Commissioners' Proceeding for January 31, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Bob Koch, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Neva J. Corkrum, Chair Pro Tem, was absent on personal business. Mr. Bowen was absent at the beginning of the meeting to work on other county business.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Consent Agenda

<u>Motion</u> – Mr. Koch: I do make the motion to accept the consent agenda as presented:

1. Approval of **Resolution 2005-066** for the Hardersburg Tower Site Lease Agreement between Harder Farms, Inc., and Franklin County for the purpose of erecting a radio tower, with said agreement effective for five years, ending December 31, 2009, with the opportunity to extend the lease for four additional five-year renewal periods, and to authorize the Chairman to sign said agreement on behalf of the Board. (Exhibit 1)

Second by Mr. Brock. 2:0 vote in favor.

Jefferson Award

Motion – Mr. Koch: I do make the motion that we send in the application for the Jefferson Award for Greg and Julie Hart. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 2)

Vouchers/Warrants

Motion – Mr. Koch: I make a motion that we approve warrants for 2004 in the total of \$19,586.92 and warrants for 2005 for \$19,655.36 for a total of \$39,242.28:

2004: Current Expense warrants 43704 through 43717 for \$17,175.80; Law Library warrants 926 through 927 for \$1,820.12; Jail Commissary warrant 2023 for \$591.00; and

2005: Current Expense warrants 43699 through 43703 for \$4,459.17; Courthouse Renovation warrant 329 for \$15,196.19;

for a grand total of \$39,242.28. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 3)

Commissioners' Proceeding for January 31, 2005

Recessed at 9:07 a.m.

Reconvened at 9:10 a.m.

WSU EXTENSION

County Director Kay Hendrickson and District Director Randy Baldree met with the Board.

Personnel

Mr. Baldree said there is a vacant position in Franklin County that was occupied by Eric Sorensen who retired in October. WSU Extension receives its funding through WSU. WSU's funding comes through the higher education budget, which is set by the state legislature. The position is in the budget now and will stay there unless there is an internal budget cut imposed on Mr. Baldree's department. Mr. Baldree anticipates that the end of April may be the time a search for a replacement candidate can begin.

Mr. Brock said he strongly supports having the Extension Service at the maximum capacity we can have it, being an ag county. He said Franklin County is also looking at some serious budget considerations. He reiterated that we need the extension position.

Mr. Bowen joined the meeting.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Change Order #4

The Board has already reviewed the nine changes individually that are listed in the change order. The total amount is an increase of \$65,418.62. We're still within the budget as far as change orders. Another change order is expected that is significant, about \$70,000 or \$80,000. Over \$300,000 was set aside for change orders. The contingency amount has not been used yet.

Motion – Mr. Koch: I make a motion to accept the Resolution 2005-067, the Change Order #4 to the agreement between owner, (Board of Commissioners, Franklin County, Washington), and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 4)

Commissioners' Proceeding for January 31, 2005

Tri-City Herald Progress Report

Mr. Bowen asked the Board to review the report that was written for the <u>Tri-City</u> Herald prior to submitting it to the newspaper.

Out-of-County Travel Request

Mr. Bowen asked for approval of his travel to attend a conference on courthouse restoration and the WSAC Legislative Rally.

Motion – Mr. Koch: I do make a motion to accept the out-of-county travel for the 17th Annual Heritage Conference and the WSAC Legislative Rally for Fred Bowen. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 5)

Executive Session at 9:49 a.m. regarding personnel expected to last 10 minutes.

Open Session at 10:06 a.m.

PUBLIC WORKS

Engineer Tim Fife met with the Board.

CRAB Certification of 2005 Road Levy and Estimated Revenue Produced

Motion – Mr. Koch: I make a motion that we certify the 2005 road levy and estimated revenue produced for \$200,067,480.09 and authorize Chairman's signature on said document. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 6)

CRAB Certification for Traffic Law Enforcement in 2004

<u>Motion</u> – Mr. Koch: I make a motion to approve Rural Arterial Program Certification of Road Fund Expenditures for Traffic Law Enforcement. The total for 2004 was zero. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 7)

Gravel Roads

Mr. Brock wants to add Bellevue Road to the list for consideration of reduced speed limits on gravel roads.

COUNTY ADMINISTRATOR (continuing)

County Administrator Fred Bowen met with the Board.

Courthouse Construction Work

The current time frame chart for courthouse restoration was given to the Board.

Commissioners' Proceeding for January 31, 2005

Mr. Bowen would like to have an open house for the public at the courthouse before the offices move back into it. He would like to invite the governor to dedicate it. Mr. Brock said he thinks it would be nice to have an open house.

The Board reviewed pictures of the stained glass work being done for the courthouse.

OTHER BUSINESS

Secretary Patricia Shults met with the Board.

TRIDEC

TRIDEC's "Tri-Cities Position Paper on Regional Higher Education" was reviewed. TRIDEC has asked for Board approval. The Board would like to have agriculture included in the paper.

Vouchers/Warrants

Motion – Mr. Koch: I make a motion that we accept the warrant 43718 for 2004 in Current Expense for \$1094.81 and warrant 43719 for 2005 for \$75.00 for a total of \$1169.81. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

Adjourned at 10:30 a.m.

