

COMMISSIONERS RECORD 46  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 13, 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 attend the Washington Counties Risk Pool Executive Committee Meeting in Mount Vernon.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

**Motion** - Mr. Koch: I move for approval of the consent agenda for April 13, 2005, as presented:

1. Approval to submit a Certificate of Appreciate and Courthouse picture to Ray Ritari for his dedicated service to Franklin County and the Trade, Recreation & Agricultural Center. (Exhibit 1)
2. Approval of **Resolution 2005-148** for the BFCG Rural Franklin County STP Process Memorandum of Understanding (MOU) dated January 2005, approved by motion of the Board of Franklin County Commissioners on February 23, 2005. (Exhibit 2)
3. Approval to purchase Supplement #1 (25 printed copies) with two (2) MS Word CDs for Franklin County's codification from LexisNexis, for \$5,258.16, plus approximately \$436.43 tax (price includes shipping and handling) for a total of \$5,694.59, to be paid from the 2005 Current Expense Non-Departmental Budget, Number 001-000-700, line item 519.90.41.0006 (FC Ordinance Codification).

Second by Mr. Brock. 2:0 vote in favor. The Board also authorized the signature of Commissioner Neva Corkrum on item 1.

Vouchers/Warrants

**Motion** - Mr. Koch: I move for approval of payment of the Salary Clearing Payroll: Warrants 36992 through 37076 for \$150,478.19; warrants 37077 through 37082 for \$48,679.30; and Direct Deposit for \$211,080.47; for a total of \$410,237.96. Second by Mr. Brock. 2:0 vote in favor.

The cover sheet also includes the following amounts which do not require Board approval:

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Emergency Management Payroll: warrants 7057 through 7063 for \$2830.46; warrants 7064 through 7067 for \$971.54; and Direct Deposit for \$7417.04; for a total of \$11,219.04; and

Irrigation Payroll: warrants 10719 through 10733 for \$8877.52; and warrants 10734 through 10737 for \$1171.34; for a total of \$10,048.86. (Exhibit 3)

Vouchers/Warrants

**Motion** – Mr. Koch: I move for approval of payment of TRAC Operations warrants 8339 through 8374 for \$26,220.70 and Franklin County RV Facility warrants 124 through 128 for \$719.49; for a total of \$26,940.19. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 4)

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Safety, Risk and Accident Review Committee

The Safety Committee met in March and made some recommendations relating to various incidents and accidents that have happened to county employees. The summaries of the findings the Safety Committee made were given to the Board. The Safety Policy says the Board is to review the Safety Committee findings and then make decisions accordingly. Mr. Verhulp asked the Board to consider whether the Safety Policy needs to be revised. He said the Safety Committee has noticed some changes that need to be made to the policy in terms of workability and its ability to address issues.

The incidents were reviewed. Mr. Bowen said there should be a limit to what the Safety Committee reviews because some incidents are so minor. He said the Safety Committee Policy needs to be rewritten so the Safety Committee does not need to review every incident. The Board agreed. Mr. Verhulp said some departments need to have internal written policies and practices. The Board agreed.

Comments were made that the Safety Policy will be difficult to rewrite. Mr. Verhulp said the Safety Committee is concerned that inattention does happen but at the same time it's not always excusable so there need to be some consequences.

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Mr. Verhulp asked for approval to put forms relating to safety on the county's internal public computer site. The forms include incident forms, automobile accident forms and supervisor report forms. If this is done, any department could access the forms, print them, and fill them out, which would make reporting a little easier.

**Motion** – Mr. Koch: I make the motion to allow that to happen. Second by Mr. Brock. 2:0 vote in favor.

Mr. Brock asked Mr. Verhulp to contact the Information Services Department to put the forms on the county computer system. Mr. Koch asked that a memo be sent to departments notifying them the forms are on the computer system.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

**County Bonds**

Mr. Bowen said Bond Attorney Jeff Nave has talked to State Auditor Ann Higgins about the county's bonds. Ms. Higgins has given Chief Accountant Tom Westerman an extension to correct the documents for the 2003 information.

