

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for January 12, 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; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

## OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

### Consent Agenda

**Motion** – Mrs. Corkrum: I move for approval of the consent agenda as follows:

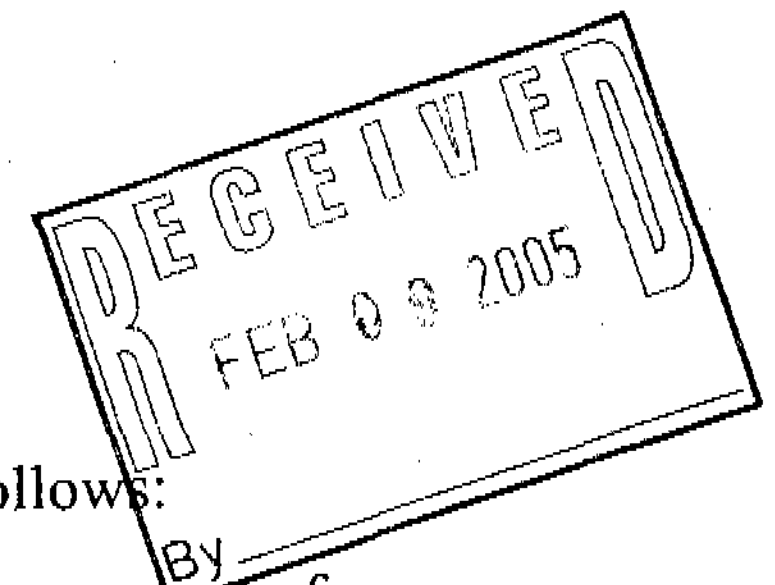
1. Approval of **Resolution 2005-026** for an intra budget transfer in the amount of \$1,000 within the **2004** Current Expense Courthouse Budget, Number 001-000-200, from line item 518.30.35.0000 (Small Tools & Equipment) to line item 518.30.48.0001 (Repairs & Maintenance - PSB). (Exhibit 1)
2. Approval of **Resolution 2005-027** for an inter budget transfer in the amount of \$1,700 from the **2004** Current Expense Prosecuting Attorney Budget, Number 001-000-480, line item 515.20.41 (Professional Services) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.0002 (Prosecutor Law Library). (Exhibit 2)
3. Approval of **Resolution 2005-028** for, in conjunction with RCW 36.32.210 (inventory), disposal of the surplus property as identified on the Outdated Equipment from Inventory Room, List 003, dated January 4, 2005 received from the Franklin County Information Services Department. (Exhibit 3)
4. Approval of **Resolution 2005-029** for an intra budget transfer in the amount of \$150 within the 2004 Current Expense Planning & Building Budget, Planning Department, Number 001-000-130, from line item 558.10.43.0001 (Travel) to line item 558.10.44.0000 (Advertising). (Exhibit 4)

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

### Vouchers/Warrants

**Motion** – Mr. Koch: I make a motion to approve the Salary Clearing Payroll of \$387,863.43: Warrants 36270 through 36354 for \$138,446.19; warrants 36355 through 36360 for \$38,785.62; and Direct Deposit for \$210,631.62. Second by Mrs. Corkrum. 3:0 vote in favor.

The cover sheet also includes the following amounts:



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Emergency Management Payroll warrants 6867 through 6873 for \$2352.82; warrants 6874 through 6877 for \$773.67; and Direct Deposit for \$5840.93; for a total of \$8967.42; and

Irrigation District payroll warrants 10505 through 10518 for \$5773.70; and warrants 10519 through 10522 for \$731.50; for a total of \$6505.20. (Exhibit 5)

Washington State Good Roads and Transportation Association 2005 Membership Dues

**Motion** – Mrs. Corkrum: I move for approval of payment of dues for \$75. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Planning and Development Department: Burn Control

Planning Director Jerrod MacPherson and Code Enforcement Officer Jim Cherry met with the Board. Present in audience: Ryan Verhulp.

Mr. Cherry gave the Board an update on recent requests from the Department of Ecology (DOE) regarding the Delegation Order for Agricultural Burning in Franklin County. The DOE wanted to audit Franklin County's program and also wanted to require Franklin County Commissioners, Franklin Conservation District (FCD) and DOE to all participate in an annual permitting program review. FCD Director Mark Nielson and Mr. Cherry have worked with the DOE to resolve DOE's concerns. The revised request from DOE will state that "Franklin County Commissioners, FCD and DOE will all participate in an annual program review as deemed necessary by any above party."

Mr. Cherry said DOE wants the commissioners to take a role in reviewing the program every so often. Mr. Brock said DOE took the commissioner's role away by requiring an agronomic expert.

Mr. Koch asked what was DOE's concern? Mr. Cherry said FCD was entering information in a computer program but some permits could not be adjusted in the computer system so the information was adjusted by handwriting on the permit. DOE did not receive the adjusted information. Mr. Cherry said there is a new simplified computer program coming out.

Mr. Cherry asked for Board approval of a letter to DOE requesting delegation authority for 2005, which is done annually. Then DOE will issue a delegation order to

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Franklin County. After the order is issued, there will be a review period in which Franklin County and FCD can express concerns. The contract with the FCD is a two-year contract so does not need renewal at this time.

**Motion** – Mrs. Corkrum: I move we send a letter requesting renewal of Delegation of Authority to Franklin County, Washington, for 2005 agricultural burning permits to the Department of Ecology. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Mr. Cherry answered Mr. Koch's question about outside burning other than agricultural burning.

Pasco Comp Plan Update

Mr. MacPherson said four people attended the Comprehensive Plan hearing in front of the Planning Commission last night.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board. Janet Reilly and Pat Austin were present in the audience.

Rescind Resolution 2004-603: 3/10ths of 1% Tax Ballot Measure

**Motion** – Mr. Koch: I make a motion we rescind Resolution #2004-603. This is Resolution 2005-030. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

New Waste, Inc.

The Board reviewed New Waste's actual 2004 costs and projected 2005 costs. Mr. Verhulp said each year we inquire whether New Waste has been completing the monitoring and whether the Health District verifies that the work is satisfying the requirements. Mr. Verhulp said Rick Dawson of the Health District has checked all of the monitoring sites at the site. Mr. Dawson told Mr. Verhulp that it appears New Waste has performed the monitoring they are required to do and that the costs were validly incurred. Each year, New Waste will submit to Franklin County an estimation as to what the monitoring costs will be for the full year. If the Board approves, the Board authorizes release of funds from the trust account. Mr. Verhulp was asked to check on the balance in the trust account.

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**Motion** – Mrs. Corkrum: I move for approval of Resolution 2005-031 to Baker Boyer National Bank regarding New Waste Landfill Post Closure Trust. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

**Claim for Damages – Aaron Young**

The Board reviewed investigation information about the claim (Exhibit 10). Mr. Verhulp reminded the Board that they asked for more information about how far the damaged irrigation equipment was located in the Franklin County right-of-way.

**Motion** – Mr. Koch: I make a motion to reject the claim. This is Resolution 2004-032. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 11)

**Executive Session** at 9:35 a.m. regarding litigation expected to last five to ten minutes. (Those in the audience left the room.)

**Open Session** at 9:40 a.m.

**Pasco Sanitary Landfill**

**Motion** - Mrs. Corkrum: I move for approval of the release settlement agreement and release between Pasco Landfill Group and Continental Insurance Company and authorize the chairman's signature. This is Resolution 2005-033. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

Clerk's Note: Resolution Number 2005-034 was not used.

**Motion** – Mrs. Corkrum: I move that we approve Exhibit A which is the Release Agreement between Pasco Landfill Group, Burlington Environmental, Inc., Resource Recovery Corporation, Continental Insurance Company with the Chairman's signature. This is Resolution 2005-042. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

**SUPERIOR COURT**

Superior Court Administrator Pat Austin met with the Board.

**Resolution Adopting Percentage Rates for Salaries and Benefits**

Ms. Austin explained the percentage rates for salaries and benefits for Benton-Franklin Superior Court employees.



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**Motion** – Mr. Koch: I so move the matter of adopting percentage rates for salaries and benefits for Benton-Franklin Superior Court. This is Resolution 2005-035A. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 14)

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Public Hearing: Road 100/Dent Extension Design and Location Study

Public Hearing convened at 9:46 a.m. Present: Commissioners Corkrum, Brock and Koch; County Administrator Fred Bowen; Engineer Tim Fife; Rick Door of J-U-B Engineers, Spencer Montgomery of J-U-B Engineers; and Clerk to the Board Mary Withers. Present in audience: Janet Reilly, Larry Alexander, Paul Alexander, Dirk Stricker of Windermere Group, Flo Sayre of Clark Jennings & Associates, Ralph Shoemaker, Kirk Bair, Tom Mahoney, David R. Barden of Big Bend Electrical Cooperative, Dwane Robison of Big Bend Electrical Cooperative, and Planning Director Jerrod MacPherson.

Mr. Door presented the design and location study information using a map. The extension would alleviate some of the existing traffic on Road 68. Significant traffic would use Dent Road. There would also be quite a bit of traffic that would use Easy Street. Alternative 3 is the most functional as being the direct connection.

Mr. Door said Alternative 1 is our recommendation to Fanning Road with improvements for the intersection at Fanning Road and also improvements in the alignment of the intersection with Columbia River Road. We feel that you would get the most benefit for the money spent and the least amount of impacts with Alternative 1, keeping in mind in the far future as growth develops and if the Urban Growth Boundary (UGB) expands north, then you may want to consider at some point in the future the Alternative 3 connection at that time.

Alternative 4 added length and quite a bit of cost and more impacts with alignment and right-of-way issues. Alternative 5 didn't meet the functionality of a direct route. There were some other alternatives considered as well.

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With all of the alternatives, we recommend extending Dent Road to the west to the new alignment. That is a brief overview of our recommendations and we would like to open it up at this time to questions and comments.

Mr. Brock opened the hearing to audience participation, limiting each person to not in excess of five minutes. Because there are alternatives, Mr. Brock asked people to stand and give their opinion on the extension of Dent Road, for and against, and on the alternatives. He asked if anyone would like to speak for or against.

Mrs. Corkrum said she was hoping somehow we would improve Dent Road east at the Clark Road intersection and maybe funnel some of the Taylor Flats traffic. Mr. Door said we did include costs for improvements to Taylor Flats Road intersection and making improvements to Dent Road to widen the shoulders to accommodate the additional traffic for all of the alternatives because all of the alternatives would have the same impacts.

Mr. Brock said he thinks this project will have to be done in phases because of the funding.

Ralph Shoemaker asked what's Phase 1? Mr. Fife said most people wanted it done yesterday. We have applied for a grant to do this project and it looks like we may get it. The money will not be available for a couple of years but there is funding available to start doing right-of-way acquisition and environmental review that will probably take a year or so to handle. There may be pieces of the project that we do separately. The phases have not been identified at this point. The intersection at Taylor Flats wasn't part of the grant proposal that we did but will have to be addressed.

Mr. Shoemaker asked if Phase 1 would go clear to Fanning Road. Mr. Fife said he thinks we'd have to do both in one phase. Mr. Brock said the whole project is contingent on the funding.

Mr. Shoemaker asked what type of road are you going to build? Mr. Door said it would be a standard two-lane county road. Mr. Fife said we will be putting left-turn lanes in some spots and probably a free right on Fanning. We will have to look at doing something like that on Dent Road where we cross it based on the traffic.

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Mr. Shoemaker asked would it become a main thoroughfare through the farm with stop signs on both sides of Dent and all the other roads? Mr. Fife said he would envision it that way, yes.

Flo Sayre said my concern is what you are going to do with Taylor Flats – Douglas Fruit intersection where all five roads come together. Will there be a light there? Mr. Fife said we need to study that further.

Larry Alexander asked are you going to make Road 68 four lanes? It seems like that's where all the traffic is. Mr. Fife said probably some day. Mr. Brock said hopefully this will ease some of the pressure on Road 68.

Larry Alexander asked where are all the cars coming from? Are they going to use Alternative 1 (indicated on map) or coming from Block 16 and going down Taylor Flats Road? How many people are going to be driving down this road? Mr. Montgomery said there's more traffic that comes down Taylor Flats than comes down Columbia River Road to get to Road 68. The modeling indicates a fair bit of traffic will come down Taylor Flats and Dent Road to use the southern mile. That will provide some relief to Road 68.

Mr. Brock asked about the traffic count on roads. Mr. Montgomery said traffic volumes in 2003 showed about 3100 daily vehicles on Taylor Flats Road north of Dent Road and about 1200 on Columbia River Road. The extension will give them another access to I-182 if they're heading towards Richland. Particularly in the afternoon it seems there is more congestion. Traffic signals are being placed at the Road 68 ramps with I-182 that will help quite a bit for a little while but with all the growth, it will continue to get worse, so by providing some alternate routes, it gives people options.

Flo Sayre asked what time of year the traffic counts were made.

Mr. Montgomery said he thinks most of them were taken in the spring, April and May time period. Some were done in the summer time. Traffic counts are not usually done in the wintertime. Flo Sayre said the reason for her question was to determine whether the traffic counts were done in the peak of potato harvest or apple harvest.

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Larry Alexander said it would seem like it would make a difference if it was people going to Pasco or Hanford workers going to Richland. The reason you want to put it through Block 1 is so people can go to Richland. He thinks the apple pickers would go down Road 68 whether there's a road there or not. I don't see how there's 1000 people there. There probably are 1000 apple pickers there. Paul Alexander made a brief comment.

Larry Alexander said Alternative 2 would go right through Paul Alexander's farm. He doesn't think there are that many cars going down Columbia River Road it seems like. He said he can't imagine 1000 cars go by there every day.

Ralph Shoemaker asked where the count was taken. Mr. Montgomery said he believes the count was taken just north of Dent which would include all the traffic that accesses Columbia River Road from Fanning and McDonald Street near the river and traffic that accesses Selph Landing Road near the river. A rule of thumb is that every household generates typically slightly less than 10 trips per day. Maybe there are 100 homes out there somewhere north of Dent Road that might generate that many trips. Mrs. Corkrum said there's quite a settlement on the river off of Sagemoor Road.

Larry Alexander asked is this actual traffic, not some day in the future traffic? Mrs. Corkrum said yes. Larry Alexander said I know I don't go to town 10 times a day.

Mr. Fife said we did receive comments from the fire district that this route would greatly enhance their ability to serve people who live in that area. It should help with emergency response, particularly if Road 68 or one of the other routes got cut off by an accident.

Flo Sayre said I grew up at the toe end of Dent Road just below the hill and have seen the metamorphosis of the community over the last 50 years so to speak. What I'm seeing is the road is needed; there's no question about it. I would think the most important spot is going to be your yellow Alternate #6 coming over and connecting where Broadmoor now connects to the end of Road 100 and any other access to that area because anyone in that area goes around Court Street or they go down Dent Road. It does create a tremendous traffic pattern, whether it be recreational, residential, or ag

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business. There is a need for an additional road there. I think the farmers who have been there forever should be included in the decision process. Some are going to like it, some are not, but regardless of how it sits, it's a necessary part of a growing community.

Ralph Shoemaker asked which route did the fire district select? Mr. Fife said he doesn't know if they did select a road. They were supporting the need. Mr. Shoemaker said it looks to me like the best access for the fire district is through the LaPorte Road (Alternative #4) which goes right straight through the fire district. He means not taking all the turns but simply go straight out through there. Mr. Fife doesn't recall the fire district picking any route, just approving the concept.

Larry Alexander asked about a route that he indicated on the map. He said that seems like the one that wouldn't really go through anybody's farm. Mr. Door said it was suggested in a public meeting. We looked at it briefly. It's impossible to meet design standards for a county road to follow that alignment because it follows an irrigation canal. There were significant impacts to straighten it out which increased the costs to a point that it didn't look like it was very feasible to consider. Mr. Fife said the right-of-way for that route is shared with the canal and the alignment is based on the canal. The canal or the road would have to be relocated.

Flo Sayre said it also stands to reason that you would use the roads that are currently existing for the least effect to cropland. We are a right-to-farm county so I think there is a certain preservation there.

Mr. Fife said J-U-B's recommendation is to do the Alternative 1 (green piece on the map), which is the first two miles, and Alternative 6 (yellow piece on the map), and improvements on Fanning itself at the intersection.

Ralph Shoemaker asked Planning Director Jerrod MacPherson, in the process of proposing some changes to the UGB area, what's the new growth going to do as far as people out in our area? More farms will be developed that they will be encompassing within their boundaries that they're proposing because that impacts them directly.

Jerrod MacPherson said as part of our planning process we're looking at reducing the UGB but allowing more flexibility in the rural shoreline development area basically

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west of this alignment (indicated on map). I think any one of the alternatives would help with shoreline development, especially if we have the east-west connections. From the standpoint of which alternative, I think they would all serve the purpose of rural shoreline development.

Assistant Planning Director Greg Wendt joined the audience.

Mrs. Corkrum asked if Alternative #3 would be an impact to the farming community? Mr. Fife said yes. Paul Alexander said that's my farm.