Commissioners' Proceeding for January 31, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 2, 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Chairman

ABSENT

Chairman Pro Tem

Member

Attest:

Clerk to the Board

Approved and signed February 2, 2005.

FRANKLIN COUNTY RESOLUTION NO. 2005 066

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: HARDERSBURG TOWER SITE LEASE AGREEMENT BETWEEN HARDER FARMS, INC., AND FRANKLIN COUNTY FOR THE PURPOSE OF ERECTING A RADIO TOWER

WHEREAS, the Dispatch Supervisor/Lieutenant/E911 Coordinator desires to contract with Harder Farms, Inc. to lease property located in Kahlotus for the purpose of installing, maintaining, and operating a landlord-approved communications antenna facility (radio tower), equipment, cabinet and accessory building; and

WHEREAS, initial rent in the amount of \$500 will be increased each year on January 1st by 5% of the previous year's annualized rental and will be paid before January 5th of each year; and

WHEREAS, expenditures will be paid from the Miscellaneous Franklin County Enhanced 911 Budget, Number 139-000-001, line item 528.80.64.0002 (Radio Equipment); 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 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 the Franklin County Board of Commissioners hereby approves the attached Hardersburg Tower Site Lease Agreement between Harder Farms, Inc., and Franklin County for the purpose of erecting a radio tower, with said agreement effective for five years, ending December 31, 2009, with the opportunity to extend the lease for four additional five-year renewal periods.

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

APPROVED this 31st day of January 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

ABSENT

Attest:

Clerk to the Board

Originals:

Auditor Minute

Harder Farms, Inc.

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member

cc:

Dispatch Prosecutor Sheriff

HARDERSBURG TOWER

SITE LEASE AGREEMENT

For good and valuable consideration, the parties agree as follows:

1. <u>Leased Premises</u>. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, consisting of approximately 2500 square feet, located at Kahlotus, County of Franklin, State of Washington, legally described in Exhibit "A" attached hereto, subject to any and all existing easements, on which a radio tower will be erected and located, the exact location of each to be reasonably approved by Landlord, together with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric and telephone facilities also shown on Exhibit "B" ("Leased Premises").

2. Rent.

- (a) Amount; Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Five Hundred Dollars (\$500.00) for the initial year, which shall be increased each year on January 1, by five percent (5%) of the previous year's annualized rental.
- (b) <u>Time of Payment; Taxes</u>. Except for the automatic increase in Section 2(a), Landlord shall communicate all other rental increases to the Tenant in writing by the preceding October 1 of each year. The annual rental shall be paid before January 5th of each year. For the first year, the rental shall be pro rated through December 31 and shall be paid to Landlord in full at the time Lease is executed.

3. Governmental Approval Contingency.

(a) <u>Tenant Application</u>. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall

take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

- Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt. Except as required under Subparagraph 13(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.
- 4. Term and Renewals. The "Initial Term" of this Lease shall commence on the date in the first paragraph of this Lease ("Effective Date") and end on December 31 of the fifth calendar year of the Lease, December 31, 2009. Subject to the terms and conditions of this Lease, Tenant shall have the opportunity to extend this Lease for four (4) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless either Landlord or Tenant sends written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 19 of this Lease.

5. <u>Tenant's Use</u>.

(a) <u>Purposes</u>. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenants communications antenna facility and radio tower shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to an accessory building or cabinet located on the Leased

Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

- (b) <u>Construction</u>. Tenant may erect and operate a radio tower in accordance with Exhibit "B". If Tenant seeks to increase the number of towers, Landlord must consent to installation of additional antennas, such consent will not be unreasonably withheld. If Landlord consents, the parties will negotiate the amount of additional rental for the antennas.
- operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations only for providing radio and wireless telecommunications services provided by Franklin County. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property including any structures during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.
- (d) <u>Use</u>. Tenant shall use the Antenna Facilities for its own purposes only and shall not lease, sub-lease, assign, nor co-locate any of the Antenna Facilities to another party or provide access to any other carrier without Landlord's consent. In the event Tenant desires to co-locate or sub-lease the Antenna Facilities to any person or entity desiring to utilize the Antenna Facilities, then the Landlord shall be made aware of the negotiation and have an opportunity to negotiate concessions or other payments from the third party and/or Tenant. Any consent shall be in the sole discretion of the Landlord.
- (e) <u>Maintenance</u>; <u>Improvement Expenses</u>. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair.
- (f) <u>Replacements</u>. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any other

information reasonably requested by Landlord of such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold approval.

- (g) <u>Drawings</u>. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises. Tenant is not obligated to provide inventory if deemed sensitive or otherwise proprietary.
- (h) <u>No Interference</u>. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant.
- (i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.
- (j) <u>Payment of Utilities</u>. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.
- 6. <u>Emergency Facilities</u>. [Intentionally Deleted]
- 7. Advances in Technology. [Intentionally Deleted]
- 8. Additional Buildings. [Intentionally Deleted]
- 9. <u>Defense and Indemnification</u>.
- (a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except those which arise solely from the willful misconduct of Landlord. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises.

