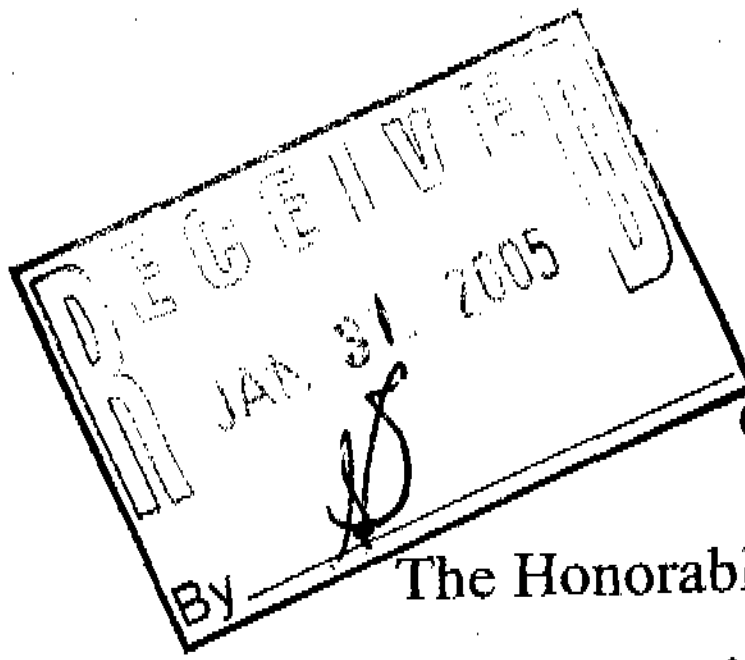


COMMISSIONERS RECORD 46
FRANKLIN COUNTY

Commissioners' Proceeding for January 5, 2005



The Honorable Board of Franklin County Commissioners met on the above date.

Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; and Patricia Shults, Pro-Tem Clerk to the Board.

OFFICE BUSINESS

Consent Agenda

Motion - Mrs. Corkrum: I move for approval of the consent agenda:

1. Approval of **Resolution 2005-010** for intra budget transfers totaling \$3,400 within the **2004** Current Expense Printing Budget, Number 001-000-460, as follows:
 - \$1,300 from line item 518.70.48.0003 (Repairs and Maintenance – Press) to line item 518.70.31.0002 (Paper).
 - \$2,100 from line item 518.70.31.0001 (Office & Operating Supplies) to line item 518.70.31.0002 (Paper). (Exhibit 1)
2. Approval of **Resolution 2005-011** for intra budget transfers totaling \$2,980 within the **2004** Current Expense Treasurer Budget, Number 001-000-650, as follows:
 - \$80 from line item 514.22.43.0000 (Travel) to line item 514.22.49.0001 (Dues & Subscriptions).
 - \$900 from line item 514.22.43.0000 (Travel) to line item 514.22.49.0000 (Printing & Binding).
 - \$2,000 from line item 514.22.43.0000 (Travel) to line item 514.22.31.0000 (Office & Operating Supplies). (Exhibit 2)
3. Approval of **Resolution 2005-012** for an intra budget transfer in the amount of \$60 within the **2004** Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.45.0001 (Equipment Rental) to line item 524.20.49.0003 (Tuition/Schooling). (Exhibit 3)
4. Approval of **Resolution 2005-013** for an intra budget transfer in the amount of \$75 within the **2004** Current Expense Planning & Building Budget, Planning Department, Number 001-000-130, from line item 558.10.41.0001 (Hearing Examiner) to line item 558.10.41.0002 (Professional Services - Fire Marshal). (Exhibit 4)
5. Approval of **Resolution 2005-014** for the Workforce Investment Act Service Provider Contract (CFDA #17.258; 17.259; 17.260) between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B Dropout Prevention and Intervention Project in the amount of \$104,733, effective

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

December 1, 2004 through March 31, 2006, and to authorize the Chairman to sign said contract on behalf of the Board. (Exhibit 5)

6. Approval of **Resolution 2005-015** for disposal of the following property as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Treasurer, in conjunction with RCW 36.32.210 (inventory):
- Sharp Calculator – CS-1680 - 58003367
 - Sharp Calculator – QS-2760A - 2D024540
 - Sharp Calculator – QS-2770A – 0D002693
 - Sharp Calculator – QS-2770A - 9D004097
 - Sharp Calculator – QS-2760A - 4D003456 (Exhibit 6)
7. Approval of **Resolution 2005-016** to rescind Resolution 2004-014 and approve raising the mileage rate for travel to \$.405 cents per mile effective January 1, 2005. (Exhibit 7)

Second by Mr. Koch. 3:0 vote in favor

Vouchers

Clerk's note: The AS400 system malfunctioned, creating the next Current Expense warrant number as 94634 instead of 43240. The system has since been fixed and numbers will go back to 43240 for the next Current Expense warrant.

Motion - Mrs. Corkrum: I move approval of **2004** vouchers in the amount of \$240,925.48: Current Expense warrants 43190 through 43239 for \$33,624.22; Current Expense warrants 94634 through 94688 for \$21,226.42; TRAC Operations warrants 8045 through 8089 for \$52,311.01; TRAC Operations warrants 8090 through 8118 for \$24,594.44; RV Facility warrants 92 through 96 for \$37,630.50; RV Facility warrant 97 for \$39.11; Election Equipment Revolving warrants 253 through 258 for \$34,288.28; Law Library warrants 924 through 925 for \$5,662.41; Enhanced 911 warrants 971 through 978 for \$16,111.96; Auditor O&M warrants 313 through 314 for \$1,231.59; Veteran's Assistance warrants 1207 through 1212 for \$2,203.36; and Jail Commissary warrants 2003 through 2009 for \$12,002.18; for a total of \$240,925.48. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

PLANNING & BUILDING DEPARTMENT

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Planning & Building Director Jerrod MacPherson and Assistant Director Greg Wendt met with the Board.

PUBLIC MEETINGS:

VAR 2004-01 - a variance application to construct an attached garage that will encroach five (5) feet into the front yard setback. As proposed the garage will be attached to the existing home and be approximately 22' x 20' in size. The property is approximately 0.32 acres in size and is zoned Residential Suburban 20,000 (R-S-20). Applicants Mike and Peggy Fitzpatrick.

Public meeting convened at 9:15 am with no new testimony taken. Present: Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Patricia Shults, Pro-Tem Clerk to the Board; Planning & Building Director Jerrod MacPherson and Assistant Director Greg Wendt. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 9).

Mr. MacPherson reviewed the parcel boundary map with the Board.

Mrs. Corkrum asked if there were any objections from the neighbors. Mr. MacPherson said there were no objections and no telephone calls and the neighbors at 2305 Road 56 came into the public hearing to support the application.

Motion - Mr. Koch: I make a motion for approval of variance application VAR-2004-01, subject to the six findings of fact and two conditions. Second by Mrs. Corkrum. 3:0 vote in favor. (Resolution 2005-017) (Exhibit 10)

CUP-2004-16 - a Conditional Use Permit for an existing feed lot (cattle) operation. A CUP is required for all feedlot operations exceeding a maximum head count size of 1,000. The property is located in the Agricultural-Production (A-P) Zoning District. Applicant Jeff Curtis.

Public meeting convened at 9:21 am with no new testimony taken. Present: Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; Patricia Shults, Pro-Tem Clerk to the Board; Planning & Building Director Jerrod MacPherson and Assistant Director Greg Wendt. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 11).

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Mr. MacPherson reviewed the 2002 aerial map, with the City of Connell incorporated limits identified as well as the Urban Growth Boundary.

Mr. Wendt read the six findings of fact and nine conditions.

Motion – Mrs. Corkrum: I move we grant approval to Conditional Use Permit Application CUP-2004-16, subject to the six findings of fact and nine conditions. Second by Mr. Koch. 3:0 vote in favor. (Resolution 2005-018) (Exhibit 12)

Williams Northwest Pipeline Towers

Mr. MacPherson asked if the Board was familiar with Ivy Glades at the northwest intersection of Road 76 and Court Street. The Planning Department has done several conditional use permits for Williams Northwest Pipeline for upgrading their pipeline and changing valve locations. As part of that, Williams Northwest Pipeline notified us that there were new Federal Energy Regulatory Commission safety guidelines. They need to have some sort of communication facility to communicate between stations. It would involve a tower location at each of their fenced-off areas. At Road 76 and Court Street, they need to install a 34 foot high, 12 inch wide lattice tower. The problem is that we don't have the mechanism to allow communication towers in a Residential Zone.

Mr. Wendt indicated Williams Northwest Pipeline discussed this with the City of Pasco, who in turn asked for a letter stating that the federal government is requiring them to do this. We requested submittal of the same letter to the County.

Mr. Wendt indicated they could probably make them go back to a conditional use permit, because they want to do this at all three of their sites: Road 76, TRAC and Connell. Mr. MacPherson indicated that the federal government is mandating Williams Northwest Pipeline to do it according to federal guidelines and Franklin County does not have a provision for it.

Mrs. Corkrum said she would still require a conditional use permit, so the County would have something on record.

Neff Road

Mr. Koch was approached yesterday by Butch Wiswall. He explained the problem with Neff Jones Road, which is a six-mile gravel road that runs parallel between

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Pasco-Kahlotus Road and the river. There are four landowners that border the road. They are having so many problems with poaching and rustling and destruction of property. They are considering privatizing the road and letting the farmers take it back.

Mrs. Corkrum indicated they could petition to vacate the road. Mr. Bowen played devil's advocate. He said, you have four property owners that agree to vacating the road now, but then one of them sells. Then you have the one that sold saying, you're not coming across my property, then they lose access through the area.

Mr. Brock indicated that private roads usually have problems. The biggest problem with private roads is who maintains it.

Mrs. Corkrum indicated it could be a stipulation in the vacation process of how it is handled when a parcel is sold. The families usually hand the property down from generation to generation. Mr. Koch agreed that he didn't think that ground would ever sell in their lifetime.

Mr. Brock indicated the Board would need to get some clarification on the vacation process. Mr. Bowen suggested the Board talk to Mr. Fife when he comes in to meet with the Board.

TRAC

Food Services

Mrs. Corkrum asked why there is Food Services/Hotel Capital out of the TRAC Construction funding. Mr. Bowen indicated that in order to maintain the banquets and that sort of thing, and with them using the kitchen and hiring TRAC, the County had to purchase the equipment to accommodate those types of events.

Mrs. Corkrum said the title "Food Services" was misleading.

COUNTY ENGINEER

County Engineer Tim Fife met with the Board.

2005 Work Plan

Mr. Fife presented the 2005 Work Plan to the Board for their review prior to approval.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Motion – Mr. Koch: I make a motion to accept the Work Plan 2005 as presented.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 13)

Corps of Engineers Encroachments

Mr. Fife received a letter from Archaeological Investigations Northwest, Inc., stating they were available and interested in assisting the County in conducting an on-site inspection and preparing a damage assessment for an encroachment onto Walla Walla District, U.S. Army Corps of Engineers lands near Pasco. (Exhibit 14)

Mrs. Corkrum stated that it shouldn't cost the County anything. Mr. Fife stated (jokingly) for the County to send a letter saying that the County was not going pay, that we're not in compliance with the lease, and if the Corps wants to take the lease away because we're not in compliance to go ahead. Mrs. Corkrum stated that is just exactly what she would say.

Mr. Fife suggested that the Board consult with their attorney in that regard, because the attorney was the one that told him to proceed because we're required to by the lease. The prosecutor wants to stay in good graces with the Corps.

Mr. Brock stated that the County would be out of the lease by the first of September.

Mr. Fife indicated that the budget did not include funding for this inspection. Mr. Brock stated that they would address the funding later.

Motion – Mrs. Corkrum: I move to approve the archaeological investigation for the damage done on our rivershore for Chiawana Park, not to exceed \$3,650. Second by Mr. Koch. 3:0 vote in favor. (Resolution 2005-019) (Exhibit 15)

Salmon

Mr. Fife indicated he received a letter from the Franklin Conservation District regarding use of Chiawana Park as the release site of Salmon in the Classroom Project. (Exhibit 16) They are requesting the County's permission to use the park, with two self-imposed conditions: they will provide portable bathrooms for the students and provide a clean-up crew to ensure the park is free of litter after the release is complete.

