

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 16, 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 to do county work near San Francisco, finalizing glass designs for the Franklin County Courthouse windows.

PLANNING AND DEVELOPMENT DEPARTMENT

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

Public Meeting: Conditional Use Permit CUP 2005-01. Application to construct a 2400 square foot accessory building (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed in the RFA-40 Zoning District. The property is approximately 2.0 acres in size. Applicant: Dennis Devere.

Public Hearing convened at 9:30 a.m. Present: Commissioners Brock and Koch; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 1).

Mr. MacPherson showed pictures of the area using a 2002 aerial photo with parcel overlay.

Mr. Wendt reviewed the conditions of approval on the Action Summary.

Mr. MacPherson said it is a Quonset-hut type building.

Motion – Mr. Koch: I so move to approve the Conditional Use Permit Application CUP 2005-01 subject to the six findings of fact and seven conditions. This is Resolution 2005-081. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 2)

Public Meeting: Conditional Use Permit CUP 2005-02. Application is a Conditional Use Permit to construct a 2520 square foot accessory building (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed in the R-S-20 Zoning District. The property is approximately 1.14 acres in size. Applicant: Duane Welch.

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Public Meeting convened at 9:37 a.m. Present: Commissioners Brock and Koch; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 3).

Mr. MacPherson showed an aerial view of the site. He said the Planning Department recommended to the applicant to lessen the applicant's original proposal for size of shop and to have roofing and siding be residential in nature. The applicant was open to the proposal. Some people in the Planning Commission audience were concerned about the industrial nature of the original proposal but were happy with the changes.

Mr. Wendt reviewed the conditions of approval in the Action Summary.

Mr. Koch asked if there are concerns with having construction equipment around that lot. Mr. MacPherson said it hasn't been a problem so far. He said Mr. Welch has verified that his hobby is restoring antique cars. He also has a large mobile home/RV. Mr. Welch does flatwork on concrete so he doesn't have a lot of equipment. Mr. MacPherson said if it does become a problem, we can enforce it through our code enforcement officer.

Mr. Brock asked what made you determine 2400 feet over 2520 square feet? Mr. MacPherson said we looked at the history of CUPs that were granted for accessory buildings. The maximum number we saw was usually 2400. We just picked the size out of a hat. Mr. Brock said he thinks we might have to look at some method that we can tie to size of accessory buildings. Mr. MacPherson said we've talked about that in the past, such as if you have a half acre, the maximum should be this; if you have an acre, the maximum should be this. Mr. MacPherson said people can apply for conditional use permits. It is open for a lot of speculation as far as who gets it, who doesn't, how the neighbors feel about it, who's upset by it. If we had a formulary that was broken down by size and limits it, it wouldn't be open for interpretation. He said after we finish the comp plan update, we will have to revisit the development regulations and it could be

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addressed at that time. Mr. Wendt said we have tried to be consistent with what others have had approved. Mr. MacPherson said it is strictly in the urban area that conditional use permits for accessory buildings are required, in the areas in which we have to plan jointly with the City of Pasco.

Motion – Mr. Koch: I move to grant approval to Conditional Use Permit application 2005-02 subject to the six findings of fact and 10 conditions. This is Resolution 2005-082. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 4)

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Coroner

Coroner Dan Blasdel met with the Board. He asked the Board if he could put some money in the Coroner budget for overtime and extra help. The county will receive about \$1500 back from the state as autopsy reimbursement, which usually goes into the general Current Expense fund. Mr. Blasdel would like to use that money in his budget in the overtime and extra help line items. Mr. Blasdel was gone for training and the deputy coroner was sick so a fireman covered for him at a cost of about \$125. Mr. Brock said the budgets are bottom line budgets this year, not line item budgets. He asked Mr. Blasdel to transfer within his own budget at this time.

Mr. Blasdel said his department is so small so it is difficult to cover the work. If he is out of town or not available when he should be on call and if Deputy Coroner Mavis Williams is sick, it makes it very difficult for the work to be done.

Mr. Brock asked Mr. Blasdel to shift some money in his budget.

Consent Agenda

Motion - Mr. Koch: I so move we accept the consent agenda as presented for February 16, 2005:

1. Approval of *Out-of-State Travel Request* for Sheriff Richard Lathim to attend the Oregon-Washington Sheriff's Conference March 14-16, 2005 in Hood River, Oregon for an estimated expense of \$200.00. (Exhibit)
2. Approval of **Resolution 2005-083** for the Personal Services Agreement between Franklin County and Melendy Entertainment Services for "BigTop The Clown"

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entertainer to perform one twenty-minute show and walk-around entertainment for six hours each day, July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$360 payable upon completion of the work. (Exhibit 6)

3. Approval of **Resolution 2005-084** for the Personal Services Agreement for Steve Hamilton, a.k.a. "Steve the Pretty Good." to provide three days of walk-around entertainment and a forty-five minute show each night, July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$1,200 payable upon completion of the last performance, plus one hotel room July 2-4, 2005. (Exhibit 7)

Second by Mr. Brock.

Vouchers/Warrants

Motion – Mr. Koch: I make a motion to accept the vouchers in expenditures for 2005 in the total of \$774,074.68: Current Expense warrant 43832 at \$10,000.00; Auditor O&M warrants 319 and 320 at \$170.00; Courthouse Renovation warrant 331 at \$685,994.38; Franklin County Public Facilities Construction warrant 701 at \$76,785.30; and Grand 'Ole Fourth warrant 1 at \$1125.00. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

Good Roads and Transportation Association

Motion – Mr. Koch: I move approval to pay the dues for 2005 membership in Good Roads and Transportation Association in the amount of \$125. Resolution 2005-85 was assigned. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 9)

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Approval of Line Items in Grand 'Ole Fourth Budget #425-000-001

The Auditor's Office has requested that the Board establish line items for the Grand 'Ole Fourth Budget. The Pasco City Council has approved paying half of the cost.

Motion – Mr. Koch: I make a motion we accept the 2005 expenditure line items as presented for the Grand 'Ole Fourth Celebration budget. This is Resolution 2005-086.

Second by Mr. Brock. 2:0 vote in favor. (Exhibit 10)

TRAC Emergency Batteries

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TRAC Assistant Manager Rich Turner asked Mr. Bowen for approval to purchase replacement batteries for TRAC emergency exit signs. Mr. Bowen told Mr. Turner to replace the batteries and pay for them from a maintenance line item. The Board agreed.

Courthouse Restoration Electrical Inspection

There is an electrical room in the basement of the courthouse. The state electrical inspector says it does not meet minimum clearances because it only has a single entrance. The change will cost about \$3000.

Planning Director Jerrod MacPherson joined the meeting.

Mr. Bowen said the architect stated everything is within code and then some so there shouldn't be a problem. Mr. Bowen asked Planner Jerrod MacPherson and others in the Planning Department to look at it. They also called the Department of Labor and Industries (L&I) for more information.

Mr. MacPherson reported on his conversation with L&I. He said it is strictly an interpretation of the word "unobstructed." The guideline says you have to have two exits unless you meet another exemption for the exit by having a larger room. If you're working on the panel, you have to be able to back directly out. The head electrical inspector told Mr. MacPherson he looked at it himself.

Mr. Brock said he would say there's no argument, we better make the change.

Dennis Huston of Public Works joined the audience.

Mr. Bowen told the Board the current rough figures on Courthouse restoration for change orders.

PUBLIC WORKS

Public Works Accountant Dennis Huston met with the Board.

Vouchers

Motion – Mr. Koch: I make a motion to pay vouchers for Public Works: County Road Fund of \$83,965.02; Motor Vehicle and Public Works Equipment Fund of \$115,328.83; Solid Waste Fund of \$1928.28; and Probation Work Crew of \$1106.46. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 11)

Recessed at 10:25 a.m.

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Reconvened at 10:29 a.m.

COUNTY ADMINISTRATOR (continuing)

Sheriff's Vehicles

There is a piece of equipment called an AT5 GSP Fleet Vehicle Tracking System that can be plugged into any vehicle. It will give a history of where the vehicle has gone and other information. It would give a complete history of care and maintenance of that vehicle. Each unit costs \$389.99. Mr. Bowen asked if the Board would like to consider using these units on sheriff's vehicles. Mr. Brock asked if this can be manipulated or disconnected. Mr. Bowen does not know.

Mr. Koch said there are quantity discounts for 10 or more units but what will Public Works charge to put the units in the cars? Mr. Koch would like to know more about it before committing to buy them. He would like to have Public Works Shop Manager Darrel Farnsworth come in to explain more.

The County Administrator's Association has a link through WSAC to see if there are any policies in place on sheriff's vehicles that we may be able to review for Franklin County use.