- (b) <u>Hazardous Materials</u>. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.
- (c) <u>Tenant's Warranty</u>. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of this Paragraph 10 shall survive the expiration or other termination of this Lease.
- 10. <u>Insurance</u>. The Tenant is a self-insured entity and as such must maintain and warrants that they have adequate self-insurance equal to the following:
 - (a) <u>Workers' Compensation</u>. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
 - (b) <u>General Liability</u>. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products

and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy' are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(c) <u>Automobile Liability</u>. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

- (d) <u>Tenant Property Insurance</u>. The Tenant must keep in force during the term and any renewals of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- (e) <u>Hazardous Materials Coverage</u>. Tenant must carry sufficient coverage, to the reasonable satisfaction of Landlord, for damage caused by Hazardous Materials.
- (f) Adjustment to Insurance Coverage Limits. The coverage limits set forth herein shall be increased at the time of any Renewal Term by the greater of the Consumer Price Index as calculated under Paragraph 2(a) or 25%.
- (g) Additional Insured Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A+ or better) by Best Insurance Guide, licensed to do business in the state of Washington, which includes all coverages required in this Paragraph 11. Tenant will name Landlord as an Additional Insured on the General

Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to Landlord.

Damage or Destruction. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. Lease Termination.

- (a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:
 - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
 - (ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for, the construction and/or operation of the Antenna Facilities or Tenant's business;
 - (iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;
 - (iv) by Landlord if an engineering study determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
 - (v) by Landlord if a Court of Law with jurisdiction determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or

any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

- (b) <u>Notice of Termination</u>. The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.
- (c) Site Restoration. Landlord shall have the option to have the Tenant remove the Antenna Facilities or to keep the Antenna Facilities erected and relieve Tenant of any responsibility for removal. Landlord shall notify Tenant within thirty (30) days following termination of the Lease of Landlord's intentions. If Landlord elects to have Tenant remove the Antenna Facilities, then, in the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date, or notice by Landlord, whichever is later, to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure to the reasonable satisfaction of the Landlord. In the event that Tenant's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto. Tenant has notified the Landlord that the following entities have an interest in the Antenna Facilities and related equipment because of financing arrangements:

If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to the above entities at the addresses provided, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days.

- 13. <u>Limitation of Landlord's Liability</u>. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern future expectation of profits, loss of business or profit or related damages to Tenant.
- 14. Temporary Interruptions of Service. If a court of law determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may' be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

15. <u>Tenant Interference</u>.

- (a) With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference by regulation or other law, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.
- (b) <u>Interference New Occupants</u>. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities.

- 16. <u>Assignment</u>. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity in which Tenant owns greater than a 50% interest. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Leased Premises.
- Disputes. Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within sixty (60) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.
- 18. Enforcement and Attorneys' Fees. In the event that either party to this Lease shall bring a claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.
- 19. <u>Notice</u>. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to:

HARDER FARMS, INC.

Attention: William G. Harder, Sr.

P.O. Box 99

Kahlotus, Washington 99335

If to Tenant, to:

Franklin County 1016 North 4th Avenue, Pasca, WA 99301

Attention: Pat Hogan E911 Coordinator

with a copy to:

Franklin County Commissioners

1016 North 4th Avenue Pasco, WA 99301-3706

- 20. <u>Authority</u>. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
- 21. <u>Binding Effect</u>. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
- 22. <u>Complete Lease: Amendments</u>. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- 23. Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington.
- 24. <u>Limitation of Liability</u>. Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under Washington Statutes or any other provision of law.
- 25. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- 26. <u>Memorandum</u>. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties which may be recorded by the party requesting the Memorandum of Lease.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:	
HARDER FARMSZINC.	
By: Wm. Geo. Harder, President	
TENANT: APPROVED this 31 day of JAN.,	2005.
	BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY. WASHINGTON
	By: Frank H. Burk
	Neva Corkrum , Chair Frank H. Brock
Approved as to form:	Train II. Brook
Brian V. Hultgrenn Ryav E. VERHULP Deputy Prosecuting Attorney	
STATE OF WASHINGTON) ss.	·
County of Franklin)	

I certify that I know or have satisfactory evidence that WILLIAM G. HARDER, SR. signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of HARDER FARMS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED thursday of Aurulaus, 2005.

NOTARY PUBLIC (Signature)

(Printed Name)

My commission expires: Ob Ot OT

STATE OF WASHINGTON)			
) ss.			
County of Franklin)	FRANK	н.	BROCK

I certify that I know or have satisfactory evidence that NEVA CORKRUM, signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Chair of BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED the day of January , 2005.

| Mary C, Withers |
| NOTARY PUBLIC (Signature) |
| Mary C, Withers |
| (Printed Name) |
| (Seal or Stamp) | My commission expires: | 10-29-2008

FRANKLIN COUNTY RESOLUTION NO. 2005 066

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: HARDERSBURG TOWER SITE LEASE AGREEMENT BETWEEN HARDER FARMS, INC., AND FRANKLIN COUNTY FOR THE PURPOSE OF ERECTING A RADIO TOWER

WHEREAS, the Dispatch Supervisor/Lieutenant/E911 Coordinator desires to contract with Harder Farms, Inc. to lease property located in Kahlotus for the purpose of installing, maintaining, and operating a landlord-approved communications antenna facility (radio tower), equipment, cabinet and accessory building; and

WHEREAS, initial rent in the amount of \$500 will be increased each year on January 1st by 5% of the previous year's annualized rental and will be paid before January 5th of each year; and

WHEREAS, expenditures will be paid from the Miscellaneous Franklin County Enhanced 911 Budget, Number 139-000-001, line item 528.80.64.0002 (Radio Equipment); 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 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 the Franklin County Board of Commissioners hereby approves the attached Hardersburg Tower Site Lease Agreement between Harder Farms, Inc., and Franklin County for the purpose of erecting a radio tower, with said agreement effective for five years, ending December 31, 2009, with the opportunity to extend the lease for four additional five-year renewal periods.

