Mr. Osuna figure out hours and salaries and get back with them.

Mr. Ellis had prepared the amended Resolution No. 88-94. This resolution specifies the desired deductible amount in the insurance contract. Mr. Miller moved to adopt the Amended Resolution No. 88-94, Washington Counties Risk Pool (Exhibit H).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 26009-26347, Both Inclusive	- $259,010.53
COUNTY ROAD	-	Warrant Numbers 8099-8147, Both Inclusive	- 30,287.34
EQUIPMENT RENTAL	-	Warrant Numbers 4921-4938, Both Inclusive	- 5,611.21
PATHS & TRAILS	-	None	
B-F HEALTH BLDG	-	None	
LAW LIBRARY	-	None	
SHERIFF's NARCOT	-	None	
JAIL COMMISSARY	-	None	
SOLDIERS/SAILORS	-	None	
PA CRIME VICTIMS/	-	None	
K-9 SHERIFFS/MISC	-	None	
TRT (SWAT)	-	None	
CAPITAL OUTLAY	-	None	
ALCOHOLISM 2%	-	None	
MENTAL HEALTH	-	None	

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 3, 1988

PUBLIC HOSPITAL - None

CENTENNIAL
LICENSE PLATES - None

CEMETERY #1 - None

CEMETERY #2 - None

SALARY CLEARING - Warrants 2129-2163, Both Inclusive - 12,713.15

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 5, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. ~~88-305~~

FRANKLIN COUNTY RESOLUTION NO. 88-96

IN THE MATTER OF APPOINTMENT TO THE MID-COLUMBIA REGIONAL LIBRARY BOARD OF TRUSTEES:

WHEREAS, a vacancy has been created on the Mid-Columbia Regional Library Board through the resignation of Jean Longhurst whose term ends on December 31, 1993, and

WHEREAS, RCW 27.12.130 and RCW 27.12.190 states that the Board of County Commissioners shall appoint the members to the Board of Trustees of Inter-County Rural Library Districts; and

WHEREAS, Dr. Richard O. Zimmerman, 6312 Richardson Road, Pasco, Washington 99301, was the only individual interested in service on the Mid-Columbia Regional Library Board and the Boards of Commissioners of Benton and Franklin Counties did concur in the recommendation; and,

WHEREAS, Dr. Richard O. Zimmerman has expressed his interest and willingness to serve in this capacity; NOW THEREFORE,

BE IT RESOLVED that Dr. Richard O. Zimmerman be appointed to fill the vacancy created on the Mid-Columbia Regional Library Board, to fill the unexpired term of Jean Longhurst ending on December 31, 1993.

Dated this 10th day of October, 1988.

BOARD OF BENTON COUNTY COMMISSIONERS

R. E. Isaacson
Chairman

Robert L. Drake
Member

Ron Jones absent
Member

ATTEST:
Jean Deinty
Clerk to the Board

DATED this 3 day of October, 1988

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chairman

Bruce D. Whitmarsh
Member

Ken Miller
Member

Attest:

D. O. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-97

WHEREAS, Current Expense Fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road Fund, and

WHEREAS, an interfund loan from the County Road Fund to the Current Expense Fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Franklin County Treasurer hereby make an interfund loan from the County Road Fund to the Current Expense Fund in the amount of $300,000.00 for a period of thirty (30) days, to be repaid October 28, 1988, at an interest rate of 7.50%, effective September 29, 1988.

Signed this, the 3rd day of October, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce W. Whitmarsh
Member

Member

ATTEST:

D.O. McLaughlin
Clerk of the Board

1989 SUMMARY LISTING OF OBJECTIVES

COORDINATION/ADVOCACY

1. The Southeast Washington Area Agency on Aging in order to advocate for needed services within the eight counties of PSA 09, will have the Long-Term Care Planning Committees meet again to discuss services, issues, and present information to local elected officials. September 1989

2. The Southeast Washington Area Agency on Aging will continue to coordinate with local Aging and Adult Field Service Offices and the chore providers in order to analyze the need for the Individual Provider Program services and contracted chore services. Because of changes that have occurred in IPP and contracted chore, and the possible instatement of personal care services, the SEWAAA will review data for the need of chore services and advocate for appropriate personal care services and chore program. December 1989

3. The Southeast Washington Area Agency on Aging will coordinate with Region 2 Aging and Adult Field Service Offices in providing more information on alternatives to nursing home placements, and advocate for increasing the number of congregate care facility beds and adult family homes within the eight county area, as well as advocating for an increase in payment to CCFs and AFHs for state paid clients, as evidenced by meetings and letters of correspondence. November 1989

4. The Southeast Washington Area Agency on Aging will meet with local respite care providers (volunteer and paid services) in order to better understand caregivers and recipient service needs and advocate for expansion of DSHS respite programs statewide. This will be completed through meetings, collecting data, and providing information to advisory councils and legislators. May 1989

COORDINATION

1. The Southeast Washington Area Agency on Aging will coordinate with local hospital discharge planners and their social service departments, case managers, and other service providers in an attempt to aid in placing elderly patients from the hospital into nursing homes, other placement facilities, and/or community programs, i.e. COPES, as evidenced by informal meetings and data collection. December 1989

2. The Southeast Washington Area Agency on Aging will identify training needs of SEWAAA staff and I&A case managers and increase training options in order to better understand and deal with problems of the elderly population, as evidenced by documentation of training plans for SEWAAA staff and case managers. November 1989

3. The Southeast Washington Area Agency on Aging will work with individual contractors to develop other funding sources to fund priority services that have difficulty meeting SEWAAA targeting indicator percentages, but yet provide a needed service. December 1989

1989 SUMMARY LISTING OF OBJECTIVES (continued)

4. The Southeast Washington Area Agency on Aging will meet with mental health sponsors and providers in order to better coordinate mental health service with AAA case management services, and also to review what types of services for elderly persons can be and are funded through mental health services. November 1989

SERVICE DEVELOPMENT

1. The Southeast Washington Area Agency on Aging and Long-Term Care Planning Committees have identified adult day health and social day care programs as priority services needed within the planning and service area. Therefore, the Area Agency on Aging will increase support to informal caregivers by seeking funding for the development of adult day health and/or social day care services. December 1989

RESOURCE DEVELOPMENT

1. The Southeast Washington Area Agency on Aging will review the need to expand legal services functions within the eight county area and how best to provide those services (i.e. financial management, guardianships). SEWAAA will develop a plan of implementation and fund legal services accordingly. August 1989

2. The Southeast Washington Area Agency on Aging will work together with local providers within the PSA to develop and seek funding for special training and other support for caregivers. November 1989

3. The Southeast Washington Area Agency on Aging will solicit updated information on housing facilities and programs offered to the elderly population within PSA 09 as evidenced by development of a housing resource directory. June 1989

SPECIAL MANAGEMENT

1. The Southeast Washington Area Agency on Aging will work within the PSA with legislators, service providers, Aging and Adult Field Service Offices, and the advisory councils to identify, coordinate and advocate for a plan that will lead to a more integrated long-term care system, as evidenced by meetings, exchange of information, and position papers. December 1989

2. The Southeast Washington Area Agency on Aging will solicit information from nursing home providers as to solutions in placing "heavy-care" clients, recruiting nursing staff, and incentives that would aid in providing better care to nursing home residents, as evidenced by informal meetings and exchange of information. December 1989

3. The Southeast Washington Area Agency on Aging will develop an implementation plan on how to improve the Information and Assistance/Case Management (I&A/CM) Program within the eight county area as evidenced by the use of a special Case Management Review Committee. December 1989

1989 SUMMARY LISTING OF OBJECTIVES (continued)

4. The Southeast Washington Area Agency on Aging, having developed an I&A/CM Program implementation plan, will assist the case manager service providers in accomplishing the recommendations of this plan, as evidenced by incorporating methods into I&A policy and procedures. November 1989

5. The Southeast Washington Area Agency on Aging will complete a study of time allocated to each of the different types of case management clients (COPES, APS, regular CM, Title XIX, and insurance), as evidenced by a survey. Information collected will be utilized for possible development of unit rate contracts for case management services. December 1989

6. The Southeast Washington Area Agency on Aging will develop a plan for maximizing services funded by Title XIX (COPES, Adult Day Health, Personal Care) and redistribute Title III-B and Senior Citizen Services Act (SCSA) funding to other priority services in order to better target to those elderly persons most in need. July 1989

ADVOCACY

1. The Southeast Washington Area Agency on Aging will advocate for and support Aging and Adult Services Administration in obtaining the State Medicaid waiver to provide Title XIX Personal Care Services to those persons eligible and in need of these services as evidenced by meetings with legislators and letters of correspondence. June 1989

2. Due to the lack of nursing home beds and cost of nursing home care, the Southeast Washington Area Agency on Aging will advocate for the development of a preadmission screening method to be used to prescreen all nursing home clients prior to admission into a nursing home or congregate care facility. June 1989

SPECIAL INITIATIVE

1. The Southeast Washington Area Agency on Aging will acquire telecommunication devices (TDD) for the deaf to place in the Information and Assistance offices within the eight county area and assist deaf elderly persons living within the PSA in receiving TDD units to use in their homes. December 1989

SERVICE DELIVERY OBJECTIVES

This is a projection of service delivery objectives that represent targets for developing social and nutrition services in the P.S.A. for 1989.

Service	Service Area	Projection for Contract Year	
		Number Served	Units of Service
Information and Assistance	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin Counties	8,700	32,350 Contacts 5,490 Persons Assisted
Case Management	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin Counties	979	479 Regular Clients 300 COPES Clients 50 APS Clients 150 T-19 Clients
Adult Day Health SCSA	Yakima County	20	398 Service Days
Adult Day Health SSBG	Benton, Franklin Counties	40	1,850 Service Days
Geriatric Health Screening	Benton, Franklin, Walla Walla Counties	742	742 Persons
Health Appliance & Limited Health Care	Benton, Franklin, Walla Walla, Garfield, Yakima Counties	1,355	6,580 Treatments
Health Maintenance	Kittitas, Yakima, Benton, Franklin, Walla Walla, Asotin Counties	210	4,115 Visits
Legal Services	Kittitas, Yakima Counties	183	183 Cases
Meals - Congregate	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin Counties	4,775	193,692 Meals
a) Special Diets	Kittitas, Yakima, Benton, Franklin, Walla Walla, Garfield, Asotin Counties	175	15,900 Meals

SERVICE DELIVERY OBJECTIVES

This is a projection of service delivery objectives that represent targets for developing social and nutrition services in the P.S.A. for 1988.

Service	Location	Projection for Contract Year	
		Number Served	Units of Service
Meals - Home Delivered	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin Counties	2,245	232,479 Meals
a) Special Diets	Kittitas, Yakima, Benton, Franklin, Walla Walla, Garfield, Asotin Counties	900	67,775 Meals
Respite	Yakima County	65	3,976 Hours
Senior Employment	Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield Counties	14	14 Positions
Social Day Care	Yakima County	35	800 Service Days
SSBG Chore Service	Kittitas, Yakima, Benton Franklin, Walla Walla, Columbia, Garfield, Asotin Counties	1,400	160,000 Hours
Transportation	Kittitas, Yakima, Benton, Franklin, Columbia, Garfield, Asotin Counties	1,350	92,556 One-Way Trips 215,923 Vehicle Miles
Volunteer Services RSVP	Asotin County	72	2,876 Hours

RESOLUTION NO. 88.98

RESOLUTION APPROVING AREA AGENCY ON AGING 1989-91 AREA PLAN FOR PROGRAMS ON AGING IN KITTITAS, YAKIMA, BENTON, FRANKLIN, WALLA WALLA, COLUMBIA, GARFIELD, AND ASOTIN COUNTIES, PLANNING AND SERVICES AREA 09

WHEREAS, Franklin County is within the Planning and Service Area of the Yakima/Southeast Washington Area Agency on Aging, and

WHEREAS, Area Agencies are required by the Older Americans Act of 1965, as amended, to develop a comprehensive plan which is responsive to the needs of older adults, and

WHEREAS, such a plan was prepared and presented for review at a public hearing held September 28, 1988 in Franklin County before the Board of County Commissioners, and

WHEREAS, public comments were gathered and will be incorporated into the planning process,

NOW THEREFORE, BE IT RESOLVED, that the Yakima/Southeast Washington Area Agency on Aging 1989-91 Area Plan for Programs on Aging in Planning and Service Area 09, is hereby approved.

Dated this 3 day of October, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce A. Whitemarsh
Member

K. Mills
Member

Attest:

Clerk of the Board

Area Agency on Aging

1989 Area Plan Budget

Services		
Information & Assistance/Case Management		465,843
a) COPES Case Management		250,000
b) Title XIX Case Management		85,000
Nutrition	Congregate	392,868
	Home-Delivered	456,444
	USDA	360,000
Transportation		153,955
Respite		21,353
Health Maintenance		68,650
Foot Care		24,808
Health Screening		32,500
RSVP		750
Senior Employment		68,074
Day Health (SSBG)		51,526
Day Health		10,000
Social Day Care		12,000
Legal		11,000
SSBG Chore		1,300,000
	Total	$3,764,781
Training		3,000
AAA Administration		361,327
	Total	$4,129,108

8.75% Administration

SOUTHEAST WASHINGTON AREA AGENCY ON AGING
Funding Distribution Worksheet '89

	Asotin	Benton	Columbia	Franklin	Garfield	Kittitas	Walla Walla	Yakima	Total
IA/CM	34,508	V. 68,780 P. 20,100	28,949	58,278	($3000 T included) 29,500	32,764	71,750	121,214	465,843
NUTRITION	41,000	132,067 1/	18,383	53,000	17,581	83,727	125,564 1/	378,000	849,322
TRANSP.	17,500		13,500	7,000		23,335		51,620 41,000	153,955
HEALTH MAINTE-NANCE	($500 FC) 8,700	10,000		7,650		4,500	7,800	30,000	68,650
FOOT CARE		6,000		7,800	1,008		5,000	5,000	24,808
HEALTH SCREENING		16,000		11,500			5,000		32,500
RESPITE								21,353	21,353
RSVP	750								750
DAY HEALTH/ DAY CARE								10,000 12,000	10,000 12,000
TOTAL BY AAA FUND. FORMULA	102,458	252,947	60,832	145,228	48,089	144,326	215,114	670,187	1,639,181
Senior Employ.	0	12,704	4,150	5,042	4,150	5,250	8,300	28,478	68,074
USDA Cash	18,720	54,324	8,208	30,924	4,788	29,124	46,404	167,508	360,000
Day Health		25,763		25,763					51,526
Legal Serv.						2,000		9,000	11,000
SSBG Chore	67,600	196,170	29,640	111,670	17,290	105,170	167,570	604,890	1,300,000
COPES CM	13,000	37,725	5,700	21,475	3,325	20,225	32,225	116,325	250,000
XIX CM	4,420	12,826	1,938	7,302	1,131	6,876	10,957	39,550	85,000
Total of Addit. Services	103,740	339,512	49,636	202,176	30,684	168,645	265,456	965,751	2,125,600
GRAND TOTAL	206,198	592,459	110,468	347,404	78,773	312,971	480,570	1,635,938	3,764,781

1/ Move $500 from Walla Walla to Benton for home-delivered meals.

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

October 3, 1988

TO: PETE PETERSON, ASSISTANT ADMINISTRATOR

RE: Line Item Transfer Request

The Board has reviewed your request for a line item transfer of $1,000 from capital outlay to maintenance to help defray the cost from the sewer line damage.

This transfer does meet with our approval.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce M Whitmarsh
Member

Member

October 3, 1988

Attn.

Most of the signatories of these papers are daily workers. Please, in order to include as many as possible arrange an evening for us.

Thankyou

Merilltown
13/1 Rd 60
Pasco, WA

WE THE UNDERSIGNED CONCERNED CITIZENS AND TAXPAYERS OF FRANKLIN COUNTY---HEREBY PETITION TO OUR FRANKLIN COUNTY COMMISSIONERS TO HOLD A HEARING WITH US REGARDING THE PROPOSED ROAD EXPANSION AT THE CORNOR , SOUTH SIDE, OF ROAD 60 AND THE FUTURE INTENDED PROJECT TO WIDEN ALL OF ROAD 60 from CORNOR OF ROAD 60 SOUTH TO SYLVESTER. WE REQUEST THAT THE COUNTY SET ASIDE THIS ROAD PROJECT AND PURCHASE OF SAID LAND UNTIL A HEARING WITH THE PROPERTY OWNERS OF ROAD 60 TAKES PLACE WITH OUR COUNTY COMMISSIONERS AND THE PROPERTY OWNERS HAVE A VOICE TO BE HEARD IN THEIR COUNTY AND CONCERNING THEIR LAND OTHER THAN JUST PAYING TAXES----------

NAMES-Signatures	ADDRESS	DATE
VIRGIL STUTZMAN	Virgil Stutzman	5912 Park Pal, Pasco Wash
Dorthy Statzman	Dorthy Stutzman	5912 Portal Pasco
HOWARD V MILLER	Howard v Miller	5920 W Sylvester
Judy Crowner	Judy Crowner	6004 W. Lark, Pasco
AL CROWNER	Al Crowner	6004 W. PARK, Pasco
Lloyd Shaw	Lloyd Shaw	6005 W Park Pasco
Linda Shaw	LINDA SHAW	6005W Park Pasco
Mary Boyd	Mary Boyd	1012 Rd 60 Pasco
Fay Boyd	Fay E Boyd	1012 Rd 60 Pasco
Martha Cox	Don M. Cox	6007 Court St. Pasco

WE THE UNDERSIGNED CONCERNED CITIZENS AND TAXPAYERS OF FRANKLIN COUNTY---HEREBY PETITION TO OUR FRANKLIN COUNTY COMMISSIONERS TO HOLD A HEARING WITH US REGARDING THE PROPOSED ROAD EXPANSION AT THE CORNER , SOUTH SIDE, OF ROAD 60 AND THE FUTURE INTENDED PROJECT TO WIDEN ALL OF ROAD 60 from CORNER OF ROAD 60 SOUTH TO SYLVESTER. WE REQUEST THAT THE COUNTY SET ASIDE THIS ROAD PROJECT AND PURCHASE OF SAID LAND UNTIL A HEARING WITH THE PROPERTY OWNERS OF ROAD 60 TAKES PLACE WITH OUR COUNTY COMMISSIONERS AND THE PROPERTY OWNERS HAVE A VOICE TO BE HEARD IN THEIR COUNTY AND CONCERNING THEIR LAND OTHER THAN JUST PAYING TAXES----------

NAMES-Signatures	ADDRESS	DATE
Hattie M. Stone - Hattie M. Stone	5808 W. Court St.	9-29-88
JAME E. STONE - James E Stone	5808 West Court	9-29-88
Dea Strand - Dea A. Strand	1311 Rd 60	9-29-88
Helen Manderville — Helen Manderville	1023 Rd 60	9-29-88
Howard Manderville - Howard Manderville	1023 Rd 60	9-29-88
Margaret Shull - Margaret Shull	1004 Rd 60	9-29-88
Henry Shull - Henry Shull	1004 Rd 60	9-29-88
Herbert T. Olson - Herbert Olson	5921 W Sylvester	
Marie Olson - Marie Olson	5921 W. Syl.	9/29/88
VERDUN F SMITH - Verdun F Smith	1105 Rd 60	9/29/88
Ernestine M Smith - Ernestine M Smith	1105 Rd 60	9/29/88
FRED HARLIS - Fred Harlis	1111 Rd. 60	9/29/88
MICHAEL CHRISTIE - Michael Christie	1020 Rd 60	9/30
Connie L. Christie - Connie L. Christie	1020 Rd 60	9/30
Barbara Engel - Barbara Engel	1405 Rd 60	Pasco, Wa 99301
Edna M. Fadler	5921 Park Pl	Pasco, Wa 99301
JAMES F MATTHIESEN - James F Matthiesen	5920 w park Pl	
Debbie Hughes - Debbie Hughes	6004 W. Sylvester	9-30-88
Glenda Abercrombie - Glenda Abercrombie	6005 W. Sylveste	9-30-88

WE THE UNDERSIGNED CONCERNED CITIZENS AND TAXPAYERS OF FRANKLIN COUNTY---HEREBY PETITION TO OUR FRANKLIN COUNTY COMMISSIONERS TO HOLD A HEARING WITH US REGARDING THE PROPOSED ROAD EXPANSION AT THE CORNER , SOUTH SIDE, OF ROAD 60 AND THE FUTURE INTENDED PROJECT TO WIDEN ALL OF ROAD 60 from CORNER OF ROAD 60 SOUTH TO SYLVESTER. WE REQUEST THAT THE COUNTY SET ASIDE THIS ROAD PROJECT AND PURCHASE OF SAID LAND UNTIL A HEARING WITH THE PROPERTY OWNERS OF ROAD 60 TAKES PLACE WITH OUR COUNTY COMMISSIONERS AND THE PROPERTY OWNERS HAVE A VOICE TO BE HEARD IN THEIR COUNTY AND CONCERNING THEIR LAND OTHER THAN JUST PAYING TAXES----------

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Marie Olson - Marie Olson	5921 W. Syl.	9/29/88
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Barbara Engel - Barbara Engel	1405 Rd 60	Pasco, Wa 99301
Edna M. Sadler	5921 Park Pl	Pasco, Wa 99301
JAMES F MATTHIESEN - James F Matthiesen	5920 w park pl	
Debbie Hughes - Debbie Hughes	6004 W. Sylvester	9-30-88
Glenda Abercrombie - Glenda Abercrombie	6005 W. Sylveste	9-30-88

CALL FOR BIDS
FRANKLIN COUNTY
NEW OR USED MOTOR GRADER

NOTICE IS HEREBY GIVEN, by the Board of Commissioners, Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that sealed bids will be received until 10:00 a.m. on Monday, October 17, , 1988, at which time they will be opened and read for the purchase of the following:

NEW OR USED MOTOR GRADER

Specifications and additional information may be received at the Franklin County Engineer's Office, 3540 North Avenue "C", Pasco, Washington. Quotations must be on the forms provided by the County Engineer's Office and be attached to the County specifications.

Bidders shall also furnish information for the evaluation of the bid.

Bidders shall submit bid in separate sealed envelopes addressed to Franklin County Board of County Commissioners, Courthouse, Pasco, Washington 99301.

The Board of County Commissioners reserve the right to reject any or all bids and to select the bid deemed most advantageous to the County.

Signed this 3 day of October, 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

EXHIBIT H

BOARD OF COUNTY COMMISSIONERS

FRANKLIN COUNTY, WASHINGTON

AMENDED RESOLUTION NO. 88-94

A RESOLUTION of the Board of County Commissioners of Franklin County, Washington, approving the terms of the interlocal agreement providing for the creation of the Washington Counties Risk Pool; authorizing and directing the members of the Board to execute the agreement on behalf of the County and deliver it to the appropriate party; approving payment of the County's premium; establishing and funding a cumulative reserve fund for claims payment; and appointing the County's representatives in matters relating to the Pool.

WHEREAS, an interlocal agreement ("Agreement") providing for the creation of the Washington Counties Risk Pool ("Pool") has been submitted to the Board for its review and approval, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the creation of the Pool pursuant to Chapter 48.62 RCW and Chapter 39.34 RCW to provide a joint protection program for the benefit of counties;

WHEREAS, the Board has determined that it is in the best interest of the County to become a member of the Pool and to participate in the joint self-insurance and other programs provided by the Pool; and

WHEREAS, the Risk Pool has requested that this resolution be amended to specify the desired deductible amount in the insurance contract.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Franklin County, Washington, as follows:

1. The Board hereby approves the terms of the Agreement, PROVIDED, the Agreement is amended as set forth in the attached Addendum, and authorizes and directs the members of the Board to execute the Agreement and Addendum on behalf of the County and deliver said documents to the offices of the Washington State Association of Counties.

2. The Board hereby approves the payment to the Pool in the sum of One Hundred Thirty-Five Thousand Four Hundred Six and 50/100 Dollars ($135,406.50), representing the county's first year's premium and reserve amounts. Said sum is to be paid as follows:

a. One-third of said sum immediately upon execution of the proposed Interlocal Agreement, together with the Addendum proposed by Franklin County;

EXHIBIT H

b. One-fourth of the remaining amount in four equal installments payable on or before January 1, 1989; April 1, 1989; July 1, 1989; and October 1, 1989.

3. The board hereby establishes a cumulative reserve fund authorized by RCW 36.33.065 for claims, which shall be used for paying claims against the County. Such claims fund shall be reimbursed from any County funds or other funds under the jurisdiction or control of the County Treasurer or County Auditor budgeted for such expenditures. The deposits shall be made in the exact amount of the vouchers paid from the claims fund. By October 1, 1988 an amount of Five thousand Dollars($5,000.00) shall be transferred to and deposited in the fund from Road Department Fund and Current Expense Fund.

4. The Board further approves and selects a deductable amount of Five Thousand Dollars ($5,000.00) for the County's insurance contract.

5. As required by the proposed Bylaws of the Pool, the Board hereby appoints Bruce Whitemarsh as the County's representative and Ken Miller as the County's alternate representative to the Board of Directors of the Pool, appoints Don Carter as the County Risk Manager, and appoints Merle George as the County Safety Officer. The County's representatives are hereby authorized to exercise the County's voting rights in the Pool pursuant to the terms of the Agreement and Bylaws and to act on behalf of the County with respect to all matters pertaining to the Pool.

ADOPTED and APPROVED by the Board of County Commissioners of Franklin County, Washington, at a regular meeting thereof this 3 day of October, 1988, the following Commissioners being present and voting:

Franklin County, Washington

_____
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

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

Attest: Lola McLaughlin
Clerk of the Board

88.94

I, D. D. McLaughlin, Clerk of the Board of County Commissioners of Franklin County, Washington, hereby certify that the attached copy of Resolution No. 88-94 is a true and correct copy of the original resolution as it appears in the minute book of the Board of County Commissioners.

DATED this 3 day of October, 1988.

D D McLaughlin
Clerk of the Board

RESOLUTION NO. 88-94

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 5, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was attending a transit seminar.

Mr. Carter advised the Board he had received some information concerning underground storage tanks. He would review the information and let the Board know how it will affect the County.

Ms. Caldwell stopped by to discuss the new insurance being obtained by both counties. The Board advised that they would have to meet with Benton County on the bi-county functions to see how the insurance would be handled. The Board approved the recommendation of contracting with Tri-City Recreational Committee for handicapped.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mrs. Strand was also in attendance. Mr. Gilkeson is still waiting to hear from Adams County on a joint auction.

Mrs. Strand presented a letter to the Board requested for written confirmation on a meeting with the residents of Road 60 South (Exhibit A).

Mr. Gilkeson advised he has done more research on Road 60 and there has been no progress since 1979. The work being done at the corner did not need a public hearing because it stayed within the original easement and it was a safety project. A meeting will be set up with the individuals who signed the petition to discuss only Road 60 and Sylvester. The meeting will be held Wednesday, October 12, 1988, 7:00 p.m. with one commissioner and the engineer in attendance. The engineer will get notices out to everyone who signed the petition.

Mr. Gilkeson presented to the Board his monthly progress report. He is having problems with the garbage trucks tearing up the roads. He will contact Mr. Dietrich on this matter.

Concerning the I-182 bike trail. The State did not turn it back to the City but to the County. However, we cannot deed it back to the city because it is still owned

by the State. We cannot maintain that portion within the city. Mr. Ellis is looking into giving it back to the State who then can contact the city.

11:00 a.m. The Board met with Robert Boothe, Franklin County Planner. The Planning Commission (not a full board) had met on Mr. Bill Lane's request for a zone change from Agriculture to Light Industrial, I-1 for that property containing approximately 40 acres located on the west side of Eltopia West Road and approximately 1/2 mile, more or less, west of SR 395. By a vote of 3 to 2, the Planning Commission denied the zone change request. Due to the rulings on making recommendations, the Planning Commission did not have to present recommendations to the Board of County Commissioners. Mr. Boothe felt a policy might be in order so that this does not happen again: either pass or deny or hold until the next meeting for a full board.

Mr. Boothe advised that the lease for the property located in the Riverview area between Road 48 and Road 52 and lying south of Pearl Street owned by the Pasco School District #1 would expire October 31, 1988. He wanted to know if this lease should be renewed. Mr. Miller moved not to extend the lease as we have not done anything with the property and it does not look like we will be able to do anything in the near future. Mr. Whitemarsh seconded. The Board unanimously agreed not to renew this lease. Mr. Boothe will prepare a letter to the Pasco School District advising them we will not be renewing the lease.

The Board comprised of Mr. Miller and Mr. Whitemarsh attended a workshop with the Benton County Commissioners in the Kennewick Annex Building. Ms. Caldwell, Human Services Director, brought before the Boards the fact that prior to the freezing of salaries two of her administrators had not been treated fairly. She requested that both of these positions be moved to Step B of the salary schedule that was approved January 1, 1988. Mr. Whitemarsh moved to approve these step increases; Mr. Miller seconded. The Franklin County Board of Commissioners approved these step increases. Benton County Board of Commissioners advised they could not take action at the workshop, but would

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 5, 1988

approve the raise at their next official meeting. Mr. Miller stressed the fact that the counties had to get together to discuss the handling of bi-county insurance. A date will be selected after the Commissioners have had a chance to review their calendars.

The Board read and approved the minutes for September 21 and 26.

The Board authorized the Treasurer to invest the 1988 Bond Funds in the amount of $100,000, to mature on November 7, 1988.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 10, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

October 5, 1988

Attn;

Due to the tremendous interest expressed by the residents of Road 60 South (between Count and Ulysses) in the timing of a information meeting delineating the county's projected plans for our roads. Would you please respond in writing as soon as possible.

Thankyou

Ida Strand
1311 Road 60
Paeco, CO 81301

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 10, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board received the contract for representation of indigent individuals in the Juvenile Division from Benton County for Steven N. Vlcko. Mr. Miller moved to accept this contract; Mr. Whitemarsh seconded. The Board unanimously approved the contract. The original contract will be maintained by Benton County.

The Board met with Bruce Gilkeson, Franklin County Engineer. Also present: Raelene Cuillier and Gail Cannon. Mr. Gilkeson presented the need to update. Presently the radio area does have some "dead" spots and not all the radios can communicate. This update would be handling in two stages: (1) to connect both repeater stations and (2) to update 15 radios to have two channels. The money is available in his budget. Mr. Miller moved to accept this recommendation and allow the purchase of the equipment; Mr. Whitemarsh seconded. The Board unanimously approved this purchase (Exhibit A).

General discussion was held on: Mt. Vista construction project; emergency ramp on Sage Hill; problems with mowing operation--electric fences right on edge of road, signs in right of way, trash being left in right of way.

Discussion was held with Mrs. Cuillier and Mrs. Cannon on road width on Wernett; house they felt is too close to the road, houses not meeting their covenant, CRP's not available, underground utilities, decision making on road needs, Resolution 80-07, bridges, Road 50, increased road usage in this area, felt they were being ignored.. The Board advised that it is up to the subdivision to enforce their covenants and the contractor who does the work on the houses is responsible for obtaining all inspections from the state. They were advised that public necessity was determined by the Road Department from the usage, accidents, safety fact, or general need. Resolution 80-07-

-the Board did not know what happened concerning this matter; they could only speculate at this time. The Engineer at that time probably did as many roads as he could with the money he had.

The Board met with Bob Boothe, Franklin County Planner. General discussion was held on pigs being raised on Road 96 & Argent; building permits are being inputted into the computer--he is still searching for some.

The Board met with Nancy Caldwell, Human Services Director. Ms. Caldwell asked Mr. Mathews if he would chair the public meeting tonight. Mr. Mathews accepted.

The Board met with Larry Dietrich. Mr. Dietrich wished to advised the Board that he was receiving solid waste from a small transfer station in Vancouver. The quantity is small and is less than the amount that was being taken from the City of Kennewick.

The Board reviewed the vouchers for the Benton-Franklin Health District.

Dorothy Wagar, County Clerk, advised the Board that Debbie Rottinghaus had submitted her resignation. Due to the workload in Superior Court, it was necessary for this job to be filled. The Board approved the filling of this position.

The vouchers audited and certified by the Auditing Officer as required by R.C.W.42.24.080 and these expenses reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Benton-Franklin County Fair Warrant Nos. 115-143 $48,008.75; Jail Commissary Warrant Nos. 218-220 $1,333.46; Capital Improvement Warrant No. 74 $1032.14; Treasurer's O&M Warrant No. 14-15 $1,295.99; K-9 Sheriff's/Misc. Fund #606 Warrant No. 5 $117.59; Centennial License Plates Warrant Nos. 29-31 $230.15; Soldiers & Sailors Warrant Numbers 271-275 $807.93; Law Library Warrant Nos. 254-261 $3,671.01; Benton-Franklin Fairgrounds Warrant Nos. 160-178 $10,616.82; Current Expense Warrants 26348-26648 $77,528.36.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 10, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 12, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce D Whitmarsh
Member

Member

Attest:
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

October 10, 1988
BG-88-109

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Purchase of Radio Equipment

The Highway Department would like to upgrade its existing radio equipment. The first improvement would be to tie the two repeater stations together to improve communication between the north and south. This improvement would also include an automatic signal identifier thus eliminating the need for crew members to use the call letters before and after each conversation. The cost would be $900.00.

The second improvement would be to add additional crystals to 15 radios. This would allow more mobile radios to use the two Highway Department channels. The cost would be $375.00.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 12, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 17, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Matheus
Chairman

Bruce Whitemarsh
Member

Ken Miller
Member

Attest:

D.L. McLaughlin
Clerk of the Board

EXHIBIT A

FRANKLIN COUNTY

RESOLUTION NO. 88-99

RE: CANCELLATION OF CURRENT EXPENSE FUND WARRANTS

Whereas as according to R.C.W.36.22.100 certain warrants drawn on Current Expense Fund can be cancelled after a duration of time, and

WHEREAS the County Treasurer of Franklin County needs the permission of the County Legislative Authority to cancel these warrants,

THEREFORE, the County Treasurer of Franklin County is authorized to cancel the following warrants:

Warrant No.	Date	Payee	Amount
9533	7-11-86	Tri-City Legal Messengers	72.00
9704	7-17-86	James G. Droppo	88.61
10833	9-19-86	Opie Moffett	10.41
12940	12-19-86	Dorothy St. John	.41
13457-F	1-15-87	Ricky A. Rochlean	6.00
14281	2-20-87	Richard Juarz	11.03
14291	2-20-87	Carrie Ann McDonald	12.05
15319	4-10-87	Diana Cervantes	12.87
16757	6-22-87	Ranon Chapa Jr.	10.41
17849	8-21-87	Gary Moe	12.87

DATED this 12th day of October, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Bruce D. Whitemarsh
Member

Ken Mills
Member

Attest:

D.D. McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

September 28, 1988

Valoris H. Loveland
Franklin County Treasurer
1016 N. Fourth
Pasco, WA 99301

RE: 1988 Tax Foreclosure

County Treasurer,

This letter is to grant the Board of County Commissioner's consent to foreclose on the delinquent 1985 and prior year's delinquent taxes due Franklin County.

Under Washington State Laws, R.C.W. 84.64.030, it is necessary to foreclose on all years delinquent thru the currenct year's tax, UNLESS consent is granted by the Board of County Commissioners.

Becauce of the economy, at this time, we believe it is in the best interest of the taxpayers in Franklin County and it will not harm Franklin County to grant our consent to proceed with foreclosure on 1985 and prior year's delinquent taxes in the 1985 Tax Foreclosure.

Respectfully,

Harold Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 12, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was not present in the morning as he was attending a meeting.

The Board, comprised of Mr. Miller and Mr. Whitemarsh, met with Moses Jacobs. Mr. Jacobs presented contract changes for the renovation of the Benton-Franklin Health District Building. Change 1A - removal of outside wall to inspect water damage $911.90; Change 1B - changes to repair water damage $6,125.00. The Board approved these changes

The Board, comprised of Mr. Miller and Mr. Whitemarsh, reviewed a request from the Treasurer's office to cancel certain warrants according to R.C.W.36.22.100. The Board approved these cancellations by Resolution 88-99, Cancellation of Current Expense Fund Warrants (Exhibit A). The Board also authorized the Treasurer to foreclose on delinquent 1985 and prior year's delinquent taxes due Franklin County according to R.C.W.84.64.030 (Exhibit B).

The Board, comprised of Mr. Mathews, Mr. Miller and Mr. Whitemarsh, met with Art Tackett and Bill Ford. Mr. Tackett brought the commissioners and Mr. Ford up to date on the acitivites of the Diversification Group.

Mr. Boothe advised the Board that there seems to be problem with the mobile home on Road 28 and Wernett. He will investigate further and get back to the Board.

The Board discussed with the Auditor and Treasurer the removal of the Department of Emergency Management from the Current Expense Fund. Due to the organization of this department it should be set up on a special budget similar to the Air Pollution Board.

The vouchers audited and certified by the Auditing Officer as requird by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Equipment Rental Warrant Nos. 4982-5007 $5,548.12; County Road Warrant Nos. 8192-8271 $34,622.61.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 17, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Don Carter concerning the wiring for the computers in the Prosecutor's office. Two bids were received: $2,499.73 from Pasco Electric and $2,032.00 Dans. Mr. Miller moved to award the bid to Pasco Electric, as their bid alson contained the cost of work that has already been completed and still needed to be paid. Mr. Whitemarsh seconded. The Board unanimously agreed to award the bid to Pasco Electric.

Mr. Carter advised that the ditch on 5th street was filled in. This was done to prevent anyone from tripping in the ditch. Also he requested permission to turn in one pager from the Courthouse Maintenance Department. Two pagers were not needed. The Board concurred with this proposal.

The Board received a request for an interfund loan from County Road Fund to the Noxious Weed Board. The loan would be for $26,000 at an interest rate of 7.50% to be repaid November 11, 1988. The Treasurer, County Roads and Noxious Weed Board had discussed and agreed to this loan. Mr. Miller moved to approve this loan; Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-100, Interfund Loan from County Road to Noxious Weed Board (Exhibit A).

10:03 a.m. Mr. Mathews convened the public meeting for the opening of bids received on a new/used motor grader. All three commissioners were present. Public in attendance: Jay Allen, Rowand Machinery Co. and E. Neil Stephen, WESCO. Two bids were received: Western States Equipment Co., Boise, Idaho 1986 CA with tax $88,42.92, Option A - no CAT air conditioning available, Option B (rear mounted ripper) - $4,851.00, Option C (trade in) - $8,624.00; Rowand Machinery Co. 1988 John Deere - $95,944.07, Option A (air conditioning) - $2,321.74, Option B (rear-mounted ripper) - $8,731.80, Option C (trade-in) $7,007.00. Tax is included in all the above figures. The

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 17, 1988

Engineering Department will review both bids and give their recommendation on October 26, 1988 at 10:00 a.m. Mr. Mathews closed this meeting.

The Board met with Quintin Laubach, Mac's Garden Center. Mr. Laubach was having difficulty with the access required by the Highway Department. He could not afford the hard surface access required by the Highway Department and the owner of the land would not put it in. He wanted this as a service entrance so the trucks could drive through without turning around. The Board suggested that he check to see if he could move this entrance further back on the property away from the intersection and then check with the Highway Department to see if it would be acceptable for an access.

Mr. Gilkeson presented vouchers for review and signature: County Road $130,069.56 and Equipment MV & PW $76,044.70.

Mr. Gilkeson presented a "Notice of Public Auction" for the Boards approval. The auction would be held November 12, 1988 at the South Columbia Irrigation District Maintenance Shop in Eltopia, Washington. Booker Auction Co. will handle the auction. Mr. Miller moved to accept this notice of public action; Mr. Whitemarsh seconded. The Board unanimously approved "Notice of Public Auction" (Exhibit B).

General discussion was held on "clear zone" ruling; blowing dust on Bellevue and Brewster; House Bill 2558/Bill 2672 on land slides.

1:36 p.m. Mr. Mathews convened the public hearing on the 1989 Preliminary Current Expense and Miscellaneous budget. All three commissioners were present. Present: see attached sign in sheet (Exhibit C). (In reviewing the sign in sheets let it be noted that some individuals did not sign the sheet.) Mr. Mathews advised that the Commissioners had only received the revised budget today; therefore, this would be a preliminary presentation so that the Commissioners may review the budget in detail and meet with the Department Heads.

Preliminary 1989 Current Expense Budget - $ 5,747,775.00

Preliminary 1989 Current Expense Revenue - $ 4,971,719.00

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 17, 1988

Carry-over Balance - ($268,000.00)

An increase of $300,000 over 1988 Budget.

The meeting will be continued until a later date after everyone has had a chance to review. The first review will be for Non-Support. November 8th was suggested as the day; however, the public reminded the Commissioners this was election day. The Commissioners responded that it was still a working day. No date was official set.

2:00 p.m. Mr. Mathews convened the public hearing on the Preliminary 1989 Noxious Weed District Budget. A draft budget was presented. The Noxious Weed Board would be meeting tonight and would hopefully have a final budget for the Commissioners review on Monday.

Preliminary 1989 Expenditures - $149,330

Preliminary 1989 Revenues - $149,330

1988 Budget was $145,600.00

In response to a question from Mrs. Anne Rose, Mr. Bill Fredrickson advised that the ASCS Office in Pasco usually handled federal mandated items. The Weed Board started with 14 weeds and they are now looking at 40. Their objective is to curtail new weeds and contain others. They do the coordinating and ask individuals or contract the spraying. They operate county-wide. Mr. Mathews closed the hearing. Mrs. Neva Corkrum, Franklin County Auditor, advised that she will be glad to furnish this budget to anyone after the hearings.

2:30 p.m. Mr. Mathews convened the public hearing on the Preliminary 1989 Road Budget.

1989 Preliminary Expenditures - $9,533,800.00

1989 Preliminary Revenue - $4,436,300.00

Mr. Gilkeson was asked to prepare this budget by looking at areas that should be done: replace bridges, seal coat, put in roads, etc. Mr. Miller requested more time to study and review. Mrs. Rose requested the Commissioners review placing the Road Department's

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 17, 1988

budget on a line item accountability. This would allow the public to know how the money is being spent. It was again brought out that the State Auditor did not require this type of accounting for the Highway Department. The Board agreed to take this under advisement. Mrs. Rose asked about if there were any figures or plans on what the Road Department will be working on first. She was advised that priorities will fall under what funds are available and for what they can be used. Road needs are determined by the Highway Department, Road Jurisdiction Study, Pavement Management System which is now being implemented. Counties are now competing with the state and federal government for gas tax money. Mr. Mathews closed the meeting.

3:05 p.m. Mr. Mathews opened the public hearing on the Preliminary 1989 Equipment Rental Budget.

1989 Preliminary Expenditures - $1,330,000.00

1989 Preliminary Revenue - $1,330,000.00

The Board will be reviewing this budget with Mr. Gilkeson. This budget must have a reserve fund of $281,000, which cannot be transferred from this account.

Mr. Mathews closed the hearing.

General discussion was held on: bike path fund shown in the Road Department Budget. This amount could be transferred if there has been no action in a 10-year period. However, we have been using this money for the bike path. Again line item accounting for Highway Department.

The meeting was being taped; however, it was discovered after the meeting that the machine did not pick up any conversation.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 26348-26789, Both Inclusive	- $186,766.95
COUNTY ROAD	-	Warrant Numbers 8149-8271, Both Inclusive	- 103,530.77
EQUIPMENT RENTAL	-	Warrant Numbers 4939-5007, Both Inclusive	- 17,514.57

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 17, 1988

PATHS & TRAILS	- None		
B-F HEALTH BLDG	- None		
CENTENNIAL			
LICENSE PLATES	- Warrant Numbers 29-31, Both Inclusive	-	230.15
SOLDIERS/SAILORS	- Warrant Numbers 271-275, Both Inclusive	-	807.93
JAIL COMMISSARY	- Warrant Numbers 218-220, Both Inclusive	-	1,333.46
LAW LIBRARY	- Warrant Numbers 254-261, Both Inclusive	-	3,671.01
CAPITAL OUTLAY	- Warrant Number 74	-	1,032.14
SHERIFF'S NARCOT	- None		
PUBLIC HOSPITAL	- None		
CEMETERY #1	- None		
CEMETERY #2	- Warrant Numbers 213-215, Both Inclusive	-	158.79
ALCOHOLISM 2%	- None		
MENTAL HEALTH	- None		
PA CRIME VICTIMS/-	None		
K-9 SHERIFFS/MISC-	Warrant Number 5	-	117.59
TREASURER'S O&M	- Warrant Numbers 14-15	-	1,295.99
TRT (SWAT)	- None		

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 19, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest:
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-100

It is hereby resolved by the Board of County Commissioners, Franklin County, Washington, convened in regular session that $26,000.00 be transferred from the County Road fund to the Noxious Weed District Fund.

This will be an interfund loan in the amount of $26,000.00 and will accrue interest at the current rate of 7.50% per annum as of October 12, 1988, for a thirty day period, to be repaid no later than November 11, 1988.

Signed this 17th day of October, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Matheus
Chairman

Bruce D Whitehouse
Member

Ken Mills
Member

ATTEST:

D D McLaughlin
Clerk of the Board

FRANKLIN COUNTY
NOTICE OF PUBLIC AUCTION

NOTICE IS HEREBY GIVEN, by the Board of County Commissioners of Franklin County, Washington, convened in regular session in their office in the Courthouse at Pasco, Washington, that in accordance with RCW 36.34.040, a public hearing was held on September 26, 1988, and no objection was voiced to the selling of the following equipment from other public agencies.

NOW, THEREFORE, Valoria Loveland, Treasurer of Franklin County, will on November 12, 1988, at 10:00 a.m., at the South Columbia Irrigation District Maintenance Shop in Eltopia, Washington, dispose of the following for cash to the highest and best bidder.

DESCRIPTION

Motor Vehicle and Public Works Equipment Fund

1 pallet	Snap-On Engine Scope Sun Distributor Tester Hobart Welder Serial #Mc136
1 pallet	Small Engines (parts only) International Steering Gear Crank Shaft Misc. Brake Lining Misc. Lights
1 pallet	International Truck Parts Truck Roller Grease Gun
1 pallet	Parts: Truck Springs, Muffler
1 pallet	Parts: Air Conditioner, Electric Motor, Paint Pot, Springs
1 pallet	School Lockers
1 pallet	Truck Side Racks
1 pallet	Parts: Dodge Header and Tail Pipes, Blade (Cat) Tire and Wheel (old)
1 pallet	Tulsa Winch 3000 lb Truck Winch complete with Mounting Frame, Points, and Control Rods. Serial #333069 Make & Model #60744
1 pallet	Ford Tractor Roll Bar Assembly, complete with Fenders
1	500 Gallon Fuel Tank

1	1500 Gallon Weed Spray Tank
1	1200 Gallon Weed Spray Tank
1	1000 Gallon Water Tank
1	WE195 - 1965 Kolman Athey Screening Plant, Serial #65-464-45-24
1	CR2 - 1977 Chevy Malibu
1	CR15 - 1978 Ford LTD
1	CR16 - 1980 Ford Fairmont
1	CR14 - 1980 Ford Fairmont
1	CR11 - 1980 Ford Fairmont
1	GT17 - 1976 Ford 1-Ton
1	GT64 - 1962 Dodge 5-CY Dump
1	1957 Chevy Special, 6 cylinder
1	SV154 - 1972 Etnyre Chip Spreader, Serial #K-S-684
1	TR176 - Office Trailer, Wood Construction
1	Bomford Fail Mower Attachment
2	Steel-wheeled Carts

<u>Current Expense Fund</u>

1	Sweeper Broom, Serial #26108
1	John Deere Riding Mower with Mower Deck
1	4 X 6 Trailer
1	Miscellaneous Household Items (doors, electrical, heaters, etc.)
3	Olympia Typewriters, #454200-103, #454-207-04, #53552-08
1	Gates Teletype Machine, Burroughs L5000
1	X-Ray Machine
1	Chore Master Tiller, 1969, Serial #1752, needs new motor (125. new)

1	Wheelhorse Tractor, 1971, 12 HP, 42" Mower Deck, Runs
1	Wheelhorse Blade, 1971, 4'
1	Multikleen, Wet Carpet Vac, pre-1970
1	TruTemper Snow Blower, electric, Model #51615, Serial #6971, works
2	Grundig Stenorette Executmates, with one power pack
5	Stenorette Dictators, #74229, #98512, #109879, #98525, #99619
3	Stenorette Transcribers, #98533, #46367, #107935 (needs repair)
32	Mini dictating tapes
2	1984 Ford LTD's
1	1980 Chevy Impala
1	1973 Ford Mustang

The above equipment may be inspected at the Franklin County Highway Department Maintenance Shop in Pasco by appointment only.

The right is reserved to reject any and all bids.

All vehicles and equipment will be sold "as is where is" without warranty or guarantee as to the condition or that the same is in condition or fit to be used for the purpose for which it was originally intended. No claim for any allowance on any grounds will be considered.

Signed this 17th day of October 1988.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Ken Miller, Member

Bruce D. Whitemarsh, Member

ATTEST:

Clerk of the Board

Publish: Tri-City Herald and Franklin County Graphic
October 20, 1988 and October 27, 1988

BUDGET HEARING

NAME	ADDRESS
Bruce Gilkeson	County Engineer
Tim Fife	Asst. Co. Eng.
Don Cutler	Building Supt.
Richard Jathim	Franklin Co. Sheriff
Dorothy Wagar	FR Co Clerk
William L. Ford	Cooperative Extension
William H. Tudenclon	Frankli Co. Weed Bd.
Shirley Morrow	Assessor
Dennis DeFelice	Pros Atty
Valerie Moffitt	7915 Sunset La P.
Katheryn Loveland	Co. Treasurer
[illegible] Martin	Fairgrounds
Ken Loveland	Fairgrounds
Why the names are not in the minutes!	
Kelly A Kjime	# Franklin County concerned
Kath Rose	6804 W. Richardson Rd. Pasco Wa.
Don + Nelda Zolenky	Box 967 Connell WA. 99326

26 lines

BUDGET HEARING

NAME	ADDRESS
Phil Corkrum	4121 Nixon Pasco
Neva Corkrum, Auditor	" "
Olivi Richardson	6204 1/1 Richardson Rd.

26 lines

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 19, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented a suggestion to the Board from employees of the Highway Department. They would like to know if it would be possible to have their long-term disability dues, now paid by the employee to the Union, automatically deducted from their paycheck and sent to the Union. They are not asking the County to pay for their long-term disability, rather to handle the paperwork. The Board advised that they would have to consult with the Auditor on the advisability and feasibility of this plan.

Mr. Gilkeson reviewed the Court Street Design Review CRP. The intersection on Road 60 was deemed necessary for a safety reason—there is not enough room for turning onto this street. Due to the public response against this intersection, the Board felt the intersection plans should be placed on hold.

The Board advised Mr.Gilkeson to check the signs in the Ringold Slide Area. The signs should state "Danger No Trespassing Slide Area". Mr. Gilkeson advised that there are signs on our right of ways that state "Closed Slide Area"; however, people do ignore the signs.

The Board met with Bob Boothe. Mr. Boothe has had no response from BOSS concerning the scanner. Spokane has similar situation and uses the DEST Scanner. He will check with Spokane to find out how they like the brand.

Mr. Fredrickson presented the 1988 Weed Assessment and annual budget to the Board.

The Board, comprised of Mr. Mathews and Mr. Miller, met with John Olsen, Benton-Franklin Transit. Mr. Whitemarsh was not present. Discussion was held on the need of a new comprehensive plan for the transit.

The Board, comprised of Mr. Mathews and Mr. Miller, approved the final short plat for Warren Clifford. Mr. Whitemarsh was not present.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 19, 1988

The vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Centennial License Plate Warrant Number 32 $230.43.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 24, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

K Mills
Member

Attest:
D M Laughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 24, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with the Board of Equalization: Henry Kidwell, John Scott, Marvin Shollenberger, and Ken Siebe. The Board of Equalization wanted to inform the Commissioners that they felt it was a very good session this year and they received good cooperation from the Assessor's office and the public. They wanted to bring several things to the Board's attention: a more fair and equitable open space rate for the farming areas—by what is grown, production should be narrowed down to block or township; averaging of comparable sales to obtain equitable price. The Board of Commissioners thanked them for their work done on the Board and advised them that many of their concerns should be addressed to the Board of Open Spaces and the Assessor.

Sheriff Lathim presented the Dispatchers 1988 contract to the Board. It is the same as last year. Mr. Miller moved to adopt the contract as presented; Mr. Whitemarsh seconded. The Board unanimously approved the new 1988 Dispatchers Contract. The contract will be mailed to Mr. Menke for his signature and a copy returned to the Commissioners.

The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson had nothing to present to the Board. They were in the processing of completing various projects.