**Executive Session** at 9:42 a.m. regarding personnel expected to last 10 minutes.

**Open Session** at 9:52 a.m.

**SHERIFF**

Sheriff Richard Lathim and Undersheriff Kevin Carle met with the Board. Also present: Tim Fife.

**Bid Opening: Dodge Magnum vehicle**

Bid Opening convened at 9:52 a.m. Present: Commissioners Brock and Koch; County Administrator Fred Bowen; Sheriff Richard Lathim; Undersheriff Kevin Carle; County Engineer Tim Fife; and Clerk to the Board Mary Withers.

Only one bid was received:

Bid from Lithia Dodge. The bottom line is \$28,686.93 which includes taxes and document fees. The list price is \$30,745. There is a fleet discount and a Lithia discount.

Sheriff Lathim said the figure is within the budget amount. The money comes from grant funds. The equipment listed is what was expected.

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**Motion** – Mr. Koch: I move that we accept the bid for the 2006 Magnum RT for the total without license fee of \$28,686.93. Second by Mr. Brock. 2:0 vote in favor.

(Exhibit 5)

**COUNTY ADMINISTRATOR** (continuing)

Mr. Bowen and Mr. Fife met with the Board.

Chiawana Park

The Board reviewed a 2005 Proposed Park Budget, a resolution re-establishing salary and rent for Chiawana Park caretaker, and a Rental Agreement with Larry Singleton for the Chiawana Park caretaker house. Mr. Fife explained the proposed resolutions.

**Motion** – Mr. Koch: I so move that we accept the Resolution 2005-149 re-establishing salary and rent for Chaiwana Park caretaker. Second by Mr. Brock. 2:0 vote in favor.

(Exhibit 6)

**Motion** – Mr. Koch: I make a motion that we accept the rental agreement between Franklin County and Larry Singleton for the Chiawana Park caretaker house. This is Resolution 2005-150. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 7)

Mr. Bowen is working with the Pasco City Manager to establish an agreement regarding sharing of 2005 Chiawana Park costs.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Execution of Contract: CRP 584/Sagehill Road Subgrade Repair

**Motion** – Mr. Koch: I move that we accept the contract between Franklin County and Inland Asphalt of Richland for CRP 584, Sagehill Road subgrade repair. This is Resolution 2005-151. Second by Mr. Brock. 2:0 vote in favor. (Exhibit 8)

Glade North Road

Mr. Fife gave the Board an update about repair of the siphon on Glade North Road.

Amendment #1 to Ecology Grant # G0400329 between State of Washington Department of Ecology and Franklin County Solid Waste

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**Motion** – Mr. Koch: I move that we accept Amendment #1 to Ecology Grant between State of Washington Department of Ecology and Franklin County Solid Waste. This is Resolution 2005-152. Second by Mr. Brock. 2:0 vote in favor. (Exhibit )

**Adjourned** at 10:12 a.m.

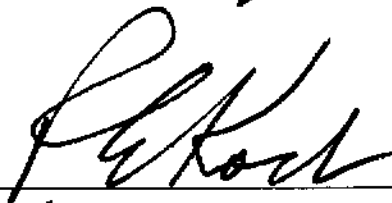
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 18, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed April 18, 2005.

# CERTIFICATE OF APPRECIATION

awarded to:

RAY RITARI

FOR DEDICATED SERVICE TO

FRANKLIN COUNTY AND THE

TRADE, RECREATION & AGRICULTURAL CENTER

JULY 7, 1997 THROUGH APRIL 15, 2005

presented by  
THE BOARD OF FRANKLIN COUNTY COMMISSIONERS

Frank E. Koch, Chairman

April 13, 2005

Neva J. Conklyn, Chairman Pro Tem

April 13, 2005

Robert E. Koch, Member

April 13, 2005



**FRANKLIN COUNTY RESOLUTION NO. 2005 148**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: BENTON FRANKLIN COUNCIL OF GOVERNMENTS (BFCG) RURAL  
FRANKLIN COUNTY STP (SURFACE TRANSPORTATION PROGRAM)  
PROCESS MEMORANDUM OF UNDERSTANDING (MOU)**

**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 MOU as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the attached BFCG Rural Franklin County STP Process Memorandum of Understanding (MOU) dated January 2005, approved by motion of the Board of Franklin County Commissioners on February 23, 2005 is hereby approved by this resolution.