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

APPROVED this 31st day of January 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

ABSENT

Attest:

Clerk to the Board

Originals:

Auditor Minute

Harder Farms, Inc.

Neva J. Corkrum, Chair Pro Tem

Robert E. Koch, Member

cc:

Dispatch Prosecutor Sheriff

LEGAL DESCRIPTION KAHLOTUS RADIO TOWER SITE

REAL PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 89°33'46" EAST, 2673.16 FEET TO A BRASS CAP MONUMENT IN CASE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 16°38'51" WEST, 3595.85 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12°35'22" WEST, 50.00 FEET; THENCE NORTH 77°24'38" WEST, 50.00 FEET; THENCE NORTH 12°35'22" EAST, 50.00 FEET; THENCE SOUTH 77°24'38" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 2,500 SQUARE FEET.

PUBLIC UTILITY DISTRICT NO. 1 OF FRAI

POST OFFICE BOX 2407 PASCO. WASHINGTON 99302

President and

-canklin Count

RIGHT OF WAY EASEMENT

XC.			
30	1 1 11	11 1	<u>_</u>
THE GRANTORIS) Masey A. Harder	Willam	Hander	2 r.
· · · · · · · · · · · · · · · · · · ·		 _ 	

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Franklin County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of Grantor(s) situated in the County of Franklin, State of Washington, and more particularly described as follows:

A 15 foot wide powerline easement the centerline of which is more particularly described as follows:

Beginning at the North quarter corner of Section 4 Township 13 North, Range 34 East, W.M., Franklin County, Washington; thence S 01°42'17" E a distance of 3456.98 feet; thence, S 88017'43" W a distance of 1120.30 feet; thence S 12°22'36" W a distance of 50 feet; thence N 77°37'24" W a distance of 18.67 feet; thence, S 36°58'32" E a distance of 18.83 feet, THE TRUE POINT OF BEGINNING; thence, S 36°58'32" E a distance of 1060 feet, THE TERMINUS.

Basis of Bearing: East line of Durham Avenue as shown on Record Survey in Volume 1 of Surveys, page 400, Auditors Fee no. 423851 Records of Franklin County, Washington.

and to construct, operate and maintain over and under the above described lands and the streets, roads, or highways abuiting the said lands electrical facilities and other utility facilities, with all convenient or necessary appurtenances (including, but not limited to, poles, crossarms, towers, transformers, one or more wires, props, guys, and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system. The grantor(s) agree(s) that all facilities installed upon or under the above described lands at the grantee's expense shall remain the property of the grantee, and that the grantee shall he right of ingress and egress over the adjacent lands of the grantor(s) for the purpose of exercising all rights hereby granted. Il rights hereunder shall cease when the grantee, its successors or assigns, abandons or removes said line or system. Grantee shall not be liable for any damages caused to Grantor's property by actions reasonably taken by Grantee in the exercise of the rights herein granted. STATE OF WASHINGTON ACKNOWLEDGMENT OF INDIVIDUAL(S) County of Frank! ... described in and who executed the foregoing instrument, and acknowledged to me that executed, signed and sealed the same as tree and voluntary act and deed for the uses and purposes therein expressed IN TESTIMONY WITERED . I have beneunto set my hand and Notarial seaf the day and year in this certificate aboys written **JAMES CRAWFORD** Notary Public STATE OF WASHINGTON My Commission Expires tate of Washington residing at Pasco E OF WASHINGTO **ACKNOWLEDGMENT BY CORPORATION** f Franklin ___, before me, the underalgued, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the

lo be the individual			· · ·			
IN TESTIMONY V	sealed the same as		free and w	Olumlary act and de	January 31, 2	005
	JAMES CRAWFORD Notory Public STATE OF WASHINGTON My Commission Expires June 18, 1994	Seal II a day and y	in and for the State of	haw/a	d	oses therein expressed
STATE OF WASHINGT	discourse					
County of Franklin		85.	ACK	NOWLEDGME	ENT BY CORPORA	TION
On this	day of	· · · · ·				
•			, 19	, before me,	the undersigned, a Nota	ry Public in and for the
State of Washington, di	uly commissioned and sworn, personally appeared					
						and
	· — · · · · · · · · · · · · · · · · · ·	lo ma ka	own to be the	, m	د د دماراه	
•		to me kin		Pre	Stoeur sud	Secretary.
the corporation that exc therein mentioned, and	ecuted the foregoing instrument, and acknowledged to on oath stated that they were authorized to execute d and official seal hereto affixed the day and year in	the said instrument	to be the free and volum		sident and	
the corporation that ex- therein mentioned, and	RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE	the said instrument	to be the free and volunt and that the seal affixe we written	tary act and deed o	of said corporation, for i seal of said corporation	
respectively of the corporation that ex- therein mentioned, and WITNESS my han	RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE '93 SEP -9 AID:45 501680	the said instrument	to be the free and volum	tary act and deed o	of said corporation, for i seal of said corporation	he uses and purposes
the corporation that ex- therein mentioned, and	RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE '93 SEP -9 A10:45	the said instrument	to be the free and volunt and that the seal affixe we written	tary act and deed o	of said corporation, for i seal of said corporation	he uses and purposes
the corporation that ex- therein mentioned, and	RECORDED AT THE REQUEST OF CHICAGO TITLE INSURANCE '93 SEP -9 AID:45 501680	the said instrument the said instrument this certificate above	to be the free and volunt and that the seal affixe we written	tary act and deed o	of said corporation, for i seal of said corporation	he uses and purposes