There are routine maintenance costs in the equipment rental and repair line item. Mr. Bowen said when there are costs that Mr. Farnsworth feels need to be billed outside of that routine line item, before he puts any money into that vehicle, he needs to report back and request approval from the Board. One vehicle lost an engine which would cost about \$6000. It was repaired without prior approval.

Mr. Brock said the Public Works shop sets the hours, we pay it, and he thinks we need to talk about that.

Mr. Bowen said county shop rates are \$55 per hour. They charge the shop rates based on the state rates.

Mr. Brock said we needed to have the work centralized so that's why it was done by the Public Works Department rather than by outside businesses.

Mr. Koch said the bill for the engine should go straight to the Sheriff's Office, not to the Commissioners Office.

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PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Hours of offices

Mr. Verhulp answered the Board's questions regarding a memo he sent to County Clerk Mike Killian about who sets the hours that county offices will be open. He said it is based partially on an RCW and partially on an Attorney General opinion.

Mr. Brock said we got an opinion yesterday that the Commissioners set the courthouse hours.

Mr. Verhulp said the statute says the commissioners have a right to set all office hours for the county. It sounds like a very broad authority. What it amounts to, though, is that when issues have come up in other counties over the years it has been looked into and there are other RCWs that set specific court hours for the courts, judges, and such as that. It says that basically these such-and-such hours will be set for the courts and officers of the court. That is a separate thing in addition to your authority. The state has granted the Superior Court the authority to set their hours. Mr. Brock said even though the County Clerk is over Superior Court, they do other duties.

Mr. Verhulp said an added distinction refers to the Court and officers of the court and the Superior Court Clerk is an officer of the court, meaning they have the same hours as those set by the court. Mr. Brock said they do business other than the court. Mr. Verhulp said that is a valid point. Mr. Brock said Child Support is another issue. It's not an office of the court. Child Support is separate from that. The fact is that the clerk does other work other than work for the court. Maybe the courtroom is shut down but how can they shut down their other work.

Mr. Verhulp said it is a valid point and I think you have a valid point. I just have to base the opinion I wrote on what is out there based on attorney general opinion, case law and statute. He said the attorney general opinions are prepared after they have looked into this same situation where a board has set hours by resolution for county offices. When looking into that, they have had to make a specific opinion regarding the clerk's office that the clerk is an officer of the court and because of that their hours are

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controlled by a different statutory authority. He said they are a bi-functional office but neither the statute nor the opinions have that distinction. They decided based on the fact that the clerk is an officer of the court and those hours are specified for the court and the clerk, not based upon whether they're doing court business or county business or other things such as that.

Mr. Brock asked what about the Prosecuting Attorney's division of Child Support? Mr. Verhulp said he recognizes it's a sensitive issue for everyone involved. "I just give the opinion. That is the legal opinion based upon all I collect and read. I haven't found anything in terms of opinion or statute that specifically addressed the Child Support division. If it's just the whole prosecuting attorney's office, I would say they would be found as an officer of the court." He doesn't know as far as a division of the Prosecuting Attorney's Office such as Child Support. He is trying to remain neutral.

Mr. Brock said we're looking at over 30% less in public access hours for the Clerk's Office and Prosecutor's Office. We haven't cut that much out of the department's budget. Last year they were available 100% of the time. Nothing has really changed.

Recessed at 10:52 a.m.

Reconvened at 10:59 a.m.

Human Resources Director Tiffany Coffland joined the meeting.

Executive Session at 10:59 a.m. regarding personnel expected to last 10 minutes.

Open Session at 11:10 a.m.

Recessed at 11:11 a.m.

Reconvened at 11:17 a.m.

DISTRICT COURT

District Court Judge Jerry Roach and Clerk Terrie Yonts met with the Board.

Office Hours

Mr. Brock said we sent out a memo some time ago that said the courthouse would be closed during the noon hour. I'm finding out that when you make a mistake like that, it's hard to recover from it. We realized that it made a problem for a lot of people

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coming in at the noon hour. So we rescinded that and said we would be open from 9:00 to 4:00.

Judge Roach said we intend to be open from 8:30 to 4:30. One of the main concerns he has is that people come in all hours for anti-harassment orders. Another issue is the people that find themselves coming to our court come in whenever they can and often it's before 8:00 or after 4:00. If we're not there, then they ignore us and I issue a warrant, which then causes all kinds of issues including staff time. The efficiencies for us are to be open from 8:30 to 4:30. Friday we have a staggered schedule because we have had employees for years that work flex time so we do close from 12:00 to 1:00 and we will continue to do that. Ms. Yonts said three staff were out on leaves in our office for awhile.

Judge Roach said we field a lot of requests from people trying to see the city's Municipal Court Clerk. That office closes at 12:30 two days a week.

Mr. Brock said our goal is to get uniformity in all the courthouse offices so we are all opening and closing at the same time for whatever reason. It has been our intent to be open from 9:00 to 4:00 without a noon hour closure.

Judge Roach said on Monday mornings we have jury trials that start at 9:00. The jurors show up at 8:30. On Wednesdays we have a criminal docket and we ask people to be there at 8:00 so we can start at 9:00. At 8:30, people can talk to the clerk about getting their case on the docket. Then the file has to be pulled so it can go to the bench at 9:00. If people are still in the courtroom at 4:00, we have to stay open until 4:30 so people can come out and pay us.

Mr. Brock explained why the Board set the hours. Judge Roach and Ms. Yonts said we have not had a problem with overtime. Ms. Yonts said we cut off at 3:30 or 4:00 of the state system but continue working until 5:00 or whatever time.

Mr. Brock does not see a problem with opening ahead of time. Mr. Koch said he can see a problem not opening.

Judge Roach asked what the hours for uniformity would be. Mr. Brock said 9:00 to 4:00 with being open at the noon hour. Judge Roach said we would continue to go

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8:30 to 4:30 because it makes sense to us. We're really there until 5:00. Mr. Brock said the building is open at 8:30. The courthouse locks at 5:00.

Mr. Bowen asked if District Court is allowing people to work overtime and take Friday off. Ms. Yonts said no. They work 37-1/2 hours in four days every other week. Every other Friday, half of the staff get the day off while the other half work 8:30 to 5:00. They are not working overtime. They can't work overtime unless they have written permission. Ms. Yonts said we have a full staff now. We are short-staffed on Friday and it's a very calm day. There is a drop box, too, for people to use.

Ms. Yonts said we will be open at noon starting tomorrow.

Two jury trials had to be bumped because the courtrooms were busy with Superior Court trials. Mr. Bowen will be talking to the District Court staff about future courtroom space.

Judge Roach talked with other judges. He gave the Board a copy of a rule that he received from another District Court judge.

Recessed at 11:35 a.m.

Reconvened at 11:36 a.m.

COUNTY ADMINISTRATOR (continuing)

Information Services Director Kevin Scott and Human Resources Director Tiffany Coffland joined the meeting.

Executive Session at 11:36 a.m. regarding personnel expected to last 15 minutes.

Open Session at 11:37 a.m.

Ms. Coffland left the meeting.

Mr. Bowen said the Board wanted to talk to Mr. Scott about how the Information Services Department manages equipment, orders, and placement of equipment.

Mr. Brock said his concern is he wants all computer orders to come through the IS Department and ordered on a prioritized basis with your department making the decision whether, for instance, the Auditor or Treasurer needs it worse. It may not be on a need basis but maybe on the quality of equipment. Mr. Bowen said he thought what would happen normally is inside a particular department, IS would say "that computer is

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needed more in this spot than that spot." He gave an example of the Commissioners office when he needed a new computer but another staff member needed the new one also so the staff member got the computer and Mr. Bowen received an older one. Mr. Scott said Mr. Bowen makes that decision for his department, not Mr. Scott.

Mr. Scott said if a department comes to me and they want a new computer that comes with a bigger, fancier monitor, for example, they get that monitor. IS doesn't say "we want that monitor, let's give them our old one." He said I'm not going to have sweetheart deals between my staff and other departments. In most cases technically probably my office should have the best but for appearance's sake, I don't want that to happen. For that reason, our computers are not better or faster than others in the county, particularly mine, because of appearance's sake.

Mr. Bowen asked say the Commissioners office needed a computer but you knew the Assessor's office had a computer that would meet the needs and the Assessor's office needs the new computer, what would you do? Mr. Scott said yes, he would point that out, but for appearance's sake, he does not dictate.

The Board said they feel the recommendation should come from Mr. Scott and you should come to the Board with someone who is requesting computer equipment.

Mr. Koch asked do department heads work with you to get numbers and suggestions of what computer to use? Mr. Scott said yes.

Mr. Scott said we've never had a situation where I have had to make a decision over who needs a piece of equipment more. We have negotiated and talked things out ahead of time.

Mr. Scott wants it understood that I don't allow sweetheart deals in the office.