Mr. Montgomery said three farms north of Fanning Road would be impacted by Alternative #3. Looking at the benefits that could be provided by constructing that today or in the next five years, it seemed reasonable to us as we were performing the evaluation that the extra costs and impacts of extending directly north using Alternative #3 kind of outweighed the benefits. It would split the farm in half and it uses the type of irrigation system that would be hard to mitigate. So until they have the opportunity to subdivide and the UGB moves out there, we felt Alternative #1 provides the benefit that is being sought.

Mr. MacPherson said it will be awhile before the UGB gets out there. The City of Pasco is requesting that the current UGB be reduced because they have enough for the next 20 years. He said he doesn't believe the recommended alternative splits any parcels.

Larry Alexander asked if Alternative #2 is going to be done anyway. You said you were going to improve Fanning Road at the intersection. Mr. Door said we didn't feel the increased costs to do Alternative #2 was enough of a benefit over Alternative #1, just having a T intersection with Fanning. There are more right-of-way impacts and significant costs to do that. Mr. Montgomery said you end up creating some issues with Fanning and how it will connect with the curve and some other things. You could do it and facilitate getting to Columbia River Road but it doesn't really benefit the travel time savings. People would still have to make the turn. It would cause some issues crossing Fanning and whatnot.

Mr. Shoemaker said I think since the planning isn't going to be there for these people to cut their farms in half and leave them with an acre or two acres or three acres



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and they can't sell it because it's not 20 acres, that that's very unfair for those people. I think I agree with Flo Sayre that you should follow as much as possible the existing roads that are out there. And the least amount of impacts on farms as I see it is Alternative 4 because it just takes the front end of farms there instead of right through the middle of farms and ruins the whole farm. (Flo Sayre nodded her head.)

Kirk Bair lives on the corner of Dent Road and Richview Drive. We have a circle right there on Easy Street. I'm kind of neutral. I know we need this. I hate going down to Road 68 and running into all that traffic but I'm not real thrilled about more traffic by my house. That's a selfish attitude. I know that doesn't hold any water. Living out there all my life and knowing where all these houses are and knowing what the traffic flow is like, Alternative #1 is a no-brainer. Alternative #6 option would be the second thing to do in my opinion. Alternative #1 is the biggest bang for your buck. It will get everyone off of Fanning Road. It will pull people off of Columbia River Road onto Easy Street and get them off of Road 68. That's pretty obvious to me. It may be that 10 years after this you could plug in Alternative #2 or something like that if traffic warrants it. The engineer talked about the bridge on Fanning. You would definitely have to do something about that narrow bridge.

Mr. Fife said yes, we need to address the bridge and the intersection at Taylor Flats.

Mr. Bair asked you're saying that the traffic on Dent Road would hit a stop sign on Easy Street? Mr. Fife said that is what I envision. We'll take a look at the modeling. You try to stop the route that has the least traffic. If it turns out to be the other way, so be it.

Mr. Brock said this is drawn out as one big project but will have to be phased over several years to get it done.

Mr. Bair said right now, I head west on Dent towards the river, drop down by Central Pre-Mix and come around, just to avoid traffic on Road 68. For me that would be pretty cool.

Mr. Shoemaker said everyone in the subdivisions could go that way, too.



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Mr. Bair said all the people in Byers and people on the river off of Kohler Road would probably use it, too, because they have to come to Road 100 anyway to get on the freeway.

Tom Mahoney lives on Selph Landing before it hits the water. I'm curious as to how this is going to impact me. Obviously it doesn't make that much difference but I feel for the farmers. Are you planning an LID for this area or have it be done by grants? Mr. Fife said the funding source is called the Rural Arterial Program. It's a state gas tax, a competitive process that we compete with other counties in the southeastern region. We did rate well on this for the next biennium. Unfortunately it will take two bienniums worth of funding for us so it will take some time.

Mr. Bair said where the new apartments are on Road 68, that's a real traffic hazard. Mr. Brock said that's in the city. Mr. Bair said I've come close to being rear-ended there. Mr. Brock said that's not marked well at all. Mr. Mahoney said they need to mark that.

Mr. Brock said the city has been contacted about the stoplight. Mr. Fife responded to Mr. Shoemaker's question about the city's plans, stating he thinks the city ultimately plans to make Road 68 four lanes all the way to the county line as the area develops.

Dorothy Davis spoke. She has a farm on Sagemoor and Columbia River Road, and a building lot on Kohler Road. The proposed expansion impacts both locations. She said I'm thoroughly enthused about whichever one you do. Alternative #4 is probably great for us. But any of it's going to be appreciated.

Flo Sayre said years ago there was an emphasis to put a bridge across the river. Is that anywhere in the works at any time? Mr. Brock said I am not a supporter of the bridge but it's a project on the Good Roads agenda but it's way down the list. Mr. Brock said I can see the problems it would have in the county. Mr. Fife said it would be a toll bridge.

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Mr. Mahoney said the state actually gave us \$50 million to do it but it was never done. Mr. Fife said the big supporter of that project at this time is the Port of Benton, to use as a link for vehicles but also for trains.

Larry Alexander asked if there is a long-term plan for Block 1 that's already been thought of. Mr. MacPherson said we're working on a draft comprehensive plan update to the 1995 comp plan and we propose that basically all of Block 1 other than shoreline development will remain in ag for at least a 20-year period. The planning period is a 10-year period. The city has requested that the UGB be reduced and we are proposing to leave Block 1 in ag at this time.

Larry Alexander asked on Alternative #2 or Alternative #4, do the curves take up a whole big corner of a field or mess up a whole field? Mr. Fife said the curves would be sized to accommodate the design speed we're looking for which is typically five miles an hour over what we post it at. Mr. Door said the curves would be 1500' radius curves. Mr. Fife said we try to miss the radius of circles because it gets very costly.

Larry Alexander said Alternative #2 has a circle but Alternative #4 is siphon irrigated. Mr. Fife said if we went with Alternative #4, mitigation or damage costs have to be paid for irrigation practices they are currently using and make that person or property whole. In negotiations we may end up buying the whole corner if that's what they desire. That's part of the negotiation process in the right-of-way phase and appraisal process. There are substantial damages involved any time you do that with farmers or a farmer's ability to farm what's left over. At this point in time, the engineers are saying it doesn't justify excess cost at this time. By taking Fanning Road, we will accomplish what we're attempting to do and at a later date if it is justified, then we would go through this process again. The costs don't justify doing any of those at this time.

Hearing was closed to audience participation.

Mrs. Corkrum said my question was answered on Route 3. My concerns about Dent – Clark and Columbia River intersection have been answered.

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Mr. Fife said we will look at the intersections of Clark, Dent, Taylor Flats, and Columbia River Road a lot closer. We need to address pieces on Fanning Road itself such as the bridge and the intersections.

Mrs. Corkrum said she didn't hear a whole lot of objection about Alternative 1 today. Mr. Shoemaker asked if there has been any written objection. Mr. Fife said we haven't heard anything.

Mr. Brock thanked the people for coming. Hearing was closed.

Mr. Fife asked when the Board will make a decision. Mr. Brock said, "Later." Mr. Fife said we need to make a formal declaration that it is needed and then choose the route. Mr. Brock said he thinks it is more appropriate when we are closer to the funding. He doesn't think there is much question on phase one. Mr. Fife said that's what is being recommended, Alternative 1 and Alternative 6 at this time. Mr. Montgomery said we would typically take a copy of the resolution and the summary of the public meeting and stick it in the report to finalize it so that would be a record. Mr. Brock wants a recommendation on phases before we approve it with funding.

Mr. Fife said there are two questions. One, do we need it? The Board would need to make a formal declaration to extend the road to wherever. Two, how exactly does that take place? Those can happen without funding. We don't have paperwork today. Mr. Fife and the engineers will prepare some specific paperwork so the report can be finalized stating this is how it will be done when the funding does come in. Mr. Fife anticipates some funding will be available in June for right-of-way and engineering.

Mr. Brock said he thinks Phase 1 up to Dent Road is very obvious. Mr. Koch said Dent to Road 100 is also needed. Mrs. Corkrum said then that will give the City of Pasco some direction as to how their portion of Road 100 to the freeway will match up to our road.

Acceptance of Magnolia Court

Mr. Fife show the Board Magnolia Court on the map.

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**Motion** – Mr. Koch: I make a motion we accept Magnolia Court as shown on the plat of Bales Place and declare it a county road. This is Resolution 2005-035. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 15)

**Reduce Speed Limit to 25 on Fir Hill**

Mr. Fife told the Board he signed a memo reducing the speed limit to 25 miles per hour at Fir Hill while the detour is being used, probably for about a week.

**ISTEA Funding**

Mr. Fife reported to the Board that Franklin County's proposal for ISTEA funding was approved at the Benton Franklin Council of Governments (BFCoG) meeting.

**Recessed** at 10:44 a.m.

**Reconvened** at 10:58 a.m.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

**Soroptomist International**

Jacque Sonderman met with the Board, representing Soroptomist International organization. She asked if the county would allow the Print Shop to print 1500 raffle tickets for a service project for Domestic Violence Services. The cost of materials would be less than \$50. The printer is willing to donate her time after hours.

Mrs. Corkrum said our prosecutors are very involved in domestic violence services. The Board **gave approval**.

**Inter Budget Transfer**

**Motion** – Mr. Koch: I will make a motion to transfer \$371,000 from Capital Outlay Budget #300-000-001 to Cumulative Reserve (Rainy Day) Fund Budget #100-000-001. This is Resolution 2005-036. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 16)

**Agreement between Rotschy, Inc., and Franklin County**

Rotschy, Inc., has asked to park their equipment on Franklin County property while they do a project. Mr. Bowen asked Rotschy to provide a deposit while they use the property to park their equipment. He asked for approval of the agreement with Rotschy.

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**Motion** – Mrs. Corkrum: I move for approval of Resolution 2005-037. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

Requests to Civil Prosecutor

Mr. Bowen gave an update to the Board on items that have been sent to Ryan Verhulp, the Chief Civil Deputy Prosecutor, for review.

Grand Ole Fourth Contract

**Motion** – Mrs. Corkrum: I move when the contract is available for Vocal Trash today for the Grand Ole Fourth Celebration that we allow the chairman to sign. Second by Mr. Koch. 3:0 vote in favor. Resolution 2005-038 was assigned. (Exhibit 18)

Dog Issues

Mr. Brock had requested that information be obtained about dog control inside the urban growth area of the county. There have been problems with packs of dogs. Mrs. Corkrum would like a blown-up colored map of Riverview area prepared for use by whoever handles the dog control.

J&J Security

Mr. Bowen asked for approval of a resolution stating Franklin County is cutting J&J Security services back to half time.

**Motion** – Mr. Koch: I do make a motion regarding the Professional Service Contract between Franklin County and J&J Security for courthouse security services effective October 1, 2004. This is Resolution 2005-039. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 19)

Grand Ole Fourth Celebration

Mr. Bowen asked for formal approval and creation of a budget for the Grand Ole Fourth Celebration.

**Motion** – Mrs. Corkrum: I move we approve to support expansion of the Grand Ole Fourth Celebration and creation of the Grand Ole Fourth Budget. This is Resolution 2005-040. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 20)

Mr. Bowen asked that this be a bottom line budget at least for the first year, not a line item budget. The Board agreed.

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FRANKLIN COUNTY  
Commissioners' Proceeding for January 12, 2005

Transfer \$40,000 from Rainy Day to Grand Ole Fourth Budget

Mr. Bowen asked for approval to transfer \$40,000 from the Rainy Day Fund to the Grand Ole Fourth Budget.

**Motion** – Mr. Koch: I will make that motion to transfer \$40,000 from 2005 Miscellaneous Expense Rainy Day Fund to Miscellaneous Expense Grand Ole Fourth Budget. This is Resolution 2005-041. Second by Mrs. Corkrum. 3:0 vote in favor.  
(Exhibit 21)

**VOUCHERS/WARRANTS**


**Motion** – Mrs. Corkrum: I move for the payroll for Franklin County Public Works Department for \$63,076.85; and payroll for Motor Vehicle Fund payroll in the amount of \$9798.78. Second by Mr. Koch. 3:0 vote in favor.


**Adjourned** at 11:39 a.m.


COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for January 12, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until January 19, 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 026**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,000 WITHIN  
THE 2004 CURRENT EXPENSE COURTHOUSE BUDGET, NUMBER  
001-000-200**

**WHEREAS**, the Facilities & Maintenance Superintendent repaired emergency lighting and circuit switches at the Public Safety Building (PSB) and replaced locks in the courtroom modular; and

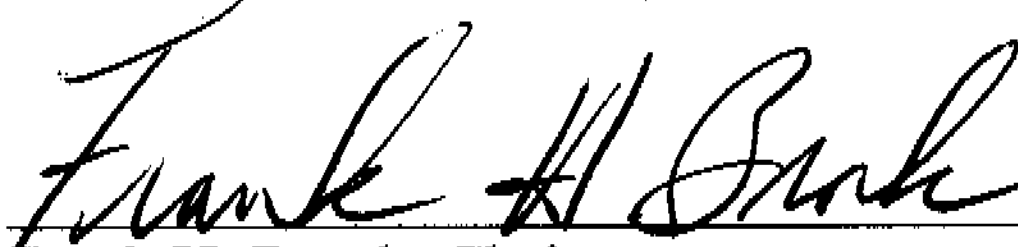
**WHEREAS**, the Superintendent requested a transfer due to insufficient funds in the PSB Repairs & Maintenance line item to cover associated costs, as funds were previously transferred out of this line item for emergency repairs at the Annex; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$1,000 for this purpose;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$1,000 within the **2004** Current Expense Courthouse Budget, Number 001-000-200, from line item 518.30.35.0000 (Small Tools & Equipment) to line item 518.30.48.0001 (Repairs & Maintenance - PSB).

**APPROVED** this 12<sup>th</sup> day of January 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Nava J. Corkrum, Chairman Pro Tem

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Maintenance

cc: Accounting Department  
Departmental Transfer Notebook

## FRANKLIN COUNTY

OFFICE OF

COUNTY AUDITOR

Phone (509) 545-3536

1016 N 4th  
Pasco, Washington 99301Zona G. Lenhart  
COUNTY AUDITOR

RECEIVED

JAN 06 2005

FRANKLIN COUNTY  
COMMISSIONER

INTRA

INNER BUDGET TRANSFER

001-000-200

The 518-30-41-1 Budget has insufficient fundsAllocated to the line item(s) shown below. The Jeff Lenz Bld. Super.  
(Dept. Head)requests transfer(s) totalling \$ 1000.00

- |                     |                       |               |                    |         |                   |
|---------------------|-----------------------|---------------|--------------------|---------|-------------------|
| 1) From Line Item:  | <u>518-30-35-0000</u> | To Line Item: | <u>518-30-41-1</u> | Amount: | <u>\$ 1000.00</u> |
| 2) From Line Item:  | _____                 | To Line Item: | _____              | Amount: | \$ _____          |
| 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: | \$ _____          |
| 11) From Line Item: | _____                 | To Line Item: | _____              | Amount: | \$ _____          |
| 12) From Line Item: | _____                 | To Line Item: | _____              | Amount: | \$ _____          |
| 13) From Line Item: | _____                 | To Line Item: | _____              | Amount: | \$ _____          |
| 14) From Line Item: | _____                 | To Line Item: | _____              | Amount: | \$ _____          |
| 15) From Line Item: | _____                 | To Line Item: | _____              | Amount: | \$ _____          |

Jeff Lenz  
Elected Official or Dept. Head SignatureDATE: 1-6-05

**FRANKLIN COUNTY RESOLUTION NO. 2005 027**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: INTER BUDGET TRANSFER IN THE AMOUNT OF \$1,700 FROM THE 2004 CURRENT EXPENSE PROSECUTING ATTORNEY BUDGET, NUMBER 001-000-480 TO THE 2004 CURRENT EXPENSE CAPITAL OUTLAY BUDGET, NUMBER 001-000-710**

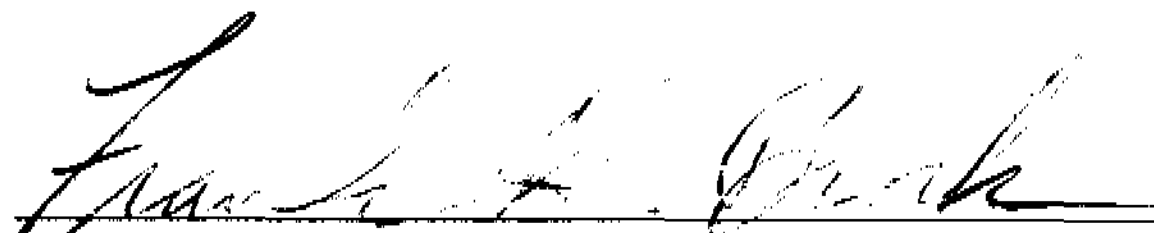
**WHEREAS**, the Prosecuting Attorney requested a transfer due to insufficient funds in the Capital Outlay Budget, Prosecutor Law Library line item; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and authorized a transfer in the amount of \$1,700 for this purpose;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an inter budget transfer in the amount of \$1,700 from the 2004 Current Expense Prosecuting Attorney Budget, Number 001-000-480, line item 515.20.41 (Professional Services) to the Capital Outlay Budget, Number 001-000-710, line item 594.00.64.0002 (Prosecutor Law Library).