JEFFERSON AWARD NOMINATION

GREG & JULIE HART

4th generation wheat farmers, Greg & Julie Hart of Connell, WA had plenty of acres of dryland wheat to keep them busy year round. However, they were never content to stay isolated in the country – there were many community service projects where their gifts of service could be utilized in a variety of ways. Educated at the University Of Oregon, they moved to the family farm as a newly married couple, looking forward to raising their family in the small, rural community that Greg had grown up in.

Well-known in their community through the years as committed members of their church and energetic volunteers in the schools, Greg & Julie also coached Little League teams, served on civic, school and church committees, and volunteered their time as board members of various organizations. Greg & Julie were known as natural leaders, with lots of energy, enthusiasm, and innovative ideas, always willing to serve and make themselves available for others.

When their youngest child, Emily, was just 19 months old, she was diagnosed with Cystic Fibrosis, the leading genetic killer of children and young adults in the United States. CF is an inherited degenerative disease that causes the body to produce an abnormally thick, sticky mucus that clogs the lungs, which leads to limited lung function, chronic infections, and eventually, fatal lung damage.

In the midst of their devastation, Emily's family turned her tragic battle with CF into something positive. First, the Harts thoroughly educated themselves about the disease, realizing there was a drastic need for research. Finding a cure for CF would add years to the life of their precious blond-haired daughter, as well as many, many other children afflicted with this dreadful disease.

From this seed of hope grew the idea of holding a Bike-a-thon fundraiser. Greg & Julie put forth much time and effort towards organizing this event, promoting awareness of the disease in our community, and generating funding for CF. This is an extraordinary example of two ordinary people who overcame the tragic news of their daughter's devastating illness with a way to reach out to help not only their own daughter, but the many victims who suffer from this degenerative disease.

Greg & Julie went to the schools in the North Franklin School District, making presentations and educating students, soliciting their help in raising money for this worthy cause. The kids were excited to be able to help and were motivated to fill their sponsor sheets as quickly as possible. Each rider was given a pledge form. Some riders solicited pledges for every mile rode, while others collected flat donations for their participation. Riding in the 1-mile, 3-hour event became a #1 priority for children of all ages...a way they, too, could help someone in need.

Thus, the Connell Cystic Fibrosis Bike-a-thon was founded. Each year, the Harts continued to go to the schools in the spring to promote the event, educating students and inviting them to get involved.

In the early morning hours on the day of the Bike-a-thon events, Greg & Julie, and their army of volunteers, set up the 1-mile course and prepare for the onslaught of participants. Volunteers brought dozens and dozens of cookies, manned the registration table, and oversaw the cookie and juice stations along the route. Many others volunteered as bicycle repairmen, nurses at First-Aid stations, computer tabulators, lunch servers, and clean-up crews.

Julie once said that the grassroots project, involving over 100 volunteers and some 250 riders, gave the community the opportunity to volunteer, rather than to just raise money. Ask just about anyone in Connell about Cystic Fibrosis, and you will find that they are compassionate about the disease and it's affects. They know the facts and figures about CF, and they care deeply.

Over a period of 20 years, the Connell bike-a-thon became the largest fundraiser for CF in eastern Washington, and one of the three largest Cystic Fibrosis bike-athons in all of the United States. When the Harts began their project, they were told by the CF Foundation that it would expect a community of Connell's size (about 2500), to have 30 riders and raise \$1,000.00. However, that first year saw 106 riders participate and \$8,800.00 was raised. Each year thereafter, the Bike-athon grew bigger and bigger, each year raising more money than the last. With Greg & Julie's enthusiasm, optimism, and hard work, the event was an overwhelming success with each passing year. In it's 20 year history, Connell's Bike-a-thon raised an overwhelming \$500,000 CF for research.

The Harts were proud of the fact that, unlike some charitable foundations, Cystic Fibrosis uses the money it receives from fundraisers like the Bike-a-thon for what it is meant for – 98% of all proceeds go towards research and the search for a cure. Julie proudly served as the eastern Washington representative on the State Board of Directors of the Cystic Fibrosis Foundation for a number of years.

The event's continued success over the years was due to the Hart family's commitment, although they humbly deny it. Instead, they praise the individual bikers who turn out, year after year, to participate and to all the generous sponsors. When it first began, the community supported the Bike-a-thon as a way to reach out to Emily and her family, as she battled the disease. Emily's inspiration compelled riders, volunteers, and friends to come back year after year.