Mr. Brock asked for a consensus from the Board. The Board gave consensus.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Stolen Property

Mr. Fife explained that the County Shop was broke into during the Christmas holiday. A welder and plasma cutter were stolen and the break-in is being investigated. He feels it was an inside job, because they do have trustees working at the Shop and one of them was released Monday. The City is not responding too quickly because they have other priority cases. The cost to replace the equipment new is \$6,500 and \$2,400 respectively.

Mr. Brock asked what the County's deductible was. Mr. Bowen stated the County has a \$5,000 deductible. Mr. Fife asked if that was value versus replacement cost. Mr. Bowen said he would need to find out. He's assuming that the insurance company will ask how old the equipment is and depreciate it, based on the value.

Mr. Fife stated the plasma cutters were only a couple years old. The welder was four or five years old. Mr. Brock stated that welders run forever. Mr. Bowen stated they need to evaluate the \$5,000 deductible against what the depreciated value would be. Mr. Brock agreed, sometimes you're better off paying and not involving the insurance company.

Mr. Fife said that raises an issue he needs to address. One of the requirements is for mechanics to have their own tools. In the past, they've had personal tools insured. Would personal tools be covered now and would it be a \$5,000 deductible too?

Mr. Bowen stated that he would need to look into that. Mr. Koch stated that they should be covered under personal homeowners policies. Mr. Bowen stated that they probably would, if they kept the tools at home. Mr. Koch disagreed, but he was certain that homeowners insurance would cover the loss.

Mr. Fife stated that the employees were required as part of their job description to have their own tools. In the past they were covered, but if they're not going to be covered he can assure the Board that they will probably take their tools home. If the Board wants their tools to be covered under their homeowners insurance, maybe they should negotiate that in their next contract.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Mr. Koch said he would ask one of them to contact their homeowners to see if they're covered without having a rider. Mr. Bowen will contact the insurance company.

Mr. Bowen stated that if the County is requiring staff to have their own tools, the County should cover anything that is inside the Shop. Mr. Brock stated, then we're right back to our deductible and they may not have \$5,000 worth of personal tools. Mr. Fife and Mrs. Corkrum disagreed; they could easily have \$5,000 worth in tools. Mr. Bowen asked if they had an inventory sheet of their tools. If not, he would suggest an inventory sheet to keep track of all tools. Mr. Brock asked who would check the inventory sheets. How far would you go on something like that? Mr. Fife indicated the Shop Supervisor could be responsible.

Mr. Koch said that the individual would need to declare what his tool box was worth. Mr. Bowen stated that if the County was going to go that far, maybe Darrel Farnsworth, Equipment Superintendent, should declare what are the mandatory tools, and that is the only thing the County will cover. If the individuals want something over and above what is required, then that would be their responsibility.

Mrs. Corkrum asked, why don't we have the tools at the shop? Mr. Fife stated that it is standard to the industry for them to provide their own. Mr. Brock stated that tools disappear. Mr. Fife said that if the County bought them, they would disappear. Mr. Koch indicated that it's a mechanics' pride issue too. They take care of their own tools better than they would someone else's.

TRAC

TRAC Manager Ray Ritari met with the Board.

Event Update

Mr. Ritari discussed the following events (attendance numbers in parenthesis): Best of the West Wrestling (1,775); Razzle Dazzle Dance Party (175); Tri-City Hockey Games and Practices.

Mrs. Corkrum indicated that her son went to the wrestling tournament and he said it was a first-class event. Mr. Brock agreed it was first-class, for having 32 teams.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Mrs. Corkrum asked if the Razzle Dazzle Dance Party was a success. Mr. Ritari stated it was very successful. They stated it was the best crew they've ever had. Attendance was fine. It was an event that moved from the Red Lion.

Mrs. Corkrum asked if AmeriSuites was filling up because of all the events scheduled at TRAC. Mr. Ritari stated that they are doing well. The wrestling team was not aware that the hotel was available, so they booked rooms elsewhere. But they stated that next year they will make reservations with AmeriSuites, since they are right next door.

Mr. Brock asked if AmeriSuites was running about 40%. Mr. Ritari indicated they were a little more than that and with people becoming aware of their existence, the percentage will increase.

Mrs. Corkrum asked if the County was limited to catering at TRAC and AmeriSuites, or could Mel Dacanay, Food and Beverage Manager, cater to Gordon Brothers Winery? Mr. Ritari stated only if we rent it. It would be the same arrangement as they have with AmeriSuites. We are looking at renting space at Sleep Inn, as they have a small meeting room. We would need to rent the facility first, then they can service it.

Future events: TCAHA Ag Hall of Fame dinner; Desert Ski Club; Subway; Liniger Wedding Reception; Brent Palmer Jackpot Roping; TCAHA; Potato Meeting Advisory Board; WSU Pesticide Training; Arenacross; and Gun & Antique Show.

Financial Reports

Mr. Ritari discussed the November financial reports. November was not nearly as busy as October. There were 87 events with 23,337 people, with the largest attendance at the Christmas arts and crafts show. There were 481 total year-to-date events with attendance at 285,485. Total attendance for 2005 is expected to top 300,000.

Income for November was \$113,879, with \$149,361 in expenditures, leaving a loss of \$35,482. Accounts receivable was \$19,498. It was a loss for the month, as opposed to a very strong October. Mr. Ritari fully expects December to be a positive

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

month, lessening the deficit of \$53,000 for the year. He estimates the deficit to be around \$30,000.

Mrs. Corkrum indicated they are a lot better off now. The deficit for 2003 was \$184,000 and now it's only \$53,000.

TRAC Orientation

Mr. Ritari invited the Board to experience using the microphones at TRAC and offered to give them a general orientation. At some point, each commissioner will need to use the microphones and he wants to show them how they work. There are different types and Mr. Ritari would like to show them each type and how they're used.

Mr. Ritari would like to explain how they go about booking events. He wants to explain the role of TRAC, the role of the Convention Bureau, and the role of the producer. There are different layers of decision making and responsibility.

Mrs. Corkrum indicated she is disappointed with the press coverage TRAC gets. The Tri-City Visitor & Convention Bureau (TCVCB) and TRIDEC people seem to gear towards the Three Rivers Convention Center. Franklin County is a member of both organizations and she doesn't understand why they don't give us at least some recognition.

Mr. Brock said we get very little because the Three Rivers Convention Center paid \$300,000 for the Bureau to represent them during the construction phase. Mrs. Corkrum indicated that was a conflict of interest. She questions whether they should be in that role.

Mr. Ritari indicated that TCVCB may not be the sole marketer for the Kennewick facility. It was an attempt to supplement their budget, but they understand that it is a conflict. He indicated the Bureau is starting to pay more attention to TRAC than they ever have.

Mr. Ritari feels very good as he looks at what has been accomplished with minimal assistance, especially with the inordinate amount of attention to the Kennewick facility. Mr. Ritari indicated we haven't been ignored; look at the Sports Hall of Fame. It is quite a commitment on their TCVCB's part. Mrs. Corkrum indicated that she was

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

worried that they would take back the Sports Hall of Fame. Mr. Brock was concerned about that too. Mr. Ritari thought we would be fine until the room fills up. Then a decision will be made at that point. We're about three years away from the room being filled.

Mr. Brock stated the Ag Hall of Fame brings attention to what our county is all about, that we're an ag-based community, and having it at TRAC is great.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Mrs. Corkrum asked Mr. Bowen what was discussed about the land sale of Lot 4. Mr. Bowen indicated the discussion was to wait until Wal-Mart is constructed.

Courthouse Renovation Pictures on Web Site

Mr. Bowen indicated the Board waited until Mrs. Corkrum was available to discuss placing pictures on the web site. Mr. Brock said the feeling was strong that \$2,400 to make a permanent rendition was a bit spendy.

Mrs. Corkrum asked what is wrong with just dumping the pictures on the web site. Mr. Bowen said the decision is whether or not to spend \$2,400, \$800, or do nothing at all. He recommends not paying \$2,400, because for somebody to sit and maintain the site, it probably won't happen.

Mr. Brock said he didn't understand what the \$800 was for. Mr. Bowen indicated it was for development of the program, so the Planning Department can load pictures on the site. They will just be random pictures. Mrs. Corkrum indicated they are in order, according to when they are taken.

The \$2,400 allowed the pictures to be organized, but we don't have staff to dedicate time to maintain the site. Mr. Koch agreed with Mr. Bowen. Why spend \$2,400 when \$800 will take care of placing the pictures on the site for the public to see.

Motion - Mrs. Corkrum: I move to approve the web site for the \$800. Second by Mr. Koch. 3:0 vote in favor.

Grand 'Ole Fourth Celebration

Mr. Bowen explained maps and charts to the board.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

The group developed an organized layout on how they envision the event to take place, Friday through Monday. Vocal Trash, a vocal group, will take place in the baseball stadium and expand into the hardball stadium Monday night, where they plan to have outdoor entertainment. When the fireworks ends, Franklin County events are pretty much done, except for the carnival and maybe some of the vendors may want to stick around. The carnival would like to run until midnight every night.

Mr. Brock asked about the noise level. Mr. Bowen indicated they would need to work that out with the City. The way the carnival is placed, in front of the Pavilion, barriers may be sufficient. The carnival won't have base drums, which cause the greatest noise problem at concerts.

Friday is the startup day. An outside promoter wants to bring in bulls, bikes and bands inside the arena for Friday night. They want to start the Tri-City talent show Friday in the arena. They have an outdoor stage, a picnic area, and five different styles of outdoor cooking and cook-off scheduled. People that want to sample food would need to buy a ticket, then they are allowed to rate the cooks. In the progressive competition, the winner will have displays at the Benton-Franklin Fair.

Everything inside the grounds behind the fence will have an admission fee of \$2.00 per person, except children four and under are free.

They plan on having a laser light show for Friday night also. The cost is \$15,000 to bring the light show in. We will recoup some revenues from the light show. The people running the baseball stands will have baseball Friday, Saturday and Sunday and they want to partner with the County to help share the cost of the laser light show. They plan on fireworks Sunday and the County/City will have fireworks on Monday.

Mr. Brock asked a question about the charges for the light show. Mr. Bowen indicated the five dollars was what Mr. Ritari charged for the light show at TRAC. They are not sure how much will be charged at this point, but there will be a gate entry charge and an additional charge for the light show. Mr. Brock asked if there was a series of light shows. Mr. Bowen indicated there would possibly be one show every thirty or ninety minutes.

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

Everything is still in the preliminary stage. Entertainment would include: Glide and ride bikes (BMX bicycles) at a cost of \$4,000 for three days; Atlas robotics at a cost of \$3,060 for three days; Vocal Trash at a cost of \$10,000 for two shows; Laser light show at a cost of \$15,000 for four days; Suzy Haner (hypnotist) at a cost of \$5,000 for three days; Gospel Singers at a cost of \$3,500 Sunday only, Steve Hamilton (comedian/magician) at a cost of \$1,200 for three days; and IGX electronic games at a cost of \$4,400 for four days.

The road by AmeriSuites will be closed. There is some interest from the Harley Davidson Club, as they want to do a show and shine, at no cost. They will not be in the fenced area.

Interactive video games will be placed in a conference room. The Armed Forces are using this technology now, so they are interested in getting this in front of the kids.

Mr. Bowen said that if this project is a bust, it will cost the County and City \$85,000 each. His budget figures are based on 25% of the Benton Franklin Fair.

Mr. Bowen is asking for a bottom line budget and not a line item budget. They plan to charge vendors 10% of the gross the first year, because they want everyone to succeed. The percentage will be re-evaluated next year. Mr. Brock asked how they planned to keep track of the percentages. Mr. Bowen indicated it would be solely on trust with a periodic audit.

The Board gave Mr. Bowen consensus to continue.