**APPROVED** this 12<sup>th</sup> day of January 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

Attest:

  
Neva J. Corkrum, Chair Pro Tem

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
Prosecuting Attorney

cc: Accounting Department  
Departmental Transfer Notebook

FRANKLIN COUNTY  
COMMISSIONER**INTER BUDGET TRANSFERS REQUEST FORM**

The **CAPITAL OUTLAY** budget (001-000-710) has insufficient funds allocated to the line item(s) below.  
The **Prosecutor, Steve M. Lowe** requests transfer(s) totalling \$1,700.00

1) From Budget	<u>001-000-480</u>	To Budget	<u>001-000-710</u>	Amount: \$	<u>\$1,700.00</u>
From Line Item	<u>515.20 41 (Prof. Svcs)</u>	To Line Item	<u>594.00 64 0002 (Library)</u>		
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____
From Line Item	_____	To Line Item	_____	Amount: \$	_____


  
 \_\_\_\_\_  
 Elected Official or Dept. Head Signature


  
 \_\_\_\_\_  
 Date

**FRANKLIN COUNTY RESOLUTION NO. 2005 028**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SURPLUS PROPERTY – INFORMATION SERVICES REQUESTS  
DISPOSAL OF SURPLUS PROPERTY**

**WHEREAS**, the Board of Franklin County Commissioners received a request from the Information Services Department requesting disposal of outdated equipment; and

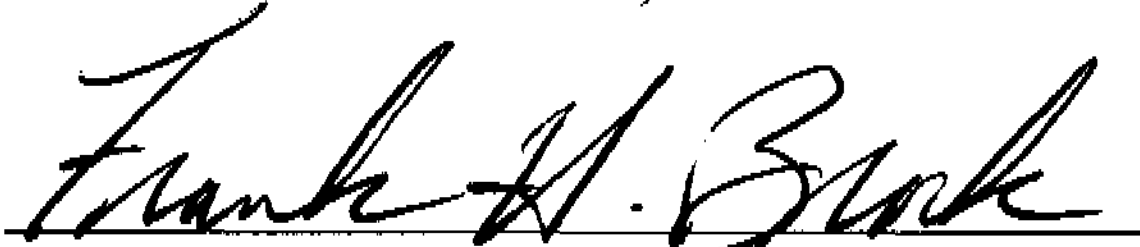
**WHEREAS**, the county legislative authority has no further public notice requirement pursuant to R.C.W. 36.34.020, because the property to be disposed is valued at less than two thousand five hundred dollars; and

**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, in conjunction with RCW 36.32.210 (inventory), disposal of the property as identified on the Outdated Equipment from Inventory Room, List 003, dated January 4, 2005 received from the Franklin County Information Services Department.

**APPROVED** this 12<sup>th</sup> 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  
Maintenance

cc: Information Services

2005 028

# Surplus Inventory

List 003 - Outdated Equipment from Inventory Room

1/4/2005

Sort: ITEM/FCIS

No.	FCIS	DESCRIPTION	ITEM	STATUS	REQ. DATE	DISP. DATE
1	1290	Switch Box	Other	ARV-4 REVK		
2	1291	Switch Box	Other	007732		
3	1292	Storage Device	Other	0007243		
4	1293	UPS	Other	W920309311		
5	1294	UPS	Other	W920312611		
6	1295	Scanner	Scanner	R1301173		
7	1296	Tape Drive	Other	1390000-055A		
8	1297	CD-ROM	Other	2525475		
9	4780	Hub	Other	0210395		
10	2777	Allied Telesis	Other	38706976		
11	4783	Hub	Other	75KR000210		
12	4744	Firewall	Other	10R7559		
13	1299	Zip Drive	Other	NXB530B5L9		
14	3079	Scanner	Scanner	SG637220N5		
15	4779	Multiplexer	Other	22458		
16	4778	Multiplexer	Other	13897		
17	4493	Scanner	Scanner	SG99B171FH		
18	4119	Keyboard	Keyboard	23421144		
19	1300	Hub	Other	572700389		
20	1301	Laptop	CPU	2472800120		
21	1303	CD-ROM	Other	HJ219638213146		
22	2089	Tape Drive	Other	7047103		
23	1302	CD-ROM	Other	3Y6OC02024		
24	4807	Hub	Other	T181900224		
25	4777	DSU/CSU	Modem	VA1230SX		
26	876	Hub	Other	0145592A365A		
27	4780	Hub	Other	0210395		
28	2777	Hub	Other	387069769156		
29	4873	Switch	Other	7SKR000210		
30	4250	7410 Plus	Phone	94T805035003		
31	4645	7410 Plus	Phone	RO11871		

2005 028

32	4601	7410 Plus	Phone	RO6785			
33	4380	7410 Plus	Phone	935SP71303259			
34	155	7410 Plus	Phone	91SP67017551			
35	4489	7410 Plus	Phone	95SP47305653			
36	239	7410 Plus	Phone	91SP67014609			
37	134	7410 Plus	Phone	91SP67017589			
38	230	7410 Plus	Phone	91SP67017330			
39	4644	8403	Phone	97SP40313448			
40	4671	2500	Phone	1-80			
41	2778	2500	Phone	3100011003290411			
42	2779	2500	Phone	84265			
43	2780	2500	Phone	3100011003290830			
44	2790	2500	Phone	83273			
45	4648	2500	Phone	3100011003291924			
46	4227	2500	Phone	95262M			
47	4187	2500	Phone	3100013000550341			
48	4654	2500	Phone	3100011003300537			
49	4656	2500	Phone	3100011003300435			
50	876	Hub	Other	0145592A365A			
51	4095	Storage Device	Other	HORQ26			
	1279	Storage Device	Other	HORQ25			
	1280	Storage Device	Other	HORPH6			
	1281	Switch Box	Other	80629			
	1282	CD-ROM	Other	5Y39198G111			
	1283	CD-ROM	Other	4122293GB			
	1284	Everex	Other	EMAC-20D			
	247	Hub	Other	CST20102			
	4939	Hub	Other	K241234502			
	4940	Hub	Other	K242438803			
	4637	Modem	Modem	164984			
	4795	UPS	Other	9435210063			
	4030	Modem	Modem	CJE-0265			
	1048	Modem	Modem	14E032392			
	1287	Modem	Modem	LCE139747			
	4167	m	Modem	14E229431			
	4034	Modem	Modem	14E032239			
	4636	Modem	Modem	LCE153776			



2005 028

4638	Modem	Modem	LCE139753				
4177	Modem	Modem	LCE139729				
4025	Modem	Modem	14E072418				
1288	Modem	Modem	LCE204070				
1261	Laptop	CPU	4570530581				
2028	Laptop	CPU	4570530002				
2105	Modem	Modem	A02010003436				
4639	Printer	Printer	Q0016756				
1262	Modem	Modem	A01931003728				
1263	Control Unit	Phone Eq	6110010005074302				
1264	Call Acct Buffer	Phone Eq	911120003				
4674	Printer	Printer	9JMAPS51436				
4259	7410 Plus	Phone	95SP49348587				
1265	Storage Device	Other	BS23393				
1266	Storage Device	Other	4681330030				
1267	Summagraphic	Other	010338105E315420335				
1268	Hub	Other	CST19152				
1269	Hub	Other	CST0009395				
1270	Hub	Other	CST0013046				
1271	Hub	Other	CST0012752				
1272	Hub	Other	CST0017538				
1273	Hub	Other	CST0009404				
1274	Hub	Other	CST0008781				
1275	Hub	Other	CST22119				
1276	Hub	Other	CST0012477				
1289	Switch Box	Other	TF99				
4812	CPU 8800	Other					
4811	WAN 8010	Other					
4810	Chassis	Other	89185N3690B02				
1142	Chassis	Other	19325217				
4092	UPS	Other	932R04701272				

**FRANKLIN COUNTY RESOLUTION NO. 2005 029**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$150 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 Advertising line item; and

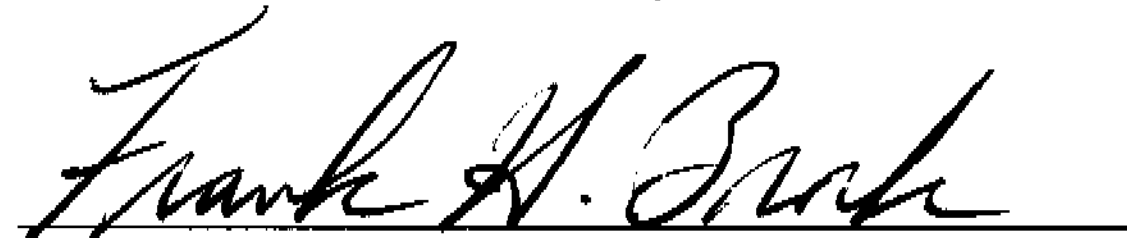
**WHEREAS**, the Director suggested moving funds from the Travel line item; and


**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 \$150 within the 2004 Current Expense Planning & Building Budget, Planning Department, Number 001-000-130, from line item 558.10.43.0001 (Travel) to line item 558.10.44.0000 (Advertising).

**APPROVED** this 12<sup>th</sup> 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

January 12, 2005

RECEIVED

JAN 10 2005

DATE: January 10, 2005To: Franklin County Board of CommissionersFRANKLIN COUNTY  
COMMISSIONERFROM: Jerrold MacPherson-Planning & Building DirectorRE: Inter 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: 558.10.43.0001(Travel) AMOUNT \$ 150.00TO CODE: 558.10.44.0000(Advertising) AMOUNT \$ 150.00

FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

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FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

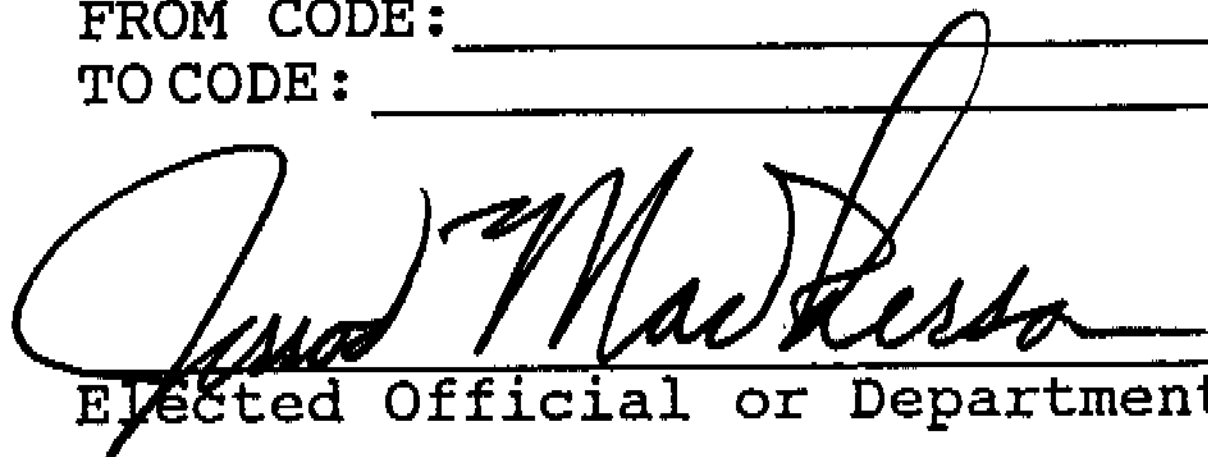
TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

FROM CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

TO CODE: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

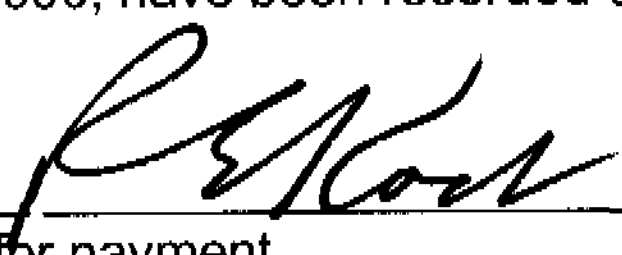


Elected Official or Department Head

January 14, 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, 01/14/2005,  move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	36270-36354	138,446.19
	36355-36360	38,785.62
	Direct Deposit	<u>210,631.62</u>
	<b>Total</b>	<b><u><u>\$387,863.43</u></u></b>

In the amount of \$ **387,863.43** . The motion was seconded by 

and passed by a vote of **3** to **0** .

**Emergency Mgmt Payroll:**

6867-6873	\$2,352.82
6874-6877	773.67
Direct Deposit	<u>5,840.93</u>
<b>Total</b>	<b><u><u>\$8,967.42</u></u></b>

**Irrigation Payroll:**

10505-10518	\$5,773.70
10519-10522	\$731.50
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u><u>\$6,505.20</u></u></b>

Washington State Good Roads &  
Transportation Assoc  
P.O. Box 19791  
Seattle, WA 98109

**Invoice**

Date

12/30/2004

**Bill To**

Franklin County Commissioners  
Frank H Brock  
1016 North 4th Avenue  
Pasco, WA 99301-3706

**RECEIVED****JAN 03 2005****FRANKLIN COUNTY  
COMMISSIONER**

Description	Qty	Amount
WSGR&TA 2005 Membership Dues		75.00
<b>Total</b>		<b>\$75.00</b>
<b>Balance Due</b>		<b>\$75.00</b>

January 12, 2005

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3

Fred H. Bowen  
County Administrator

Tiffany Coffland  
Human Resources Director

Patricia Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

January 12, 2005

Ms. Karen Wood  
Agriculture and Open Burning Unit Supervisor  
Washington State Department of Ecology  
Agricultural Burn Program  
4601 North Monroe  
Spokane, WA 99205 - 1295

**Re: Request for Renewal of Delegation of Authority to Franklin County, Washington  
for 2005 Agricultural Burning Permits**

Dear Ms. Wood:

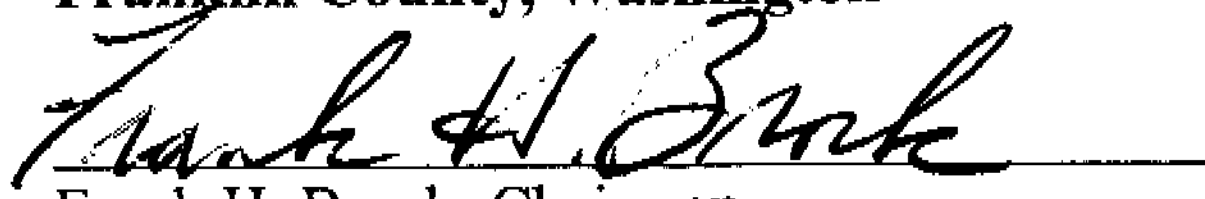
The Franklin County Board of Commissioners is requesting renewal of Delegation of Authority for Agricultural Burning, pursuant to Chapter 70.94 of the Revised Code of Washington State and rules and regulations of the Department of Ecology for the year 2005.

Please note that Franklin County entered into a two (2) year cooperative agreement with the Franklin Conservation District regarding agricultural burning permitting authority. A copy of Franklin County Resolution Number # 2003-660 and a copy of the Local Agricultural Burn Permitting Authority Cooperative Agreement are being enclosed with this request for renewal in reference to the above 2 year cooperative agreement..

Thank you for your assistance regarding this matter

Sincerely,

Board of County Commissioners  
Franklin County, Washington

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

**FRANKLIN COUNTY**  
**RESOLUTION NUMBER 2005 030**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

**RE: RESCIND RESOLUTION NUMBER 2004-603**

**WHEREAS**, the Board of Franklin County Commissioners discussed the special purpose sales and use tax provided for under RCW 82.14.450, and made a motion to rescind Resolution Number 2004-603, calling for a February 8, 2005, election on the levy of such special purpose and sales use tax.

**WHEREAS**, RCW 82.14.450(1) authorizes the Franklin County legislative authority to submit a proposition to voters for a special purpose sales and use tax at the rate of three-tenths of one percent (0.3%) at a primary or general election; and

**WHEREAS**, the next election in Franklin County is a special election on February 8, 2005; and

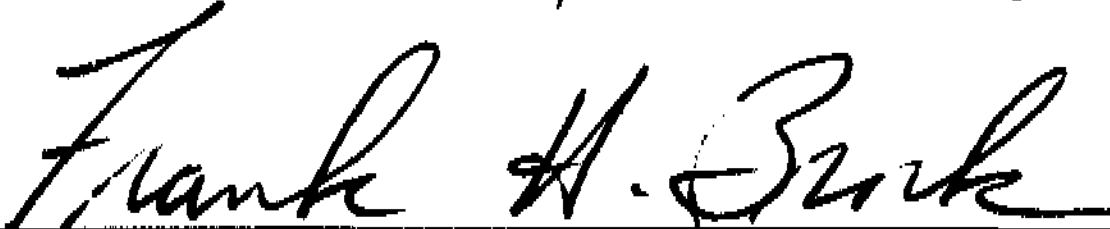
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires this action as being in the best interest of Franklin County; and

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby rescind Resolution Number 2004-603.


**BE IT FURTHER RESOLVED** that the Clerk of the Board is directed to provide a copy of this resolution to the Franklin County Auditor, and each City therein in Franklin County.