Emily lost her own fight with the disease in February of 2001. For three years after Emily's passing, the Bike-a-thon continued as her tribute and memorial. Greg & Julie knew other children with CF, and knew what their families would go through. They felt that if they could help save even one child, all of their efforts would be well worth it.

After much heartfelt thought and discussion, the Hart's decided that the 20th annual Bike-a-thon in 2004 would be the last. It seemed it was time to move on. However, the legacy will always live on in the hearts of this community who joined with the Hart's in their passion to triumph over this disease.

Thanks to fundraiser Bike-a-thons like the one that Greg & Julie organized, many Cystic Fibrosis patients are now receiving advancement in treatments, which are prolonging life spans. Money collected by Bike-a-thon participants goes directly to the National Cystic Foundation. These funds are distributed to research centers, including the University of Washington. Several years ago the U of W became 1 of 14 CF research centers in the nation. Researchers have now discovered the defective gene responsible for the deadly disease. Also, new drugs and treatments have been created to improve and prolong affected children's lives. Research money has also gone towards getting more clinical trials underway, including 15 trials evaluating new therapies, and 6 trying to identify new drug treatments.

Fundraisers such as the one the Harts initiated have significantly impacted not only Emily and other children with Cystic Fibrosis in our area, but those throughout the state, as well. These efforts have helped bring innovative CF services to the state of Washington and to hundreds of patients. Since Emily was diagnosed in 1984, the life expectancy of CF victims has gone from the pre-teen to the late 20's. The gene causing the disease has been discovered—a huge step. Julie has shared that their fundraising efforts over the years have been well worth the effort. "Not just for Emily, but for the cause", Julie has said. "Even though a cure did not come in Emily's lifetime, it will hopefully be found soon, to save the lives of the many who are afflicted with this devastating childhood disease."

Franklin County Auditor

1016 North 4th Avenue Pasco, WA 99301 ZONA LENHART, Auditor 509-545-3840 • Fax: (509) 545-2142 www.co.franklin.wa.us

P.O. Box 1451 Pasco, WA 99301

January 31, 2005

Franklin County Commissioners:

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

Action: As of this date, January 31, 2005.

Move that the following warrants be approved for payment:

2004

FUND	WARRANT	AMOUNT
Expenditures		
Current Expense	43704-43717	\$17,175.80
Law Library	926-927	\$1,820.12
Jail Commissary	2023-2023	\$591.00
	TOTAL:	\$19,586.92
	<u>2005</u>	
Expenditures	42/00 42702	0.4.450.45
Current Expense	43699-43703	\$4,459.17
Courthouse Renovation	329-329	\$15,196.19
	TOTAL:	\$19,655.36
	GRAND TOTAL:	\$39,242.28

In the amount of \$39,242.28 The motion was seconded by, And passed by a vote of 2 to 0.

Frank H. Bark

FRANKLIN COUNTY RESOLUTION NO. 2065 067

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: CHANGE ORDER #4 TO THE AGREEMENT BETWEEN OWNER (BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON) AND CONTRACTOR (LYDIG CONSTRUCTION) FOR THE RESTORATION OF THE 1913 FRANKLIN COUNTY COURTHOUSE

WHEREAS, the Franklin County Board of Commissioners approved Franklin County Resolution Number 2004-320 on July 7, 2004 for the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction) for the restoration of the 1913 Franklin County Courthouse; and

WHEREAS, the Board approved Franklin County Resolution Number 2004-321 on July 7, 2004 for Change Order #1 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction); and

WHEREAS, the Board approved Resolution Number 2004-458 on October 11, 2004 for Change Order #2 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction); and

WHEREAS, the Board approved Resolution Number 2004-604 on December 20, 2004 for Change Order #3 to the Agreement between Owner (Board of Commissioners, Franklin County, Washington) and Contractor (Lydig Construction); and

WHEREAS, CKJT Architects provided change order #4 to the County Administrator to present to the Board of Commissioners for approval; and

WHEREAS, the addendum addresses nine items totaling \$65,418.62 to the Franklin County Courthouse Restoration contract as detailed in Change Order Number 4 for a total change order in the amount of \$65,418.62; and

WHEREAS, the amended contract sum totals \$9,001,613.16; 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 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;

FRANKLIN COUNTY RESOLUTION NO.

2005 06 Page 2

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Change Order Number 4 to the original Agreement between Franklin County and Lydig Construction.

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

APPROVED this 31st day of January 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

ABSENT

Neva J. Corkrum, Chair Pro Tem

Clerk to the Board

Robert E. Koch, Member

Originals: Auditor - CKJT - Lydig Construction

cc:

Minutes - County Administrator

\mathbf{AIA}° Document G701" – 2001

Change Order

OWNER		
ARCHITECT	· ·	
CONTRACTOR	-	
FIELD		
OTHER		

9,029,900.00

8,936,194.54

9,001,613.16

-93,705.46

65,418.62

PROJECT (Name and address):

Franklin County Courthouse Historic Restoration &

Improvements

1016 North Fourth Avenue, Pasco, Washington 99301

TO CONTRACTOR (Name and address):

Lydig Construction Inc.