Road Shift

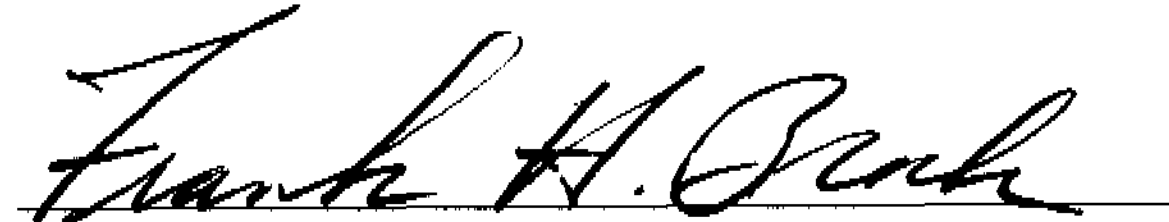
Mr. Bowen indicated \$265,000 from the Road Shift was double-counted in the budget. Mr. Marks noticed it yesterday in reviewing printouts. The Road Shift money was previously placed in the budget but when the Assessor turned in his budget for 2005 he added the \$265,000 for Road Shift in the property tax figure. So we are \$265,000 over-budgeted in property taxes. Mr. Bowen suggested waiting to see what the carry-over will be before we know what the final shortfall is.


Adjourned 11:16 am.


COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for January 5, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until January 10, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed January 24, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 010

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: **INTRA BUDGET TRANSFERS TOTALING \$3,400 WITHIN THE 2004 CURRENT EXPENSE PRINTING BUDGET, NUMBER 001-000-460**

WHEREAS, the Print Shop Department Head requested transfers due to insufficient funds within the Paper line item; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized transfers in the amount of \$3,400 for this purpose;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves intra budget transfers totaling \$3,400 within the 2004 Current Expense Printing Budget, Number 001-000-460, as follows:

- \$1,300 from line item 518.70.48.0003 (Repairs and Maintenance – Press) to line item 518.70.31.0002 (Paper).
- \$2,100 from line item 518.70.31.0001 (Office & Operating Supplies) to line item 518.70.31.0002 (Paper).

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Print Shop

cc: Accounting Department
Departmental Transfer Notebook

FRANKLIN COUNTY
OFFICE OF

COUNTY AUDITOR

Zona G. Lenhart
County Auditor
(509) 545-3536

1016 N. 4th Avenue
Pasco, Washington 99301

RECEIVED

INTRA BUDGET TRANSFER
(Within the Department)

DEC 29 2004

FRANKLIN COUNTY
COMMISSIONER

The Print Shop Budget, 460 has insufficient funds allocated to the
(Department) (Number)

line item(s) shown below. The Printer requests transfer(s) totaling
(Department Head)

\$ 3400.00

- 1. From Line Item: 518.70.48.0003 To Line Item: 518.70.31.0002 Amount: \$ 1,300.
- 2. From Line Item: 518.70.31.0001 To Line Item: 518.70.31.0002 Amount: \$ 2,100.
- 3. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 4. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 5. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 6. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 7. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 8. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 9. From Line Item: _____ To Line Item: _____ Amount: \$ _____
- 10. From Line Item: _____ To Line Item: _____ Amount: \$ _____

Libbie Wright
Elected Official or Dept. Head Signature

Date: 12-28-04

FRANKLIN COUNTY RESOLUTION NO. 2005 011

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTRA BUDGET TRANSFERS TOTALING \$2,980 WITHIN THE 2004 CURRENT EXPENSE TREASURER BUDGET, NUMBER 001-000-650

WHEREAS, the Franklin County Treasurer requested a transfer due to insufficient funds in the Dues, Printing, and Supplies line items; and

WHEREAS, the Treasurer suggested moving funds from the Travel line item; and

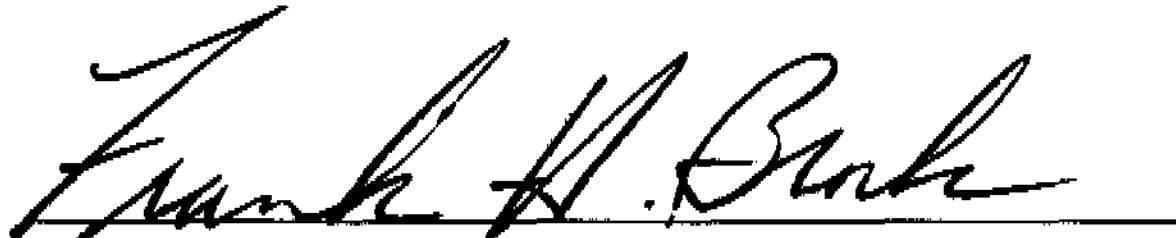
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$2,980 for this purpose;


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves intra budget transfers totaling \$2,980 within the 2004 Current Expense Treasurer Budget, Number 001-000-650, as follows:

- \$80 from line item 514.22.43.0000 (Travel) to line item 514.22.49.0001 (Dues & Subscriptions).
- \$900 from line item 514.22.43.0000 (Travel) to line item 514.22.49.0000 (Printing & Binding).
- \$2,000 from line item 514.22.43.0000 (Travel) to line item 514.22.31.0000 (Office & Operating Supplies).

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Treasurer

cc: Accounting Department
Transfer Notebook

RECEIVED

DEC 29 2004

FRANKLIN COUNTY
COMMISSIONER

INTRA BUDGET TRANSFERS REQUEST FORM

The 650 Budget has insufficient funds allocated to the line item(s). The Treasurer
requests budget transfers totaling: \$ 2,980.00

- 1) From Line Item/Description: 514.22.43.0000 / travel To Line Item/Description: 514.22.49.0001 / dues & subscriptions Amount: \$80.00
- 2) From Line Item/Description: 514.22.43.0000 / travel To Line Item/Description: 514.22.49.0000 / printing & binding Amount: \$900.00
- 3) From Line Item/Description: 514.22.43.0000 / travel To Line Item/Description: 514.22.31.0000 / supplies Amount: \$2,000.00
- 4) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$0.00
- 5) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$0.00
- 6) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$0.00
- 7) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 8) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 9) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 10) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 11) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 12) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 13) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 14) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$
- 15) From Line Item/Description: _____ To Line Item/Description: _____ Amount: \$

Genny J. Zucker
Elected Official or Dept. Head Signature/Date

FRANKLIN COUNTY RESOLUTION NO. 2005 012

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$60 WITHIN THE 2004 CURRENT EXPENSE PLANNING & BUILDING BUDGET, BUILDING DEPARTMENT, NUMBER 001-000-130

WHEREAS, the Planning and Building Director requested a transfer due to insufficient funds in the Tuition/Schooling line item; and


WHEREAS, the Director suggested moving funds from the Equipment Rental line item; and


WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and believes this to be in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$60 within the 2004 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.45.0001 (Equipment Rental) to line item 524.20.49.0003 (Tuition/Schooling).

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Planning/Building

cc: Transfer Notebook
Accounting

RECEIVED

DEC 30 2004

FRANKLIN COUNTY
COMMISSIONER

DATE: December 29, 2004

To: Franklin County Board of Commissioners

FROM: Jerrod MacPherson-Planning & Building Director

RE: INTRA
Inter Budget Transfers 001-000-130

As the Building Division has insufficient funds allocated for specific line items I am requesting you allow inter fund transfers as discussed in our meeting of _____

FROM CODE: 524.20.45.0001(Equipment) AMOUNT \$ 60.00
TO CODE: 524.20.49.0003(Tuition/School) AMOUNT \$ 60.00

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

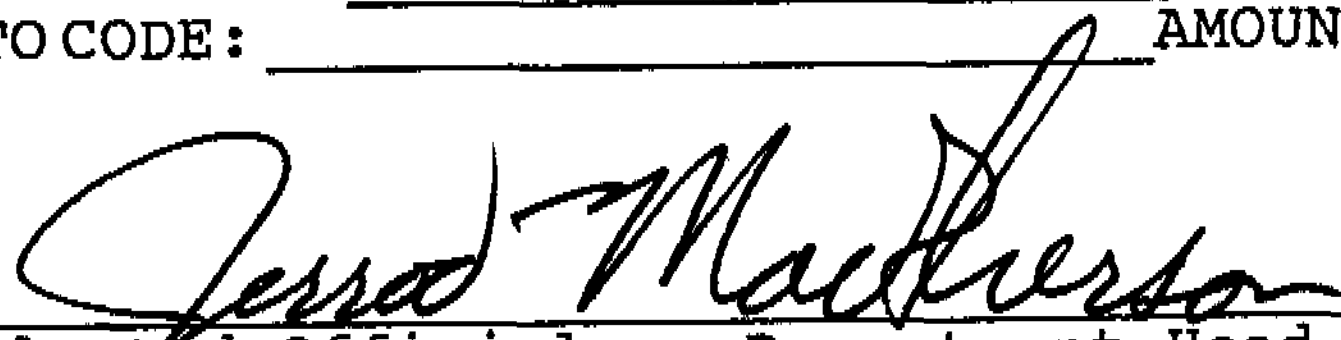
FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____

FROM CODE: _____ AMOUNT \$ _____
TO CODE: _____ AMOUNT \$ _____



Elected Official or Department Head

FRANKLIN COUNTY RESOLUTION NO. 2005 013

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$75 WITHIN THE
2004 CURRENT EXPENSE PLANNING & BUILDING BUDGET,
PLANNING DEPARTMENT, NUMBER 001-000-130**

WHEREAS, the Planning and Building Director requested a transfer due to insufficient funds in the Professional Services-Fire Marshall line item; and


WHEREAS, the Director suggested moving funds from the Hearing Examiner line item; and


WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and believes this to be in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$75 within the 2004 Current Expense Planning & Building Budget, Planning Department, Number 001-000-130, from line item 558.10.41.0001 (Hearing Examiner) to line item 558.10.41.0002 (Professional Services - Fire Marshall).

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Planning/Building

cc: Transfer Notebook
Accounting

RECEIVED

DEC 30 2004

FRANKLIN COUNTY
COMMISSIONER

DATE: December 29, 2004

To: Franklin County Board of Commissioners

FROM: Jerrod MacPherson-Planning & Building Director

RE: INTRA Inner Budget Transfers 001-000-130

As the Planning Division has insufficient funds allocated for specific line items I am requesting you allow inter fund transfers as discussed in our meeting of _____

FROM CODE:	<u>558.10.41.0001(Hearing Ex)</u>	AMOUNT \$	<u>75.00</u>
TO CODE:	<u>558.10.41.0002(Professional</u>	AMOUNT \$	<u>75.00</u>

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

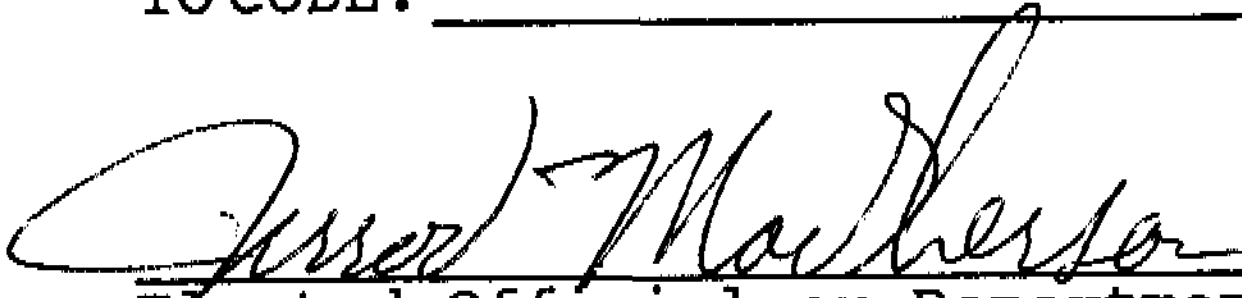
FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____

FROM CODE:	_____	AMOUNT \$	_____
TO CODE:	_____	AMOUNT \$	_____



 Elected Official or Department Head

FRANKLIN COUNTY RESOLUTION NO. 2005 014

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

RE: A Service Provider Contract between the Benton-Franklin Workforce Development Council and Career Path Services for the Dropout Prevention and Intervention Project in the amount of \$104,733

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the Workforce Investment Act Service Provider Contract (CFDA #17.258; 17.259; 17.260) between the Benton-Franklin Workforce Development Council and Career Path Services for WIA Title I-B Dropout Prevention and Intervention Project in the amount of \$104,733, effective December 1, 2004 through March 31, 2006.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman


Neva J. Corkrum, Chairman Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
WDC

cc: Prosecutor

WORKFORCE INVESTMENT ACT SERVICE PROVIDER CONTRACT CFDA # 17.258; 17.259; 17.260

1. **PARTIES.** This contract is between Career Path Services, hereinafter referred to as the "Contractor", and the Benton-Franklin Workforce Development Council, Inc., hereinafter referred to as the "WDC".