Mr. Brock said it sounds like you're doing what we had asked, that you're prioritizing on a need basis. I don't think we can ask any more.

Mr. Scott said statistics show for every one new computer you buy, you move three other computers.

Executive Session at 11:47 a.m. regarding potential litigation expected to last 10 minutes followed by **executive session** regarding personnel expected to last 15 minutes.

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Open Session at 12:01 p.m.

Asset Management Company

Motion – Mr. Koch: I make a motion that we contact Asset Management Company with letter of intent to contract with them to look at our computer software in Franklin County.

Second by Mr. Brock. 2:0 vote in favor. (Exhibit 12)

OTHER BUSINESS

Office Hours

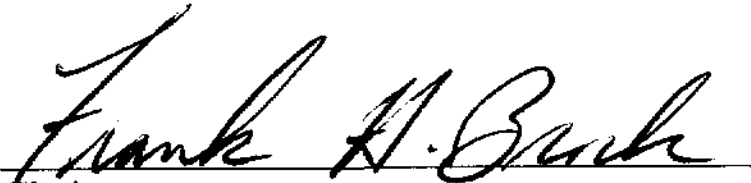
Mr. Brock asked staff to find out hours various departments in other counties are open to the public.

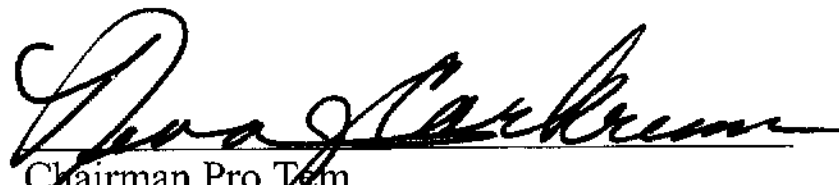
Adjourned at 12:09 p.m.

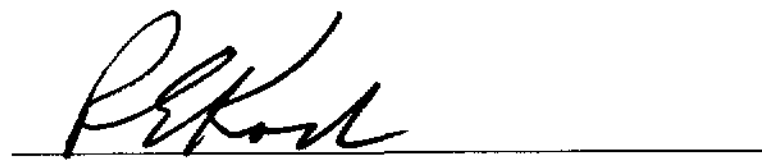
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until February 23, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed March 16, 2005.

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Dennis Devere	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda
Meeting Date: February 16, 2005		Public Hearing
Subject: CUP 2005-01, a conditional use permit application for a 2,400 sq ft accessory building in the RFA-40 Zoning District.		1st Discussion
		2nd Discussion
Prepared By: Greg Wendt		Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson		

BACKGROUND INFORMATION

A Conditional Use Permit application to construct a 2,400 square foot accessory building (detached garage/storage building). This building has been constructed and was completed without obtaining the necessary County building permit review.

A Conditional Use Permit is required in order to exceed the maximum size allowed in the RFA-40 Zoning District. The property is approximately 2.0 acres in size and is adjacent to land currently in agricultural production.

The property is located in West Pasco, east of Road 60, north of Overton, along the east side of Curlew Road (116-210-021).

SUMMARY

The Planning Commission held a public hearing on February 1, 2005 and recommended **APPROVAL** (unanimous vote) with the following **six (6) findings of fact and seven (7) conditions**.

Findings of Fact:

1. The proposal **is in** accordance with the goals, policies, objectives, maps and or narrative text of the comprehensive plan;
2. The proposal **will not** adversely affect public infrastructure.
3. The proposal **will be** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The location and height of proposed structures and the site design **will not** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
5. The operation in connection with the proposal **will not** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.

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6. The proposal **will not** endanger the public health, safety, or general welfare if located where proposed.

Conditions of Approval:

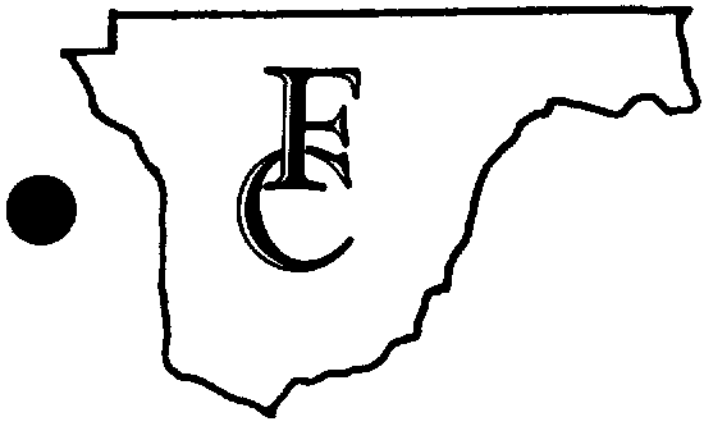
1. Prior to issuance of a building permit for this 2,400 square ft accessory building, the applicant shall comply with the following:
 - a. Applicant must meet the requirements of the Benton-Franklin Health Department;
 - b. The applicant shall meet the requirements of the Franklin County Building Department including a double permit charge for the illegal structure;
 - c. Since the building was constructed without County permit approval the Franklin County Planning and Building Department is hereby authorized to invoke its administrative powers and issue Mr. Dennis Devere a citation in accordance with the Franklin County Development Regulations (Zoning) Ordinance # 1-2003 – Chapter 2, Section 2.6.0 Violations and Penalties (which was in effect at the time of violation occurrence). This fine shall be in the amount of \$300.00 per day that the violation existed. After consultation with the County Building Division Official it was determined that an average building of this size and construction type would take 10 days to build. **The official fine for this activity shall be in the amount of \$3000.00. (Based upon 10 violation days and \$300.00 per day fine).**
 - d. The fine is payable to the Franklin County Planning and Building Department. If this fine is not paid within six (6) months from the date of County Commissioner approval, a lien against the property will be filed in the form of a restrictive covenant, and the CUP will become null and void.
2. No storage of hazardous or flammable materials without first being enclosed in proper containment storage containers that are of fire resistant construction.
3. An adequate access road of 12' in width shall be provided to the new building for access by fire apparatus.
4. Applicant shall meet and comply with the Benton Franklin Health Department. The Department has no objections provided the structure does not encumber the existing or replacement sewage disposal system, the structure is for personal use only with no living quarters or showers.
5. The applicant shall commence the special use authorized within six (6) months after the effective date of the special permit, or the special permit shall expire.
6. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.

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7. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

MOTION

Grant approval to Conditional Use Permit Application CUP-2005-01, subject to the six (6) findings of fact and seven (7) conditions.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 081

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

RE: A Conditional Use Permit (CUP 2005-01) to construct a 2,400 square foot accessory building (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed in the RFA-40 Zoning District. The property is approximately 2.0 acres in size.

WHEREAS, on February 16, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2005-01 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Dennis Devere, and

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


1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on February 1, 2005, did recommend **APPROVAL** of said application;
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

WHEREAS, the public use and interest will be served by **APPROVING** the above-mentioned application and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2005-01**.

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

SIGNED AND DATED THIS 16th DAY OF FEBRUARY 2005.

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


Chairman

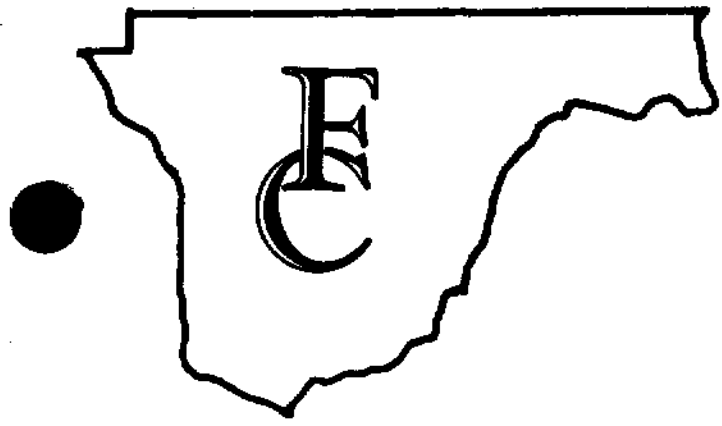
ABSENT

Chair Pro Tem


Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

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CONDITIONAL USE PERMIT NO. 2005-01**

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Resolution Number _____

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on **February 16, 2005**.

APPLICANT:

Dennis Devere, 804 S Morain, Kennewick, WA 99336.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

Lot 1, Short Plat 2003-12.

NON-LEGAL DESCRIPTION: The property is located in West Pasco, east of Road 60, north of Overton, along the east side of Curlew Road (116-210-021).

CONDITIONAL USE:

A Conditional Use Permit application to construct a 2,400 square foot accessory building (detached garage/storage building). This building has been constructed and was completed without obtaining the necessary County building permit review.