DONE this 12 day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairperson


  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member



2005 030

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

Franklin County Resolution Number 2005 030

## FRANKLIN COUNTY

RESOLUTION NUMBER

**2005 031**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

**RE: LETTER TO BAKER BOYER NATIONAL BANK REGARDING NEW WASTE LANDFILL – POST-CLOSURE TRUST**

**WHEREAS**, Franklin County has received a letter from New Waste, Inc., requesting that Franklin County grant authorization for release \$24,889.20 funds from the New Waste Landfill Post Closure Trust to Larry Dietrich as President of New Waste Landfill to cover post-closure costs for 2005.

**WHEREAS**, Franklin County is the beneficiary of the trust and has authority to grant such authorization, and

**WHEREAS**, the County has verified, through the Benton Franklin Health Department that Post Closure work is being completed and that such disbursement is appropriate, and to cover estimated post-closure expenses incurred January 1, 2005 through December 15, 2005.

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

**WHEREAS**, the beneficiaries have notified the Benton-Franklin Health Department of this plan of disbursement and the Benton-Franklin Health Department is in agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Board of Commissioners hereby authorize and direct Baker Boyer National Bank to disburse \$24,889.20 funds from the New Waste Landfill Post Closure Trust to Larry Dietrich, such disbursement not to occur until the Trustee is in receipt of concurrent authorization from the Grantor, New Waste Landfill.

DONE this 12 day of January, 2005.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairperson

  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

Franklin County Resolution Number \_\_\_\_\_

**PROSECUTING ATTORNEY  
FRANKLIN COUNTY, WASHINGTON**

**STEVE M. LOWE  
PROSECUTING ATTORNEY**

**PAIGE L. SULLY  
CHIEF CRIMINAL DEPUTY**

**RYAN E. VERHULP  
CHIEF CIVIL DEPUTY**

*1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301  
Criminal Division (509) 545-3543  
Fax (509) 545-2135*

**DEPUTIES:**

**FRANK W. JENNY  
DAVID W. CORKRUM  
MICHELLE M. McMILLEN  
ERICA N. DAVIS  
BRIAN V. HULTGRENN  
TIMOTHY E. DICKERSON  
SHAWN P. SANT**

December 16, 2004

Ron Horn  
Road Superintendent  
Franklin County Public Works Department  
3416 Stearman Avenue  
Pasco WA 99301-3776

Re: Claim for Damages – Aaron Young  
(Irrigation risers damaged by county mower)

Dear Mr. Horn:

The above-referenced claim was presented to the Franklin County Board of Commissioners on December 15, 2004. Following my presentation of the facts determined by the investigation the Board requested that I request, on their behalf, that a follow up investigation be conducted prior to their rendering of a decision on this claim. Please be advised that it would be my request that the follow up investigation include the following:

- 1) Measurement from the edge of the paved roadway to the damaged irrigation riser.
- 2) Measurement from the riser to the nearest edge of the Franklin County right-of-way.
- 3) Photograph(s) of the areas or property in question.

Per your usual procedure I would appreciate these follow up investigation details to be forwarded to me in a report along with any photographs for presentation to the Franklin County Board of Commissioners.

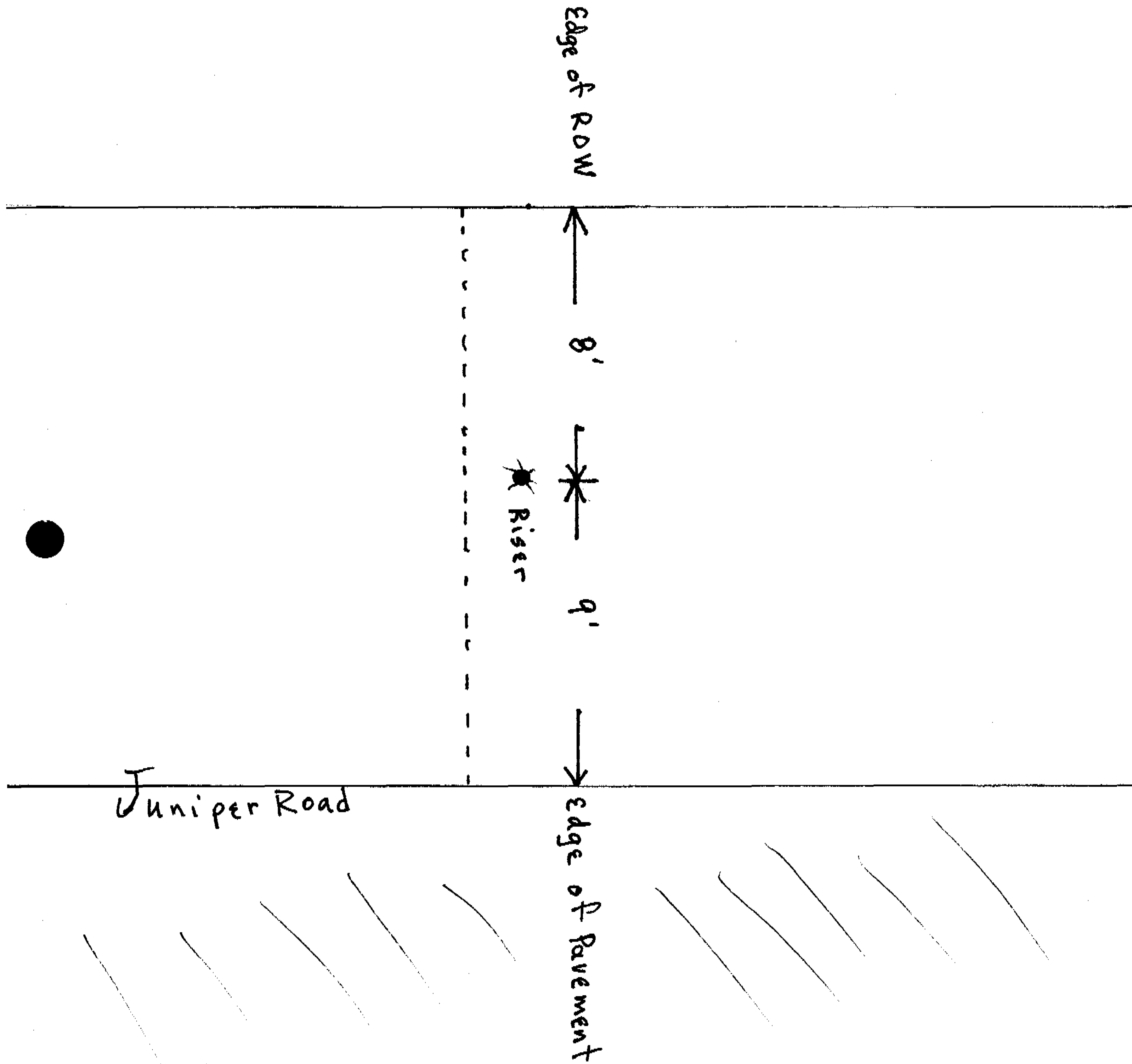
I appreciate you and your staff continuing to attend to this matter.

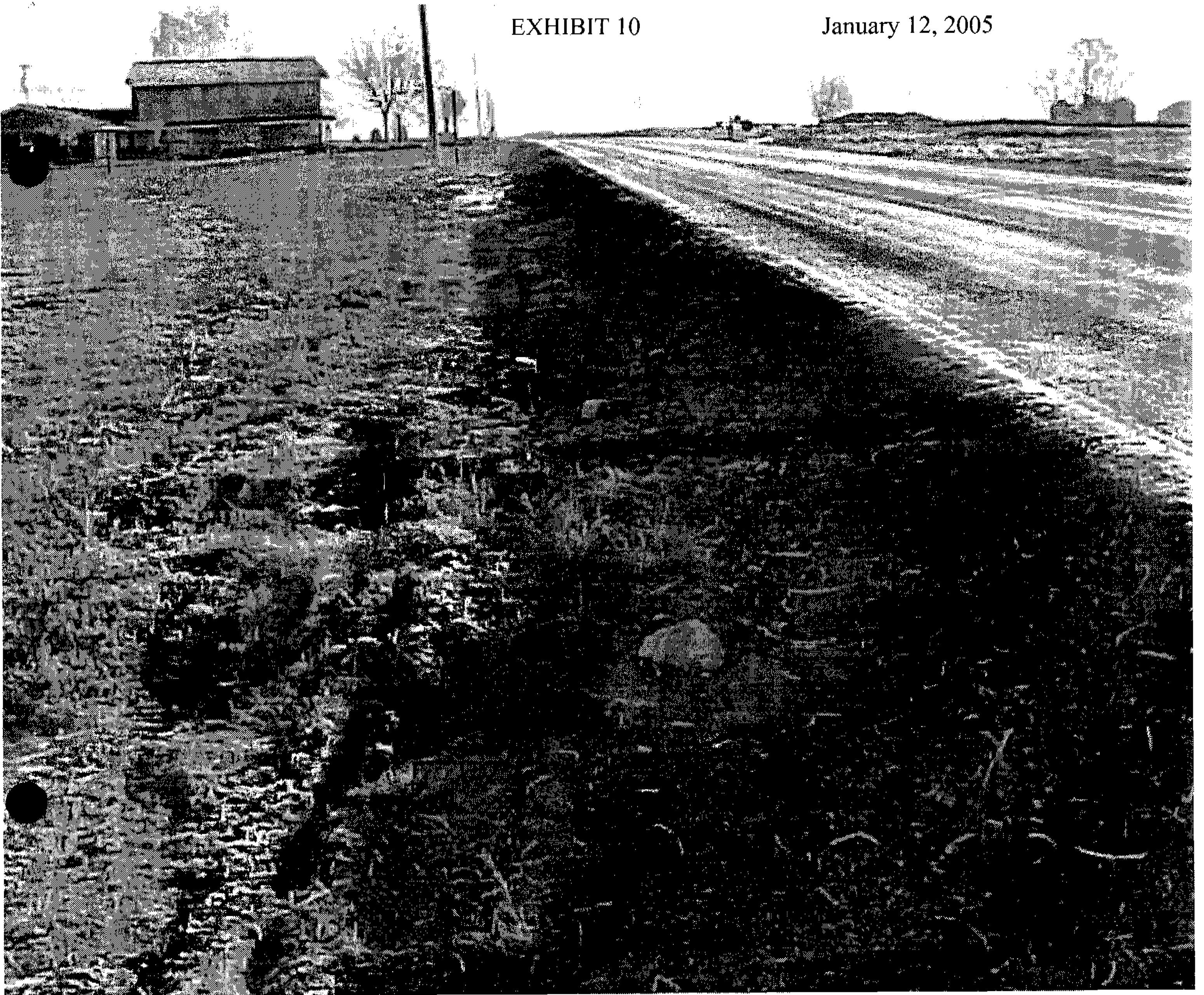
Very truly yours,

*REV*

Ryan E. Verhulp  
Deputy Prosecuting Attorney







Aaron Young Claim





Aaron Young Claim

## FRANKLIN COUNTY

RESOLUTION NUMBER ~~2005-032~~


BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:

RE: CLAIM FOR DAMAGES

**WHEREAS**, Aaron Young filed a Claim for Damages due to an irrigation riser on claimant's property located on Juniper Road, was struck by a County mower causing damages in the amount of \$100.00, on or about April 30, 2004; and

**WHEREAS**, investigation reveals this claim to be invalid as the irrigation riser was in the county right-of-way; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Claim for Damages filed by Aaron Young is denied.

DONE this 12 day of January, 2005.BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON  
Frank H. Brock, Chairperson  
Neva J. Corkrum, Chair Pro Tem  
Bob Koch, Member

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

Franklin County Resolution Number \_\_\_\_\_



## FRANKLIN COUNTY RESOLUTION NO. 2005-033

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: SETTLEMENT AGREEMENT AND RELEASE BETWEEN PASCO LANDFILL  
GROUP AND CONTINENTAL INSURANCE COMPANY**

(Pasco Landfill Group includes: Pasco Sanitary Landfill, Inc.,; New Waste, Inc.,;  
Burlington Northern and Santa Fe Railway Company; Basin Disposal, Inc.,;  
Leonard and Glenda Dietrich; Larry and Elaine Dietrich; Sandvik Special Metals,  
LLC; City of Kennewick; and Franklin County.)


**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each  
county is authorized to enter into contracts on behalf of the county and 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 the attached agreement as being in the best interest  
of Franklin County.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Settlement Agreement and  
Release between Pasco Landfill Group and Continental Insurance Company is hereby approved  
by the Board.

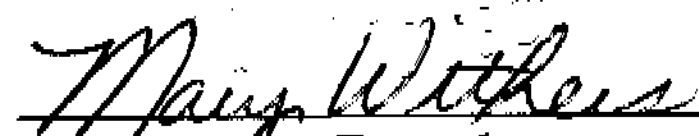
**APPROVED** this 12th day of January, 2005.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Member

Attest:

  
Clerk to the Board

  
Robert E. Koch, Member



**CONFIDENTIAL****SETTLEMENT AGREEMENT AND RELEASE****A. PARTIES**

This Settlement Agreement and Release ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between and among the Pasco Landfill Group ("PLG") and Continental Insurance Company ("Continental").

**B. DEFINITIONS**

The Parties hereto agree that the following definitions will apply throughout this Agreement:

1. "PLG" shall mean Pasco Sanitary Landfill, Inc.; New Waste, Inc.; the Burlington Northern and Santa Fe Railway Company; Basin Disposal, Inc.; Leonard and Glenda Dietrich; Larry and Elaine Dietrich; Sandvik Special Metals, LLC.; The City of Kennewick; Franklin County; and their affiliated corporations and divisions, past, present and future parent and subsidiary entities, current administrators, partners, shareholders, officers, directors, employees, agents, servants, representatives, heirs, executors, brokers, attorneys, predecessors, successors and assigns.
2. "BEI" shall mean Burlington Environmental, Inc. f/k/a Chemical Processors, Inc., Resource Recovery Corporation, Philip Services Corporation, and all their affiliated corporations and divisions, past, present and future parent and subsidiary entities, current administrators, partners, shareholders, officers, directors, employees, agents, servants, representatives, heirs, executors, brokers, attorneys, predecessors, successors and assigns.
3. "CONTINENTAL" shall mean Continental Insurance Company, on its own behalf and as successor in interest to Harbor Insurance Company Policy No. HI 178463, and any past, present or future officers, directors, shareholders, principals, parents, subsidiaries, affiliates, representatives, predecessors, successors, agents or assigns of Continental, and all persons acting under Continental's direction or control or on its behalf.
4. "COMPLAINT" shall mean Plaintiffs' First Amended Complaint filed in *Burlington Environmental, Inc. and Resource Recovery Corp. v. Granite State Ins. Co., et al.*, Washington State Superior Court for King County, Case No. 01-2-09791-1SEA.
5. "POLICY" shall mean Harbor Insurance Company Policy No. HI 178463 (04/01/84-04/01/85).
6. "PARTIES" shall mean PLG and Continental.
7. "PLG SETTLEMENT" shall mean that Settlement Agreement and Release entered into on December 23, 2003 by PLG, Philip Services Corporation, Burlington Environmental, Inc. and Resource Recovery Corporation, which was approved by Order

Granting Debtors' Motion for an Order Pursuant to Bankruptcy Rule 9019 Approving Settlement Agreement with the Landfill Group dated January 12, 2004 in In re: Philip Services Corporation, et al., United States Bankruptcy Court, Southern District of Texas, Houston Division, Case No. 03-37718-H2-11.

8. "SITES" shall mean the following real properties:

a. The Pasco Sanitary Landfill, Georgetown Facility, Tacoma Facility, Port of Seattle Terminal 91 Facility, and Landsburg Mine sites that are the subject of the COMPLAINT; and

b. All other real properties, known or unknown, regarding which BEI and/or PLG may seek a defense and/or indemnification under the POLICY.

9. "UNDERLYING CLAIMS" shall mean any and all past, present and future suits, complaints, actions, claims, demands, consent decrees, requests for relief, or forbearance of any kind, proceedings and/or notices of partial or total responsibility or administrative actions, whether presently known, unknown or unknowable, which have been or may in the future be filed or asserted against PLG or BEI regarding, relating in any way to or arising from the SITES, including, but not limited to, any claims, demands, suits or consent decrees relating to or arising from actual, alleged or potential bodily injury, property damage or personal injury, as those terms are defined in the POLICY. This definition includes any claims arising out of the facts stated in the COMPLAINT.

### C. RECITALS

1. The PARTIES have been negotiating the rights and obligations of the PARTIES in regard to the POLICY and the claims against BEI as described in the COMPLAINT; and

2. PLG contends that Continental owes certain obligations under the POLICY to defend and indemnify BEI, in whole or in part, in connection with various claims against BEI; and

3. PLG contends that any rights of BEI to recover under the POLICY were assigned to PLG under the terms of the PLG SETTLEMENT;

4. CONTINENTAL denies any obligation to defend or indemnify BEI or PLG, in whole or in part, contending, among other things, that these claims are not covered by the terms of the POLICY; and

5. A dispute exists as to the existence and extent of insurance coverage, if any, under the POLICY. CONTINENTAL and PLG agree that they have considered each other's contentions, the disputed and contested posture of the insurance coverage issues, and the present and future costs to litigate these disputed and contested insurance coverage issues, and now desire to compromise all past, present and future claims and disputes between CONTINENTAL, PLG and BEI regarding, relating in any way to or arising from the POLICY, whether any such claims relate to property damage, bodily injury, personal injury, or any other type of injury, or to attorney's fees or costs.