2. **EXHIBITS.** This contract consists of this page and the exhibits listed below.

- Exhibit A.....General Terms and Conditions
- Exhibit B.....Statement of Work
- Exhibit C.....Budget

3. **TERM.** The period of performance of this Contract shall commence on December 1, 2004, regardless of the date of execution, and be completed on March 31, 2006, unless terminated sooner as provided herein. If the WDC fails to receive sufficient WIA funds to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum amount due under paragraph 4 below or terminate all or part of this contract. If this contract is terminated early under certain circumstances (such as federal rescission of funds), the Contractor may only be entitled to reimbursement of actual WIA expenditures prior to the date of termination.

4. **FUND LEVELS.** Payments to the Contractor by the WDC may not exceed the amount listed below. This amount may only be increased or shifted between line items through a written, signed contract modification.

WIA Title I-B Dropout Prevention and Intervention Project..... \$104,733.00

5. **SIGNATURES.** This contract may only be modified by a subsequent, signed written contract modification document. No oral conversation shall be considered to be a contract modification. The parties agree to all contract provisions, including this page and all exhibits, by signing below.

FOR THE WDC

Michelle M. Mann 12/2/04
 Executive Director Date

FOR THE CONTRACTOR

Michelle J. Jenkins 1-12-05
 Signature Date
Executive Director
 Title

Received & Reviewed:

Leo M. Bowman 12-13-04
 Chairman, Benton Co. Commissioners Date

Approved as to form:

Ryan W. Brown 12/2/04
 Benton Co. Deputy Prosecuting Attorney Date

Frank A. Burk 1/5/05
 Chairman Franklin Co. Commissioners Date

RUP 12.29.04
 Franklin Co. Deputy Prosecuting Attorney Date

GENERAL TERMS AND CONDITIONS - EXHIBIT A**1. NOTICES**

Notices, reports and payments shall be sent to the following individuals and addresses.

WDC

Michelle Mann, Executive Director
Benton-Franklin Workforce Development Council
815 N. Kellogg, Suite C
Kennewick, WA 99336

CONTRACTOR

William J. Marchioro, Executive Director
Career Path Services
905 N. Washington, Suite 300
Spokane, WA 99201

The individuals and addresses listed above may be changed by written notice to the parties.

2. PAYMENTS**A. Payment Requests**

All payments to the Contractor shall be for reimbursement of costs incurred by the Contractor and shall not exceed the total amount set forth in the Budget attached as Exhibit C. All payment requests shall be submitted in a timely manner and in accordance with WDC requirements and procedures governing reimbursements. The WDC has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing a Contractor's reimbursement request.

B. Payment Denial

The WDC has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any WDC policy, or contractual terms and conditions; c) allegations of fraud or abuse as defined in Federal/State regulations (see Section C below); d) recoupment of costs disallowed under this or a previous WDC contract; e) recoupment of amounts otherwise owed to the WDC; f) failure to receive Federal funds, upon which funding for this contract is based.

C. Fraud or Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the Department of Labor Incident Reporting System, as noted in the WDC Complaint and Grievance Procedure.

In the event of allegations of fraud or abuse as defined in Federal and State regulations, the WDC reserves the right to withhold contract payments in whole or in part until a determination on the merits of the allegation is made. Such a determination shall not supersede or replace final disallowed cost resolution procedures.

3. DELIVERY OF SERVICES

The Contractor agrees to deliver the quality, quantity and type of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work shall be approved in writing by the WDC.

- 2) Either party may terminate this contract immediately for cause by giving written notice. Breach of any of the contract terms or attachments shall constitute cause for termination
- 3) If the WDC fails to receive sufficient WIA funding to meet any or all of its contractual obligations due to fund reduction, rescission, suspension or termination or other causes, the WDC shall have the right to immediately and unilaterally reduce the maximum contract amount or terminate all or part of this contract;
- 4) The WDC may terminate this contract for cause if the Contractor appears on the register of employers in contempt of court for violations of the National Labor Relations Act;
- 5) The WDC reserves the right to terminate this contract if the Contractor fails to perform according to planned services, outcome, and expenditures goals;
- 6) Contractor may immediately terminate this contract if it declines the WDC's right to unilaterally modify the contract pursuant to Section 5.A.

E. Early Termination

If this contract is terminated early, the Contractor shall only be entitled to reimbursement of actual and obligated WIA expenditures prior to the date of termination. The WDC has the authority to take possession of all records regarding this contract, including participant and accounting records, in the event of early termination of the contract.

6. INDEMNIFICATION, BONDING AND INSURANCE

A. Indemnification

The Contractor will protect, save, and hold harmless the WDC or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both the WDC and the Contractor, any damages shall be levied in proportion to the percentage of negligence attributable to each party.

B. Insurance and Bonding

The Contractor shall carry, without interruption during the term of this contract, commercial general liability insurance that covers bodily injury, property damage, and contractual liability with the following minimum limit: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

The Contractor agrees to maintain, without interruption during the term of this contract, a fidelity bond in a minimum amount of \$100,000, unless specified otherwise in the contract, which covers all individuals responsible for the administration of funds provided within the terms of this contract.

If requested, the Contractor will provide the WDC Executive Director with a copy of the applicable insurance face sheet(s) or certification reflecting these coverage(s). Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

The Contractor shall immediately notify the WDC Executive Director if either insurance or bonding coverage is terminated during the term of the contract or is reduced below contractual requirements.

G. Citizenship and Work Status

The Contractor shall fully comply with all laws regarding employment of aliens and others. All employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to, the Immigration Reform and Naturalization Act of 1986, Public Law 99-603.

H. Selective Service

The Contractor shall make a good faith effort to ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act and other eligibility requirements applicable to the program under which the participant is enrolled.

I. Confidentiality

The Contractor agrees to maintain the confidentiality of participant information to the extent provided by law. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by law, court process, order, or decree. All participant information shall be made available upon request to parties having responsibilities for monitoring or evaluating the services and performances under the contract, and to governmental authorities to the extent necessary for the proper contract administration.

J. Pell Funding

The Contractor shall encourage all participants to make maximum use of Pell grant funding, and will report and make available to the WDC all records relating to participant Pell grant fund receipt and distribution. No WIA tuition costs shall be duplicated by Pell funding.

K. Nepotism

The Contractor shall not hire nor permit the hiring of any person in a position funded under this contract if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring or supervisory responsibilities.

L. Drug Free Workplace

The Contractor must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

M. Patents, Copyrights and Data Rights

The Contractor shall disclose to the WDC any invention, written product, computer program developed or data assembled as a result of performance of work under this contract within sixty (60) days of invention, development or assembly.

The WDC, State of Washington, and U.S. Department of Labor, shall have the right to patent any invention and copyright any written product or computer program. Upon written request, the Contractor shall transfer all pertinent information specifications and right, title and interest to the designated agency.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person in regard to, such a program or activity; or

Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State EO Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIA Title I financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and Contractor of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

S. Grievances & Disputes

The Contractor will develop and maintain a system for resolving applicant and client grievances. A copy shall be made available to clients and applicants for contracted services. Such procedures shall include time frames for filing a grievance and provide opportunities for informal and formal resolution. For grievances arising from the delivery of contracted services, the grievance procedures must include the right of the grievant to appeal to the WDC Executive Director. Applicants shall be advised of the grievance procedures and their right to due process if they feel they have been wrongfully denied or terminated from services.

the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement.

8. ACCOUNTING AND AUDIT PROVISIONS

A. Generally Accepted Accounting Principles

The Contractor must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by Federal, State and local laws, regulations, and policies, including, but not limited to, Section 136(f) of WIA and 20 CFR 629.35. This system shall include, but not be limited to: maintenance of a system of cross checks on receipts, deposits, account balances, payments and withdrawals and a prohibition against co-mingling of funds.

B. Cost Allocation Plan

The Contractor must maintain a Cost Allocation Plan (CAP) to support the distribution of any joint costs attributable to programs and/or activities. All costs included in the CAP will be supported by accounting records that will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. The Contractor will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a partial or reduced payment, until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

C. Program Income

Program income means income received by the Contractor that has been generated by contract supported activity, or earned as a result of the contract as defined in Federal and State regulations. For a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. Program income retained by the Contractor must be expended for additional training or training related services for WDC approved job training programs operated consistent with the WIA. The Contractor will be responsible for tracking contract revenues and expenditures separately for each program in accordance with Federal, State and WDC policies and procedures.

D. Stand-In Costs

Stand-in costs allowed under WIA can be substituted for unallowable costs charged under WIA under the conditions set forth in this paragraph. All stand-in costs must be reported by cost category on the WIA Monthly Fiscal Report submitted to the WDC, and must be supported with back-up documentation.

The requirements to be considered as potential "stand-in" costs shall have been reported as uncharged WIA program costs, included within the scope of the Contractor's audit, and accounted for in the Contractor's financial system. To be accepted, stand-in costs shall be from the same title and program year as the costs that they are proposed to replace, and shall not result in a violation of the applicable cost limitations.

E. Indirect Cost Rate

Any indirect cost rates must be approved by a cognizant Federal agency.

F. Contract Closeout

Upon expiration or termination of this contract, the Contractor shall provide the WDC with a complete closeout package within 45 calendar days. A closeout accomplishes the financial end of

The Contractor shall transfer to the WDC any and all WIA-related records, reports, applicant and participant files, and other documentation and physical evidence, in addition to documents required by the contract, upon request from the WDC.

E. Access to Records and Facilities

The WDC, the Office of the Washington State Auditor, federal auditors, and any persons duly authorized by the State Employment Security Department shall have full access to and the right to examine and copy any or all books, records, documents and other material regardless of form or type which are pertinent to the performance of this contract, or reflect all direct and indirect costs of any nature expended in the performance of this contract. Access shall be at all reasonable times during the record retention period.

The WDC, the Office of the Washington State Auditor, federal auditors, and any person duly authorized by the State Employment Security Department shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this contract.

EXHIBIT B
STATEMENT OF WORK

DESCRIPTION OF DROPOUT PREVENTION & INTERVENTION PROJECT

Two school districts, Pasco and Finley, within the Benton-Franklin Workforce Development Area, are not making adequate yearly progress under the provisions of "No Child Left Behind". This project, in keeping with the goals of the recently revised Benton-Franklin Workforce Development Strategic Plan to work collaboratively with the K-12 system increase high school graduation rates, will broaden the opportunities available for dropout youth to reconnect with the school system. The project will provide youth with one-on-one tutoring, adult and peer mentoring, high school re-entry services, work-based learning opportunities, leadership development, referrals to community resources, and a connection to the workforce development system for career exploration with the goal of keeping kids engaged in education.

PROJECT ACTIVITIES

Throughout the term of the contract, the Contractor will serve a total of 20 at risk and dropout youth:

School District	High Schools	# Students Served
Finley	River View	5
Pasco	Pasco and New Horizons	15

"At Risk" means the student has failed to pass one or more of the subjects tested on the WASL in 7th or 10th grade, or has failed a class required for graduation.

The Contractor will target students for this program who meet WIA youth income eligibility requirements, age 16-18, live in Pasco or Finley school districts, and face one or more barriers to academic success such as:

- Basic skills deficient
- Domestic violence
- Foster child
- Immigrant, refugee or minority status
- Involvement with the Juvenile Justice System
- Lack of stable housing
- Learning and other disabilities
- Limited English Proficiency
- Occupational skills deficiency
- Pregnant or teen parent
- Public Assistance recipient
- School dropout or behind in credits
- Substance abuse

The Contractor will receive referrals to this project from school counselors at River View, Pasco, and New Horizons high schools of youth who are at risk or who have dropped out of school when returning to high school is still a viable option for them and Basic Education Act funding can be leveraged to provide services. The Contractor will engage the youth and design services around their individual needs to ensure high school diploma attainment.

SERVICE DELIVERY

The Contractor will hire one full time certificated, bilingual teacher to provide tutoring and case management services onsite at the selected high schools to meet the three priorities of the project – Prevention, Retrieval, and Recovery. In addition, the Contractor will provide opportunities for career exploration, work-based learning and skills training, as allowed by the Workforce Investment Act in support of the workforce development system's strategic plan.