11001 East Montgomery Dr., Spokane, Washington 99206

CHANGE ORDER NUMBER: 004

DATE: January 18, 2005

ARCHITECT'S PROJECT NUMBER: 0302 CONTRACT DATE: September 30, 2004 CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attached breakdown.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CKJT Architects	Lydig Construction Inc.	Franklin County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
128 Vista Way, Kennewick, Washington	11001 East Montgomery Dr., Spokane,	1016 N. Fourth Ave., Pasco,
99336	Washington 99206	Washington 99301
ADDRESS	ADDRESS OF	ADDRESS 110
Teran Bey	Say Marie	Frank At Mork
By (Signature)	BY (Signature)	BY (Signature)
Terrance D. Casey	Sean Glaesemann	Frank H. Brock, Chairman
(Typed name)	(Typed name)	(Typed name)
01.18.05	1/21/05	1/31/05
DATE	DATE	DATE

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User Notes:

Franklin County Courthouse Change Order No. 4

Item No 1			
Per CKJT Architect's directive i PCO-010 dated 10/26/04; prov	in R.F.I. – 004 dated 08/19/04 and Lydig Constructio	n's \$	4,154.00
Item No. 2			
Per CKJT Architect's letter date 11/11/04; provide tile underlayr	ed 10/04/04 and Lydig Construction's PCO-011 date ment and floor leveling/infill.	d <u>\$</u>	18,620.00
Item No. 3			
	dated 10/27/04 and Lydig Construction's PCO-012 onal demolition and modify existing/new structural.	\$	4,330.00
Item No. 4			· · · · · · · · · · · · · · · · · · ·
Per PBS letter dated 10/28/04 remove additional asbestos-co	and Lydig Construction's PCO-013 dated 12/10/04; ontaining debris in crawlspace.	\$	1,081.00
Item No. 5			·
Per CKJT Architect's letter date 12/10/04; deleted hardware and	ed 11/05/04 and Lydig Construction's PCO-014 dated a exit signage from project.	d (-) <u>\$</u>	3,802.00
Item No. 6			
Per Swenson Say Fagèt's lette 016, 017, 018 and 019; add str	er dated 10/28/04 and Lydig Construction's PCO-015 ructural upgrades to the project.	\$	9,513.00
Item No. 7			
CKJT Architect's directive in R. lines.	.F.I – 084 and Lydig Construction's PCO-020; add dr	rain <u>\$</u>	350.00
Item No. 8			
	dated 12/15/04 and Lydig Construction's PCO-021 depayers to EPDM walkway pads.	ated (-)\$	3,025.00
Item No. 9			
Per CKJT Architect's request for 01/12/05; add window restoration	or proposal and Lydig Construction's PCO-027 dated ion/replacement to project.	d <u>\$</u>	29,184.00
Subtotal Tax	= =	\$ \$	60,405.00 5,013.62
Total Change	<u>=</u>	\$	65,418.6

EXHIBIT 5

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Na	me:	Fred H. Bowen		
Da	tes:	February 7 - 11, 2005		
Des	stination:	Olympia, WA		
Pu	rpose:	17th Annual Heritage Conference and WSAC	Leg	Rally
Acc	count/Budget #	001-000-680, 511.00.43.0002		
		ESTIMATED EXPENSE		
	leage <u>527.</u> 5	. 15 Miles @ XXXX Per Mile \$ 79.13		
		<u>\$ 161.00</u>	,	
		\$ <u>397.24</u>		
		······································		
1	OTAL	<u>\$ 637.37</u>		
	-			
Red	commended:	rank \$1 (Such 1-31-05		
	(Elec	ted Official/Dept. Head) (Date)		
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
E. Ti	ne person who	has received advance travel monies <u>must</u> re		
aı	ny unexpended	monies, a "Claim for Expenses Form" signed	and	
a.	Li necessary	original receipts to the Treasurer's of	fice	
<u>w:</u>	<u>lthin 10 days</u> Ten days is t	of the end of the official business conduc	ted.	
S	ettlement of	he maximum allowed time. It is preferred the travel claim occur upon return to work	that	
		The second of the second secon	• )	
			· _ <u>·</u>	
		ADVANCED TRAVEL		<del></del>
	C	TO BE FILLED OUT BY TREASURER'S OFFICE)		
	Original	Additional Returned Actual		
	Advance	Funds Funds Expenses		
Check No.				
Date				
Amount		<b>\$</b>		
Received b	oy:		·	

# EXHIBIT 6 STATE OF WASHINGTON COUNTY ROAD ADMINISTRATION BOARD

COUNTY ROAD ADMINISTRATION BOARD

CERTIFICATION OF THE 2005 ROAD LEVY, AND ESTIMATED REVENUE PRODUCED (year) (WAC 136-150-021)