11:03 a.m. Mr. Mathews convened the public hearing on the application of zone change for that property containing approximately 40 acres located on the west side of Eltopia West Road and approximately 1/2 mile, more or less, west of SR 395 requested by Mr. Lane. Present: Mr. Mathews, Mr. Miller, and Mr. Boothe. Public present: proponent: Bill Lane; opposition: Hank Tessitore, Alice Tessitore, Dorothy Schaefer, Al Schaefer, Judi Schaefer, Sharon Olson, Ed Mecham, Morris E. Vandergriff, Jack L. Lamb, Phil McCrory, and Cathy J. Halverson. Mr. Whitemarsh was in Connell. The

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FRANKLIN COUNTY
Commissioners' Proceeding for October 24, 1988

application request was to change the zone from agriculture production to light industrial for the purpose of applying for a conditional use permit for a mobile home park and future plans for businesses applicable to light industrial. The plans would include septic tanks and private wells. Also the application would legalize a day-care that is presently using a building presently on-site and also to the possibility of putting in a mobile home park. The Planning Commission had reviewed the application on October 4, 1988 and voted, three to two, to deny this application. As there was not a majority present, the motion died and was sent to the Commissioners with no formal recommendations. The meeting today was to have input from the public and Mr. Lane. Mr. Lane presented the information that the request was not for a mobile home park but for a zone change so he could do something with the land and would also legalize the business now there. Mr. Phil McCrory presented petitions signed by the residents of Eltopia opposing this zone change. The major items presented by the opposition were: wanted to keep the area agriculture (that's why many of them live there); inadequate police protection, ambulance service, fire protection to have a mobile home court placed in this area; conflict of interest between the farmers and migratory people; water flow is underground and flows into residents' backyard which a mobile home court would affect environmentally; land value would drop; no real benefit to county. The residents are now having problems with the migrant workers from April on and have experienced burglaries and teenagers being "terrorized" now by individuals who rent in the migrant camp area. At this time the only business listed on the application is mobile home park and they are against it. There is no mention of any other type of business that would be put in. Cathy Halverson and Sandra Valdez presented written letters, exhibits 2 and 3 respectively, to the Chairman. Harold Mathews closed the meeting to the public. The Board questioned Mr. Boothe if there was any designated usage; nitrates in water; day care. Mr. Boothe advised that if would have to meet the light industrial requirements; the Health Department would have to be involved to determine the nitrate; and he did not

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 24, 1988

know about the day care. Mr. Miller felt that it would be confusing to make this decision without knowing what the rezoning was for. Mr. Boothe advised that as far as rezoning it is in line with the comprehensive plan. Mr. Mathews advised that no decision would be made today. The Board would receive written testimonies until October 28, 1988 and continued the hearing until 11:00 a.m. November 7, 1988.

The Board prepared a letter authorizing the Treasurer to withdraw monies from respective savings and loan account to cover warrants being issued under the Franklin County Unemployment Trust Fund.

The vouchers audited and certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Air Pollution Warrant Numbers 306-319 $1,445.22; Benton-Franklin Fairgrounds Warrant Numbers 179-192 $6,895.35; Benton-Franklin Fair Warrant Numbers 144-145 $29.87; GO-88 LMTD BD/Health Dept. Warrant Numbers 4-7 $10,427.86; Current Expense Warrant Numbers 26790-26936 $115,654.25.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until October 26, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce M Whitemarsh
Member

Ken Miller
Member

Attest:
D D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 26, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Bruce Gilkeson. Mr. Mathews turned the meeting over to Mr. Gilkeson. Mr. Gilkeson advised that his department had reviewed the bids opened on October 17, 1988 for a new or used motor grader. They were recommending the bid be awarded to Western State Equipment Company as they were the low bidder by approximately $11,000. The Board reviewed the written recommendation; however, they questioned how they were supposed to weigh a new grader versus a used. Questions were raised on the value of the warranty on both machines: Cat - two years or 4,000 hours on the power train with 60% of tire wear left versus the John Deere with a five year, 5,000 hour warrant on the power train. New tires for motor graders average $2,000 per set. Other items brought up were the float versus accumulator options; preference of the personnel; air conditioning/heating. The Board was not comfortable at weighing what a new grader verses a used grader was worth to the County. There was a comment concerning that the bid was prepared for the used Cat. However, Mr. Whitemarsh advised that he did not believe that there was any intention for discrimination. Mr. Miller advised that he would like to review the specifications before making a decision. Mr. Whitemarsh also agreed that a review of the specifications would be helpful. Mr. Mathews advised that there would not be a decision made and continued the meeting until October 31st. The Board also requested the Engineer to review both bids again.

The Treasure sent in a request for an interfund loan in the amount of $150,000 from County Road to Current Expense for a period of 18 days at an interest rate of 7.5%. Mr. Whitemarsh moved to approve this interfund loan; Mr. Miller seconded. The Board unanimously approved Resolution No. 88-101, Interfund loan from County Road to Current Expense for $150,000 at 7.5% interest for a period of 18 days (Exhibit A).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 26, 1988

A request was submitted by the Sheriff's Department requesting the establishing of a fund known as the Narcotic Trust Fund. After general discussion, no motion was made on this issue.

The vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Current Expense Warrant Nos. 26937-26938 $31,043.76; Detention - Jail Commissary Warrant Numbers 221-222 $982.05; Law Library Warrant Number 262 $897.63; TRT Fund (SWAT) Sheriff/Misc. #607 Warrant No. 10 $315.54; Alcoholism Warrant No. 11 $125.62; Benton-Franklin Mental Health Warrant No. 16 $349.52; Sheriff's Narcotic Trust #175 Warrant Nos. 82-83 $98.25; Treasurer O&M Warrant Nos. 16-17 $2,297.06; Soldiers & Sailors Warrant Nos. 276-277 $228.20; County Road Warrant Nos. 8317-8364 $32,199.15; Equipment Rental Warrant Nos. 5049-5065 $6,101.71.

The Franklin County Board of Commissioners meeting was adjourned until October 3, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce M Whitmarsh
Member

Ken Mill
Member

Attest:
D O McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NO. 88-101

WHEREAS, Current Expense Fund is in need of funds to meet current commitments, and

WHEREAS, funds are available in the County Road Fund, and

WHEREAS, an interfund loan from the County Road Fund to the Current Expense Fund would save the County from paying the high interest on interest-bearing warrants.

NOW THEREFORE, BE IT HEREBY RESOLVED, the Franklin County Treasurer hereby make an interfund loan from the County Road Fund to the Current Expense Fund in the amount of $150,000.00 for a period of eighteen (18) days, to be repaid November 15th, 1988, at an interest rate of 7.50%, effective October 28th, 1988.

Signed this, the 26th day of October, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Mills
Member

ATTEST:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 31, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Current Expense Warrant Nos. 26939-27086 $106,881.75; Salary Clearing Warrant Nos. 2183-2216 $11,433.83; Benton-Franklin Fairground Warrant Nos. 193-194 $92,727.98.

The Board met with Bruce Gilkeson. Mr. Mathews reconvened the hearing on the awarding of the bid on the motor grader. Mr. Gilkeson advised that he did go over the bid packages again. He also looked at buying both machines with the possibility of deferring one to 1989; however, he did not have the figures for his 1989 budget. Mr. Mathews advised that it appears we are again where we were on Wednesday. Mr. Miller questioned the need for a ripper. Mr. Gilkeson advised that it would be used. However, if the price had been any higher for the ripper it would not have been worth the purchase. The problem still existed for Mr. Miller on comparing a new grader with a used. Mr. Whitemarsh moved to accept the low bid as recommended by the Engineer. Mr. Miller voted not to accept the low bid. Mr. Mathews also voted to accept the low bid as recommended by the Engineer. The bid contract was awarded to Western State by a vote of 2 for, 1 against. Mr. Mathews closed the meeting.

Other business discussed: contract with Bureau of Reclamation on the use of one person not being renewed; depreciation factor on equipment; long-term disability.

11:00 a.m. The Board met with Bob Boothe. The Board advised Mr. Boothe that they have not had the chance to look at the property on the zone change for Mr. Lane.

Mr. Boothe brought the Commissioners up to date on the purchasing of a scanner. He also advised that he did attend the Flood Plan Workshop. All the legislation implemented will have to be included in our ordinance, which he will work on.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for October 31, 1988

Mr. Moses Jacobs met with the Board concerning the Health Building. There seems to be a discrepancy on the windows being used. Thermal rating is the same. The Board advised that the windows would be acceptable; however, to advise the Contractor that we were aware of the problem. The completion date of this construction work is scheduled for December 12, 1988. Also the Health Department did advised they did not want the handicapped drinking fountain.

The Board met with Cathy Knox and Bob Thompson. They wanted to let the Board know they would be asking the Judge to hire another indigent attorney, due to the increased work load now being placed on all the indigent attorneys.

The Board met with John Sandberg and Bill Fogelquist of Benefax, an insurance broker. They presented a proposal to act as brokers for the County's medical insurance. The county's insurance rates have sky-rocketed, due to loss ratio. He could not offer guarantees but would like the opportunity to offer a proposal. The Board agreed and requested that he submit a proposal on medical costs for county employees and families.

The Clerk of the Board brought to the Board's attention that there was a typographical error in the minutes of March 16, 1988. Mr. Miller moved to void Resolution 88-25 not 88-24.

The Board prepared a letter to the Yakima Health District advising that the County would be unable to contribute to the Central Washington Regional Health Council.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 2, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

K. E. Miller
Member

Attest:
D. M. McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 2, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Mathews was attending the State Weed Conference in Yakima.

10:00 a.m. The Board met with Bruce Gilkeson. Mr. Gilkeson introduced his new superintendent Walter Braach. General discussion was held on the Mt. Vista Project and Filbert Road.

The Treasurer had advised the Board that the money needed to be transferred from the Fair Fund to the Fairground Fund as per Resolution 88-36. The amount would be $90,000 (principal) and $2,727.98 interest. Mr. Miller made a motion to authorize this transfer; Mr. Whitemarsh seconded. The Board unanimously approved this transfer. A letter was prepared to the Treasurer authorizing the transfer of said money (Exhibit A).

The Board did not meet with the Planner.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 7, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman

Bruce D Whitemarsh
Member

Ken Miller
Member

Attest:
Diane McLaughlin
Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

October 31, 1988

Franklin Co. Treasurer
Valoria H. Loveland
Pasco, Washington 99301

Dear Ms. Loveland:

As per Resolution 88-36 the Benton Franklin Fairgrounds fund received and interfund loan from both counties.

At this time sufficient funds are available in the Fair fund for repayment of this loan. However, a transfer is necessary for repayment from the Fairgrounds fund.

Please consider this your authorization to transfer $90,000.00 to cover the principal and $2,727.98 to cover the interest on this interfund loan from the Fair fund to the Fairgrounds fund, as of this date.

Thank you.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 7, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Bruce Gilkeson. Also present: Mr. Bill Fredrickson, Franklin County Noxious Weed Board and Merle George, Highway Department. Mr. Gilkeson with Mr. Fredrickson's support presented the need for a fall roadside spraying program. The weather is right for it know and there would be a better kill. There would still be spot spraying for those areas that are not included: orchards, around water areas and crops grown next to the road. The new program would alternate chemicals so the weeds would not become immune to the same spray. Mr. Miller moved to approve the fall roadside spraying; Mr. Whitemarsh seconded. The Board unanimously approved the fall roadside spraying program (Exhibit A).

The Board met with Quintin Laubach and Albert Hickman, Cypress Gardens Academy. They had received a letter from Fire Protection District #3 advising them their rates would be increased to $1500; this is from $500 the previous year. Mr. Hickman wanted to know if the Commissioners could remove the stipulation of having the fire protection from their conditional use permit. The Commissioners advised they could not do this but suggested that they see about being petitioned into the Fire District.

11:00 a.m. Mr. Mathews continued the hearing on the zone change request submitted by Bill Lane. All three commissioners were present. Also present: Robert Boothe, Franklin County Planner, Bill Lane, Judi Shaefer, Dorotheas Olsen, Bevely Artz, Connie Lamb, Morris Vandergriff, Keith Cromwell, Cathy Halverson & Alice Tessitore. Mr. Mathews advised the hearing was closed to any further input and all written testimony received have been placed in the file. The Board questioned Mr. Boothe further on the mobile home park--was this information called into him. He advised that this was the intention stated to him. He also advised him that the property was not zoned for a day care and that a conditional use permit had not been obtained. After reviewing all the

information in the files and not having a clear idea of future plans or development for the area, and being informed of problems in the area due to groundwater, Mr. Whitemarsh moved to deny the request for a zone change. Mr. Miller seconded. The Board unanimously voted to deny the application for zone change submitted by Mr. Lane. Mr. Mathews advised Mr. Lane that this could be considered again if the change fits the neighborhood and geographic area. It would be helpful to know what is going to be in there first. The Board discussed with Ms. Olsen the day care needs. They advised that she would have to apply for a conditional use permit to use the building for a day care. Mrs. Olson thought she had all the permits needed as the day care has been in operation since 1982. Mr. Miller felt the neighbors probably felt that she had all the necessary permits too and that's why it was never questioned before. The Commissioners will prepare a formal Findings of Fact and send Mr. Lane a copy.

Mr. Boothe is still looking into purchasing a scanner that would be compatible with IBM and Apple.

The Board received a request for reclassifying and reorganization of the Prosecutor's Office. This reorganization has been reviewed by Rocky Jackson. After reviewing all information received, Mr. Miller moved to adopt the reclassification of position request. Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-102, Reclassification of Positions in Prosecuting Attorney's Office (Exhibit B).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 26790-27256, Both Inclusive	- $379,062.43
COUNTY ROAD	-	Warrant Numbers 8272-8414, Both Inclusive	- 334,949.03
EQUIPMENT RENTAL	-	Warrant Numbers 5008-5118, Both Inclusive	- 91,103.52
PATHS & TRAILS	-	None	
B-F HEALTH BLDG	-	Warrant Number 8	- 42,939.95

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 7, 1988

CENTENNIAL LICENSE PLATES	- Warrant Numbers 32-36, Both Inclusive	-	662.15
SOLDIERS/SAILORS	- Warrant Numbers 276-280, Both Inclusive	-	1,890.38
JAIL COMMISSARY	- Warrant Numbers 221-229, Both Inclusive	-	2,947.05
LAW LIBRARY	- Warrant Numbers 262-263, Both Inclusive	-	1,190.13
CAPITAL OUTLAY	- Warrant Number 75	-	450.06
SHERIFF'S NARCOT	- Warrant Numbers 82-83, Both Inclusive	-	98.25
PUBLIC HOSPITAL	- Warrant Numbers 2103-2150, Both Inclusive	-	27,996.01
CEMETERY #1	- Warrant Numbers 145-150, Both Inclusive	-	371.65
CEMETERY #2	- Warrant Numbers 216-220, Both Inclusive	-	1,617.90
ALCOHOLISM 2%	- Warrant Number 11	-	125.62
MENTAL HEALTH	- Warrant Number 16	-	349.52
PA CRIME VICTIMS/	- None		
K-9 SHERIFFS/MISC	- None		
TREASURER'S O&M	- Warrant Numbers 16-17, Both Inclusive	-	2,297.06
TRT (SWAT)	- Warrant Number 10	-	315.54

Mr. Mathews advised today's meeting would be continued on Tuesday, November 8, 1988 to include the preliminary budget hearings being conducted with individual Department Heads and Elected Officials.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Mathews
Chairman

Bruce A. Whitemarsh
Member

Ken Miller
Member

Attest:
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 7, 1988
BG-88-116

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Fall Spray Program

We have reviewed the Department's current roadside spray program. Presently, the program is losing its effectiveness and needs to be changed. Various programs have been reviewed with suppliers, the Noxious Weed Board, and the WSU Cooperative Extension Service Center at Prosser.

The Department, with your approval, would like to start a new program. It would be set up to be an alternating program. The first year, the County would spray Arsenal at 3 pints to the acre. The second year, 10 pounds per acre of Karmex would be put down. This program is set up to control kochia, puncture vine, and thistles the first year. The second year would use a different chemical so that the plants would not get immune to the same sprays.

Based on the information available to us and our experience with Arsenal, I am recommending the County change to the alternating Arsenal and Karmex program.

RECOMMENDED: _____
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: Board of County Commissioners
Franklin County, Washington

_____
Harold N. Mathews, Chairman

_____
Bruce Whitemarsh, Member

_____
Ken Miller, Member

RESOLUTION NO. 88-102
RECLASSIFICATION OF POSITIONS IN PROSECUTING ATTORNEY'S OFFICE

WHEREAS, the prosecuting attorney deems it in the best interest of his office to reclassify and reorganize the positions within his office for reasons of economy and efficiency of operation; and

WHEREAS, the Salary Advisory Committee has reviewed the Prosecuting Attorney's proposal as it relates to employees within the Courthouse bargaining unit and approved said proposal; and

WHEREAS, new job descriptions have been prepared for the following positions: office manager, administrative assistant/confidential secretary, legal secretary IV, legal secretary III, legal secretary II, and legal secretary I/ receptionist. Said job descriptions are incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED that the positions within the Prosecuting Attorney's Office shall be reclassified and newly established as follows:

Position Title		Grade
office manager	one position	exempt
administrative assistant/ confidential secretary	one position	exempt
legal secretary IV	not more than one position which may replace any lower grade position	7
legal secretary III	not more than three positions	6
legal secretary II	not more than three positions	5
legal secretary I	not more than one position	4

BE IT FURTHER RESOLVED AND ORDERED the positions of administrative assistant/confidential secretary, legal secretary IV, and all of the legal secretary II positions, are positions presently unfilled which may be filled, on a full-time or part-time basis, by the Prosecuting Attorney at his discretion, provided there are sufficient funds within the budget of the Prosecuting Attorney's Office to pay for the costs of filling these positions.

WE HEREUNTO AFFIX OUR HANDS AND THE OFFICIAL SEAL OF OUR OFFICE this 7th day of November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce A Mitchell
Commissioner

Commissioner

Attested:

Clerk of the Board

OFFICE MANAGER
Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Prosecuting Attorney or an assigned Deputy
Grade: Exempt

Purpose:

Performs a variety of responsible office management, scheduling and other administrative duties in addition to supervisory and paraprofessional/paralegal duties in support of the Prosecuting Attorney or an assigned deputy. This position is responsible for the management of the entire office including personnel, filing systems, supplies and equipment. The contents of all classified positions' job descriptions and the Administrative Assistant's job descriptions are part of this job description except to the extent that greater requirements are made by this job description.

Nature Of Work:

The Office Manager is responsible for supervising and maintaining a harmonious working relationship with staff members. This employee must have demonstrated leadership abilities and be able to take charge; be capable for assessing needs of the office and able to devise and implement the system to carry out the functions; good knowledge of language usage, some legal research abilities and be capable of drafting documents and letters for the office; have a knowledge of public relations; high ethical standards and be able to handle confidential matters as well as have knowledge of what can and cannot be disseminated to the public. This employee will routinely see information regarding personnel matters and budget issues which affect labor relations and negotiations, and other information that must be kept confidential from other employees in the office and from the general public.

Example Of Duties:

Representative examples of work include: independently drafting complex legal documents including motions and orders, findings of fact, conclusions of law, charging language and other civil, criminal and juvenile pleadings; independent preparation of correspondence, memoranda, research, budgets, review job classifications and evaluations of employees, develop personnel policies or contract terms re-

garding wages, hours of work or other working conditions and other labor related matters and other tasks as needed.

Accomplishment of duties in these areas entails undertaking the responsibility to perform tasks normally performed by a paraprofessional. It necessitates an operational knowledge of the theory and concept of the law as well as the application of this knowledge. This position may draft legal documents, organize and summarize documents, interview clients, victims or witnesses, prepare correspondence and memoranda, research and perform other tasks as dictated by the needs of a particular legal matter.

Applicable Knowledge, Skills and Abilities:

(1) A thorough knowledge of the legal system and court procedures in general, for the entire office.

(2) A thorough knowledge of and familiarity with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations.

(3) An advanced knowledge of correct and effective use of English grammar.

(4) Possession of paralegal skills including preliminary drafting abilities, identification of legal problems, knowledge of legal terminology, and interpretation and application of laws, rules and regulations.

(5) Ability to gather data from files, reports, other agencies, and libraries, interpret the data and compile into an understandable format.

(6) Ability to maintain, within broad guidelines, an overview of complex processes involving many steps, and of each task from beginning to end; to obtain all information needed for completion and to set priorities.

(7) Ability to work independently and follow through on given assignments.

(8) Ability to maintain a professional attitude and demeanor regarding, for example, highly critical matters involving confidentiality and discretion.

(9) Ability to establish and maintain effective working relationships with attorneys, police, other agencies, employees and the public.

(10) Ability to work under pressure and to adapt to new situations and tasks.

(11) Ability to understand and apply provisions of collective bargaining agreements and/or personnel policies. To deal with personnel issues and budgetary issues which affect union employees.

(12) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, defendants and other persons.

(13) Ability to understand and execute complicated oral and written instructions to apply available guidelines to varied circumstances.

(14) Ability to type at the full performance level.

Specific Duties:

Specific duties include but are not limited to:

(1) Develop, maintain and amend as necessary, office procedures that free office lawyer personnel from as much administrative work as is practical. Procedures shall be reduced to writing for easy access and understanding by all members of the office staff. Development of new or amended procedures will be established after due consideration by the County Prosecuting Attorney and after consulting with an assigned Deputy Prosecuting Attorney and the Administrative Assistant/Confidential Secretary.

(2) Develop and maintain personnel and payroll records for all officer personnel, voucher preparation, assist in budget planning and preparation, office supplies, and handle long range planning for office needs, i.e., machinery, equipment, supplies and books. Maintains personnel records, payroll information, vacation and sick leave records, and related duties, as well as all applicant records and information. Maintain office procedures and policies with respect to job descriptions and duties for all personnel. Evaluate non-lawyer personnel annually. Prepare or assist in preparation of proposals regarding wages, hours of work and working conditions of union office personnel.

(3) Insure coordination between the lawyer staff and the administrative staff to determine priorities for work production, and availability of personnel to complete work on time. The priorities will be established with input from the Prosecuting Attorney and Chief Deputy Prosecuting Attorney.

(4) Screening of paralegal and secretarial personnel shall be supervised by the Office Manager to insure availability of qualified persons to complete the office tasks. The annual budget will influence the number of personnel available; the Office Manager must insure that established priorities are followed and demands which cannot be met shall be immediately discussed with the County Prosecutor. Preparation of annual budget will include effects on labor relations and negotiations.

(5) Maintain a knowledge of problem areas in each office division, i.e., Civil, Criminal, Juvenile and Child Support, as well as Coroner and Appellate. Advise the Prosecuting Attorney, or in his absence the Chief Deputy Prosecutor, of any problem areas which must be solved out of her scope of responsibilities, and priorities requiring policy establishment should be furnished to the Prosecuting Attorney. The Office Manager is responsible for relations in the office including an awareness of effects of various situations in the office.

(6) Insures daily acquisition and distribution of mail and all other correspondence or packages received each work day and proper placement of all outgoing correspondence at the end of each work day. Daily distribution shall be made to the lawyer addressee or to the person assigned to handle specific assignments.

(7) Maintenance of office files, filing systems, and filing integrity is a paramount responsibility. The Office Manager will manage the system and insure that all officer personnel are familiar with the system. File accountability must be guaranteed.

(8) The Office Manager shall be the supervisor and coordinator of all appellate brief preparation for all courts above the superior court. This duty shall relate to all preparation except for actual drafting of briefs and pleading contents. All printing, rough drafting, indexing, pagination, compliance with all rules for preparation, submission and filing are functions of the Office Manager. He/she coordinates with the lawyer drafting the brief or pleading to establish a schedule insuring compliance with all time limits imposed by the Rules on Appeal.

(9) Prepares or supervises the preparation of all budgets and reports. Makes and plans or supervises the making and planning of acquisition of supplies and equipment. Budget preparation includes effects on labor negotiations with union employees.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional areas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Person assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for an employee who has successfully completed an interim period of initial employment as determined by the Prosecuting Attorney. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

ADMINISTRATIVE ASSISTANT/CONFIDENTIAL SECRETARY

Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Office Manager and Prosecuting Attorney or an assigned Deputy
Grade: Exempt

Purpose:

To act as a confidential secretary for the Prosecuting Attorney. Direct involvement with confidential information of the Prosecuting Attorney, labor relations, budget information directly affecting union employees and personnel information affecting the promotion, transfer, demotion, evaluation, discipline or termination of union employee. Performs a variety of supervisory work and para-professional/paralegal duties in support of the Prosecuting Attorney or Deputy Prosecuting Attorney activities. Employee receives general direction and guidelines from the supervising attorney, but assumes responsibility for determining how the assigned workload is to be accomplished and receives little or no direction on a day-to-day basis. This position requires the exercise of substantial decision making responsibilities regarding its assigned activities and its actions could have a significant impact upon the public image of the Prosecuting Attorney's Office. This position will be primarily responsible for screening calls and mail directed to the Prosecuting Attorney or a deputy performing management and administrative duties. Performs a variety of responsible office management: scheduling; employee hiring, evaluation, discipline, layoff or discharge; budgetary and personnel issues as related to labor relations and negotiations; and other administrative duties. The contents of all classified positions' job descriptions are part of this job description except to the extent that greater requirements are made by this job description.

Nature Of Work:

This employee must be able to act as a confidential secretary. The employee must have:

(1) A thorough knowledge of and familiarity with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations;

(2) A thorough knowledge of various forms utilized in complex Court operations and functions relating to the Prosecuting Attorney's duties within the County; and

(3) A thorough knowledge of proper forms, legal symbols, abbreviations and a working vocabulary of legal terminology.

(4) Demonstrated qualifications as a paralegal in adult criminal law and procedure, in Superior Court, Juvenile Court and District Court, with special emphasis in (a) administration of court trial scheduling and (b) preparation of all pleadings necessary.

(5) A thorough knowledge of appellate brief preparation and other appellate work.

(6) A general knowledge of all areas of the Prosecuting Attorney's and Coroner's Offices in order to assist the Office Manager.

(7) A thorough knowledge of personnel matters involving requirements of collective bargaining agreements and/or personnel policies as applicable.

(8) A thorough knowledge of budgetary issues which affect labor relations and negotiations with union employees.

(9) The ability to work closely with the Prosecuting Attorney or assigned deputy on administrative or personnel matters.

This work requires specialized knowledge of the areas of legal operations to which the individual position is assigned.

Employees occupying positions in this grade perform supervisory duties in support of the Prosecuting Attorney, Deputy Prosecuting Attorneys or other administrative personnel for those lawyers in a more specialized nature. This employee receives general directions and guidelines from the supervising attorney but assumes responsibility for determining how the assigned workload is to be accomplished and receives little direction on a day to day basis. This employee must be able to fill in for the Office Manager. The work often requires considerable liaison with other County offices, law enforcement, law offices and the general public. The work performed and information obtained in this position is strictly confidential. This employee will routinely see information regarding personnel matters and budget issues which affect labor relations and negotiations, and other information that must be kept confidential from other employees in the office and from the general public.

This employee is employed at the will of the Prosecuting Attorney and serves at the discretion of the Prosecuting Attorney.

Example Of Duties:

Representative examples of work include: independently drafting legal documents, organizing and summarizing documents, interviewing clients, victims or witnesses, independent preparation of correspondence and memoranda, researching and performing other tasks as dictated by the needs of the office, screening visitors, calls and mail directed to the Prosecuting Attorney, interviewing applicants for employment, evaluating current employees' job performance relative to promotion, demotion or discipline, reviewing the budget in reference to labor relations and negotiations, relieves Office Manager of part of duties for making travel arrangements, budget preparation, vouchers for bills or other assigned duties.

Applicable Knowledge, Skills and Abilities:

(1) A good knowledge of the legal system and court procedures for the entire office and a thorough knowledge for the specific duties to which assigned.

(2) An advanced knowledge of correct and effective use of English grammar.

(3) Possession of basic paralegal skills including preliminary drafting abilities, identification of legal problems, knowledge of legal terminology, and interpretation and application of laws, rules and regulations.

(4) Ability to gather data from files, reports, other agencies and libraries, interpret the data and compile an understandable format.

(5) Ability to work independently and follow through on given assignments.

(6) Ability to maintain, within broad guidelines, an overview of complex processes involving many steps, and of each task from beginning to end; to obtain all information needed for completion and to set priorities.

(7) Ability to maintain a professional attitude and demeanor regarding highly critical matters involving confidentiality and

discretion; able to establish and maintain effective working relationships with attorneys, law enforcement officers, other agencies, employees and the public.

(8) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, defendants and other persons in various emotional states who may be reluctant to impart information.

(9) Ability to work under pressure and to adapt to new situations and tasks.

(10) Ability to understand and execute complicated oral and written instructions and to apply available guidelines to varied circumstances.

(11) Ability to understand and apply provisions of collective bargaining agreements and/or personnel policies. To deal with personnel issues and budgetary issues which affect union employees.

(12) Ability to type at the full performance level.

(13) Must have a valid vehicle operators license.

Specific Duties:

Specific duties include but are not limited to:

(1) Performs complex and specialized secretarial and office work typically requiring the preparation of legal pleadings for Superior Court (such as motions, affidavits, complaints (petitions), subpoenas, statements and other documents) and correspondence relative to legal cases and assures that legal notices and other forms are processed, including Notary Public functions, to meet legal service of process requirements and deadlines.

(2) Collects all pertinent data, including, but not limited to, the costs of the action to the State of Washington and to Franklin County and assembles it into an outline form for the Prosecutor or one of his Deputies to use in actions heard in Court and collects the same data for all agreed judgments and orders.

(3) Confers and negotiates with defense attorneys and/or respondents to prepare agreed judgments and orders, subject to approval by either the Prosecutor or one of his Deputies.

(4) Directs and assist the Office Manager in the training of the work activities of other clerical employees (i.e. part-time help, interpreters, vacation fill-in workers). Evaluates or assists in evaluation of personnel. Prepares or assists in establishing labor relation policies or contract terms covering hiring, evaluation, demotion, promotion, discipline, layoff and/or discharge of employees.

(5) Prepares, supervises, witnesses and testifies, if needed, in court proceedings concerning blood drawings for both intra-state and inter-state blood tests.

(6) Keeps current with periodic legislative changes to the Revised Code of Washington and Federal Regulations pertaining to both Uniform Responding Enforcement of Support Act (URESA) and paternity cases, and is highly knowledgeable of all aspects of both.

(7) Programs and operates disc electronic word processing and computer and from draft or machine dictation, formats, keyboards, edits, proofreads, finalizes and stores correspondence, legal forms and reports; makes substantive decisions about text of material to be keyboarded and codes information; catalogues and files recorded data and instructions for further use; revises stored data to accommodate changes.

(8) Prepares the budget and reports, compiles data needed for the budget, accounting, reporting, personnel, & payroll functions, makes and plans acquisitions of supplies and equipment. Prepares or assists in preparation of budget for purposes of labor negotiations, job classification or reclassification and corresponding salary schedule.

(9) Supervises daily acquisition and distribution of mail and all other correspondence and packages received and proper placement of all outgoing correspondence and packages.

(10) Performs any other general duties as may be required or assigned by the Employer.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional ar-

eas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Person assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for an employee who has successfully completed an interim period of initial employment as determined by the Prosecuting Attorney. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

LEGAL SECRETARY I/RECEPTIONIST
Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Office Manager or Supervising Secretary and Prosecuting Attorney or Assigned Deputy
Grade: 4

Purpose:

Performs a variety of responsible receptionist, clerical, secretarial and related duties. Responsible for pick-up and delivery of intra-court-house mail, U.S. mail and other such communications.

Nature Of Work:

This employee must be able to act as a receptionist, clerk and assistant legal secretary. The employee must have:

(1) A working knowledge of and familiarization with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations;

(2) A working knowledge of various forms utilized in civil, criminal and juvenile work including District and Juvenile Courts' operation and similar Superior Court forms and operations;

(3) A working knowledge of various forms utilized in basic County operations and functions relating to the Prosecuting Attorney's duties within the County; and

(4) A basic knowledge of proper forms, legal symbols, abbreviations and a working vocabulary of legal terminology.

This work requires specialized knowledge of the areas of legal operations to which the individual position is assigned.

Employees occupying positions in this grade perform duties in support of the Prosecuting Attorney, Deputy Prosecuting Attorneys or other secretaries for those lawyers in a more specialized nature. This employee receives general directions and guidelines from the supervising attorney or supervising secretary but assumes responsibility for determining how the assigned workload is to be accomplished with periodic

direction. This employee assists with felony work and civil matters with moderate supervision. This employee must be able to do felony work and civil matters with supervision as needed. The work often requires considerable liaison with other County offices, law enforcement, law offices and the general public. The work performed and information obtained in this position is strictly confidential.

Example Of Duties:

Representative examples of work include: filing; typing motions, orders, conclusions of law, charging language and other civil, criminal and juvenile pleadings; organize and summarize documents, prepare correspondence and memoranda; photocopying; organize and maintain files and court calendars; process discovery material to attorneys and process witness lists, omnibus applications, and subpoenas.

Applicable Knowledge, Skills and Abilities:

(1) Knowledge of the legal system and court procedures in general and of the specific legal area to which assigned from time to time.

(2) Ability to properly answer the telephone and greet members of the public, and to direct callers to the proper offices.

(3) Knowledge of correct and effective use of English grammar.

(4) Ability to type rapidly and accurately.

(5) Ability to type from hand written drafts and from machine transcription.

(6) Ability to operate equipment associated with the position including a photocopier, an electronic typewriter, a word processor, a computer, and dictation/transcription equipment.

(7) Ability to file, set up filing systems for court, for information and form files, and for jury instructions.

(8) Ability to maintain calendars for self, for lawyer handling cases, and for court docket.

(9) Ability to work independently and with a minimum of supervision in order to follow through when given assignments.

(10) Ability to work under pressure and to adapt in new situations and tasks.

(11) Ability to understand and execute complex oral and written instructions in a wide variety of situations.

(12) Ability to gather and interpret data from files and reports. Must keep case record, statistics and other data as needed.

(13) Basic skills include preliminary docket drafting, understanding of legal terminology, and ability to apply laws, rules and regulations.

(14) Ability to maintain a professional attitude and demeanor; ability to establish and maintain effective working relationships with attorneys, law enforcement officers, other agencies, employees and the public.

(15) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, defendants and other persons.

(16) Must have a valid vehicle operators license.

Specific Duties:

Specific duties include but are not limited to:

(1) Pick up morning mail from courthouse and post office, date stamp and sort mail and all other correspondence or packages received, deliver files and correspondence and packages to courthouse and nearby agencies and to deposit afternoon mail. Sort and distribute as directed.

(2) Keep records of and status of all cases handled together with all filing information and paper work.

(3) Maintain calendar of court docket for all trials/hearing dates and to maintain calendar for self in order to request reports, prepare witness lists, subpoenas, and to alert lawyer or other secretaries of deadlines to be met.

(4) Photocopying of documents, reports, letters, cases, jury instructions for anyone in the office as needed.

(5) Upon completion of a case, log the information in the proper place and file in the proper closed file.

(6) Correspondence must be appropriately filed for information retrieval.

(7) Act as a telephone receptionist obtaining messages which include the name of the caller, reason for call, date, time, to whom directed, and return telephone number. Make certain that this information is brought to the proper lawyer's and/or supervising secretary's attention.

(8) Preparation of court documents needed for all District Court and Juvenile Court cases and to assist in the preparation of documents needed for civil matters or for Superior Court matters as directed by a supervising secretary or the secretary normally handling such matters or by an attorney.

(9) Performs any other general duties as may be required or assigned by the Employer.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional areas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Persons assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for a regular employee who has successfully completed a probationary period of employment. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

LEGAL SECRETARY II
Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Office Manager or Supervising Secretary and Prosecuting Attorney or assigned Deputy.
Grade: 5

Purpose:

Performs a variety of responsible clerical or technical work in support of legal office functions which require independent judgment within policy guidelines and considerable knowledge of legal terminology. This classification is distinguished from the Receptionist position by the more advanced nature and levels of work, by greater variety of responsible tasks and by the more serious consequences of error. Work is largely procedural, but incumbents must frequently use judgment in application or choice of procedures and sequence of activities to achieve the most effective performance of job duties.

The contents of all job descriptions of the same or lower grade in this office are part of this job description except to the extent that greater requirements are made by this job description.

Nature Of Work:

This employee must be able to act as a legal secretary. The employee must have:

(1) A working knowledge of and familiarization with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations, and a good knowledge of these matters in the area to which specifically assigned;

(2) A working knowledge of various forms utilized in civil, criminal and juvenile work including District and Juvenile Courts' operation and similar Superior Court forms and operations, and a good knowledge of these forms in the area to which specifically assigned;

(3) A working knowledge of various forms utilized in basic and more complex County operations and functions relating to the

Prosecuting Attorney's duties within the County, and a good knowledge in the area to which specifically assigned;

(4) A thorough knowledge of proper forms, legal symbols, abbreviations and a working vocabulary of legal terminology; and

(5) A working knowledge of appellate brief preparation and other applicable work with supervision; and

(6) A working knowledge of the Office of County Coroner and an ability, with supervision to assist in performing its clerical duties.

This work requires specialized knowledge of the areas of legal operations to which the individual position is assigned.

Employees occupying positions in this grade perform duties in support of the Prosecuting Attorney, Deputy Prosecuting Attorneys or other secretaries for those lawyers in a more specialized nature. This employee receives general directions and guidelines from the supervising attorney or supervising secretary but assumes responsibility for determining how the assigned workload is to be accomplished and receives little direction on a day to day basis. This employee performs felony work and civil matters with limited supervision and child support work with moderate supervision. The work often requires considerable liaison with other County offices, law enforcement, law offices and the general public. The work performed and information obtained in this position is strictly confidential.

Example Of Duties:

Representative examples of work include: filing; typing motions, orders, conclusions of law, charging language and other civil, criminal and juvenile pleadings; organize and summarize documents; prepare correspondence and memoranda; photocopying; organize and maintain files and court calendars; process discovery material to attorneys and process witness lists, omnibus applications, and subpoenas; interview clients for paternity and child support matters; interview victims and witnesses of crimes.

Applicable Knowledge, Skills and Abilities:

(1) Knowledge of the legal system and court procedures in general and of the specific legal area to which assigned.

(2) Knowledge of correct and effective use of English grammar.

(3) Ability to type rapidly and accurately.

(4) Ability to type from hand written drafts and from machine transcription.

(5) Ability to operate equipment associated with the position including a photocopier, an electronic typewriter, a word processor, a computer, and dictation/transcription equipment.

(6) Ability to file, set up filing systems for court, for information and form files, and for jury instructions.

(7) Ability to maintain calendars for self, for lawyer handling cases, and for court docket.

(8) Ability to work independently and without supervision in order to follow through when given assignments.

(9) Ability to work under pressure and to adapt in new situations and tasks.

(10) Ability to understand and execute complex oral and written instructions and to apply extensive or obscure guidelines to a wide variety of situations.

(11) Ability to gather data from files and reports, interpret the date, and compile into an understandable format. Must keep case record and statistics and other data as needed.

(12) Basic skills include preliminary docket drafting, understanding of legal terminology, and ability to apply laws, rules and regulations.

(13) Ability to maintain a professional attitude and demeanor regarding highly critical matters involving confidentiality and discretion; able to establish and maintain effective working relationships with attorneys, law enforcement officers, other agencies, employees and the public.

(14) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, and defendants in various emotional states who may be reluctant to impart information.

(15) Must have a valid vehicle operators license.

Specific Duties:

Specific duties include but are not limited to:

(1) Performs complex and specialized secretarial and office work typically requiring the preparation of legal pleadings for Superior Court (such as motions, affidavits, complaints, petitions, subpoenas, statements and other documents) and correspondence relative to legal cases and assures that legal notices and other forms are processed, including Notary Public functions, to meet legal service of process requirements and deadlines.

(2) Collects all pertinent data, including, but not limited to, the costs of the action to the State of Washington and to Franklin County and assembles it into an outline form for the Prosecutor or one of his Deputies to use in actions heard in Court and collects the same data for all agreed judgments and orders.

(3) Works closely with, and is in regular contact with, the Office of Support Enforcement, Washington State Department of Social and Health Services, concerning the transfer of files to their office for collection, location of both Respondents and Petitioners, medical expenses of Petitioners, Welfare on/off dates of Petitioners and earnings checks on Respondents.

(4) Performs all screening of paternity matters referred by the Office of Support Enforcement for the establishment of paternity and makes a preliminary determination, subject to review by a supervising secretary and (Deputy) Prosecuting Attorney, as to whether a particular case is workable/not workable.

(5) Makes a preliminary determination, subject to review by the Supervising Secretary and a Deputy Prosecuting Attorney, as to whether a Petitioner is cooperating with the Child Support Division, based upon established and well-defined guidelines, and if Petitioner is not, refers her case to the Office Of Support Enforcement.

(6) Confers with defense attorneys and/or confers and negotiates with respondents to prepare agreed judgments and orders, subject to approval by either the Prosecutor or one of his Deputies.

(7) Directs and assists Supervising Secretaries in the training of the work activities of other clerical employees (i.e. part-time help,

interpreters, vacation fill-in workers), but does not spend a substantial amount of time on supervision.

(8) Prepares, supervises, witnesses and testifies, if needed, in court proceedings concerning blood drawings for both intra-state and inter-state blood tests.

(9) Keeps current with periodic legislative changes to the Revised Code of Washington and Federal Regulations pertaining to both Uniform Responding Enforcement of Support Act (URESA) and paternity cases, and is highly knowledgeable of all aspects of both.

(10) Conducts interviews with both respondents and petitioners concerning extremely personal matters (i.e. their past sexual activities) for paternity matters.

(11) Conducts interviews with respondents and/or their attorneys and with petitioners concerning all aspects of their ability to pay/not pay their court ordered current monthly child support, accrued child support and their court costs for the action.

(12) Programs and operates electronic word processing or computer equipment. Takes material from draft or machine dictation and formats, keyboards, edits, proofreads, finalizes and stores correspondence, legal forms and reports. Makes substantive decisions about text of material to be keyboarded and codes information; catalogues and files recorded data and instructions for further use; revises stored data to accommodate changes. Coordinates stored material with hard copy form and information files. Maintains duplicate discs for backup. Has all information in such form so as able to function without word processing equipment.

(13) Annually assists in preparation of a statistical data report for the Prosecutor's annual report to the Washington State Governor and, as needed, prepares various reports for the Office of Support Enforcement in Olympia.

(14) Has a thorough knowledge of the purpose of both the Child Support Division and the IV-D Program, their functions and practices, and is able to convey this information to the general public and private attorneys in an understandable, articulate manner.

(15) Performs any other general duties as may be required or assigned by the Employer.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional areas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Persons assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for a regular employee who has successfully completed a probationary period of employment. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

LEGAL SECRETARY III
Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Office Manager or Supervising Secretary and Prosecuting Attorney or Assigned Deputy
Grade: 6

Purpose:

Performs a variety of responsible clerical or technical work in support of legal office functions which require independent judgment within policy guidelines and considerable knowledge of legal terminology. This classification is distinguished from the Legal Secretary II position by: greater responsibility for initiating work; greater involvement in the technical aspects of procedural law, court procedures and department policy; the exercise of greater independent judgment and discretion in obtaining effective results and overcoming unusual problems; and the more serious consequences of error. Work may be procedural, but it also frequently requires the use of judgment in application or choice of procedures and sequence of activities to achieve the most effective performance of job duties. The contents of all job descriptions of the same or lower grade in this office are part of this job description except to the extent that greater requirements are made by this job description.

Nature Of Work:

This employee must be able to act as an advanced legal secretary. The employee must have:

(1) A good knowledge of and familiarization with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations;

(2) A good knowledge of various forms utilized in civil, criminal and juvenile work including District and Juvenile Courts' operation and similar Superior Court forms and operations;

(3) A good knowledge of various forms utilized in basic and more complex County operations and functions relating to the Prosecuting Attorney's duties within the County; and

(4) A good knowledge of proper forms, legal symbols, abbreviations and a working vocabulary of legal terminology.

(5) A working knowledge of appellate brief preparation and other appellate work.

(6) A working knowledge of the office of County Coroner and ability to assist in performing clerical functions for the Coroner and in arranging for persons to perform Coroner duties, including autopsies.

This work requires specialized knowledge of the areas of legal operations to which the individual position is assigned.

Employees occupying positions in this grade perform duties in support of the Prosecuting Attorney, Deputy Prosecuting Attorneys or other secretaries for those lawyers in a more specialized nature. This employee receives general directions and guidelines from the supervising attorney or supervising secretary but assumes responsibility for determining how the assigned workload is to be accomplished and receives little direction on a day to day basis. This employee performs felony work, district court work, juvenile court work, child support work and civil matters without supervision. This employee must be able to supervise the work of the subordinate secretaries and to coordinate work with other secretaries in the office as needed. This employee must be able to fill in for Legal Secretary IV for normal vacation, sick or other temporary absence periods. The work often requires considerable liaison with other County offices, law enforcement, law offices and the general public. The work performed and information obtained in this position is strictly confidential.

Example Of Duties:

Representative examples of work include: filing; typing motions, orders, conclusions of law, charging language and other civil, criminal and juvenile pleadings; organize and summarize documents; prepare correspondence and memoranda; photocopying; organize and maintain files and court calendars; process discovery material to attorneys and process witness lists, omnibus applications, and subpoenas; prepare court documents and letters from outlined information; interview clients for paternity and child support matters; interview victims and witnesses of crimes.

Applicable Knowledge, Skills and Abilities:

(1) A thorough knowledge of the legal system and court procedures in general and of the specific legal area to which assigned.

(2) Knowledge of correct and effective use of English grammar.

(3) Ability to type rapidly and accurately.

(4) Ability to type from hand written drafts and from machine transcription.

(5) Ability to operate equipment associated with the position including a photocopier, an electronic typewriter, a word processor, a computer, and a dictation/transcription equipment.

(6) Ability to file, set up filing systems for court, for information and form files, and for jury instructions.

(7) Ability to maintain calendars for self, for lawyer handling cases, and for court docket.

(8) Ability to work independently and without supervision in order to follow through when given assignments.

(9) Ability to work under pressure and to adapt in new situations and tasks.

(10) Ability to understand and execute complex oral and written instructions and to apply extensive or obscure guidelines to a wide variety of situations.

(11) Ability to gather data from files and reports, interpret the date, and compile into an understandable format. Must keep case record and statistics and other data as needed.

(12) Advanced skills include preliminary docket drafting, understanding of legal terminology, and ability to apply laws, rules and regulations.

(13) Ability to maintain a professional attitude and demeanor regarding highly critical matters involving confidentiality and discretion; able to establish and maintain effective working relationships with attorneys, law enforcement officers, other agencies, employees and the public.

(14) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, and defendants in various emotional states who may be reluctant to impart information.

(15) Must have a valid vehicle operators license.

Specific Duties:

Specific duties include but are not limited to:

(1) Performs complex and specialized secretarial and office work typically requiring the preparation of legal pleadings for Superior Court (such as motions, affidavits, complaints, petitions, subpoenas, statements and other documents) and correspondence relative to legal cases and assures that legal notices and other forms are processed, including Notary Public functions, to meet legal service of process requirements and deadlines.

(2) Collects all pertinent data, including, but not limited to, the costs of the action to the State of Washington and to Franklin County and assembles it into an outline form for the Prosecutor or one of his Deputies to use in actions heard in Court and collects the same data for all agreed judgments and orders.

(3) Works closely with, and is in regular contact with, the Office of Support Enforcement, Washington State Department of Social and Health Services, concerning the transfer of files to their office for collection, location of both Respondents and Petitioners, medical expenses of Petitioners, Welfare on/off dates of Petitioners and earnings checks on Respondents.

(4) Performs all screening of Paternity matters referred by the Office of Support Enforcement for the establishment of paternity and makes the final determination, subject to review by a supervisory secretary and a (Deputy) Prosecuting Attorney, as to whether a particular case is workable/not workable.

(5) Makes a final determination as to whether a Petitioner is cooperating with the Child Support Division, based upon established and well-defined guidelines, and if Petitioner is not, refers her case to the Office Of Support Enforcement.

(6) Confers with defense attorneys and/or confers and negotiates with respondents to prepare agreed judgments and orders, subject to approval by the (Deputy) Prosecuting Attorney.

(7) Directs and assist the Administrator in the training of the work activities of other clerical employees (i.e. part-time help, new employees, vacation fill-in workers), but does not spend more than fifty percent (50%) of time on supervision.

(8) Prepares, supervises, witnesses and testifies, if needed, in court proceedings concerning blood drawings for both intra-state and inter-state blood tests.

(9) Keeps current with periodic legislative changes to the Revised Code of Washington and Federal Regulations pertaining to both Uniform Responding Enforcement of Support Act (URESA) and paternity cases, and is highly knowledgeable of all aspects of both.

(10) Conducts interviews with both respondents and petitioners concerning extremely personal matters (i.e. their past sexual activities) for paternity matters.

(11) Conducts interviews with respondents and/or their attorneys and with petitioners concerning all aspects of their ability to pay/not pay their court ordered current monthly child support, accrued child support and their court costs for the action.

(12) Programs and operates electronic word processing or computer equipment. Takes material from draft or machine dictation and formats, keyboards, edits, proofreads, finalizes and stores correspondence, legal forms and reports. Makes substantive decisions about text of material to be keyboarded and codes information; catalogues and files recorded data and instructions for further use; revises stored data to accommodate changes. Coordinates stored material with hard copy form and information files. Maintains duplicate discs for backup. Has all information in such form so as able to function without word processing equipment.

(13) Annually assists in preparation of a statistical data report for the Prosecutor's annual report to the Washington State Governor and, as needed, prepares various reports for the Office of Support Enforcement in Olympia.

(14) Has a thorough knowledge of the purpose of both the Child Support Division and the IV-D Program, their functions and practices, and is able to convey this information to the general

public and private attorneys in an understandable, articulate manner.

(15) Performs any other general duties as may be required or assigned by the Employer.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional areas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Person assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for a regular employee who has successfully completed a probationary period of employment. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

LEGAL SECRETARY IV
Resolution No. 88-102

Department: Franklin County Prosecuting Attorney's Office
Reports To: Office Manager or Supervisory Secretary and Prosecuting Attorney or Assigned Deputy
Grade: 7

Purpose:

Performs a variety of supervisory work in support of legal office functions which require independent judgment within policy guidelines and considerable knowledge of legal procedures and department policies. This classification is distinguished from other Legal Secretary positions by: greater responsibility for initiating work; greater involvement in the technical aspects of procedural law, court procedures and department policy; the exercise of greater independent judgment and discretion in obtaining effective results and overcoming unusual problems; and the more serious consequences of error. Work involves: relieving a professional or administrative superior of the technical aspects of legal support activities; greater responsibility for independently determining detailed and varied procedures for carrying out assignments; independent responsibility for the flow and completion of all assigned work. The contents of all job descriptions of the same or lower grade in this office are part of this job description except to the extent that greater requirements are made by this job description.

Nature Of Work:

This employee must be able to act as an advanced legal secretary with paralegal and supervisory duties. The employee must have:

(1) A thorough knowledge of and familiarity with the Washington State statutory scheme as set out in the Revised Code of Washington, including the ability to identify and locate specific statutory and case citations;

(2) A thorough knowledge of various forms utilized in civil, criminal and juvenile work including the forms and operations of these courts;

(3) A thorough knowledge of various forms utilized in complex Count operations and functions relating to the Prosecuting Attorney's duties within the County; and

(4) A thorough knowledge of proper forms, legal symbols, abbreviations and a working vocabulary of legal terminology.

(5) A good knowledge of appellate brief preparation and other appellate work.

(6) A good knowledge of the office of County Coroner and ability to perform clerical functions for the Coroner and in arranging for persons to perform coroner duties, including autopsies.

(7) A working knowledge of employee relations, employee motivation and other supervisory skills.

(8) A general knowledge of the office to be able to supervise and operate the office on a temporary or emergency basis.

This work requires specialized knowledge of the areas of legal operations to which the individual position is assigned.

Employees occupying positions in this grade perform supervisory duties in support of the Prosecuting Attorney, Deputy Prosecuting Attorneys or other administrative personnel or secretaries for those lawyers in a more specialized nature. This employee receives general directions and guidelines from the supervising attorney or supervising secretary but assumes responsibility for determining how the assigned workload is to be accomplished and receives little direction on a day to day basis. This employee supervises the timely completion of work without supervision. This employee must be able to do supervise the work of the entire clerical staff as needed for short periods of time. This employee must be able to supervise and operate the office on a temporary or emergency basis. The work often requires considerable liaison with other County offices, law enforcement, law offices and the general public. The work performed and information obtained in this position is strictly confidential.

Example Of Duties:

Representative examples of work include: filing; typing motions, orders, conclusions of law, charging language and other civil, criminal and juvenile pleadings; organize and summarize documents, prepare correspondence and memoranda; photocopying; organize and maintain files and court calendars; process discovery material to attorneys and process witness lists, omnibus applications, and subpoenas; prepare court documents and letters from outlined information; interview

clients for paternity and child support matters; interview victims and witnesses of crime.

Applicable Knowledge, Skills and Abilities:

(1) A thorough knowledge of the legal system and court procedures in general and of the specific legal area to which assigned.

(2) Knowledge of correct and effective use of English grammar.

(3) Ability to type rapidly and accurately.

(4) Ability to type from hand written drafts and from machine transcription.

(5) Ability to operate equipment associated with the position including a photocopier, an electronic typewriter, a word processor, a computer, and a dictation/transcription equipment.

(6) Ability to file, set up filing systems for court, for information and form files, and for jury instructions.