#### D. WARRANTIES

1. PLG represents and warrants that it has apprised BEI of the compromise of the UNDERLYING CLAIMS pursuant to the POLICY, and of the existence of this Settlement Agreement.
2. PLG represents and warrants that it has no knowledge of any individual, entity or other insured having any claim under the POLICY.
3. PLG represents and warrants that it has not transferred or assigned and that PLG and/or BEI own and control all rights under the POLICY, and that PLG is authorized to fully and completely compromise the UNDERLYING CLAIMS pursuant to the POLICY, as set forth in paragraph E.8 below.

#### E. AGREEMENTS

In consideration of the mutual covenants and promises contained herein and based upon the recitals herein, CONTINENTAL and PLG agree as follows:

##### 1. Payment by Continental

Within thirty calendar days of receipt by CONTINENTAL of a fully executed duplicate original of this Agreement, CONTINENTAL shall issue a check in the amount of ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) payable to the order of Preston Gates & Ellis LLP Trust Account. The check will be delivered to Craig S. Trueblood, 925 4th Avenue, Suite 2900, Seattle, Washington 981014. Within one year of payment of the referenced \$1,600,000, CONTINENTAL will issue a check in the amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) payable to the order of Preston Gates & Ellis LLP Trust Account. That check will also be delivered to Craig S. Trueblood at the referenced address.

##### 2. Release

In consideration of the payments set forth in paragraph 1 above, and other good and valuable consideration furnished, the receipt and sufficiency of which is hereby acknowledged, PLG agrees as follows:

- a. PLG agrees that CONTINENTAL's payment pursuant to this Agreement will effect full exhaustion of the POLICY, thereby releasing and forever discharging CONTINENTAL from any and all further duties, responsibilities, liabilities, or obligations under that POLICY.
- b. PLG hereby releases and forever discharges CONTINENTAL from any and all duties, responsibilities, liabilities, or obligations, known and unknown, for, related to, or with regard to, any and all suits, complaints, actions, claims, demands, requests for relief, or forbearance of any kind, whether in law, equity or otherwise, whether alleging bodily injury, property damage, personal injury or any other harm, injury, damage, or violation or need for

remedy of any kind, and whether past, present or future, known or unknown, or asserted or unasserted (including, but not limited to, claims for bad faith, punitive, statutory or other extra-contractual damages of any type) under or arising from the POLICY.

c. PLG declares satisfied and resolved all requests, demands, and tenders for indemnity, defense, reimbursement or any and all other requests, demands and tenders heretofore submitted to CONTINENTAL under the POLICY with respect to any UNDERLYING CLAIMS. It is further the express intent of PLG that this Agreement shall operate to release and forever discharge CONTINENTAL from any and all duties, responsibilities, liabilities, or obligations under the POLICY regarding any suits, complaints, actions, claims, demands, requests for relief, or forbearance of any kind regarding, in any way relating to or arising from the SITES, whether past, present or future, known or unknown, asserted or unasserted.

d. In connection with this Release, PLG acknowledges that there is a risk that, subsequent to the execution of this Agreement, PLG or BEI may incur, suffer or sustain injury, loss, damage, costs, attorneys fees, expenses, or any of these, which are in some way caused by and/or connected with the persons, entities and/or matters referred to in this Agreement, or which are unknown and unanticipated at the time that this Agreement is signed, or which are not presently capable of being ascertained.

PLG further acknowledges that there is risk that such damages as are known may become more serious than PLG now expects or anticipates. Nevertheless, PLG acknowledges that this Agreement has been negotiated and agreed upon in light of those risks, and PLG expressly waives all rights PLG may have in any such unknown claims and assumes the risk that the facts and law pertaining to this dispute may change or be different than what is now known to PLG.

e. With this knowledge, PLG provides this Release and assumes the above-mentioned risks and understands that this Agreement SHALL APPLY TO ALL UNKNOWN OR UNANTICIPATED UNDERLYING CLAIMS, OR MATTERS ARISING FROM OR RELATED TO THE POLICY, THAT ARE OTHERWISE THE SUBJECT OF THE RELEASES ABOVE, AS WELL AS THOSE KNOWN AND ANTICIPATED.

f. Within ten days of delivery of the first payment referenced in paragraph E.1 above, PLG will dismiss with prejudice the lawsuit styled Burlington Environmental, Inc. and Resource Recovery Corporation v. Granite State Ins. Co., et al., Washington Superior Court for King County, Case No. 01-2-09791-1SEA, and any and all claims asserted therein.

g. PLG will obtain BEI's agreement to and signature on the Release Agreement attached as Exhibit A, containing the same terms as the Release above. PLG will also obtain BEI's agreement that the dismissal with prejudice referenced in paragraph f above also applies to BEI's claims asserted in the lawsuit.

h. This Release shall be effective as of the date of the execution of this Settlement Agreement.

3. **Confidentiality**

The PARTIES agree not to disclose the terms of this Agreement to any individuals or entities unless such disclosure is (1) required under any applicable public disclosure law; (2) ordered by a court of competent jurisdiction; (3) reasonably necessary for the conduct of PLG's or CONTINENTAL's business, including disclosure as required to auditors, state and federal filing agencies, lenders, insurers or reinsurers; or (4) necessary for the enforcement of the terms of this Agreement. Disclosure pursuant to subparts (2)-(4), above, shall only be made under appropriate assurances or circumstances of confidentiality. Excluding individuals/entities referenced above, if any third party seeks disclosure of this Agreement, PLG and CONTINENTAL will cooperate in resisting disclosure by opposing any motion seeking disclosure and will maintain the confidentiality of this Agreement under the terms of any applicable protective order.

4. **Reservation of Rights**

Except as otherwise stated herein, with respect to rights and obligations regarding all matters outside the scope of this Agreement or asserted by any person not a party to this Agreement, PLG and CONTINENTAL reserve all positions and all other rights, defenses and privileges concerning such matters or such persons. This Agreement is without precedential value and shall not be used as evidence, or in any other manner, before any court or in any proceeding to create, prove, or interpret the obligations under any insurance policy which may have been issued by CONTINENTAL. This Agreement shall not be introduced into evidence, or used in any other manner, in any current or future litigation or matter except to demonstrate breach of or compliance with the terms and obligations of this Agreement, or the compromise or release of claims affecting this Agreement.

5. **Parties Bound**

This Agreement is binding upon and for the benefit of PLG and CONTINENTAL, their respective current and future officers, directors, and shareholders, current and future parent and subsidiary corporations, successors and assigns.

6. **Applicable Law**

This Agreement shall be construed pursuant to the laws of the State of Washington.

7. **Complete Agreement**

This Agreement contains all the terms and conditions agreed upon by the PARTIES relating to the subject matter hereof and its terms are contractual. All prior or contemporaneous agreements, negotiations, correspondence, understandings or communications of the PARTIES, whether oral or written, respecting this settlement, are superseded by this Agreement. This Agreement may not be amended or modified in any way, except by a writing signed by each party to this Agreement or a duly authorized representative of each party.



**8. Authority**

Each person signing this Agreement represents that he or she has the authority on behalf of his or her respective party to this Agreement to enter into a settlement and release with the terms and conditions set forth in this Agreement, such that this Agreement shall be binding on and enforceable by each of the PARTIES in accordance with its terms.

**9. Voluntary Agreement**

This Agreement is not a contract of insurance and the signatories do not intend that it will be interpreted as such. This is not an adhesion contract, was jointly prepared by the PARTIES, and is the product of an arms-length negotiation. The undersigned PARTIES have fully read and understand the terms of this Agreement and sign the same voluntarily, freely, and with the advice of counsel. It is also expressly agreed and understood by the PARTIES that the language of this Agreement shall not be presumptively construed against any of the PARTIES hereto.

**10. Disputed Claim**

It is understood and agreed that this Agreement is made as part of the compromise and settlement of a disputed claim. No statement, whether oral or in writing, or action by any party to this Agreement, either previously or in connection with such compromise and settlement, shall be deemed or construed to be an admission by and of them to the truth or falsity of any matter pertaining to any UNDERLYING CLAIM, demand, or cause of action referred to herein, or an acknowledgment by any of them, of any fault or liability whatsoever to any party or to any other person or entity in connection with any matter or thing.

**11. Duty of Good Faith**

The PARTIES agree that they owe each other a duty of good faith and fair dealing with respect to the terms of this Agreement. The PARTIES agree to take such steps and to execute such documents as may be necessary or proper to effectuate the purpose and intent of this Agreement.

**12. Counterparts**

This Agreement may be executed in counterparts, with each executed counterpart to have the same force and effect as an original.

**13. Notices**

Any notice or request required or permitted to be given to any party under the terms of this Agreement shall be given in writing and shall be personally given or sent to such party by United States mail at the address below, or at any such other address as such party may designate in writing to the other. Each notice given in accordance with this paragraph shall be deemed to have been given on the date personally delivered, or if mailed, on the third day following the day on which it is deposited in the United States mail, certified or registered mail, return receipt requested, with postage prepaid, to the address last given in accordance with this section.

a. CONTINENTAL  
Margaret M. Benson  
Claims Counsel  
CNA 19S  
CNA Plaza  
Chicago, IL 60685

- and - T. Arlen Rumsey  
Gordon & Polsker, L.L.P.  
1000 Second Avenue, Suite 1500  
Seattle, Washington 98104

b. PLG  
Preston Gates & Ellis LLP  
c/o Craig S. Trueblood  
925 Fourth Avenue  
Seattle, Washington 98104

- and - Jeffrey Tilden  
Gordon Murray Tilden, LLP  
1001 Fourth Avenue, Suite 4000  
Seattle, WA 98154

**14. Headings**

The headings of the sections of this Agreement have been inserted for convenience and reference only, and shall not be construed or interpreted to restrict or modify any of the terms or provisions hereof.

**15. Severability**

In the event that any of the terms or conditions, or any portion of them, contained in this Agreement are unenforceable or declared invalid for any reason whatsoever, the same shall not affect the enforceability or validity of the remaining terms and conditions hereof. In addition, in lieu of such unenforceable or invalid term or condition, there shall be added automatically as a part of this Agreement a provision as similar in terms as such unenforceable or invalid term or condition as may be possible and be valid and enforceable, if such reformation is allowed under applicable law.

**16. Inadmissibility**

This Agreement has been entered into on the mutual understanding that except as permitted pursuant to paragraph E.3 above, any evidence relating to the negotiation, terms or facts of this Agreement shall not be admissible in any future litigation by any party to the Agreement.

**17. Disputes Under This Agreement**

In the event there is a dispute over the interpretation or enforcement of this Agreement, the PARTIES agree to promptly meet and attempt to mutually resolve the dispute. If the PARTIES are unable to resolve the dispute, the dispute will be resolved by Jerry R. McNaul in binding arbitration. Unless otherwise agreed to by the PARTIES, the arbitration shall take place promptly in Seattle, Washington. Each party shall pay its own attorney fees and costs for the arbitration and shall share equally the costs of the arbitrator.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**PASCO SANITARY LANDFILL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**NEW WASTE, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



**LARRY DIETRICH**

\_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ELAINE DIETRICH**

\_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**BASIN DISPOSAL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**LEONARD DIETRICH**  
\_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**GLENDIA DIETRICH**  
\_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**SANDVIK SPECIAL METALS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**THE CITY OF KENNEWICK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

January 12, 2005

FRANKLIN COUNTY

By: Frank A. Jenkins

Its: Chairman, Board of Franklin Co

SIGNED AND SWORN to (or affirmed) before me this 12th day of January  
2005.

Deborah L. Ford  
NOTARY PUBLIC in and for the State of  
Washington residing at Kennelworth  
My commission expires May 19, 2006

January 12, 2005

**CONTINENTAL INSURANCE COM**  
on its own behalf and as successor in interest  
Harbor Insurance Company Policy No. F

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Approved as to form by:

**GORDON & POLSCER, L.L.P.**

**GORDON MURRAY TILDEN**

By \_\_\_\_\_  
T. Arlen Rumsey, WSBA No. 19048  
Lawrence Gottlieb, WSBA No. 20978  
Attorneys for Continental Insurance Company,  
on its own behalf and as successor in interest  
to Harbor Insurance Company Policy No. HI  
178463.

By \_\_\_\_\_  
Jeffrey Tilden, WSBA No. 1  
Charles C. Gordon, WSBA #  
Attorneys for Pasco Landfill Gro

DATED: \_\_\_\_\_, 2005.

DATED: \_\_\_\_\_

[Harbor Settlement Agreement-Release-1-5-05]



## FRANKLIN COUNTY RESOLUTION NO. 2005-042

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: RELEASE AGREEMENT BETWEEN PASCO LANDFILL GROUP,  
BURLINGTON ENVIRONMENTAL, INC, RESOURCE RECOVERY  
CORPORATION, PHILIP SERVICES CORPORATION, AND CONTINENTAL  
INSURANCE COMPANY**

**(Pasco Landfill Group includes: Pasco Sanitary Landfill, Inc.,; New Waste, Inc.;  
Burlington Northern and Santa Fe Railway Company; Basin Disposal, Inc.,;  
Leonard and Glenda Dietrich; Larry and Elaine Dietrich; Sandvik Special Metals,  
LLC; City of Kennewick; and Franklin County.)**

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

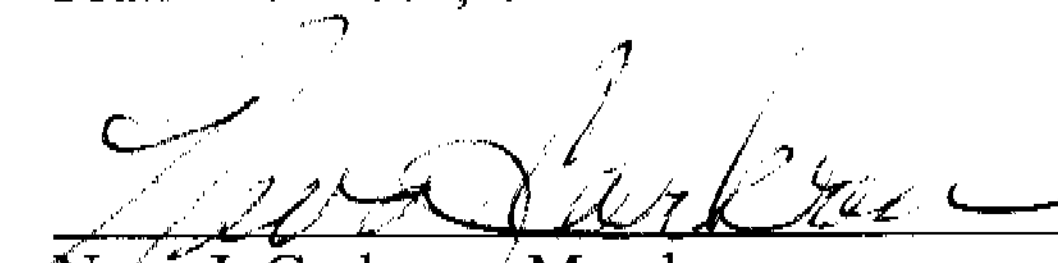
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Release Agreement between Pasco Landfill Group, Burlington Environmental, Inc., Resource Recovery Corporation, Philip Services Corporation, and Continental Insurance Company is hereby approved by the Board.

**APPROVED** this 12th day of January, 2005.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Member

Attest:

  
Clerk to the Board.

  
Robert E. Koch, Member

**EXHIBIT A****CONFIDENTIAL****RELEASE AGREEMENT****A. PARTIES**

This Release Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between and among the Pasco Landfill Group ("PLG"), Burlington Environmental, Inc., Resource Recovery Corporation, Philip Services Corporation, and Continental Insurance Company.

**B. DEFINITIONS**

The Parties hereto agree that the following definitions will apply throughout this Agreement:

1. "PLG" shall mean Pasco Sanitary Landfill, Inc.; New Waste, Inc.; the Burlington Northern and Santa Fe Railway Company; Basin Disposal, Inc.; Leonard and Glenda Dietrich; Larry and Elaine Dietrich; Sandvik Special Metals, LLC; The City of Kennewick; Franklin County; and their affiliated corporations and divisions, past, present and future parent and subsidiary entities, current administrators, partners, shareholders, officers, directors, employees, agents, servants, representatives, heirs, executors, brokers, attorneys, predecessors, successors and assigns.
2. "BEI" shall mean Burlington Environmental, Inc. f/k/a Chemical Processors, Inc., Resource Recovery Corporation, Philip Services Corporation, and all their affiliated corporations and divisions, past, present and future parent and subsidiary entities, current administrators, partners, shareholders, officers, directors, employees, agents, servants, representatives, heirs, executors, brokers, attorneys, predecessors, successors and assigns.
3. "CONTINENTAL" shall mean Continental Insurance Company, on its own behalf and as successor in interest to Harbor Insurance Company Policy No. HI 178463, and any past, present or future officers, directors, shareholders, principals, parents, subsidiaries, affiliates, representatives, predecessors, successors, agents or assigns of Continental, and all persons acting under Continental's direction or control or on its behalf.
4. "COMPLAINT" shall mean Plaintiffs' First Amended Complaint filed in *Burlington Environmental, Inc. and Resource Recovery Corp. v. Granite State Ins. Co., et al.*, Washington State Superior Court for King County, Case No. 01-2-09791-1SEA.
5. "POLICY" shall mean Harbor Insurance Company Policy No. HI 178463 (04/01/84-04/01/85).
6. "PARTIES" shall mean PLG, BEI, and CONTINENTAL.

7. "PLG SETTLEMENT" shall mean that Settlement Agreement and Release entered into on December 23, 2003 by PLG, Philip Services Corporation, Burlington Environmental, Inc. and Resource Recovery Corporation, which was approved by Order Granting Debtors' Motion for an Order Pursuant to Bankruptcy Rule 9019 Approving Settlement Agreement with the Landfill Group dated January 12, 2004 in In re: Philip Services Corporation, et al., United States Bankruptcy Court, Southern District of Texas, Houston Division, Case No. 03-37718-H2-11.