**APPROVED** this 13<sup>th</sup> day of April 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

**ABSENT**

\_\_\_\_\_  
Neva J. Corkrum, Chair Pro Tem

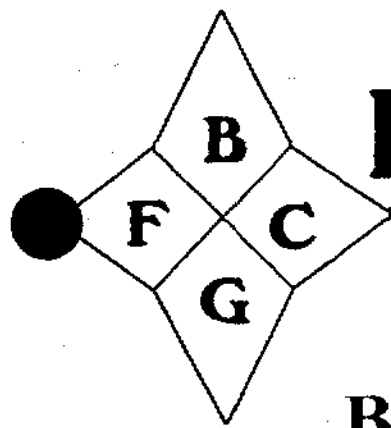
Attest:

  
Clerk to the Board

  
Robert E. Koch, Member

Originals: Auditor  
Minutes  
BFCG File





# Benton-Franklin Council Of Governments

P.O. Box 217  
1622 Terminal Drive  
Richland, WA 99352

Phone : (509) 943-9185  
Fax: (509) 943-6756  
Website: benton-franklin.cog.wa.us

## **BFCG/ Rural Franklin County STP Process Memorandum of Understanding (MOU)**

**Jan. 2005**

As of August 2004, WSDOT has designated the Benton Franklin Council of Governments (BFCG) as "Lead Agency" for the distribution/allocation of all federal Surface Transportation Program (STP) funds in Benton, Franklin, and Walla Walla Counties.

The STP program is part of the federal transportation funding act that distributes funds at the local/regional level.

The following has resulted from discussion between participants and representatives of each rural Franklin County jurisdiction and the BFCG as to their participation and use of the funds:

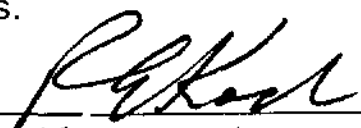
1. Within 30 days of receiving the annual WSDOT STP allocation letter, the BFCG will notify Franklin County, et.al. of their allocation.
2. The period of time covering this MOU is the duration of the TEA-21 Extension through the end of the proposed federal transportation act (i.e. October 2003 to September 30, 2008, FFY 2004 to FFY 2009).
3. All jurisdictions can advance program for 3 years (FFY 2004, 5, & 6) at the 2004 funding level.
4. The allocation of rural Franklin County STP funds for each agency shall be \$5000 base plus the balance of funds distributed to each agency prorated by their share of rural population and major collector mileage (50% population/50% mileage). The county will exchange county funds for federal funds upon request.
5. The BFCG is now responsible for tracking of all regional STP funds. The county shall forward a record of all past and current STP funded projects so BFCG can coordinate the tracking with WSDOT Local Programs Division.
6. STP funds can only be used on federally eligible projects.

<u>Jurisdiction</u>	<u>Title</u>		<u>Date</u>
Franklin County	Commission Chair	<u>Frank H. Bink</u>	<u>2-23-05</u>
Connell	Mayor	<u>Garland D. Walters</u>	<u>2-28-05</u>
Mesa	Mayor	<u>Dan R. Baines</u>	<u>3-8-05</u>
Kahlotus	Mayor	<u>Donna Fore</u>	<u>3-24-05</u>
Port of Pasco	Commission Chair	<u>William H. Chase</u>	<u>3-10-05</u>
BFCG	President	<u>Frank H. Bink</u>	<u>3-30-05</u>

April 15, 2005

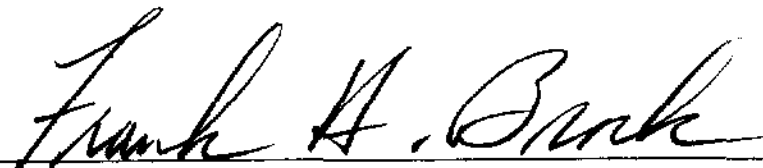
Franklin County Commissioners:

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, 04/15/2005, ,  
move that the following warrants be approved for payment.