Submitting County: FRANKLIN Total County Valuation: \$ 2,951,940,3

Submitting County:	FI	RANKLIN		Total	County Valuation:		2,951,940,385.00
Marine va Grant 71	(\$/Thous	sand)		Ro	ad District Valuation	•	enue Produced From County Road Property
Maximum Permissible Road Levy:	\$	2	25000	\$	1,054,030,123.00	\$	2,371,567.78
Nodu Levy.	<u> </u>	<u> </u>	(1)	<u> </u>	(2)	<u> </u>	$[(1\times2)/1,000]=3$
ounty Road Property Tax Si	ifted to C	urrent Exp	ense in i	Accord	lance with RCW 84.5	52.043:	
							Revenue Lost From
	(\$/Thou	sand)		Roa	ad District Valuation	Count	ty Road Property Tax
Levy Shift:	\$	0.	28850	\$	1,054,030,123.00	<b>\$</b>	304,087.69
			(4)		(2)		[(4x2)/1,000]= <b>5</b>
Total Road Levy:					<u>.</u>		
	(\$/Thou	sand)		Ro	ad District Valuation	Tota	al Revenue Produced
		1	96150	\$	1,054,030,123.00	\$	2,067,480.09
Levy Fixed in Accordance	\$	1.					5/0 0) // 0001 0
RCW 36.40.090:		(1	-4= <b>6</b> )	Purpos	(2) ses In Accordance \	Vith RCV	
RCW 36.40.090:	evenues B Fun	(1	-4=6) for Other	-			[(6x2)/1,000]= 8 W 36.33.220: nue Produced & Budgeted:
RCW 36.40.090: ounty Road Property Tax Re	evenues B Fun	(1 udgeted F	-4=6) for Other :	-	ses In Accordance \ \$/Thousand		W 36.33.220: nue Produced
RCW 36.40.090:  ounty Road Property Tax Re  Service to be Provided:	evenues B Fun	(1 udgeted F	-4=6) for Other :	(H	ses In Accordance \ \$/Thousand		W 36.33.220: nue Produced
RCW 36.40.090:  ounty Road Property Tax Re  Service to be Provided:	evenues B Fun	(1 udgeted F	-4=6) for Other :	()t	ses In Accordance \ \$/Thousand f Diverted Levy) \$		W 36.33.220: nue Produced
RCW 36.40.090:  ounty Road Property Tax Re  Service to be Provided:	evenues B Fun	udgeted F	-4=6) for Other :	(#	ses In Accordance \ \$/Thousand f Diverted Levy) \$ -		W 36.33.220: nue Produced & Budgeted: - -
RCW 36.40.090:  ounty Road Property Tax Re Service to be Provided:	evenues B Fun	udgeted F	-4=6)  for Other : D.P. 3	(#	ses In Accordance \ \$/Thousand f Diverted Levy) \$ -		W 36.33.220: nue Produced
RCW 36.40.090:  Sounty Road Property Tax Research Service to be Provided:  Traffic Law Enforcement  D.L.= Diverted Levy  T.O. = Transfer Out	evenues Ba	udgeted Formation of the T.O. 2	or Other  D.P. 3  Diverted"	(#	ses In Accordance \ \$/Thousand f Diverted Levy) \$ \$		W 36.33.220: nue Produced & Budgeted: - -

**Note:** WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".

Certification Submitted By:

Print Name and Title:

On Behalf of the Legislative Authority

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## STATE OF WASHINGTON COUNTY ROAD ADMINISTRATION BOARD

## RURAL ARTERIAL PROGRAM CERTIFICATION OF ROAD FUND EXPENDITURES FOR TO

	County: Franklin	Budget Year: 2004
Total Road	i Levy	
Lev Rev	uation: y Rate (\$/Thousand): enua Produced (Computed); ual Revenue Produced:	\$ 1,006,332,710 \$ 1,999.282 \$ 2,013,090
<u>Budgeted</u>	for Traffic Law Enforcement:	
Rev	geted Levy Rate (\$/Thousand): enue Produced (Computed): ial Revenue Produced;	\$ \$
	And / Or	
Bud; Actu	geted Transfer Amount; al Amount Transferred From Road Fund;	\$ \$
	And / Or	
Budg Actu	geted Payment Amount al Amount Pald From Road Fund for Servic	\$
by Arlicle II	, Section 40 of the Washington State Co	nat during the preceding twelve months have spent all rposes, including traffic law enforcement, as are allowed postitution, are eligible to receive funds from the Rural
by Article II Arterial Trus	. Section 40 of the Washington State Cost Account.	rposes, including traffic law enforcement, as are allowed enstitution, are eligible to receive funds from the Rural ent for traffic law enforcement during calendar year 2004
by Article II Arterlal Trus We, the und was \$ Cou	. Section 40 of the Washington State Cost Account.	onstitution, are eligible to receive funds from the Rural
by Article II Arterlal Trus We, the und was \$ Cou	Jay Weber, Director County Road Administration Board	poses, including traffic law enforcement, as are allowed postitution, are eligible to receive funds from the Rural ent for traffic law enforcement during calendar year 2004    1/21/05
by Article III Arterial Trus We, the und was \$ Cou	Jay Weber, Director	poses, including traffic law enforcement, as are allowed onstitution, are eligible to receive funds from the Rural ent for traffic law enforcement during calendar year 2004

Fax #

## Franklin County Auditor

1016 North 4th Avenue Pasco, WA 99301

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

P.O. Box 1451 Pasco, WA 99301

January 31, 2005

Franklin County Commissioners:

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

Action: As of this date, January 31, 2005.

Move that the following warrants be approved for payment:

<u>2004</u>

FUND WARRANT AMOUNT

Expenditures

Current Expense 43718-43718 \$1,094.81

TOTAL: \$1,094.81

**2005** 

**Expenditures** 

**Current Expense** 43719-43719 \$75.00

TOTAL: \$75.00

GRAND TOTAL: \$1,169.81

In the amount of \$1,169.81 The motion was seconded by, And passed by a vote of to .

Trank A Bush