8. "SITES" shall mean the following real properties:

a. The Pasco Sanitary Landfill, Georgetown Facility, Tacoma Facility, Port of Seattle Terminal 91 Facility, and Landsburg Mine sites that are the subject of the COMPLAINT; and

b. All other real properties, known or unknown, regarding which BEI and/or PLG may seek a defense and/or indemnification under the POLICY.

9. "UNDERLYING CLAIMS" shall mean any and all past, present and future suits, complaints, actions, claims, demands, consent decrees, requests for relief, or forbearance of any kind, proceedings and/or notices of partial or total responsibility or administrative actions, whether presently known, unknown or unknowable, which have been or may in the future be filed or asserted against PLG or BEI regarding, relating in any way to or arising from the SITES, including, but not limited to, any claims, demands, suits or consent decrees relating to or arising from actual, alleged or potential bodily injury, property damage or personal injury, as those terms are defined in the POLICY. This definition includes any claims arising out of the facts stated in the COMPLAINT.

### C. RECITALS

1. The PARTIES have been negotiating the rights and obligations of the PARTIES in regard to the POLICY and the claims against BEI as described in the COMPLAINT; and

2. PLG and BEI contend that Continental owes certain obligations under the POLICY to defend and indemnify BEI, in whole or in part, in connection with various claims against BEI; and

3. Pursuant to the PLG SETTLEMENT, BEI assigned to PLG certain rights under the POLICY; and

4. PLG and CONTINENTAL have reached a settlement regarding, but not limited to, all rights of PLG under the POLICY; and

5. CONTINENTAL denies any obligation to defend or indemnify BEI or PLG, in whole or in part, contending, among other things, that these claims are not covered by the terms of the POLICY; and

6. A dispute exists as to the existence and extent of insurance coverage, if any, under the POLICY. The PARTIES agree that they have considered each other's contentions, the

disputed and contested posture of the insurance coverage issues, and the present and future costs to litigate these disputed and contested insurance coverage issues, and now desire to compromise all past, present and future claims and disputes between CONTINENTAL, PLG and BEI regarding, relating in any way to or arising from the POLICY, whether any such claims relate to property damage, bodily injury, personal injury, or any other type of injury, or to attorney's fees or costs.

#### D. WARRANTIES

1. PLG and BEI represent and warrant that they have no knowledge of any individual, entity, or other insured having any claim under the POLICY, and BEI warrants that it has apprised any and all insureds under the POLICY of the existence of the POLICY, and the compromise of the UNDERLYING CLAIMS pursuant to the POLICY, and of the existence of this Agreement.

2. PLG represents and warrants that it has not transferred or assigned and that PLG and/or BEI own and control all rights under the POLICY, and that PLG is authorized to fully and completely compromise the UNDERLYING CLAIMS pursuant to the POLICY, as set forth in paragraph E.7 below.

3. BEI represents and warrants that it has not transferred or assigned any rights under the POLICY to anyone other than PLG, that PLG and/or BEI own and control all rights under the POLICY, and that PLG is authorized to fully and completely compromise the UNDERLYING CLAIMS pursuant to the POLICY, as set forth in paragraph E.7 below.

#### E. AGREEMENTS

In consideration of the mutual covenants and promises contained herein, the settlement agreement between PLG and CONTINENTAL, CONTINENTAL'S payments to be made pursuant to that settlement agreement, and the PLG SETTLEMENT, and based upon the recitals herein, CONTINENTAL, PLG, and BEI agree as follows:

##### 1. Release

a. BEI agrees that CONTINENTAL's payment pursuant to the settlement between PLG and CONTINENTAL will effect full exhaustion of the POLICY, thereby releasing and forever discharging CONTINENTAL from any and all further duties, responsibilities, liabilities, or obligations under that POLICY.

b. BEI hereby releases and forever discharges CONTINENTAL from any and all duties, responsibilities, liabilities, or obligations, known and unknown, for, related to, or with regard to, any and all suits, complaints, actions, claims, demands, requests for relief, or forbearance of any kind, whether in law, equity or otherwise, whether alleging bodily injury, property damage, personal injury or any other harm, injury, damage, or violation or need for remedy of any kind, and whether past, present or future, known or unknown, or asserted or unasserted (including, but not limited to, claims for bad faith, punitive, statutory or other extra-contractual damages of any type) under or arising from the POLICY.

c. BEI declares satisfied and resolved all requests, demands, and tenders for indemnity, defense, reimbursement or any and all other requests, demands and tenders heretofore submitted to CONTINENTAL under the POLICY with respect to any UNDERLYING CLAIMS. It is further the express intent of BEI that this Agreement shall operate to release and forever discharge CONTINENTAL from any and all duties, responsibilities, liabilities, or obligations under the POLICY regarding any suits, complaints, actions, claims, demands, requests for relief, or forbearance of any kind regarding, in any way relating to or arising from the SITES, whether past, present or future, known or unknown, asserted or unasserted.

d. In connection with this Release, BEI acknowledges that there is a risk that, subsequent to the execution of this Agreement, BEI may incur, suffer or sustain injury, loss, damage, costs, attorneys fees, expenses, or any of these, which are in some way caused by and/or connected with the persons, entities and/or matters referred to in this Agreement, or which are unknown and unanticipated at the time that this Agreement is signed, or which are not presently capable of being ascertained.

BEI further acknowledges that there is risk that such damages as are known may become more serious than BEI now expects or anticipates. Nevertheless, BEI acknowledges that this Agreement has been negotiated and agreed upon in light of those risks, and BEI expressly waives all rights BEI may have in any such unknown claims and assumes the risk that the facts and law pertaining to this dispute may change or be different than what is now known to BEI.

e. With this knowledge, BEI provides this Release and assumes the above-mentioned risks and understands that this Agreement SHALL APPLY TO ALL UNKNOWN OR UNANTICIPATED UNDERLYING CLAIMS, OR MATTERS ARISING FROM OR RELATED TO THE POLICY, THAT ARE OTHERWISE THE SUBJECT OF THE RELEASES ABOVE, AS WELL AS THOSE KNOWN AND ANTICIPATED.

f. Within ten days of request by PLG and/or CONTINENTAL, BEI will agree to and sign a stipulation for dismissal with prejudice of the lawsuit styled Burlington Environmental, Inc. and Resource Recovery Corporation v. Granite State Ins. Co., et al., Washington Superior Court for King County, Case No. 01-2-09791-1SEA, and any and all claims asserted therein.

g. This Release shall be effective as of the date of the execution of this Agreement.

## 2. Confidentiality

The PARTIES agree not to disclose the terms of this Agreement to any individuals or entities unless such disclosure is (1) required under any applicable public disclosure law; (2) ordered by a court of competent jurisdiction; (3) reasonably necessary for the conduct of BEI's, PLG's or CONTINENTAL's business, including disclosure as required to auditors, state and federal filing agencies, lenders, insurers or reinsurers; or (4) necessary for the enforcement of the terms of this Agreement. Disclosure pursuant to subparts (2)-(4), above, shall only be made under appropriate assurances or circumstances of confidentiality. Excluding individuals/entities referenced above, if any third party seeks disclosure of this Agreement, BEI, PLG and

CONTINENTAL will cooperate in resisting disclosure by opposing any motion seeking disclosure and will maintain the confidentiality of this Agreement under the terms of any applicable protective order.

**3. Reservation of Rights**

Except as otherwise stated herein, with respect to rights and obligations regarding all matters outside the scope of this Agreement or asserted by any person not a party to this Agreement, the PARTIES reserve all positions and all other rights, defenses and privileges concerning such matters or such persons. This Agreement is without precedential value and shall not be used as evidence, or in any other manner, before any court or in any proceeding to create, prove, or interpret the obligations under any insurance policy which may have been issued by CONTINENTAL. This Agreement shall not be introduced into evidence, or used in any other manner, in any current or future litigation or matter except to demonstrate breach of or compliance with the terms and obligations of this Agreement, or the compromise or release of claims affecting this Agreement.

**4. Parties Bound**

This Agreement is binding upon and for the benefit of BEI, PLG and CONTINENTAL, their respective current and future officers, directors, and shareholders, current and future parent and subsidiary corporations, successors and assigns.

**5. Applicable Law**

This Agreement shall be construed pursuant to the laws of the State of Washington.

**6. Complete Agreement**

This Agreement contains all the terms and conditions agreed upon by the PARTIES relating to the subject matter hereof and its terms are contractual. All prior or contemporaneous agreements, negotiations, correspondence, understandings or communications of the PARTIES, whether oral or written, respecting this settlement, are superseded by this Agreement. This Agreement may not be amended or modified in any way, except by a writing signed by each party to this Agreement or a duly authorized representative of each party.

**7. Authority**

Each person signing this Agreement represents that he or she has the authority on behalf of his or her respective party to this Agreement to enter into a settlement and release with the terms and conditions set forth in this Agreement, such that this Agreement shall be binding on and enforceable by each of the PARTIES in accordance with its terms.

**8. Voluntary Agreement**

This Agreement is not a contract of insurance and the signatories do not intend that it will be interpreted as such. This is not an adhesion contract, was jointly prepared by the PARTIES, and is the product of an arms-length negotiation. The undersigned PARTIES have fully read and



understand the terms of this Agreement and sign the same voluntarily, freely, and with the advice of counsel. It is also expressly agreed and understood by the PARTIES that the language of this Agreement shall not be presumptively construed against any of the PARTIES hereto.

**9. Disputed Claim**

It is understood and agreed that this Agreement is made as part of the compromise and settlement of a disputed claim. No statement, whether oral or in writing, or action by any party to this Agreement, either previously or in connection with such compromise and settlement, shall be deemed or construed to be an admission by and of them to the truth or falsity of any matter pertaining to any UNDERLYING CLAIM, demand, or cause of action referred to herein, or an acknowledgment by any of them, of any fault or liability whatsoever to any party or to any other person or entity in connection with any matter or thing.

**10. Duty of Good Faith**

The PARTIES agree that they owe each other a duty of good faith and fair dealing with respect to the terms of this Agreement. The PARTIES agree to take such steps and to execute such documents as may be necessary or proper to effectuate the purpose and intent of this Agreement.

**11. Counterparts**

This Agreement may be executed in counterparts, with each executed counterpart to have the same force and effect as an original.

**12. Notices**

Any notice or request required or permitted to be given to any party under the terms of this Agreement shall be given in writing and shall be personally given or sent to such party by United States mail at the address below, or at any such other address as such party may designate in writing to the other. Each notice given in accordance with this paragraph shall be deemed to have been given on the date personally delivered, or if mailed, on the third day following the day on which it is deposited in the United States mail, certified or registered mail, return receipt requested, with postage prepaid, to the address last given in accordance with this section.

a. CONTINENTAL  
Margaret M. Benson  
Claims Counsel  
CNA 19S  
CNA Plaza  
Chicago, IL 60685

- and -

T. Arlen Rumsey  
Gordon & Polsker, L.L.P.  
1000 Second Avenue, Suite 1500  
Seattle, Washington 98104

b. PLG  
Preston Gates & Ellis LLP  
c/o Craig S. Trueblood  
925 Fourth Avenue

- and -

Jeffrey Tilden  
Gordon Murray Tilden, LLP  
1001 Fourth Avenue, Suite 4000  
Seattle, WA 98154

Seattle, WA 98104

c. BURLINGTON  
ENVIRONMENTAL,  
INC.

- and -

Timothy G. Leyh  
Danielson Harrigan Leyh &  
Tollefson LLP  
4400 First Interstate Center  
Seattle, WA 98104

**13. Headings**

The headings of the sections of this Agreement have been inserted for convenience and reference only, and shall not be construed or interpreted to restrict or modify any of the terms or provisions hereof.

**14. Severability**

In the event that any of the terms or conditions, or any portion of them, contained in this Agreement are unenforceable or declared invalid for any reason whatsoever, the same shall not affect the enforceability or validity of the remaining terms and conditions hereof. In addition, in lieu of such unenforceable or invalid term or condition, there shall be added automatically as a part of this Agreement a provision as similar in terms as such unenforceable or invalid term or condition as may be possible and be valid and enforceable, if such reformation is allowed under applicable law.

**15. Inadmissibility**

This Agreement has been entered into on the mutual understanding that except as permitted pursuant to paragraph E.2 above, any evidence relating to the negotiation, terms or facts of this Agreement shall not be admissible in any future litigation by any party to the Agreement.

**16. Disputes Under This Agreement**

In the event there is a dispute over the interpretation or enforcement of this Agreement, the PARTIES agree to promptly meet and attempt to mutually resolve the dispute. If agreeable to all PARTIES, the PARTIES may submit the dispute to a non-binding alternative dispute resolution process, such as mediation or a settlement conference. Unless otherwise agreed to by the PARTIES, such meeting, mediation and/or settlement conference shall take place promptly in Seattle, Washington. Each party shall pay its own attorney fees and costs for the meeting, mediation and/or settlement conference and shall share equally the costs of the mediator or the person or entity conducting the settlement conference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.



**PASCO SANITARY LANDFILL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**NEW WASTE, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**LARRY DIETRICH**

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**ELAINE DIETRICH**

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**BASIN DISPOSAL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**LEONARD DIETRICH**

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**GLENDIA DIETRICH**

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**SANDVIK SPECIAL METALS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**THE CITY OF KENNEWICK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

## FRANKLIN COUNTY

By: Frank A. BushIts: Chairman, Board of Franklin County CommissionSIGNED AND SWORN to (or affirmed) before me this 12th day of January,  
2005.Deborah L. Fire

NOTARY PUBLIC in and for the State of

Washington residing at KennewickMy commission expires May 19, 2006

**BURLINGTON ENVIRONMENTAL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**RESOURCE RECOVERY CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_



**PHILIP SERVICES CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**CONTINENTAL INSURANCE COMPANY,**  
on its own behalf and as successor in interest to  
Harbor Insurance Company Policy No. HI 178463

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED AND SWORN to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_ residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

Approved as to form by:

**GORDON & POLSCER, L.L.P.**

By \_\_\_\_\_  
T. Arlen Rumsey, WSBA No. 19048  
Lawrence Gottlieb, WSBA No. 20978  
Attorneys for Continental Insurance Company,  
on its own behalf and as successor in interest  
to Harbor Insurance Company Policy No. HI  
178463.

DATED: \_\_\_\_\_, 2005.

**DANIELSON HARRIGAN LEYH &  
TOLLEFSON LLP**

By \_\_\_\_\_  
Timothy G. Leyh, WSBA No. 14853  
Attorneys for Burlington Environmental, Inc.,  
Resource Recovery Corporation, and Philip  
Services Corporation  
4400 First Interstate Center

DATED: \_\_\_\_\_, 2005.

**GORDON MURRAY TILDEN, LLP**

By \_\_\_\_\_  
Jeffrey Tilden, WSBA No. 12219  
Charles C. Gordon, WSBA #1773  
Attorneys for Pasco Landfill Group  
("PLG")

DATED: \_\_\_\_\_, 2005.

## JOINT RESOLUTION

05 063

BENTON COUNTY RESOLUTION NO.

FRANKLIN COUNTY RESOLUTION NO.

2005 035A

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

## IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES AND BENEFITS FOR BENTON-FRANKLIN SUPERIOR COURT

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court non-bargaining 2005 salaries is based on the previous year's case filings described on (Attachment 1) and pursuant to the Memorandum of Understanding and Agreement; (Benton County #99-038; Franklin County #99,029); and

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court Judges, Judges Pro Tempore, and Court commissioners 2005 Salaries are based on the 2003 real property valuation(reflected on Attachment 1) pursuant to the attached Memorandum of Understanding and Agreement (above);

NOW THEREFORE, BE IT RESOLVED, the Boards of County Commissioners of Benton and Franklin hereby approve that:

1. The 2005 percentage rate for the Superior Court Judges and Superior Court Commissioners is 22.32% for Franklin County and 77.68% for Benton County.
2. The 2005 percentage rate for the Superior Court non-bargaining salaries is 25.77% for Franklin County and 74.23% for Benton County.

BE IT FURTHER RESOLVED the total reimbursement for Franklin County salaries is \$290,900.25 and total reimbursement for Franklin County benefits is \$59,670.88.

BE IT FURTHER RESOLVED the total reimbursement for Benton County salaries is \$943,701.73 and total reimbursement for Benton County benefits is \$182,440.84.