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

Findings of Fact:

1. The construction and operation of an accessory building **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan;
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL** be constructed, maintained, and operated to be in harmony with the existing or intended character of the general vicinity;

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-01**

Page 3

Resolution Number 2005 081

4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof;
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district;
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed;

Conditions of Approval:

1. Prior to issuance of a building permit for this 2,400 square ft accessory building, the applicant shall comply with the following:
 - a. Applicant must meet the requirements of the Benton-Franklin Health Department;
 - b. The applicant shall meet the requirements of the Franklin County Building Department including a double permit charge for the illegal structure;
 - c. Since the building was constructed without County permit approval the Franklin County Planning and Building Department is hereby authorized to invoke its administrative powers and issue Mr. Dennis Devere a citation in accordance with the Franklin County Development Regulations (Zoning) Ordinance # 1-2003 – Chapter 2, Section 2.6.0 Violations and Penalties (which was in effect at the time of violation occurrence). This fine shall be in the amount of \$300.00 per day that the violation existed. After consultation with the County Building Division Official it was determined that an average building of this size and construction type would take 10 days to build. **The official fine for this activity shall be in the amount of \$3000.00. (Based upon 10 violation days and \$300.00 per day fine).**
 - d. The fine is payable to the Franklin County Planning and Building Department. If this fine is not paid within six (6) months from the date of County Commissioner approval, a lien against the property will be filed in the form of a restrictive covenant, and the CUP will become null and void.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-01**

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2. No storage of hazardous or flammable materials without first being enclosed in proper containment storage containers that are of fire resistant construction.
3. An adequate access road of 12' in width shall be provided to the new building for access by fire apparatus.
4. Applicant shall meet and comply with the Benton Franklin Health Department. The Department has no objections provided the structure does not encumber the existing or replacement sewage disposal system, the structure is for personal use only with no living quarters or showers.
5. The applicant shall commence the special use authorized within six (6) months after the effective date of the special permit, or the special permit shall expire.
6. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
7. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

NOTE: Failure to fulfill the above stated conditions will result in cancellation of the Conditional Use Permit:

NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY. THIS PERMIT APPLIES TO THE ABOVE DESCRIBED LAND AND SHALL BE FOR THE ABOVE NAMED INDIVIDUAL AND/OR CORPORATION, HIS HEIRS AND/OR ASSIGNS. IT CANNOT BE TRANSFERRED TO ANOTHER SITE.

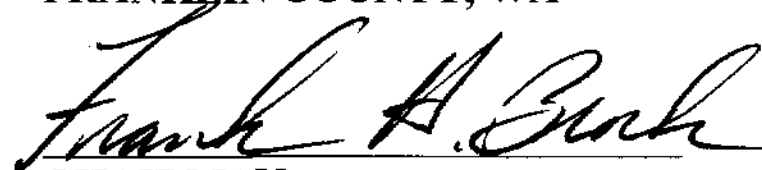
**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-01**

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Resolution Number 2005 081

This Conditional Use Permit issued this 16th day of February 2005.

**BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WA**


CHAIRMAN

ATTEST:


CLERK OF THE BOARD

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

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Duane Welch	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: February 16, 2005	Execute Contract	Public Hearing
Subject: CUP 2005-02, a conditional use permit application to construct a 2,520 sf accessory building in the R-S-20 Zoning District.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

This is a Conditional Use Permit application to construct a **2,520 square foot accessory building** (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed (1,680 sf for one accessory building) in the R-S-20 Zoning District.

The property is located in West Pasco, north of Argent Road, west of Road 96, along the south side of Maple Drive (118-102-184). Lot 5 of Basswood Estates.

SUMMARY

The Planning Commission held a public hearing on February 1, 2005 and recommended **APPROVAL** (unanimous vote) with the following *six (6) findings of fact and ten (10) conditions*.

Findings of Fact:

1. The construction and operation of an accessory building **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL BE** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
 - a. The intended character of the area is residential with the construction of single family homes and compatible residential accessory buildings;
 - b. Large metal/steel sided industrial style buildings are not consistent with the intended residential character of the area;
 - c. Accessory buildings that are proposed to be larger than what is allowed in the zone shall be constructed to match the home as closely as possible in color, siding, and construction. This will assist in ensuring the accessory building is constructed to be in harmony with the intended character of the one-acre residentially zoned area.

- i. The applicant has proposed a 2520 sf accessory building. A 2,400 sf accessory building with mitigation measures, rather than 2,520 sf, is consistent with similar CUP approvals granted by the Planning Commission on 1 acre lots in the Urban Area.
 - ii. The garage (accessory building) is proposed to be smaller in size than the existing home (footprint).
 - iii. Staff is recommending that the accessory building contain siding and roofing materials that are similar in nature to the permitted use (single family residence).
4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
 - a. An accessory building that exceeds the size allowed in the zoning district (in this case, greater than 1680 s.f.) may still be constructed in a manner to not discourage the development of other permitted uses in the zone. Limiting the height of the building to the greatest extent possible (**18 ft avg roof height**) and constructing the accessory building to match the home as closely as possible in color, siding, and construction. These mitigation measures will ensure the proposal will not discourage the development of permitted uses in the area.
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.

Conditions of Approval:

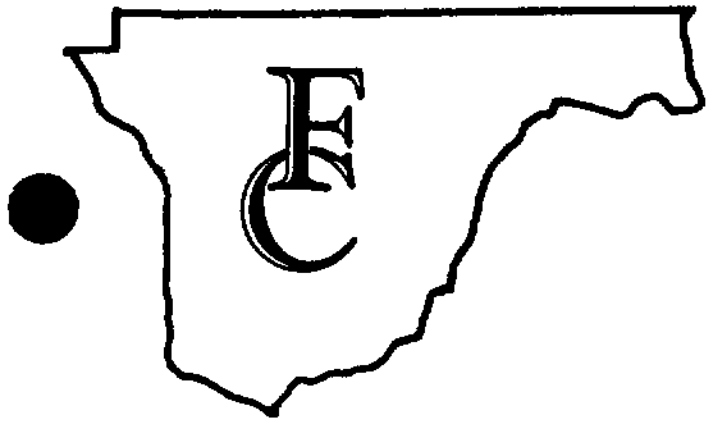
1. Approval grants the applicant the ability to construct a 2,400 square foot accessory building (detached garage/storage building). The property is approximately 1.13 acres in size and is located in the R-S-20 Zoning District. The applicants' proposed home is greater than 4,000 square feet in size (footprint).
2. The use of the building is for typical residential uses and is not for commercial use.
3. The height of the building shall not exceed an 18 foot avg. roof height.
4. The accessory building shall not be a metal or steel sided/roofed industrial building.
5. The building shall be residential in nature and be compatible to the home. The building shall contain no metal/steel siding (sheeting) or roofing materials, and shall contain colors that are similar in nature and match the permitted use (single-family residence).
6. Applicant must meet the requirements of the Benton-Franklin Health Department. This office has not received an application for a sewage disposal system on this lot and cannot guarantee that the placement of this shop will not inhibit the placement of a sewage disposal system at a later date.

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CUP 2005-02

7. Prior to construction, the applicant shall meet the requirements of the Franklin County Building Department. This includes providing an adequate access road of 12' (min) width to the new building for access by fire apparatus.
8. The applicant shall apply for a building permit for the new structure within six (6) months after the effective date of the special permit, or the special permit shall expire.
9. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
10. This permit applies to the described lands and shall be for the above named individual and/or his heirs and/or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

MOTION

Grant approval to Conditional Use Permit Application CUP-2005-02, subject to the six (6) findings of fact and ten (10) conditions.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 082

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

RE: A Conditional Use Permit (CUP 2005-02) to construct a 2,520 square foot accessory building (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed (1,680 sf for one accessory building) in the R-S-20 Zoning District.

WHEREAS, on February 16, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2005-02 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Duane Welch, and

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

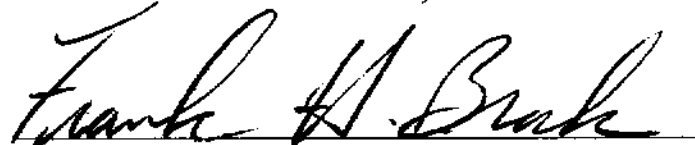
1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on February 1, 2005, did recommend **APPROVAL** of said application;
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

WHEREAS, the public use and interest will be served by **APPROVING** the above-mentioned application and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2005-02**.

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

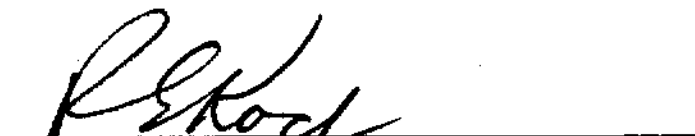
SIGNED AND DATED THIS 16th DAY OF FEBRUARY 2005.