Prevention:

Students identified as at-risk by their school counselors will be referred for one-on-one tutoring during the school year, beginning January 2005 through March 31, 2006. Tutoring will be conducted during school hours and after school, as needed, by the Contractor's teacher onsite.

EXHIBIT C
16-Month Budget

CONTRACTOR: Career Path Services
 PROGRAM TITLE: Drop In Services
 PROGRAM YEAR: December 2004 - March 2005

SUBMITTAL DATE: November 23, 2004

5, 2005

Budget Line Item	Dec-04	Jan-05	Feb-04	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	TOTAL
Salaries	\$ 2,888	\$ 2,888	\$ 2,888	\$ 2,888	\$ 2,888	\$ 2,888	\$ 2,888	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,032	\$ 3,035	\$ 47,507
Benefits	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,185	\$ 1,165	\$ 1,165	\$ 1,165	\$ 1,165	\$ 1,165	\$ 1,165	\$ 1,165	\$ 1,162	\$ 18,392
Travel	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	\$ 370	\$ 170	\$ 170	\$ 170	\$ 170	\$ 362	\$ 3,312
Staff Training	\$ 150	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 200	\$ 50	\$ 50	\$ 50	\$ 93	\$ 643	
Instructional Mat.	\$ 250	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90	\$ 1,600
Testing Fees	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,600
Support Services	\$ 200	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 530	\$ 8,500	
Advertising	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 35	\$ 500	
Supplies & Other	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 144	\$ 2,244	
Subcontracts	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 30	\$ 585	
Indirect Program	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 148	\$ 156	\$ 156	\$ 156	\$ 156	\$ 156	\$ 156	\$ 156	\$ 156	\$ 156	\$ 2,452
Indirect Admin	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,088	\$ 1,098	\$ 17,418	
Total	\$ 6,326	\$ 6,421	\$ 6,371	\$ 6,621	\$ 6,371	\$ 6,371	\$ 6,369	\$ 6,556	\$ 6,556	\$ 6,506	\$ 6,956	\$ 6,556	\$ 6,706	\$ 6,556	\$ 6,556	\$ 6,835	\$ 104,733

Quarterly Total: \$ 6,326 \$ 19,413 \$ 19,111 \$ 19,718 \$ 20,218 \$ 19,947

EXHIBIT 5

FRANKLIN COUNTY RESOLUTION NO. 2005 015

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: SURPLUS PROPERTY – DISPOSAL OF FIVE SHARP CALCULATORS
ASSIGNED TO THE FRANKLIN COUNTY TREASURER’S OFFICE**

WHEREAS, whenever the county legislative authority desires to dispose of county property valued at less than two thousand five hundred dollars; and

WHEREAS, the Board of Franklin County Commissioners received a *Franklin County Storage – Salvage* form from the Treasurer requesting disposal of five Sharp calculators, as repair costs would exceed the value of said equipment; and

WHEREAS, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the disposal of the following property as identified on the *Franklin County Storage – Salvage* form received from the Franklin County Treasurer, in conjunction with RCW 36.32.210 (inventory):

- Sharp Calculator – CS-1680 - 58003367
- Sharp Calculator – QS-2760A - 2D024540
- Sharp Calculator – QS-2770A – 0D002693
- Sharp Calculator – QS-2770A - 9D004097
- Sharp Calculator – QS-2760A - 4D003456

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Frank H. Brock, Chair



Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
Maintenance

cc: Treasurer

FRANKLIN COUNTY STORAGE - SALVAGE

DATE: 12/27/04

REQUESTED BY:

DEPT: TREASURER 650

DESCRIPTION OF ITEM(S):

DEPT NUMBER:

SHARP Calculator CS-168D	58003367
SHARP Calculator QS-2760A	2D024540
SHARP Calculator QS-2770A	0D002693
SHARP Calculator QS-2770A	9D004097
SHARP Calculator QS-2760A	4D003454

PHONE #:

AUTHORIZED BY:

Jenny A Zacher

RECEIVED BY:

SERIAL #:

DATE RECEIVED:

12-30-04 *jk*

DATE CLOSED:

CHECK ONE OF THE FOLLOWING:

SALVAGE

STORAGE

DESTROY

FRANKLIN COUNTY RESOLUTION NO. 2005 016

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: RESCIND RESOLUTION 2004-014 and APPROVE THE MILEAGE REIMBURSEMENT RATE AT \$.405 EFFECTIVE JANUARY 1, 2005

WHEREAS, pursuant to the Franklin County Travel Policy, Section VIII – Mileage Reimbursement and Section IX – Amendments, the Board of County Commissioners shall establish and amend the rate of mileage reimbursement for travel; and

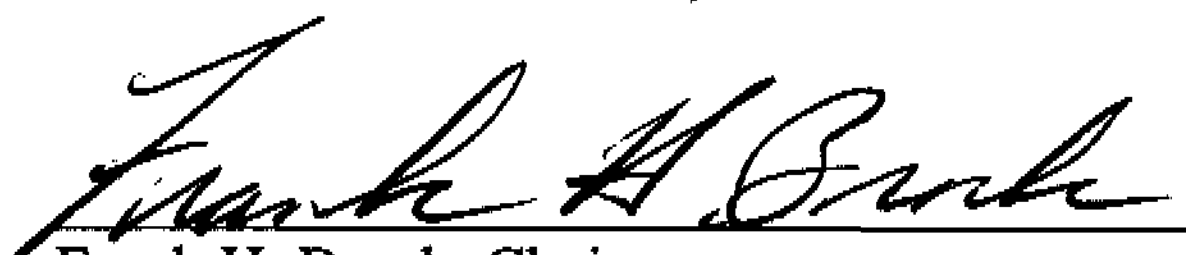
WHEREAS, the Federal Government raised the mileage reimbursement rate effective January 1, 2005 to \$.405 per mile, up from \$.375 a mile in 2004; and

WHEREAS, by law, RCW 43-03-060, the state cannot use a higher rate;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby rescinds Resolution 2004-014 and approves raising the mileage rate for travel to \$.405 cents per mile effective January 1, 2005.

APPROVED this 5th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

Attest:


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Travel Policy

cc: Elected Officials/Department Heads



Internal Revenue Service IRS.gov

DEPARTMENT OF THE TREASURY

2005 Standard Mileage Rates Set

IR-2004-139, Nov. 17, 2004

WASHINGTON — The Internal Revenue Service today released the optional standard mileage rates to use for 2005 in computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes.

Beginning Jan. 1, 2005, the standard mileage rates for the use of a car (including vans, pickups or panel trucks) will be:

- 40.5 cents a mile for all business miles driven, up from 37.5 cents a mile in 2004;
- 15 cents a mile when computing deductible medical or moving expenses, up from 14 cents a mile in 2004; and
- 14 cents a mile when giving services to a charitable organization.

The 3-cent increase in the business mileage rate was the largest one-year rise ever. The primary reasons were higher prices for vehicles and fuel during the year ending in September. The charitable standard mileage rate is set by law.

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. An independent contractor, Runzheimer International, conducted the study for the IRS.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS), after claiming a Section 179 deduction for that vehicle, for any vehicle used for hire, or for more than four vehicles used simultaneously. Revenue Procedure 2004-64 contains additional information on these standard mileage rates.

Related Item: [Revenue Procedure 2004-64](#)

[Subscribe to IRS Newswire](#)

EXHIBIT 8
Franklin County Auditor

January 5, 2005

1016 North 4th Avenue
Pasco, WA 99301

ZONA LENHART, Auditor
509-545-3840 • Fax: (509) 545-2142
www.co.franklin.wa.us

P.O. Box 1451
Pasco, WA 99301

January 4, 2005

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, January 4, 2004.

Move that the following warrants be approved for payment:



2004

FUND	WARRANT	AMOUNT
<u>Expenditures</u>		
Current Expense	43190-43239	\$33,624.22
Current Expense	94634-94688	\$21,226.42
TRAC Operations	8045-8089	\$52,311.01
TRAC Operations	8090-8118	\$24,594.44
RV Facility	92-96	\$37,630.50
RV Facility	97-97	\$39.11
Election Equip. Revolving	253-258	\$34,288.28
Law Library	924-925	\$5,662.41
Enhanced 911	971-978	\$16,111.96
Auditor O & M	313-314	\$1,231.59
Veteran's Assistance	1207-1212	\$2,203.36
Jail Commissary	2003-2009	\$12,002.18
TOTAL:		\$240,925.48

2005

TOTAL: \$0.00

GRAND TOTAL: \$240,925.48

In the amount of \$240,925.48 The motion was seconded by ,
And passed by a vote of 3 to 0 .



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item:	TYPE OF ACTION NEEDED	Consent Agenda
Mike and Peggy Fitzpatrick		
Meeting Date: January 5, 2005	Execute Contract	
Subject: VAR 2004-01 request for a front yard variance to construct an attached garage in the Residential Suburban 20,000 (R-S-20) Zoning District.	Pass Resolution X	
	Pass Ordinance	
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The Fitzpatrick's have applied for a front yard variance in order to construct an attached garage that will encroach five (5) feet into the front yard setback. The garage will be attached to the existing home and be approximately 22' x 20' in size.

The applicant had originally planned to construct a detached garage on the east side of property near the home. This location wasn't feasible due the location and size of the applicant's drainfield.

The property is located in West Pasco, west of Road 56, along the north side of Wernett Road at site address 5617 Wernett Road (118-532-204).

SUMMARY

At the regularly scheduled Planning Commission hearing on December 7, 2004 the Planning Commission voted to forward a positive recommendation (**unanimous vote**) for this application to the Board of County Commissioners subject to the **following six (6) findings of fact and two (2) conditions.**

Findings of Fact

1. A variance to locate an attached garage approximately 5' feet into the designated front yard setback area in the R-S-20 Zone **IS** in accordance with goals and policies of the County Development Regulations (*Zoning—Variance Criteria in Chapter 41*) and the County Comprehensive Plan.

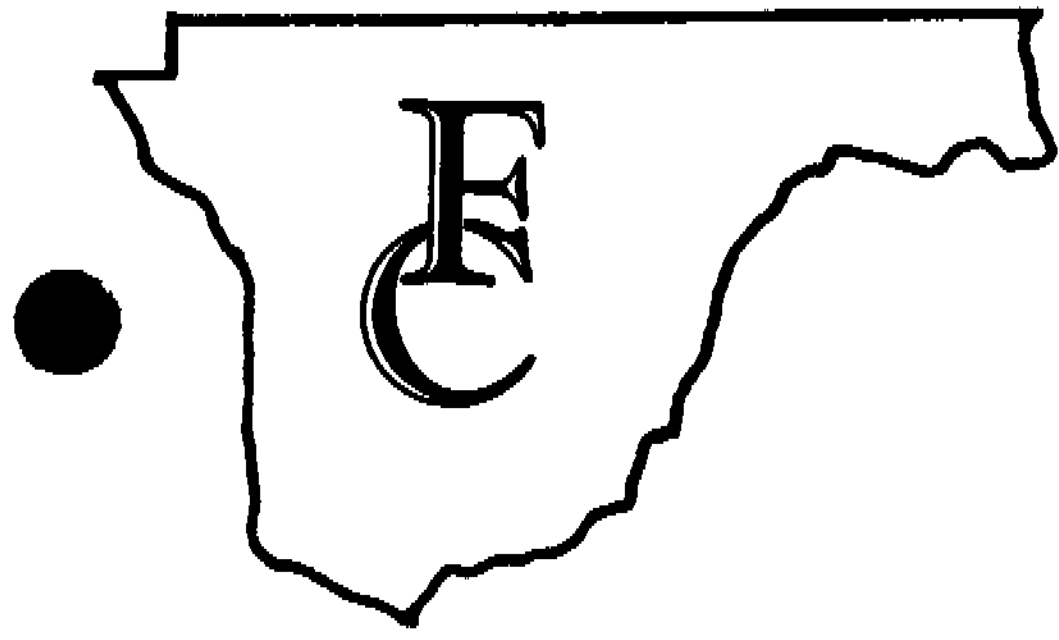
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.

Conditions of Approval:

1. Applicant shall comply with the Building Division requirements for building permits for the new structure.
2. The County Fire Marshal has required that the applicant provide a 2 hour fire wall protection between the garage and living area. This shall include any doors or other wall intrusions for wiring or heating.