Dated this 31 day of Jan, 2005.  
Board of Benton County Commissioners

Chuck L. Clark  
Chairman

Marc E. Bentley  
Chairman Pro Tem

Leo M. Bouma  
Member

Attested to by:  
Carm McKeenye  
Clerk of the Board

Dated this 12 Day of January, 2005.  
Board of Franklin County Commissioners

Frank H. Brook  
Chairman

Theresa Cackler  
Chairman Pro Tem

Rekord  
Member

Attested to by:  
Mary Withers  
Clerk of the Board

2005 035A

ATTACHMENT "A"Benton and Franklin County Superior Court  
Year 2005 Budget (Cost Allocation)(1) Case Filings by County:

	<u>Civil</u>	<u>Criminal</u>	<u>Combined</u>	<u>% of Use</u>
Benton County	4,763	1,269	6,032	74.23%
Franklin County	<u>1,636</u>	<u>459</u>	<u>2,095</u>	25.77%
TOTAL:	6,399	1,728	8,127	

(2) Assessed Valuation:

Benton County	8,911,083,793	-	77.68%
Franklin County	<u>2,561,025,114</u>	-	22.32%
TOTAL:	11,472,108,907		

- (1) Caseload data was provided by the Washington State Administrative Office of the Courts  
(2) Assessed value was provided by the Benton and Franklin County Assessor's Offices

# YEAR 2005 BUDGET

This is an estimate only. All figures should be verified prior to acceptance and approval.

STAFF	Civil	Criminal	Total	Percent
Franklin	1636	459	2095	25.77%
Benton	4763	1269	6032	74.23%
TOTAL	6399	1728	8127	100.00%

	Salary	Soc Sec	Medicare	Retire	Unpy Lv	Med Ins	VEBA	Total	Franklin	Benton	Total
1379	42,087	2,609.39	610.26	1,590.43	526.09	7,680.00	1,094.26	56,197.43	14,482.08	41,715.35	56,197.43
1380	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1474	53,628	3,324.94	777.61	2,027.00	670.35	7,680.00	1,394.33	69,502.23	17,910.72	51,591.51	69,502.23
1475	53,628	3,324.94	777.61	2,027.00	670.35	7,680.00	1,394.33	69,502.23	17,910.72	51,591.51	69,502.23
1476	53,628	3,324.94	777.61	2,027.00	670.35	7,680.00	1,394.33	69,502.23	17,910.72	51,591.51	69,502.23
1477	53,628	3,324.94	777.61	2,027.00	670.35	7,680.00	1,394.33	69,502.23	17,910.72	51,591.51	69,502.23
1478	53,628	3,324.94	777.61	2,027.00	670.35	7,680.00	1,394.33	69,502.23	17,910.72	51,591.51	69,502.23
1482	31,279	1,939.30	453.55	1,182.34	390.99	7,680.00	813.25	43,738.43	11,271.39	32,467.04	43,738.43
1483	29,877	1,852.37	433.22	1,129.35	373.46	7,680.00	776.80	42,122.20	10,854.89	31,267.31	42,122.20
1484	29,282	1,815.48	424.59	1,106.86	366.03	7,680.00	761.33	41,436.29	10,678.13	30,758.16	41,436.29
1485	31,734	1,967.51	460.14	1,199.55	396.68	7,680.00	825.08	44,262.96	11,406.56	32,856.40	44,262.96
1486	31,560	1,956.72	457.62	1,192.97	394.50	7,680.00	820.56	44,062.37	11,354.87	32,707.50	44,062.37
1487	37,692	2,336.90	546.53	1,424.76	471.15	7,680.00	979.99	51,131.33	13,176.55	37,954.79	51,131.34
1488	53,338	3,306.96	773.40	2,016.18	666.73	7,680.00	1,386.79	69,168.06	17,824.61	51,343.45	69,168.06
1489	18,244	1,131.13	264.54					19,639.67	5,061.14	14,578.53	19,639.67
4175	16,200							16,200.00	4,174.74	12,025.26	16,200.00
9602 (workmans comp)								7,340.00	1,891.52	5,448.48	7,340.00
9908 (See Unpaid Leave column)									0.00	0.00	0.00
TOTAL	589,433	35,540.46	8,311.90	20,977.44	6,937.38	99,840.00	14,429.71	782,809.89	201,730.10	581,079.79	782,809.89

JUDGES	Assessed Prop	Percent
Franklin	2,561,025,114	22.32%
Benton	8,911,083,793	77.68%
TOTAL		100.00%

	Salary	Soc Sec	Medicare	Retire	Unpy Lv	Med Ins	VEBA	Total	Franklin	Benton	Total
1473	373,236							373,236.00	83,306.28	289,929.72	373,236.00
1479	111,970	5,449.80	1,623.57	4,232.47	1,399.63	7,680.00	2,911.22	135,266.69	30,191.53	105,075.16	135,266.69
1480	27,993	1,735.57	405.90	0.00	0.00	0.00	0.00	30,134.47	6,726.01	23,408.45	30,134.46
1481	111,970	5,449.80	1,623.57	4,232.47	1,399.63	7,680.00	2,911.22	135,266.69	24,153.22	111,113.47	135,266.69
2112						0.00		0.00	0.00	0.00	0.00
4111	20,000							20,000.00	4,464.00	15,536.00	20,000.00
TOTAL	645,169	12,635.17	3,653.03	8,464.94	2,799.26	15,360.00	5,822.44	693,903.84	148,841.04	545,062.80	693,903.84
GRAND TOTAL									350,571.14	1,126,142.59	1,476,713.73

## FRANKLIN COUNTY

RESOLUTION NO. 2005 035BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTONRE: ACCEPTANCE OF MAGNOLIA COURT AS SHOWN IN THE PLAT OF  
BALES PLACE AND DECLARING IT A COUNTY ROAD

**WHEREAS**, pursuant to RCW 58.17, the legislative authority may require certain road improvements and/or construction prior to approval of said plat; and

**WHEREAS**, the County required Francis A. Bales and Beau S. Bales to construct Magnolia Court to Current County Standards; and

**WHEREAS**, pursuant to RCW 58.17.130, language that secured the completion of said improvements; and

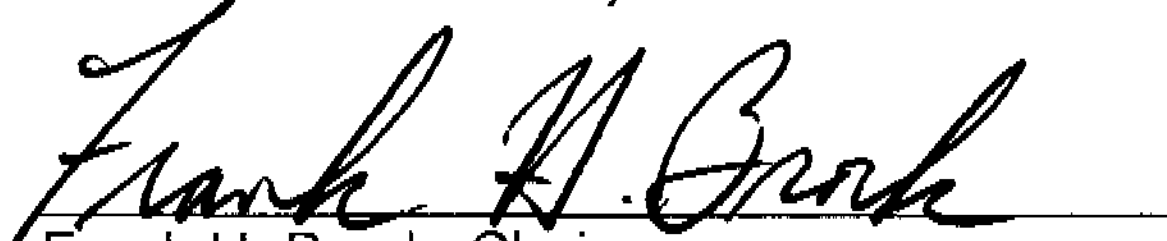
**WHEREAS**, the County Engineer has approved the construction of said improvements as meeting Current County Standards.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners hereby accepts the following newly constructed and approved road as a County Road:

**Magnolia Court M.P. 0.00 to M.P. 0.13**

Passed and approved this 12 day of January, 2005

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Corkrum, Chair Pro Tem

Attest:

  
Clerk of the Board

  
Robert E. Koch, Member

**FRANKLIN COUNTY RESOLUTION NO. 2005 036**

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

**RE: INTER BUDGET TRANSFER OF \$371,000 FROM THE 2005 MISCELLANEOUS  
EXPENSE FC CAPITAL PROJECTS BUDGET, NUMBER 300-000-001 TO THE  
MISCELLANEOUS EXPENSE CUMULATIVE RESERVE (RAINY DAY) FUND  
BUDGET, NUMBER 100-000-001**

**WHEREAS**, the Franklin County Board of Commissioners desire to transfer \$371,000 into the  
Cumulative Reserve (Rainy Day) Fund; 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 inter budget transfer in the amount of \$371,000 from the 2004 Miscellaneous  
Expense FC Capital Projects Budget, Number 300-000-001, line item 594.00.60 (Capital Outlay)  
to the Miscellaneous Expense Cumulative Reserve (Rainy Day) Fund Budget, Number 100-000-  
001.

**APPROVED** this 12<sup>th</sup> 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  
Accounting Department

CC: County Administrator  
Treasurer

EXHIBIT 17  
**FRANKLIN COUNTY RESOLUTION NO.** January 12, 2005  
2005 037

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: AGREEMENT BETWEEN FRANKLIN COUNTY AND ROTSCHY INC. FOR THE TEMPORARY USE OF FRANKLIN COUNTY PARCELS NUMBERED 112-060-065 AND 112-370-051 DURING THE CONSTRUCTION OF WATER AND SEWER LINES FOR THE CITY OF PASCO**

**WHEREAS**, Rotschy Inc. entered into a contract with the City of Pasco entitled "W. A Street Sewer Line & Water Line Replacement Project...Project Nos. 03-1-05 & 04-2-02" on January 3, 2005; and

**WHEREAS**, Rotschy Inc. requests permission to use Franklin County Parcels Numbered 112-060-065 and 112-370-051 for furnishing and storing equipment, tools, materials, and appurtenances necessary to perform the work during the duration of the contract; and

**WHEREAS**, the County Administrator requests approval for Franklin County to enter into an agreement with Rotschy, Inc. to allow the temporary use of Franklin County Parcels numbered 112-060-065 and 112-370-051; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Agreement between Franklin County and Rotschy Inc. granting Rotschy, Inc. permission to use Franklin County Parcels Numbered 112-060-065 and 112-370-051 for furnishing and storing equipment, tools, materials, and appurtenances necessary to perform the work during the duration of the contract with the City of Pasco.

**APPROVED** this 12th 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  
Rotschy, Inc.

cc: County Administrator



**REAL PROPERTY USER'S AGREEMENT**

This AGREEMENT made the 12 day of January, 2005, between Franklin County (hereinafter referred to as "County") and Rotschy Inc., (hereinafter referred to as "Licensee");

In consideration of the mutual promises herein contained, the parties agree as follows:

1. The County grants to Licensee the temporary right to occupy and use, subject to all of the terms and conditions of the County hereinafter indicated; Franklin County Parcel Number 112-060-065 and Franklin County Parcel Number 112-370-051. The aforementioned parcels shall hereinafter be referred to as property.
2. The above referenced property may be temporarily occupied and used by Licensee solely for the purposes of furnishing and storing equipment, tools, materials, and appurtenances necessary to perform the work only for the following contract: Such contract shall be that between the City of Pasco and Rotschy, Inc., entered into January 3, 2005, and titled "W. A Street Sewer Line & Water Line Replacement Project...Project Nos. 03-1-05 & 04-2-02."
3. Duration of Agreement: The term of this Agreement shall be from January 7, 2005, through the specified time necessary for Licensee to complete the aforementioned contract with the City of Pasco. The County reserves the right to limit the term of this Agreement prior to the Licensee's completion of the aforementioned contract with the City of Pasco at its sole discretion. The County shall provide the Licensee with written notice of its decision to limit the term of this Agreement. At minimum, such notice shall be ten (10) days prior to the Licensee's rights under this Agreement being terminated.
4. Licensee will investigate and defend the County against all actions, claims, demands, liabilities and damages which in any manner may be imposed or incurred by the County as a consequence of or arising out of, any act, default, or omission on the part of the Licensee or its assignees, delegates, guests, members, employees, agents, or subcontractors. The County will be held harmless for any and all liability.
5. Licensee shall maintain commercial liability insurance policies appropriate to the Licensee's profession with limits of not less than one million dollars (\$1,000,000) per occurrence, loss, or person for coverage of bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars (\$2,000,000). The County shall be named as an additional insured on all

required policies per this Agreement. Such policies shall contain no special limitation on the scope of protection afforded the County as an additional insured. The Licensee shall provide the County with properly executed certificates of insurance evidencing all required insurance per this Agreement within ten (10) days after the effective date of this Agreement.

6. Licensee will indemnify the County against all actions, claims, demands, liabilities, damages, costs, expenses, and attorney fees which in any manner may be imposed or incurred by the County as a consequence of or arising out of, any act, default, or omission on the part of the Licensee or its assignees, delegates, guests, members, employees, agents, or subcontractors. The County will be held harmless for any and all liability.
7. The County shall not be liable for any loss of, or damages to Licensee's property, including but not limited to, equipment, tools, materials, or appurtenances in any way related to this Agreement.
8. This Agreement may be terminated, with or without reason, by either party, by providing ten (10) days notice to the other party.
9. Licensee shall comply with all statutes, ordinances, rules, and regulations of Federal, State, County, and City.
10. Licensee shall be responsible for any and all damage to said property. Licensee shall be responsible for restoring said property to its original condition as of January 7, 2005, or to an improved condition as approved by the County. Licensee shall restore said property to its original condition or improved condition within ten (10) days of Licensee's final use of said property per this Agreement.
11. If said property is not returned to its original condition, or to an improved condition, as approved by the County within 10 (ten) days of Licensee's final use of said property; the deposit will be forfeited and Franklin County will have the right to pursue any type of indemnity relief.
12. Choice of Law, Jurisdiction, and Venue: This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

13. Severability: If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.
14. Nondiscrimination: The Licensee, its assignees, delegates, guests, members, employees, agents, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.
15. Notices: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested to the addresses detailed below. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day. All written notices shall be mailed to said parties at the following address:

Franklin County	Rotschy Inc.
1016 North 4th Avenue	P.O. Box 290
Pasco, Washington 99301	22525 NE Garner Rd
	Yacolt, Washington 98675-0290

16. Waiver: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
17. Changes, Modifications, Amendments, and Waivers: This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
18. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

19. Authority: Each of the individuals executing this Agreement represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

ROTSCHY, INC.

By: 


CORNELL ROTSCHY

VICE PRESIDENT  
Title

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

  
Frank H. Brock, Chairman

  
Neva J. Corkrum, Chairman Pro Tem

  
Bob Koch, Member

ATTEST BY:

  
Clerk of the Board

Approved As To Form:

STEVE M. LOWE, #14670\#91039  
Prosecuting Attorney for  
Franklin County

by: 

Ryan E. Verhulp  
Deputy Prosecuting Attorney

df

**FRANKLIN COUNTY RESOLUTION NO. 2005-038**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY  
AND VOCAL TRASH FOR THE PERFORMANCE OF TWO SHOWS AT  
THE GRAND OLE FOURTH**

**WHEREAS**, Vocal Trash will perform two shows at the Grand Ole Fourth event with the cost not to exceed \$7,500.00, plus four (4) double hotel rooms; to be paid as follows: \$1,125.00 deposit payable to Liz Gregory Talent upon execution of contract and \$6,375.00 payable to Linder and Brock upon completion of performance;

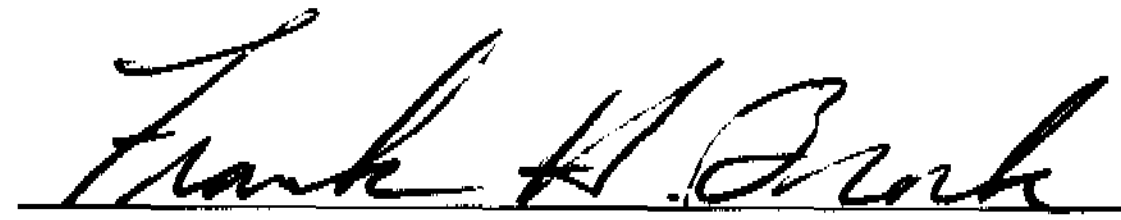
**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

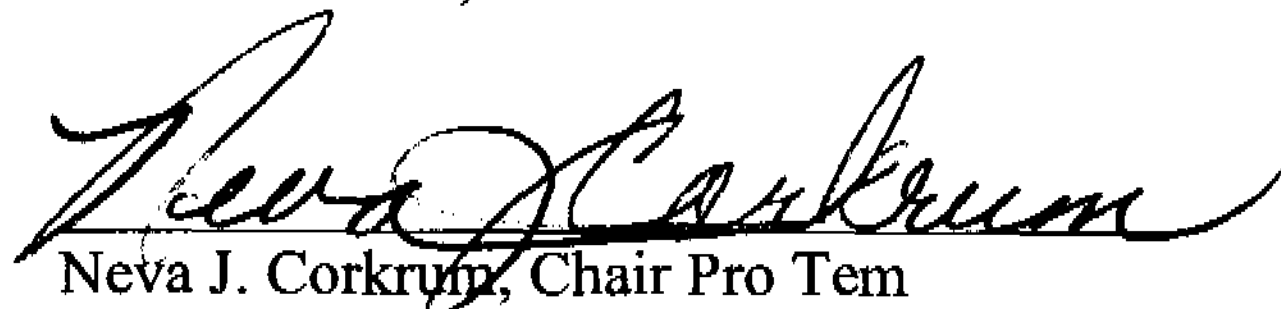
**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Personal Services Agreement for Vocal Trash to perform two shows July 4, 2005 at the Grand 'Ole Fourth event with the cost not to exceed \$7,500.00, plus four (4) double hotel rooms.

**APPROVED** <sup>January 12, 2005.</sup> this 7th day of February 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  
Vocal Trash

cc: Accounting Department  
County Administrator-Invoice  
County Administrator-File  
Linder & Brock

## PERSONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into between **Franklin County, a.k.a. Grand Ole Fourth**, hereinafter referred to as "**Franklin County**", and **Linder & Brock, a.k.a. Vocal Trash**, hereinafter referred to as the "**Contractor**", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

### Purpose

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform two (2) one hour shows in connection with the project designated Grand Ole Fourth Celebration.