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


Chairman

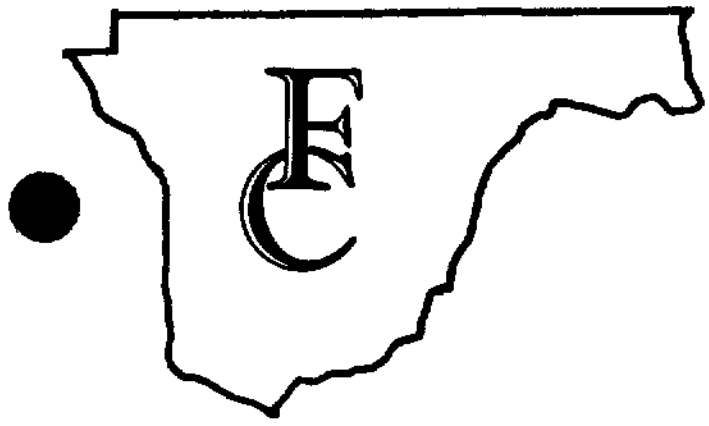
ABSENT

Chair Pro Tem


Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-02**

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Resolution Number 2005 082

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on **February 16, 2005**.

APPLICANT:

Duane Welch, 9016 W Maple, Pasco, WA 99301.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

Lot 5 of Basswood Estates.

NON-LEGAL DESCRIPTION: The property is located in West Pasco, north of Argent Road, west of Road 96, along the south side of Maple Drive (118-102-184).

CONDITIONAL USE:

A Conditional Use Permit to construct a 2,520 square foot accessory building (detached garage/storage building). A Conditional Use Permit is required in order to exceed the maximum size allowed in the R-S-20 Zoning District

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

Findings of Fact:

1. The construction and operation of an accessory building **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL BE** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
 - a. The intended character of the area is residential with the construction of single family homes and compatible residential accessory buildings;

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-02

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Resolution Number 2005 082

- b. Large metal/steel sided industrial style buildings are not consistent with the intended residential character of the area;
- c. Accessory buildings that are proposed to be larger than what is allowed in the zone shall be constructed to match the home as closely as possible in color, siding, and construction. This will assist in ensuring the accessory building is constructed to be in harmony with the intended character of the one-acre residentially zoned area.
 - i. The applicant has proposed a 2520 sf accessory building. A 2,400 sf accessory building with mitigation measures, rather than 2,520 sf, is consistent with similar CUP approvals granted by the Planning Commission on 1 acre lots in the Urban Area.
 - ii. The garage (accessory building) is proposed to be smaller in size than the existing home (footprint).
 - iii. Staff is recommending that the accessory building contain siding and roofing materials that are similar in nature to the permitted use (single family residence).
- 4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
 - a. An accessory building that exceeds the size allowed in the zoning district (in this case, greater than 1680 s.f.) may still be constructed in a manner to not discourage the development of other permitted uses in the zone. Limiting the height of the building to the greatest extent possible (**18 ft avg roof height**) and constructing the accessory building to match the home as closely as possible in color, siding, and construction. These mitigation measures will ensure the proposal will not discourage the development of permitted uses in the area.
- 5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.
- 6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-02**

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Resolution Number 2005 082

Conditions of Approval:

1. Approval grants the applicant the ability to construct a 2,400 square foot accessory building (detached garage/storage building). The property is approximately 1.13 acres in size and is located in the R-S-20 Zoning District. The applicants' proposed home is greater than 4,000 square feet in size (footprint).
2. The use of the building is for typical residential uses and is not for commercial use.
3. The height of the building shall not exceed an 18 foot avg. roof height.
4. The accessory building shall not be a metal or steel sided/roofed industrial building.
5. The building shall be residential in nature and be compatible to the home. The building shall contain no metal/steel siding (sheeting) or roofing materials, and shall contain colors that are similar in nature and match the permitted use (single family residence).
6. Applicant must meet the requirements of the Benton-Franklin Health Department. This office has not received an application for a sewage disposal system on this lot and cannot guarantee that the placement of this shop will not inhibit the placement of a sewage disposal system at a later date.
7. Prior to construction, the applicant shall meet the requirements of the Franklin County Building Department. This includes providing an adequate access road of 12' (min) width to the new building for access by fire apparatus.
8. The applicant shall apply for a building permit for the new structure within six (6) months after the effective date of the special permit, or the special permit shall expire.
9. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
10. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-02**

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Resolution Number 2005 082

NOTE: Failure to fulfill the above stated conditions will result in cancellation of the Conditional Use Permit:

NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY. THIS PERMIT APPLIES TO THE ABOVE DESCRIBED LAND AND SHALL BE FOR THE ABOVE NAMED INDIVIDUAL AND/OR CORPORATION, HIS HEIRS AND/OR ASSIGNS. IT CANNOT BE TRANSFERRED TO ANOTHER SITE.

This Conditional Use Permit issued this 16th day of February 2005.

**BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WA**


CHAIRMAN

ATTEST:


CLERK OF THE BOARD

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

OUT-OF-STATE TRAVEL REQUEST

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

Name: Richard Lathim
 Dates: March 14-16, 2005
 Destination: Hood river, Oregon
 Purpose: Oregon-Washington Sheriff's Conference
 Account/Budget #: 520

ESTIMATED EXPENSE

Mileage _____ Miles @ _____ Per Mile \$ _____
 Meals..... \$ 20
 Lodging..... \$ 180
 Registrations, Fares \$ _____
 Supplies \$ _____
TOTAL..... \$ 200.00

Recommended: Richard Lathim 2/10/05
 (Elected Official/Dept. Head) (Date)

 Examined and allowed by the Board of Commissioners, Franklin County, Washington

Feb. 16, 2005
Frank H. Groch, Chair

ABSENT, Member
R. Groch, Member

ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: _____

FRANKLIN COUNTY RESOLUTION NO. 2005 083

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND MELENDY ENTERTAINMENT SERVICES FOR "BIGTOP THE CLOWN" ENTERTAINER TO PERFORM ONE TWENTY MINUTE SHOW AND WALK-AROUND ENTERTAINMENT FOR SIX HOURS EACH DAY JULY 2-4, 2005, IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND 'OLE FOURTH

WHEREAS, Richard Melendy, a.k.a. "BigTop The Clown", will perform one twenty minute show and walk-around entertainment for six hours each day July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$360;

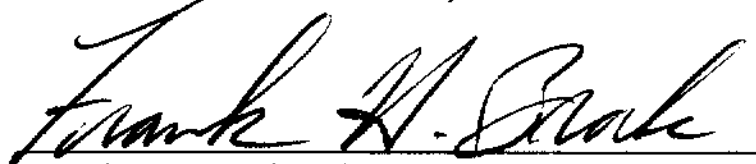
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 between Franklin County and Melendy Entertainment Services for "BigTop The Clown" entertainer to perform one twenty minute show and walk-around entertainment for six hours each day, July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$360 payable upon completion of the work.

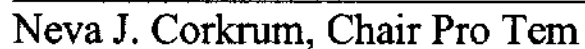
APPROVED this 16th day of February 2005.

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

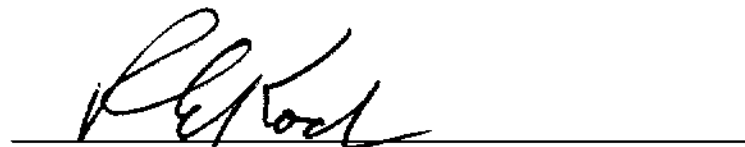

Frank H. Brock, Chair

ABSENT

Attest:


Neva J. Corkrum, Chair Pro Tem


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Melendy Entertainment Services

cc: Accounting Department
County Administrator-Invoice
County Administrator-File

PERSONAL SERVICES AGREEMENT**2005 083**

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Melendy Entertainment Services**, 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 participate in the Grand Ole Fourth Parade; perform one (1) twenty (20) minute show and provide walk-around entertainment for six (6) hours each day July 2-4, 2005 in connection with the project designated Grand 'Ole Fourth.

Scope Of Services

The Contractor agrees to perform the services, identified on 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 the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 2-4, 2005.

Payment

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$360.00 without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. Payment of \$360.00 will be made promptly upon ascertainment and verification by the County of the completion of the work 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 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.