(7) Ability to maintain calendars for self, for lawyer handling cases, and for court docket.

(8) Ability to work independently and without supervision in order to follow through when given assignments.

(9) Ability to work under pressure and to adapt in new situations and tasks.

(10) Ability to understand and execute complex oral and written instructions and to apply extensive or obscure guidelines to a wide variety of situations.

(11) Ability to gather data from files and reports, interpret the date, and compile into an understandable format. Must keep case record and statistics and other data as needed.

(12) Advanced skills include preliminary docket drafting, understanding of legal terminology, and ability to apply laws, rules and regulations.

(13) Ability to maintain a professional attitude and demeanor regarding highly critical matters involving confidentiality and discretion; able to establish and maintain effective working rela-

tionships with attorneys, law enforcement officers, other agencies, employees and the public.

(14) Ability to communicate effectively, orally and in writing, with persons including witnesses, complainants, and defendants in various emotional states who may be reluctant to impart information.

(15) Ability to maintain budget, accounting, personnel and payroll records and to process routine vouchers.

(16) Must have a valid vehicle operators license.

Specific Duties:

Specific duties include but are not limited to:

(1) Performs complex and specialized secretarial and office work typically requiring the preparation of legal pleadings for Superior Court (such as motions, affidavits, complaints, petitions, subpoenas, statements and other documents) and correspondence relative to legal cases and assures that legal notices and other forms are processed, including Notary Public functions, to meet legal service of process requirements and deadlines.

(2) Collects all pertinent data, including, but not limited to, the costs of the action to the State of Washington and to Franklin County and assembles it into an outline form for the Prosecutor or one of his Deputies to use in actions heard in Court and collects the same data for all agreed judgments and orders.

(3) Works closely with, and is in regular contact with, the Office of Support Enforcement, Washington State Department of Social and Health Services, concerning the transfer of files to their office for collection, location of both Respondents and Petitioners, medical expenses of Petitioners, Welfare on/off dates of Petitioners and earnings checks on Respondents.

(4) Performs all screening of Paternity matters referred by the Office of Support Enforcement for the establishment of paternity and makes the final determination, subject to review by a supervisory secretary and a (Deputy) Prosecuting Attorney, as to whether a particular case is workable/not workable.

(5) Makes a final determination as to whether a Petitioner is cooperating with the Child Support Division, based upon established

and well-defined guidelines, and if Petitioner is not, refers her case to the Office Of Support Enforcement.

(6) Confers with defense attorneys and/or confers and negotiates with respondents to prepare agreed judgments and orders, subject to approval by either the Prosecutor or one of his Deputies.

(7) Directs and assists supervisory secretaries in the training of the work activities of other clerical employees (i.e. part-time help, new employees, vacation fill-in workers), but does not spend substantially more than fifty percent (50%) of time on supervision.

(8) Prepares, supervises, witnesses and testifies, if needed, in court proceedings concerning blood drawings for both intra-state and inter-state blood tests.

(9) Keeps current with periodic legislative changes to the Revised Code of Washington and Federal Regulations pertaining to both Uniform Responding Enforcement of Support Act (URESA) and paternity cases, and is highly knowledgeable of all aspects of both.

(10) Programs and operates electronic word processing and computer equipment and from draft or machine dictation, formats, keyboards, edits, proofreads, finalizes and stores correspondence, legal forms and reports; makes substantive decisions about text of material to be keyboarded and codes information; catalogues and files recorded data and instructions for further use; revises stored data to accommodate changes.

(11) Prepares appellate briefs, motions and other documents.

(12) Assists in preparing the budget, assists in compiling the data needed for budget, accounting, personnel and payroll functions. Able to make routine purchases and process routine payments.

(13) Compiles the data for and prepares a cost allocation plan for the Office of Support Enforcement, monthly expenditure reports for OSE for reimbursement of funds and time used by the County in processing child support matters.

(14) Assists in preparing the budget for those areas in which the employee frequently works.

(15) Performs any other general duties as may be required or assigned by the Employer.

The statements contained above reflect details as necessary to describe the principal functions of this job, the level of knowledge and skills typically required, and the scope of responsibility - they should not be considered an all-inclusive list of work requirements. Persons assigned this job description may perform other duties, as assigned, including work in other functional areas to cover absences or relief, to equalize peak work, or otherwise to balance the workload. Person assigned this job description will follow any other instructions and perform any other related duties as may be required by their supervisor.

The statements contained in this job description reflect an outline of expectations of the Employer for a regular employee who has successfully completed a probationary period of employment. Applicants for this position need not have all of the knowledge, skills and abilities listed. Applicants will be screened on the basis of best meeting the criteria of the position, either with direct ability, skills and knowledge or apparent ability to learn and perform the requirements of the position. Applicants must demonstrate the ability to work well with other employees, supervisors and any other persons, agencies, or public contacts with the Prosecuting Attorney's Office.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 8, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Terri Yonts, District Court Administrator. Mr. Mathews advised her that as requested in the memo the Board is requesting that the 1989 budget be rolled back to the amended 1988 budget, $215,763.00. The Board advised there were still too many unknowns and reviewing the budgets they had no way to put anything over what 1988 indicates. They asked that she review her budget and make the following changes: no salary adjustment except step increases; reduce unemployment to $25 per person (there is a large reserve built up); remove the remodeling completely from her budget; and remove the extra person she has shown. The Board understands her need for additional help; however, at this time it cannot be considered. This item could be discussed again next year. Also the Board advised that the benefits were still uncertain.

Ms. Yonts agreed to the Commissioners request. She mentioned that her revenue this year will be higher then anticipated and she is also looking into new ways to increase the revenue. She has just attended a court administration class and has discovered that there are court costs that have not been imposed, which if collected would be 100% revenue for the county. Also, her personal feelings only, she would like to see the county use a collection agency. The cost for the agency would be in addition to any fines, and the county would receive 100% return on the fines. Other areas discussed were the possibility of what the legislation had in mind for law and justice; court times; and how an extra employee would be used.

The Board advised Ms. Yonts that they would review this again after the requested changes have been made.

The Board met with Valoria Loveland, Franklin County Treasurer. They advised Mrs. Loveland that they were asking everyone to roll back their 1989 budget request to the

amended 1988 budget, $212,845.00, with the following changes: only step increases being included for salaries; $25 per person for unemployment. There might be additional money in retirement due to a large reserve but the Commissioners have been unable to get the exact figure. Mrs. Loveland pointed out two areas in her budget that she wanted to include in 1989: training and a new typewriter and calculator. The training is necessary to efficiently and effectively use the equipment they now have. Mr. Miller felt that the training should be placed in the non-departmental budget and not in individual budgets. Mr. Whitemarsh agreed, but felt that we needed to get some control over our data processing budget. Concerning her need for another typewriter, she has mentioned this to the Board before. Presently she has three typewriters all of which either skip letters or bunches them together. She felt another PC with word processing would be "overkill" for typing of memos. She presently has a PC and with additional training it would be used by everyone.

Other items discussed were the need to get on top of the cost per day in the Correctional Facility with the City of Pasco; changing the contract with the city to monthly payments in lieu of quarterly plus 30 days; ways to save money on the data processing; piping problems in the Correctional Facility that could be costly to the county; legislation, new/revised, needed to assess for collection and foreclosure for other districts; and the need to do something (salary wise) for the administrative assistants. Mrs. Loveland advised that she would have her 1988 budget balanced by interbudget transfers. The Board advised Mrs. Loveland that the 1989 budget would be reviewed again after the requested changes are made.

The Board met with Shirley Morrow, Franklin County Assessor. Again they advised her to roll her 1989 budget request back to the 1988 amended budget ($299,140.00), showing only step increases, $25 per person in unemployment. Benefits could not be settled at this time. Mrs. Morrow pointed out there was a mistake made on the 1989

preliminary budget. For the Building Appraisers' salaries for 1988, these should have read $23,328 each not the $24,504 as shown. The $1,176 was a retroactive payment back to 1987. She still had a controversy with not having a car; she is presently renting a car for her out of town trips. The Board could not settle the problem about a car at this point, but would work on it. Other items discussed were the paper for the Appraisers' PC's - which budget this should come from; heavy workload placed on her copying machines by other departments. The Board advised that this budget would be reviewed again after the suggested changes are implemented.

The Board met with Don Carter, Building Inspector Supervisor, and Steve Small, Building Inspector. The Board advised him they were looking at maintaining the budget as close to the 1988 amendment budget as possible. Mr. Small advised that he would need an additional $2,000 to purchase the revised code books. These books are revised every three years and will be coming out in 1989. Mr. Miller felt this could be included because there would be a salary adjustment (salary shown was for previous inspector); unemployment reduced down to $25 per employee, and retirement has a large reserve. With the benefits still uncertain, there should be no changes made in this area until something is more definite. Mr. Mathews felt this budget needed to be rebuilt upon Steve's recommendation. Mr. Small presented several ways to improve revenue: bring the building evaluations up to 1988 standards. We are presently using 1976/79 evaluations; also adopt the Northwest Energy Code. The Board felt that at this time they needed to study the Northwest Energy Code as compared to the Washington State Energy Code before they could make a decision. The Board requested Mr. Small to make the requested changes and when they next reviewed this budget they would have a salary set for his position.

The Board met with Don Carter, Courthouse Maintenance - Supervisor. The Board advised Mr. Carter that they are requesting that the 1989 budget be rolled back to the 1988 amended, $111,988.00. Mr. Carter felt it would be necessary to bring one

employee's salary up to the others after the employee has completed a full year of service. He would like to see this in affect February 1, 1988. Also, presently the maintenance personnel are using three personal vacuum cleaners. He would also like to purchase three light-weight commercial vacuum cleaners--cost between $120-$130. The Board requested that if he had the money in this year's budget to purchase one this year and schedule the other two for 1989. The Board advised Mr. Carter to reduce the unemployment to $25 per person and remove the Repairs and Maintenance - Correctional Facility out of his budget.

The Board met with Don Carter, Fire Marshall. The Board advised him they are requesting that the 1989 budget request be rolled back to the 1988 amended. However, due to his additional jobs they would be looking at an additional $2,400 per year. The additional money would be taken from the Building Inspector's budget. Mr. Carter also advised that he would need to buy revised code books this year. He will work with the Building Inspector to get a large volume ordering discount. Mr. Carter also advised that he would be happy to remain Building Inspector Supervisor until Mr. Small is off probation. The Board will review this budget again after changes have been made as requested.

The Board prepared a letter authorizing the Franklin County Treasurer to invest the excess funds from the 1988 Bond fund in the amount of $65,000 for a period of thirty days as of November 7, 1988.

1:30 p.m. The Board met with Bill Ford, County Extension Agent. The Board asked Mr. Ford to take his budget back to the 1988 amended budget of $88,431.00 and try to work with that. The Board is not suggesting any layoffs but the only thing they saw in this budget would be cutting a secretary to half time. General discussion was held on the county's need for additional funding; WSU's participation in the economic development of the Tri-Cities; insurance still uncertain; bulk wine industry; need to

get other agencies involved in talking to the legislation about county's needs. The Board will review this budget again once changes have been made.

The Board met with Marilyn Wiggins, Emergency Management Director. Mrs. Wiggins advised her department's budget, which is State funded, has been approved at $48,582.00. The County's contribution is $4,004 and would be placed in line item 519.90 50 0009 Aid to Other Government.

2:30 p.m. The Board met with Bruce Gilkeson, Franklin County Engineer, and Ralph Burrus, Park Caretaker, on the Parks Budget. Also present: Dorothy Driver, resident. The Board advised that they are requesting the 1989 budgets be rolled back to the amended 1988 budget minus the cost of the dwelling that was included in 1988. However, it was noted that there was a loan payment in the amount of $4,420 that would have to be included this year; making the amended budget $77,295.00. One area to look at is to cut back the unemployment to $25/employee and move the additional money to another line item where needed. Also, another line item would be needed for the caretaker annual leave pay off--at least $1,300.00. The Park was still on the list prepared by the Riverfront Enhancement Group, and if the service clubs help out, the park could be greatly improved. The Board advised Bruce that this was still a preliminary and they will be reviewing once again after the changes have been made to roll back to 1988.

3:00 The Board met with Robert Booth, Franklin County Planner. They advised Mr. Boothe that they are asking everyone to roll their 1989 budget request back to the amended 1988 budget of $51,039.00. One area to look at is reducing the unemployment to $25 per employee. The Board advised that they would have another meeting to review this budget again after the changes have been made.

The Board met with Robert Booth on the Print Shop budget. Again they advised that they are requesting everyone to roll back their 1989 request to the amended 1988 budget of $18,502.00. This budget would be reviewed again after the changes have been made.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 8, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 9, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Bruce A Whitemarsh
Member

Ken Mill
Member

Attest:
D D McLaughlin
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 9, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

Mr. Thompson, Indigent Attorney, stopped in the office. He advised the Board that the Indigent Attorneys would be meeting with the Judges and asked the Board if they would like to attend as observers only, just to keep them informed of what is being said and one on the caseload carried by the Indigent Attorneys.

The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the formal request to delete the construction plans for a new intersection at Road 60 and Court Street from the Court Street CRP455 due to right of way acquisition, difficulties with irrigation relocation construction window and public works trust fund eligibility deadline. Mr. Whitemarsh moved to accept this request; Mr. Miller seconded. The Board unanimously accept the deletion of the construction plans for a new Road 60 intersection from the Court Street CRP 455 (Exhibit A). General discussion was held on the Ida Norling Road vacation; flooding of road in Eltopia due to spring and seepage. Mr. Gilkeson advised the Board he would be doing an inter-budget transfer from the line item seal coating, shoulder repair, and blade graveling and place the money in patch gravel and gravel replacement line items. The above areas will have sufficient funds to carry them through the year and the weather has been right for graveling. This will be a beginning on the much needed gravel replacement program. The Board felt this was an acceptable arrangement. Mr. Gilkeson advised he would be hiring trucks to haul/dump the gravel, as his truck drivers will be doing other jobs that could not be done by contractors.

The Board met with Robert Boothe, Franklin County Planner. Mr. Boothe presented the final short plat approval of Clarence Chubb. The Board signed this approval.

Mr. Miller left at noon and would not be back into the office.

The final draft of the Findings of Facts on the zone change of request by Bill

Lane were presented to the Board. After review, Mr. Whitemarsh moved to adopt the findings as presented. Mr. Mathews seconded. The Board, comprised of Mr. Mathews and Mr. Whitemarsh, adopted Resolution 88-103, Findings of Fact - RE: Change of Zone - Agricultural Production (AG) to Light Industrial (I-1) (Exhibit B).

The vouchers audited and certified by the Auditing Officer as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: Detention Jail Commissary Warrant Numbers 223-229 $1,965.00; Franklin County Unemployment Fund Warrant Number 16 $1,497.50; Law Library Warrant Number 263 $292.50; Soldiers & Sailors Warrant Numbers 278-280 $1,662.18; Centennial License Warrant Numbers 33-36 $431.72; G088 LMTD BD/Benton-Franklin Health Warrant Number 8 $42,939.95; County Road Unemployment Trust Warrant Number 14 $3,972.15; Benton-Franklin County Fairgrounds Warrant Number 195-215 $6,331.63; Capital Improvement 1/4% Warrant Number $450.06; Benton-Franklin County Fair Warrant Numbers 146-150 $621.78; County Road Warrant Numbers 8435-8460 $32,446.70; Equipment Rental Warrant Numbers 5119-5131 $4,597.58; Current Expense Warrant Numbers 27100-27256 $92,752.86.

The Franklin County Board of Commissioners continued today's meeting to Thursday, November 10, 1988 to include the preliminary budget hearings held with individual department heads and Elected Officials.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 9, 1988
BG-88-119

TO: Board of County Commissioners
Franklin County, Washington

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Court Street - CRP 455

Your approval to delete the Road 60 intersection improvement from the above referenced project is requested for the following reasons:

1. Right-of-Way acquisition difficulties.
2. Irrigation relocation construction window.
3. Public Works Trust Fund eligibility deadline.

The intersection improvement will be pursued at a later date after an engineering study and funding becomes available.

RECOMMENDED: Bruce G Gilkeson
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: Board of County Commissioners
Franklin County, Washington

Harold N Mathews
Harold N. Mathews, Chairman

Bruce D Whitemarsh
Bruce D. Whitemarsh, Member

Ken Miller
Ken Miller, Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

RESOLUTION # 88-103

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING - RE: CHANGE OF ZONE - AGRICULTURAL PRODUCTION (AG) TO LIGHT INDUSTRIAL, (I-1):

APPLICANT: Bill Lane
Powers Avenue
Lewiston, ID 83501

WHEREAS, on October 5, 1988, the Clerk of the Board did set this date for a public hearing to consider the recommendations of the Franklin County Planning Commission to rezone from Agricultural Production (AG) to Light Industrial, I-1, the following described property:

LEGAL DESCRIPTION: The S 1/2 of the NE 1/4 of the NW 1/4, and that portion of the SE 1/4 of the NW 1/4 lying east of the east line of Farm Unit 72, Block 13, Columbia Basin Project, according to plat thereof recorded in Volume "C" of plats, page 14, all in Section 11, Township 11 North, Range 30 E.W.M., Franklin County, Washington, and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute;

2) The Planning Commission, after public hearing and consideration on October 4, 1988, did review the zone change request and failed to submit a formal recommendation approving or denying the zone change request and thereby forwarded the zone change request to the Board of County Commissioners for final disposition.

3) The Board of County Commissioners did hold a public hearing on October 4, 1988, and continued it to November 7, 1988, so as

Resolution # 88-103
11/9/88 - Page 2

to take additional time to review the matter prior to making a final decision.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby DENY the request for a change of zone from Agricultural Production (AG) to Light Industrial, (I-1), based on the attached Findings and Conclusions, all in accordance with the provisions of the Franklin County Zoning Ordinance.

DATED THIS 9th DAY OF NOVEMBER, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce A Whitemarsh
Member

Attest:
DR McLaughlin
Clerk of the Board

(absent)
Member

FINDINGS OF FACT AND CONCLUSIONS

LANE ZONE CHANGE (ZC #88-4)

After review of the written record and consideration of oral and written testimony, the Board of County Commissioners hereby adopt the following Findings of Fact and Conclusions on the request of Bill Lane for a change of zone from Agricultural Production (AG) to Light Industrial, (I-1).

I. BASIS FOR DECISION (CONTENTS OF RECORD)

In evaluating this proposal, the Franklin County Commissioners have utilized the entire record developed through the process governed by state laws and local ordinances. This record includes: all written and graphic materials submitted to the Planning Commission by the applicant; Planning Department staff report dated September 23, 1988, and all documents part of the file generated on this application; i.e., File ZC #88-4; minutes of the Planning Commission hearing (10/4/88); Planning Commission Findings of Fact.

In addition, the Board considered all testimony (oral and written) submitted to them in conjunction with it's hearings.

II. PERTINENT LAW

The Board of County Commissioners have utilized the following guidance in their evaluation of the Lane zone change proposal:

A. RCW 35.63 - The Planning Commission Act.

B. RCW 43.21(c) - The State Environmental Policy Act, as amended.

C. Franklin County Comprehensive Plan.

D. Franklin County Zoning Ordinance #18-80.

III. FINDINGS OF FACT

A. After reviewing the record and considering all the oral and written testimony by all interested parties, the Board of County Commissioners makes the following Findings of Fact:

1. The application submitted by Bill Lane is for a change of zone from Agricultural Production (AG) to Industrial, I-1. The applicant states that the rezoning would allow him to pursue future plans for businesses compatible with the I-1 Zone. The rezoning would also legalize the existing day care center and allow him to eventually apply for a Conditional Use Permit for a Mobile Home Park.

2. Land Use: The existing site contains 40 acres and is the site of the old North Franklin School house and Diamond G Boys Ranch. The school house is used as a day care center, and other buildings are still on the property. Surrounding land uses include irrigated agriculture to the west, and housing to the north, east and south (Bureau Labor Camp and Town of Eltopia).

3. Comprehensive Plan: The 1979 Comprehensive Plan designates the area as "Rural Settlement". This designation is defined in the Planning Department staff report and would allow for a change of zoning as requested by the applicant.

4. Zoning: The current zoning for the site and land in all directions is Agricultural Production, including the "Town of Eltopia". The Industrial, I-1 zone would allow uses permitted in the Commercial, C-1 and C-2 zones, and a Mobile Home Park as a Conditional Use Permit.

5. Access to the Site: Access to the sites is from Eltopia West Road and School Road.

6. Proximity to Existing Community Facilities:

   a. Electrical Power is supplied by Big Bend Electric.
   b. Telephone Utilities supplies telephone service.
   c. Water is supplied by a private well (600 gpm).
   d. Sanitary sewers are not available. Sewage disposal would be by septic tanks and drainfield systems, subject to approval from the local health district.

IV. CONCLUSIONS

Based on the above findings, the Board makes the following conclusions:

A. The applicant has complied with the requirements for submitting a request for a change of zone.

B. The applicant has not identified a specific use of the property if the lane is rezoned. Only that he would pursue uses allowed in the I-1 Zone and future plans for a Mobile Home Park.

C. The Board believes that the timing for the zone change is not right at this particular time. The applicant should be more specific with his intended plans so that the County can properly assess the proposal for compatibility with the ground and the Eltopia community.

D. The Board has concerns about the lay (slope) of the land - rock out croppings, the wet areas on the property, and access from Eltopia West Road - especially if a Mobile Home Park is considered by the applicant.

E. The Board is also concerned about the condition of the existing school, junk, and car bodies on the site.

F. The school's use as a migrant farm labor day care center can be continued with the application for proper permits and the receipt of approval. There should be a new well test scheduled for the well at the school.

G. The history of the spring in the area of Eltopia near Seattle Avenue to Second Avenue indicates there could be problems with future water seepage. Also, the drain line from this spring is now too small to carry the water to the Esquatzel Coulee. This indicates a rising water table.

The motion to deny the zone change request was made by Mr. Whitemarsh and seconded by Mr. Miller. The motion passed unanimously.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 10, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

8:55 a.m. The Board met with Jim Bolt, Superior Court Administrator. The Board advised him that they are requesting that the 1989 budgets be held at the amended 1988 budget, $355,290.00. General discussion was held on funding for travel and meals by the State for court reports and the possibility of assigned court reporters or ask for domicile before hiring to help alleviate traveling costs; interpreters - possibility of having a panel; Mr. Bolt is on the task force checking into indigent attorneys.

9:30 a.m. The Board of County Commissioners discuss their budget. At this time, it was decided to leave as submitted for 1989 to wait for the election outcome--a new commissioners could change the way the salaries are shown. To date there has been no word on the medical benefits proposal. It was decided to delete the extra help. If help is needed we could always use the volunteer service. Also the travel expenses would be decreased.

10:30 a.m. The Board met with Dennis DeFelice, Prosecuting Attorney. Also present were Ed Hendler, Mayor of Pasco, John Schultz, and Clayton Alford. Mr. Hendler read a letter to the Board (Exhibit A) and presented the Board with a copy. He supports Mr. DeFelice's 1989 Proposed Budget. Mr. Mathews advised him that we appreciate his supporting the Prosecutor; however we have to look at the overall picture, which includes the correctional facility, indigent attorneys, and court administrations. Mr. DeFelice advised he would not present a rolled back budget; he is presenting this budget which he feels is the minimal necessary for fighting crime in the county. His request included salary increases for the deputy prosecutors, one additional attorney, additional secretary. He stated he has an additional $14,500 revenue not shown in his budget from Metro Drug Enforcement. This would cover the cost of a deputy prosecutor and full time secretary. The only request made by Metro was that these two employees

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 10, 1988

familiar with an outfit in California that sells voting machines. Mrs. Corkrum was and advised that she like the lever machines except for the absentee ballots. If the county was to ever change, she would like to see it go to scanners similar to what Jefferson County has. The ballots would be scanned into a computer and the ballot would be used for backup.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 14, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Matthews
Chairman

Bruce D. Whitmarsh
Member

Ken Hill
Member

Attest:
Ad McLaughlin
Clerk of the Board

CITY OF PASCO

MAYOR (509) 545-3404 / Scan 726-3404

P.O. BOX 293, 412 WEST CLARK, PASCO, WASHINGTON 99301

November 9, 1988

Honorable Harold Mathews
Chairman, Board of Commissioners
Franklin County Courthouse
1016 North 4th Street
Pasco, Washington 99301.

Re: Prosecutor's 1989 Budget.

Dear Harold:

As you know, the City's recent anti-crime effort is enjoying a good deal of success along with the Metro Drug Unit's activities. In addition to the expenditures incurred by the City for the additional patrolmen and detectives, as well as the tremendous increase in jail costs absorbed by the City over the past two years, there is an obvious need for additional resources for the prosecution element of the anti-crime effort. It is for that particular element which the City urges certain 1989 County budget allocation decision.

We firmly believe that an additional Deputy Prosecutor is needed in the Prosecutor's Office. The case load statistics clearly warrant additional resources in order to avoid a dead-end for the overall anti-crime effort. Although the City is fully aware of the County's continuing financial problems, we are also aware that the County has generated more than anticipated revenues associated with the jail than it has budgeted; it is that particular resource that we strongly suggest be used for the Prosecutor's Office. As the anti-crime effort wanes in the future, those funds could be transferred back to the other areas of need, as the Prosecutor's workload would theoretically decline as well.

Although we acknowledge it is a bit unusual for the City to become involved in the County's budget allocation decisions, the crime problem in Franklin County is certainly unusual and deserves special attention and effort. As I'm sure you know, burglars and thieves respect no jurisdictional boundaries. It is that underlying perception which drives our request.

Sincerely,

Ed Hendler
Mayor

EH:ps

cc: Commissioner Ken Miller
Commissioner Bruce Whitemarsh
City Council

be located in their Kennewick office. The money is available for the first three months, and there doesn't seem to be a problem in obtaining a grant for the remainder of the year. He has also requested an increase in his utilities for rate increases; professional services, communication, travel, and capital outlays (office furniture) He would like to get computers on a lease/purchase agreement; however, he did not include this in his budget. For Child Support he has placed one attorney full time. Any money spent in this area is reimbursed by the State. Currently he has not been able to maintain these files current due to the workload on felonies. But he feels this cannot be continued for a long period of time before it gets out of hand.

Mr. DeFelice then went into his Coroner budget. He is asking for a slight increase for the following reasons: coroner, since 1982 or 1983, has been paid $50 per case. He would like this brought up to $55 a case. He feels if this was a union job there would have been raises in this time period. Autopsies have risen from averaging seven a month to approximately 12. He feels this budget is still under-financed. He is using a well qualified forensics pathologist, but feels he still has not budgeted enough money in this area. The state will reimburse 40% of the expenditures for autopsies.

Mr. Schultz and Mr. Alford both spoke in defense of the Prosecutor's proposed budget. Mr. Mathews informed Mr. DeFelice that they had requested the budgets be rolled back to the amended 1988 budget. They also mentioned that his amended 1988 budget was not correct because all his amendments were not shown. Mr. DeFelice advised that the Auditor had advised him to make his changes at year end. Mr. Mathews informed Mr. DeFelice that we were going back to the 1988 amended budget with the exceptions noted--all 1988 amendments shown, grants received from Metro, revenue from Child Support. His budgets would be under the conditions that the budget is approved by the State for Child Support and the grant from Metro is approved. The Board fully understands and agrees with Mr. DeFelice on his needs but with the revenues now available to the County that

have to ask for the rolled back budget.

The Board met with Dorothy Wagar, Franklin County Clerk. The Board advised that they were asking everyone to roll back to the amended 1988 budget. Mrs. Wagar advised that she did reflect step increases in her 1989 budget. General discussion was held concerning the figuring of overtime—anything less than five minutes is not counted: example: working until 5:05 p.m. would not result in 5 minutes of overtime but 5:20 would result in 1/2 hour overtime; 5:35 would result in 1/2 overtime only. The Board advised her that she should reduce her unemployment to $25 per employee and to recheck her retirement balance and social security as the wrong figures were used. This would mean she should be working with a base of $179,199. A discussion was held on reimbursement from Child Support. The hours her employees spend working on child support cases are sent to the Prosecutor for reimbursement by the State; however, she does not get any of this money back into her budget. Mr. Mathews advised he would discuss this with the Prosecutor and find out exactly what is happening.

The Board met with Neva Corkrum, Franklin County Auditor. The Board advised that she would have to use the 1988 salaries except where a step increase is authorized by the union contract. Mrs. Corkrum has advised that she is considering changing the one empty recorder position to half time recorder/half time license, both are the same classification. Concerning the annual report — the time delay was due to the fact it was a new program and all the files had to be built from scratch and hopefully should not take as long next year. With regards to the Auto License Department, again the salaries should only reflect step increases as required by the union. Mr. Mathews advised that $45,620 should be used as a base for the annual expenditures.

Mr. Mathews advised Mrs. Corkrum that the Elections budget should be based on the 1988 amended budget of $75,391.00. Mrs. Corkrum advised that the printing and election board line items will be more this year; however, some money was saved in repair and maintenance by doing the work themselves. Mr. Whitemarsh asked if Mrs. Corkrum was

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 14, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh had a prior engagement at the Senior Center.

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented a new policy and procedure on the carrying and consumption of alcohol on County property and/or owned-property. Mr. Miller moved to adopt this policy; Mr. Mathews seconded. The Board signed this new policy, Exhibit A.

Mr. Gilkeson advised that everything selected for auction by Franklin County was sold. Some items went higher than expected while others were lower. He did not have a total figure available.

Mr. Gilkeson advised that he received a call from the Governor's Community Development Department. They had received a letter from Mrs. Anne Rose concerning the County's inability to maintain her road. Mr. Gilkeson advised that he did explain the entire situation: what has been done on these roads, the county's road needs throughout the county, and the lack of funds.

Mr. Gilkeson requested that his 1989 budget request for the Franklin County Highway Department Unemployment Trust Fund be considered at a $22,000 amount. This request is being made due to the further expenditures being experienced in 1988.

Discussion was held on the Highway Department's parks budget and bike paths.

The Board did not meet with the Planner.

The Board, all three commissioners were present, met with Sheriff Lathim and Undersheriff Carle on the Sheriff's Budget. Mr. Mathews advised that the 1988 amended budget was $689,090 and his request for 1989 was $754,453. Mr. Mathews advised Sheriff Lathim that salaries should not be increased except for step increases authorized by the union contract; overtime should be left at $10,000; capital outlays reduced down to $45,000; overtime reduced down to $10,000 and unemployment reduced to $25 per employee

for a base of $671,090. General discussion was held on the traffic deputy who has to date generated $25,563 in fines, and the Sheriff's feelings that another traffic deputy could also generate this type of revenue. The Board felt that it could not add another traffic deputy at this time, but encouraged the Sheriff to try again later in the year. General discussion was also held on the use of the old jail facility for federal prisoners.

The Board met with Sheriff Lathim on the Correctional Facility's budget. Also present were Captain Turner and Lieutenant Groom. The Board advised Sheriff Lathim that only step increases should be reflected in the salary section, health benefit was still uncertain, and to leave his unemployment figures as they were. In going through the line items it was suggested to increase/decrease as follows:

Care & Custody - increase to $240,000. This year there will be an overrun in this area--mainly due to the unexpected large number of prisoners.

Professional Services (doctors, dentist, etc for inmates) - increase to $60,000. Again, this area is showing an overrun in 1988.

Insurance - increase to $20,000.

Computers - raise up to $35,000 - again an overrun in 1988

Travel - increase to $10,000

Office & Operating Space - increase to $6,000

Utilities - increase to $100,000 - rate increases in 1989

Repair & Maintenance - increase to $50,000.

Equipment - needs to replace the vehicles used for transporting prisoners. Both vans should be replaced due to age and mileage; however, he could get one a year.

New Data Processing Clerk - has not been added. This position has only been on the payroll one month. Therefore, we will have to add $16,600/year plus benefits. This position does have a one-year probation.

The Board advised the Sheriff that he should be working on a proposed budget of

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 14, 1988

$1,194,845 for 1989 for Sheriff's Detention/Correctional. The Board also advised him that this is still preliminary.

The Board met with Sheriff Lathim and Sergeant Ronelle Nelson on the Sheriff's Communication Budget. In reviewing individual lines items: step increases were included in the 1989 salary figures, overruns were noted in the Total Other Services & Charges and Office & Operating Supplies for 1988 and the proposed increases were justified. Mr. Mathews advised the Sheriff to use the $213,530 figure for the proposed 1989 Budget and review and redistribute as needed.

The Franklin County Board of Commissioners would continued today's meeting to Tuesday, November 15, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitehead
Member

Fern Miller
Member

Attest:
D O McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 14, 1988
BG-88-120

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: New Highway Department Policy

Attached for your review and approval is a new policy concerning alcoholic beverages on County property.

I am recommending that this policy be approved.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

BAG/ler

FRANKLIN COUNTY HIGHWAY DEPARTMENT
General Policy and Procedure G.P.P. - 21

SUBJECT: Alcoholic Beverages on County Property

EFFECTIVE DATE: November 14, 1988

DATE REVISED:

ISSUED BY: Bruce A. Gilkeson, P.E.
Franklin County Engineer

Policy
It is the policy of Franklin County to prohibit the use of alcoholic beverages on property owned, leased, or managed by the Highway Department.

Procedure
1. Employees are prohibited from using alcoholic beverages on property owned, leased, or managed by the Highway Department at all times.

2. Employees may have alcoholic beverages in their possession only if it is not stored at their work site or station, the container has not been opened, and it is removed from the County property by the end of the work shift. No alcoholic beverages may be transported in County vehicles.

3. This policy also covers the general public when they are on property owned, managed, or leased by the County Highway Department.

4. An employee who fails to follow this rule shall be subject to disciplinary action up to and including discharge.

maintenance. Mr. Gilkeson advised that we are only doing 30% of graveling now so I looked at the need to re-gravel the roads. Mr. Miller advised he would like to see the beginning of acquiring more right of way on Foster Wells--just get the inquiry out there so when it does happen everything is in place. Mr. Mathews advised he would like to see some form of training every winter on the road grader. Mr. Gilkeson advised that he does have that in the budget and try to do it every year--last week we had a training session on fine operation of trucks, cleaning out of air systems, road grading, etc. Other changes included:

- Administration dropped $42,300, which is approximately $20,000 higher than last year.

Mr. Gilkeson then reviewed briefly his construction program: CRP 455 Court Street - $242,000 Local, Public Works Trust Fund and $33,000 Federal Aid Urban System (FAUS); CRT 457 & 459 Mt. Vista III & IV BST Work - $17,000 Local and $68,000 RAP; CRP 458 Burr Canyon Cattle Underpass - $31,000 Local and $154,000 Federal Aid Secondary (FAS); CRP 461 Burr Canyon - local $7,000, $400,000 RAP, and $93,000 FAS. He advised that they are looking at combining the Burr Canyon projects and moving the cattle underpass upstream. There are no Federal Hazard Elimination, UAB, and County Funded projects and the railroad crossings should all be completed by the end of this year. Under minor projects and contingencies are for small projects or requests that come up during the year. CRP 457 & 459 (Mt. Vista) are under RAP & Local ($85,000). This would put a hard surface on the section of road we are building now. We are anticipating this will be done with County crews in the spring.

Mr. Gilkeson gave a brief explanation on the changes in his maintenance budget, which did not vary much from 1988. Major changes are: addition of $4,000 in the hot mix for rural areas; gravel replacement rural increased to $410,000 and gravel replacement Riverview - $40,000; roadside maintenance - spot spraying increased by $20,000 (hopefully, all this won't be needed; however, the Noxious Weed Board used a

large portion this year for noxious weeds); maintenance administration increased some- - due to inflation, operating supplies increasing, two foreman full time. Under my general administration there are some increases here due to inflation. There is an increase in undistributed engineering of approximately $5,000 because we don't have a lot of construction work next year so the engineers will be doing a lot more undistributed engineering work; general services increase--new line items permits, insurance rate increase, utilities rate increase; planning budget we are looking at holding steady, most of this work will be PMS. Facility Management upkeep of our building, Kahlotus Shop & Connell Shop; professional services is for janitorial services. Training dropped $600.

Mr. Gilkeson presented a total County Road Budget of $4,402,300 with his expenditures matching his revenues (Exhibit A).

The Board continued with Mr. Gilkeson on the Motor Vehicle and Public Works Budget. Mr. Gilkeson advised this was the same budget he submitted before. This is a balance budget; on a revolving fund. Whatever this fund makes it can spend. One area he is looking at to help shave this budget is the number of parts they would be buying and storing. When asked about the rental of cars, Mr. Gilkeson advised he did not have a number on that. A copy of this budget is included in Exhibit A.

The Board advised that the next meeting on these budgets would be for the final adoption of the budgets.

The Board met with Judge Yencopal concerning the need for additional indigent attorneys. Complaints have been received from the indigent attorneys concerning the heavy caseloads. Mr. Yencopal advised that Jim Egan and Larry Stephenson had expressed an interest in accepting some of the cases. It was requested to approved a contract for two attorneys for 15 cases only at a total cost of $4,000. The money would probably come from the Contingency Fund ($3,000) and Superior Court Budget ($1,000.00). Mr. Miller moved to approve a contract for the legal representation of 15 cases by two

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 15, 1988

attorneys for a total cost not to exceed $4,000. Mr. Whitemarsh seconded. The Board unanimously approved the contracting of two attorneys to represent 15 indigent cases at a cost not to exceed $4,000.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Monday, November 21, 1988. There was no meeting Wednesday, November 16, 1988 due to lack of quorum.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 1 OF 7

BA	SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291		70		Estimated Beginning Cash	366,230	711,362	785,914	400,000	500,000
				Less Outstanding Warrants	(98,529)	(184,758)	(201,015)	(50,000)	(50,000)
				Less Working Capital		(200,100)	(19,810)	(60,000)	(60,000)
				Est. Beginning Unreserved Balance	267,701	326,504	565,089	290,000	390,000
311		10		Real Property Tax	1,303,907	1,427,023	847,551	1,333,100	1,313,100
				Less -- To Sheriff for Traffic Enforcement			(16,725)	(30,000)	
				Net Property Tax	1,303,907	1,427,023	830,826	1,303,100	1,313,100
318		250		Lease Hold Tax	20,873	24,160	8,153	22,000	20,000
322		40		Permits	40	85	90	100	100
332		12	10	Flood Control	794	0	2,696	900	900
332		15	21	Grazing Fees	545	877	354	500	500
333		20	21	Federal Aid Secondary	188,675	306,213	421,579	635,000	247,000
333		20	22	Federal Aid Urban	0	0	0	85,000	33,000
				Federal Aid Fund Total	188,675	306,213	421,579	720,000	280,000
333		11	3X	EDA Title 9 Grants	0	0	0	0	0
333		20	23	Federal Hazard Elimination Fund	0	0	0	0	0
333		20	24	Federal Railroad Highway Program	0	0	0	247,100	0
334		3	80	UAB & RAP	0	0	77,390	595,000	468,000
334		3	80	WUTC Railroad Crossing	0	0	0	2,900	0

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

BA SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
336	0	89	County Road MV Gas Tax	1,570,101	1,612,918	976,696	1,704,400	1,723,100
			Less CB Bond Payment	(38,364)	(33,710)	(19,228)	(33,000)	(32,800)
			Less Paths & Trails Transfer	(7,851)	(8,065)		(8,600)	(8,600)
			Gas Tax Total	1,523,886	1,571,143	957,468	1,662,800	1,681,700
335	0	82	Overload Fines	0	0	0	500	500
332	0		In Lieu of Taxes	982	0	0	1,000	1,000
338	42		Work for Other Governments	783	0	0	1,000	1,000
341	50		Map Sales	1,533	1,538	538	2,000	2,000
344	10		Road Maintenance	3,365	4,852	1,789	3,000	3,000
361	11		Investment Interest	0	0	0	0	0
367	0		Donation	0	0	0	100	100
369	10		Miscellaneous Revenue	15,910	2,588	689	1,500	1,500
348	0		Interfund Services					
348	20		Sales of Road Materials	200	0	0	100	100
348	30		Vehicle/Equipment Repair	36,056	27,780	11,944	40,000	40,000
348	60		Printing & Duplicating	0	0	0	100	100
348	70		(Other) Rent	9,964	0	0	400	400
348	92		Bike Trail	0	0	1,313	2,000	2,000
			Interfund Service Total	46,220	27,780	13,257	42,600	42,600
349	32		Engineer Services	3,697	1,838	0	1,000	1,000

EXHIBIT A

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

BA SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
349	39		Physical Environment	379	574	0	0	0
349	42		Road Maintenance Repair Service	4,614	6,977	2,911	4,300	4,300
353	0		Insurance Recoveries	300	0	0	0	0
361	90		Loan Interest					
			CRID #1	786	791	469	2,000	2,000
			Current Expense	4,586	14,722	6,475	0	0
			Total Loan Interest	5,372	15,513	6,944	2,000	2,000
381	20		Repayment of Loan					
			CRID #1	1,399	3,133	2,833	2,000	2,000
			Current Expense	0	200,000	612,000	0	0
			Total Repayment of Loan	1,399	203,133	614,833	2,000	2,000
382	80		Public Works Trust Fund Loan	0	0	0	220,000	187,000
385	0		Collection CRID #6 & #7	17,309	36,424	0	0	0
385	0		Collection CRID #9	0	0	0	23,000	0
395	0		Sale of Fixed Assets	880	0	0	0	0
			TOTAL REVENUE	3,409,164	3,957,222	3,504,606	5,148,400	4,402,300

EXHIBIT A

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
519	70	Reimbursable Work					
		Bike Trail	140	932	338	1,700	3,000
		Interfund	35,017	34,716	15,908	50,000	50,000
		Other Governments/Individuals	4,445	6,719	5,040	4,700	2,600
		Total Reimbursable	39,602	42,367	21,286	56,400	55,600
597	0	ER&R Pits & Quarries	40,000	0	0	0	0
519	90	BFGC Membership	8,000	8,000	8,147	8,000	8,200
595	0	Road Construction	483,425	424,455	485,000	2,020,000	1,012,000
542	0	Road Maintenance	1,970,496	2,437,209	1,057,935	2,597,000	2,833,800
543	0	Administration	394,325	444,840	242,130	457,000	485,700
594	0	Road Facilities	34,715	15,476	726	10,000	7,000
		TOTAL	2,970,563	3,372,347	1,815,224	5,148,400	4,402,300

EXHIBIT A

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

ACCOUNT NO. BA	SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
595		0	Construction					
			FAUS, PWTF, & Local	17,919	311,728	12,862	330,000	242,000
			FAS, RAP, & Local	421,078	72,489	358,323	762.000	685,000
			FA Hazard Elimination Project	0	0	0	0	0
			Railroad Highway Crossing	936	8,408	86,624	250,000	0
			UAB	0	0	0	0	0
			County Funded	40,757	0	9,596	0	0
			Minor Projects and Contingencies	0	5,008	21	5,000	5,000
			RAP & Local	2,735	17,096	16,432	650,000	85,000
			CRID	0	9,725	1,142	23,000	0
			TOTAL CONSTRUCTION	483,425	424,454	485,000	2,020,000	1,017,000

EXHIBIT A

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
542	0	**Maintenance**					
542	30	**Roadway Surface**	1,290,442	1,675,170	622,832	1,670,000	1,884,000
542	40	**Drainage**	102,652	91,330	88,090	165,000	165,000
542	50	**Bridges**	31,519	23,445	24,152	65,000	65,000
542	60	**Traffic Services**	210,264	288,590	131,592	285,000	285,000
542	70	**Roadside**	177,036	195,854	108,766	246,000	266,000
542	90	**Administration & Supervision**	158,585	162,820	82,503	166,000	168,800
		TOTAL ROAD MAINTENANCE	1,970,498	2,437,209	1,057,935	2,597,000	2,833,800

EXHIBIT A

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 7 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
543	0	General Administration					
543	10	Management	93,780	104,745	51,947	96,400	97,400
543	20	Undistributed Engineering	45,786	33,784	11,884	45,000	50,100
543	30	General Services	192,918	270,816	146,749	243,000	260,200
543	40	Planning	11,274	28,854	17,371	40,000	40,000
543 (formerly 544	50 20)	Facility Maintenance			2,550	6,000	6,000
543	60	Training	28,489	8,513	12,118	22,600	22,000
543	70	Undistributed Indirect Labor	22,077	(1,873)	(489)	10,000	10,000
		TOTAL ADMINISTRATION	394,324	444,839	242,130	463,000	485,700
594 (formerly 544	0 0 - Road/Street Facilities)	Capitalized Expenditures					
594 (formerly 544	42 10)	Road/Street Maintenance			726	4,000	7,000
544	10	Construction	28,514	5,411			
544	20	Maintenance & Operation	6,201	10,065			
		TOTAL CAPITALIZED EXPENDITURES	34,715	15,476	726	4,000	7,000

EXHIBIT A

ESTIMATED REVENUE

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291	70	Estimated Beginning Cash	421,360	421,360	505,889	281,000	281,000
		Less Warrants Outstanding	(50,000)	(31,076)	(46,685)	(50,000)	(50,000)
		Net Beginning Cash	371,360	390,284	459,204	231,000	231,000
348	20	Sale of Road Materials (Aggr. Sales)	57,268	214,583	80,221	190,000	190,000
348	30	Vehicle/Equipment Repair Charges	1,989	176	323	4,000	4,000
348	40	Sales of Parts/Signs	13,756	10,806	9,079	17,000	17,000
348	50	Fuel Sales	2,344	1,414	1,215	3,000	3,000
348	70	Other Sales of Merchandise	212	0	0	2,000	2,000
361	10	Interest		15,585	3,881	0	0
365	10	Interfund Equipment Rental	681,216	793,927	342,140	850,000	850,000
365	40	Interfund Space Rental	0	0	0	3,000	3,000
369	90	Interfund Miscellaneous Revenue	28,603	103	12,241	30,000	30,000
395	00	Disposition of Fixed Assets		7,500	2,200	0	0
		FUND TOTAL	1,156,748	1,434,378	910,504	1,330,000	1,330,000

EXHIBIT A

ESTIMATED EXPENDITURES

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 2 OF 2

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
548	20	Pits/Quarries	127,582	177,823	12,299	200,000	200,000
548	30	Mechanical Shop	167,676	160,799	85,883	180,000	180,000
548	40	Parts Store/Signs	127,595	148,878	66,916	260,000	260,000
548	50	Fuel Depot	80,616	86,209	45,782	110,000	110,000
548	60	Equipment Rental Service	96,196	463,944	125,327	430,000	430,000
288	0	Undesignated Unreserved Fund	0	0	0	150,000	150,000
		FUND TOTAL	599,665	1,037,652	336,207	1,330,000	1,330,000

EXHIBIT A

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 15, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer to discuss his 1989 preliminary budget. Mr. Gilkeson presented a revised budget with a more realistic figure as compared to his "wish list" budget that was presented to the board. The major changes to his budget were:

- Estimated revenue, due to real property tax value down, was reduced by $20,000, recommendation made by the Assessor;

- Federal Aid Total funds changes reflects more up to date of where our projects are and what projects we will probably be building next year;

- Expecting $10,000 more from Urban money and expecting $60,000 more from Rural money;

- Another change is in the RAP Program - decrease of $59,000 mainly because some of the items we rated did not make it high enough on the list to qualify for next year and possibly for the next bi-biennial. General discussion was then held on the qualifications for RAP money and why certain roads did not qualify.

- Also the Public Works Trust Fund has been revised down $37,000 - reflects change in design in dropping of Road 60 & Court Street Intersection.

Total revenue will be dropping down to $4,402,300.

Major changes to the estimated expenditures were:

- Total reimbursable stayed the same;

- Dropped off the request for additional money for pits and quarries;

- Road Construction dropped $4 million (this is now just grant construction);

- Road Maintenance dropped approximately $900,000 from initial request--a $200-$250,000 over what was requested last year.

Mr. Mathews asked if we could build one mile of road with the figure of road

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 21, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Kay Hendrickson representing the Computer Users Group. Kay presented a training class that could be put on at the Courthouse. A tentative figure received was $300 for 10 employees. The Commissioners felt if she could get this confirmed at this price they would have no problem in paying for same out of the non-departmental budget (data processing). Since it would be limited in size, it would have to be at least one employee from the interested departments and if space is available offer it to those who had more than one party interested.

10:10 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Brief discussions were held on: Mt.Vista, mowing, spraying stopped due to rain. Vouchers were reviewed and signed: County Road $114,735.45 and MV&PW $30,652.71. Mr. Gilkeson presented a request for a public hearing on the final assessment for CRID No. 9, County Road Project No. 460 Road 35 - Pearl to Ella. The hearing would be set for January 4, 1989 at 10:00 a.m. to allow for needed publication time. Mr. Whitemarsh moved to signed the request for a public hearing; Mr. Miller seconded. The Board unanimously approved Resolution 88-104, Setting Date for Final Assessment Roll Hearing and Ordering Notice and Publication Thereof (Exhibit A).

Mr. Gilkeson advised the Board of the discussion on solid waste transfer stations and drop box sites held at the WSACE meeting held November 23, 1988. After attending this discussion, it is his recommendation to: permanently close the drop box sites at Merrill's Corner and Basin City and the transfer site at Kahlotus. Mr. Miller moved to accept the Engineer's recommendation on this closures; Mr. Whitemarsh seconded. The Board unanimously approved the closing of this drop box sites and transfer site (Exhibit B).

Mr. Gilkeson presented a letter he had prepared to Mr. Lentz concerning the

problem with Overton Road. He has discussed this with the Prosecuting Attorney's office. All three commissioners signed the letter to Mr. Lentz (Exhibit C).

The Board advised Mr. Gilkeson that the hearing for the 1989 Final Budget would be December 14, 1988. The Road Department's budget would be presented at 10:00 a.m. with the Motor Vehicle and Public Works (Equipment Rental) following.

11:00 a.m. Mr. Mathews opened the hearing on the short plat application (S.P. 007-88) request for Mr. Robert Bradshaw. Mr. Bradshaw was requesting approval to subdivide 3.24 acres into three lots. The property is commonly referred to as "that property located on the south side of Court Street at road 100 in the Riverview area of Pasco." The Planning Commission had reviewed this application and recommended approval with seven conditions. Mr. Whitemarsh moved to accept this short plat application, S.P. 007-88, as presented with the recommendations stipulated by the Planning Commission. Mr. Miller seconded. The Board unanimously approved Resolution 88-105, Preliminary Short Plat #S.P.007-88 (Exhibit D).

The Board approved a resolution authorizing the salary adjustments for the non-bargaining employees for Human Services. This had been discussed at the October 5, 1988 meeting with Benton County; however, a resolution had never been prepared. Mr. Miller moved to approved the resolution; Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-106, Salary Schedule for certain non-bargaining employees in the Benton-Franklin Human Services Department (Exhibit E).

The Board reviewed and signed the minutes for October 24, 26, 31 and November 2 and 7.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board.

CURRENT EXPENSE	-	Warrant Numbers 27257-27402, Both Inclusive	- $111,751.97
COUNTY ROAD	-	Warrant Numbers 8415-8460, Both Inclusive	- 32,446.70

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 21, 1988

EQUIPMENT RENTAL	- Warrant Numbers 5119-5164, Both Inclusive	-	35,250.29
PATHS & TRAILS	- None		
B-F HEALTH BLDG	- None		
CENTENNIAL LICENSE PLATES	- Warrant Numbers 37, Both Inclusive	-	140.66
SOLDIERS/SAILORS	- None		
JAIL COMMISSARY	- Warrant Numbers 230-234, Both Inclusive	-	1,367.21
LAW LIBRARY	- Warrant Numbers 264-271, Both Inclusive	-	3,461.47
CAPITAL OUTLAY	- None		
SHERIFF'S NARCOT	- Warrant Numbers 84-85, Both Inclusive	-	339.07
PUBLIC HOSPITAL	- Warrant Numbers 2151-2195, Both Inclusive	-	3,031.88
CEMETERY #1	- None		
CEMETERY #2	- Warrant Number 221	-	311.90
ALCOHOLISM 2%	- Warrant Number 12	-	56.68
MENTAL HEALTH	- Warrant Number 17	-	6,076.74
PA CRIME VICTIMS/-	None		
K-9 SHERIFFS/MISC-	None		
TREASURER'S O&M	- None		
TRT (SWAT)	- None		

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 23, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Member

Attest
Clerk of the Board

BEFORE THE BOARD OF FRANKLIN COUNTY COMMISSIONERS, STATE OF WASHINGTON
Resolution No. 88-104
In the Matter of
FRANKLIN COUNTY ROAD IMPROVEMENT DISTRICT **NO.9**
County Road Project No. 460
ROAD 35 - PEARL TO ELLA

Resolution Setting Date for Final Assessment Roll Hearing and Ordering Notice and Publication Thereof

WHEREAS, in pursuance of Resolution No. 87-105 passed and adopted by the Board of County Commissioners of Franklin County, Washington on the 7th day of December, 1987 the County Road Engineer has prepared a Final Assessment Roll for improvement costs to be assessed against the properties included within the assessment district for Franklin County Road Improvement District No. 9 and has submitted the same to the board.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Franklin County, Washington that a public hearing before the Board of County Commissioners upon such final assessment roll will be set for 10:00 a.m., January 4th, 1989 in the office of the County Commissioners, Courthouse, Pasco, Washington.