MOTION

Grant approval of variance application VAR-2004-01, subject to the **six (6) findings of fact and two (2) conditions.**



FRANKLIN COUNTY

COMMISSIONERS
Courthouse - 1016 North 4th
Pasco, Washington 99301
(509) 545-3535

RESOLUTION NUMBER 2005 017

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING

RE: VAR 2004-01, to allow a front yard setback variance to encroach an attached garage approximately 5 feet into the required front yard setback.

WHEREAS, on January 5, 2005 the Clerk of the Board did set a public meeting for VAR 2004-01, to consider the recommendations of the Franklin County Planning Commission to review the application of Mike and Peggy Fitzpatrick, and

WHEREAS, at the public meeting the Board has found as follows:

1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on December 7, 2004 did recommend approval of said application with the following *findings of fact and conditions*:
3. A variance to locate an attached garage approximately 5' feet into the designated front yard setback area in the R-S-20 Zone **IS** in accordance with goals and policies of the County Development Regulations (*Zoning—Variance Criteria in Chapter 41*) and the County Comprehensive Plan.
 - (a) An exceptional or extraordinary circumstance **DOES** apply to the property which does not apply generally to other properties in the same zoning district or vicinity, and result from lot size, shape, topography or other circumstances over which the applicant has no control;
 - (i) The lot size is consistent with the surrounding area; and
 - (ii) An unusual circumstance for the lot is the location of the applicant's drainfield. The drainfield location, along the lots' east side yard, limits the applicant's ability to construct a garage on the property.
 - (b) That the variance **IS necessary** for the preservation of a property right of the applicant substantially the same as is possessed by owners of other property in the same zoning district or vicinity.

RESOLUTION NUMBER 2005 017

VAR 2004-01

Page 2

- (c) That the granting of the variance **WILL NOT** materially affect the health or safety of persons residing or working in the neighborhood and will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood.
 - (d) That the variance **WOULD NOT** be materially detrimental to the intent of the Zoning Ordinance, or the property in the same zoning district or vicinity in which the property is located, or otherwise conflict with the objectives of any County plan or policy and the variance requested is the minimum variance which would alleviate the hardship.
 - (i) The garage is proposed to be 22' wide and 20' long. The existing home is approximately 40' feet from front property line. The front yard setback requirement is 25' feet in the R-S-20 Zone. To proceed would require a variance of 5' feet be granted for this application.
4. The proposal **WILL NOT** adversely affect public infrastructure.
 5. The proposal **WILL** be constructed, maintained, and operated to be in harmony with the existing or intended character of the general vicinity;
 - (a) The new construction will not further encroach into the setback than the home and buildings on the corner lot (located west of the applicant's home).
 6. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
 7. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.
 8. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.
 9. Applicant shall comply with the Building Division requirements for building permits for the new structure.
 10. The County Fire Marshal has required that the applicant provide a 2 hour fire wall protection between the garage and living area. This shall include any doors or other wall intrusions for wiring or heating.

RESOLUTION NUMBER 2005 017

VAR 2004-01

Page 3

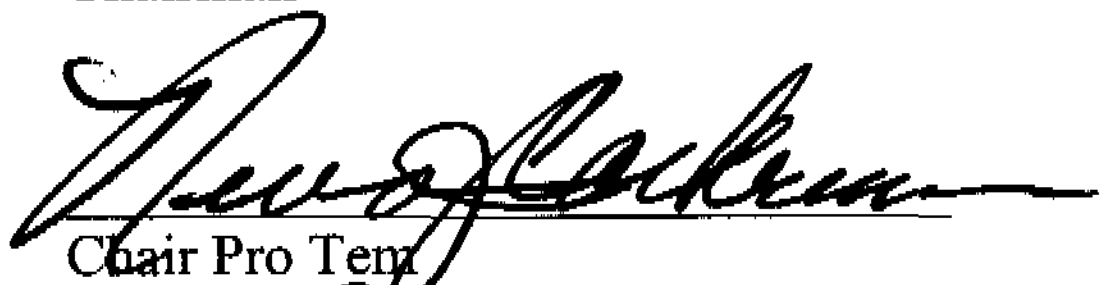
WHEREAS, the public use and interest will be served by approving the above mentioned application.

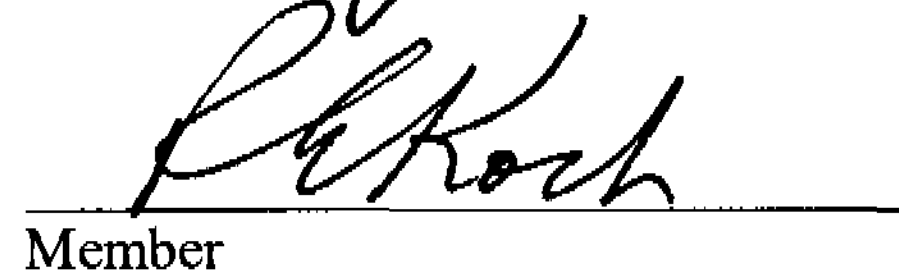
NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be approved in accordance with the provisions of the Franklin County Development Regulations (Zoning Ordinance 1-2003) and as recommended by the Planning Commission.

APPROVED THIS 5th DAY OF JANUARY 2005.

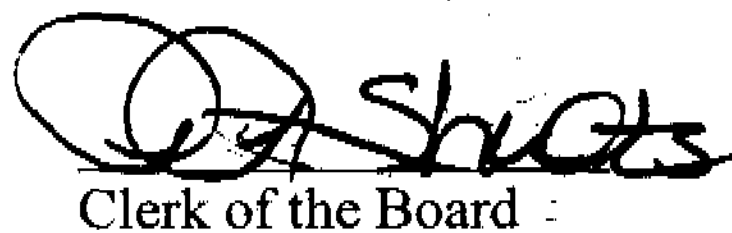
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chair Pro Tem


Member

Attest:


Clerk of the Board

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Jeff Curtis	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: January 5, 2005	Execute Contract	Public Hearing
Subject: CUP 2004-16, a conditional use permit to operate a feedlot in the A-P Zoning District.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The Curtis's are seeking a conditional use permit to continue the operation of their 25,000 (approximate) head count feedlot and also request the ability to expand their operation in the future. As proposed, the applicant would like the ability to expand the feedlot by a head count size of up to 10,000 (approximately) for a total head count size of 35,000.

A C.U.P. is required for all feedlot operations exceeding a maximum head count size of 1,000. The property is located in the Agricultural-Production (A-P) Zoning District.

The property is located west of the City of Connell, south of Highway 260, east of Dilling Road, west of Warehouse Lane near site address 640 Warehouse Lane.

SUMMARY

The Planning Commission held a public hearing on December 7, 2004 and recommended **APPROVAL** (unanimous vote) with the following *six (6) findings of fact and nine (9) conditions*.

Findings of Fact:

1. The construction and operation of an existing feedlot, with future expansion, in the A-P Zoning District **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan;
 - a. The land is zoned Agricultural-Production and the Comprehensive Plan designation is Agricultural.
 - b. A Feedlot that is greater in size than 1,000 head count requires a special/conditional use permit.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL** be constructed, maintained, and operated to be in harmony with the existing or intended character of the general vicinity;

Page 3
CUP-2004-16

4. Applicant shall comply with the water quality standards of the South Columbia Basin Irrigation District. The District operates and maintains the EL85XWW that runs through the feedlot. The District's extensive water quality program monitors the waste way for contaminants including fecal coliform. The District will not accept any return flow or surface water runoff from the feedlot.
5. This operation shall comply with the Odor and Fly Control Guidelines adopted by County Resolution 2001-238 by the Board of County Commissioners. This includes developing an Odor and Fly Control Plan (as described on Page 7 of the Odor and Fly Control Guidelines) and submitting a copy to the County Planning Department for placement in the applicant's CUP file. This shall be completed within **two (2) year(s) of CUP approval.**
6. Meet and comply with the requirements of the County Building Division regarding new construction.
7. The proposal shall comply with the rules and regulations of the Franklin County Public Works Department. The proposed feedlot is located in an area of Franklin County not served by all weather roads. This means that depending on the severity of winter, the roads may be restricted from carrying legal loads during freeze/thaw periods of late winter/early spring.
8. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
9. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

MOTION

Grant approval to Conditional Use Permit Application CUP-2004-16, subject to the six (6) findings of fact and nine (9) conditions.



FRANKLIN COUNTY

COMMISSIONERS
 Courthouse - 1016 North 4th
 Pasco, Washington 99301
 (509) 545-3535

RESOLUTION NUMBER 2005 018

**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY PLANNING**

RE: A Conditional Use Permit (CUP 2004-16) to operate a feedlot in the A-P Zoning District.

WHEREAS, on January 5, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2004-16 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Jeff Curtis, and

WHEREAS, at the public meeting the Board has found as follows:


1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on December 7, 2004, 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 and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2004-16**.

NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be **APPROVED** in accordance with the provisions of the Franklin County Development Regulations and as recommended by the Planning Commission.

SIGNED AND DATED THIS 5th DAY OF JANUARY 2005.

**BOARD OF COUNTY COMMISSIONERS
 FRANKLIN COUNTY, WASHINGTON**

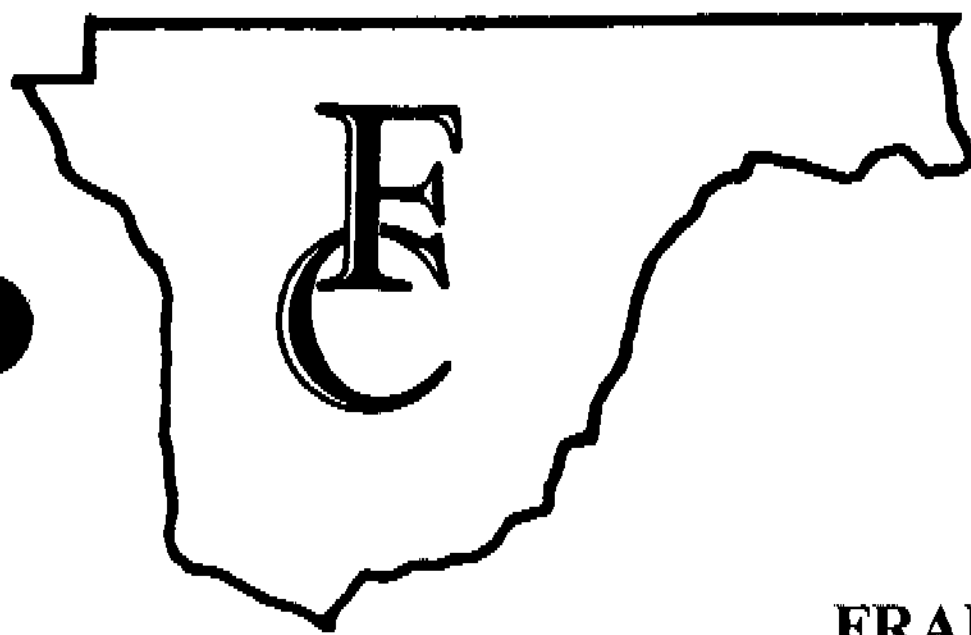

 Chairman


 Chair Pro Tem


 Member

Attest:


 Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

Courthouse - 1016 North 4th
Pasco, Washington 99301
(509) 545-3535

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2004-16

Page 2

Resolution Number 2005 018

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on January 5, 2005.

APPLICANT:

Jeff Curtis, 640 Warehouse Lane, Connell, WA 99326.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

Franklin County Tax Parcel Numbers: 109-760-136, 109-760-109, 109-760-163, 109-760-154, 109-760-145, 109-770-054, and 109-770-063.

NON-LEGAL DESCRIPTION:

The property is located west of the City of Connell, south of Highway 260, east of Dilling Road, west of Warehouse Lane near site address 640 Warehouse Lane.

CONDITIONAL USE:

A conditional use permit to operate a feedlot, no greater in size than 35,000 head count, in the Agricultural-Production (A-P) Zoning District.