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.
- c. In the event that the Contractor terminates this agreement on or after May 1, 2005, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

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:

Richard Melendy
"BigTop The Clown"
7808 West 21st Avenue
Kennewick, WA 99338-9161

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. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. 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 16th day of Feb., 2005.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington

Firm: Melendy Entertainment Services

Frank H. Brock
Frank H. Brock, Chairman

By: Richard Melendy

ABSENT

Neva J. Corkrum, Chairman Pro Tem

Signature: Richard H. Melendy

Robert E. Koch
Robert E. Koch, Member

Title: "Big Top the Clown"
(entertainer)

ATTEST BY:

Approved as to form:

Mary Withers
Clerk of the Board

REUP
Ryan E. Verhulp,
Chief Civil Prosecutor

Franklin County Resolution Number _____

Exhibit "A"

Page 1 of 2

Melendy Entertainment Services
Richard Melendy a k a BigTop The Clown
7888 W. 21st Avenue
Kennewick, WA 99338-9161
(509) 539-0177

Entertainment Services Contract/Agreement**Date of Contract: 1/27/05**

Performer: Richard Melendy a k a BigTop The Clown
Melendy Entertainment Services
(509) 539-0177

Client: Dan Blasdel
(509) 546-5885

Event: Grand Ol' Fourth of July

Location: At the TRAC in Pasco

Event Days: July 2,3,4, 2005

Type of Performance: Clowning while doing meet and greet/walk-around entertainment each day, as well as a 1 twenty minute show on stage each day. Being in a parade on July 4th has been discussed.

Performance Times: 6 hours per day (July 2,3,4). Show will be done within this 6-hour period each day. Starting and ending performing times have not been set yet.

Payment for Performing: Client agrees to pay Richard Melendy, a k a BigTop The Clown \$ 20 per hour, which includes 1 twenty minute stage show each day (July 2,3,4, 2005)

Total Payment for Services: \$ 360 for three days. This payment should be made payable to: Richard Melendy. Payment should be given to performer on the last day of the event at the event.

Other Performer Requests: Reserved parking for the performer if possible, so that he has easy access to the performance area. He will have show props such as folding stools, clown trunk, etc...that he'll need to bring to the stage area and/or put into a secure place. Clown will furnish his own music for his show. He will need to utilize the client's sound system to run his audiotape cassette for his show.

2005 083

Franklin County Resolution Number _____

Exhibit "A"

Page 2 of 2

By signing and dating below, both the performer and client agree to the above conditions.



Richard F. Melendy
Big Top The Clown
Melendy Entertainment Services

* Client Signature:

(Client: Please sign and return a copy of this form to Richard Melendy)

2005 083

FRANKLIN COUNTY RESOLUTION NO. 2005 084

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND STEVE HAMILTON, A.K.A. "STEVE THE PRETTY GOOD", TO PROVIDE THREE DAYS OF WALK-AROUND ENTERTAINMENT AND A FORTY-FIVE MINUTE SHOW EACH NIGHT, JULY 2-4, 2005, IN CONJUNCTION WITH THE PROJECT DESIGNATED GRAND 'OLE FOURTH

WHEREAS, Steve Hamilton, a.k.a. "Steve the Pretty Good", agrees to provide three days of walk-around entertainment and a forty-five minute show each night, July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$1,200, plus one hotel room July 2-4, 2005;

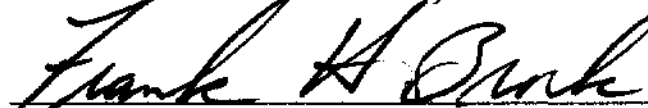
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

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 Steve Hamilton, a.k.a. "Steve the Pretty Good" to provide three days of walk-around entertainment and a forty-five minute show each night, July 2-4, 2005, in conjunction with the project designated Grand 'Ole Fourth, with the cost not to exceed \$1,200 payable upon completion of the last performance, plus one hotel room July 2-4, 2005.

APPROVED this 16th day of February 2005.

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



Frank H. Brock, Chair

ABSENT

Neva J. Corkrum, Chair Pro Tem



Robert E. Koch, Member

Attest:



Clerk to the Board

Originals: Auditor
Minutes
Steve Hamilton

cc: Accounting Department
County Administrator-Invoice
County Administrator-File

PERSONAL SERVICES AGREEMENT**2005 084**

THIS AGREEMENT is entered into between **Franklin County**, hereinafter referred to as Franklin County, and **Steve Hamilton**, 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 provide three (3) days of walk around entertainment and a forty-five (45) minute stage show each night, July 2-4, 2005 in connection with the project designated Grand 'Ole Fourth.

Scope Of Services

The Contractor agrees to perform the services, identified on 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 the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 2-4, 2005.

Payment

The Contractor shall be paid by Franklin County for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by the Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$1,200.00, plus one (1) hotel room July 2-4, 2005, without express written modification of the agreement signed by the Board of Franklin County Commissioners.
- b. Final payment of \$1,200 will be paid to the Contractor upon completion of last performance 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 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.

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.
- c. In the event that the Contractor terminates this agreement on or after May 1, 2005, for no fault of Franklin County or TRAC, Franklin County shall be refunded any and all deposit funds paid to Contractor within (10) business days.

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

2005 084

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

Steve Hamilton
Steve the Pretty Good
812 Ryan Avenue
Sumner, WA 98390

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. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. 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.

2005 084

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 16th day of Feb, 2005.

CONTRACTOR:

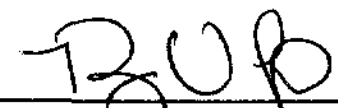
Firm: Steve the Pretty Good

By: Steve Hamilton

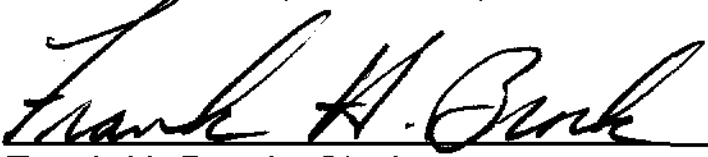
Signature: 

Title: Owner/Entertainer

Approved as to form:



Ryan E. Verhulp,
Chief Civil Prosecutor

BOARD OF COUNTY COMMISSIONER
Franklin County, Washington


Frank H. Brock, Chairman

ABSENT

Neva J. Corkrum, Chairman Pro Tem


Robert E. Koch, Member

ATTEST BY:


Clerk of the Board

Franklin County Resolution Number _____

Exhibit "A"

Page 1 of 1

Contract for Services**I. Identity of Parties**

A. Steve Hamilton (Steve the Pretty Good) 812 Ryan Ave
Sumner, WA 98390. (253) 278-9992 an individual, Tax id:
539-70-8652, Henceforth referred to as "entertainer".

* B. _____
Henceforth referred to as "client".
Client Contact; * _____ Phone # _____

II Scope of Services

Entertainer agrees to provide 3 days of walk around
entertainment and 45 min. stage show each night at

* _____
(address of venue)
on July, 2nd, 3rd and 4th, 2005.
Performance times to be agreed upon by July 1 2005. Client
will provide sound system and Stage (min 10' X10'.)

III Financial Remuneration

Following performance, client agrees to pay entertainer
\$1200.00 (twelve hundred) total for performances plus hotel
room for July 2nd 3rd and 4th, 2005
Payment due on completion of last performance (July 4, 2005)

A. Cancellation policy

Client will pay \$600.00 if contract is canceled after April 1,
2005.

Please make check payable to Steve Hamilton.

Agreed to this 30th of December 2004

[Signature]
Steve Hamilton

* _____
Clients rep.

Dec. 30th, 2004
Date

* _____
Date

EXHIBIT 8
Franklin County Auditor

February 16, 2005

1016 North 4th Avenue
Pasco, WA 99301

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

P.O. Box 1451
Pasco, WA 99301

February 16, 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, February 16, 2005.

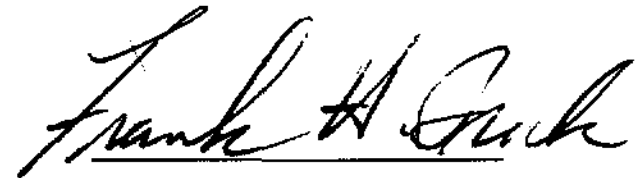
Move that the following warrants be approved for payment:

2005

FUND	WARRANT	AMOUNT
<u>Expenditures</u>		
Current Expense	43832-43832	\$10,000.00
Auditor O & M	319-320	\$170.00
Courthouse Renovation	331-331	\$685,994.38
FC Public Facilities Const.	701-701	\$76,785.30
Grand 'Ole Fourth	1-1	\$1,125.00

TOTAL:	\$774,074.68
---------------	---------------------

In the amount of \$774,074.68 The motion was seconded by ,
And passed by a vote of 2 to 0 .