The Clerk of the Board of County Commissioners shall give notice of such hearing and the time and place thereof by publication of this Resolution and by notice to the owner or reputed Owner of the property whose name appears thereon in accordance with Section 36.88.090 of the Revised Code of Washington.

The Board of County Commissioners will sit as a board of equalization for the purpose of considering such assessment roll and will consider such objections made thereto, or any part thereof, and will correct, revise, raise, lower, change or modify such roll or any part thereof, or set aside such roll in order that such assessment be made do novo as to such body shall appear just and equitable and then proceed to confirm the same by resolution.

All objections shall be in writing and filed with the Clerk of the Board of County Commissioners at or prior to the date fixed for such hearing and shall state clearly the grounds objected to, and objections not made within the time and in the manner herein prescribed shall be conclusively presumed to have been waived.

PASSED AND ADOPTED by the Board of County Commissioners of Franklin County, Washington, this 21st day of November, 1988

BOARD OF COMMISSIONERS
Franklin County

Harold N. Mathews
HAROLD N. MATHEWS, CHAIRMAN

Bruce D. Whitemarsh
BRUCE D.WHITEMARSH, MEMBER

Ken Miller
KEN MILLER, MEMBER

ATTEST:

D.L. McLaughlin
Clerk of the Board

PUBLISH: FRANKLIN COUNTY GRAPHIC

TRI-CITY HERALD

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 21, 1988
BG-88-127

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Solid Waste Transfer Stations

At the WSACE meeting on Wednesday, there was a panel discussion on solid waste transfer stations and drop box sites. There has been a recent court ruling that Counties can not operate drop box sites. The case involved sites in Whitman County. Drop box sites in Grant and Adams counties have also been challenged. All three counties have reviewed the legality of their operations and have decided to close the sites. This county operates two sites, one at Merrill's Corner and one at Basin City. Both sites were temporarily closed to see if Basin Disposal could handle the garbage collection in the area. Considering the court ruling on drop box sites, these two sites should be permanently closed. The site at Kahlotus is a transfer site. This type of site has been ruled to be legal; however, since this site has not been used in six years, I would recommend that it be permanently closed also.

The Connell site is the only site left that could be legally reopened if the county chose to operate it. At this time I do not know if the site is cost effective to reopen. The possible reopening should be reviewed with the town of Connell, area residents, and Basin Disposal. The county is coming to the end of the two year trial period to see if Basin Disposal could handle the collection in the area.

I am, therefore, recommending that the Connell Transfer Station be reviewed to see if it is cost effective to be reopened, and that the other three drop box and transfer stations be permanently closed.

RECOMMEND: _____
Bruce A. Gilkeson, P.E.
County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

_____
Harold Mathews, Chairman

_____
Bruce D. Whitemarsh, Member

_____
Ken Miller, Member

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 14, 1988
BG-88-122

Mr. Victor Lentz
PO Box 2084
Pasco, WA 99302

Dear Mr. Lentz:

The County has reviewed your concerns about Overton Road. We feel that the best solution to the dust problem is to hardsurface Overton Road. Given the County's present financial state, the County will not be able to construct the road. The property owners along the road could form a Road Improvement District to finance the construction. Road Improvement Districts are very similar to LID's used by cities. If you would wish to pursue a RID, contact Tim Fife at the County Engineer's office.

The County has also reviewed the possibility of blocking the road off so as not to allow through traffic from the north. We do not feel that this is in the public interest to block off public right-of-ways. You could, however, petition to vacate the right-of-ways. A public hearing would be required before any road could be considered for vacation. Again, contact the Engineer's office if you wish to pursue the road vacation.

Sincerely,

Bruce A. Gilkeson, P.E.
Franklin County Engineer

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE · 1016 North 4th
Pasco, Washington 99301 545-3535

RESOLUTION NO. 88-105

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON: IN THE MATTER OF COUNTY PLANNING - RE: PLANNING DEPARTMENT RECOMMENDATION

PRELIMINARY SHORT PLAT # S.P. 007-88 **APPLICANT:** Robert Bradshaw

WHEREAS, the Planning Department of Franklin County has reviewed the preliminary short plat application of November 21, 1988 and has recommended **APPROVAL/~~DENIAL~~** of the preliminary short plat (subject to the following conditions) (~~for the following reasons~~):

SEE ATTACHED

, and

WHEREAS, the Board finds that proper legal notification, public hearing and review has been made and it appears to be in the public use and interest to accept said recommendations, and

WHEREAS, under the provisions of the State Environmental Policy Act (SEPA) an Environmental Assessment Worksheet is not required and the approval of short plat is exempt.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners uphold the recommendations of the Planning Department for the **APPROVAL/~~DENIAL~~** of the above mentioned preliminary short plat.

DATED THIS 21st **DAY OF** November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Attest:

DO McLaughlin
Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY

CONDITIONS OF APPROVAL - BRADSHAW SHORT PLAT - FILE # S.P. 007-88

1. The surveyor shall correct the legal description on the short plat.

2. Delete the signature block of the Franklin County Irrigation District.

3. A statement shall be placed on the final short plat which states that the lot owner(s) or future owner(s) of the short plat shall agree to participate in future L.I.D.'s or R.I.D.'s for roads, drainage, curb and gutter, street lights, storm sewers, water, and/or sanitary sewers.

4. The survey shall provide for an additional 10 feet of county road right-of-way on Court Street for a total of 40 feet from centerline.

5. The surveyor shall set the southeast corner of Lot # 3 and provide the appropriate distances to the corner on the face of the plat. This is to be coordinated with the County Engineer's Office.

6. The well and water line easements to all lots within the short plat need to be identified on the plat.

7. The flowage easement line on Lots 1 & 2 need to be abandoned for the purpose of providing adequate septic tank and drainfield area for the lots within the short plat.

FRANKLIN COUNTY

RESOLUTION NUMBER 88-106

Before the Board of Commissioners of Franklin County, Washington:

IN THE MATTER OF ADOPTION OF A SALARY SCHEDULE FOR CERTAIN NON-BARGAINING EMPLOYEES IN THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT

BE IT RESOLVED by the Board of Franklin County Commissioners, that the salary scheduled attached hereto as Exhibit A and approved by the Board of Franklin County Commissioners on October 5, 1988, is hereby adopted; and,

BE IT FURTHER RESOLVED that the probationary period at any step on the schedule shall be for a six month period; and,

BE IT FURTHER RESOLVED that normal progression on the salary schedule will be on an 18 month basis; and,

BE IT FURTHER RESOLVED that initial placement on the schedule shall be retroactive to January 1, 1988, with placement shown on Exhibit B attached hereto.

Dated this 21st day of November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

Resolution No. 88-106

EXHIBIT A

SALARY SCHEDULE FOR BENTON-FRANKLIN HUMAN SERVICES

	Entrance	A	B	C	D	E
Director		28,800	30,240	33,276	34,940	36,687
Program Mgr.	24,200	25,023	26,340	28,974	30,423	31,944
Monitor/ Planner	23,700	24,456	25,679	28,247	29,659	31,142
Admin. Asst.	22,200	22,960	24,168	26,585	27,914	29,310
Clerk	18,600	19,200	20,160	22,176	23,285	24,449

Resolution No. 88-106

EXHIBIT B

BENTON-FRANKLIN HUMAN SERVICES
INITIAL PLACEMENT SCHEDULE

	Entrance	A	B	C	D	E
Director				33,276		
Program Mgr.			26,340			
Monitor/ Planner	(unfilled)					
Admin. Asst.			24,168			
Clerk	(unfilled)					

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 23, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met in a joint session with Benton County Commissioners at the Benton County Annex in Kennewick, WA. Present: Franklin County Commissioners Harold Mathew, Ken Miller and Bruce Whitemarsh. Benton County Commissioners Bob Drake and Ron Jones. Also present were Valoria Loveland, Franklin County Treasurer; Kay Bacca Benton County Clerk; Dorothy Wagar, Franklin County Clerk; David Sparks; Doug Loree and Pete Peterson, Juvenile Center; Jim Bolt, Superior Court; Claude Oliver, Benton County Treasurer; Ken Ireland and Ted Martin, Benton-Franklin County Fairgrounds. The Commissioners reviewed the proposed fairgrounds budget. After review and discussion, the Boards requested that the budget be reviewed again and the margin of revenue over expenditures be increased approximately $35,000.

The Boards then met with Jim Bolt, Superior Court. A questioned was raised of the need for the court administrator position. After discussion, the Boards decided the Chairman from each board would met with he Superior Court Clerks to discuss the duties and responsibilities and then set up a meeting with the Superior Court Judges.

The Boards met with Doug Loree and Pete Peterson on the proposed Benton-Franklin Juvenile Center budget. After discussion, the Board agreed the Mr. Loree could enter into contract discussions with those counties who currently have detention contracts with the Juvenile Court. It was further authorized by both Boards that Mr. Loree could increase the part-time employee hours to replace the Division Coordinator position.

The Boards then met in an executive session with Mr. Loree and Mr. Peterson to discuss personnel matter. All six commissioners (Benton and Franklin Counties) were present.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for November 23, 1988

The joint meeting was adjourned at approximately 11:45 a.m.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until November 28, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

In connection with a letter received from Lee Simmelink, the Commissioners requested that Engineer Skeate brief the Board on November 28.

Ms. Hileman discussed with the Board the need to amend the resolution establishing the Washington Counties Risk Pool due to the fact that John Crawford is no longer in the Prosecuting Attorney's office. The Board gave direction to Ms. Hileman for suggested changes in the resolution.

The Board requested that Andy Miller be scheduled to meet with the Board regarding an attorney fof the Board, a risk manager, and a claims manager.

In regard to a salary increase for Rick Summerfield, Ms. Hileman was requested to contact Susan Tanska to determine if there is anything in writing that Mr. Summerfield would receive a salary increase after six months of employment.

The Board reviewed Jim Mokler's new application for Soldiers and Sailors funds in the amount of $390. After discussion and review of the S&S policy, Commissioners Jones and Drake voted for approval. Chairman Isaacson voted in opposition. Claim was approved.

Ms. Hileman reviewed with the Board a letter from Phil Schwind, Parks Director, requesting replacement of windows throughout the mobile home at Two Rivers Park at a cost of $1,700. Board approved same.

The Board also discussed a letter from Mr. Schwind re. approving list of equipment to be retained by the county. The Board concurred with the recommendations and requested that the Park Board be asked to proceed with this matter.

The Board reviewed the letter from Mr. Schwind requesting that $1,100 of Park Development funds be utilized to purchase appliances for the Camp Kiwanis building in Columbia Park. After discussion, the Board voted to deny the request consistent with the Board's decision to preserve the Park Development funds for balancing the budget and due to the freeze on capital expenditures.

Ms. Hileman reviewed Andy Miller's letter to the Board stating there is nothing to justify payment of the claim for legal fees submitted by Keith Bowers. After discussion, the Board requested that a resolution be prepared for their signature denying the claim.

The Board reviewed the letter from Susan Tanska outlining the effects which will be felt by the Facilities budget in the event the City of Kennewick takes over the county Building Department and employees. Commissioner Jones felt this matter needed to be discussed in more detail.

The Board discussed plans for the joint meeting with Franklin County to be held on November 23, 1988, at the Benton County Annex at which time the Superior Court and Juvenile Justice budgets will be discussed.

Chairman Isaacson reported on the Air Pollution Control Authority meeting which he had attended last week. He stated the budget is approximately $85,000; and the Board had approved the purchase of a new car for the Authority.

Chairman Isaacson reviewed an unsolicited proposal which had been received from M & M Landscaping Service in the amount of $30,000 for yearly maintenance at Two Rivers Park. Chairman Isaacson suggested that the Board review the proposal and respond to the effect that, if the county contracts for this service, the bid call procedure would need to be followed.

Chairman Isaacson reviewed a letter from Claude Oliver, Treasurer, regarding the status of in-lieu of tax payments for property taken off the tax rolls of the county for the Hanford project dating back into the '40s. Commissioner Isaacson explained there are some laws which would allow for reimbursement to the county for the lost taxes. Commissioner Jones stated he felt Mr. Oliver should check with the Board before he does something like this, adding these are payments equivalent to taxes, and not actually taxes. Chairman Isaacson explained that the Board had not had time to discuss this matter previously and questioned if the Board would like to have Mr. Oliver come before the Board to discuss this matter as it would bring in additional revenues to the county. Commissioner Drake agreed with Commissioner Jones' position, and it appeared to be the consensus of the Board that they did not wish to discuss this matter with Mr. Oliver.

In connection with a letter from the Sheriff regarding his offering services to the City of Benton City, the Board requested this matter be placed on the agenda for December 7.

Commissioner Drake reported that the Bi-Pin budget had been adopted in the amount of $263,011 after cuts of $23,000. Bi-Pin is pursuing details of the $10,000 bill, he also reported.

The Board discussed the past practice of apparently paying for lunches for department heads involved with UGN. Ms. Hileman felt that, if the Board agreed to pay for such lunches this year, a notice needs to be distributed stating that the county will not pay for future lunches.

Claude Oliver, Treasurer, met with the Board to ask if a final decision had been reached regarding the transfer of park equipment to the City of Kennewick. He informed the Board that the City of Kennewick had taken legal action for a Summary Judgment against Benton County which could amount to approximately $40,000 in the event Benton County lost the lawsuit. Mr. Oliver felt this was very unfair action on the part of the City of Kennewick in view of the pending transfer of the park equipment to the City of Kennewick. He asked if the county would delay such transfer. Chairman Isaacson stated an oral commitment had been made by the Board at a public meeting which he felt was tantamount to an agreement. Mr. Oliver questioned if it wouldn't be necessary to have a public hearing before the equipment is transferred, and felt it would be appropriate for the Board to delay any such transfer under the circumstances. Commissioner Drake requested that Mr. Oliver forward to the Board a copy of his letter to the City of Kennewick and also forward a letter to the Board regarding this matter.

There being no further business to come before the Board, at 3:30 P.M. Chairman Isaacson continued the workshop session until November 23, 1988, at 8:30 A.M. at which time the Board will meet in the Kennewick Annex re. bi-county budgets.

Clerk to the Board

Chairman, Board of Benton County Commissioners

The Board of Benton County Commissioners met on November 23, 1988, with the Franklin County Commissioners to discuss 1989 bi-county budgets. Those present were Bob Drake and Ron Jones, Bruce Whitemarsh, Harold Mathews, and Ken Miller. Commissioner Isaacson was unable to attend due to the canvassing of the November election. Also present were Valoria Loveland, Kay Bacca, Dorothy Wagar, David Sparks, Doug Loree, Pete Peterson, Jim Boldt, Claude Oliver, Ken Ireland, and Ted Martin.

The Commissioners reviewed the fairgrounds and fair budgets. Direction was given to Ted Martin to go back and increase the margin of revenue over expenditures by $35,000.

The Commissioners met with Jim Boldt and questioned the need for the court administrator position. Following discussion, it was decided the chairmen from the two Boards of Commissioners would meet with the Superior Court Clerks to discuss duties and responsibilities and then a meeting was to be set with the Superior Court Judges.

The Commissioners discussed the 1989 Juvenile Court budget funding. The two Boards moved to allow Doug Loree to enter into contract discussions with those counties who currently have detention contracts with the Juvenile Court. The Boards further

authorized Mr. Loree to increase hours of a part-time employee to replace the Diversion Coordinator position.

The Commissioners then met in executive session with Mr. Loree and Mr. Peterson to discuss a personnel matter. Commissioner Isaacson was in attendance at this time.

The meeting was adjourned at approximately 11:45 A.M.

Donna L. Hileman
Clerk of the Board, Pro-Tem

Robert L. Drake
Chairman Pro-Tem, Board of Benton County Commissioners

The Board of Benton County Commissioners met in the Commissioners' Room, Benton County Courthouse, Prosser, Washington, on November 28, 1988, at 9:40 A. M. in a workshop session. Those present were Chairman Ray Isaacson, Ron Jones, and Bob Drake, Members. Also present were Donna Hileman, Administrative Assistant, Glennette Evans, Clerk, and Sandi Strawn, Commissioner Elect.

The Board and Ms. Hileman discussed employee participatcn in United Way. After discussion, the Board requested an Examiner's opinion on this matter.

In connection with the letter from Diehl Rettig advising he had been hired to represent the attorney panel for indigents, the Board requested that Ms. Hileman contact Jim Boldt regarding this matter.

The Board reviewed Phil Schwind's letter advising that the Park Board was recommending that a contract be prepared and an agreement entered into, with The Boat Shop with the City of Richland as a signator. The Board authorized proceeding with the necessary documents.

The Board requested that the RCWs be reviewed as a result of receiving a letter from Bob Gier asking that Fire District No. 1 and the other fire districts receive a portion of the PILT payment from the federal government.

Ms. Hileman reviewed a letter from Michael J. Meglemre, Employee Relations Services Inc., Kirkland, outling a plan for the development of an affordable personnel system for Benton County at a monthly service fee of $700 to establish and maintain the program. After discussion, the Board requested that Mr. Meglemre be placed on the agenda for the January Management Team meeting.

The regular meeting of the Board was called to order by Chairman Isaacson at 10:00 A.M. Present were Commissioners Isaacson, Jones, and Drake. Also present were Donna Hileman, Glennette Evans, Sandi Strawn, Dennis Skeate, and Susan Tanska.

Minutes of the Board meetings held on November 21 and 22 were approved.

Commissioner Drake moved to approve all items on the consent agenda with the exception of the resolution appointing Susan Tanska as Acting Director of the Building and Fire Prevention Department, and the resolution approving assignment of agreement for legal representation of indigent individuals to Terry Preszler. Commissioner Jones seconded the motion. Upon vote, motion carried, and the Commissioners signed the following resolutions: approving DID budgets and levies for 1989; awarding purchase to Columbia Sound and Security System for upgrade of systems at maintenance shops located at Prosser and Kennewick; and calling for unity within the State of Washington to enhance the defense of the nation by supporting construction of WNP-1.

Ms. Hileman discussed with the Board the assignment of Nathan Kirk's agreement for legal representation of indigent individuals to Terry Preszler for a one-month period effective December 1. The Board voted to assign said agreement, and executed the document accordingly.

The Board reviewed the resolution pulled from the consent agenda regarding the appointment of Susan Tanska as Acting Director of the Building and Fire Prevention Department. Ms. Tanska and Terry Marden were present. Commissioner Drake suggested putti the Building Department under the supervision of Terry Marden. Commissioner Jones felt Mr. Marden should receive additional compensation for the added responsibilities. Commissioner Drake felt that issue could be addressed at a later date. Upon questioning, Mr. Marden stated he felt that approach would be very workable. However, he added he would want to be involved in the adoption of the Building Department budget. Chairman Isaacson stated this approach would take care of the immediate problem in the Building Department until the Board could decide how to operate it on a permanent basis. Commissioner Drake moved to strike the name of Susan Tanska from the original resolution and replace it with wording which would appoint Mr. Marden as Acting Director of the Building Department effective November 28, 1988. Commissioner Jones seconded the motion. Motion passed, and the Board executed said resolution.

The Board signed a voucher approval for Juvenile Department in the amount of $5,334.92.

Also, a voucher approval for net payroll/payroll deductions as follows: Benton-Franklin Health - Warrants Nos. 7953-8012 - $61,366.38; and warrants nos. 1266-1282 - $55,430.76. Grand total: $116,797.14.

The Board recessed *from* 10:25 to 10:35 A.M.

For purposes of clarification, Chairman Isaacson explained that Mr. Marden would not be responsible for *investigating* arsons in any area covered by a fire district (re. Res. 88-335).

At 10:15 A.M. the Board held a public meeting to consider an ordinance amending Ordinance No. 208 and relating to the preventi of flood damages. Mr. Marden, Planning Department, was present along with Sandi Strawn. No one was present from the public sector. Mr. Marden explained that recently adopted state statutes requires the amendment to the flood damage prevention ordinance, and advised that the new amendment had been approved by the Prosecuting Attorney's office. Mr. Marden reviewed the Planning Commission's hearing and letters received from the Department of Ecology and FEMA. Mr. Marden recommended that the Board adopt the ordinance as presented. Commissioner Drake stated he had a problem with the government telling the counti what to do. Chairman Isaacson explained that the government has to do for the people what they won't do for themselves -- citing as an example houses which are presently in floodways. Commissioner Jones moved to adopt Ordinance No. 224. Commissioner Drake seconded the motion. Upon vote, motion carried, and the Board signed Resolution No. 88-336 and Ordinance No. 224.

Mr. Marden gave the Board an update on the Tridec ADO meeting.

Mr. Marden gave the Board a report on the committee which is working toward educating the public about household hazardous waste. He advised that the coordinator works for the extension office and is attempting to get a 50-50 grant for collection and disposal of hazardous waste on a date to be set next year. Commissioner Isaacson suggested that the Board have a proclamation for the collection day and get some publicity out on it when necessary.

The Board recessed from 10:50 to 11:00 A.M.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for ~~December 5,~~ November 28, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement claims certified as required by R.C.W.42.24.090 have been made available to the Board: County Road, Warrant Numbers 8493-8542, Both Inclusive, $33,188.74; Equipment Rental, Warrant Numbers 5165-5181, Both Inclusive, $4,776.46; Jail Commissary, Warrant Numbers 230-234, Both Inclusive, $1,367.21; Soldiers & Sailors, Warrant Number 281, $50.00; Centennial License Plate, Warrant Number 37, $140.66; Sheriff's Narcotic Trust, Warrant Numbers 84-85, Both Inclusive, $339.07; Current Expense, Warrant Numbers 27403-27626, Both Inclusive $150,820.87. The following warrants were not authorized for payment: Warrant Number 27429 $23.50, Number 27615, $168.00. Commissioners expressed a desire to have further information on these warrants before approving for payment. Warrants in Current Expense with incorrect totals: 27482 was $61 changed to $31 and 27485 was $54.50 changed to $30.00. Current Expense Warrant Numbers 27628-27635, both inclusive, $13,173.32.

The Board met with Nancy Caldwell, Human Services Director. Ms. Caldwell advised that D.S.H.S. Bureau of Alcohol and Substance Abuse had approved amendments to the contract with the Counties, which resulted in the awarding of an additional $62,000. She is requesting the approval of a supplemental budget to include $62,000 in the 1988 Alcohol and Drug Fund budget. A public hearing was held November 28, 1988 and no one spoke in favor or in opposition to the proposed supplement. Mr. Miller made a motion to approved a resolution adding this $62,000 to the 1988 Alcohol and Drug Fund Budget; Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-107, Supplemental Appropriation to the 1988 Alcohol & Drug Fund Budget, Fund No. 0102-101 (Exhibit A). The originals will be sent to Benton County for their approval.

10:15 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for ~~December~~ November 5, 1988

Gilkeson presented a request for weight restrictions and emergency road restrictions due to the freezing and thawing of the soil. These restrictions are similar to those imposed last year. Mr. Miller moved to adopted the weight restrictions as submitted by the Mr. Gilkeson; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-108, Restricting Gross Vehicle Loads and Vehicle Speeds on County Roads (Exhibit B). Mr. Gilkeson presented an amendment to Public Works contract number PW 588962-15 between DCD and Franklin County. The scope of work: reconstruction of a narrow four-lane road from MP 3.84 to MP 4.25, project consists of widening, crushed surfacing base ACP, grading, draining, curb, illumination and other related work. Mr. Mathews signed the amendment.

General discussion was held on the roads in general: bonds still in effect; possibility of having a 50/50 split with residents to improve roads; RAP eligibility. Mr. Miller felt something should be done every year on road construction.

The Board received a request to support the construction of WNP-1 Nuclear Plant and political unity within the state to enhance the defense of the nation. Mr. Miller moved to support this request; Mr. Whitemarsh second. The Board unanimously adopted Resolution No. 88-109, Construction of the WNP-1 Nuclear Plant for the purpose of a finished defense and electrical production reactor and political unity within the state to enhance the defense of our nation (Exhibit C.)

A letter was received from the Mid Columbia Library Board requesting that the Board appoint a replacement for Dr. Zimmerman, who is moving. The Board reviewed the applications received. Mr. Miller moved to approve the appointment of Robert G. Schultz to fill the unexpired term of Dr. Zimmerman. Mr.Schultz's term would expire December 31, 1993. Mr. Whitemarsh seconded. The Board unanimously appointed Robert G. Schultz to fill the unexpired term of Dr. Zimmerman by Resolution 88-110 (Exhibit D). This resolution would be sent to Benton County for their approval and signature. A letter would be sent to Mr. Schultz once final approval is obtained from Benton County

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for ~~December~~ November 5, 1988

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 5, 1988. There would be no meeting November 30, 1988 due to a lack of quorum. Mr. Mathews is scheduled to attend a seminar on Statewide Conference On Jail Crowding in Seattle and Mr. Miller would be attending a Nuclear Waste meeting in Olympia.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 88-107

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 1988 ALCOHOL & DRUG FUND BUDGET, FUND NO. 0102-101

WHEREAS, the D.S.H.S. Bureau of Alcohol and Substance Abuse has executed contract amendments with the Counties to award additional funding for the 1987-89 biennium contract for alcohol and drug abuse services; and

WHEREAS, it is necessary to supplement the 1988 Alcohol and Drug Fund budget in the amount of $62,000 for the purpose of meeting these unanticipated contract revenues and expenditures; and

WHEREAS, the supplemental budget will be apportioned to the following line items:

565.410	4170	Drug Info/Education	$2,000
565.510	4172	Drug Detox	$9,000
565.620	4177	Drug Outpatient	$25,000
567.410	4170	Alcohol Info/Education	$1,000
567.620	4177	Alcohol Outpatient	$10,000
567.900	4185	ADATSA	$15,000

WHEREAS, no one appeared at the public hearing on November 28, 1988, to speak in favor or in opposition to the proposed supplements; NOW THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners, that a supplemental appropriation to the 1988 Alcohol & Drug Fund Budget, Fund No. 0102-101, in the amount of $62,000 is hereby approved as requested.

BENTON COUNTY
BOARD OF COMMISSIONERS

DATED this ____ day of _____, 1988

_____
Chairman

_____
Member

_____
Member

FRANKLIN COUNTY
BOARD OF COMMISSIONERS

DATED this 28 day of Nov., 1988

Harold Mathews
Chairman

Bruce A. Whitemarsh
Member

Member

FRANKLIN COUNTY

RESOLUTION NO. 88-108

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF
RESTRICTING GROSS VEHICLE LOADS
AND VEHICLE SPEEDS ON COUNTY ROADS

WHEREAS, normal winter weather conditions create unstable foundations for County roads, which result in road surface failures under normal vehicular operations, and

WHEREAS, in accordance with the provisions of RCW 46.44.080 as amended, the Board of Franklin County Commissioners may prohibit or restrict the operations of motor trucks or other vehicles on County Roads under certain conditions, whenever the roads will be damaged or destroyed, and

WHEREAS, the Board of Franklin County Commissioners deem it in the interest of the road program to delegate to the County Engineer, certain authorities concerning the regulation, restriction or prohibition of motor trucks or other vehicles under such conditions.

NOW, THEREFORE, BE IT RESOLVED, that by the direction of authority, the County Engineer, when he deems it appropriate shall prohibit or restrict as to weight and speed, the operation of vehicles upon County Roads exposed to serious damage by reason of rain, snow, climatic or other condition, by positing said County roads with the SEVERE EMERGENCY LOAD AND SPEED RESTRICTIONS, listed hereinafter, as he deems appropriate, and

BE IT FURTHER RESOLVED that those Franklin County roads posted with the SEVERE EMERGENCY LOAD AND SPEED RESTRICTIONS, be limited to those vehicles meeting said posted restrictions, EXCEPT:

1. School buses are hereby permitted to operate at normal loads, but are restricted to the speed limits applicable to the posted restrictions.

2. Authorized emergency vehicles, as defined in RCW 46.08.060, are hereby permitted to operated normally when on actual emergency runs.

3. Motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents, when the load of such commodities cannot be broken down to provide a gross load meeting the posted restrictions, may operate on a trip by trip basis, provided a trip permit has been issued by the Franklin County Engineer. The County Engineer is hereby authorized or receive applications for single trip movements of such commodities, and further, to issue single trip permits with speed restrictions, as deemed necessary to best protect the County roads.

BE IT FURTHER RESOLVED that this resolution be effective for a period of 150 days from date of adoption.

SEVERE EMERGENCY (RED) LOAD AND SPEED RESTRICTIONS
The gross weight of any vehicle may not exceed the load limits set forth below for the tires of the various sizes. The speed of any vehicle shall not exceed 35 miles per hour.

CONVENTION TIRES		TUBELESS OR SPECIAL TIRES	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1800 lbs.	8.22.5	1800 lbs.
7.50	1800 lbs.	9.22.5	1900 lbs.
8.25	1900 lbs.	10.22.5	2250 lbs.
9.00	2250 lbs.	11.22.5	2750 lbs.
10.00	2750 lbs.	11.24.5	2750 lbs.
11.00 & over	3000 lbs.	12.22.5 & over	3000 lbs.

High pressure tires shall have the same rating as set forth in the above table.

No allowance will be made for any second rear axles that is suspended from the frame of the regular driving axles and commonly known as a "Rigid Trial Axles." Allowance will be made for the single tires only on the front axle of any truck.

The load distribution on any one axle of any vehicle, shall be such that it will not load the tire on said axle in excess of the prescribed load set forth in this resolution.

ADOPTED the 28th day of November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-109

WHEREAS, both the U.S. House and Senate have gone on record for the construction of a new production reactor:

WHEREAS, a strengthened defense capability enhances the prospects of peace and arms control negotiations;

WHEREAS, WNP-1 is 63% complete: and

WHEREAS, the construction of WNP-1 would be completed years sooner than any other alternative;

WHEREAS, the construction of WNP-1 would save approximately 2.5 billion dollars in construction costs; and

WHEREAS, the defense of our nation would be strengthened by the construction of WNP-1 Nuclear Reactor; and

WHEREAS, the peaceful use of electrical power generation for future diversification would be strengthened by the construction of WNP-1 Nuclear Reactor; and

WHEREAS, the United States has invested more than four decades and $6.8 billion in facilities to make Hanford an integral part of the nation's research and development, energy and defense program; and

WHEREAS, congressional and U.S. Department of Energy support is needed to maintain current Hanford programs and assign new missions that could be of great benefit to our country and state; and

WHEREAS, the State of Washington and its elected leaders need to express their strong support for new project investments at Hanford;

NOW, THEREFORE, BE IT RESOLVED Franklin County Board of County Commissioners supports the construction of the WNP-1 Nuclear Plant for the purpose of a finished defense and electrical production reactor.

BE IT FURTHER RESOLVED: that the Board of County Commissioners calls for political unity within our state to enhance the defense of our nation.

Dated this 28th day of November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY RESOLUTION NUMBER 88-110

BENTON COUNTY RESOLUTION NUMBER 88 338

IN THE MATTER OF APPOINTMENT TO THE MID-COLUMBIA REGIONAL LIBRARY BOARD OF TRUSTEES:

WHEREAS, a vacancy has been created on the Mid-Columbia Regional Library Board through the resignation of Richard Zimmerman whose term ends on December 31, 1993, and

WHEREAS, RCW 27.12.130 and RCW 27.12.190 states that the Board of County Commissioners shall appoint the members to the Board of Trustees of Inter-County Rural Library Districts; and

WHEREAS, Robert G. Schultz, P. O. Box 891, Pasco, WA 99301, was one of the individuals whose name was submitted as an individual interested in serving on the Mid-Columbia Regional Library Board and the Boards of Commissioners of Benton and Franklin Counties did concur in the recommendation; and,

WHEREAS, Robert G. Schultz has expressed his interest and willingness to serve in this capacity;

NOW, THEREFORE, BE IT RESOLVED that Robert G. Schultz be appointed to fill the vacancy created on the Mid-Columbia Regional Library Board, to fill the unexpired term of Richard Zimmerman ending on December 31, 1993.

Dated at Prosser, Washington, this 5th day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

A. E. Lucas
Chairman

Member

Member

Attest:
Glennette Evans
Clerk of the Board

Dated at Pasco, Washington this 28th day of November, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold W. Mathews
Chairman

Member

Member

Attest:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 5, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Clerk of the Board advised the Board that November 28, 1988 minutes were incorrectly labeled as December 5, 1988. Let it be so noted that pages 1023 through 1030 are the minutes for November 28, 1988.

9:08 a.m. The Board met with Cathy Latham concerning the rabbit barn at the Benton-Franklin County Fairgrounds. They were seeking permission to place a freezer in the barn and a new watering system for the rabbits. The Board felt it would be necessary for her to work with Ted Martin. Presently, there are no policies set up to handle this type of situation. Mr. Miller would be attending a Fair Board meeting and would present the need for a policy. Mrs. Latham also requested a letter authorizing her group to solicit for money to replace the rabbit/poultry barn. The Board had no problem with this and, again, Mr. Miller would present this to the Fair Board.

10:00 a.m. The Board met with Bruce Gilkeson. Mr. Gilkeson presented vouchers as follows: County Road $295,244.67 and MV&PWE $13,602.30.

Mr. Gilkeson presented the proposed 1989 Annual Construction and Major Equipment Purchase Program. After reviewing the program, Mr. Miller moved to adopted the program as presented by the Engineer. Mr. Whitemarsh seconded. The Board unanimously adopted Resolution 88-111, 1989 Annual Construction and Major Equipment Purchase Program (Exhibit A).

Also presented was the initial environmental assessment for item 4 on the 1989 Annual Construction and Major Equipment Purchase Program. After reviewing the information Mr. Miller moved to adopt the initial environmental assessment on the Burr Canyon middle section M.P. 2.51 to 2.72. Mr. Whitemarsh seconded. The Board unanimously approved the initial environmental assessment (Exhibit B).

Mr. Gilkeson informed the Board that his budget for 1989 would be changed to

include the Federal highway programs that would not be completed this year, addition of CRID #9, and the addition of the County/Private Matching Program (Exhibit C).

Mr. Gilkeson presented a request to replace five existing radios. The new radios would give the operators the ability to use both the north and south repeaters and also a work channel and sheriff band. Mr. Whitemarsh moved to approve the purchase of five new radios; Mr. Miller seconded. The Board unanimously approved the purchase of five new radios for the Road Department (Exhibit D).

General discussion was held on the icing conditions in Northern Franklin County, letter received from the Department of Community Development concerning the Deschane Subdivision, medical benefits, and "tail" insurance.

11:04 a.m. The Board met with Bob Boothe, Franklin County Planner. Mr. Boothe presented the final short plat approval of Robert Bradshaw File # S.P. 007-88. All conditions have been met. Mr. Miller moved to accept the final shot plat; Mr. Whitemarsh seconded. The Board unanimously approved the final shot plat for S.P. 007-88 (Exhibit E).

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board:

CURRENT EXPENSE	-	Warrant Numbers 27403-27788, Both Inclusive	- $297,184.21
COUNTY ROAD	-	Warrant Numbers 8461-8542, Both Inclusive	- 147,924.19
EQUIPMENT RENTAL	-	Warrant Numbers 5165-5181, Both Inclusive	- 4,776.46
PATHS & TRAILS	-	None	
B-F HEALTH BLDG	-	None	
CENTENNIAL LICENSE PLATES	-	None	
SOLDIERS/SAILORS	-	Warrant Number 281	- 50.00
JAIL COMMISSARY	-	None	

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 5, 1988

LAW LIBRARY - None

CAPITAL OUTLAY - None-

SHERIFF'S NARCOT - None

PUBLIC HOSPITAL - None

CEMETERY #1 - None

CEMETERY #2 - None

ALCOHOLISM 2% - None

MENTAL HEALTH - None

PA CRIME VICTIMS/- None

K-9 SHERIFFS/MISC- None

TREASURER'S O&M - None

TRT (SWAT) - None

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 7, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Matthews
Chairman

Member

Ken Hill
Member

Attest:
Dee McLaughlin
Clerk of the Board

FRANKLIN COUNTY
RESOLUTION NO. 88-111

In the matter of the 1989 Annual Construction and Major Equipment Purchase Program.

WHEREAS, the County Engineer has submitted to the Franklin County Board of County Commissioners, a program for the design and construction of roads by the County Highway Department and a list of major equipment purchases to be made by the Motor Vehicle and Public Works Equipment Fund for the year of 1989.

AND WHEREAS, the Board of County Commissioners reviewed this Annual Construction Program, the environmental assessments, and the Major Equipment Purchase List:

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington, convened in regular session in their office in the Courthouse, at Pasco, Washington, that the attached program of 1989 is hereby adopted and approved, and the County Engineer is authorized and directed to proceed with the same.

Signed this 5th day of December, 1988 at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

Page 1035

EXHIBIT A

ANNUAL CONSTRUCTION PROGRAM FOR 19 89

(8) TYPE OF WORK CODE

A. GRADING & DRAINAGE
B. BASE & TOP COURSE
C. BITUM. SURF. TREATMENT
D. A.C. OR P.C.C PAVEMENT
E. CURBS & GUTTERS
F. SIDEWALKS
G. TRAFFIC FACILITIES
H. PATHS, TRAILS & BIKEWAYS
I. BRIDGES
J. FERRY FACILITIES

DAY LABOR COMPUTATION

(A) TOTAL CONSTRUCTION PROGRAM - columns (15)+(16) $ 1169
(B) COMPUTED DAY LABOR LIMIT (see back) . . . . . $ 409
(C) TOTAL DAY LABOR PROGRAM - column (15) . . . . $ 185
(line C must be smaller than line B)

AGENCY ACTION
County Franklin
Date of Submittal of Recommended Program .....
Date of Enviromental Assessment .....
Date of Final Adoption .....
Ordinance/Resolution No. .....

(1)	(2)	(3)	(4)	(5)	(6)			(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
ITEM NO.	6 YEAR ROAD PROGRAM ITEM NO.	ROAD LOG NO.	ROAD NAME AND/OR BRIDGE NUMBER	LOCATION	LENGTH M.P.	to M.P.	TOTAL	FUNCT CLASS	TYPE OF WORK	ENVIRON ASSESS	FUNDING SOURCE: COUNTY FUNDS ($1000)	OTHER FUNDS ($1000)	OTHER FUNDS PROGRAM SOURCE	ESTIMATED EXPENDITURES ($1000): PRELIM ENGR 541.11	RIGHT OF WAY 541.20	CONSTRUCTION: CONTRACT	CONSTRUCTION: DAY LABOR	GRAND TOTAL 541.00
1	4 (87-92)	04450	Mountain Vista IV CRP 457	Michel Road to top of the hill	4.80	6.25	1.45	08	A,B,C, G	I	8	33	RAP				41	41
2	5 (87-92)	04450	Mountain Vista III CRP 459	Bridge 445-7.83 to Michel Road	6.25	7.83	1.58	08	A,B,C	I	9	35	RAP				44	44
3	2 (87-92)	11000	Court Street CRP 455	Road 60 to Road 68	3.84	4.25	0.41	15	A,B,D, E	I	22	33 187	FAUS PWTF			242		242
4	1	01400	Burr Canyon Road CRP 459	Cattle Underpass	2.36	2.55	.19	07	A,B,C, G	I	31	154	FAS	5	5	175		185
5	3	01400	Burr Canyon Road CRP 461	End of Pavement to Cattle Underpass	0.97	2.36	1.39	07	A,B,C, G	I	7	400 93	RAP FAS	5	10	485		500
6	6 (87-92)	09080	Sagemoor RR Xing CRP 452	BN Railroad Cross-ing			0.03		G	E	1	36 3	RRP WUTC			40		40
7	8 (87-92)	06700	Russell Rd. RR Xing CRP 454	BN Railroad Cross-ing			0.03		G	E	1	38 3	RRP WUTC			42		42
8		Various	Misc. Projects	County Match Prgrm.					A,B,C		50	50	Local Private Donation				100	100
											129	1065		10	15	984	185	1194

PAGE/PROGRAM TOTALS =>

CRAB FORM NO. 3 (REV 6/87)

PAGE __ OF __

INSTRUCTIONS FOR USE OF
ANNUAL CONSTRUCTION PROGRAM FORM (CRAB FORM # 3)

Refer to CRAB Standard "Regarding Procedures for Preparation of the Annual Road Program" (WAC 136-16) in your Standards of Good Practice Manual for further guidance.

**** GENERAL DATA ****

AGENCY ACTION block - complete all items as shown

DAY LABOR COMPUTATION block - line (A) is the grand total of contract and day labor construction from columns (15) and (16). Line (B) is the computed day labor limit as per RCW 36.77.065; compute as follows (use the larger of dollar limit or percent calculation):

Line A amount	$ Limit	% Limit of Line A
over $4 million ($4 M)	$800,000	15%
over $1.5 M to $4 M	$525,000	20%
over $500,000 to $1.5 M	$250,000	35%
less than $500,000	$250,000	(or $35,000 per project for entire program)

**** COLUMNAR DATA ****

(1) Item No. - Use consecutive numbers beginning with 1.

(2) 6 Year Road Program Item Number - Use the Priority Number from column 1 on the most recent 6 year transportation improvement program (DOT Form 140-049). No number is necessary for miscellaneous projects as permitted under WAC 136-16-025.

(3) Road Log No. - County road log number as per the current road log as maintained by each county.

(4) & (5) Name and Location - Enter road name and project location as assigned by the county.

(6) Length - Enter beginning and ending milepost for the project and the total length. The mileposting should use the county road log mileposting.

(7) Functional Class - Use the following codes:

RURAL		URBAN	
06	Minor Arterial	15	Principal Arterial
07	Major Collector (FAS)	16	Minor Arterial
08	Minor Collector	17	Collector Arterial
09	Local Access	19	Local Access

(8) Type of Work - Use one or more of the codes from the top of the form. If more than one, show major work items first. The code should reflect the nature of the anticipated final project.

(9) Environmental Assessment - Use the following assessment codes (Reference: State Environmental Policy Act):

S - Significant; I - Insignificant; E - Exempt

(10) Funding Source - County - Enter the total amount of county funds estimated for the project (use columns 11 and 12 for RID, developer contributions, and similar non-county funds).

(11) Funding Source - Other Funds - Enter the total amount of other funds estimated for the project. If more than one "other" source (ex: RAP + FAS), show each "other" amount separately.

(12) Funding Source - Other Funds Source - For each "other" source shown in Column 11, enter the abbreviation for the source type (ex: RAP, FAS, BROS, UAB, RID, PVT, etc.).

(13) Estimated Expenditures - Prelim. Engr. - Enter the estimated amount of preliminary engineering (BARS 541.11) for the project.

(14) Estimated Expenditures - Right of Way - Enter the estimated amount of right of way costs (BARS 541.20) for the project.

(15) Estimated Expenditures - Construction - Contract - Enter the estimated amount of contract construction for the project. Include construction administration and engineering (BARS 541.12 and 541.90).

(16) Estimated Expenditures - Construction - Day Labor - Enter the estimated amount of day labor work for the project. Include construction administration and engineering (BARS 541.12 and 541.90). Materials incorporated into a day labor project, even though created or supplied by separate contract (ex: crushing) are to be included in the day labor construction amount shown here.

(17) Estimated Expenditures - Grand Total - Enter the total estimted amount of the project. This must equal the sum of columns (13), (14), (15) and (16). This must also equal the sum of columns (10) and (11). This amount should also equal the total amount of construction (BARS 541.00) shown in the final annual road budget.

Please total all funding and expenditure columns at the bottom of the last page submitted.

Franklin County
County Road & MV&PWE Funds
1989 Equipment Purchases

Item No.	Quantity	Description	Amount
1	3	HD 1/2T Pickups	38,000
2	1	Survey Vehicle	25,000
3	1	Motor Grader	110,000
4	1	10 CY Dumptruck	90,000
5	1	Park Tractor	18,000
6	1	Self-propelled Sweeper	32,000
7	2	10 CY Pup Trailer	30,000
			$ 343,000

County Road New Equipment

8	1	Water/Sanding Truck (Used Chassis)	60,000

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

December 2, 1988
TF-88-93

TO: Board of County Commissioners

FROM: Tim Fife, P.E.

SUBJECT: ANNUAL ROAD PROGRAM

Attached please find, for your review and approval, the "Initial Environmental Assessment" for Item Number 4: Burr Canyon Cattle Underpass.

All the other projects have gone through complete "State Environmental Policy Act" (SEPA) reviews and have been found to be exempt, or a formal determination of non-significance was granted.

TF/rm

INITIAL ENVIRONMENTAL ASSESSMENT
IN ACCORDANCE WITH WAC 136-16
FRANKLIN COUNTY, WASHINGTON

1989 ANNUAL ROAD PROGRAM ITEM NO. 4

I. Road Name Burr Canyon Log No. 0140 Est. Adt. 70

From At Cattle Underpass To ----

M.P. 2.51 to M.P. 2.72 Length 0.21 mile

Road Classification Major Collector Surface Type Gravel

Geographical location (Attach Segment Map)

Section 24, T.12N., R. 33E., W.M.

II. General Land Use Description:

Agricultural, Range Land

III. Purpose of Project:

To replace an aging and deteriorating concrete box culvert and improve the safety of the road.

IV. Description of Project Work:

Grading, drainage, surfacing with crushed materials, guardrail, construct Class A BST and replace deteriorating concrete box culvert.

V. Shorelines Management Permit Required: Yes/No. If yes, briefly describe involvement:

No

VI. Social, Economic, and Environmental Effects: (Brief statement regarding those elements considered to be applicable).

1. Regional and Community Growth

The proposed improvement is necessary to replace a deteriorating and aging concrete box culvert used as a cattle underpass and would neither stimulate or deter growth.

2. Conservation and Preservation

No significant change.

3. Public Facilities and Services

The proposed improvement would provide a safer facility for vehicular traffic.

4. Community Cohesion

No significant affect on the community.

5. Displacement of People, Businesses and Farms

No displacement would be necessary. Some right-of-way may be required.

6. Air, Noise, and Water Pollution

No increases over present levels after construction.

7. Aesthetic and Other Values

No change from present conditions.

VII. Assessment to Determine Significant/Insignificant Enviromental Effects:

From a review of the foregoing data, the project, if implemented, is determined to ~~SIGNIFICANTLY~~/INSIGNIFICANTLY affect the invironment.

The foregoing environmental assessment is recommended by the County Engineer for approval and adoption by the Board of Franklin County Commissioners.

Signed this 2nd day of December, 1988.

Bruce A Rich
Franklin County Engineer

The foregoing environmental assessment for Item No. 5 of the proposed 1989 Annual Road Program, Burr Canyon (Project) has been reviewed by this Board of County Commissioners and is hereby approved and adopted.

Signed this 5 day of December, 1988.