FINDINGS OF FACT AND CONDITIONS OF APPROVAL (IF ANY):

Findings of Fact:

1. The construction and operation of an existing feedlot, with future expansion, in the A-P Zoning District **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan;
 - a. The land is zoned Agricultural-Production and the Comprehensive Plan designation is Agricultural.
 - b. A Feedlot that is greater in size than 1,000 head count requires a special/conditional use permit.
2. The proposal **WILL NOT** adversely affect public infrastructure.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2004-16**

Page 3

Resolution Number 2005 018

3. The proposal **WILL** be constructed, maintained, and operated to be in harmony with the existing or intended character of the general vicinity;
 - a. The existing and intended character of the area is agriculture.
4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof;
 - a. Other permitted uses such as single family homes, agricultural operations, and animal operations in the general vicinity will not be discouraged due to this operation.
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district;
 - a. The operation is not more objectionable than other permitted uses allowed in the area.
 - b. With the implementation of a Fly and Odor Control Plan, the operation will further its compatibility with other permitted uses allowed in the area.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed;
 - a. The operation will not endanger the public health, safety, or welfare at this site. To further ensure this, compliance with the necessary Federal and State CAFO standards is required prior to the operation expansion occurring at the site.

Conditions of Approval:

1. Approval allows for a conditional use permit to operate a feedlot, no greater in size than 35,000 head count, in the Agricultural-Production (A-P) Zoning District. A C.U.P. is required for all feedlot operations exceeding a maximum head count size of 1,000.
2. A Mitigated Determination of Non-Significance (MDNS) has been issued as part of the SEPA review and determination.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2004-16

Page 4

Resolution Number 2005 018

3. Applicant shall, at all times, comply with the necessary Federal and State standards, for Confined Animal Feeding Operations (CAFO's). This includes the NPDES (National Pollutant Discharge Elimination System) permitting through the WA State Department of Ecology and the EPA. This permit regulates the discharge of pollutants from point sources to waters of the State. Also, the applicant shall obtain compliance with the State of Washington requirements. The State of Washington is currently undergoing the development of new CAFO standards.
4. Applicant shall comply with the water quality standards of the South Columbia Basin Irrigation District. The District operates and maintains the EL85XWW that runs through the feedlot. The District's extensive water quality program monitors the waste way for contaminants including fecal coliform. The District will not accept any return flow or surface water runoff from the feedlot.
5. This operation shall comply with the Odor and Fly Control Guidelines adopted by County Resolution 2001-238 by the Board of County Commissioners. This includes developing an Odor and Fly Control Plan (as described on Page 7 of the Odor and Fly Control Guidelines) and submitting a copy to the County Planning Department for placement in the applicant's CUP file. This shall be completed within **two (2) year(s) of CUP approval**.
6. Meet and comply with the requirements of the County Building Division regarding new construction.
7. The proposal shall comply with the rules and regulations of the Franklin County Public Works Department. The proposed feedlot is located in an area of Franklin County not served by all weather roads. This means that depending on the severity of winter, the roads may be restricted from carrying legal loads during freeze/thaw periods of late winter/early spring.
8. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
9. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2004-16**

Page 5


Resolution Number 2005 018

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 AND/OR CORPORATION, HIS HEIRS AND/OR ASSIGNS. IT CANNOT BE TRANSFERRED TO ANOTHER SITE.

This Conditional Use Permit issued this 5th day of January 2005.

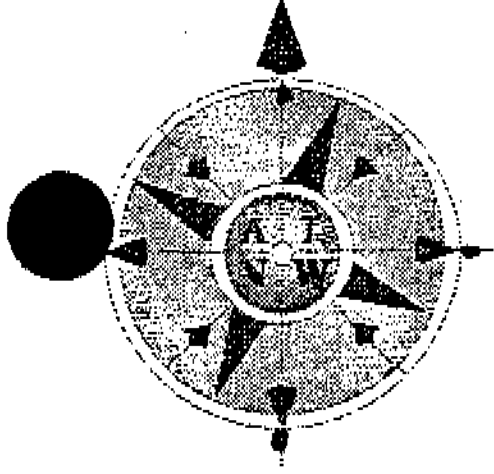
**BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WA**


CHAIRMAN

ATTEST:


CLERK OF THE BOARD

- Original to file
- Duplicate to Applicant
- Duplicate to County Commissioners
- Duplicate to be recorded with Auditor



Archaeological Investigations Northwest, Inc.

2632 S.E. 162nd Ave. • Portland, Oregon 97236
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

January 3, 2005

Tim Fife, P.E.
Public Works Director/County Engineer
Franklin County
3416 Stearman Ave.
Pasco, WA 99301-7104

Re: Franklin County Lease Proposal for inspecting and assessing damage from encroachment onto Corps of Engineers lands near Pasco

Dear Mr. Fife:

My company, Archaeological Investigations Northwest, Inc. (AINW), is available and interested in assisting you and Franklin County by conducting an on-site inspection and preparing a damage assessment for an encroachment onto Walla Walla District U S Army Corps of Engineers (Corps) lands near Pasco. Based on a discussion with Corps Archaeologist, Ray Tracy, this morning, and a review of your lease agreement, I understand that the following tasks need to be completed.

- Coordinate with Franklin County and the Walla Walla District's cultural resource staff regarding scheduling an on-site field meeting and a review of cultural resource records that are on file at the Walla Walls District office,
- Conduct an on-site visual inspection of the encroachment area,
- Conduct subsurface probes as necessary to determine if archaeological deposits have been impacted,
- If cultural resources are found within the disturbance area, complete an Inadvertent Discovery Report (Appendix E of the lease agreement),
- Prepare a draft inspection report and submit to Franklin County for review,
- Prepare a final inspection report that incorporates County review comments.

For this project, I would serve as Project Manger and would assist in the coordination between the County and the Corps. The field inspection, review of cultural resource records and site forms, and preparation of the draft inspection report would be done by one of AINW's supervisory archaeologists, and I would review the report and serve a quality control function.

The draft inspection report would be submitted to you for review. Review comments from the County would be incorporated into the final report for submittal to the Corps. If resources are present within the disturbed area, AINW would include recommendations for assessing significance and developing protection or mitigation measures as necessary. I would be able to provide you with cost estimates for any necessary follow up actions.

FRANKLIN COUNTY RESOLUTION NO. 2005-019

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: APPROVE THE ARCHAEOLOGICAL INVESTIGATION ON THE FRANKLIN COUNTY LEASE PROPOSAL FOR INSPECTING AND ASSESSING DAMAGE FROM ENCROACHMENT ONTO WALLA WALLA DISTRICT U.S. ARMY CORPS OF ENGINEERS LAND NEAR PASCO, IN AN AMOUNT NOT TO EXCEED \$3,650

WHEREAS, the Franklin County Public Works Director / County Engineer received a letter from Archaeological Investigations Northwest, Inc., regarding the Franklin County lease proposal for inspecting and assessing damage from encroachment onto Walla Walla District U.S. Army Corps of Engineers lands near Pasco:

WHEREAS, Mr. John L. Fagan, Ph.D., RPA, President and Senior Archaeologist of said company estimated the tasks could be completed for an amount not to exceed \$3,650, which includes \$3,335 in labor for 63 man-hours and \$315 in expenses; and

WHEREAS, general liability and worker's compensation insurance certificates will be provide upon request at no additional cost; and

WHEREAS, the County will not require a waiver of subrogation or need to be listed as primary on the insurance certificates;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the archaeological investigation on the Franklin County lease proposal for inspecting and assessing damage from encroachment onto Walla Walla District U.S. Army Corps of Engineers lands near Pasco, in an amount not to exceed \$3,650.

APPROVED this 5th day of January 2005.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

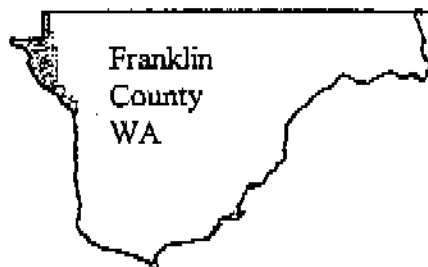
Attest:


Clerk to the Board

Originals: Auditor
Minutes
Public Works

cc: Accounting Department
Archaeological Investigations NW Inc.
Prosecutor

January 5, 2005

Board of Supervisors

Scott Kawauchi - Chair

Steve DeRuyter - Vice

Chris Herron - Treas.

George Poulson

Franklin Conservation District

1620 Rd. 44 N.

Pasco, WA 99301

Ph. (509) 545-8546 Ext. 3 FAX (509) 547-2007



December 21, 2004

Tim Fife
 Franklin County Public Works Director
 3416 Stearman Ave.
 Pasco, WA 99301

Dear Mr. Fife,

The Franklin Conservation District has for the past two years used Chiawana Park as the release site of our Salmon in the Classroom Program. Chiawana Park is the ideal location for the District's Salmon release. Students from McLoughlin Middle School are able to walk to the release site which eliminates the cost of hiring a bus to transport them. Three schools will be able to work with Benton Franklin Transit to transport their students to this location at a greatly reduced rate. We simply do not have the funding in our grant budgets to transport students from the nine participating schools to an alternative release site.

We are requesting the County's permission to use the park with following self imposed conditions:

- #1. We will provide portable bathrooms for the students so that we will not need to use the parks facilities.
- #2. We will provide a clean-up crew that will ensure the Park is free of litter after the release is complete.

We are very appreciative of the assistance that Public Works and the County Commissioners have provided in the past. We sincerely hope that we can work together to meet the needs of our local school children during this period of transition. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive that reads "Mark Nielson".

Mark Nielson
 District Manager

The Contractor agrees to provide services associated with this contract in a manner that supports the vision of the one-stop service delivery system.

4. COMPLIANCE

A. Regulatory Framework

The Contractor shall fully comply with the following, as well as with all applicable Federal, State and local laws, regulations, rules, policies and procedures:

- 1) The Workforce Investment Act, (WIA) Public Law 105-220, all Federal WIA regulations and State and WDC policies and procedures issued pursuant to the WIA as currently in effect or as hereafter amended, and any new legislation, regulations, policies and procedures which may replace WIA;
- 2) Federal OMB Circulars which are applicable to non-profit agencies, and to state governmental entities and applicable state fiscal policies and procedures, which currently include but are not limited to A-87, A-122, and A-102.
- 3) The WDC's Strategic and Operations Plans.

5. CHANGES

A. Unilateral Modification

This contract may be unilaterally modified at any time by the WDC if required by changes in Federal or State laws, regulations, or rules. The Contractor must accept the unilateral modification or may elect to give immediate notice of contract termination.

B. Bilateral Modification

This contract may be bilaterally modified at any time by the execution of a written, signed contract modification.

C. Budget Adjustments

Except as set forth below, a written, detailed explanation of requested changes in amounts to budgeted line items must be submitted to and approved by the WDC Executive Director, and followed up by a formal modification to the contract prior to expenditure of funds by the Contractor.

Individual line items may be over expended, up to a maximum of 10% of the expenditure line item, without pre-approval by the WDC Executive Director, provided that total expenditures by the Contractor may not exceed the maximum contract amount set forth for this Agreement.

D. Contract Termination

This contract may be terminated early in whole or in part for any of the following reasons:

- 1) Either party may terminate this contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;

The Contractor shall, where applicable and/or required by law or agreement, provide proof of professional liability insurance in coverage amounts satisfactory to the WDC.

C. Notice of Claims

Notice shall be promptly submitted to the WDC of any action or claim being brought against the Contractor resulting from this contract.

D. Disallowed Costs

In the event of disallowed contract costs, each party agrees to bear its own litigations costs.

7. CERTIFICATIONS

A. Legal Authority

The Contractor certifies that it possesses the legal authority to execute this contract and to perform required work.

B. Defective Pricing

If any cost or price under this contract is significantly increased or decreased as a result of defective data submitted by the Contractor, the WDC reserves the right to renegotiate the contract or to disallow and collect funds obtained by the Contractor due to false or negligently submitted pricing data.

C. Internal Controls

The Contractor will administer its programs with safeguards, including proper internal controls, necessary to reasonably prevent fraud and abuse.

D. Religious and Political Activities

The Contractor agrees not to engage in or permit any religious or political propagandizing in connection with the performance of this contract. The Contractor further agrees to comply with the provisions of the Hatch Act, which limits political activity of employees. In addition, the Contractor agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.