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

FRANKLIN COUNTY RESOLUTION NO. 2005-085

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: APPROVE PAYMENT FOR THE 2005 MEMBERSHIP DUES IN THE
AMOUNT OF \$125 FOR BENTON, FRANKLIN & WALLA WALLA
COUNTIES GOOD ROADS & TRANSPORTATION ASSOCIATION**

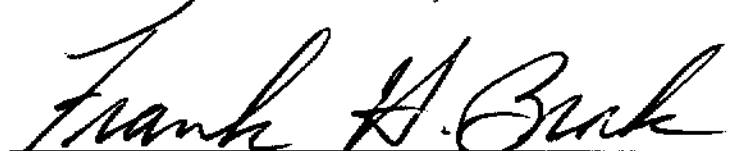
WHEREAS, the Franklin County Board of Commissioners received an invoice requesting remittance of payment for the 2005 membership dues in the amount of \$125 for Benton, Franklin & Walla Walla Counties Good Roads & Transportation Association; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves payment for the 2005 membership dues in the amount of \$125 for Benton, Franklin & Walla Walla Counties Good Roads & Transportation Association.

APPROVED this 16th day of February 2005.

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

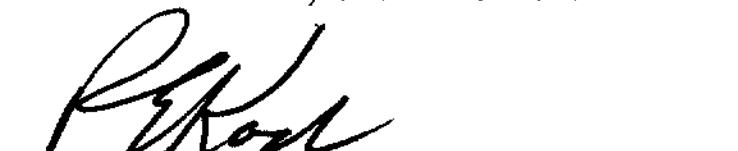

Frank H. Brock, Chair

ABSENT

Attest:

Neva J. Corkrum, Chair Pro Tem


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
B-F-WW Good Roads & TA

cc: Accounting Department
Good Roads File

FRANKLIN COUNTY RESOLUTION NUMBER 2005 086

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: GRAND 'OLE FOURTH BUDGET, NUMBER 425-000-001, REVENUE
AND EXPENDITURE LINE ITEMS**

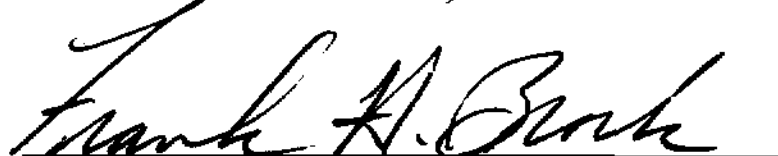
WHEREAS, Resolution 2005-040 approved creation of the Grand 'Ole Fourth budget
for a total of \$170,000; and

WHEREAS, revenue and expenditure line items were inadvertently omitted in the
drafted budget; and

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of
Commissioners hereby approves the Grand Ole Fourth Budget, Number 425-000-001,
revenue and expenditure line items as listed in the attached.

APPROVED this 16th day of February 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman

ABSENT

Attest:

Neva J. Corkrum, Chairman Pro Tem


Clerk to the Board


Robert E. Koch, Member

Originals: Auditor
Minutes
Accounting

cc: County Administrator File
Commissioners File
Tony Maya

Grand 'Ole Fourth Celebration
2005 Revenue
Budget Number 425-000-001


Line Item Number	Description	Amount
347.40.00.0001	Gate Admission	\$ 62,100.00
347.40.00.0002	Grandstand	5,000.00
347.40.00.0003	Carnival	-
347.90.00.0001	Carnival Advertising	-
347.90.00.0002	Entry Fees	-
347.90.00.0004	Mainstage	2,500.00
347.90.00.0005	Entry Fee/Dodgeball	2,500.00
362.40.00.0008	Commercial Space Rental	18,000.00
362.30.00.0000	Parking	29,400.00
362.80.00.0009	Beer	
362.80.00.0002	Food Concession %	18,000.00
362.80.00.0005	Commissioned Concessions	500.00
362.80.00.0006	Ice Sales	2,000.00
367.00.00.0003	Sponsorships	30,000.00
386.00.00.0000	Non-Revenue Sales Tax Collections	
	Total Revenues	\$ 170,000.00

**Grand 'Ole Fourth Celebration
2005 Expenditures
Budget Number 425-000-001**

Description	Amount	Line Item Number
Contingency	\$ 23,708.00	575.40.00
Office & Operating Supplies		
Office Supplies	-	575.40.31.0
Decorations	2,500.00	575.40.31.1
Ice	2,000.00	575.40.34.1
Total Office & Operating Supplies	4,500.00	
Other Services And Charges		
Professional Services		
Entertainment - Grandstand		575.40.41.1
Entertainment - Mainstage	46,160.00	575.40.41.2
Entertainment - Outdoor Stage		575.40.41.3
Janitorial Clean up		575.40.41.4
Misc. Contractual Services	2,000.00	575.40.41.5
Night Clean Up	2,000.00	575.40.41.6
Security		575.40.41.7
Sound & Lights Indoor Stage, Outdoor Stage & Ball Field (Monday Night)	20,000.00	575.40.41.8
TRAC	30,000.00	575.40.41.9
Traffic Controllers & Ticket Sales	3,600.00	575.40.41.10
Total Professional Services	103,760.00	
Advertising		
Marketing	10,000.00	575.40.44
Total Advertising	10,000.00	
Operating Rentals & Leases		
Carts		575.40.45
Food Space Rental		575.40.45
Lighting for 6 acre Parking	2,000.00	575.40.45
Port-A-Potty		575.40.45
Radios		575.40.45
Tents	1,000.00	575.40.45
Total Operating Rentals & Leases	3,000.00	
Utilities		
Garbage	3,000.00	575.40.47
Total Utilities	3,000.00	
Miscellaneous		
Entertainment - 3 RV Sites	72.00	575.40.49
Entertainment - Hotel	860.00	575.40.49
Licenses/Permits		575.40.49
Printing	1,000.00	575.40.49
Talent Show Winner	1,100.00	575.40.49
Total Miscellaneous	3,032.00	
Agency-Type Deposits		
Sales Tax Remit. to WA ST Dept of Revenue		586.00.00
Capital Outlay		
HVAC Portable Truck	15,000.00	594.75.64.1
Electric Generator for HVAC Truck	4,000.00	594.75.64.2
Total Capital Outlay	19,000.00	
Total	170,000.00	

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$83,965.02 ON THIS 16TH DAY OF FEBRUARY 2005.


 Board Member

COUNTY ROAD FUND
 15000
 150 000 001 540 00

ABSENT

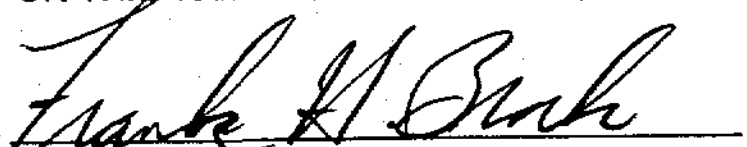
Board Member


 Board Member

Voucher #	Claimant	Purpose	Amount
	ADVANCE OFFICE SYSTEMS	lease payment AFICIO AF-1045 copier	687.71
	ARROW CONSTRUCTION SUPPLY	cold mix	687.71
	BIG BEND ELECTRIC COOP	monthly service	686.68
	BRUTZMAN'S	covers/bond paper/sealing tape/copies	411.79
	AMERIGAS	propane	3041.61
	CASCADE NATURAL GAS CORP.	monthly service	493.84
	CONNELL GRANGE SUPPLY	22" straps	50.95
	FEDEX	shipping charges	18.26
	FRANKLIN CO PUD	monthly service	1219.57
	FRANKLIN CO INFO SERVICES	computers	2569.78
	GEOLINE POSITIONING SYSTEMS	trimble geomatics office v1.62	1463.91
	HUSK OFFICE SUPPLIES	cash box/copy paper	166.94
	INTERMOUNTAIN MATERIALS	concrete testing	775.00
	KROLL MAP CO.	updates-Pasco atlas	22.66
	LOURDES BUSINESS HEALTH	professional testing	100.00
	FRANKLIN CO GIS	manager wages, reimbursement	6106.86
	MV&PW EQUIPMENT FUND-ER	ER for Jan 05	46204.35
	MV&PW EQUIPMENT FUND-PITS	rock supply for Jan 05	12275.10
	NEWMAN TRAFFIC SIGNS	traffic signs	1928.30
	ORKIN EXTERMINATING	bi-monthly service	61.99
	ROTSCHY, INC.	pay est#8/CRP573	1177.24
	SARGENT ENGINEERS	professional services	1726.83
	SIERRA ELECTRIC, INC.	replace lamps Hendricks Rd.	318.94
	STAR RENTALS & SALES	gas saw rental	86.64
	CITY OF CONNELL	monthly service	128.44
	TRI-CITY HERALD	advertisements	95.48
	TRI-CITY PAINTS TRUE VALUE	pipe	43.02
	U.S. LINEN	service	282.63
	UTILITIES UNDERGROUND LOCATE	notifications	37.29
	W.F.O.A.	membership dues	50.00
	WASHINGTON ONE HOUR PHOTO	process film	31.39
	4M JANITORIAL SUPPLY	monthly service	1014.11

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
 HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
 APPROVED FOR PAYMENT IN THE AMOUNT OF \$115,328.83 ON THIS 16th DAY OF FEBRUARY, 2005.