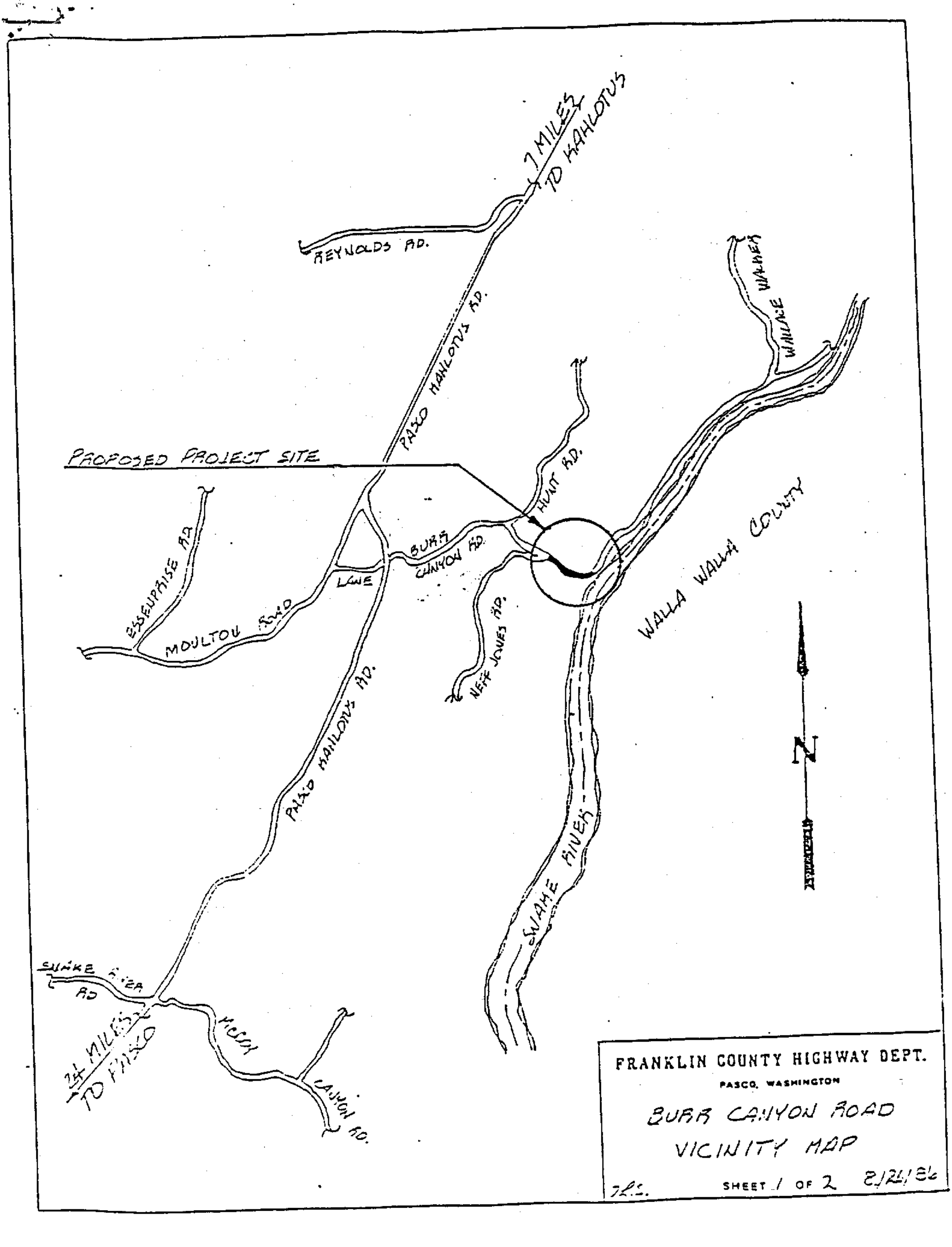
Harold A Matthews
Chairman of the Board

Bruce D Whitemarsh
Member

Member

Attest: DO McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington



FRANKLIN COUNTY HIGHWAY DEPT.
PASCO, WASHINGTON

BURR CANYON ROAD
VICINITY MAP

J.P.C. SHEET 1 OF 2 2/24/84

EXHIBIT C

ESTIMATED REVENUE

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

Revised 11-29-88

BA	SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291		70		Estimated Beginning Cash	366,230	711,362	785,914	400,000	500,000
				Less Outstanding Warrants	(98,529)	(184,758)	(201,015)	(50,000)	(50,000)
				Less Working Capital		(200,100)	(19,810)	(60,000)	(60,000)
				Est. Beginning Unreserved Balance	267,701	326,504	565,089	290,000	390,000
311		10		Real Property Tax	1,303,907	1,427,023	847,551	1,333,100	1,313,100
				Less -- To Sheriff for Traffic Enforcement			(16,725)	(30,000)	
				Net Property Tax	1,303,907	1,427,023	830,826	1,303,100	1,313,100
318		250		Lease Hold Tax	20,873	24,160	8,153	22,000	20,000
322		40		Permits	40	85	90	100	100
332		12	10	Flood Control	794	0	2,696	900	1,000
332		15	21	Grazing Fees	545	877	354	500	500
333		20	21	Federal Aid Secondary	188,675	306,213	421,579	635,000	247,000
333		20	22	Federal Aid Urban	0	0	0	85,000	33,000
				Federal Aid Fund Total	188,675	306,213	421,579	720,000	280,000
333		11	3X	EDA Title 9 Grants	0	0	0	0	0
333		20	23	Federal Hazard Elimination Fund	0	0	0	0	0
333		20	24	Federal Railroad Highway Program	0	0	0	247,100	74,000
334		3	80	UAB & RAP	0	0	77,390	595,000	468,000
334		3	80	WUTC Railroad Crossing	0	0	0	2,900	6,000

EXHIBIT C

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

BA SUB	ACCOUNT ELE	NO. OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
336	0	89	County Road MV Gas Tax	1,570,101	1,612,918	976,696	1,704,400	1,723,100
			Less CB Bond Payment	(38,364)	(33,710)	(19,228)	(33,000)	(32,800
			Less Paths & Trails Transfer	(7,851)	(8,065)		(8,600)	(8,600
			Gas Tax Total	1,523,886	1,571,143	957,468	1,662,800	1,681,700
335	0	82	Overload Fines	0	0	0	500	500
332	0		In Lieu of Taxes	982	0	0	1,000	1,000
338	42		Work for Other Governments	783	0	0	1,000	1,000
341	50		Map Sales	1,533	1,538	538	2,000	2,000
344	10		Road Maintenance	3,365	4,852	1,789	3,000	3,000
361	11		Investment Interest	0	0	0	0	0
367	0		Donation	0	0	0	100	50,000
369	10		Miscellaneous Revenue	15,910	2,588	689	1,500	1,500
348	0		Interfund Services					
348	20		Sales of Road Materials	200	0	0	100	100
348	30		Vehicle/Equipment Repair	36,056	27,780	11,944	40,000	40,000
348	60		Printing & Duplicating	0	0	0	100	100
348	70		(Other) Rent	9,964	0	0	400	400
348	92		Bike Trail	0	0	1,313	2,000	2,000
			Interfund Service Total	46,220	27,780	13,257	42,600	42,600
349	32		Engineer Services	3,697	1,838	0	1,000	1,000

EXHIBIT C

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 3 OF 7

BA SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
349	39		Physical Environment	379	574	0	0	0
349	42		Road Maintenance Repair Service	4,614	6,977	2,911	4,300	4,300
353	0		Insurance Recoveries	300	0	0	0	0
361	90		Loan Interest					
			CRID #1	786	791	469	2,000	2,000
			Current Expense	4,586	14,722	6,475	0	0
			Total Loan Interest	5,372	15,513	6,944	2,000	2,000
381	20		Repayment of Loan					
			CRID #1	1,399	3,133	2,833	2,000	2,000
			Current Expense	0	200,000	612,000	0	0
			Total Repayment of Loan	1,399	203,133	614,833	2,000	2,000
382	80		Public Works Trust Fund Loan	0	0	0	220,000	187,000
385	0		Collection CRID #6 & #7	17,309	36,424	0	0	0
385	0		Collection CRID #9	0	0	0	23,000	21,000
395	0		Sale of Fixed Assets	880	0	0	0	0
			TOTAL REVENUE	3,409,164	3,957,222	3,504,606	5,148,400	4,553,300

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

Revised 11-29-88
YEAR: 1989
PAGE: 4 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
519	70	Reimbursable Work					
		Bike Trail	140	932	338	1,700	3,000
		Interfund	35,017	34,716	15,908	50,000	50,000
		Other Governments/Individuals	4,445	6,719	5,040	4,700	2,600
		Total Reimbursable	39,602	42,367	21,286	56,400	55,600
597	0	ER&R Pits & Quarries	40,000	0	0	0	0
519	90	BFGC Membership	8,000	8,000	8,147	8,000	8,200
595	0	Road Construction	483,425	424,455	485,000	2,020,000	1,199,000
542	0	Road Maintenance	1,970,496	2,437,209	1,057,935	2,597,000	2,737,800
543	0	Administration	394,325	444,840	242,130	457,000	485,700
594	0	Road Facilities	34,715	15,476	726	10,000	67,000
		TOTAL	2,970,563	3,372,347	1,815,224	5,148,400	4,553,300

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 5 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
595	0	Construction					
		FAUS, PWTF, & Local	17,919	311,728	12,862	330,000	242,000
		FAS, RAP, & Local	421,078	72,489	358,323	762,000	685,000
		FA Hazard Elimination Project	0	0	0	0	0
		Railroad Highway Crossing	936	8,408	86,624	250,000	82,000
		UAB	0	0	0	0	0
		County Funded	40,757	0	9,596	0	0
		Minor Projects and Contingencies	0	5,008	21	5,000	5,000
		RAP & Local	2,735	17,096	16,432	650,000	85,000
		CRID	0	9,725	1,142	23,000	0
		County/Private Match Program	0	0	0	0	100,000
		TOTAL CONSTRUCTION	483,425	424,454	485,000	2,020,000	1,199,000

EXHIBIT C

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
542	0	Maintenance					
542	30	Roadway Surface	1,290,442	1,675,170	622,832	1,670,000	1,798,000
542	40	Drainage	102,652	91,330	88,090	165,000	165,000
542	50	Bridges	31,519	23,445	24,152	65,000	65,000
542	60	Traffic Services	210,264	288,590	131,592	285,000	285,000
542	70	Roadside	177,036	195,854	108,766	246,000	256,000
542	90	Administration & Supervision	158,585	162,820	82,503	166,000	168,800
		TOTAL ROAD MAINTENANCE	**1,970,498**	**2,437,209**	**1,057,935**	**2,597,000**	**2,737,800**

EXHIBIT C

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 7 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
543	0	General Administration					
543	10	Management	93,780	104,745	51,947	96,400	97,400
543	20	Undistributed Engineering	45,786	33,784	11,884	45,000	50,100
543	30	General Services	192,918	270,816	146,749	243,000	260,200
543	40	Planning	11,274	28,854	17,371	40,000	40,000
543 (formerly 544	50 20)	Facility Maintenance			2,550	6,000	6,000
543	60	Training	28,489	8,513	12,118	22,600	22,000
543	70	Undistributed Indirect Labor	22,077	(1,873)	(489)	10,000	10,000
		TOTAL ADMINISTRATION	**394,324**	**444,839**	**242,130**	**463,000**	**485,700**
594 (formerly 544	0 0 - Road/Street Facilities)	Capitalized Expenditures					
594 (formerly 544	42 10)	Road/Street Maintenance			726	4,000	67,000
544	10	Construction	28,514	5,411			
544	20	Maintenance & Operation	6,201	10,065			
		TOTAL CAPITALIZED EXPENDITURES	34,715	15,476	726	4,000	67,000

Page 1050

EXHIBIT C

ESTIMATED REVENUE

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

ACCOUNT NO. BA	SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291		70	Estimated Beginning Cash	421,360	421,360	505,889	281,000	281,000
			Less Warrants Outstanding	(50,000)	(31,076)	(46,685)	(50,000)	(50,000)
			Net Beginning Cash	371,360	390,284	459,204	231,000	231,000
348		20	Sale of Road Materials (Aggr. Sales)	57,268	214,583	80,221	190,000	190,000
348		30	Vehicle/Equipment Repair Charges	1,989	176	323	4,000	4,000
348		40	Sales of Parts/Signs	13,756	10,806	9,079	17,000	17,000
348		50	Fuel Sales	2,344	1,414	1,215	3,000	3,000
348		70	Other Sales of Merchandise	212	0	0	2,000	2,000
361		10	Interest		15,585	3,881	0	0
365		10	Interfund Equipment Rental	681,216	793,927	342,140	850,000	850,000
365		40	Interfund Space Rental	0	0	0	3,000	3,000
369		90	Interfund Miscellaneous Revenue	28,603	103	12,241	30,000	30,000
395		00	Disposition of Fixed Assets		7,500	2,200	0	0
			FUND TOTAL	1,156,748	1,434,378	910,504	1,330,000	1,330,000

EXHIBIT C

ESTIMATED EXPENDITURES

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 2 OF 2

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
548	20	Pits/Quarries	127,582	177,823	12,299	200,000	200,000
548	30	Mechanical Shop	167,676	160,799	85,883	180,000	180,000
548	40	Parts Store/Signs	127,595	148,878	66,916	260,000	260,000
548	50	Fuel Depot	80,616	86,209	45,782	110,000	110,000
548	60	Equipment Rental Service	96,196	463,944	125,327	430,000	430,000
288	0	Undesignated Unreserved Fund	0	0	0	150,000	150,000
		FUND TOTAL	599,665	1,037,653	336,207	1,330,000	1,330,000

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

November 30, 1989
BG-88-129

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
Franklin County Engineer

RE: Replacement Radios

The Highway Department would like to purchase five radios to replace existing radios that are worn out or have limited use. Three of the radios will be placed in trucks, two in 10 yd dump trucks and one in a semi-tractor. The radios would be multi-band radios, giving the operators the ability to use both the north and south repeaters and also a work channel and sheriff band.

Also, the County would not have to rely on CB radios for communication in work areas and could phase the CB radios out of the truck fleet.

Two of the radios being replaced are single channel radios that would be installed on road graders. Graders generally stay within a district and therefore do not need the capability to contact both repeaters.

Two of the radios to be purchased would be hand held portable radios. These would replace two hand helds that are worn out and not worth repairing.

The installed cost of the three mobile radios for the trucks would be $2,100.00 and the cost of the two hand held radios would be $900.00.

I am recommending that the County purchase the replacement radios.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

BAG/rm

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING

RE: FINAL SHORT PLAT APPROVAL OF Robert Bradshaw - File # S.P. 007-88

WHEREAS, this Board did hold a public hearing on November 21, 1988 to consider the short plat of Robert Bradshaw, and

WHEREAS, the Board of County Commissioners have reviewed the short plat and other agencies have made their recommendations concerning the short plat, and

WHEREAS, the Board of County Commissioners have determined the following:

1) The conditions imposed when the preliminary short plat was approved have been met,

2) The requirements of the State law and Short Plat Ordinance have been complied with,

3) The bond, if required, assures the County the successful operation of improvements for an appropriate period of time up to two (2) years after final approval, and

4) The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Robert Bradshaw for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Robert Bradshaw be approved and the Chairman so indicate by signing the final short plat.

DATED THIS 5th **DAY OF** December, **19** 88

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold McKenzie
Chairman

Bruce A. Whitmarsh
Member

Attest:

D. McLaughlin
Clerk of the Board

K. Mills
Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 7, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board: MV&PW, Warrant Numbers 5216-5229, both inclusive, $5,03.93; County Road, Warrant Numbers 8575-8621, both inclusive, $33,845.53.

The Board met with Nancy Caldwell. Ms. Caldwell had presented our resolution 88-107 to the Benton County Board. The Benton County Board did not like the wording in one paragraph and rewrote it to meet their requirements. Mr. Miller moved to accept the rewording on this resolution and to keep our same resolution number 88-107. Mr. Whitemarsh seconded. The Board unanimously approved the rewritten 88-107 (Exhibit A) and replace the 88-107 approved November 28, 1988.

Ms. Caldwell presented a request to transfer $15,260.06 from the Mental Health/Mental Retardation Pooling Fund #108-101 and depositing $6,724.97 to the Mental Health Pooling Fund, #123-101, and $8,535.09 to the Developmental Disabilities Fund, #122-101 to accommodate administrative costs and program expenditures. Mr. Miller moved to approve this transfer; Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-112, Transfer of $15,260.06 from the Mental Health/Mental Retardation Pooling Fund #108-101 and depositing $6,724.97 to the Mental Health Pooling Fund, #123-101, and $8,535.09 to the Developmental Disabilities Fund, #122-101 (Exhibit B).

The Clerk of the Board advised the Board that the expenditures for the architect fees on the renovation of the Benton-Franklin Health District Building were paid through the Capital Outlay 1/4% Budget. The money is now available in the GO 1988 Bond Benton-Franklin 24510.41 Budget. Mr. Whitemarsh moved to pass a resolution showing the transfer of the $10,000 from the GO 1988 Bond Benton-Franklin Budget to the Capital

Outlays 1/4% Budget; Mr. Miller seconded. The Board unanimously adopted Resolution 88-113, Transferring $9,000 from GO 1988 Bond Benton-Franklin 24510.41 and $1,000 from GO 1988 Bond Benton-Franklin 24510.60 to Capital Outlays 1/4% Budget 32010.64 (Exhibit C).

The Elections Officer presented a transfer request to the Board. The Election Boards & Services has insufficient funds to cover expenditures accrued. Therefore, the Auditor was requesting a transfer of $11,000 from the State Auditor Budget to the Elections -10-20 & 49-00 Budget. After general discussion, Mr. Miller made a motion to approve this transfer; Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-114, transfer of $11,000 from the State Auditors Budget to the Elections Budget (Exhibit D).

10:00 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented an agreement with the Bureau of Reclamation on the use of the Hendricks Pit. The agreement would be for five years. The gravel being removed is of good quality and the yardage is free. Mr. Miller moved to allow the chairman to sign this agreement; Mr. Whitemarsh seconded. Mr. Mathews signed contract #775.F10.

General discussion was held on the RAP project list with the Board. Again the criteria for getting this money was discussed. Also the Kahlotus sand truck was discussed. It was decided that due to the condition of the truck it would be parked in Kahlotus and only used in emergency situations and that a sanding truck from the Connell Shop would be sent out to handle the sanding in this area. Mr. Gilkeson presented a copy of the CRID #9 final assessment roll Road 35 CRP 460.

The Board discussed the reappointment of Ray Pflueger to the Housing Authority Board. Mr. Whitemarsh moved to reappointment Mr. Pflueger to another five-year term ending January 1, 1994. Mr. Miller seconded. The Board unanimously appointed Mr. Pflueger to the Housing Authority Board. A letter would be mailed to Gary Crutchfield, City Manager, City of Pasco, advising him of this appointment (Exhibit E).

11:10 a.m. The Board met with Bob Boothe, Franklin County Planner. Mr. Boothe

advised that he has set up five public hearings on December 27, 1988 for the Commissioners. The public hearings would involve a variance, zone change, and amendments to the short and long plot ordinances, and amendments to the flood control ordinance.

Mr. Whitemarsh left to attend a Good Roads Meeting.

The Board reviewed the Bi-County Superior Court budget. A letter had been given to the Board requesting a reduction in the Court Administrator's position to part time and adjust the salary and benefits accordingly and increasing the Calendar Admin. responsibilities and wages. The Board did not feel justified in following Benton County in the salary for the Calendar Administrator. The Board felt that a $170,000 budget would be appropriate with the Calendar Administrator receiving only $1,500 per year salary increase from Franklin County.

The Board met with Dennis DeFelice concerning his 1989 budget request, the renewal of the lease agreement on the building his department is occupying, and the possibility of increasing the Coroner's budget to more than a $5 increase per case.

The Sheriff presented a contract with the town of Mesa. The contract would provide law enforcement functions to the town of Mesa at a cost of $5,000/year. The Board signed this contract. It will be sent to Mesa for their approval and signature.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 12, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Matthews
Chairman

Member

Ken Mills
Member

Attest:
Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 350

FRANKLIN COUNTY RESOLUTION NO. 88-107

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 1988 ALCOHOL & DRUG FUND BUDGET, FUND NO. 0102-101

WHEREAS, the D.S.H.S. Bureau of Alcohol and Substance Abuse awarded the counties $779,886 in contract #1400-62167 and subsequently increased the award by amendments 1, 2, and 3 in the amounts of $18,750, $38,492 and $25,411, respectively, for the biennium for alcohol and drug abuse services; and

WHEREAS, the increased amount of $82,653 was unanticipated by the counties for services during the remainder of the biennium, calendar year 1988 and the first six months in 1989; and

WHEREAS, the counties have heretofore negotiated contracts for performance utilizing these dollars in the amount of $62,000 for calendar year 1988 and the remaining $20,653 for the remainder of the biennium, January 1, 1989 through June 30, 1989; and

WHEREAS, it is necessary to supplement the 1988 Alcohol and Drug Fund budget in the amount of $62,000 (out of the total $82,653) for the purpose of meeting these unanticipated contract revenues and expenditures; and

WHEREAS, the supplemental budget will be apportioned to the following line items:

565.410	4170	Drug Info/Education	$2,000
565.510	4172	Drug Detox	$9,000
565.620	4177	Drug Outpatient	$25,000
567.410	4170	Alcohol Info/Education	$1,000
567.620	4177	Alcohol Outpatient	$10,000
567.900	4185	ADATSA	$15,000

WHEREAS, no one appeared at the public hearing on November 28, 1988, to speak in favor or in opposition to the proposed supplements; NOW THEREFORE,

BE IT RESOLVED that a supplemental appropriation to the 1988 Alcohol & Drug Fund Budget, Fund No. 0102-101, in the amount of $62,000 is hereby approved as requested.

BENTON COUNTY
BOARD OF COMMISSIONERS

DATED this 7th day of Dec, 1988

R. E. Lemmon
Chairman

Member

Member

FRANKLIN COUNTY
BOARD OF COMMISSIONERS

DATED this 12th day of Dec, 1988

Harold J. Matthews
Chairman

Bruce A. Whitehead
Member

Ken Mil-
Member

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88 351

FRANKLIN COUNTY RESOLUTION NO. 88-112

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF $15,260.06 FROM THE MENTAL HEALTH/ MENTAL RETARDATION POOLING FUND #108-101 AND DEPOSITING $6,724.97 TO THE MENTAL HEALTH POOLING FUND, #123-101, AND $8,535.09 TO THE DEVELOPMENTAL DISABILITIES FUND, #122-101

WHEREAS, Nancy Caldwell, Director of Human Services, has requested a transfer of funds from the Mental Health/Mental Retardation Pooling Fund in an amount equalling $15,260.06, with $6,724.97 of this amount to be deposited to the Mental Health Pooling Fund, and the remaining $8,535.09 to be deposited to the Developmental Disabilities Fund, and

WHEREAS, the Boards of Benton and Franklin County Commissioners have approved of said transfer for the purpose of accommodating administrative costs in Mental Health and Developmental Disabilities, and reimbursing for program expenditure costs in Developmental Disabilities for the period period of July 1, 1988 through September 30, 1988 (3rd Quarter), and, further, approved of the allocation of these funds by code in the Mental Health Pooling Fund and the Developmental Disabilities Pooling Fund budgets, NOW, THEREFORE,

BE IT RESOLVED that the Department of Human Services transfer by issue of voucher $15,260.06 from the Benton County Mental Health/Mental Retardation Pooling Fund, Fund No. 108-101 as follows: $6,724.97 to the Benton County Mental Health Fund No. 123-101 and $8,535.09 to the Benton County Developmental Disabilities Fund No. 122-101.

DATED this 7th day of December, 1988, in Prosser, Washington.

R E Isaacson
Chairman

Attest: Glennette Guinn
Clerk of the Board

Robert L Drake
Member

Ron Lou
Member

DATED this 7 day of December, 1988, in Pasco, Washington.

Harold M Matthews
Chairman

Attest: Ida McLaughlin
Clerk of the Board

Bruce A Whitemarsh
Member

Ken Mills
Member

FRANKLIN COUNTY

TRANSFER RESOLUTION

RESOLUTION NUMBER 88-113

WHEREAS, it is found that expenditures were made out of the Capital Outlays 1/4% Budget for the architect fees on the remodeling of the Benton-Franklin Health District Building in Pasco in the amount of $10,000.00.

WHEREAS, funds are now available in the General Obligation 1988 Bond Benton-Franklin Health District Building Budget.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $9,000 be transferred from GO 1988 Bond Benton-Franklin 24510.41 and $1,000 be transferred from GO 1988 Bond Benton-Franklin 24510.60 to Capital Outlays 1/4% Budget 32010.64 to cover expenditures under Warrant Numbers 70, 72 and 73.

Dated this 7th day of December 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

TRANSFER RESOLUTION

RESOLUTION NO. 88-114

WHEREAS, it is found that the ELECTIONS budget had insufficient funds allocated to Election Boards & Services, the Auditor requests transfer of $11,000.

REASON FOR TRANSFER Two extra School elections - Connell & Pasco Extra printing and more election board members for Presidential Election.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $11,000 be transferred from STATE AUDITOR to ELECTIONS - 10-20 & 49-00 in the ELECTIONS budget.

PASSED this 7 day of December, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By Harold N Mathews Chairman

By Bruce H Whitmarsh Member

By Ken Hirsch Member

Attest: Dolores McLaughlin
Clerk of the Board

	1	2	3	4
Election Reimbursements				
City of Pasco	625413			
Town of Connell	15700			
City of Kahlotus	6200			
City of Mesa	5400			
Port of Pasco	334027			
Port of Kahlotus	5000			
School No 1	1981595			
School No 51	779698			
School No 54	5369			
School No 56	5100			
Fire No 1	7000			
Fire No 2	5000			
Fire No 3	49400			
Fire No 4	7500			
Fire No 5	5000			
State of Washington	843436			
Total Thru 10-30-88	4680838			
(Have not received funds for general election yet MM)				

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

December 7, 1988

Mr. Gary Crutchfield
City Manager
City of Pasco
P. O. Box 293
Pasco, WA 99302

Dear Gary:

It was the decision of the Franklin County Commissioners to reappointed Ray Pflueger, 1108 West Margaret, Pasco, WA 99301, to Position #3 on the Housing Authority Board.

This appointment will be for a five year term effective January 1, 1989 and ending January 1, 1994.

If you concur with this appointment, please sign below and return the letter to us. We will notify Mr. Pflueger of his reappointment upon receipt of the signed letter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Gary Crutchfield, City Manager

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 12, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:27 a.m. The Board met with Doug Loree concerning the Bi-County Juvenile Justice Center's budget. Mr. Loree discussed his request for a total budget for 1989 of $905,425; of which the facility budget would be $43,735 and $861,690 operating budget. Under agreement between Benton and Franklin Counties, the cost of the budgets would be split as follows: Franklin County providing 26% of the operating budget and 28% of the facility or $224,039 and $12,246 respectively. Benton County's portion would be portion 74% operating and 72% facility--$637,651 and $31,489 respectively. Mr. Miller moved to accept Franklin County's share of a total budget of $905,425--$224,039 operating and $12,246 facility. Mr. Whitemarsh seconded. The Board unanimously approved this budget.

Mr. Loree then presented the information concerning salary adjustments that had occurred in 1988 and would be continued in 1989. To keep the percentages the same as in 1988, it would be necessary to deduct the salary increases before taking the County's percentage of the operating budget and then add the correct County's increases back into the budget. The Board felt this would be appropriate if Benton County also agreed.

10:15 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the need for a new trash pump for the Highway Department. The present centrifugal pump was not designed to pump water out of ditches, dry wells, or de-watering work sites, as it is susceptible to the rocks and trash being sucked into the pump. The Department would like to purchase a pump for the specific purpose of pumping out such areas. The money would be obtained from unused funds left in the drainage maintenance budget--cost of pump $2,200.00. Mr. Whitemarsh moved to accept the Engineer's request to purchase a pump; Mr. Miller seconded. The Board unanimously approved the purchase of a diaphragm pump (Exhibit A).

Mr. Gilkeson advised that he had missed calculated in his Park's salaries budget

for 1988 and requested that funds be transferred within the Park's Budget to correct his matter. Mr. Miller moved to approve this interbudget transfer of $44,200; Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-115, Transfer Resolution - $4,200 to Parks Salaries/Buildings from Parks Intergov't (50) $850.00, Benefits (2) $1,500.00, Services (4) $1,850 to Salaries (1) $2,250 and Buildings (60) $1,950 (Exhibit B).

General discussion: Bureau of Reclamation's request to retain the County's personnel longer; complaint received from resident concerning his trailer and roadway.

10:40 a.m. The Board met with Sheriff Lathim. Sheriff Lathim presented a contract for the Board's signature to contract law enforcement services at $1,000 a year with Kahlotus. The contract will be sent to Kahlotus for their signatures.

11:11 a.m. The Board met with Robert Boothe, Franklin County Planner. General discussion was held on the scanner--wrong cables received; marine complex--part of the barge area.

The Board approved the transfer of $4,400 from the District Court Budget to Disability Board to satisfy the judgement awarded to Art Napier. Mr. Whitemarsh moved that this transfer be approved; Mr. Miller seconded. The Board unanimously approved Transfer Resolution 88-116, Transfer of $4,400 from District Court Budget Oper. Rentals & Leases to Disability Board Budget Professional Services (Exhibit C).

The Board met with Zonia Lenhart concerning the vouchers for computer programming and the software programming that is being considered by the Elections Department.

The Board discussed the Franklin County's Bi-County Superior Court Budget. After reviewing the discussion held on Monday, December 5 and the offer of a half time Court Administrator, Mr. Whitemarsh moved to place in Franklin County's Current Expense Budget Account #00620 Line 51 0000 Court Reimbursement the amount of $170,000 and limit Franklin County's portion of a salary increase for the Calendar Admin. to $1,500/year; Mr. Miller seconded. The Board unanimously approved Resolution No. 88-117, Franklin

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 12, 1988

County's Superior Court 1989 Budget (Exhibit D).

The Vouchers audited and certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W. 42.24.090 have been made available to the Board: Benton-Franklin Fairgrounds, Warrant Nos. 216-238, both inclusive, $4,544.27; Soldiers and Sailors, Warrant Nos. 282-284, both inclusive, $2,235.53; GO88 LMTDBO/Benton-Franklin Health Department, Warrant Nos. 10-11, both inclusive, $10,000; Law Library, Warrant Nos. 272-274, both inclusive, $4,404.97; Detention-Jail Commissary, Warrant Nos. 235-237, Both Inclusive, $445.93; Benton-Franklin Fair, warrant No. 151, $450.00; Sheriff's Narcotic Trust #175, Warrant No. 86, $28.45; GO88-LMTD, Warrant No. 9, $32,460.29; Treasurer's O&M, Warrant No. 18, $20.17; Centennial LIcense Plates, Warrant Nos. 38-42, both inclusive, $155.68; Current Expense, Warrant Nos. 27790-28058, both inclusive, $75,853.62.

The Board attended a joint meeting of the Parties and PIC. Employment Security was selected as the A/E and G/R effective July 1, 1989.

Mr. Mathews continued today's meeting until Tuesday, December 13, 1988 to include the meeting in Connell with the Commissioners from the Fire Districts.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Member

Ken Mills
Member

Attest:
D O McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

December 12, 1988
BG-88-135

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson
County Engineer

SUBJECT: PURCHASE - TRASH PUMP

The Highway Department at present does not own a trash pump for pumping water out of ditches, dry wells, or for dewatering work sites. In the past they have been using a centrifugal pump made for pumping out of water tanks for that purpose. The pump has had to be repaired recently because of rocks and trash being sucked into the pump.

The Highway Department would like to purchase a trash pump this year with unused funds left in the drainage maintenance budget. The cost of the pump would be $2,200.00. The pump would be a 4" pump, capable of pumping 600 gallons per minute. The purchase would include 20 feet of intake hose and 100 feet of discharge. This pump could also serve as a backup for the 6" pump that is used to fill the water truck.

I am recommending that the Highway Department purchase the pump.

RECOMMENDED: _____
Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED: BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

_____
Harold N. Mathews, Chairman

_____
Bruce Whitemarsh, Member

_____
Ken Miller, Member

BAG/rm

TRANSFER RESOLUTION

RESOLUTION NO. 88-115

WHEREAS, it is found that the Park budget had insufficient funds allocated to Salaries (10)/Buildings (60), the County Engineer requests transfer of $4,200.00.

REASON FOR TRANSFER Redistribute Park Budget

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $4,200.00 be transferred from Benefits (20) $1500.00, Srvcs. (40) Intergov't (50) $850.00 $1850.00 to Salaries (10) $2250.00/Bldgs. (60) $1950.00 in the Park budget.

PASSED this 12th day of December 88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By Harold N. Mathews Chairman

By Bruce A. Whitmarsh Member

By K. Miller Member

Attest: Lori McLaughlin
Clerk of the Board

FRANKLIN COUNTY

TRANSFER RESOLUTION

RESOLUTION NUMBER 88-116

WHEREAS, it is found that the Disability Board Budget has insufficient allocated to Professional 240.41.00, the Board of Franklin County Commissioners requests transfer of the following:

$4,400.00 to cover Franklin County Disability Board's cost of the judgement awarded to C. Art Napier for his attorney fees - Judgement Number 85-9-50094-4.

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $4,400.00 be transferred from District Court Budget Oper. Rentals & Leases line item 260.45.00 to Disability Board Budget Professional Services line item 240.41.00

Dated this 12th day of December 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-117

REFERENCE: FRANKLIN COUNTY'S SUPERIOR COURT 1989 BUDGET

WHEREAS, our discussion and review Monday, December 5, 1988, and the offer of a half time Court Administrator with an increase to the Calendar Administrative position and a review of our possible case rate increase to 30%-70% ratio,

THEREFORE, BE IT HEREBY RESOLVED we will place in Franklin County's Current Expense Budget Account #00620 Line 51 0000 Court Reimbursement the amount of $170,000, and

BE IT FURTHER RESOLVED, we will hold firm to the addition of only $1,500.00 to the Calendar Administrative (Administration Assistant) line item and show it at $23,051.00

Dated this 12th day of December 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 13, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member.

The Board met in Connell, Washington with the Fire District Commissioners and other elected officials of Franklin County to discuss a buy-down on the levy assessments possibilities for the junior taxing districts. No decisions were made at this point in time.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 14, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

/Harold N Mathews
Chairman

Member

/Ken Miller
Member

Attest:
Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 14, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Carol Blankenship, Terry Mason, Neil Smiley, Mary Lou Storkel and Connie Curiel. Mr. Mason presented medical packages they were able to prepare for the County—the three best were Group Health and two from Medial Services (Exhibit A). Mr. Miller moved the County pay $86.76 for the employees medical benefits; Mr. Whitemarsh seconded. The Board unanimously approved paying $86.76 for medical benefits. Meetings would be arranged for all County employees tomorrow.

10:40 a.m. The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson presented the Highway Department's Organizational Chart. Changes included: adding solid waste, parks, road logs and pavement management and right-of-way, utilities, hauling permits under Engineering. The Assistant Engineer would assume the duties of the Local Area Network (LAN) Manager (computers). Mr. Whitemarsh moved to accept the organizational chart as presented; Mr. Miller seconded. The Board unanimously approved the organizational chart dated December 14, 1988 (Exhibit B).

General discussion was held on the Agri Pak - BPA Road and the access to the Pasco/Kahlotus intersection.

1:38 p.m. The Board met with Will Kempe, Bureau of Land Management, Kevin R. Devitt, Bureau of Land Management. The Bureau wanted to explain the land exchange being proposed with BN and ask for the Commissioners support. The exchange would involve approximately 20,000 acres and would allow the Bureau to obtain more land next to the Juniper Forest. The Board felt this would be an incentive for the County, but wanted it stressed that if the exchange did take place and BN develops the land, BN should also develop the needed access roads in the area (Exhibit C).

A letter was prepared for the file that the large picture of the Courthouse hanging in the Rotunda was the property of Micki Hinds, 1537 West Ella Street, Pasco,

Washington. At the time the County no longer wants/needs the picture, it would be returned to her or to her estate (Exhibit D).

The Board prepared a resolution supporting placement of the new WSU branch campus next to Columbia Basin College. Mr. Miller made the motion to sign this resolution; Mr. Whitemarsh seconded. The Board unanimously passed Resolution No. 88-118, Supporting the WSU branch campus being placed next to Columbia Basin College (Exhibit E).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 19, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Member

Member

Attest:

Clerk of the Board

BENEFITS & COST COMPARISON for FRANKLIN COUNTY

EFFECTIVE JANUARY 1, 1989

BENEFITS	MEDICAL SERVICE CORP PPO4*	MEDICAL SERVICE CORP PLAN IV*	GROUP HEALTH OF WASHINGTON B+
MAJOR MEDICAL PAYMENT			
Lifetime Maximum	$1,000,000	$1,000,000	UNLIMITED
Annual Individual Deductible	$200	$200	NONE
Annual Family Deductible	$600	$600	
Annual Coinsurance/Stop Loss	80/20% TO $5000/IND. THEN 100% THEREAFTER	80/20% TO $5000/IND. THEN 100% THEREAFTER	$4, $5, $25, $100 COPAYMENTS
Out-of-Pocket Maximum	$1,200	$1,200	N/A
HOSPITAL INPATIENT			
Room & Board	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Intensive Care Unit	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Hospital Extras	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Rehabilitation	MAJOR MEDICAL, $2500/YR.	MAJOR MEDICAL, $2500/YR.	PAID IN FULL
Physicians	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	PAID IN FULL
HOSPITAL OUTPATIENT			
Minor Surgery	100% AFTER DED. FOR MANDATORY LISTED PROCEDURES	100% AFTER DED. FOR MANDATORY LISTED PROCEDURES	PAID IN FULL
X-Ray & Radium Therapy	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Medical Emergencies	MAJOR MEDICAL	MAJOR MEDICAL	$25 COPAY/GHW FACILITY $100 COPAY/NON-GWH FACILITY
SKILLED NURSING FACILITY			
Room & Board	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Physicians	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	PAID IN FULL
SURGICAL BENEFITS			
Surgeon & Assist. Surgeon	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	PAID IN FULL
Anesthesia	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	PAID IN FULL
Doctor Visits	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	PAID IN FULL
GENERAL MEDICAL BENEFITS			
Diagnostic X-Ray & Lab	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Office Visits	MAJOR MEDICAL	MAJOR MEDICAL PER PARTICIPATING SCHEDULE	$5 COPAYMENT
Prescription Drugs	$5 AT PREFERRED PROVIDER	MAJOR MEDICAL	$3 COPAYMENT
Ambulance to Hospital	MAJOR MEDICAL	MAJOR MEDICAL	PAID IN FULL
Outpatient Rehabilitation	MAJOR MEDICAL, $1000/YR.	MAJOR MEDICAL, $1000/YR.	$5 COPAYMENT
ACCIDENT TREATMENT	MAJOR MEDICAL	MAJOR MEDICAL	AS ANY OTHER ILLNESS
CHIROPRACTIC TREATMENT	MAJOR MEDICAL, $500/YR.	MAJOR MEDICAL, $500/YR.	$5 COPAYMENT
MATERNITY BENEFITS	AS ANY OTHER CONDITION	AS ANY OTHER CONDITION	AS ANY OTHER ILLNESS

BENEFITS	MEDICAL SERVICE CORP PPO4*	MEDICAL SERVICE CORP PLAN IV*	GROUP HEALTH OF WASHINGTON B+
NERVOUS/MENTAL CONDITIONS			
Inpatient	80% AFTER DED. TO $4000/YR.	50% AFTER DED, 60 DAYS/YR.	80% FOR 10 DAYS/YR.
Outpatient	80% AFTER DED. TO $2000/YR.	$60/VISIT FIRST $120 THEN 50%, $600/YR.	$10/$20 COPAY, 20 VISITS/YR.
CHEMICAL DEPENDENCY TREATMENT	$10,000 LIFETIME MAXIMUM 80% AFTER DED, $5,000/24 MONTHS	$10,000 LIFETIME MAXIMUM 80% AFTER DED, $5000/24 MONTHS	$10,000 LIFETIME MAXIMUM $5,000/24 MONTHS INPATIENT-80% OUTPATIENT-$10/$20 COPAYMENT
COST CONTAINMENT FEATURES			
Hospital Admission Review	MANDATORY	MANDATORY	NOT REQUIRED
Pre-Admission Testing	100% AFTER DED.	100% AFTER DED.	PAID IN FULL
Second Surgical Opinion	PAID IN FULL FOR LISTED PROCEDURES-VOLUNTARY	PAID IN FULL FOR LISTED PROCEDURES-VOLUNTARY	$5 COPAYMENT WHEN REFERRED
Outpatient Surgery	100% AFTER DED. FOR MANDATORY LISTED PROCEDURES	100% AFTER DED. FOR MANDATORY LISTED PROCEDURES	$5 COPAYMENT
Home Health Care	100% AFTER DED, $10,000/YR.	100% AFTER DED, $10,000/YR.	PAID IN FULL
Hospice Care	100% AFTER DED, $10,000 MAX.	100% AFTER DED, $10,000/MAX.	PAID IN FULL
Preventive Care	MAJOR MEDICAL TO INCLUDE WELL BABY CARE, ROUTINE PHYSICALS (LAB/X-RAY-$75), IMMUNIZATIONS, FOR PREFERRED PROVIDERS ONLY	NO BENEFIT	ROUTINE PHYSICALS, PAP SMEARS, IMMUNIZATIONS, WELL BABY CARE, BIRTH CONTROL PILLS COVERED AT APPLICABLE COPAYMENT
VISION BENEFITS	EXAM-MAJOR MEDICAL ONE EXAM/24 MONTHS	EXAM-MAJOR MEDICAL ONE EXAM/24 MONTHS	EXAM-$5 COPAYMENT HARDWARE-$35
MONTHLY PREMIUM			
MEDICAL			
Employee	86.76	98.62	80.78
Spouse	106.07	120.68	96.93
1 Child	39.72	44.90	39.60
2+ Children	78.02	88.64	79.97
	*BENEFITS ARE REDUCED FOR NON-PREFERRED PROVIDERS TO APPROXIMATELY 60%	*BENEFITS FOR NON-PAR PHYS. REDUCED TO 80% OF PAR PHYS. BENEFIT	

FRANKLIN COUNTY 1989 CONTRIBUTION WILL BE $86.76 PER EMPLOYEE

FRANKLIN COUNTY HIGHWAY DEPT.
ORGANIZATION CHART

DATE 12/14/89

RECOMMENDED Bruce A. Rieb
COUNTY ENGINEER

APPROVED Harold W. Mathews
CHAIRMAN

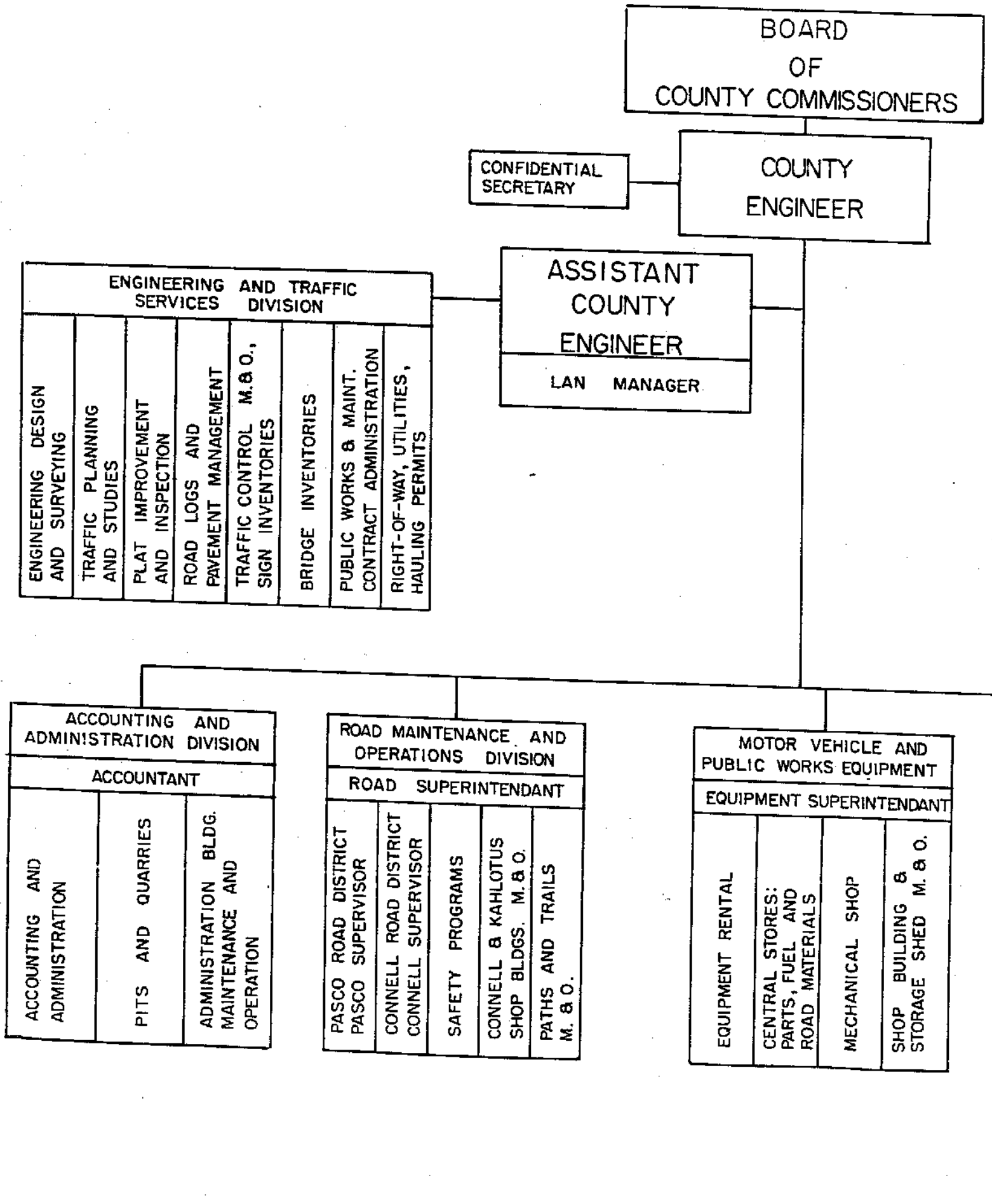


EXHIBIT B

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

December 14, 1988

Mr. Jim Cole, Project Manager
Bureau of Reclamation
Columbia Basin Project
P. O. Box 815
Ephrata, WA 98823

Dear Mr. Cole:

The Commissioners' office wishes to express its support for the Bureau of Land Management's proposal to exchange lands with Burlington Northern, Inc. in the Tri-Cities area of Franklin County. We have been involved in BLM's general land use planning for the area and have discussed the land exchange proposal with the Bureau. We believe this land exchange would benefit the local community significantly. It would not only be an economic boost, by generating additional tax revenues, but would also provide much needed recreational opportunities to local residents.

We do have one concern about access to these lands. When Burlington Northern decides to develop them, they should develop the needed access roads. A shared project could be developed between County and landowners.

We understand that the federal lands to be exchanged in this proposal are currently under the administration of the Columbia Basin Project. We, therefore, request and encourage your agency's cooperation and support of the project as well.

Again, we feel this proposal will provide significant benefits to our community. Anything you can provide to assist in this effort will be greatly appreciated. If our office can be of service, let us know.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

cc: Joe Buesing, Bureau of Land Management, Spokane District
Gerry Wolfley, Burlington Northern

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

December 13, 1988

NOTE TO FILE:

It is hereby noted that the large picture of the Franklin County Courthouse, artist Micki Hinds, 1976, that hangs in the rotunda of the Courthouse is the property of Micki Hinds, 1537 W. Ella Street, Pasco, Washington 99301. Said painting is on loan to the County and when the County has no further need of said painting it will be returned to Micki Hinds or in event of her demise to her estate.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

FRANKLIN COUNTY

RESOLUTION NUMBER 88-118

WHEREAS, a Washington State University branch campus is being planned within the Tri-Cities area;

WHEREAS, Columbia Basin College has its main campus located at 2600 N. 20th, Pasco, Washington;

WHEREAS, Columbia Basin College is easily accessible to major and minor highways, airport, hotel/motel accommodations and the business areas,

WHEREAS, it would be save money if the colleges could share facilities such as the college store, student union building, library, physical education facilities, classrooms;

NOW THEREFORE, the Board of Franklin County Commissioners do fully support that the location of the new proposed Washington State University branch campus be beside the current Columbia Basin College campus.

Dated this 14th day of December, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 19, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

10:00 Mr. Mathews convened the final hearing on the County Road 1989 Budget. Present: all three commissioners, Bruce Gilkeson (Franklin County Engineer), Tim Fife (Franklin County Asst. Engineer), Rick Miller (farmer), Wilbert Miller (farmer) and Blaine Hulse (Rowand Machinery). Mr. Gilkeson presented a memo concerning his budget (Exhibit A). His estimated 1989 County Road Revenue is $4,553,300 with estimated Expenditures of $4,553,300. Mr. Miller made a motion to pass the 1989 County Road budget of $4,553,300 Estimated Revenue and $4,553,300 Estimated Expenditures; Mr. Whitemarsh seconded. No input from public. The Board unanimously approved a County Road Budget for 1989 with an estimated revenue of $4,553,300 and estimated expenditures of $4,553,300.

Mr. Gilkeson also presented the Motor Vehicle & Public Works Budget for 1989. Revenues are estimated at $1,330,000 with expenditures being $1,330,000. Mr. Gilkeson again advised this budget would only spend what it makes. Mr. Whitemarsh moved to approve the 1989 Motor Vehicle Works Budget with an estimated Revenue of $1,330,000 and Estimated Expenditure of $1,330,000; Mr. Miller seconded. No input from public. The Board unanimously approved the 1989 Motor Vehicle & Public Works Budget as presented. Resolution 88-119, Adoption of the 1989 County Roads and Motor Vehicle and Public Works Equipment Fund is attached as Exhibit B.

Mr. Mathews closed the hearing.

Mr. Gilkeson presented vouchers for the Board's signature: County Road $215,829.53 and Motor Vehicle and Public Works - $96,609.52.

Mr. Gilkeson also presented a preliminary outline for the County/Private Match Program (Exhibit C).

The Board discussed the need to present a lease to the Benton-Franklin Health

Department for the repayment of the renovation to the building. Mr. Miller moved to sign a contract; Mr. Whitemarsh seconded. The Board unanimously approved to authorize a contract and signed the contract to be forwarded to the Health Department.

2:00 p.m. Mr. Mathews convened the final hearing on the 1989 Current Expense and Miscellaneous Budgets. Present: all three commissioners, Marilyn Wiggins, Ralph Burns, Ted Martin, Don Carter, Steven Small, Beverly Finke, Buddy Miller, Rick Miller, Richard Lathim, Shirley Morrow, Kevin Carle, Valoria Loveland, and Neva Corkrum. The 1989 Current Expense Revenue was estimated at $6,242,537.00. Included in this revenue would be the revenue obtained if the old jail is used to house federal prisoners. If this does not occur, the monies would be removed. Budgets for individual departments were presented as: County Agent - $88,431.00; Assessor - $294,254; Auditor $162,848; License - $46,055; Boundary Review Board - $6,640; Building Inspector - $33,325; Civil Service - $1,600; County Clerk - $187,733; Commissioners - $10-8,574; Courthouse - $109,691; Corner - $20,999; Disability Board - $1,531; District Court - $223,790; Election - $75,071; Board of Equalization - $4,436; Fire Marshall - $29,255 (increase from the Building Inspector's budget); Pest Control - $950; Parks $75,727; Planning $51,189 (was shown as $42,469, however, $1,280 was removed and placed in the Non-Departmental Contingency Account); Printing - $18,953; Prosecuting Attorney - $349,036; Child Support - $148,129; Sheriff Detention (old jail) - $518,150; Sheriff - $717,074; Detention - $1,206,059; Communications - $213,812; State Examiner - $6,000; Superior Court - $390,200; Treasurer - $213,187; Interest Registered Warrants - $23,000; Non-Departmental - $383,250; Aids to Other Governmental Agency - $531,108. Total expenditures - $6,240.052.00. This budget includes a carry-over deficit of $258,000. Mr. Mathews advised that they were looking at ways to collect more revenue--buy-down on junior tax districts, federal prisoners, back taxes from railroad, etc.. Mr. Miller wanted it stressed that something had to be done concerning the salaries for non-union personnel. Union personnel have been receiving step increases but the non-union employees have not

received any increases. Funds for providing wage increases have been placed in the non-departmental contingency budget and this area will be considered the first of next year. Other areas discussed: the need to ask legislation for help; property tax is down; taxes on car business; if revenue does not come through the possibility of presenting a levy to the residents for their input; exemptions to small businesses; personal property reduction voted on by the people. Mr. Whitemarsh made a motion to adopt the Final 1989 Current Expense Budget with Expenditure of $6,240,052 and Revenues of $6,242,537 and leaving the option open for the Commissioners to review a salary adjustment for non-union personnel in 1989. Mr. Miller seconded. The Board unanimously adopted the Final 1989 Current Expense Budget. Mr. Mathews advised that a resolution adopting this budget would be typed tomorrow with today's date placed on it.

3:13 p.m. Mr. Mathews convened the public hearing on the 1989 Miscellaneous Budgets. Miscellaneous budgets are (revenue will be listed first/expenditures shown second): Crime Victim/Witness $15,751/$15,751; Radio Maintenance $24,400/$23,700; Treasurer O&M $25,000/$25,000; Jail Commissary $47,531/$44,250; Park District #3 $51/$47; Park District $3,425/$3,300; Park District $11,000/$8,200; Benton-Franklin Mental Health $24,286/$24,286;Alcoholism 2% $800/$800; Sheriff's Narcotic Trust $32,000/$24,000; Soldiers/Sailors $30,000/$21,750; Law Library $43,290/$40,000; Flood Control $3,265/$2,600; Paths & Trails $54,600/$3,000; GO 1970 LMTD Bond $29,250/$29,250; GO 1974 Refund $59,493/$59,493; 1976 UNLMTD Bond $54,120/$54,120; GO 1988 LMTD Bond $18,615; $18,615; Cap Outlays 1/4% Tax $40,000/$29,000; Centennial License Plates $21,000/$16,000; GO 88 LMTD BD/F-F Health Dept. $7,000/$7,000; Benton-Franklin County Fair $673,539/$539,700; Benton-Franklin Fairgrounds $254,500/$381,000; Franklin County Unemployment $24,500/$16,500; County Road Unemployment $22,000/$11,000; Sheriff's K-9 Fund $11,000/$11,000; Sheriff's TRT (SWAT) Fund $5,215/$5,000; Emergency Services $52,471/$44,793; CRID #1 $5,500/$3,000; CRID #6 $4,838/$2,838; CRID #7 $3,500/$2,000.00; CRID #8 $3,000/$3,000; CRID #10 $3,000/$3,000. Mr. Mathews advised that Ted Martin was

here and they have discussed the Fair Budget. The Fairgrounds Budget is showing a deficit for next year; however, this would be made up by an assessment from the Fair Budget, which is showing a profit. Mr. Miller moved to pass the Final 1989 Miscellaneous Budgets. Mr. Whitemarsh seconded. The Board unanimously adopted the 1989 Miscellaneous Budgets. A resolution adopting these budgets would be prepared tomorrow and dated with today's date.

Mr. Mathews continued today's meeting to include a joint session with Benton County Commissioners on bi-county budgets on Tuesday, December 20, 1988

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Member

K Miller
Member

Attest:
D D McLaughlin
Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

December 16, 1988
BG-88-136

TO: Board of County Commissioners

FROM: Bruce A. Gilkeson, P.E.
County Engineer

SUBJECT: 1989 HIGHWAY DEPARTMENT BUDGET

The 1989 Highway Department budget has been brought into balance. When presented to the Board in October, the proposed 1989 budget was $5,000,000 out of balance.

Revenue projections have been increased from the initial proposal. Total revenue now stands at $4,553,300. The beginning cash carryover is still the same as initially projected. Property Tax revenues are down $20,000 from the first budget. This is due to a decline in property values. Federal grant funds for new construction have been increased to $354,000. The increase is because several projects have not been completed; therefore, the final Federal reimbursements have not been processed. State Grant funds have been decreased to $474,000. The is based on the latest information on RAP funding. The Motor Vehicle Gas Tax will stay the same as projected in October. The Public Works Trust Fund loan has been reduced to $187,000. This reflects the reduced scope of the Court Street project. The reimbursement for CRID #9 will be completed in 1989, therefore these revenues have been added. The projected revenues are still down when compared to the 1988 budget. The difference is $595,100 less than last year.

The expenditures have been brought into balance with the revenues. The Road Construction portion of the budget has been reduced to $1,199,000. The majority of the funded projects will now be State and Federal Grant construction. The local construction program has been reduced to $100,000. This is for the County/Private Match Program which will be starting next year.

The Road Maintenance requests have been reduced to $2,737,800, a reduction of $984,200. The maintenance program will be essentially the same as the 1988 program. There will be an increase in the gravel replacement and weed spray programs.

The Administration Budget has been reduced $42,300 to $485,700. This request will provide for the same level of service as last year.

The budget for the Motor Vehicle and Public Works Equipment Fund has not been changed from the October requests. This budget is balanced and is the same budget that was adopted in 1988.

BAG/rm

FRANKLIN COUNTY
RESOLUTION NO. 88-119

A RESOLUTION BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON.

In the matter of the County Road Fund budget and Motor Vehicle and Public Works Equipment Fund Budget;

IT IS HEREBY RESOLVED by the Board of County Commissioners, in accordance with the provisions of Chapter 25, 1st Extraordinary Session, Laws of 1971, now codified in Chapter 36.82 RCW, that is in their intention to adopt the attached budget, containing the amount of money to govern expenditures from the County Road Fund and the Motor Vehicle and Public Works Equipment Fund for the calendar year of 1989; the estimated revenue to be derived from sources as listed in the attached budget.