Participants shall not be employed in the construction, operation, or maintenance of any facility that is used or to be used in sectarian instruction or as a place for religious worship.

E. Independent Contractor

All parties to this contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

F. Conflict of Interest

The Contractor, including its agents and employees, will comply with all applicable Federal, State, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest. The Contractor further agrees to make available to its agents and employees copies of all applicable Federal, State, and local laws, regulations, ordinances, and policies and procedures governing conflict of interest, including the WDC's Code of Conduct.

The Contractor will retain a non-exclusive, royalty-free license on each subject invention, document, program or data to which the WDC, State or Department of Labor obtains title, except if the Contractor fails to disclose such invention, document, program, or data. The license is transferable by the Contractor only with the approval of the agency obtaining title, except when transferred to the successor of the Contractor.

Where the WDC, State and U.S. Department of Labor decline to request the transfer of rights, the Contractor shall retain the entire right, title and interest to each subject invention, document, program or data. In such event, the WDC, State and U.S. Department of Labor shall have a non-exclusive, non-transferable, irrevocable, paid up license to use subject invention, document, program, or data throughout the world.

N. Health and Safety

The Contractor shall maintain appropriate standards for health and safety in work and training situations, in accordance with the Occupational Safety and Health Act of 1970.

O. Labor Standards

The Contractor shall ensure that employees and applicable participants (e.g., those participating in OJT) shall be compensated by an employer at no less than the higher of the minimum wage specified in the Fair Labor Standards Act of 1938, as amended or the applicable State or local minimum wage.

P. Lobbying

No Federal funds have been paid or will be paid by the Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Q. Litigation Costs

The Contractor agrees that WIA funds cannot be used to litigate against the WDC, or against the Federal, State, or County governments.

R. Nondiscrimination

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this contract on the ^{basis} of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

Any dispute regarding a question of fact, a term, or a responsibility arising under this Contract shall be resolved as follows:

A written description of the problem will be forwarded to the WDC Executive Director for consideration by the Executive Director or the Executive Director's appointed representative. The Executive Director or the Executive Director's appointed representative will make a recommendation for resolution of the dispute with 14 working days after receipt of the written description. Neither party shall have recourse to the courts unless this procedure has been utilized.

T. Public Statements, Correspondence Material and Marketing Publications

The Contractor shall indicate in any press release or statement to the public related to the program that it is funded by the WDC and WDC from funds made available under WIA. The Contractor shall identify the WDC on all WIA funded correspondence material and marketing publications.

U. Unemployment Benefits

The Contractor shall not place participants with employers improperly failing to provide Unemployment Insurance Benefits.

V. Staff Levels

The Contractor agrees to maintain a consistent level of staffing for the programs in this contract in accordance with the staffing levels proposed in the Budget, Exhibit C. If maintaining the level of staffing is not possible, the Contractor agrees to submit a corrective action plan within sixty (60) days of any staffing shortfall in order to reprogram funds from vacant staff positions for the benefit of program participants.

W. Assignments and Subcontracts

The Contractor agrees not to assign or subcontract any part or all of its interest in this contract without written approval from the WDC. Identification of a specific subcontractor in the Statement of Work, Exhibit B, constitutes WDC approval.

All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor shall be held responsible for the performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to the WDC. This paragraph shall not require pre-approval of individual On-the-Job Training or Classroom Training agreements.

X. Subcontractor Compliance

In the event the Contractor enters into any subcontract agreement funded by these contract funds, the Contractor shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends the funds only for WIA allowable activities.

Y. Union or Anti-Union Activities

No funds under this contract will be used to assist, promote, or deter union organizing.

Z. Debarment and Suspension

The Contractor will comply with Executive Order 12549, "Debarment and Suspension", codified at 29 CFR part 98 including submission of a signed compliance certificate. This certifies that neither

the contract services and should include appropriate accruals. Closeout packages must comply with WDC requirements and must follow the prescribed format.

G. Audit Rights and Requirements

As a subrecipient of federal awards as defined by the Office of Management and Budget (OFM) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the WDC, the General Accounting Office, the State Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all subcontracts. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The Contractor shall ensure that subcontractors expending \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, shall procure a single or program-specific audit for that year. Upon completion of each audit, the Contractor and/or subcontractors shall submit, to the WDC, the appropriate documentation as required in OMB Circular A-133.

The Contractor further agrees to take all actions necessary to enable any WDC, State or Federal representative to determine whether the Contractor is properly performing its contractual obligations.

Failure by the Contractor to comply with this section shall constitute a material breach of contract upon which the WDC may cancel, terminate, or suspend this contract, or disallow payment previously received or requested.

9. REPORTS, MANAGEMENT INFORMATION SYSTEMS, EVALUATIONS, MONITORING, RECORDS

A. Reports

The Contractor shall submit all financial and other reports required by the WDC, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

B. Evaluations and Monitoring

The WDC will conduct ongoing evaluation and monitoring of the Contractor's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted. The Contractor shall monitor its own program inclusive of any subcontracts and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness.

C. Submission of Customer Training Materials

The Contractor agrees to submit upon request, copies of training agreements, outlines and materials. The Contractor agrees that training curricula and materials will be considered part of the ongoing assessment, evaluation, inspection, monitoring, and auditing of this contract and the attainment of contract goals.

D. Records Retention

EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 37.30

“It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: the recipient’s Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.”

Retrieval:

During the summer of 2005, the Contractor's teacher will operate a high school re-entry program for students who are behind in credits and are in danger of not graduating on time or dropping out of school.

Recovery:

High school counselors may refer recent dropouts to the Contractor, or the Contractor may recruit through their WIA Out of School Youth Program operated at WorkSource Columbia Basin and co-enroll in this project as appropriate.

SCHEDULE & OUTCOMES

Within the first month of the contract period, the Contractor will recruit a certificated, bilingual teacher and provide training for this teacher. Once completed, the contract period will be devoted to providing services to students as provided below:

	Finley	Pasco	Total
# Students Served	5	15	20
# Students Returning to School (dropouts retrieved)	0	5	5
# Students Retained	5	10	15
# Diplomas Obtained/On Target to Obtain On Time	4	13	17 (85%)
BEA funds raised	4	11	15 FTEs

Implementation Schedule:

	Program Year 2004			Program Year 2005		
	Quarterly Performance Goals					
Performance Factor	11/1/04 – 12/31/04	1/1/05 – 3/31/05	4/1/05 – 6/30/05	7/1/05 – 9/30/05	10/1/05 – 12/31/05	1/1/06 – 3/31/06
Total Dropout Enrollments	0	0	5	5	5	5
Total At-Risk Enrollments	0	10	15	15	15	15
Dropouts Retrieved	0	0	0	5	5	5
At-Risk Retained	0	10	15	15	15	15
Credits Earned	0	0	30 (1)	30	30	60 (2)
Diplomas Earned						17 (3)
Note (1) It is estimated that 15 student participants will finish their second semester Junior year by earning 2.25 credits.						
Note (2) It is estimated that student participants will complete at least 60 credits during their Senior year, which extends beyond this contract period (ending March 31, 2006).						
Note (3) It is estimated that 17 student participants will receive their Diploma at the end of their Senior year, which extends beyond this contract period (ending March 31, 2006).						

REPORTING

The Contractor shall submit to the WDC a narrative quarterly report on contract activities within 15 days following the end of the calendar quarter. A final report on contract activities shall be submitted no later than 15 days following the end of the contract period. A quarterly implementation report of client progress, plan vs. actual, must be provided within 15 days following the end of the calendar quarter.

PARTICIPANT TRACKING

Participants in this project will be entered into SKIES using the appropriate Program Type for the program content.

- (a) An exceptional or extraordinary circumstance **DOES** apply to the property which does not apply generally to other properties in the same zoning district or vicinity, and result from lot size, shape, topography or other circumstances over which the applicant has no control;
 - (i) The lot size is consistent with the surrounding area; and
 - (ii) An unusual circumstance for the lot is the location of the applicant's drainfield. The drainfield location, along the lots' east side yard, limits the applicant's ability to construct a garage on the property.
 - (b) That the variance **IS necessary** for the preservation of a property right of the applicant substantially the same as is possessed by owners of other property in the same zoning district or vicinity.
 - (c) That the granting of the variance **WILL NOT** materially affect the health or safety of persons residing or working in the neighborhood and will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood.
 - (d) That the variance **WOULD NOT** be materially detrimental to the intent of the Zoning Ordinance, or the property in the same zoning district or vicinity in which the property is located, or otherwise conflict with the objectives of any County plan or policy and the variance requested is the minimum variance which would alleviate the hardship.
 - (i) The garage is proposed to be 22' wide and 20' long. The existing home is approximately 40' feet from front property line. The front yard setback requirement is 25' feet in the R-S-20 Zone. To proceed would require a variance of 5' feet be granted for this application.
2. The proposal **WILL NOT** adversely affect public infrastructure.
 3. The proposal **WILL** be constructed, maintained, and operated to be in harmony with the existing or intended character of the general vicinity;
 - (a) The new construction will not further encroach into the setback than the home and buildings on the corner lot (located west of the applicant's home).
 4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.

Page 2
CUP-2004-16

- a. The existing and intended character of the area is agriculture.
4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof;
 - a. Other permitted uses such as single family homes, agricultural operations, and animal operations in the general vicinity will not be discouraged due to this operation.
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district;
 - a. The operation is not more objectionable than other permitted uses allowed in the area.
 - b. With the implementation of a Fly and Odor Control Plan, the operation will further its compatibility with other permitted uses allowed in the area.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed;
 - a. The operation will not endanger the public health, safety, or welfare at this site. To further ensure this, compliance with the necessary Federal and State CAFO standards is required prior to the operation expansion occurring at the site.

Conditions of Approval:

1. Approval allows for a conditional use permit to operate a feedlot, no greater in size than 35,000 head count, in the Agricultural-Production (A-P) Zoning District. A C.U.P. is required for all feedlot operations exceeding a maximum head count size of 1,000.
2. A Mitigated Determination of Non-Significance (MDNS) has been issued as part of the SEPA review and determination.
3. Applicant shall, at all times, comply with the necessary Federal and State standards, for Confined Animal Feeding Operations (CAFO's). This includes the NPDES (National Pollutant Discharge Elimination System) permitting through the WA State Department of Ecology and the EPA. This permit regulates the discharge of pollutants from point sources to waters of the State. Also, the applicant shall obtain compliance with the State of Washington requirements. The State of Washington is currently undergoing the development of new CAFO standards.

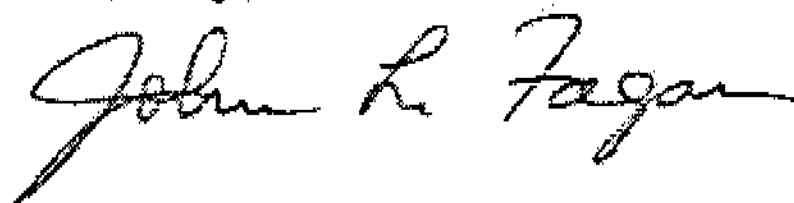
January 3, 2005
Tim Fife, P.E.
Public Works Director/County Engineer
Franklin County

Page 2

I estimate that the tasks noted above could be completed for an amount not to exceed \$3,650.00. This estimate includes \$3,335.00 in labor for 63 person hours, and \$315.00 in expenses. Expenses are estimated to include costs for vehicle rental and fuel for two days at \$175.00, lodging for one night for one person at \$55.00, per diem for two days at \$60.00, maps and photocopies at \$15.00, and long distance communications and shipping at \$10.00. I can schedule the fieldwork as soon as I receive a notice to proceed, however, snow-free conditions will be necessary during the field inspection. Please note that this estimate should be considered as a not to exceed amount, and is based on estimated hours to complete the tasks noted above.

I can provide you with general liability and worker's compensation insurance certificates upon request at no additional cost; however, if you require a waiver of subrogation or need to be listed as primary, the costs from our insurance carrier for these certificates will be billed to the project. If necessary, I can provide you with a more detailed cost estimate for the proposed tasks noted above. I am available to discuss this proposal at your convenience, and I look forward to the opportunity to work with you and Franklin County on this project.

Sincerely,



John L. Fagan, Ph.D., RPA
President/ Senior Archaeologist

(JLF 2420)