### Scope Of Services

The Contractor agrees to perform the services, identified in Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

### Time For Performance

Work under this contract shall commence upon the giving of written notice by Franklin County to the Contractor to proceed. The Contractor shall perform all services and provide all work product required July 4, 2005.

### Payment

The Contractor shall be paid \$7,500.00, plus sound, four (4) double hotel rooms, meals during stay and water during performance for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided in Exhibit A, page 1, paragraph 3, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$7,500.00, without express written modification of the agreement signed by the Franklin County Commissioners.
- b. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon ascertainment and verification by the County of the completion of the performances under this agreement.

- c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- d. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and Washington State for a period of three (3) years after final payments. Copies shall be made available upon request.

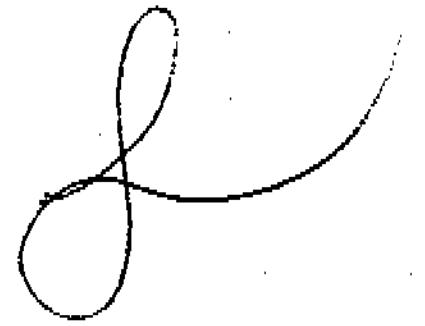
### **Compliance With Laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

### **Indemnification**

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.





### Insurance

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

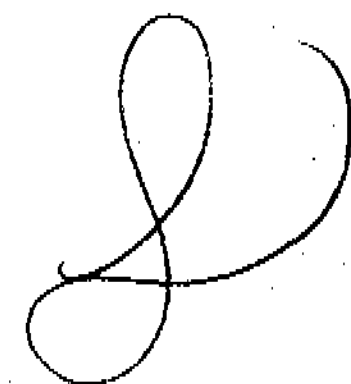
*Act will sign waiver  
per Steve*

### Independent Contractor

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

### Covenant Against Contingent Fees

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.



### **Discrimination Prohibited**

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

### **Assignment**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

### **Non-Waiver**

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

### **Termination**

- a. Franklin County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Contractor.
- b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

### **Notices**

Notices to Franklin County shall be sent to the following address:

Grand Ole Fourth  
Franklin County Administrator  
1016 N. Fourth Avenue  
Pasco, WA 99301  
Attn: Fred H. Bowen



Notices to the Contractor shall be sent to the following address:

Liz Gregory Talent and Production Agency  
9 Music Square So. Suite 357  
Nashville, TN 37203  
Attn: Liz Gregory

### **Integrated Agreement**

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

### **Jurisdiction And Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

### **Changes, Modifications, and Amendments**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

### **Severability**

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

### **All Writings Contained Herein**

This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.



The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this 7<sup>th</sup> day of FEB, 2005.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

Firm: Liz Gregory Talent &  
Production Agency

Frank H. Brock  
Frank H. Brock, Chairman

By: Liz Gregory

Neva J. Corkrum  
Neva J. Corkrum, Chairman Pro Tem

Signature: Liz Gregory

Robert E. Koch  
Robert E. Koch, Member

Title: Agent for Vocal Nash

ATTEST BY:

Steve Lindorff  
ARTIST  
After Linda P/S/O

Mary Withers  
Clerk of the Board

Approved as to form:

REP 01.21.05  
Ryan E. Verhulp  
Chief Civil Prosecutor

**Liz Gregory  
Talent and Production Agency**

*Agreement* made this 1 day of December, 2005, between **LINDER & BROCK, a/k/a VOCAL TRASH** (herein referred to as Artist), and **FRANKLIN COUNTY** (herein called Presenter or Buyer) for:

1. **Name and address of venue:**  
**THE GRAND OLE FOURTH /  
TRADE RECREATION AND AGRICULTURAL CENTER (TRAC)**  
  
**Address: 6600 Burden Boulevard, Pasco, WA**
  - a. Date: Monday, July 4, 2005
  - b. Show Time: TBA
  - c. Report to: Dan Blasdel
2. **Type of engagement:** Festival  
**Number of shows:** 2 one-hour shows
3. **Compensation agreed upon:** (in U.S. Funds) \$7,500.00 PLUS SOUND, 4 Double Non-Smoking Motel Rooms (July 3, 2005), five individuals will be served one hot meal each on July 4, 2005, water during performances. Artist pays no charge on Merchandise Sales.

Unless otherwise specified, contract price shall include agent's commission.

- a. Payment as follows: Deposit due with return of contract \$1,125.00  
Due to: LIZ GREGORY TALENT

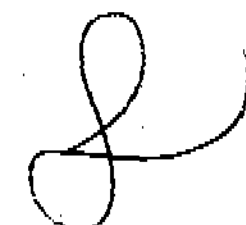
Balance of \$6,375.00

Due to: LINDER AND BROCK upon completion of contracted engagement.

- b. All deposits and balance shall be in cash or cashier's check unless negotiated otherwise before play date. Fair check or County/State Fair/ or Festival Check is okay.

**4. Agent provisions:**

- a. The undersigned agent is acknowledged to have fully performed upon the commencement of this engagement.
- b. If said Artist is re-booked into this or any establishment owned or controlled by the Purchaser within 13 months from the termination of this agreement, Purchaser and Artist shall be jointly liable for commissions due to Agent.



**5. Tax Responsibility:**

The undersigned self-employed artist(s) have agreed for purpose of this engagement to perform as a JOINT ENTERPRISE in an entertainment called: **VOCAL TRASH.**

The net contract price after commissions will be divided as gross income according to prior agreement and each member will take responsibility to calculate his expenses of doing business, and paying applicable Federal and State taxes as an independent contractor within the purview of Section 1402(c) of the Internal Revenue Code of 1954. **STEVE LINDER** is designated by mutual agreement as spokesman and contractor with authority to accept all funds payable under this contract on behalf of all members of the performing group.

**6. Other considerations:**

- a. If a contract rider is attached, that rider is a part of this contract, and must be reviewed, signed by purchaser and returned to the artist's representative with this contract.
- b. **Special Provisions:**  
**TABLE FOR ACT TO SELL MERCHANDISE AT NO CHARGE TO ACT.**  
**WATER FOR STAGE. DRESSING ROOM. TWO STAGE HANDS TO**  
**LOAD IN AND OUT.**
- c. Buyer warrants that he/she is authorized to sign for and on behalf of himself/herself and the establishment where Artist is to perform. Buyer warrants that there is no litigation or other agreement either written or oral to prevent full payment to Artist under this agreement.

**Compensation agreed upon is guaranteed rain or shine as long as Artist is willing and ready to perform.**

### Vocal Trash Rider

**"Purchaser"** agrees to provide for the following provisions, which are in addition to those agreements in the engagement agreement between **"Purchaser and Artists."** This rider, when signed by **"Purchaser and Artists,"** becomes part of the engagement agreement.

1. "Purchaser" agrees to provide an 8' x 8' Drum Riser.
2. "Purchaser" agrees to provide two (2) stage hands at the time of load in and load out to assist "Artists."
3. "Purchaser" agrees that performance area will be made available to "Artists" and its crew no later than one (1) hour before the advertised and scheduled time of "Artists" performance. In addition, "Artists" will be allowed to complete their sound check prior to the time the general public is allowed access to the venue.
4. "Purchaser" agrees to provide a dressing room for "Artists" and their crew, equipped with a mirror and electricity.
5. "Purchaser" agrees to provide plenty of bottled water for "Artists" at load in. "Purchaser" also agrees to have plenty of bottled water on stage during "Artists" performances.
6. "Purchaser" agrees to provide one hot meal to "Artists" on July 4, 2005 when available.
7. "Purchaser" agrees to provide four double motel rooms, all non-smoking, the night before the performance(s) (July 3, 2005). *yes*
8. "Purchaser" agrees to provide one 8' table with two chairs for use of "Artists" to sell merchandise and sign autographs after show at no cost to "Artists." "Artists" will retain 100% of all proceeds of merchandise sold.
9. If "Artists" are using their own sound, the crew needs three (3) hours before scheduled performance time for setup and sound check.
10. If this is a fly date for "Artists," backline must be provided by "Purchaser" at no cost to "Artists." See addendum for backline requirements. *yes*
11. "Purchaser" will also provide three (3) separate 30 amp circuits 110 Edison or four (4) separate 20 amp circuits 110 Edison for "Artists" electrical needs.



Please know that these provisions are made for the purpose of the "Artists" and its crew being able to present a professional show for "Purchaser" and its patrons, as well as to eliminate any possible misunderstandings. Please feel free to discuss any item with "Artists" or "Artists Agent," as they are negotiable.

In regards to sound questions, please contact the following:  
Bruce Brock (817) 538-2852, Road Manager.

**Vocal Trash** will provide four (4) wireless in-ear monitors as well as four (4) wireless headset microphones and receivers. *yes*

## Vocal Trash Trash Can and Backline Addendum

**Vocal Trash** will need the following:

1. Two (2) 33-gallon galvanized trash cans with lids.
2. Two (2) 20-gallon galvanized trash cans with lids.
3. One (1) 33-gallon plastic trash can for use as Bass Drum.
4. Two (2) 55-gallon plastic trash cans for use as Bass Drums.

### Vocal Trash Backline for Flying Dates

1. One (1) five-piece drum kit with cymbals, hi hat, all hardware and drum throne.
2. ~~Two (2) electric/acoustic guitars with straps and stands.~~ *will bring own*
3. ~~One (1) electric guitar (Strat) with strap and stand.~~ *will bring own*
4. One (1) microphone and stand for use as a Saxophone solo microphone.
5. Six (6) DI's for 1/4" inputs.
6. Sixteen (16) XLR cables for inputs.
7. One (1) monitor for Drums and two (2) sidefills for stage.



**FRANKLIN COUNTY RESOLUTION NO. 2005 039**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PROFESSIONAL SERVICES CONTRACT BETWEEN FRANKLIN COUNTY AND  
J & J SECURITY FOR COURTHOUSE SECURITY SERVICES EFFECTIVE  
OCTOBER 1, 2004**

**WHEREAS**, J&J Security has provided sole-source security services for Franklin County since January 1999; and

**WHEREAS**, Franklin County Resolution 98-535 originally approved the Personal Service Agreement between Franklin County and J&J Security; and

**WHEREAS**, Franklin County Resolution 2000-458 approved an increase in rates effective January 2001; and

**WHEREAS**, Franklin County Resolution 2002-514 approved an increase in rates effective January 2003; and

**WHEREAS**, due to the county's financial state, the Franklin County Board of Commissioners reduced the amount of time that J&J provides security for the courthouse to Monday and Tuesday, 8:00 am – 5:00 pm and on Thursday, 2:00 – 5:00 pm, beginning October 1, 2004, reducing the monthly rate to \$2,062.50; and

**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 the attached contract as being in the best interest of Franklin County;


**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves reducing the monthly payment to \$2,062.50 for Courthouse security services provided by J&J Security, effective October 1, 2004.

**APPROVED** this 12th day of January 2005.

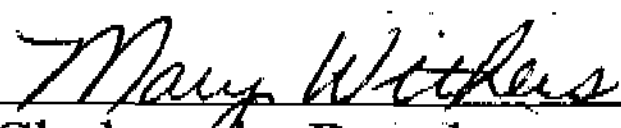
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

  
Neva J. Conkum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk to the Board

**FRANKLIN COUNTY RESOLUTION NUMBER 2004-040**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: APPROVAL TO SUPPORT THE EXPANSION OF THE GRAND OLE FOURTH  
CELEBRATION AND CREATION OF THE GRAND OLE FOURTH BUDGET**

**WHEREAS**, the Franklin County Administrator and the Recreation Services Manager for the City of Pasco have collaborated and established a committee for the purpose of expanding the City of Pasco's Grand 'Ole Fourth Celebration; and

**WHEREAS**, the committee resolved to expand the event from one day to four days, beginning July 1 through July 4, 2005; and

**WHEREAS**, the committee drafted a budget for the 2005 event, Attachment A, totaling \$170,000; and

**WHEREAS**, the committee composed a schedule for the 2005 four-day event to include food vendors, craft vendors, carnival rides, circus, hypnotists, fireworks, laser light shows, interactive electronic games, monster trucks & motorcycles show, children's shows, talent shows, cook-offs, street entertainment, gospel music, soccer and dodge ball tournaments and auditorium entertainment including a top-notch comedian; and

**WHEREAS**, the Franklin County Administrator and the Recreation Services Manager for the City of Pasco presented the budget and events to the Franklin County Board of Commissioners and to the City of Pasco's Council; and

**WHEREAS**, the Franklin County Board of Commissioners and the City of Pasco's Council unanimously support this event; and

**WHEREAS**, the Franklin County Board of Commissioners and the City of Pasco will share the expenses equally associated with the Grand Ole Fourth Celebration; and

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to have the care of county property and management of county funds and business; and

**WHEREAS**, the Franklin County Board of Commissioners constitutes the legislative authority of Franklin County and desires to support this event as being in the best interest of Franklin County; and

## FRANKLIN COUNTY RESOLUTION NUMBER 2005-040

Page 2

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Board of Commissioners hereby approves the expansion of the Grand 'Ole Fourth Celebration.

**BE IT FURTHER RESOLVED** that the Board hereby approves the creation of the Grand Ole Fourth Budget, Number 425-000-001, and the attached budget.

**APPROVED** this 12<sup>th</sup> 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

Grand 'Ole Fourth Celebration  
2005 Revenue Budget**20 5 040**

Gate Admission	\$ 62,100.00
Grandstand	\$ 5,000.00
Carnival	\$ -
Carnival Advertising	\$ -
Entry Fees	\$ -
Mainstage	\$ 2,500.00
Entry Fee/Dodgeball	\$ 2,500.00
Commercial Space Rental	\$ 18,000.00
Parking	\$ 29,400.00
Beer	
Food Concession %	\$ 18,000.00
Commissioned Concessions	\$ 500.00
Ice Sales	\$ 2,000.00
Sponsorships	\$ 30,000.00
Total	\$ 170,000.00

Grand 'Ole Fourth Celebration  
2005 Expenditure Budget

2005 040

Gate Admission	
Grandstand	
Carnival	
Carnival Advertising	
TRAC	\$ 30,000.00
Entry Fees	
Mainstage	
Entry Fee/Dodgeball	
Stall Rental	
Commercial Space Rental	
Camping Rental	
Parking	
Beer	
Food Concession %	
Commissioned Concessions	
Ice	\$ 2,000.00
Food Space Rental	
<b>ENTERTAINMENT</b>	
Ride & Glide Bikes (3 Days - Sat, Sun & Mon)	\$ 4,000.00
Atlas Robotics (3 Days)	\$ 3,060.00
Vocal Trash (2 Shows - Monday & 3 Hotel Rooms)	\$ 10,000.00
Laser Light Show (4 Days)	\$ 15,000.00
Suzy Haner Hypnotist (3 Days - Sat, Sun & Mon)	\$ 5,000.00
Gospel Singers (Sunday)	\$ 3,500.00
Steve Hamilton (3 Days - Sat, Sun & Mon & Hotel)	\$ 1,200.00
IGX Electronic Games (4 Days & Hotel)	\$ 4,400.00
Sub Total	\$ 46,160.00

2005 040

Sound & Lights Indoor Stage, Outdoor Stage & Ball Field (Monday Night)	\$ 20,000.00
HVAC Portable Truck	\$ 15,000.00
10 Hotel Rooms at \$86 per night (Inc. tax)	\$ 860.00
3 RV Sites	\$ 72.00
12 Traffic Controlers & Ticket Sales at \$7.50/hour 12 x 10 hours x \$7.50 per hour = \$900 x 4 days	\$ 3,600.00
Garbage	\$ 3,000.00
Marketing	\$ 10,000.00
Licenses/Permits	
Security	
Janitorial Clean up	
Carts	
Radios	
Misc. Contractual Services	\$ 2,000.00
Talent Show Winner	\$ 1,100.00
Decorations	\$ 2,500.00
Tents	\$ 1,000.00
Lighting for 6 acre Parking	\$ 2,000.00
Electric Generator for HVAC Truck	\$ 4,000.00
Night Clean Up	\$ 2,000.00
Printing	\$ 1,000.00
Port-A-Potty	
Contingency	\$ 23,048.00
Total	\$ 170,000.00



**FRANKLIN COUNTY RESOLUTION NO. 2005 041**

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

**RE: INTER BUDGET TRANSFER OF \$40,000 FROM THE 2005 MISCELLANEOUS  
EXPENSE CUMULATIVE RESERVE (RAINY DAY) FUND BUDGET, NUMBER  
100-000-001 TO THE MISCELLANEOUS EXPENSE GRAND OLE FOURTH  
BUDGET, NUMBER 425-000-001**

**WHEREAS**, the Franklin County Board of Commissioners desire to transfer \$40,000 from the Cumulative Reserve (Rainy Day) Fund to the Grand Ole Fourth Budget to establish the fund for the initial start-up of the event; 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 inter budget transfer in the amount of \$40,000 from the 2005 Miscellaneous Expense Cumulative Reserve (Rainy Day) Fund Budget, Number 100-000-001, line item 597.19.00 (Current Exp – Cumulative Reserve Fund) to the Grand Ole Fourth Budget, Number 425-000-001, line item 573.90.00 (Contingency).

**APPROVED** this 12<sup>th</sup> 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  
Accounting Department

CC: County Administrator  
Treasurer