ADOPTED this 19th day of December, 1988, at Pasco, Washington.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

ATTEST:

Clerk of the Board

ESTIMATED REVENUE

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

Revised 11-29-88

BA SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291	70		Estimated Beginning Cash	366,230	711,362	785,914	400,000	500,000
			Less Outstanding Warrants	(98,529)	(184,758)	(201,015)	(50,000)	(50,000)
			Less Working Capital		(200,100)	(19,810)	(60,000)	(60,000)
			Est. Beginning Unreserved Balance	267,701	326,504	565,089	290,000	390,000
311	10		Real Property Tax	1,303,907	1,427,023	847,551	1,333,100	1,313,100
			Less -- To Sheriff for Traffic Enforcement			(16,725)	(30,000)	
			Net Property Tax	1,303,907	1,427,023	830,826	1,303,100	1,313,100
318	250		Lease Hold Tax	20,873	24,160	8,153	22,000	20,000
322	40		Permits	40	85	90	100	100
332	12	10	Flood Control	794	0	2,696	900	1,000
332	15	21	Grazing Fees	545	877	354	500	500
333	20	21	Federal Aid Secondary	188,675	306,213	421,579	635,000	247,000
333	20	22	Federal Aid Urban	0	0	0	85,000	33,000
			Federal Aid Fund Total	188,675	306,213	421,579	720,000	280,000
333	11	3X	EDA Title 9 Grants	0	0	0	0	0
333	20	23	Federal Hazard Elimination Fund	0	0	0	0	0
333	20	24	Federal Railroad Highway Program	0	0	0	247,100	74,000
334	3	80	UAB & RAP	0	0	77,390	595,000	468,000
334	3	80	WUTC Railroad Crossing	0	0	0	2,900	6,000

EXHIBIT B

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

BA	SUB	ACCOUNT ELE	NO. OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
336		0	89	County Road MV Gas Tax	1,570,101	1,612,918	976,696	1,704,400	1,723,100
				Less CB Bond Payment	(38,364)	(33,710)	(19,228)	(33,000)	(32,800
				Less Paths & Trails Transfer	(7,851)	(8,065)		(8,600)	(8,600
				Gas Tax Total	1,523,886	1,571,143	957,468	1,662,800	1,681,700
335		0	82	Overload Fines	0	0	0	500	500
332		0		In Lieu of Taxes	982	0	0	1,000	1,000
338		42		Work for Other Governments	783	0	0	1,000	1,000
341		50		Map Sales	1,533	1,538	538	2,000	2,000
344		10		Road Maintenance	3,365	4,852	1,789	3,000	3,000
361		11		Investment Interest	0	0	0	0	0
367		0		Donation	0	0	0	100	50,000
369		10		Miscellaneous Revenue	15,910	2,588	689	1,500	1,500
348		0		Interfund Services					
348		20		Sales of Road Materials	200	0	0	100	100
348		30		Vehicle/Equipment Repair	36,056	27,780	11,944	40,000	40,000
348		60		Printing & Duplicating	0	0	0	100	100
348		70		(Other) Rent	9,964	0	0	400	400
348		92		Bike Trail	0	0	1,313	2,000	2,000
				Interfund Service Total	46,220	27,780	13,257	42,600	42,600
349		32		Engineer Services	3,697	1,838	0	1,000	1,000

ESTIMATED REVENUE

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

BA	SUB	ACCOUNT NO. ELE	OBJ	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
349		39		Physical Environment	379	574	0	0	0
349		42		Road Maintenance Repair Service	4,614	6,977	2,911	4,300	4,300
353		0		Insurance Recoveries	300	0	0	0	0
361		90		Loan Interest					
				CRID #1	786	791	469	2,000	2,000
				Current Expense	4,586	14,722	6,475	0	0
				Total Loan Interest	5,372	15,513	6,944	2,000	2,000
	381	20		Repayment of Loan					
				CRID #1	1,399	3,133	2,833	2,000	2,000
				Current Expense	0	200,000	612,000	0	0
				Total Repayment of Loan	1,399	203,133	614,833	2,000	2,000
	382	80		Public Works Trust Fund Loan	0	0	0	220,000	187,000
	385	0		Collection CRID #6 & #7	17,309	36,424	0	0	0
	385	0		Collection CRID #9	0	0	0	23,000	21,000
	395	0		Sale of Fixed Assets	880	0	0	0	0
				TOTAL REVENUE	3,409,164	3,957,222	3,504,606	5,148,400	4,553,300

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

Revised 11-29-88
YEAR: 1989

ACCOUNT NO. BA	SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
519		70	Reimbursable Work					
			Bike Trail	140	932	338	1,700	3,000
			Interfund	35,017	34,716	15,908	50,000	50,000
			Other Governments/Individuals	4,445	6,719	5,040	4,700	2,600
			Total Reimbursable	39,602	42,367	21,286	56,400	55,600
597		0	ER&R Pits & Quarries	40,000	0	0	0	0
519		90	BFGC Membership	8,000	8,000	8,147	8,000	8,200
595		0	Road Construction	483,425	424,455	485,000	2,020,000	1,199,000
542		0	Road Maintenance	1,970,496	2,437,209	1,057,935	2,597,000	2,737,800
543		0	Administration	394,325	444,840	242,130	457,000	485,700
594		0	Road Facilities	34,715	15,476	726	10,000	67,000
			TOTAL	2,970,563	3,372,347	1,815,224	5,148,400	4,553,300

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 5 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
595	0	Construction					
		FAUS, PWTF, & Local	17,919	311,728	12,862	330,000	242,000
		FAS, RAP, & Local	421,078	72,489	358,323	762,000	685,000
		FA Hazard Elimination Project	0	0	0	0	0
		Railroad Highway Crossing	936	8,408	86,624	250,000	82,000
		UAB	0	0	0	0	0
		County Funded	40,757	0	9,596	0	0
		Minor Projects and Contingencies	0	5,008	21	5,000	5,000
		RAP & Local	2,735	17,096	16,432	650,000	85,000
		CRID	0	9,725	1,142	23,000	0
		County/Private Match Program	0	0	0	0	100,000
		TOTAL CONSTRUCTION	483,425	424,454	485,000	2,020,000	1,199,000

EXHIBIT B

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ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
542	0	Maintenance					
542	30	Roadway Surface	1,290,442	1,675,170	622,832	1,670,000	1,798,000
542	40	Drainage	102,652	91,330	88,090	165,000	165,000
542	50	Bridges	31,519	23,445	24,152	65,000	65,000
542	60	Traffic Services	210,264	288,590	131,592	285,000	285,000
542	70	Roadside	177,036	195,854	108,766	246,000	256,000
542	90	Administration & Supervision	158,585	162,820	82,503	166,000	168,800
		TOTAL ROAD MAINTENANCE	1,970,498	2,437,209	1,057,935	2,597,000	2,737,800

EXHIBIT B

ESTIMATED EXPENDITURES

FUND: COUNTY ROAD
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 7 OF 7

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
543	0	General Administration					
543	10	Management	93,780	104,745	51,947	96,400	97,400
543	20	Undistributed Engineering	45,786	33,784	11,884	45,000	50,100
543	30	General Services	192,918	270,816	146,749	243,000	260,200
543	40	Planning	11,274	28,854	17,371	40,000	40,000
543 (formerly 544	50 20)	Facility Maintenance			2,550	6,000	6,000
543	60	Training	28,489	8,513	12,118	22,600	22,000
543	70	Undistributed Indirect Labor	22,077	(1,873)	(489)	10,000	10,000
		TOTAL ADMINISTRATION	394,324	444,839	242,130	463,000	485,700
594 (formerly 544	0 0 - Road/Street Facilities)	Capitalized Expenditures					
594 (formerly 544	42 10)	Road/Street Maintenance			726	4,000	67,000
544	10	Construction	28,514	5,411			
544	20	Maintenance & Operation	6,201	10,065			
		TOTAL CAPITALIZED EXPENDITURES	34,715	15,476	726	4,000	67,000

ESTIMATED REVENUE

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
291	70	Estimated Beginning Cash	421,360	421,360	505,889	281,000	281,000
		Less Warrants Outstanding	(50,000)	(31,076)	(46,685)	(50,000)	(50,000)
		Net Beginning Cash	371,360	390,284	459,204	231,000	231,000
348	20	Sale of Road Materials (Aggr. Sales)	57,268	214,583	80,221	190,000	190,000
348	30	Vehicle/Equipment Repair Charges	1,989	176	323	4,000	4,000
348	40	Sales of Parts/Signs	13,756	10,806	9,079	17,000	17,000
348	50	Fuel Sales	2,344	1,414	1,215	3,000	3,000
348	70	Other Sales of Merchandise	212	0	0	2,000	2,000
361	10	Interest		15,585	3,881	0	0
365	10	Interfund Equipment Rental	681,216	793,927	342,140	850,000	850,000
365	40	Interfund Space Rental	0	0	0	3,000	3,000
369	90	Interfund Miscellaneous Revenue	28,603	103	12,241	30,000	30,000
395	00	Disposition of Fixed Assets		7,500	2,200	0	0
		FUND TOTAL	1,156,748	1,434,378	910,504	1,330,000	1,330,000

ESTIMATED EXPENDITURES

FUND: MOTOR VEHICLE & PUBLIC WORKS
COUNTY: FRANKLIN

MGT. LEVEL CODE:
DEPARTMENT:

YEAR: 1989
PAGE: 2 OF 2

ACCOUNT NO. BA SUB	ELE	DESCRIPTION	YEAR 1986 ACTUAL	YEAR 1987 ACTUAL	YEAR 1988 JULY	YEAR 1988 ESTIMATE	YEAR 1989
548	20	Pits/Quarries	127,582	177,823	12,299	200,000	200,000
548	30	Mechanical Shop	167,676	160,799	85,883	180,000	180,000
548	40	Parts Store/Signs	127,595	148,878	66,916	260,000	260,000
548	50	Fuel Depot	80,616	86,209	45,782	110,000	110,000
548	60	Equipment Rental Service	96,196	463,944	125,327	430,000	430,000
288	0	Undesignated Unreserved Fund	0	0	0	150,000	150,000
		FUND TOTAL	599,665	1,037,653	336,207	1,330,000	1,330,000

EXHIBIT B

December 19, 1988
Preliminary

COUNTY/PRIVATE MATCH PROGRAM

1. Projects that are to be considered for this program must have all the required funding available at the start of the project, so that all cost can be paid for at the completion of construction. The Private Match Funds must be available prior to the start of any Preliminary Design Engineering for the project. The Private Match Funds will be placed into an escrow account and held for disbursement to the County until the construction is completed.

2. Program is not to be used with other County funding sources that require the selling of public bonds such as special assessment districts, Transportation Improvement Districts, or County Road Improvement Districts.

3. Improvements that will be funded are the construction of new roads to agricultural, commercial, or industrial areas; improvement of existing roads from gravel roads to current County standard roads; and improvement of existing hardsurfaced roads to current County standards or to an all weather design. The minimum length of roads to be constructed will be 1/2 mile. All projects must be on existing County roads, be an extension of an existing county road, or intersect an existing county or public road.

4. On projects requiring addition right-of-way width or new right-of-way to be acquired, the County will not participate

in the acquisition costs. All necessary rights-of-way will need to be donated to the County or acquired by private parties and then donated to the County. The cost of acquiring rights-of-way will not be considered part of the private matching funding.

5. New roads constructed as part of this program can be gravel, BST, or ACP surfaced roads. Gravel roads will only be allowed in agricultural areas and will serve only as farm-to-market roads. New gravel roads will not be allowed in, or to serve residential, commercial, or industrial areas. The maximum County participation in the construction of new gravel roads will be 25%. New roads built with BST or ACP surface and constructed to County standards, or an all weather design, will have a County maximum participation rate of 50%.

6. The improvement of existing gravel roads to a hardsurfaced County standard road will only be allowed if the improvement connects to an existing hardsurfaced roadway. Example: A new BST road improvement must connect to an existing BST or ACP section of road. The County will participate up to a maximum of 50% of the cost on the improvement of an existing gravel road.

7. The upgrading of any existing BST County roads to present County standards or to an all weather design will be considered if it is part of a new or expanding commercial or industrial development. The roads to be improved cannot be within a proposed or existing commercial or industrial plat, but can only be the roads accessing the development. The County will participate in the cost of the improvement up to a maximum of 30%.

8. The following are considered part of the costs of an improvement project:

   A. Preliminary design engineering and surveying-excluding right-of-way appraisal and acquisition costs.

   B. Plans and specifications.

   C. Construction engineering and contract management.

   D. Construction by either contract or County day labor forces.

   E. Cost associated with the finalizing and accounting of the project.

9. The preliminary cost of the project will be estimated prior to the private funds being placed into an escrow account. However, the total final cost of the improvement will be determined at the completion of the project. The final cost will be used to determine the County's portion and the private parties portion of the project. The percentage of participation or the maximum dollar amount that the County will be funding will be determined prior to the start of preliminary construction.

10. Projects are to be submitted to the County before March 15th to be considered for the next construction season. Projects will be rated taking into consideration the following:

   A. The amount of County match funds required.

   B. The type of improvement.

C. The area or businesses being impacted by the improvement.

D. The existing or proposed road use, to include ADT and type of vehicle.

E. The date the project was submitted to the County.

11. All proposed projects are to be reviewed and rated by the County Engineer's staff. The County Commissioners will review the recommendations and approve the projects they feel best serve the public interest. The Commissioners have the right to reject all or part of the projects submitted.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 20, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

9:00 a.m. The Franklin County Board of Commissioners met in a joint session with the Benton County Board of Commissioners. Present for Benton County were Ray Isaacson, Chairman, and Bob Drake, Member. Ron Jones was absent. Mr. Mathews asked that it be noted that this was a continuation of Franklin County's regular workday of December 19, 1988. Mr. Isaacson stated that this was also a continuation for Benton County's regular workday of December 19, 1988. Mr. Mathews advised this was a joint meeting between the two counties to work on the Bi-County budgets. The first budget to be reviewed will be the Juvenile budget. It was brought out that at previous meetings a figure of $905,425 had been given for a 1989 budget. Mr. Loree pointed out, however, that in 1988 salary adjustments were made. Franklin County advised Mr. Doug Loree that Franklin County would budget $236,285 for 1989. Franklin County's portion of the facility budget is 28% and the operating budget is 26%; Benton County's portion being 72% facility and 74% operating. Mr. Loree brought forward that Benton County had increased the salaries in 1988 and this needs to be reflected in the 1989 budget. To reflect these increases by the respective counties, it would require a total salary adjustment of $17,962 in 1989: $1,829 for Franklin County and $16,133 for Benton County. There would be no further salary adjustment as wages would be frozen in 1989. If the figures are kept that were approved, the salary adjustments should be removed from the base figure, percentages then taken, then the salary adjustments for each County added to their percentage. This would mean a 1989 Juvenile Budget for Franklin County in the amount of $236,285 and $680,067 for Benton County. Franklin County had already approved a 1989 Bi-County Juvenile Budget in the amount of $236,285. Mr. Bob Drake, for Benton County, so move to pass the $680,067 1989 Juvenile Budget for Benton County with a total 1989 Budget for Juvenile of $916,352 with Franklin County's share being $236,285. Mr. Isaacson

seconded. The Benton County Commissioners passed the 1989 Bi-County Juvenile Budget. Mr. Ron Jones was absent. Benton County and Franklin County Commissioners signed a Joint Resolution 88-362 (Benton County) and 88-120 (Franklin County) (Exhibit A).

Mr. Loree then requested both Boards to allow him to make replacements and deplore personnel as needed consistent with the 1989 figure. He has positions that need to be replaced and would like to change some to part-time. Mr. Miller moved for Franklin County to allow Doug Loree to fill job slots, adjust salary and eliminate positions not needed, and do it within the budget restraints. Mr. Whitemarsh seconded. The Franklin County Board unanimously approved the motion of allowing Mr. Loree to fill vacant positions, adjust salaries, & eliminate positions not needed. Mr. Drake, Benton County Commissioner, so moved to give Mr. Loree the discretion to change positions; Mr. Isaacson seconded. The Benton County Commissioners approved Mr. Loree the discretion to change positions. Mr. Ron Jones, Benton County Commissioner, was absent.

10:00 a.m. Both Boards met with Jim Bolt for the Bi-County portion of the Superior Court budget. Mr. Mathews advised that Franklin County agreed to $170,000 with only $1,500 increase for the Calendar Administrative. Benton County's portion of the Bi-County Superior Court budget would be $454,834. Mr. Bolt has advised that the Calendar Administrative would take the $1,500, with some adjustments by Benton County. Mr. Bolt advised that Benton County has taken care of the people and the next salary action would be in 18 months; Franklin County did not raise the people in Superior Court and it is a firm figure for 1989. Mr. Miller made a motion to adopt a Bi-County Superior Court budget with Franklin County's share being $170,000, Benton County's share $454,834 for a total Bi-County Superior Court budget of $621,744. Mr. Whitemarsh seconded. The Franklin County Board unanimously adopted the 1989 Bi-County Superior Court budget. Mr. Drake so moved that Benton County approve the budget as submitted with Franklin County's portion of $170,000, Benton County's portion $454,834 for a total Bi-County Superior Court budget of $621,744. Mr. Isaacson seconded. The Benton County

Board approved the 1989 Bi-County Superior Court budget. Mr. Ron Jones was absent. Both Boards signed a Joint Resolution 88-121 (Franklin County) and 88-363 (Benton County) in the matter of setting salaries for non-bargaining personnel in the Benton-Franklin Counties Superior Court for 1989 (Exhibit B). Mr. Drake brought up the concern of the counties split being affected by the salary adjustments.

Both Boards met with Ted Martin, Franklin County Fairgrounds Manager. The Benton-County Commissioners had not received the budget printouts for the Fairgrounds and Fair 1989 budgets. Mr. Mathews advised that Franklin County had approved these budgets December 19, 1988. A copy of the budgets were given to Messrs. Isaacson and Drake. Mr. Martin advised it did show a deficiency of $106,500 for the Fairgrounds Budget and that amount would come from the Fair Budget itself, which shows a bottom line figure of $130,000 (approximately) profit. Mr. Miller advised that the total of both budgets shows a profit of approximately $30,000+. When it was presented to us before, it did not have a profit so it was sent back with a request to profit. Where the adjustments were made, the Fair Budget was going to have a new event at a cost of $20,000 with a return of $7,000. They were advised to take it out or increase the return. The beginning fund balance of $82,500 was, at the time of the printout, what was over here. I understand there are a few more bills to be paid out of it. A rainy day account - operating transfers out to the fairgrounds in the amount of $32,500 which is for improvements, and operating transfers out for reserves of $55,000 approximately (whatever is left from beginning balance). The $32,000 was transferred over to take care of some pressing needs at the fairgrounds: bring up to electrical code and sewer work. Mr. Drake so moved that Benton County pass the Fair Budget of $539,700 Expenditures and $673,539 Revenue, also so moved to pass the Fairgrounds Budget of $361,000 Expenditures and $254,500 Revenue for an overall net proceeds from the combined budgets of $27,339. Mr. Isaacson seconded. Mr. Isaacson advised that the resolution approving this Bi-County budget should reflect a $5,000 contribution from each county

and a $45,000 loan from each county. The Benton County Board passed the 1989 Bi-County Fair and Fairgrounds budget. Mr. Ron Jones was absent. Mr. Mathews closed the joint session. A resolution would be prepared and typed for the Fair/Fairgrounds 1989 Budget.

The Franklin County Board met with Bruce Gilkeson. Mr. Gilkeson presented a resolution request for the new County/Private Match Program. Mr. Miller moved to adopt the program as presented; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution 88-122, County/Private Match Program for the Improvement of County Roads (Exhibit C).

Mr. Gilkeson presented a resolution to provide the funds for the County/Private Match Program. Mr. Miller moved to approve the setting aside of $50,000 of County Road Funds for the budget year 1989; Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-123, Setting aside certain County Road Funds for the County/Private Match Program (Exhibit D).

Mr. Gilkeson presented the 1989 Equipment Rental Rates. Overall there was a 2.9% decrease in rental rates. Mr. Whitemarsh moved to adopt the 1989 Equipment Rental Rates as presented by the Engineer; Mr. Miller seconded. The Board unanimously approved the 1989 Equipment Rental Rates (Exhibit E).

Mr. Gilkeson presented a letter from Mr. Tim Fife, Assistant County Engineer, requesting permission to purchase computer software and hardware for a computer aided drafting program. The money is available in the Undistributed Engineering (543-20) line item. Mr. Miller moved to approve the purchase of the program and hardware; Mr. Whitemarsh seconded. The Board unanimously approved and signed letter authorizing this purchase (Exhibit F).

Franklin County signed Resolution 88-124, Fair/Fairgrounds Budget for FY89 (Exhibit G). The resolution would be sent to Benton County for their signature.

Ms. Nancy Caldwell sent over Contract No. 3820-72604 for the Boards review and signature. The agreement between the Counties and D.S.H.S. Division of Mental Health

provides for diagnostic evaluations to nursing home applications for the purpose of determining the need for active treatment or other mental health services. The period of performance is January 1, 1989 through June 30, 1989 with compensation on a fee for services performed at the rate of 4215 per completed evaluation. The Franklin County Board approved this agreement. The original will be sent to Benton County for their review and approval.

Ms. Caldwell also sent over an amendment to contract 1440-62167(4) between the Counties and the Bureau of Alcohol and Substance Abuse for an increase in the award for Federal Youth Services by $39,523 and award for Federal Alcohol and Drug Treatment (ADATAR) services by $38,490 for a total increase of $78,013. The statement of work is also increased to add additional services. The Franklin County Board approved this amendment and signed. The amendment would be sent to Benton County for their approval and signature.

Mr. Mathews continued today's hearing for Franklin County until Thursday, December 22, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Member

Member

Attest:
Clerk of the Board

JOINT RESOLUTION

Benton County Resolution No. 88-362
Franklin County Resolution No. 88-120

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON

WHEREAS, the 1989 Juvenile Justice Budget is approved at $ 916 352 . Franklin County is responsible for $ 236,285 or 26% and Benton County is responsible for $ 680,067 or 74%.

WHEREAS, the above 1989 budget figures were established through the following process: (1) Application of separate salary schedules. If raises are granted from either or both counties the approved budget will be supplemented and the funds for salary adjustments placed in the specific designated line item, (2) Application of the 1989 percentage based upon referrals (74%-26%) for all bargaining employees and non-salary line items in the operating budget and (3) Application of the ownership percentage (72%-28%) for all "non-use" facility expenses, and;

WHEREAS, the budget was established using the above formula, any changes to the 1989 budget will follow the same formula eg. changes in the "non-use" facility budget will be on a 72%-28% basis, and changes in bargaining and non salary operating budget line items will be on a 74%-26% basis, and;

WHEREAS, separate line items shall be implemented for each county identified as Benton County Salary Schedule Increases and Franklin County Salary Schedule Increases with any unused portion of said line item to be returned in full to the respective county, and;

WHEREAS, all new non-bargaining employees salaries at the Juvenile Justice Center will be determined by joint board agreement and then placed on respective salary schedules for Benton and Franklin Counties, and;

WHEREAS, any Detention revenue produced through the operation of the Juvenile Justice Center will be distributed to the counties on the basis of the percentage established for the entire operating budget, and;

WHEREAS, the percentage formula established for 1989 will be reviewed annually by both boards and percentage variation will reflect actual referrals by each county, NOW THEREFORE

BE IT RESOLVED by the Boards of Benton and Franklin Counties Commissioners that the 1989 Juvenile Justice Budget be approved at $ 916,352.00 .

DATED this 20th day of December, 1988

A.E. Isaacson
Chairman

Robert J. Jacke
Member

(Commissioner Jones absent)
Member

ATTEST:

Glenette Evans
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

DATED at Pasco, Washington, this 20th day of December, 1988.

Harold N. Mathews
Chairman

Bruce D. Whitemarsh
Member

Ken Mills
Member

ATTEST:

Dan McLaughlin
Clerk of the Board

Constituting the Board of County Commissioners of Franklin County, Washington

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 88-365

FRANKLIN COUNTY RESOLUTION NO. 88-121

BEFORE THE BOARDS OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF SETTING SALARIES FOR NON-BARGAINING PERSONNEL IN THE BENTON-FRANKLIN COUNTIES SUPERIOR COURT FOR 1989.

BE IT RESOLVED that salaries be established within the Benton-Franklin Counties Superior Court for calendar year 1989 as found in Exhibit A herein appended; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Benton and Franklin Counties have reviewed salaries and benefits for certain non-bargaining personnel within the Superior Court; **NOW THEREFORE,** total budgets have been established for Benton Co. at $454,834 with Franklin Co. set at $170,000 for a total combined salary budget of $621,744.

DATED this 20th day of December, 1988.

R.E. Isaacson
Chairman, Benton Co. Commissioner

Member

Ron Jones (absent)
Member

Attest:
Clerk of the Board

Constituting the Board of County Commissioners of Benton County Washington.

DATED this 20th day of December, 1988.

Chairman, Franklin County Commissioner

Member

Ken Miller (absent for signature)
Member

Attest:
Clerk of the Board

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

12/16/88

1989 SALARY BUDGET

	TOTAL	BENTON CO.	FRANKLIN CO.
JUDGES *(5) (1473)	186,500	136,216	50,284
REPORTERS (5) (1474 - 78)	153,905	112,153	41,752
BAILIFF (4) (1482 - 86)	68,236	50,592	17,644
COMM. CARROLL (1481)	52,253	38,869	13,384
COMM. JOHNSTON (1479)	16,342	11,592	4,750
COMM. DAVIS (1480)	2,400	1,702	698
CALENDAR ADMIN. (1487)	25,294	18,725	* 6,569
SECRETARY (1489)	22,932	16,265	6,667
COURT ADMIN. (1488)*	18,225	12,927	5,298
**BENEFITS	73,657	52,374	21,283
SUBTOTAL	**619,744**	**451,415**	**168,329**
PART-TIME	2,000	1,419	581
TOTAL	**$621,744**	**452,834**	**168,910**
JUDGE PROTEM LINE ITEM 4111		2,000	1,090
TOTAL	**$621,744**	**$454,834**	**$170,000**

* FRANKLIN COUNTY INCREASING THEIR SALARY SCALE BY $1,500

** NO BENEFITS PAID TO JUDGES, COURT ADMINISTRATOR

NOTE: During the last 18 months, Benton County increased $32,875 for salaries while Franklin County shows zero increase. Percentage reflects 72.9% - Benton and 27.1% - Franklin for 1989 instead of the 70.93% - 29.07%.

FRANKLIN COUNTY
RESOLUTION NO. 88-122

A RESOLUTION BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON.

In the matter of the creation of the County/Private Match Program for the improvement of County roads,

WHEREAS, IT WAS BROUGHT TO THE ATTENTION OF THE Board of Franklin County Commissioners that there is a need to improve certain roads, and

WHEREAS, there is not sufficient funds available for the County to construct all of the needed improvements, and

WHEREAS, private parties could participate in the cost of the improvements if the County had a program established.

THEREFORE BE IT RESOLVED by the Board of County Commissioners that the County create the County/Private Match Program to encourage construction of road improvements, and

BE IT FURTHER RESOLVED, that the attached set of guidelines will be used to determine projects for the program and are therefore considered part of the program, and

BE IT FURTHER RESOLVED, that the Board of County Commissioners will set aside each year a certain amount of County Road Funds for the County's portion of the County Match Program.

Adopted this 20th day of December, 1988, at Pasco, Washington.

Board of County Commissioners
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest: Lori McLaughlin
Clerk of the Board

December 20, 1988

COUNTY/PRIVATE MATCH
PROGRAM GUIDELINES

As adopted by Resolution No. 88-122

1. Projects that are to be considered for this program must have all the required funding available at the start of the project, so that all cost can be paid for at the completion of construction. The Private Match Funds must be available prior to the start of any Preliminary Design Engineering for the project. The Private Match Funds will be placed into an escrow account and held for disbursement to the County until the construction is completed.

2. Program is not to be used with other County funding sources that require the selling of public bonds such as special assessment districts, Transportation Benefit Districts, or County Road Improvement Districts.

3. Improvements that will be funded are the construction of new roads to agricultural, commercial, or industrial areas; improvement of existing roads from gravel roads to current County standard roads; and improvement of existing hardsurfaced roads to current County standards or to an all weather design. The minimum length of roads to be constructed will be 1/2 mile. All projects must be on existing County roads, be an extension of an existing county road, or intersect an existing county or public road.

4. On projects requiring addition right-of-way width or new right-of-way to be acquired, the County will not participate in the acquisition costs. All necessary rights-of-way will need to be donated to the County or acquired by private parties and then donated to the County. The cost of acquiring rights-of-way will not be considered part of the private matching funding.

5. New roads constructed as part of this program can be gravel, BST, or ACP surfaced roads. Gravel roads will only be allowed in agricultural areas and will serve only as farm-to-market roads. New gravel roads will not be allowed in, or to serve residential, commercial, or industrial areas. The maximum County participation in the construction of new gravel roads will be 25%. New roads built with BST or ACP surface and constructed to County standards, or an all weather design, will have a County maximum participation rate of 50%.

6. The improvement of existing gravel roads to a hardsurfaced County standard road will only be allowed if the improvement connects to an existing hardsurfaced roadway. Example: A new BST road improvement must connect to an existing BST or ACP section of road. The County will participate up to a maximum of 50% of the cost on the improvement of an existing gravel road.

7. The upgrading of any existing BST County roads to present County standards or to an all weather design will be considered if it is part of a new or expanding commercial or industrial development. The roads to be improved cannot be within a proposed or existing commercial or industrial plat, but can only be the roads accessing the development. The County will participate in the cost of the improvement up to a maximum of 30%.

8. The following are considered part of the costs of an improvement project:

   A. Preliminary design engineering and surveying- excluding right-of-way appraisal and acquisition costs.

   B. Plans and specifications.

   C. Construction engineering and contract management.

   D. Construction by either contract or County day labor forces.

   E. Cost associated with the finalizing and accounting of the project.

9. The preliminary cost of the project will be estimated prior to the private funds being placed into an escrow account. However, the total final cost of the improvement will be determined at the completion of the project. The final cost will be used to determine the County's portion and the private parties portion of the project. The percentage of participation or the maximum dollar amount that the County will be funding will be determined prior to the start of preliminary construction.

10. Projects are to be submitted to the County before March 15th to be considered for the next construction season. Projects will be rated taking into consideration the following:

   A. The amount of County match funds required.

   B. The type of improvement.

C. The area or businesses being impacted by the improvement.

D. The existing or proposed road use, to include ADT and type of vehicle.

E. The date the project was submitted to the County.

11. All proposed projects are to be reviewed and rated by the County Engineer's staff. The County Commissioners will review the recommendations and approve the projects they feel best serve the public interest. The Commissioners have the right to reject all or part of the projects submitted.

FRANKLIN COUNTY
RESOLUTION NO. 88-123

A RESOLUTION BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON.

In the matter of setting aside certain County Road Funds for the County/Private Match Program;

WHEREAS, the County Commissioners created the County/Private Match Program by adoption of Resolution No. 88-122

THEREFORE BE IT RESOLVED, by the Board of County Commissioners that the County will set aside $50,000 of County Road Funds for the budget year 1989, as the County's portion of the County/Private Match Program.

ADOPTED this 20 day of December, 1988, at Pasco, Washington.

Board of County Commissioners
Franklin County, Washington

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest: Clerk of the Board

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

December 20, 1988
BG-88-137

TO: Board of County Commissioners
Franklin County

FROM: Bruce A Gilkeson, P.E.
County Engineer

SUBJECT: MOTOR VEHICLE AND PUBLIC WORKS EQUIPMENT FUND - 1989 EQUIPMENT RENTAL RATES

Attached for you review and approval are the 1989 Equipment Rental Rates.

Overall there is a 2.9% decrease in rental rates. This is down from the 0.2% increase experienced last year. The rates for cars increased from $1.60 per hour to $1.64 per hour. The rates on 23 other pieces of equipment were lowered and the rates on 18 pieces stayed the same as last year.

The proposed rates have been kept as low as possible, yet they still provide for the replacement, operation, and maintenance costs. I, therefore, recommend that the rates be approved.

RECOMMENDED:

Bruce A. Gilkeson, P.E
Franklin County Engineer

APPROVED:

Harold N. Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

BG/rm

FRANKLIN COUNTY
MOTOR VEHICLE & PUBLIC WORKS EQUIPMENT FUND
Equipment Inventory and Rental Rates 1989

FR.CO. NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL	RENTAL RATE	CHANGE CODE
CR001	1988 Chev Corsica	1G1LT51W7JE555710	01061C	01/88	$11,175.00	Commissioner	G	$1.64 hr	
CR003	1981 Ford Fairmont	1FABP21B4BK180452	C49502	05/81	$7,361.00	Engineering	G	$1.64 hr	
CR004	1985 Chev Citation	1G1XX68RXFW128325	870ALL	02/85	$7,396.00	Prosecutor	G	$1.64 hr	
CR006	1977 Chev Malibu	1C29U7Z463904	C37190	03/77	$5,080.00	Bldg Inspect	G	$1.64 hr	
CR008	1984 Chev Citation	1G1AX68R3EW114691	C60634	08/84	$8,230.00	Commissioner	G	$1.64 hr	
CR009	1985 Chev Citation	1G1XX68ROFW122002	C62572	12/84	$7,396.00	Engineer	G	$1.64 hr	
CR012	1981 Ford Fairmont WGN	1FABP23BXBK180453	C49508	06/81	$8,482.00	Agent	G	$1.64 hr	
ET018	1978 Chev Ut.Suburban	CKR268F151636	C44035	03/78	$8,001.00	Engineering	G	$6.00 hr	
ET019	1988 Chev S10 Pickup	1GCBS19R3J8201887	01083C	05/98	$10,839.00	Fire Marshall		$1.60 hr	
ET020	1984 Chev 1/3T Pickup	1GCCS14Y4E8211269	C60622	05/84	$7,572.00	ER&R-shop	G	$3.50 hr	
ET021	1988 Chev S10 Pickup	1GCBS19R2J8201539	01082C	05/88	$11,612.00	Assist Engr		$1.60 hr	
ET022	1984 Chev 1/3T Pickup	1GCCS14Y2E0166394	C60623	05/84	$7,272.00	ER&R-Shop	G	$1.60 hr	
ET023	1981 Chev Crew Cab PU	1GCGC23M5BZ135375	C49505	05/81	$10,437.00	CR-Connell	G	$6.00 hr	
ET024	1984 Ford Crew Cab PU	2FTHW35L2ECA59041	C60604	02/84	$10,808.00	CR-Pasco	G	$6.00 hr	
ET025	1985 Chev 1/3T Pickup	1GCCS14F7F8141550	C62571	12/84	$8,067.00	Ext. Agent	G	$1.60 hr	
ET026	1986 Chev 1/2T Pickup	1GCEC14H7GJ174252	C66102	6/86	$10,525.00	CR-Pasco	G	$3.50 hr	
ET027	1982 Chev 3/4T Pickup	2GCFC24C5C1162975	C49549	04/82	$11,576.00		D	$6.00 hr	
ET028	1985 Chev 1/3T Pickup	1GCCS14E0F8126002	C60644	11/84	$6,924.00	Engineering	G	$1.60 hr	
ET030	1986 Chev 1/2T Pickup	1GCEC14H6GJ174176	C65043	6/86	$10,525.00	CR-Pasco	G	$3.50 hr	
ET033	1984 Ford 1/2T Pickup	2FTEF15Y2ECA46566	C60601	01/84	$9,473.00	CR-Pasco	G	$1.84 hr	
ET035	1986 Chev 1/2T Pickup	1GCEC14H6GJ174193	C66103	6/86	$10,525.00	CR-Connell	G	$3.50 hr	
ET037	1980 Chev 1/2T Pickup	CCL44A1119610	C48814	10/79	$6,570.00	CR-Connell	G	$3.50 hr	
ET038	1980 Chev 1/2T Pickup	CCL44A1119552	C48815	10/79	$6,570.00	CR-Pasco	G	$3.50 hr	
ET039	1989 Chev 1/2T Pickup	1GCDC14H3KE131833	01108C	11/88	$11,648.00	CR-Connell	G	$1.84 hr.	
ET040	1989 Chev 1/2T Pickup	1GCDC14H7KE133469	01109C	11/88	$11,648.00	CR-Pasco	G	$1.84 hr.	
ET041	1980 Ford 1/2T Pickup	F15GRJG0522	C48876	07/80	$7,617.00	CR-Connell	G	$3.50 hr	
ET042	1981 Chev 1/2T Pickup	2GCEC14H8B1186140	C48899	06/81	$8,385.00	CR-Pasco	G	$3.50 hr	
ET043	1981 Chev 1/2T Pickup	2GCEC14H7B1186100	C48900	06/81	$8,385.00	CR-Pasco	G	$3.50 hr	
ET044	1983 Ford 1/2T Pickup	1FTEF15Y8DPA83358	C60115	06/83	$9,169.00	Chiawana Pk	G	$1.84 hr	
ET045	1983 Ford 1/2T Pickup	1FTEF15YXDPA83359	C60116	06/83	$9,169.00	CR-Pasco	G	$3.50 hr	
ET046	1985 Chev 1/2T Pickup	1GCEC14HXFJ175605	C62587	07/85	$10,623.00	CR-Pasco	G	$3.50 hr	
ET047	1985 Chev 1/2T Pickup	1GCEC14H3FJ175476	C62588	07/85	$10,086.00	CR-Connell	G	$3.50 hr	
ET048	1985 Chev 1/2T Pickup	1GCEC14H4FJ175471	C62586	07/85	$10,086.00	CR-Pasco	G	$3.50 hr	
ET050	1987 Chev 1/2T Pickup	1GCER14HXHJ164492	01051C	07/87	$11,817.00	CR-Pasco	G	$1.84 hr	
ET051	1987 Chev 1/2T Pickup	1GCER14H0HJ164615	01050C	07/87	$11,176.00	CR-Connell	G	$1.84 hr	
ET052	1987 Chev 1/2T Pickup	1GCER14H8HJ164524	01049C	07/87	$11,176.00	CR-Pasco	G	$1.84 hr	
GT050	1970 Chev 2 Ton	CE530P161163	C27397	05/70	$4,509.00	CR-Pasco	G	$16.56 hr	
GT062	1983 Ford	2FDKF3719DCA59453	C59584	04/83	$11,923.00	CR-Pasco	D	$5.50 hr	
GT063	1975 Ford F-700	F70FVW85186	C59586	03/83	$3,495.00	CR-Pasco		$16.56 hr	
HT074	1975 Kenworth Tractor	143748S	C60646	10/84	$13,000.00	CR-Pasco	D	$36.78 hr	
HT075	1967 Kenworth Tractor	157145SGL	C44075	06/67	$15,000.00	CR-Pasco	D	$36.78 hr	
HT077	1974 Ford 10 Yd. Dump	W81CVU30634	C36665	04/74	$20,741.00	CR-Connell	D	$21.66 hr	
HT078	1979 GMC 10 Yd. Dump	T49C19V617588	C48805	07/79	$43,476.00	CR-Pasco	D	$21.66 hr	
HT079	1979 GMC 10 Yd. Dump	T49C19V617587	C48806	07/79	$43,476.00	CR-Connell	D	$21.66 hr	
HT080	1981 Mack 10 Yd. Dump	1M2P131C6BA009879	C49510	07/81	$56,813.00	CR-Pasco	D	$21.66 hr	
HT081	1981 Mack 10 Yd. Dump	1M2P131C2BA009880	C49511	07/81	$56,813.00	CR-Connell	D	$21.66 hr	
HT082	1981 Mack 10 Yd. Dump	1M2P131C4BA009881	C49512	07/81	$56,813.00	CR-Pasco	D	$21.66 hr	

REV'D 01\01\89

EXHIBIT E

HT083	1982 Mack 10 Yd. Dump	1M2P137C8DA010686	C49578	09/82	$70,042.00	CR-Connell	D	$21.66 hr
HT084	1982 Mack 10 Yd. Dump	1M2P137CXDA010687	C49577	09/82	$70,042.00	CR-Pasco	D	$21.66 hr
MG100	1983 Cat #140G Grader	72V06199	C60629	05/84	$83,754.00	CR-Pasco	D	$19.50 hr
MG101	1984 Cat #140G Grader	72V07098	C60633	07/84	$99,789.00	CR-Connell	D	$19.50 hr
MG102	1987 JD 770BH Grader	513486	01042C	04/87	$84,198.00	CR-Pasco	D	$19.50 hr
MG103	1985 Cat #140 Grader	72V08926	01035C	02/87	$80,111.00	CR-Connell	D	$19.50 hr
MG104	1988 Cat 140G Grader	72V9710	01110C	12/88	$84,469.92	CR-Connell	D	$19.50 hr
MG112	1967 Cat #12F Grader	73G2342	C20745	06/67	$30,395.00	CR-Pasco	D	$19.50 hr
MG113	1968 Cat #12F Grader	13K720	C22770	08/68	$31,000.00	CR-Pasco	D	$19.50 hr
MG114	1968 Cat #12F Grader	13K771	C22771	08/68	$31,000.00	CR-Pasco	D	$19.50 hr
MG115	1969 Cat #12F Grader	13K2273	C37107	03/69	$32,500.00	CR-Connell	D	$19.50 hr
Sh-1	Towmotor Lift	6952819				Pasco Shop		
Sh-2	Multiquip Welder	2180435				Pasco Shop		
SL134	1987 John Deere Ldr	RG466T318891	01056C	08/87	$76,087.00	CR-Pasco	D	$29.28 hr
SL135	1987 Cat Backhoe/Ldr	7BC647		03/87	$44,511.00	CR-Pasco	D	$19.00 hr
SL137	1971 Cat 950 Ldr 3 CY	81J2642	C27418	02/71	$33,963.00	CR-Pasco	D	$29.28 hr
SL138	1980 CASE W24C 2.5 CY	9134843	C48852	04/80	$71,394.00	CR-Connell	D	$29.28 hr
ST140	1978 Asphalt St/Tank			1978	$3,117.00	CR-Pasco		$625.00 yr
ST141	1954 Bealle Asph. Tank	H0ST28554	C02185	05/54	$6,815.00	CR-Pasco		$625.00 yr
ST150	1969 Water Tank	3000		1969	$1,830.00	CR-Pasco		$2.60 hr
SV142	Rex Roller	9BHX952		11/85	$65,779.00	CR-Pasco	D	$31.80 hr
SV144	1987 Hyster Roller	A91C3873H		05/87	$42,225.00	CR-Pasco		$31.80 hr
SV150	1987 Tymco Sweeper	87055NH66418	01048C	06/87	$78,052.00	CR-Pasco		$56.76 hr
SV155	1988 Chip Spreader	WBHS Ser.# 8805		03/88	$73,348.00	CR-Pasco	D	$39.50 hr
SV156	1983 Sweeper Model H-84	2206631	C60118	06/83	$11,959.00	CR-Pasco	G	$26.25 hr
SV157	1988 Ford Distributor	1FDYR80U4JVA46652	01098C	07/88	$87,338.00	CR-Pasco	D	$25.00 hr
TE162	1976 Heil Compactor	Connell		1976	$30,114.00	SW-Connell		$450.00 mo
TE163	1976 Heil Compactor	Kahlotus		1976	$20,480.00	SW-Kahlotus(A)		$375.00 mo
TE164	1976 Heil Compactor	Merrills Corner		1976	$15,750.00	SW-Merrils Cor		$300.00 mo
TE165	1976 Heil Compactor	Basin City		1976	$15,750.00	SW-Basin City		$300.00 mo
TE180	1976 Solid Waste Boxes			1976	$5,000.00	Solid Waste		$300.00 mo
TR144	Light duty trailer		C27421			CR-Pasco		$266.00 yr
TR145	Light duty trailer		C30975			CR-Connell		$266.00 yr
TR146	Light duty trailer		C29733			CR-Connell		$266.00 yr
TR147	1959 Peer Water Tank	681550	C15323	01/70	$3,380.00	CR-Pasco		$19.36 hr
TR171	1985 1900 SERIES	1DA72C398FM008157	C65014	10/85	$30,228.00	CR-Pasco		$19.36 hr
TR172	1979 HYster Trailer20TM	22020	C48836	04/80	$10,088.00	CR-Connell		$9.70 hr
TR173	1980 Busby Dump Trailer	PT130C005280	C49600	02/83	$12,500.00	CR-Pasco		$19.36 hr
TR174	1947 Air Compresspr	224698 Leroi/TR	C02185	1947	$2,325.00	CR-Pasco	G	$9.70 hr
TR177	Office Trailer	ZN55473		5/87	$1,293.00	Engr		$15.42 hr
TR178	1984 Cherryhill Pup	CHFC-4-8000	C60616	03/84	$13,850.00	CR-Pasco		$19.36 hr
TR196	1962 Belly Dump	Valley 21662	C19674	1962	$2,000.00	CR-Pasco		$19.36 hr
WE151	5Hp Honda w/2" pump	1480565		4/87	$376.00	CR-Pasco		$158.00 yr
WE152	1984 M-B Street Marker	3-0488		10/84	$3,142.00			$2,000.00 yr

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WE153	1972 Onan Generator	0272359582		1972	$292.00	CR-Pasco	G	$125.00 yr
WE155	1988 Echo 30Z	0072575		1988	$318.00		G	$225.00 yr
WE156	1985 Chain Saw			1985	$453.00	CR-Connell		$225.00 yr
WE157	Echo Chain Saw	95050		1986	$455.00	CR-Pasco		$225.00 yr
WE158	1986 Onan Generator	317394		1986	$279.00	CR-Pasco		$125.00 yr
WE160	1978 Honda Generator	3109129		1978	$300.00	Fire Mrshl	G	$125.00 yr
WE161	1976 Shovel Shelt	GC42301 Gledhill		1976	$436.00	CR-Connell		$80.00 yr
WE162	Shovel Shelf	S00001		02/84	$500.00	CR-Pasco		$80.00 yr
WE163	Layton H-500B Paver	H-9784-B-6		4/86	$12,206.00	CR-Pasco		$17.28 hr
WE167	60# Hyd. Hammer	3500H-453		04/80	$730.00	CR-Pasco		$210.00 yr
WE168	60# Air Hammer					CR-Pasco		$210.00 yr
WE169	1987 Wacker	579904997		09/87	$1,655.00	CR-Pasco		$500.00 yr
WE180	Stanley BR87 Breaker	Ser#3766		07/88	$2,074.00	CR-Pasco		$210.00 yr
WE181	Stanley CR22 Saw	Ser# 7976		07/88	$865.00	CR-Pasco		$210.00 yr
WE183	1973 Water Pump	61867	C37105	1973	$3,045.00	CR-Pasco	G	$12.00 hr
WE188	1946 Weed Burner	540 Gallon Tank	5111	1950	$458.00	CR-Connell		$200.00 yr
WE190	1983 Rotary Mower	RM1017		06/83	$6,200.00	CR-Pasco	charged out with WE193	
WE191	Weed Sprayer			1987	$6,056.00	CR-Pasco		$6.00 hr
WE193	1978 Ford Tractor	C569511	C48856	1978	$25,038.00	CR-Pasco	D	$28.00 hr
WE194	1980 Ford 1900 Tractor with Loader	U901857 W120643		04/80	$7,868.00	Chiawana Pk	D	$150.00 mo
WE196	Weed Sprayer	Model RM		1984	$945.00	Chiawana PK		$200.00 yr
WE197	Ford Tractor Mower	Model #EA414C	01101 C	09/88	$34,023.00	CR-Pasco	D	$28.00 hr
WE198	1976 Toro 72" Mower	30782-20333		1976	$5,000.00	Scootney Pk		$260.00 mo
WE199	1982 Toro 72" Mower	30721-1140		04/82	$9,280.00	Chiawana Pk		$260.00 mo
WY200	V-Snow Plow Cat	12-100				CR-Pasco		$1,600.00 yr*
WY201	V-Snow Plow Cat	12-102				CR-Pasco		$1,600.00 yr*
WY202	V-Snow Plow Cat	950				CR-Pasco		$1,600.00 yr*
WY249	1952 Salt Spreader	7145 Laroo		1952		CR-Connell		$810.00 yr
WY250	1955 Bros Snow Plow	SP2548		1955	$352.00	CR-Connell		$1,600.00 yr*
WY251	1955 Bros Snow Plow	SP2546		1955	$352.00	CR-Pasco		$1,600.00 yr*
WY252	1955 Bros Snow Plow	SP2250		1955	$352.00	CR-Pasco		Parts Only yr
WY254	1948 Gladhill Snow Plow			1948	$713.00	CR-Pasco		$1,600.00 yr*
WY255	1957 Bros Snow Plow	SP2716		1957		CR-Pasco		Parts Only
WY257	1948 Gladhill Snow Plow			1948	$713.00	CR-Pasco(A)		$1,600.00 yr*
WY258	1982 WAC Snow Plow	W012-59		1982	$3,790.00	CR-Pasco		$1,600.00 yr*
WY259	1982 WAC Snow Plow	W012-59		1982	$3,790.00	CR-Connell		$500.00 yr
WY269	1977 Sand Spreader	Meyers Model UGT 600		1977	$1,409.00	CR-Pasco		$810.00 yr
WY272	1973 Sand Spreader	Meyers Model UGT 600		1973	$736.00	CR-Pasco		$810.00 yr
WY273	1973 Sand Spreader	Meyers Model UGT 6		1973	$736.00	CR-Connell		$810.00 yr
WY274	1973 Sand Spreader	Meyers Model UGT 600		1973	$736.00	CR-Kahlotus		$810.00 yr
WY276	1972 Sand Spreader	Meyers Model UGT 600		1972	$993.00	CR-Pasco		$810.00 yr
WY277	1972 Sand Spreader	Meyers Model UGT 600		1972	$993.00	CR-Connell		$810.00 yr
WY278	1983 Sand Spreader	EPOKE		1983	$7,618.00	CR-Pasco		1100.00 yr
TOTAL PURCHASE PRICE		ALL EQUIPMENT			$2,261,213.92			

*$1600.00 year if used-$500.00 if not

Equipment No.	Prefix	Equipment Type	Equipment No.	Prefix	Equipment Type
1-19	CR	Cars	150-159	SV	Seal/Sweep Equip.
20-59	ET	Pickup	160-169	TE	Transfer St. Equip.
60-69	GT	General Trucks	170-179	TR	Trailers
70-99	HT	Heavy Trucks	180-189	WE	Weed Contol

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EXHIBIT E

100-120	MG	Motor Graders	190-199	WE	Work Equipment
121-129	PD	Dozers	200-249	WY	V-Plows
130-139	SL	Loaders	250-259	WY	Snow Plows
140-149	ST	Tanks	260-279	WY	Sanders

Purchase Price Break By Equipment Class

PREFIX		PURCHASE PRICE	
CR	18340000	$55,120.00	
ET,GT,HT	18470000	$744,424.00	
SL	18520000	$225,955.00	
MG	18530000	$557,216.92	
TR	18570000	$75,664.00	
Tractors	18510000	$66,929.00	WE193,WE194 & WE197
Sweepers	18550000	$90,011.00	SV150 & SV156
Other SP	18560000	$445,894.00	ST, SV (except 150 & 156), TE, WE (EXCEPT 193,194 &197 & WY
Other Radio	18880000		
TOTAL		$2,261,213.92	

CHANGE CODE	PAGE	DATE	REVISION, ADDITIONS, DESCRIPTION DURING 1988

FILE 6 EQUIPLIST88

FRANKLIN COUNTY
HIGHWAY DEPARTMENT

3540 North Avenue C
Pasco, Washington 99301
(509) 545-3514

Bruce A. Gilkeson, P.E. - County Engineer
Tim Fife, Assistant County Engineer

December 20, 1988
TF-88-98

TO: Board of County Commissioners
Franklin County

FROM: Tim Fife, P.E.
Assistant County Engineer

SUBJECT: COMPUTER SOFTWARE & HARDWARE PURCHASE REQUEST

Consider this as a formal request, to purchase Autocad Release 10 and a 12" X 12" digitizer. Attached is a computer aided drafting program. These purchases are necessary for the following reasons:

1) To fully utilize the CEAL (CRAB Supported Engineering Software) program. Currently CEAL produces rough plans for our construction project. Autocad is necessary to edit the CEAL plans so that they are presentable for our contract documents.

2) Additional savings in drafting could be made on these standard drawings. They would be entered once and then could be recalled for use in contract drawings.

3) Autocad is the industry standard. Could be used in future mapping projects. Could also be used on drawings for various presentations. The program would work into our long term computer plans.

The digitizing board is necessary to make the program more efficient. Commands can be called up by picking them off of a template, rather than typing everything in. It could also be used to digitize various maps and drawings.

We have money available in our "Undistributed Engineering" (543-20) to purchase these items. Money is available because we have been charging most all of our time to the various reimbursable construction projects.

Autocad is expected to cost $3,000.00 installed with support from local authorized Autocad dealer. The digitizing board will cost approximately $550.00 and could be used with existing computer equipment.

RECOMMENDED:

Bruce A. Gilkeson, P.E.
Franklin County Engineer

APPROVED:

Harold N. Mathews, Chairman

Bruce Whitemarsh, Member

Ken Miller, Member

TF/rm

EXHIBIT G

JOINT RESOLUTION

FRANKLIN COUNTY RESOLUTION NUMBER 88-124

BENTON COUNTY RESOLUTION NUMBER 88 364

RE: FAIR/FAIRGROUNDS BUDGET FOR FY89

WHEREAS, the 1989 Fairground Budget is approved at $254,500 Revenue, and $361,000 Expenditures, and

WHEREAS, the 1989 Fair Budget is approved at $673,539 Revenue and $539,700 Expenditures, and

WHEREAS, as there is a deficit of $106,500 in the Fairgrounds Budget and a Revenue of $133,839 in the Fair Budget, leaving a total revenue of $27,339 in both budgets, and

WHEREAS, the start up cost of $100,000 shall be supplied by the two counties: $45,000 a repayable loan to each county and a $5,000 direct payment from each of the counties, and

Whereas, the two counties, Benton and Franklin, have reviewed the two budgets, and acted as a bi-county committee, and

NOW THEREFORE, the two counties have agreed to a total expenditure amount of $900,700 for both budgets.