 Board Member

MV&PW EQUIPMENT FUND

500 000 001

548.60

ABSENT

Board Member

Board Member

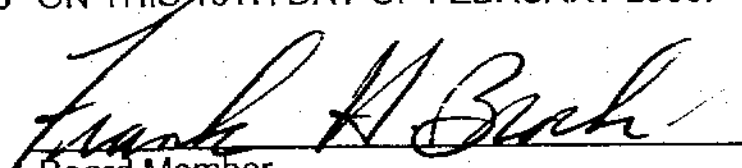
Voucher #	Claimant	Purpose	Amount
	Action Towing & Auto Repair	Tow CS-2303	95.00
	Arsenault Assoc.	1 Year support for Dossier Platinum Program	1598.00
	Astley's Automotive Warehouse	Lamps, calipers, credit	180.71
	Basin Disposal, Inc.	Monthly garbage service	304.13
	Cascade Natural Gas	Monthly service	1212.64
	Central Hose & Fittings, Inc.	Hose, ferrule, barb, pipe thread, fittings	12.28
	Chevron USA, Inc.	Unleaded	46.09
	Clyde West	Liner/separator	874.51
	Columbia Basin Paper	Singlefold towels	61.73
	Connell Grange	Tire repair	25.85
	Connell Oil, Inc.	Unleaded, diesel	13451.77
	Critzler Equipment	Pump, flashers, cylinders, cable, clutch, auger	9814.80
	DETCO Industries, Inc.	Stampede, Bust Loose aerosol	303.23
	D&R Auto Parts	Camco windshield washer fluid	46.53
	Fasteners, Inc.	Flange, lock nuts, cap screws	77.02
	Financial Consultants Int'l., Inc.	Monthly Lease Payments	1885.17
	Franklin County Road Fund	Reimbursement for 4th Qtr., 2004 charges	631.04
	Franklin County PUD	Monthly electrical services	1408.06
	Freedom Truck Centers, Inc.	2 new pup trailers (TR164 & TR165)	56801.60
	Industrial Support Co.	Electric flow controls	1150.20
	Irrigation Specialists, Inc.	Steel nipples, caps, union	17.02
	J&L Hydraulics	Electric D/A Pump	1893.60
	Little & Co.	Bushings w/flange, spacers	689.27
	McCurley Chevrolet	Headlamp, sensor	238.07
	Mountain Oil, Inc.	Gasoline for sheriff's vehicles	173.57
	Darrel Farnsworth	County share of cell phone bill	176.32
	Dennis Huston	Reimbursement for weight ticks & licenses	53.50
	Douglas D. Stender - Snap-On	Pliers	42.18
	Gray Lumber Company	12' treated 4x4 posts	1,251.20
	Tri-City Nissan	Rod-key lock, holder, plate, protector	9.08
	Napa Auto Parts	Parts	2069.15
	New Holland	Nuts, wings	9.57
	Norco, Inc.	Lincoln Invertec V350, guns assy, cable, filters	8,289.25
	Pacific Clutch & Brake	Brake stop shop, shoes, cores	3416.45

Page 2/Voucher Approval

Voucher #	Claimant	Purpose	Amount
	Perfection Glass	Insulated window	140.25
	Russ Dean Ford	Tube & control assy., studs nuts, gaskets, valve	260.56
	Ranch & Home	Propane	14.12
	Safelite Glass Corp.	Windshields, molding & repairs	1266.39
	Six States Distributors	Switches, kwik brake, gasket, wheel set, plugs	1229.64
	Snow-Wheel System	Snow-Wheel tires	684.48
	TIFCO Industries	Cable tie, drill bit, washers, hex nuts, screws	176.39
	Trimble Financial Services	Payment 23: Trimble 5605 Robotic	894.73
	Tri-Cities Battery & Auto Repair	Batteries	137.43
	U.S. Linen	Monthly linen services	301.10
	Western States Equipment Co.	Glass, latch assy.	921.45
	Western Peterbilt, Inc.	Rubber bushings, rod tie radiator support	76.63
	Wondrack Distributing	15/40 oil	917.07

VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$1,928.28 ON THIS 16TH DAY OF FEBRUARY 2005.


Board Member

SOLID WASTE FUND
152 001 001
539 10

ABSENT

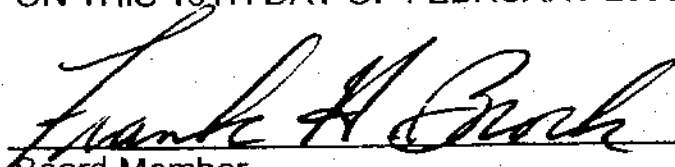
Board Member


Board Member

Voucher #	Claimant	Purpose	Amount
	FRANKLIN CO MOTOR VEHICLE	vehicle rent 1st qtr	868.00
	HARMONIOUS TECHNOLOGIES	backyard composting books	321.42
	NORTHWEST CONTAINER RENTAL	recycle box rent	738.86

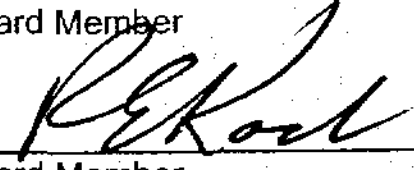
VOUCHER APPROVAL

WE, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO
HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND
APPROVED FOR PAYMENT IN THE AMOUNT OF \$1,106.46 ON THIS 16TH DAY OF FEBRUARY 2005.


Board Member **ABSENT**

Probation Work Crew
152 002 001
523 30

Board Member


Board Member

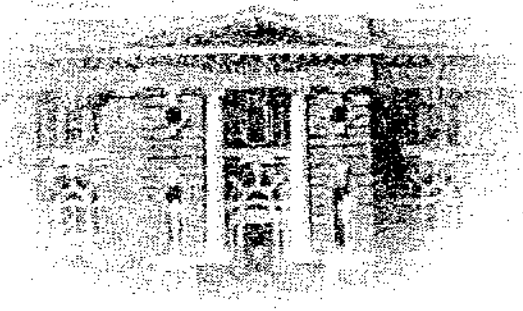
Voucher #	Claimant	Purpose	Amount
	AT&T WIRELESS SERVICE	monthly service	24.89
	BDI TRANSFER	littercrew disposal costs	213.57
	FRANKLIN CO MOTOR VEHICLE	vehicle rent 1st qtr	868.00

February 16, 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

February 16, 2005

Paperless Business Systems, Inc.
ATTN: Sharon A. Davison, Ph.D.
1511 Third Avenue
Suite 433
Seattle, WA 98101

Re: **Letter of Intent**

Dear Sharon:

This letter is intended to confirm Franklin County's intent to enter into a Consulting Agreement with Paperless Business Systems, Inc.

We estimate the contract will be approved Wednesday, February 23, 2005.

As was discussed this afternoon, please move forward in petitioning for amnesty with the Business Software Alliance (BSA). If you have any questions, please contact Kevin Scott, Franklin County Information Services Director, at (509) 545-3509.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chairman

cc: Information Services
File/LB

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for February 16, 2005

Reconvened at 10:29 a.m.

COUNTY ADMINISTRATOR (continuing)

Sheriff's Vehicles

There is a piece of equipment called an AT5 GPS Fleet Vehicle Tracking System that can be plugged into any vehicle. It will give a history of where the vehicle has gone and other information. It would give a complete history of care and maintenance of that vehicle. Each unit costs \$389.99. Mr. Bowen asked if the Board would like to consider using these units on sheriff's vehicles. Mr. Brock asked if this can be manipulated or disconnected. Mr. Bowen does not know.

Mr. Koch said there are quantity discounts for 10 or more units but what will Public Works charge to put the units in the cars? Mr. Koch would like to know more about it before committing to buy them. He would like to have Public Works Shop Manager Darrel Farnsworth come in to explain more.

The County Administrator's Association has a link through WSAC to see if there are any policies in place on sheriff's vehicles that we may be able to review for Franklin County use.

There are routine maintenance costs in the equipment rental and repair line item. Mr. Bowen said when there are costs that Mr. Farnsworth feels need to be billed outside of that routine line item, before he puts any money into that vehicle, he needs to report back and request approval from the Board. One vehicle lost an engine which would cost about \$6000. It was repaired without prior approval.

Mr. Brock said the Public Works shop sets the hours, we pay it, and he thinks we need to talk about that.

Mr. Bowen said county shop rates are \$55 per hour. They charge the shop rates based on the state rates.

Mr. Brock said we needed to have the work centralized so that's why it was done by the Public Works Department rather than by outside businesses.

Mr. Koch said the bill for the engine should go straight to the Sheriff's Office, not to the Commissioners Office.