Dated at Prosser, Washington, this 20th day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

R.E. Isaacson
Chairman

Robert F. Drake
Member

(Ron Jones absent)
Member

Attest:
Glennette Evans
Clerk of the Board

Dated at Pasco, Washington this 20 day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews
Chairman

Bruce Mortensen
Member

Ken Mills
Member

Attest:
D.R. McLaughlin
Clerk of the Board

cc: Franklin County (to distribute in F. C.)
Fair - Ted Martin; Assn.
David Sparks
Donna Hileman
Benton County Treas. - Rosalind Zengerle

At 11:20 A.M. the Board proceeded to discuss the 1989 budget. Other than the Board and staff, present were Marjorie Worden, Bobbie Gagner, Sandi Strawn, Rosalind Zengerle, Sheriff Jim Kennedy, and Signe Nichols. After comments by Commissioners Drake and Jones, Commissioner Jones moved to adopt a Benton County expenditure budget for 1989 in the amount of $10,672,478 and to pass a 106% property tax and hire another Sheriff's Road Deputy. Commissioner Drake seconded the motion for discussio Chairman Isaacson reviewed budget figures to date. Commissioner Drake reviewed his proposed budget, including the restoring of some employees. He stated it is hard to cut some departments without loss of revenue, adding he would not "touch" the road fund- After discussion, Commissioner Jones withdrew his motion and Commissioner Drake withdrew his second to the motion

At 12:05 P.M. it was necessary for Commissioner Drake to leave for another commitment.

At 12:15 P.M. Billy Phelps, Prosser, met with the Board to discuss the status of his mini-mart development east of Prosser. The Board gave Mr. Phelps the letter which they had signed earlier in the day which outlined procedures which Mr. Phelps need to follow regarding his development.

The Board reconvened at 1:40 P.M.

Minutes of the December 12, 1989, meeting were approved by the Board with minor changes.

The Board proceeded with discussion re. decisions/adoption of the 1989 budget. Other than the Board and staff, present were Sandi Strawn, Bobbie Gagner, Sheriff Kennedy, Signe Nichols, and Terry Marden. Commissioner Drake commented that if another Sheriff's Deputy were hired he could help cover the west end of the county and the Plymouth area.

Commissioner Jones moved that Benton County approve a revision to the 1989 preliminary budget that would target the Current Expense expenditures at approximately $11,070,000 and revenue at $10,532,000 plus a property tax increase of 6% amounting to about $309,000 for a total revenue estimate of $10,841,000 and that Current Expense reserves be used to satisfy the deficit of $229,000. Commissioner Drake seconded the motion. For clarification purposes, the Board confirmed they wished to add a road deputy to the Sheriff's budget, and restore the collections clerk in the District Court budget, and the two janitors in the Facilities budget. Upon vote, motion carried unanimously.

In connection with the letter from the West Richland Chamber of Commerce asking for a county-wide advisory board for hazardou waste, Chairman Isaacson requested that Commissioner Drake look into this matter and make his recommendations to the Board at a later date.

In connection with the letter from Lee Simmelink, the Board requested that Engineer Skeate continue to work with Mr. Simmelink and the school district to resolve the problem.

Ms. Hileman gave the Board an update on the grievance settlement of Kathy Mann, and the resignation of Linda Wiate from the attorney panel representing indigents.

On behalf of the Board, Chairman Isaacson signed a letter to be sent to Barbara Breeze, Assessor, establishing the tax base for 1989.

Mr. Marden met with the Board to again discuss his request for the reclassification of Shari Ginther. The Board questioned the quantity and complexity of the work required and how that compares to the salary; a further discussion on this matter was scheduled for December 29.

The Board reviewed the letter from Mike Schwenk, Tri-Dec, asking for funding of $10,000 from Benton County for 1989. Commissioner Drake suggested reducing the contribution to $7,500 which would be the same contribution as made by the cities. After further discussion, Commissioner Jones moved that Benton County contribute $5,000 to Tri-Dec in support of economic development and that Benton County encourage Tri-Dec to seek a proportionate contribution from Franklin County and, recognizi that Franklin County is serving on the Tri-Dec Board, Benton County feels that a Benton County representative should replace Franklin County on the Board. Commissioner Drake seconded the motion. Upon vote, motion carried.

The Board passed the following resolutions:

RESOLUTION # 88 357 IN THE MATTER OF COUNTY BUDGETS RE: TRANSFER OF FUNDS IN THE BENTON COUNTY CURRENT EXPENSE FUND, DEPT. 115, TO CURRENT EXPENSE FUND DEPTS. 121, 125, and 103 - $21,433 (approved)

RESOLUTION # 88 358 IN THE MATTER OF AN AMENDMENT TO RESOLUTION 88-256 PERTAINING TO LIFTING THE FREEZE ON STEP E ADVANCEMENTS FOR BARGAINING UNIT EMPLOYEES AND STEP INCREASES FOR NON-BARGAINING EMPLOYEES

RESOLUTION # 88 359 VOID

RESOLUTION # 88 360 TRANSFER OF FUNDS FROM PARK DEVELOPMENT, CAMPGROUND, AND GOLF FUNDS TO THE CURRENT EXPENSE FUND

RESOLUTION # 88 361 IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 1988 CURRENT EXPENSE FUND, DEPT. 110 BUDGET - $7,000 (approved)

There being no further business to come before the Board, at 2:40 P.M. Chairman Isaacson continued the meeting until 9:00 A.M on December 20, 1988, at which time the Board will meet with the Franklin County Commissioners in the Commissioners' Room, Franklin County Courthouse, Pasco, Washington, to discuss bi-county budgets. Next regular Board meeting will be held on December 29, 1988.

Glennette Evans
Clerk to the Board

R. E. Isaacson
Chairman, Board of Benton County Commissioners

On December 20, 1988, at 9:00 A.M. the Board of Benton County Commissioners met with the Franklin County Commissioners in a joint session in the Commissioners' Room, Franklin County Courthouse, Pasco, Washington. Present were Harold Mathews, Bruce Whitemarsh, and Ken Miller, Franklin County Commissioners, and Ray Isaacson and Bob Drake, Benton County Commissioners. Bento County Commissioner, Ron Jones, was absent. Also present was Diane McLaughlin, Clerk to the Board of Franklin County Commissioners.

Mr. Mathews asked that it be noted that this was a continuation of Franklin County's regular workday of December 19, 1988. Mr. Isaacson stated that this was also a continuation for Benton County's regular workday of December 19, 1988. Mr. Mathews advised this was a joint meeting between the two counties to work on the bi-county budgets.

The first budget to be reviewed will be the Juvenile budget. It was brought out that, at previous meetings, a figure of $905,425 had been given for a 1989 budget. Mr. Loree pointed out, however, that in 1988 salary adjustments were made. Franklin County advised Mr. Doug Loree that Franklin County would budget $236,285 for 1989. Franklin County's portion of the facility budget is 28% and the operating budget is 26%; Benton County's portion being 72% facility and 74% operating. Mr. Loree brought forward that Benton County had increased the salaries in 1988 and this needs to be reflected in the 1989 budget. To reflect these increases by the respective counties, it would require a total salary adjustment of $17,962 in 1989; $1,829 for Franklin County, and $16,133 for Benton County. There would be no further salary adjustment as wages would be frozen in 1989. If the figures are kept that were approved, the salary adjustments should be removed from the base figure, percentages then taken, then the salary adjustments for each county added to their percentage. This would mean a

1989 Juvenile Budget for Franklin County in the amount of $236,285 and $680,067 for Benton County. Franklin County had already approved a 1989 Bi-County Juvenile Budget in the amount of $236,285. Mr. Bob Drake, for Benton County, so moved to pass the $680,067. 1989 Juvenile Budget for Benton County with a total 1989 budget for juvenile of $916,352 with Franklin County's share being $236,285. Mr. Isaacson seconded. The Benton County Commissioners passed the 1989 Bi-County Juvenile Budget. Mr. Ron Jones was absent. Benton County and Franklin County Commissioners signed a Joint Resolution 88-362 (Benton County) and 88-120 (Franklin County).

Mr. Loree then requested both Boards to allow him to make replacements and deplore personnel as needed consistent with the 1989 figure. He has positions that need to be replaced and would like to change some to part-time. Mr. Miller moved for Franklin County to allow Doug Loree to fill job slots, adjust salary and eliminate positions not needed, and do it within the budget restraints. Mr. Whitemarsh seconded. The Franklin County Board unanimously approved the motion of allowing Mr. Loree to fill vacant positions, adjust salaries, and eliminate positions not needed. Mr. Drake, Benton County Commissioner, so moved to give Mr. Loree the discretion to change positions; Mr. Isaacson seconded. The Benton County Commissioners approved Mr. Loree the discretion to change positions. Mr. Ron Jones, Benton County Commmissioner, was absent.

At 10:00 A.M. both Boards met with Jim Boldt for the bi-county portion of the Superior Court budget. Mr. Mathews advised that Franklin County agreed to $170,000 with only $1,500 increase for the Calendar Administrative. Benton County's portion of the bi-county Superior Court Budget would be $454,834. Mr. Boldt has advised that the Calendar Administrative would take the $1,500. with some adjustments by Benton County. Mr. Boldt advised that Benton County has taken care of the people and the next salary action would be in eighteen months; Franklin County did not raise the people in Superior Court and it is a firm figure for 1989. Mr. Miller made a motion to adopt a bi-county Superior Court budget with Franklin County's share being $170,000., Benton County's share $454,834., for a total bi-county Superior Court budget of $621,744. Mr. Whitemarsh seconded. The Franklin County Board unanimously adopted the 1989 bi-county Superior Court budget. Mr. Drake so moved that Benton County approve the budget as submitted with Franklin County's portion of $170,000., Benton County's portion $454,834., for a total bi-county Superior Court budget of $621,744. Mr. Isaacson seconded the motion. Motion carried, and the Benton County Board approved the 1989 bi-county Superior Court budget. Mr. Ron Jones was absent. Both Boards signed a Joint Resolution 88-121 (Franklin County) and 88-363 (Benton County) in the matter of setting salaries for non-bargsining personnel in the Benton-Franklin Counties Superior Court for 1989. Mr. Drake brought up the concern of the counties split being affected by the salary adjustments.

Both Boards met with Ted Martin, Franklin County Fairgrounds Manager. The Benton County Commissioners had not received the budget printouts for the Fairgrounds and Fair 1989 budgets. Mr. Mathews advised that Franklin County had approved these budgets December 19, 1988. A copy of the budgets were given to Messrs. Isaacson and Drake. Mr. Martin advised it did show a deficiency of $106,500 for the Fairgrounds Budget and that amount would come from the Fair Budget itself, which shows a bottom line figure of approximately $130,000 profit. Mr. Miller advised that the total of both budgets shows a profit of approximately $30,000+. When it was presented to us before, it did not have a profit so it was sent back with a request to profit. Where the adjustments were made, the Fair Budget was going to have a new event at a cost of $20,000 with a return of $7,000. They were advised to take it out or increase the return. The beginning fund balance of $82,500 was, at the time of the printout, what was over here. I understand there are a few more bills to be paid out of it. A rainy day account - operating transfers out to the fairgrounds in the amount of $32,500 which is for improvements, and operating transfers out for reserves of $55,000 approximately (whatever is left from beginning balance). The $32,000 was transferred over to take care of some pressing needs at the fairgrounds: bring up to electrical code and sewer work. Mr. Drake so moved that Benton County pass the Fair Budget of $539,700 Expenditures and $673,539 Revenue, also so moved to pass the Fairgrounds Budget of $361,000 Expenditures and $254,500 Revenue for an overall net proceeds from the combined budgets of $27,339. Mr. Isaacson seconded. Mr. Isaacson advised that the resolution approving this bi-county budget should reflect a $5,000 contribution from each county and a $45,000 loan from each county. The Benton County Board passed the 1989 Bi-County Fair and Fairgrounds budget by passing the motion. Mr. Ron Jones was absent. A resolution will be prepared and typed for the Fair/Fairgrounds 1989 Budget.

Mr. Mathews closed the joint session with the Benton County Commissioners.

The following resolutions were executed by the Benton County Commissioners:

RESOLUTION # 88 362 APPROVING THE 1989 JUVENILE JUSTICE BUDGET AT $916,352. FRANKLIN COUNTY RESPONSIBLE FOR $236,285 OR 26% AND BENTON COUNTY IS RESPONSIBLE FOR $680,067. OR 74%.

RESOLUTION # 88 363 IN THE MATTER OF SETTING SALARIES FOR NON-BARGAINING PERSONNEL IN THE BENTON-FRANKLIN COUNTIES SUPERIOR COURT FOR 1989

RESOLUTION # 88 364 RE: FAIR/FAIRGROUNDS BUDGET FOR 1989

/s/ Diane McLaughlin
Clerk to the Board, Franklin County Commissioners

R.E. Isaacson
Chairman, Board of Benton County Commissioners

The Board of Benton County Commissioners met in the Commissioners' Room, Benton County Courthouse, Prosser, Washington, on December 29, 1988, at 9:15 A.M. Those present were Chairman Ray Isaacson, Ron Jones, and Bob Drake, Members. Also present were Donna Hileman, Administrative Assistant, Joan Heintz, Clerk, Commissioner-Elect Sandi Strawn, and Claude Oliver, Treasurer.

Mr. Oliver met with the Board in workshop session to review a letter he had drafted to Mike Lawrence, U.S. Department of Energy, regarding payment in lieu of taxes plus interest due Benton, Franklin, and Grant Counties from 1946 Atomic Energy Act seeking address of the U. S. Government's obligation for payments of all lands removed from tax rolls as a result of the U. S. Manhattan Project and the inception of Hanford in 1943. After discussion, Commissioners Jones and Drake concurred that the Chairman sign the letter drafted to Mr. Lawrence on behalf of the Benton County Commissioners.

Ms. Hileman presented letters drafted to City Managers Joe Painter and Neal Shulman notifying them that, as of January 1, 1989, Benton County was relinquishing its interest in Columbia Park in anticipation of the Corps of Engineers permitting the annexation of portion of Columbia Park and Bateman Island as mutually agreed upon by the Cities of Kennewick and Richland. The letter was signed by all Commissioners.

Also presented was a letter drafted to Colonel James A. Walter, Department of the Army, Corps of Engineers, notifying the Corps that Benton County will no longer provide maintenance and operation of Columbia Park effective January 1, 1989. Ms. Hileman referred to Deputy Prosecuting Attorney Katy Butler's letter which pointed out that the present lease with the Corps makes no provision for the County to relinquish the lease and that the Corps could hold the County responsible for maintenance and operation and other costs incurred by the Corps as a result of revocation. Chairman Isaacson said that case law says you cannot impose an obligation on another party when the other party does not derive benefit or gain from it. Commissioner Jones pointed out that it was at the request of the Corps of Engineers to terminate the 30-day escape clause that was in a previous lease number DACW68-1-67-57 because they did not want to cost share with the County. He also said he remembered vividly Colonel Thayer telling the Board at that time that, if the County could not afford the maintenance and operation of the park, the Board could give the park back to the Corps. After discussion, the letter was signed.

Chairman Isaacson called the regular meeting to order at 10:10 A.M. Present at this time were all members of the Board, Commissioner-Elect Sandi Strawn, staff Donna Hileman and Joan Heintz. Also present was Planning Director Terry Marden and Assistant Engineer Jim McAuliff.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 22, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board. Mr. Whitemarsh was absent.

The Sheriff's Detention/Correctional budget was short of funds to cover the cost of janitorial services. He presented a request to the Board to transfer $1,500 from the State Examiner's - 610 to the Sheriff's Detention/Correctional 48.00 Maintenance Budget. Mr. Miller approved a transfer request; Mr. Mathews seconded. Resolution No. 88-125, Transfer of $1,500 from State Examiner's - 610 to Sheriff's Detention/Correction 48.00 Maintenance in the amount of $1,500 (Exhibit A). Mr. Whitemarsh was absent.

A resolution was prepared to transfer $1,000 from the Superior Court - C.E. 620.49.1 Court Costs to Non-Departmental Professional Services 700.41.2 in the amount of $1,000 to help cover the cost of contracting two additional indigent attorneys. Mr. Miller moved to approve this resolution; Mr. Mathews seconded. The Board adopted Resolution No. 88-126, Transfer $1,000 from Superior Court Budget 620.41.1 Court Costs to Non-Departmental Budget 700.41.2 Professional Services (Exhibit B). Mr. Whitemarsh was absent.

The Board prepared a letter to Mr. Ray Pflueger advising him of his re-appointment to the Housing Authority. Mr. Pflueger's term will expire January 1, 1994 (Exhibit C).

The Board received a request from the Mid-Columbia Regional Library Board of Trustees for a replacement for Joanna Roach whose term will expire December 31, 1988. The City of Pasco had concurred with the nomination of Carol Ann Harris to fill this appointment. Mr. Miller moved to appointment Carol Ann Harris to replace Joanna Roach on the Mid-Columbia Library Board of Trustees. Her term would run January 1,1 989 through December 31, 1995. Mr. Mathews seconded. The Board adopted Resolution No. 88-127, Appointment to the Mid-Columbia Regional Library Board of Trustees (Exhibit D). Mr. Whitemarsh was absent.

As stated in the hearings on December 19, 1988, the resolutions were prepared for

the adoption of the 1989 Current Expense Budget and the adoption of the 1989 Franklin County Miscellaneous Budgets. The Board unanimously signed Resolution No. 88-128, Adoption of the 1989 Franklin County Current Expense Budget (Exhibit E) and Resolution No. 88-129, Adoption of the 1989 Franklin County Miscellaneous Budgets (Exhibit F).

10:00 a.m. The petition for the Smith Canyon Irrigation District was continued until 1:30 p.m. Wednesday, December 28, 1988. The petitioners did not have all the technical information needed and requested the continuation.

10:25 a.m. The Board met with the Planning Department. They requested permission to purchase the software they have been using. They have had them on trial and, after using the software, felt it was correct for their department. The Board requested that they buy only the necessary programs this year and the remainder next year.

Mr. Mathews asked the Clerk of the Board if she felt more hours were needed to accomplish the duties of her job. She replied yes. Mr. Miller moved that the Commissioner's secretary's (Clerk of the Board) hours be increased from 90 hours per month to 100 per month; Mr. Mathews seconded. The Board approved this increase of hours. Mr. Whitemarsh was not present.

The sheriff presented a need for funds in his budget to complete the year. A non-debatable emergency transfer resolution was presented to the Board to transfer $20,700 from unanticipated revenues generated by the Inter-government Room and Board of the County Detention/Correction within the current expense budget to the following budgets: 521.20 20.0012 - Retirees Medical Insurance $9,500; 46 - Sheriff's Insurance $5,700; 48 - Repair and Maintenance $5,500. Mr. Miller moved to approve this non-debatable emergency transfer resolution; Mr. Whitemarsh seconded. The Board unanimously adopted Resolution No. 88-130 Sheriff Non-Debatable Emergency Transfer Resolution (Exhibit G). A public hearing will be scheduled to reflect the change made in the Current Expense Budget.

The Sheriff also presented the need for funds for the Detention/Correction Budget.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 22, 1988

A transfer of $65,621 from unanticipated revenues generated by the Inter-government Room and Board of the County Detention/Correction to the following budgets: 423.20 10 Salaries & Wages $20,500; 41 - Profession Services $9,837; 31.1 - Care & Custody $20,000; 31 - Office and Operating $400; 48 - Repair and Maintenance $4,263; 47 - PUD/Water $10,171; 43 - Travel $300; 42 - Communications $150. Mr. Miller moved to approve this transfer; Mr. Whitemarsh seconded. The Board unanimously approved Resolution 88-131, Sheriff - Detention/Correction Non-Debatable Emergency Transfer Resolution (Exhibit H). A public hearing would be scheduled to reflect the change made in the Current Expense Budget.

A letter was composed to the Public Health Department concerning the payment of debt on bonds issued for remodeling the building (Exhibit I). Also the Board authorized the Treasurer to transfer $20,000 from the Fair Budget to the Fairgrounds Budget.

The Vouchers Audited and Certified by the Auditing Office as required by R.C.W.42.24.080 and these expense reimbursement Claims Certified as required by R.C.W.42.24.090 have been made available to the Board:

CURRENT EXPENSE	-	Warrant Numbers 27789-28293, Both Inclusive	- $298,108.12
COUNTY ROAD	-	Warrant Numbers 8543-8719, Both Inclusive	- 283,588.06
EQUIPMENT RENTAL	-	Warrant Numbers 5182-5286, Both Inclusive	- 124,490.71
PATHS & TRAILS	-	None	
B-F HEALTH BLDG	-	Warrant Numbers 9-12, Both Inclusive	- 51,530.58
CENTENNIAL LICENSE PLATES	-	Warrant Numbers 38-42, Both Inclusive	- 688.90
SOLDIERS/SAILORS	-	Warrant Numbers 282-287, Both Inclusive	- 3,496.76
JAIL COMMISSARY	-	Warrant Numbers 235-237, Both Inclusive	- 445.93
LAW LIBRARY	-	Warrant Numbers 272-274, Both Inclusive	- 4,404.97
CAPITAL OUTLAY	-	Warrant Number 76	- 2,750.00

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 22, 1988

SHERIFF'S NARCOT	– Warrant Numbers 86–90, Both Inclusive	–	333.65
PUBLIC HOSPITAL	– Warrant Numbers 2196–2245, Both Inclusive	–	7,553.49
CEMETERY #1	– Warrant Numbers 151–154, Both Inclusive	–	329.38
CEMETERY #2	– Warrant Numbers 222–224, Both Inclusive	–	123.22
ALCOHOLISM 2%	– None		
MENTAL HEALTH	– None		
PA CRIME VICTIMS/–	None		
K–9 SHERIFFS/MISC–	None		
TREASURER'S O&M	– Warrant Numbers 18–20	–	735.53
TRT (SWAT)	– None		

There being no further business the Franklin County Board of Commissioners meeting was adjourned until Tuesday, December 27, 1988, as Monday, December 26, 1988 is a holiday.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

K. Miller
Member

Member

Attest:
Clerk of the Board

TRANSFER RESOLUTION

RESOLUTION NO. 88-125

WHEREAS, it is found that the Sheriff's Detention/Correction budget 540 had insufficient funds allocated to 48.00 Maintenance, the Sheriff requests transfer of $1500.00.

REASON FOR TRANSFER _____

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $1500.00 be transferred from State Examiner's -610 to Sheriff's Detention/Correction in the 48.00 Maintenance budget.

PASSED this 22nd day of December.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By Harold Matheson Chairman

By absent Member

By [signature] Member

Attest: [signature]
Clerk of the Board

FRANKLIN COUNTY

TRANSFER RESOLUTION

RESOLUTION NUMBER 88-126.

WHEREAS, it is found that the Non-Departmental Budget has insufficient funds allocated to Professional Services 700.41.2, the Board of Franklin County Commissioners requests transfer of the following:

$1,000.00 to help cover the cost of contracting for two additional indigient attorneys who will handle a total of 15 cases at a total cost of $4,000.00

BE IT HEREBY RESOLVED by the Board of County Commissioners of Franklin County that $1,000.00 be transferred from Superior Court Budget 620.49.1, Court Costs, to Non-Departmental Budget 700.41.2, Professional Services.

Dated this 22nd day of December 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews

Harold N. Mathews, Chairman

absent

Bruce D. Whitemarsh, Member

Ken Miller

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

December 22, 1988

Mr. Ray Pflueger
1108 West Margaret
Pasco, WA 99301

Dear Mr. Pflueger:

Our Board of Franklin County Commissioners is pleased to inform you that you have been reappointed to serve on the Housing Authority Board.

Your new appointment will be for another five-year term effective January 1, 1989 and ending January 1, 1994.

We want to express our appreciation for your past services and your continued interest in serving on this Board.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

absent
Bruce D. Whitemarsh, Member

Ken Miller, Member

cc: Housing Authority Board
Gary Crutchfield, City Manager

EXHIBIT D

JOINT RESOLUTION

FRANKLIN COUNTY RESOLUTION NUMBER 88-127

BENTON COUNTY RESOLUTION NUMBER 88-368

IN THE MATTER OF APPOINTMENT TO THE MID-COLUMBIA REGIONAL LIBRARY BOARD OF TRUSTEES:

WHEREAS, a vacancy has been created on the Mid-Columbia Regional Library Board through the expiration of Mrs. Joanna Roach's term which ends on December 31, 1988, and

WHEREAS, RCW 27.12.130 and RCW 27.12.190 states that the Board of County Commissioners shall appoint the members to the Board of Trustees of Inter-County Rural Library Districts; and

WHEREAS, Carol Ann Harris, 202 South 26th, P. O. Box 3016, Pasco, WA 99301, was one of the individuals whose name was submitted as an individual interested in serving on the Mid-Columbia Regional Library Board and the Boards of Commissioners of Benton and Franklin Counties did concur in the recommendation; and,

WHEREAS, Carol Ann Harris has expressed her interest and willingness to serve in this capacity;

NOW, THEREFORE, BE IT RESOLVED that Carol Ann Harris be appointed to fill the vacancy created on the Mid-Columbia Regional Library Board, to fill the expired term of Joanna Roach. Ms. Harris term will be for seven years beginning January 1, 1989 and ending on December 31, 1995.

Dated at Prosser, Washington, this 29th day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

R. E. Isaacson
Chairman

Robert J. Locke
Member

Ron Lowe
Member

Attest:
Joan Hewitt
Clerk of the Board

Dated at Pasco, Washington this 22 day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M. Metteer
Chairman

Member

Member

Attest:
Deb McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-128

RE: ADOPTION OF 1989 FRANKLIN COUNTY CURRENT EXPENSE BUDGET

WHEREAS, R.C.W. 36.40.080 states that the County Commissioners shall by Resolution adopt the Budget; after being advertised in the legal newspaper, and

WHEREAS, the final review of the Current Expense Budget was held on the 19th of December 1989 at 2:30 p.m. in The Chambers of the Franklin County Commissioners,

WHEREAS, public input and review was again allowed and Commissioners already reviewed this with all Department Heads.

WHEREAS, it was noted that the increase approved by Resolution No. 88-117 had not been included in the Superior Court - C.E. Court Reimbursement - Benton County line item number 00620.50.0000. This discrepancy would be corrected by Resolution in 1989.

THEREFORE, LET IT BE KNOWN, that a 1989 Current Expense Budget for Franklin County of the State of Washington, in the amount $6,240,052 for Expenditures and a Revenue of $6,242,537 was adopted by unanimous vote on the 19th day of December 1989.

A copy of the Budget is attached as Exhibit A.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

1988 CURRENT EXPENSE BUDGET BY DEPARTMENT

00005	300.00	REVENUE -CURRENT EXPENSE		$6,242,537.00
	308.00	BEG. CASH		- 258,000.00
00020	571.21	AGENT	$ 88,431.00	
00040	514.24	ASSESSOR	294,254.00	
00060	514.10	AUDITOR	162,848.00	
00080	514.81	AUTO LICENSE	46,055.00	
00100	513.20	BOUNDARY REVIEW BOARD	6,640.00	
00120	524.20	BUILDING INSPECTOR	32,925.00	
00140	516.10	CIVIL SERVICE	1,600.00	
00160	512.30	CLERK	187,733.00	
00180	511.00	COMMISSIONERS	108,574.00	
00200	518.30	COURTHOUSE	109,691.00	
00220	563.20	CORONER	20,999.00	
00240	517.10	DISABILITY BOARD	1,531.00	
00260	512.40	DISTRICT COURT	223,790.00	
00280	514.85	ELECTION	75,071.00	
00320	514.24	EQUALIZATION, BOARD OF	4,436.00	
00340	522.10	FIRE MARSHALL	29,655.00	
00370	539.20	PEST CONTROL	950.00	
00420	576.80	PARKS	75,727.00	
00440	558.10	PLANNING	51,184.00	
00460	518.70	PRINTING	18,953.00	
00480	515.20	PROSECUTING ATTORNEY	349,036.00	
00500	515.80	CHILD SUPPORT ENFORCEMENT	148,129.00	
00550	523.20	SHERIFF-DETENTION CORRECT./FEDERAL	518,150.00	
00520	521.20	SHERIFF	717,074.00	
00540	523.20	SHERIFF-DETENTION-CORRECT.	1,206,059.00	
00560	528.60	SHERIFF-COMMUNICATIONS	213,812.00	
00610	514.00	STATE EXAMINER	6,000.00	
00620	512.21	SUPERIOR COURT	390,200.00	
00650	514.22	TREASURER	213,187.00	
00655	519.00	INTEREST/REGISTERED WARRANTS	23,000.00	
00675	592.00	LOAN REPAYMENT-COUNTY ROAD		
00685	581.20	LOAN REPAYMENT-MOTOR VEHICLE/ PUBLIC WORKS		
00700	519.90	NON-DEPARTMENTAL	383,250.00	
00720	519.90	AIDS TO OTHER GOV. AGENCIES	531,108.00	
TOTAL CURRENT EXPENSE FUNDS			$6,240,052.00	$5,984,537.00

FRANKLIN COUNTY

RESOLUTION NUMBER 88-129

RE: ADOPTION OF 1989 FRANKLIN COUNTY MISCELLANEOUS BUDGETS

WHEREAS, R.C.W. 36.40.080 states that the County Commissioners shall by Resolution adopt the Budget; after being advertised in the legal newspaper, and

WHEREAS, the final hearing on the Miscellaneous Budget was held on the 19th of December 1989 at 2:30 p.m. in The Chambers of the Franklin County Commissioners,

WHEREAS, it was heard by the public and input was allowed,

THEREFORE, LET IT BE KNOWN, that 1989 Franklin County Miscellaneous Budgets were adopted by unanimous vote this 19th day of December 1989.

A copy of the Budgets is attached as Exhibit A.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

1989 MISCELLANEOUS BUDGETS

Budget	Expenditures	Revenue
Crime Victims/Witness	$ 15,751.00	$ 15,751.00
Radio Maintenance	$ 24,400.00	$ 23,700.00
Treasurer O & M/Misc.	$ 25,000.00	$ 25,000.00
Jail Commissary/Misc.	$ 47,531.00	$ 44,250.00
Park District #3/Misc.	$ 51.00	$ 47.00
Park District #4/Misc.	$ 3,425.00	$ 3,300.00
Park District #6/Misc.	$ 11,000.00	$ 8,200.00
B-F Mental Health/Misc	$ 24,286.00	$ 24,286.00
Alcoholism 2%	$ 800.00	$ 800.00
Sheriff's Nacotic Trust	$ 32,000.00	$ 24,000.00
Soldiers/Sailors	$ 30,000.00	$ 21,750.00
Law Library	$ 53,290.00	$ 40,000.00
Flood Control	$ 3,265.00	$ 2,600.00
Paths & Trails	$ 54,600.00	$ 3,000.00
G O 1970 LMTD Bond	$ 29,250.00	$ 29,250.00
G O 1974 Refund	$ 59,493.00	$ 59,493.00
1976 UNLMTD Bond	$ 54,120.00	$ 54,120.00
G O 1988 LMTD BOND	$ 18,615.00	$ 18,615.00
Cap Outlays 1/4% Tax	$ 40,000.00	$ 29,000.00
Centennial License Plates	$ 21,000.00	$ 16,000.00
GO 88 LMTD BD/B-F Health District	$ 7,000.00	$ 7,000.00
Benton-Fanklin County Fair	$ 673,539.00	$ 539,700.00
Benton-Franklin County Fairgrounds	$ 254,500.00	$ 381,000.00
Franklin County Unemployment	$ 24,500.00	$ 16,500.00
County Road Unemployment	$ 22,000.00	$ 11,000.00
K-9 Fund - Sheriff's	$ 11,000.00	$ 11,000.00
TRT Fund (SWAT) Sheriff	$ 5,215.00	$ 5,000.00
Emergency Services	$ 52,471.00	$ 44,793.00
C.R.I.D. #1	$ 5,500.00	$ 3,000.00
C.R.I.D. #6	$ 4,838.00	$ 2,838.00
C.R.I.D. #7	$ 3,500.00	$ 2,000.00
C.R.I.D. #8	$ 3,000.00	$ 3,000.00
C.R.I.D. #10	$ 3,000.00	$ 3,000.00

FRANKLIN COUNTY

RESOLUTION NUMBER 88-130

SHERIFF NON-DEBATABLE EMERGENCY TRANSFER RESOLUTION

WHEREAS, the Sheriff's 1988 Budget had insufficient funds allocated to 521.20 20.0012 - Retirees Medical Insurance, required because mandated by law, $9,500.00; 46 - Sheriff's Insurance, necessary to protect county property - $5,700.00; 48 - Repair and Maintenance, necessary after accident to preserve and repair damaged property, - $5,500.00, and

WHEREAS, the amount necessary to provide for the payment of these cost was greater than that anticipated at the time of the preparation the 1988 Budget for the General Fund, and

WHEREAS, these expenditures are a non-debatable emergency within the provisions of R.C.W.36.40.180, and

NOW THEREFORE, it is hereby unanimously resolved, that $20,700.00 be transferred from unanticipated revenues generated by the Intergovernment Room and Board of the County Detention/Correction within the current expense budget.

Dated this 22nd day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-131

SHERIFF - DETENTION/CORRECTION
NON-DEBATABLE EMERGENCY TRANSFER RESOLUTION

WHEREAS, the Sheriff - Detention/Correction 1988 Budget had insufficient funds allocated to 523.20 10 - Salaries & Wages $20,500.00; 41 - Profession Services $9,837; 31.1 - Care and Custody $20,000.00; 31 - Office & Operating $400.00; 48 - Repair & Maintenance $4,263.00; 47 - PUD/Water $10,171.00; 43 - Travel $300.00; 42 - Communications $150.00, and

WHEREAS, the amount necessary to provide for the payment of these cost was greater than that anticipated at the time of the preparation the 1988 Budget for the General Fund, and

WHEREAS, these expenditures are a non-debatable emergency within the provisions of R.C.W.36.40.180, and

NOW THEREFORE, it is hereby unanimously resolved, that $65,621.00 be transferred from unanticipated revenues generated by the Intergovernment Room and Board of the County Detention/Correction within the current expense budget.

Dated this 22 day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1016 North 4th
Pasco, Washington 99301 545-3535

December 22, 1988

Public Health Department
1218 N 4th
Pasco, WA 99301

RE: Payment of Debt on Bonds Issued for Remodeling

Dear Joyce,

Please accept this letter of understanding with the Public Health Deparment on the repayment of debt issued for the remodeling of the building located at 1218 North 4th, Pasco, Washington.

It is agreed that the Health Department will pay to the Franklin County Treasurer those amounts due to pay both interest and principle due each year. The Treasurer will place that money in the Bond Redemption Fund and pay from that fund the interest and principle as required according to the repayment schedule which is attached.

If you have any questions, please contact either the Franklin County Treasurer or the Franklin County Board of Commissioners. Those amounts needed to pay the debt shall be paid to the Treasurer's Office as near to January 1, each year as possible.

Sincerely,

Chairman

Commissioner

Commissioner

cc: County Treasurer

U.S. BANK

1414 FOURTH AVENUE
P.O. BOX 720
SEATTLE, WASHINGTON 98111-0720

FRANKLIN COUNTY
LIMITED GENERAL OBLIGATION BONDS
U.S. BANK

DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	PERIOD TOTAL
7/ 1/89	10,000.00	5.750000	8,615.00	18,615.00
1/ 1/90			4,020.00	4,020.00
7/ 1/90	10,000.00	6.100000	4,020.00	14,020.00
1/ 1/91			3,715.00	3,715.00
7/ 1/91	10,000.00	6.300000	3,715.00	13,715.00
1/ 1/92			3,400.00	3,400.00
7/ 1/92	10,000.00	6.600000	3,400.00	13,400.00
1/ 1/93			3,070.00	3,070.00
7/ 1/93	10,000.00	6.800000	3,070.00	13,070.00
1/ 1/94			2,730.00	2,730.00
7/ 1/94	15,000.00	7.000000	2,730.00	17,730.00
1/ 1/95			2,205.00	2,205.00
7/ 1/95	15,000.00	7.200000	2,205.00	17,205.00
1/ 1/96			1,665.00	1,665.00
7/ 1/96	15,000.00	7.300000	1,665.00	16,665.00
1/ 1/97			1,117.50	1,117.50
7/ 1/97	15,000.00	7.400000	1,117.50	16,117.50
1/ 1/98			562.50	562.50
7/ 1/98	15,000.00	7.500000	562.50	15,562.50
	125,000.00		53,585.00	178,585.00
ACCRUED				
	125,000.00		53,585.00	178,585.00

DATED 7/ 1/88 WITH DELIVERY OF 7/ 1/88
BOND YEARS 750.000
AVERAGE COUPON 7.145
AVERAGE LIFE 6.000
N I C % 7.644667 % USING 97.0000000
T I C % 7.747528 % From Delivery Date

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 27, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Don Carter, Mr. Carer advised the Cosco forms were the wrong ones; he would obtain the correct forms, but would need a letter from the Commissioners requesting the credit cards.

Mr. Carter also advised that he had received a quote from Moon Security for two monitoring cameras--one for the front door of the Courthouse and the outside door downstairs. The cost would be $1,040 plus tax, plus $5/month. Mr. Miller felt that at this time we would not need the cameras, especially with new locks being installed.

Mr. Carter also presented the quotes received on a water softening system for the correction facility: Lindsay Water Softener $3,495 plus $150 for one year to make adjustments and checks; Culligan $4,836. Also Johnson Plumbing quoted $1,239.48 for the needed loop in the system. No matter which system was selected, the loop would still be needed. Mr. Miller moved to accept the proposal from Lindsay Water Softener. Mr. Mathews seconded. Mr. Whitemarsh was not present.

Mr. Carter discussed the training schedule planned for the Building Inspector to help him become more familiar with the other County offices (Assessor & Planner).

The Auditor's office had advised that the Benton-Franklin Mental Health Fund needed funds to pay Benton County. The money in this account are taxes levied, collected by the Treasurer, and sent directly to Benton County. The Board prepared a non-debatable resolution to increase this budget from $24,286 to $27,120.86 to be able to remit to Benton County their portion of taxes collected in November 1988. Mr. Miller moved to adopt Resolution 88-132, Non-Debatable Emergency Transfer Resolution for the Benton-Franklin Mental Health Budget; Mr. Whitemarsh seconded. The Board unanimously approved Resolution No. 88-132 (Exhibit A). The Prosecuting Attorney's office advised that as long as this transfer did not affect the Current Expense Budget a public hearing

was not needed. Also, the Treasurer contacted the State Auditor's office and was advised that it was not necessary to set this up in budget form, but could be handled directly in the Treasurer's office.

The Board reviewed and sign the minutes for November 21, 23, 28, 1988.

The Board met with Mrs. Knox and Mr. Thompson to discuss the new indigent attorney contracts. They would review the contracts and get back to the Commissioners.

11:01 a.m. Mr. Mathews convened a public hearing on a variance request by Jerry Cortez. All three Commissioners were present. Also present: Robert Boothe, Herman Morantes, Jerry Cortez and Mrs. Cortez, Patty Kopp. Mr. Boothe advised that the request was for a variance to allow a mobile home in the Residential, R-2 zone. He advised that this request was heard by the Planning Commission on December 6, 1988 and was denied since it was not consistent with the Comprehensive Plan and was not allowed in the Residential R-2 Zone. Mrs. Cortez spoke in favor of the variance. They had purchased the land, talked to the Building Inspector at that time, and were told if placed on a permanent foundation there would be no problem. They had talked to the neighbors who expressed at that time they did not mind a mobile home. She did not feel the mobile home would cause property values to go down. There is presently a modular home in the area. Mr. Boothe advised that the home she is referring to received a building permit as a regular structure and was not classified as a mobile home. Mr. Morantes spoke in favor of the mobile home advising that it does meet HUD standards. Mr. Miller reviewed the records concerning the modular home and requested that Mr. Boothe correct the minutes--the Board did not approve the modular home because they felt sorry. It was approved because it met the requirements. Mr. Morantes asked who would be acceptable to inspect the home to see if it comes up to code. He was advised it must be done by the Department of Labor & Industries and receive a "gold" seal--this might mean tearing it down to inspect the structure. Mrs. Patty Kopp spoke against the variance--it did not meet the zoning requirements and no matter if it is a modular home or mobile home

they depreciate faster. Mr. Miller advised if they get the gold seal it would have to be allowed since it would meet building requirements. Mr. Whitemarsh moved to deny the variance request and uphold the Planning Commissioners decision for the same findings of facts. Mr. Miller seconded. The Board unanimously approved Resolution No. 88-133, Denial of Variance Request to allow a mobile home in the Residential, R-1 Zone by Jerry Cortez (Exhibit B).

11:30 a.m. Mr. Mathews opened the hearing for a zone change from Agricultural Production (AG)to Residential, R-1 on that property located on the west side of north Road 68 and being 500 feet, more or less, south of the north alignment of Helm Drive. All three commissioners were present. Also present: Mr. Boothe. Mr. Boothe advised that Warren Clifford had short platted this property earlier this year into three lots and a condition was required that it be rezoned from agricultural to residential. The Planning Commissioner approved the zone change December 6, 1988. There was no public in attendance. Mr. Whitemarsh moved to approve the zone change for Short Plat #88-05 from Agriculture to Residential, R-1. Mr. Miller seconded. The Board unanimously approved Ordinance 7-88, Zone Change from agricultural production to residential, for that property under Short Plat #88-05 (Exhibit C).

Mr. Mathews convened the meeting for the amendments to the Plating Ordinance 5-72 and the Short Plat Ordinance 77-4. As no public was in attendance, Mr. Mathews combined the hearings for these two amendments. Both amendments would bring Franklin County's ordinances up to date. Changes had been made by legislation in 1985, 1986, and 1987; however, our ordinances were not updated at the time because of the knowledge of further changes. Mr. Miller moved to approve the amendments to the Franklin County Short Plat Ordinance No. 77-4; Mr. Whitemarsh seconded. The Board unanimously approved Ordinance 9-88, an ordinance amending Short Plat Ordinance No. 77-4 (Exhibit D). Mr. Miller moved to approve the amendments to Ordinance No. 5-72 as presented by the Planner; Mr. Whitemarsh seconded. The Board unanimously approved Ordinance 8-88, an

ordinance amending Subdivision Ordinance No. 5-72 (Exhibit E).

Mrs. Morrow, Franklin County Assessor, met with the Board. Discussion was held on automobiles and the buy-down of junior tax districts.

2:15 p.m. Mr. Mathews convened the public hearing on the amendments to the Flood Damage Prevention Ordinance. All three commissioners were present. Also present: Mr. Boothe. No public in attendance. Mr. Boothe advised the amendments were brought about by the National Flood Insurance Program. Changes included definitions; addition of new sections under responsibilities of administrator; amendments to the construction of residential/nonresidential, manufactured homes and floodway. Mr. Whitemarsh moved the amendments to the Flood Damage Prevention Ordinance be adopted as presented by the Planner; Mr. Miller seconded. The Board unanimously adopted Ordinance No. 10-88, an Ordinance amending Flood Damage Prevention Ordinance No. 3-87 (Exhibit F).

There being no further business the Franklin County Board of Commissioners meeting was adjourned until December 28, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Ken Miller
Member

Member

Attest:
D O McLaughlin
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-134

BENTON-FRANKLIN MENTAL HEALTH

NON-DEBATABLE EMERGENCY TRANSFER RESOLUTION

WHEREAS, this account is used only as a transfer of taxes collected by the Franklin County Treasurer to Benton County, and

WHEREAS, an unanticipated tax revenue of $2,834.86 was collected, and

WHEREAS, the Benton-Franklin Mental Health 1988 Budget has insufficient funds, and

WHEREAS, these expenditures are mandated by law within the provisions of R.C.W.36.40.180, and

THEREFORE, BE IT RESOLVED, the total Benton-Franklin Mental Health 1988 Budget be increased from $24,286 to $27,120.86, and

Dated this 27 day of December 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

Ken Miller, Member

Attest:

Clerk of the Board

FRANKLIN COUNTY

COMMISSIONERS

COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

RESOLUTION NO. 88-133

**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:
IN THE MATTER OF COUNTY PLANNING:**

RE: VARIANCE FILE #VAR 88-1; JERRY CORTEZ, APPLICANT - VARIANCE REQUEST TO ALLOW A MOBILE HOME IN THE RESIDENTIAL, R-2 ZONE.

WHEREAS, on December 7, 1988, the Clerk of the Board did set a public hearing for December 27, 1988, to consider the recommendation of denial by the Franklin County Planning Commission of the above referenced matter, and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute;

2) The Planning Commission, after public hearing and consideration on December 6, 1988, did recommend denial of said application;

3) The reasons for denial of the application have been accepted by the Planning Commission and are as follows:

   a) The proposed use is not consistent with the intent of the Comprehensive Plan;

   b) The requested use is not allowed in the Residential, R-2 Zone, and therefore is inconsistent with the Zoning Ordinance; and

WHEREAS, the public use and interest will be served by denying the above-mentioned application.

NOW, THEREFORE, BE IT RESOLVED that the above-mentioned application be denied in accordance with the provisions of the Franklin County Zoning Ordinance and as recommended by the Planning Commission.

DATED THIS 27 **DAY OF** December, **19**88.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Harold W. Matthews
Chairman

Bruce A. Whitemarsh
Member

Attest:

Ida M. McLaughlin
Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1016 North Fourth
Pasco, Washington - Phone: 545-3536

ORDINANCE NO. 7-88

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING - RE: CHANGE IN ZONE FROM Agricultural Production TO Residential, R-1 APPLICANT: Franklin County

WHEREAS, on December 7, 1988 (Date) the Clerk of the Board did set this date for a public hearing to consider the recommendations of the Franklin County Planning Commission to rezone from Agricultural Production (AG) to Residential, R-1 the following described property:

LEGAL DESCRIPTION: Short Plat # 88-05, Lots 1, 2, & 3, located in a portion of the N½ of the S½ of Section 13, Township 10 North, Range 28 East, W.M, Franklin County, WA.

and

WHEREAS, at the public hearing the Board has found as follows:

1) Notice of public hearing was given in accordance with statute,

2) The County Planning Commission, after public hearing and consideration on December 6, 1988 (Date), did recommend approval of said rezoning,

3) The rezoning of the above described property is in conformance with the intent of the Comprehensive Plan, and

WHEREAS, it appears to be in the public use and interest to approve said rezoning,

NOW, THEREFORE, BE IT RESOLVED that the property described above be rezoned from Agricultural Production (AG) to Residential, R-1 in accordance with the provisions of the Franklin County Zoning Ordiance.

DATED THIS 27th DAY OF December, 19 88.

BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON

Harold W Mathews
Chairman

Bruce W Whitemarsh
Member

Ken Mall
Member

ATTEST:

Dee McLaughlin
Clerk of the Board

EFFECTIVE DATE: This ordinance shall be in force and effect from and after this 15th day of January, 1989.

8/81

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

ORDINANCE NO. 9-88
AN ORDINANCE AMENDING SHORT PLAT ORDINANCE NO. 77-4

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

SECTION 1

The Franklin County Short Plat Ordinance No. 77-4, with an effective date of May 12, 1977, and amended on May 22, 1978, April 23, 1979; November 17, 1980; December 18, 1980; January 23, 1984; and August 1, 1984; is amended to reflect changes in the State Subdivision Act as follows:

SECTION 2

Section 1 - APPLICABILITY, is amended to read as follows:

Every division of land into four or less lots, tracts, parcels, sites or subdivisions for the purpose of sale, lease, or transfer of ownership shall proceed in compliance with this ordinance, except as specifically exempted in Section 2, Exemptions. Provided that any land contained within a short subdivision shall not be further divided for a period of five (5) years from the date of filing of a short plat without the filing of a final plat, EXCEPT that when the short plat contains fewer than four parcels, nothing in this section shall prevent the owner who filed the short plat from filing an alteration within the five-year period to create up to a total of four lots within the original short plat boundaries.

SECTION 2

Section 2(5) - EXEMPTIONS is amended to read as follows:

5) Any division ~~of land~~ made for the purpose of alteration by adjusting ~~the~~ boundary lines between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site, or division, nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a

building site. ~~of the transfer of land between two (2) adjacent property owners which does not result in the creation of any additional building sites; (Note: This applies in cases involving ad adjustment between platted property or unplatted property. It will not apply to property line adjustment between a piece of platted property and unplatted property.)~~

SECTION 4

Section 3(1) - DEFINITIONS, is amended to read as follows:

1) "Short Subdivision" is the division or redivision of land into four (4) or ~~less~~ fewer lots, tracts, parcels, sites of ~~sub~~divisions for the purpose of sale, lease, or transfer of ownership.

(NEW SECTION) 16) "Discrepancy" means: (1) a boundary hiatus; (2) an overlapping boundary; or (3) a physical appurtenance, which indicates encroachment, lines of possession, or conflict of title.

SECTION 5

Section 6 - PLAT MAP, is amended to read as follows:

12) Statement (the following statement shall appear on the short plat only if there are a total of four lots proposed in the original short plat boundaries):

Land within this short plat subdivision shall not be further subdivided for a period of five (5) years unless a final plat is filed pursuant to the Franklin County Subdivision Ordinance #5-72 and RCW 58.17.

(NEW SECTION) 13) Whenever a survey of the proposed plat reveals a discrepancy (as defined in this Ordinance), the discrepancy shall be noted on the face of the final short plat. Any discrepancy shall be disclosed in a title report prepared by a title insurer and issued after the filing of the final short plat.

SECTION 6

Section 25(4) - AMENDING A RECORDED SHORT PLAT, is amended to read as follows:

4) An amended short plat may ~~shall not~~ increase the number of lots to a total of four (4) lots if ~~above the number which were created by~~ the original short plat contained less than four (4) lots, and if requested by the owner who filed the original short plat.

SECTION 7

Section 26 - RESUBDIVISION PROCEDURE, is amended to read as follows:

Land within an approved short plat may not be further subdivided through the short platting process within a five (5) year period unless a final plat of the resubdivision has been approved and filed for record pursuant to the provisions of the subdivision ordinance (Ordinance #5-72), except that when the short plat contains fewer than four (4) lots, the owner who filed the short plat may file an amendment within the five-year period to create up to a total of four (4) lots within the original short plat boundaries. Property considered to be within a short subdivision shall be all numbered lots which are recorded within a short subdivision ~~and lot number~~ and must include at a minimum all lots created which are less than five (5) acres in size.

A new section is hereby added to Short Plat Ordinance #77-4 to read as follows:

(NEW SECTION) SECTION 26.2. VACATION OF SHORT PLATS - PROCEDURE.

A. Whenever any person is interested in the vacation of any short plat or portion thereof, or any area designated or dedicated for public use, that person shall file an application for vacation with the Board of County Commissioners. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the short plat subject to vacation. If the short plat is subject to restrictive covenants which were filed at the time of the approval of the short plat, and the application for vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants, providing that the parties agree to terminate or alter the relevant covenants

to accomplish the purpose of the vacation of the short plat or portion thereof.

B. When the vacation application is specifically for a county road, the procedures for road vacation or street vacation in Chapter 36.87 or 356.79 RCW shall be utilized for the road or street vacation. When the application is for the vacation of the short plat together with the roads and/or streets, the procedure for vacation in this section shall be used, but vacations of streets may not be made that are prohibited under RCW 35.79.030, and vacations of roads may not be made that are prohibited under RCW 36.87.130.

C. The Board of County Commissioners shall give notice as provided in RCW 58.17.080 and 58.17.090 and shall conduct a public hearing on the application for a vacation and may approve or deny the application for vacation of the short plat after determining the public use and interest to be served by the vacation of the short plat. If any portion of the land contained in the short plat was dedicated to the public for public use or benefit, such land, if not deeded to the county, shall be deeded to the county, unless the Board of County Commissioners shall set forth findings that the public use would not be served in retaining title to those lands.

D. Title to the vacated property shall vest with the rightful owner as shown in the county records. If the vacated land is land that was dedicated to the public for public use other than a road or street, and the Board of County Commissioners has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the Board of County Commissioners. When the road or street that is to be vacated was contained wholly within the short plat and is part of the boundary of the short plat, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated short plat.

Ordinance # 9-88
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E. This section shall not be construed as applying to the vacation of any plat of state-granted tide or shore lands.

SECTION 8

This ordinance amending Franklin County Short Plat Ordinance No. 77-4 shall be in force and take effect from and after the date of passage.

PASSED THIS 27th **DAY OF** December **19** 88

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Bruce A Whitemarsh
Member

Attest:
DO McLaughlin
Clerk of the Board

Ken Mills
Member

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

ORDINANCE NO. 8-88
AN ORDINANCE AMENDING SUBDIVISION ORDINANCE NO. 5-72

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

SECTION 1

The Franklin County Subdivision Ordinance No. 5-72, with an effective date of January 1, 1973, and amended on April 21, 1975; May 22, 1978, March 22, 1979; December 18, 1980; January 23, 1984; and August 1, 1984; is amended to reflect changes in the State Subdivision Act as follows:

SECTION 2

Sections 2(6) and 2(7) - EXEMPTIONS, are amended to read as follows:

6) A division ~~(of land)~~ made for the purpose of alteration by adjusting ~~(a)~~ boundary lines ~~(or lines)~~ between platted or unplatted lots or both which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimensions to meet minimum requirements for width and area for a building site.

7) Divisions of land into lots or tracts classified for industrial or commercial use when the ~~legislative body of the~~ County has approved a binding site plan for the use of the land in accordance with the Binding Site Plan Ordinance ~~county ordinance or regulations. PROVIDED, that when a binding site plan authorizes a sale or other transfer of ownership of a lot, parcel, or tract, the binding site plan shall be filed for record in the County Auditor's office on each lot, parcel, or tract created pursuant to the binding site plan: PROVIDED FURTHER< that the binding site plan and all of its requirements shall be legally enforceable on the purchaser or other person acquiring ownership of the lot, parcel or tract: AND PROVIDED FURTHER, that sale of transfer of such lot, parcel, or tract in violation of the binding site plan, or without obtaining binding site plan approval shall be a violation of this ordinance and Chapter 58.17 RCW and may be restrained by injunctive action and/or be prosecuted as provided by Ordinance 5-72 as now or hereafter amended and Chapter 58.17 RCW.~~

SECTION 3

Section 3 - DEFINITIONS, is amended to read as follows:

(NEW SECTION) 23) "Discrepancy" means: (1) a boundary hiatus; (2) an overlapping boundary; or (3) a physical appurtenance, which indicates encroachment, lines of possession, or conflict of title.

SECTION 4

Section 55 - SURVEY - NOTES, ACCURACY, is amended to read as follows:

SECTION 55. SURVEY - NOTES, ACCURACY. ~~The surveyor shall furnish the County Engineer with survey notes, (filed notes in loose leaf Engineers notebook acceptable), which notes shall clearly show:~~

~~1) The ties to each permanent monument;~~

~~2) At least three durable, distinctive reference points or monuments;~~

~~3) Sufficient data to determine readily the bearing and length of each line; and~~

~~4) The base meridian referred to.~~

~~A traverse of the boundaries of the subdivision and all lots and blocks shall close within an error of one foot in five thousand feet.~~

The surveyor shall furnish the County Engineer a complete survey of the section or sections in which the plat or replat is located, made to the surveying standards adopted by the Division of Engineering Services of the Department of Natural Resources, pursuant to RCW 58.24.040.

SECTION 5

Section 62(F)(4) - FINAL PLAT STANDARDS, is amended to read as follows:

4) A statement of approval signed by the County Engineer as to:

~~a) Survey data;~~
~~b)~~ a) Layout of roads, alleys and easements;
~~c)~~ b) Road names and numbers

~~d)~~ c) The design and/or construction of protective improvements, bridges, sewage and drainage systems.

SECTION 6

Section 62 - FINAL PLAT - STANDARDS, is amended to read as follows:

(NEW SECTION) F. 12) Whenever a survey of the proposed plat reveals a discrepancy (as defined in this Ordinance), the discrepancy shall be noted on the face of the final plat. Any discrepancy shall be disclosed in a title report prepared by a title insurer and issued after the filing of the final plat.

SECTION 7

A new section is hereby added to Subdivision Ordinance #5-72 to read as follows:

(NEW SECTION) SECTION 62.1. ALTERATION OF SUBDIVISION - PROCEDURE.

A. When any person is interested in the alteration of any subdivision or the altering of any portion thereof, except as provided in RCW 58.17.040(6), that person shall submit an application to request the alteration to the Board of County Commissioners. The application shall contain the signatures of the majority of those persons having an ownership interest of lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants, provided that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof.

B. Upon receipt of an application for alteration, Franklin County shall provide notice of the application to all owners of property within the subdivision, and as provided for in RCW 58.17.080 and 58.17.090. The notice shall either establish a date for a public hearing, or provide that a hearing may be requested by a person receiving notice within fourteen days of receipt of the notice.

C. The Board of County Commissioners shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration. If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts, or be levied equitably on the lots resulting from the alteration. If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between the adjacent properties.

D. After approval of the alteration, the Board of County Commissioners shall order the applicant to produce a revised drawing of the approved alteration of the final plat or short plat; which after signature of the Board of County Commissioners, shall be filed with the County Auditor to become the lawful plat of the property.

E. This section shall not be construed as applying to the alteration or replatting of any plat of state-granted tide or shore lands.

SECTION 8

A new section is hereby added to Subdivision Ordinance #5-72 to read as follows:

(NEW SECTION) SECTION 62.2. VACATION OF SUBDIVISION - PROCEDURE.

A. Whenever any person is interested in the vacation of any subdivision or portion thereof, or any area designated or dedicated for public use, that person shall file an application for vacation with the Board of County Commissioners. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the subdivision subject to vacation. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants, providing that the parties agree to terminate or alter the relevant covenants to accomplish the

purpose of the vacation of the subdivision or portion thereof.

B. When the vacation application is specifically for a county road, the procedures for road vacation or street vacation in Chapter 36.87 or 356.79 RCW shall be utilized for the road or street vacation. When the application is for the vacation of the plat together with the roads and/or streets, the procedure for vacation in this section shall be used, but vacations of streets may not be made that are prohibited under RCW 35.79.030, and vacations of roads may not be made that are prohibited under RCW 36.87.130.

C. The Board of County Commissioners shall give notice as provided in RCW 58.17.080 and 58.17.090 and shall conduct a public hearing on the application for a vacation and may approve or deny the application for vacation of the subdivision after determining the public use and interest to be served by the vacation of the subdivision. If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the county, shall be deeded to the county, unless the Board of County Commissioners shall set forth findings that the public use would not be served in retaining title to those lands.

D. Title to the vacated property shall vest with the rightful owner as shown in the county records. If the vacated land is land that was dedicated to the public for public use other than a road or street, and the Board of County Commissioners has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the Board of County Commissioners. When the road or street that is to be vacated was contained wholly within the subdivision and is part of the boundary of the subdivision, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated subdivision.

E. This section shall not be construed as applying to the vacation of any plat of state-granted tide or shore lands.

Ordinance # 8-88
Page 6

SECTION 9

This ordinance amending Franklin County Subdivision Ordinance No. 5-72 shall be in force and take effect from and after the date of passage and adoption.

PASSED THIS 27 **DAY OF** December **19**88.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Matheson
Chairman

Bruce D. Whitehead
Member

Attest:

Clerk of the Board

Ken Mick
Member

FRANKLIN COUNTY
COMMISSIONERS
COURTHOUSE - 1015 N. 5th,
Pasco, Washington 99301 545-3536

ORDINANCE NO. 10-88

An Ordinance Amending Flood Damage Prevention Ordinance No. 3-87

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

Section 1

The Franklin County Flood Damage Prevention Ordinance No. 3-87, with an effective date of March 30, 1987, is amended as follows:

Section 2

Section 2 - "Definitions", is amended to add the following:

(NEW SECTION) "CRITICAL FACILITY" means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to: schools; nursing homes; hospitals; Ppolice; fire and emergency response installations; installations which produce, use, or store hazardous materials or hazardous wastes.

Section 3

Section 4.3 - "Duties and Responsibilities of the Administration", is amended to read as follows:

(NEW SECTION) 4.3(3) Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.

Section 4

Section 5 - "Provisions for Flood Hazard Reduction", is amended as follows:

1. Section 5.2.1 - "Residential Construction", is amended to read as follows:

   (1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above base flood elevation.

2. Section 5.2.2 - "Nonresidential Construction", is amended to read as follows:

   New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

   (1) Be floodproofed so that below one foot above the base flood level, the structure is watertight with walls substantially impermeable to the passage of water;

3. Section 5.2.3 - "Manufactured Homes", is amended to read as follows:

   All manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is one foot or more above the Base Flood Elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Sections 5.1-1(2). This paragraph applies to manufactured homes to be placed or substantially improved in an expansion to an existing manufactured home park or subdivision. This paragraph does not apply to manufactured homes to be placed or substantially improved in an existing manufactured home park of subdivision except where the repair, reconstruction, or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities, and pads before the repair, reconstruction or improvement has commenced.

4. **(NEW SECTION)** Section 5.2.4 - "Critical Facility", is amended to read as follows:

   Construction of new critical facilities shall be, to the extent possible, located outside the limits of the base flood plain. Construction of new

critical facilities shall be permissible within the base flood plain if no feasible alternative site is available. Critical facilities constructed within the base flood plain shall have the lowest floor elevated to three feet or more above the level of the base flood elevation at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into flood waters. Access routes elevated to or above the level of the base flood plain shall be provided to all critical facilities to the extent possible.

5. Section 5.3 - "Floodways", is amended to read as follows:

(NEW SECTION) 5.3(3) Construction or reconstruction of residential structures is prohibited within designated floodways, except for: (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either: (a) before the repair, reconstruction, or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. Work done on structures to comply with existing health, sanitary, or safety codes or to structures identified as historic places shall not be included in the 50 percent determination.

Section 5

This Ordinance shall be in force and take effect from and after the date of passage and adoption.

PASSED AND ADOPTED THIS 27 **DAY OF** December, **1988.**

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold M Mathews
Chairman

Bruce D Whitmarsh
Member

Attest:

Diane M Taylor
Clerk of the Board

Ken Miller
Member

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 28, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board met with Bruce Gilkeson, Franklin County Engineer. Mr. Gilkeson did not have an agenda. General discussion was held on the stop sign in Big Pasco (roads do not belong to the County); Taylor Flat Road.

Mr. Miller requested a car allowance as he was turning in the County's car. He advised he would be using his private automobile. Mr. Whitemarsh moved that Mr. Miller be reimbursed on a fixed rate basis equal to 99% of the rental rate charged by the Motor Vehicle and Public Works Equipment Fund; Mr. Mathews seconded. Mr. Miller abstained. Resolution No. 88-134 (Exhibit A), Reimbursing District 2 County Commissioner for the use of personal automobile for official travel was adopted by Mr. Whitemarsh and Mr. Mathews.

The Board met with Mr. Butterworth who was interested in the District Court Indigent Attorney position. Mr. Butterworth took a contract with him to review and would get back with the Commissioners.

1:30 p.m. The Board met with Doug Muse, John St. Hilaire, and Lynn Hall. They presented a petition for the forming of an irrigation district in the Smith Canyon area. A public hearing is set for February 8, 1989 at 1:30 p.m. The people feel the need for an irrigation district as the wells are going dry and they cannot pump out of some due to government regulations. Mr. Miller questioned the need for this to go before the Boundary Review Board. At this time there was no definite answer. It would be reviewed. Mr. Miller moved to allow the forming of the district; Mr. Whitemarsh seconded. The Board unanimously approved the petitioners proceeding ahead to form an irrigation district (Exhibit B).

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 28, 1988

Mr. Mathews continued today's hearing until December 29, 1988 to complete unfinished business.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold Mathews
Chairman

Member

Member

Attest:
Clerk of the Board

FRANKLIN COUNTY

RESOLUTION NUMBER 88-134

IN THE MATER OF REIMBURSING DISTRICT 2 COUNTY COMMISSIONER FOR THE USE OF PERSONAL AUTOMOBILE FOR OFFICIAL TRAVEL.

WHEREAS, the 1981 Washington State Legislature amended RCW 42.24.090 (HB 636, Chapter 56, Laws of 1981) to authorize specific payment for use of private automobiles for official travel;

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Franklin County District No. 2 Commissioner be authorized to use his private automobile for all official transportation and payment for said private automobile use shall be made monthly on a fixed rate basis equal to 99% of the rental rate charged by the Motor Vehicle and Public Works Equipment Fund for equivalent vehicles. The terms of this Resolution shall become effective on 1st day of January, 1989.

Dated this 28 day of December, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N. Mathews, Chairman

Bruce D. Whitemarsh, Member

(abstain)
Ken Miller, Member

Attest:

Clerk of the Board

NOTICE OF HEARING ON PETITION TO FORM AN IRRIGATION DISTRICT

NOTICE IS HEREBY GIVEN that a hearing will be conducted by the Board of County Commissioners of Franklin County, Washington, at the office of the County Commissioners located at the Franklin County Courthouse, 1016 North Fourth Avenue, Pasco, Washington, at its regular meeting at 1:30 p.m. o'clock on the 8th day of February, 1989, to consider a petition of landowners for the purpose of organizing an irrigation district to be known as Smith Canyon Irrigation District whose boundary lines will encompass land situated in Townships 10 and 11 North, Range 31, E.W.M., and Township 11 North, Range 30, E.W.M., Franklin County, Washington.

DATED this 28th day of December, 1988.

BOARD OF COUNTY COMMISSIONERS

By: Ida McLaughlin
Clerk
Franklin County, Washington

EXHIBIT B

LIST OF PETITION SIGNATORS:

Maddox & Fielding Partnership by Marion Fielding 2205 West Canal Drive Kennewick, Wash. 99336	Sect. 25, T11N, R30E Sect. 19 & 30, T10N, R30E
Glen L. Coppersmith Connie M. Coppersmith 3200 Kruse Road Pasco, Wash. 99301	Sect. 8 & 9, T10N, R31E
Alice Holzer 110 Hummel Lane Pasco, Washington 99301	SW1/4 Sec. 4, T10N, R31E
Juniper Road Farms Allen Kulp, Manager P.O.A. 1754 Kruse Road Pasco, Washington 99301	S1/2 Sect. 5, Sec. 7, Sect. 8, NW1/4 Sect. 17, T10N, R31E, W.M.
Greer & Wilson Partnership Ronald B. Wilson 633 E. 21 Spokane, Washington 99203	SW1/4 Sect 32, T11N, R31E
Horizon Property Inc. Steve West, Pres. 1701 E. Hillsboro Pasco, Washington 99301	SE1/4 Sect. 24, T11N, R30E
Doug S. Muse Cynthia Muse 733 Bellevue Pasco, Washington 99301	N1/2 Sect. 32, T11N, R31E
St. Hilaire Bros. Partnership By: John F. St.Hilaire Partner Rt. 2 Box 2856 Kennewick, Washington 99337	SE1/4 Sec. 32, T11N, R31E
Glacier Park Company By: Linus L. Tumbleson AVP - Land Management P.O. Box 2267 Pasco, Washington 99302	Sec. 29, & 31, T11N, R31E N1/2 Sec. 5, T10N, R31E

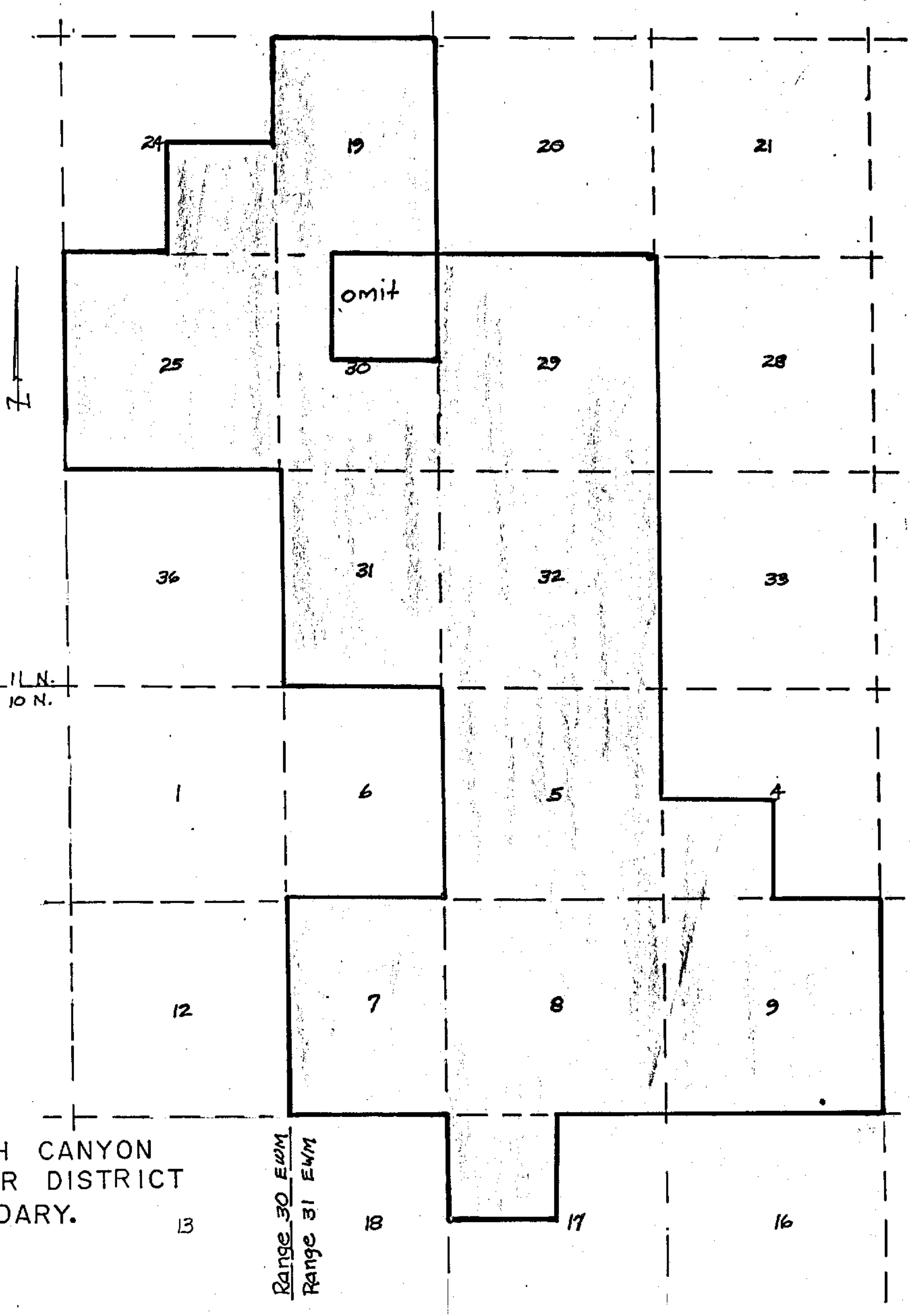
EXHIBIT A

SMITH CANYON IRRIGATION DISTRICT
Legal Description of Boundary

A tract of land situated in Townships 10 and 11 North, Ranges 30 and 31 East, Willamette Meridian, Franklin County, Washington, of which the boundary is more particularly described as follows:

Beginning at the Northwest corner of Section 19, Township 11 North, Range 31, East, W. M. (being the True Point of Beginning) Thence Easterly along the North line of said Section 19 to the Northeast corner thereof; Thence Southerly along the East line of of said Section 19 to the Southeast corner thereof; Thence Westerly along the North line of Section 30, Township 11 North, Range 31 East, W. M. to the Northwest corner of the Northeast quarter of said Section 30; Thence Southerly along the West line of said Northeast quarter to the Southwest corner thereof; Thence Easterly along the South line of said Northeast quarter to the Southeast corner thereof; Thence Northerly along the East line of said Northeast quarter to the Northeast corner thereof;(the Northeast quarter of Section 30, Township 11 North, Range 31 East, W. M. is excluded); Thence Easterly along the North line of Section 29, to the Northeast corner thereof; Thence Southerly along the East line of said Section 29 to the Southeast corner thereof; Thence Southerly along the Easterly line of Section 32, Township 11 North, Range 31 East, W. M. to the Southeast corner thereof; Thence Southerly along the West line of Section 4, Township 10 North, Range 31 East, W. M. to the Northwest corner of the Southwest quarter thereof;Thence Easterly along the North line of said Southwest quarter to the Northeast corner thereof; Thence Southerly along the East line of the Southwest quarter to the Southeast corner thereof; Thence Easterly along the North line of Section 9, Township 10 North, Range 31 East, W. M. to the Northeast corner thereof; Thence Southerly along the East line of said Section 9 to the Southeast corner thereof Thence Westerly along the South line of said Section 9 to the Southwest corner thereof; Thence Westerly along the North line of Section 17, to the Northeast corner of the Northwest quarter thereof; Thence Southerly along the East line of said Northwest quarter to the Southeast corner thereof; Thence Westerly along the South line of said Northwest quarter to the Southwest corner thereof; Thence Northerly along the West line of said Northwest quarter to the Northwest corner thereof; Thence Westerly along the South line of Section 7, Township 10 North,Range 31 East,W. M. , to the Southwest corner thereof; Thence Northerly along the West line of said Section 7 to the Northwest corner thereof; Thence Easterly along the North line of said Section 7 to the Northeast corner thereof; Thence Northerly along the East line of Section 6, , to the Northeast corner thereof; Thence Westerly along the North line of said Section 6 to the Northwest corner thereof;

Thence Northerly along the East line of Section 36, Township 11 NorthRange 30 East, W. M. to the Northeast corner thereof; Thence Westerly along the North line of said Section 36 to the Northwest corner thereof; Thence Northerly along the West line of Section 25, Township 11 North, Range 30 East, W. M. to the Northwest corner thereof; Thence Easterly along the South line of Section 24, Township 11 North, Range 30 East, W. M. to the Southwest corner of the Southeast quarter thereof; Thence Northerly along the West line of said Southeast quarter to the Northwest corner thereof; Thence Easterly along the North line of said Southeast quarter to the Northeast corner thereof; Thence Northerly along the West line of said Section 19, Township 11 North, Range 31 East, W. M. to the Northwest corner thereof; and the True Point of Beginning.


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TOWNSHIP 11 N.
TOWNSHIP 10 N.
Range 30 EWM
Range 31 EWM
SMITH CANYON
WATER DISTRICT
BOUNDARY.

BOND OF PETITIONERS SEEKING TO FORM IRRIGATION DISTRICT
(Smith Canyon Irrigation District)

KNOW ALL MEN BY THESE PRESENTS:

WE,

Maddox & Fielding Partnership
2205 West Canal Drive
Kennewick, WA 99336

Glen L. & Connie M. Coppersmith
3200 Kruse Road
Pasco, WA 99301

Alice Holzer
110 Hummel Lane
Pasco, WA 99301

Juniper Road Farms
1754 Kruse Road
Pasco, WA 99301

Greer & Wilson Partnership
633 E. 21
Spokane, WA 99203

Horison Property Inc.
1701 E. Hillsboro
Pasco, WA 99301

Doug S. & Cynthia Muse
733 Bellevue
Pasco, WA 99301

St. Hilaire Bros. Partnership
Route 2 Box 2856
Kennewick, WA 99337

Glacier Park Company
P. O. Box 2267
Pasco, WA 99302

as Principals and Sureties, are held and firmly bound unto the State of Washington in double the amount of the probable costs of organizing an irrigation district, such sum being $2,500, for payment of which, well and truly to be made, bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND DATED this 19th day of December, 1988.

WHEREAS, the condition of this obligation is that the Principals have filed with the Board of County Commissioners of Franklin County, Washington, a Petition for the formation of an irrigation district.

NOW, THEREFORE, the Principals shall pay all of the costs incurred in connection with said Petition in the event the District shall not be effected, then this obligation shall be void, otherwise it shall remain in full force and effect until formation of said District shall have been effected.

Partnership Marion O. Fielding Mgr
Green & Wilson Mgr
Allen L Cyprus
~~Councie~~

Marion O. Fielding
Ronald B. Wilson
Cynthia W. Muse
Connie M. Copperwaite
Alice Hafen
Allen Kuhn P.O.A. mgr, Juniper Rel Estate

Horizon Prop. Inc. Steve West

Doug L. Muse

St. Hilaire Bros. (Partnership) By: John F. St. Hilaire, Partner

Marin Park Co By Lewis L Jensen

PRINCIPALS
&
SURETIES

APPROVED THIS 28th DAY OF DECEMBER, 1988.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

By: Harold N Mathews
Chairman

Bruce M Whitemarsh
Member

Member

Attest:

Clerk of the Board

PETITION FOR FORMATION OF IRRIGATION DISTRICT
(SMITH CANYON IRRIGATION DISTRICT)

TO: BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

THE UNDERSIGNED, who constitute not less than a majority of the holders of title, or of evidence of title, to land susceptible of irrigation within the boundaries of the hereinafter described real property, hereby respectfully petition the Board of County Commissioners of Franklin County, Washington, for the formation of an irrigation district ("District"), upon the following showing:

ARTICLE I.
DESCRIPTION OF REAL PROPERTY

The real property to be included in the operation of the District, in legal subdivisions or fractions thereof, and the county in which said real property is situated, is as follows:

SEE ATTACHED EXHIBIT A

ARTICLE II.
SOURCE OF SUPPLY/PLAN OF IMPROVEMENT

The capital source or sources of supply and the plan of improvement are that the water supply will be from ground and surface water withdrawn from within the boundaries of the District or other sources and that the water will be withdrawn from wells and from dams, dikes and other appurtenant structures.

ARTICLE III.
NAME OF DISTRICT

The District shall be known and designated as SMITH CANYON IRRIGATION DISTRICT.

ARTICLE IV.
DIRECTORS

The number of directors who shall administer the affairs of the District shall be not less than three (3) nor more than five (5).

WHEREFORE, THE UNDERSIGNED respectfully pray that the Clerk of the Board of County Commissioners of Franklin County, Washington, fix a time and place for a hearing on this Petition and take all steps necessary to organize said District.

DATED: December 19, 1988

NAME	ADDRESS	DESCRIPTION OF REAL PROPERTY OWNED
Mobley-Fuhrley Partnership by Marie Mobley	Fuhrley 2205 West Clark Drive Kennewick, WA 99336	T11N, R30E SEC. 25, 19, & 30 - T11N, R31E, W.M.
Glen H. Coffenmith	3200 Kauer Rd Pasco, Wa	8-T10N R31 9-T10N R31
Connie M. Coffenmith	3200 Kauer Rd. Pasco, Wa.	8-T10N R31 9-T10N R31 3-T10N R31
Alice Slokey	110 Hummel Lane Pasco Wn.	SW¼ 4-10-31
Allen Zuck mgr. POA	1754 Kruse Rd	S½ Sec 5, Sec 7, Sec 8, NW¼ Sec 17 } 10N R-31
Green & Wilson Partnership by	Ronald B. Wilson	SW1/4 Sec 32 11N 31E
Horizon Prop. Inc. Steve West Pres.	1701 E. Hillsboro PASCO, WASH. 99301	#11
Doug L. Muse	1733 Bellevue Dr	NW¼ Sec 32 TWR 31
~~Cynthia K. Muse~~	Pasco Wash	NE¼ Sec 32 TWR 31
St. Hilaire Bros. Partnership by: John F. St. Hilaire Partner	Rt. 2 Box 2856 99337 Kennewick, WA.	SE¼ Sec. 32, T11N, R31 EWM
Glacier Park Co by Brian L. Tuttle	P.O. Box 2267 PASCO, WA. 99302	SEC. 29 & SEC 31, T11N, R31E, WM. N½ SEC. 5, T10N, R31E, W.M.

**The above names, addresses and legal descriptions have been typed for clarification and attached hereto as Exhibit B.

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 29, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member; and Diane McLaughlin, Clerk of the Board.

The Board approved an agreement for employee travel allowance for the Franklin County Treasurer (Exhibit A).

The Treasurer presented an order of cancellation for uncollectible taxes that would be presented to Superior Court.

The Board reviewed changes requested by indigent attorneys on the superior court contract.

Mr. Mathews continued today's meeting to include Friday, December 30, 1988 to work on the indigent attorney contracts.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Ken Miller
Member

Member

Attest:
D D McLaughlin
Clerk of the Board

AGREEMENT FOR EMPLOYEE TRAVEL ALLOWANCE

AGREEMENT entered into on the 29th day of December, 1988, between the County of Franklin, Washington, a municipal corporation, herein referred to as "County", and Valoria Loveland, an employee of the County herein referred to as "Employee".

Employee agrees to provide an automobile not more than eight years of age for her personal use on County Business for travel in and about the Tri-Cities area. The Tri-Cities area means an area within Benton and Franklin Counties.

Employee shall maintain automobile liability insurance at all times in order to qualify for the travel allowance payment provided for herein in the minimum amounts; if the action has resulted in bodily injury or death, exclusive of interest and costs, of not less than $100,000 because of bodily injury or death of one person in any one incident and, subject to said limit for one person, to a limit of not less than $300,000 because of bodily injury to or death of two or more persons in any one accident, and if the accident has resulted in injury to, or destruction of, property to a limit of not less than $25,000 because of injury to or destruction of property of others in any one accident.

County agrees to pay Employee the sum of $200.00 per month to compensate for the use of a private automobile for the above-described travel. Mileage substantially beyond Benton and Franklin Counties may be reimbursed by the County to the Employee at the rate of eighteen and one-half cents per mile by the County's standard expense claim procedure.

This agreement shall be for a term beginning the 1st day of January, 1989, and ending on the 31st day of December 1989.

IN WITNESS WHEREOF the parties have executed this Agreement the day of the year first written above.

EMPLOYEE:

Valoria H. Loveland

Valoria H. Loveland

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold D. Mathews
Chairman

Bruce D. Whitehead
Member

Member

Attest:

Clerk of the Board

COMMISSIONERS RECORD 30
FRANKLIN COUNTY
Commissioners' Proceeding for December 30, 1988

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Harold Mathews, Chairman; Bruce Whitemarsh, Member; Ken Miller, Member.

The Board reviewed and approved two District Court Indigent Attorney contracts: Mr. C. Harlan Johnson and Mr. Eric M. Butterworth (Exhibits A and B respectively).

Verbal agreement was reach with three Superior Court indigent attorneys. The contract will be revised and ready for signature on January 3, 1989.

There being no further business the Franklin County Board of Commissioners meeting was adjourned until January 3, 1989.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Harold N Mathews
Chairman

Ken Miller
Member

Member

Attest:
D M McLaughlin
Clerk of the Board

AGREEMENT TO REPRESENT INDIGENT PERSONS IN THE

FRANKLIN COUNTY COURTS

THIS AGREEMENT, made and executed this 30th day of December, 1988 by and between the County of Franklin, State of Washington, a municipal corporation, hereinafter referred to as County, and C. Harlan Johnson, an attorney at law, hereinafter referred to as Attorney, WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is hereby agreed by the parties as follows:

(1) Attorney hereby represents that said Attorney is now, and will during the period of this Agreement, maintain offices for the practice of law at 1925 N. 24th 20th Suite B Pasco Washington 99302, phone number (509) 547 7400, and will during the period of this contract maintain an office and phone at said address or some other place within the Tri-City area.

(2) Attorney further represents that said Attorney is duly licensed to practice law within the State of Washington and will perform all services hereunder in accordance with the usual skills and professional ethical standards of attorneys engaged in the defense of criminal actions generally employed by members of the Washington State Bar Association regularly practicing in Benton and Franklin Counties.

(3) It is contemplated that County will enter into identical contracts with ___ other attorneys. Appointment shall be made by the Court on such a basis as to equalize appointments of said attorneys. Nothing herein contained shall be construed to require Attorney to accept an appointment which would create a conflict of duties for such attorney, or to otherwise violate any recognized ethical or professional standards common to attorneys in the State of Washington or Benton and Franklin Counties.

(4) Attorney, during the full term of this contract, agrees to accept such appointments to represent persons on any matter in Franklin County District or Superior Courts for which publicly provided counsel is required by law as set forth below:

(a) All non-felony matters in District Court.

(b) All appeals or statutory writs from District Court or any Municipal Court filed in Superior Court.

(c) Two felony cases whether filed in District or Superior Court. A case initially filed as a felony in District Court and later filed as a felony in Superior Court shall count as one case.

(d) Four material witness cases filed in Superior Court.

Attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect any appeal or statutory writ to a higher court, including, where applicable, the appointment of counsel. In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this agreement, the Attorney shall continue to represent such person in that other court with no additional compensation.

(5) In addition to the services as set forth in (4) hereinabove, Attorney shall be reasonably available for and accept telephone calls from persons in custody on a non-felony matter who are entitled to make such calls under Washington State Court Rules, applicable statutes, decisional law of Washington State or Federal Courts applicable to Washington State, the Washington State Constitution or United States Constitution or other applicable law. Attorney shall provide necessary representation to those persons who shall so contact him at all stages and proceedings as shall be required under applicable law. Upon a subsequent determination that said person is eligible for court-appointed counsel and the appointment of Attorney by the court, Attorney shall continue to represent such person at and through all court proceedings as set forth in (4) above.

Attorney shall provide in writing to the Franklin County Commissioners, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, with copies to the Franklin County Prosecuting Attorney, P. O. Box 116Ø, Pasco, WA 993Ø1, the Franklin County Sheriff, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, the Chief of Police, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, the Connell Chief of Police,

Connell Police Dept., City Hall, Connell, WA 99326, the Commander of the Washington State Patrol, Kennewick Detachment, Route 7, Box 12450, Kennewick, WA 99337, the Administrator for the Juvenile Justice Center for Benton-Franklin Counties, 5606 W. Canal Place, Kennewick, WA 99336, the Fish and Game Enforcement Officers for Franklin County at the Washington State Patrol Office, Route 7, Box 12450, Kennewick, Washington 99336 and any other law enforcement agency later designated in writing by the Franklin County Prosecuting Attorney or by a Superior or District Court Judge of Franklin County the Attorney's office telephone number and home telephone number or other number where a person may telephone and make contact with said Attorney. Attorney shall provide this information at the time of entering into this contract and shall provide written notice of any changes in the same manner as set forth above. A telephone number for Attorney that reaches a message service or recording does not comply with this rule unless the message service volunteers to put the person calling in immediate contact with Attorney at Attorney's home or office or other location. Attorney shall be responsible for informing law enforcement agencies how he/she may be contacted by telephone by persons in custody requesting to speak with a lawyer.

It is understood that all law enforcement agencies enforcing violations of the law occurring in Franklin County that would be in the jurisdiction of Franklin County Superior or District shall maintain a list containing the name and telephone number(s) of all Attorneys executing like contracts to this which list shall be made available along with the local telephone listing of lawyers to persons in custody requesting to contact a lawyer. The list of attorneys executing like contracts shall be identified as the public defender list or those lawyers the court appoints to those who cannot afford one.

(6) This contract shall commence upon the 1st day of January, 1989, and shall continue until and including the 31st day of December, 1989, PROVIDED, HOWEVER, that Attorney shall continue to represent all those defendants which Attorney has been appointed to represent through the conclusion of the cause of matter for which appointed even though such representation shall require Attorney to perform such service and representation subsequent to the date of termination of this contract.

(7) As consideration for the representation which

Attorney shall provide hereunder, County shall pay Attorney the sum of $ 6800.00 per year in equal monthly installments to be paid not later than the 15th day of the month following each month in which services were rendered.

(8) It is recognized by the parties that in certain unusual circumstances there may arise the need for Attorney to incur certain out-of-pocket expenses for items such as but not limited to, fees for a private investigator, an interpreter, scientific fees, expert witness fees and actual costs of travel, meals and lodging. Payment or reimbursement for the same shall not be prohibited, PROVIDED, HOWEVER, no such expenses shall be incurred by or reimbursed to Attorney unless the same shall first have been determined to be a necessary and reasonable expenditure and an order is obtained from the Court authorizing such expenditure. Whenever possible such order shall provide a specific amount as the authorized expenditure, or where the same is not possible, such order shall provide authorization for the expenditure in such amount as shall be necessary but not to exceed a specified sum.

(9) It is recognized by the parties that certain matters to which Attorney may be appointed by the Superior Court may require an inordinate amount of time or responsibility, or both. In such cases Attorney may request the presiding judge to appoint one additional attorney to assist in such manner. Such attorney, unless prevented by conflict of interest, shall be appointed in like manner as any other appointment. Examples of matters which may call for such appointments are Aggravated Murder, or any Class A felony which the Court shall deem to be either factually or legally complicated and involved. The Presiding Judge, or the Judge assigned to try the case in the event such an assignment has been made, shall be the final judge as to whether more than one attorney shall be so appointed. It is the intent of the parties hereto that the appoint-ment of an additional attorney shall be made wherein the same shall be necessary to prevent any attorney on the panel from performing an inordinately greater amount of work or accepting an inordinately greater responsibility than the other members of the panel.

(10) It shall be the duty of the court to determine the eligibility of any particular defendant for representation under the terms of this contract. Should Attorney discover that such defendant may not be eligible under the standards as adopted by the Court, such Attorney shall

notify the Court who will then make the determination as to eligibility. Should such defendant be determined to be ineligible for representation provided under this contract, the previously made appointment of Attorney shall be rescinded and defendant shall be required to retain his own counsel. In no event shall Attorney accept retained representation of any defendant on any matter for which such attorney has been appointed to defend such defendant under this contract unless said defendant shall first request the Court to permit Attorney to represent him upon a retained basis. Nothing contained in this contract, however, shall prohibit Attorney from accepting employment by any defendant in a criminal action for which Attorney has not been appointed to defend such defendant, or accepting employment from a defendant for which Attorney has been so appointed to handle matters for which Attorney has not been so appointed.

(11) Attorney hereby agrees to indemnify and hold harmless County, its officers, employees, and agents, to the extent of the insurance coverage set forth in Paragraph 12 for any and all claims, demands, suits or actions whatsoever arising out of or by reason of Attorney's performance or failure to perform in the representation of any person under the terms of this contract.

(12) During the full term of this contract and extended period during which Attorney shall be performing any duties imposed by this contract, Attorney shall maintain at Attorney's own expense a professional liability policy providing coverage of not less than $100,000.00 per claim and not less than $250,000.00 in the aggregate during the policy term and covering Attorney's liability for all errors and omissions of said Attorney committed in the course of the performance of this contract. Such policy shall be one lawfully meeting all requirements for issuance within the State of Washington and be issued by an insurance carrier authorized to do business in the State of Washington. Proof of the existence of such insurance policy and assurance by said Company of notice to County of any cancellation thereof during the period of this contract shall be submitted by Attorney to County within thirty (30) days of the inception of this Agreement.

(13) In the event either Court, for any reason whatsoever, shall cease to appoint Attorney to represent those persons as provided herein, this contract shall terminate

as of the date of such order of the Court and Attorney shall be entitled to no further compensation hereunder, PROVIDED, HOWEVER, Attorney shall be paid for all service up to the date of such order. In the event such cessation of appointment shall arise by reason of unethical or unprofessional conduct, or the breach of this contract, by Attorney, and the Court shall determine that the circumstances requiring such cessation of appointment shall also require a substitution of appointed counsel for one or more persons for whom Attorney has been appointed, in addition to any damages for said breach Attorney shall be liable to County for any additional expense incurred by County for such re-appointments.

(14) It is understood that Attorney is acting as and shall be an independent contractor hereunder, and County shall in no manner have the authority or duty to supervise the performance of Attorney in carrying out his professional duties hereunder. Attorney, however, shall be subject to discipline and supervision by the Court, as any attorney appearing before said Court would be, acting as an officer of said Court. It is also understood by the parties that this contract is not intended and shall not be interpreted in such manner as to interfere in any manner with the inherent power of the Court, acting in its judicial capacity, to administer and maintain the proper functioning of the Court.

(15) No other person shall perform any of the services required of Attorney by this agreement nor shall Attorney assign or sub-contract his responsibility for performance of this agreement. Attorney may, however, at his or her own expense, arrange for a temporary substitute lawyer to handle any short hearings or matter in individual cases for which (s)he is unavailable. Such substitution shall be made only with the express permission of the Court and client and made a part of the Court record.

(16) If, due to a conflict of interest, Attorney cannot represent a person on a matter to which (s)he is appointed or could be appointed as a result of their personal relationship or to another Attorney who has a contract with Franklin County to represent persons for whom publicly provided counsel is required by law, Attorney shall be jointly and severally liable to County with the Attorney(s) with whom the relationship exists for the cost of providing legal representation in said matter in the event no other lawyer having a like contract with Franklin

County can be appointed to provide representation to such person.

Attorney shall not be a partner with or an employee of the same professional service corporation as any other lawyer having a contract with Franklin County to represent persons for whom publicly provided counsel is required by law.

Attorney shall not accept appointments for defense or prosecution or enter into a contract to perform criminal defense or prosecution services in any other Court, except that Attorney may accept appointments from or contract for defense services in Pasco Municipal Court. However, if Attorney does perform said defense services in Pasco Municipal Court, County shall have the right to terminate this Agreement without cause upon ninety (90) days written notice to Attorney.

Attorney shall not serve in any judicial capacity, including Judge Pro Tem or Court Commissioner in any state or municipal court in or of Franklin County on any criminal, juvenile, or infraction matter.

Attorney shall not serve in any judicial capacity, including Judge Pro Tem or Court Commissioner in any case in which Franklin County is a party or the State is a party and is represented by the Office of Franklin County Prosecuting Attorney or Special Deputy thereof.

(17) The parties contemplate that the sales tax now in effect in the State of Washington may be extended by the State legislature to apply to services such as those provided under this contract by Attorney. In that event, the parties agree:

(a) Payments to Attorney set out in paragraph (7) of this agreement shall be increased to an amount to be agreed upon at the time that such extension of the sales tax may be passed into law; and

(b) County shall pay to Attorney, in addition to the contract amounts contained in paragraph (7), an amount equal to the sales tax applicable to the contract.

(18) Franklin County shall have the right to terminate this Agreement upon ten (10) days written notice to the attorney in the event the attorney fails to comply

with any of the provisions of this Agreement. This remedy shall be in addition to such other remedies as Franklin County may have for failure to comply with any provision of this Agreement and shall not excuse Attorney from continuing to represent those persons to whom he was previously appointed as provided in paragraph (6).

(19) This Agreement constitutes the entire Agreement of the parties hereto and no amendment, modification or other change shall be effective unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

C. Harlan Johnson

C. Harlan Johnson

January 3, 1989, subject to objections raised in letter of transmittal

FRANKLIN COUNTY, WASHINGTON
A Municipal Corporation

By: Harold N. Mathews
Chairman, Board of
County Commissioners

Bruce D. Whitemarsh
Member, Board of
County Commissioners

Member, Board of
County Commissioners

AGREEMENT TO REPRESENT INDIGENT PERSONS IN THE

FRANKLIN COUNTY COURTS

THIS AGREEMENT, made and executed this 30th day of December, 1988 by and between the County of Franklin, State of Washington, a municipal corporation, hereinafter referred to as County, and Eric M. Butterworth, an attorney at law, hereinafter referred to as Attorney, WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is hereby agreed by the parties as follows:

(1) Attorney hereby represents that said Attorney is now, and will during the period of this Agreement, maintain offices for the practice of law at 7601 W. Clearwater Suite 104 Kennewick Washington 99336, phone number (509) 783-9300, and will during the period of this contract maintain an office and phone at said address or some other place within the Tri-City area.

(2) Attorney further represents that said Attorney is duly licensed to practice law within the State of Washington and will perform all services hereunder in accordance with the usual skills and professional ethical standards of attorneys engaged in the defense of criminal actions generally employed by members of the Washington State Bar Association regularly practicing in Benton and Franklin Counties.

(3) It is contemplated that County will enter into identical contracts with / other attorneys. Appointment shall be made by the Court on such a basis as to equalize appointments of said attorneys. Nothing herein contained shall be construed to require Attorney to accept an appointment which would create a conflict of duties for such attorney, or to otherwise violate any recognized ethical or professional standards common to attorneys in the State of Washington or Benton and Franklin Counties.

(4) Attorney, during the full term of this contract, agrees to accept such appointments to represent persons on any matter in Franklin County District or Superior Courts for which publicly provided counsel is required by law as set forth below:

(a) All non-felony matters in District Court.

(b) All appeals or statutory writs from District Court or any Municipal Court filed in Superior Court.

(c) Two felony cases whether filed in District or Superior Court. A case initially filed as a felony in District Court and later filed as a felony in Superior Court shall count as one case.

(d) Four material witness cases filed in Superior Court.

Attorney's duties shall also include the preparation and filing of all pleadings necessary to perfect any appeal or statutory writ to a higher court, including, where applicable, the appointment of counsel. In the event a change of venue is granted to a person for whom the attorney is to provide representation pursuant to this agreement, the Attorney shall continue to represent such person in that other court with no additional compensation.

(5) In addition to the services as set forth in (4) hereinabove, Attorney shall be reasonably available for and accept telephone calls from persons in custody on a non-felony matter who are entitled to make such calls under Washington State Court Rules, applicable statutes, decisional law of Washington State or Federal Courts applicable to Washington State, the Washington State Constitution or United States Constitution or other applicable law. Attorney shall provide necessary representation to those persons who shall so contact him at all stages and proceedings as shall be required under applicable law. Upon a subsequent determination that said person is eligible for court-appointed counsel and the appointment of Attorney by the court, Attorney shall continue to represent such person at and through all court proceedings as set forth in (4) above.

Attorney shall provide in writing to the Franklin County Commissioners, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, with copies to the Franklin County Prosecuting Attorney, P. O. Box 116Ø, Pasco, WA 993Ø1, the Franklin County Sheriff, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, the Chief of Police, Franklin County Courthouse, 1Ø15 N. Fifth Street, Pasco, WA 993Ø1, the Connell Chief of Police,

Connell Police Dept., City Hall, Connell, WA 99326, the Commander of the Washington State Patrol, Kennewick Detachment, Route 7, Box 12450, Kennewick, WA 99337, the Administrator for the Juvenile Justice Center for Benton-Franklin Counties, 5606 W. Canal Place, Kennewick, WA 99336, the Fish and Game Enforcement Officers for Franklin County at the Washington State Patrol Office, Route 7, Box 12450, Kennewick, Washington 99336 and any other law enforcement agency later designated in writing by the Franklin County Prosecuting Attorney or by a Superior or District Court Judge of Franklin County the Attorney's office telephone number and home telephone number or other number where a person may telephone and make contact with said Attorney. Attorney shall provide this information at the time of entering into this contract and shall provide written notice of any changes in the same manner as set forth above. A telephone number for Attorney that reaches a message service or recording does not comply with this rule unless the message service volunteers to put the person calling in immediate contact with Attorney at Attorney's home or office or other location. Attorney shall be responsible for informing law enforcement agencies how he/she may be contacted by telephone by persons in custody requesting to speak with a lawyer.

It is understood that all law enforcement agencies enforcing violations of the law occurring in Franklin County that would be in the jurisdiction of Franklin County Superior or District shall maintain a list containing the name and telephone number(s) of all Attorneys executing like contracts to this which list shall be made available along with the local telephone listing of lawyers to persons in custody requesting to contact a lawyer. The list of attorneys executing like contracts shall be identified as the public defender list or those lawyers the court appoints to those who cannot afford one.

(6) This contract shall commence upon the 1st day of January, 1989, and shall continue until and including the 31st day of December, 1989, PROVIDED, HOWEVER, that Attorney shall continue to represent all those defendants which Attorney has been appointed to represent through the conclusion of the cause of matter for which appointed even though such representation shall require Attorney to perform such service and representation subsequent to the date of termination of this contract.

(7) As consideration for the representation which

Attorney shall provide hereunder, County shall pay Attorney the sum of $ 1680.00 per year in equal monthly installments to be paid not later than the 15th day of the month following each month in which services were rendered.

(8) It is recognized by the parties that in certain unusual circumstances there may arise the need for Attorney to incur certain out-of-pocket expenses for items such as but not limited to, fees for a private investigator, an interpreter, scientific fees, expert witness fees and actual costs of travel, meals and lodging. Payment or reimbursement for the same shall not be prohibited, PROVIDED, HOWEVER, no such expenses shall be incurred by or reimbursed to Attorney unless the same shall first have been determined to be a necessary and reasonable expenditure and an order is obtained from the Court authorizing such expenditure. Whenever possible such order shall provide a specific amount as the authorized expenditure, or where the same is not possible, such order shall provide authorization for the expenditure in such amount as shall be necessary but not to exceed a specified sum.

(9) It is recognized by the parties that certain matters to which Attorney may be appointed by the Superior Court may require an inordinate amount of time or responsibility, or both. In such cases Attorney may request the presiding judge to appoint one additional attorney to assist in such manner. Such attorney, unless prevented by conflict of interest, shall be appointed in like manner as any other appointment. Examples of matters which may call for such appointments are Aggravated Murder, or any Class A felony which the Court shall deem to be either factually or legally complicated and involved. The Presiding Judge, or the Judge assigned to try the case in the event such an assignment has been made, shall be the final judge as to whether more than one attorney shall be so appointed. It is the intent of the parties hereto that the appoint-ment of an additional attorney shall be made wherein the same shall be necessary to prevent any attorney on the panel from performing an inordinately greater amount of work or accepting an inordinately greater responsibility than the other members of the panel.

(10) It shall be the duty of the court to determine the eligibility of any particular defendant for representation under the terms of this contract. Should Attorney discover that such defendant may not be eligible under the standards as adopted by the Court, such Attorney shall

notify the Court who will then make the determination as to eligibility. Should such defendant be determined to be ineligible for representation provided under this contract, the previously made appointment of Attorney shall be rescinded and defendant shall be required to retain his own counsel. In no event shall Attorney accept retained representation of any defendant on any matter for which such attorney has been appointed to defend such defendant under this contract unless said defendant shall first request the Court to permit Attorney to represent him upon a retained basis. Nothing contained in this contract, however, shall prohibit Attorney from accepting employment by any defendant in a criminal action for which Attorney has not been appointed to defend such defendant, or accepting employment from a defendant for which Attorney has been so appointed to handle matters for which Attorney has not been so appointed.

(11) Attorney hereby agrees to indemnify and hold harmless County, its officers, employees, and agents, to the extent of the insurance coverage set forth in Paragraph 12 for any and all claims, demands, suits or actions whatsoever arising out of or by reason of Attorney's performance or failure to perform in the representation of any person under the terms of this contract.

(12) During the full term of this contract and extended period during which Attorney shall be performing any duties imposed by this contract, Attorney shall maintain at Attorney's own expense a professional liability policy providing coverage of not less than $100,000.00 per claim and not less than $250,000.00 in the aggregate during the policy term and covering Attorney's liability for all errors and omissions of said Attorney committed in the course of the performance of this contract. Such policy shall be one lawfully meeting all requirements for issuance within the State of Washington and be issued by an insurance carrier authorized to do business in the State of Washington. Proof of the existence of such insurance policy and assurance by said Company of notice to County of any cancellation thereof during the period of this contract shall be submitted by Attorney to County within thirty (30) days of the inception of this Agreement.

(13) In the event either Court, for any reason whatsoever, shall cease to appoint Attorney to represent those persons as provided herein, this contract shall terminate

as of the date of such order of the Court and Attorney shall be entitled to no further compensation hereunder, PROVIDED, HOWEVER, Attorney shall be paid for all service up to the date of such order. In the event such cessation of appointment shall arise by reason of unethical or unprofessional conduct, or the breach of this contract, by Attorney, and the Court shall determine that the circumstances requiring such cessation of appointment shall also require a substitution of appointed counsel for one or more persons for whom Attorney has been appointed, in addition to any damages for said breach Attorney shall be liable to County for any additional expense incurred by County for such re-appointments.

(14) It is understood that Attorney is acting as and shall be an independent contractor hereunder, and County shall in no manner have the authority or duty to supervise the performance of Attorney in carrying out his professional duties hereunder. Attorney, however, shall be subject to discipline and supervision by the Court, as any attorney appearing before said Court would be, acting as an officer of said Court. It is also understood by the parties that this contract is not intended and shall not be interpreted in such manner as to interfere in any manner with the inherent power of the Court, acting in its judicial capacity, to administer and maintain the proper functioning of the Court.

(15) No other person shall perform any of the services required of Attorney by this agreement nor shall Attorney assign or sub-contract his responsibility for performance of this agreement. Attorney may, however, at his or her own expense, arrange for a temporary substitute lawyer to handle any short hearings or matter in individual cases for which (s)he is unavailable. Such substitution shall be made only with the express permission of the Court and client and made a part of the Court record.

(16) If, due to a conflict of interest, Attorney cannot represent a person on a matter to which (s)he is appointed or could be appointed as a result of their personal relationship or to another Attorney who has a contract with Franklin County to represent persons for whom publicly provided counsel is required by law, Attorney shall be jointly and severally liable to County with the Attorney(s) with whom the relationship exists for the cost of providing legal representation in said matter in the event no other lawyer having a like contract with Franklin

County can be appointed to provide representation to such person.

Attorney shall not be a partner with or an employee of the same professional service corporation as any other lawyer having a contract with Franklin County to represent persons for whom publicly provided counsel is required by law.

Attorney shall not accept appointments for defense or prosecution or enter into a contract to perform criminal defense or prosecution services in any other Court, except that Attorney may accept appointments from or contract for defense services in Pasco Municipal Court. However, if Attorney does perform said defense services in Pasco Municipal Court, County shall have the right to terminate this Agreement without cause upon ninety (90) days written notice to Attorney.

Attorney shall not serve in any judicial capacity, including Judge Pro Tem or Court Commissioner in any state or municipal court in or of Franklin County on any criminal, juvenile, or infraction matter.

Attorney shall not serve in any judicial capacity, including Judge Pro Tem or Court Commissioner in any case in which Franklin County is a party or the State is a party and is represented by the Office of Franklin County Prosecuting Attorney or Special Deputy thereof.

(17) The parties contemplate that the sales tax now in effect in the State of Washington may be extended by the State legislature to apply to services such as those provided under this contract by Attorney. In that event, the parties agree:

(a) Payments to Attorney set out in paragraph (7) of this agreement shall be increased to an amount to be agreed upon at the time that such extension of the sales tax may be passed into law; and

(b) County shall pay to Attorney, in addition to the contract amounts contained in paragraph (7), an amount equal to the sales tax applicable to the contract.

(18) Franklin County shall have the right to terminate this Agreement upon ten (10) days written notice to the attorney in the event the attorney fails to comply

with any of the provisions of this Agreement. This remedy shall be in addition to such other remedies as Franklin County may have for failure to comply with any provision of this Agreement and shall not excuse Attorney from continuing to represent those persons to whom he was previously appointed as provided in paragraph (6).

(19) This Agreement constitutes the entire Agreement of the parties hereto and no amendment, modification or other change shall be effective unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Eric M. Butterworth

FRANKLIN COUNTY, WASHINGTON
A Municipal Corporation

By: Harold D. Mathews
Chairman, Board of
County Commissioners

Bruce W. Leonard
Member, Board of
County Commissioners

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