FUND	WARRANT	AMOUNT
<b>Salary Clearing Payroll:</b>		
	36992-37076	150,478.19
	37077-37082	48,679.30
	Direct Deposit	<u>211,080.47</u>
	<b>Total</b>	<b><u>\$410,237.96</u></b>

In the amount of \$ **410,237.96** . The motion was seconded by \_\_\_\_\_  
and passed by a vote of 2 to 0 .



**Emergency Mgmt Payroll:**

7057-7063	\$2,830.46
7064-7067	971.54
Direct Deposit	<u>7,417.04</u>
<b>Total</b>	<b><u>\$11,219.04</u></b>

**Irrigation Payroll:**

10719-10733	\$8,877.52
10734-10737	\$1,171.34
Direct Deposit	<u>0.00</u>
<b>Total</b>	<b><u>\$10,048.86</u></b>

EXHIBIT 4  
Franklin County Auditor

April 13, 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

April 12, 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.

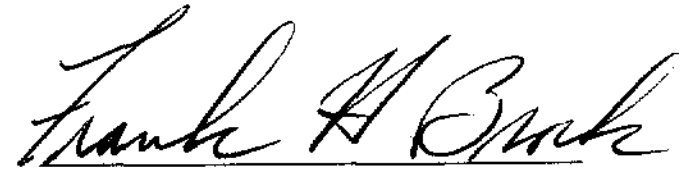
Action: As of this date, April 12, 2005

Move that the following warrants be approved for payment:



<u>FUND</u> Expenditures	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
TRAC Operations	8339-8374	\$26,220.70
FC RV Facility	124-128	\$719.49

In the amount of \$26,940.19. The motion was seconded by  
And passed by a vote of 2 to 0.



Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

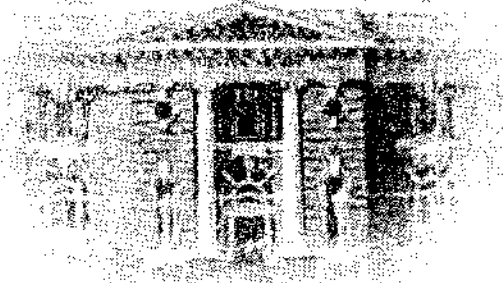
Licensing  
545-3533

April 13, 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**

April 13, 2005

Sheriff Richard Lathim  
Franklin County Courthouse  
1016 North 4<sup>th</sup>  
Pasco, WA 99301

Re: **DODGE MAGNUM BID AWARD**

Dear Richard:

We are approving your recommendation to award the bid for a 2006 Dodge Magnum to Lithia Dodge of Tri-Cities for a total without licensing fees of \$28,686.93.


Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chairman

**ABSENT**

Neva J. Corkrum, Chairman Pro Tem

  
Robert E. Koch, Member

cc: Prosecutor Steve Lowe  
Chief Civil Deputy Prosecutor Ryan Verhulp  
File/LB

FRANKLIN COUNTY RESOLUTION NO. 2005 149

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: RE-ESTABLISHING SALARY & RENT FOR THE CHIAWANA PARK CARETAKER**

**WHEREAS**, Franklin County requires that the Chiawana Park Caretaker live at the Chiawana Park house; and

**WHEREAS**, Franklin County charges rent for the privilege of living at the Chiawana Park house; and,

**WHEREAS**, the Franklin County Park 2005 Budget was initially substantially reduced; and

**WHEREAS**, the Chiawana Park Caretaker rent was substantially reduced by Resolution 2004-601; and

**WHEREAS**, the Amended Franklin County 2005 Park Budget has substantially increased; and

**WHEREAS**, Chiawana Park will be open to the public from May 1, 2005 to September 30, 2005; and

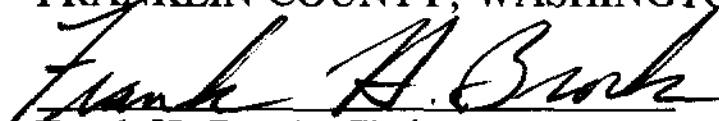
**WHEREAS**, there is sufficient funds to return Larry Singleton to the Park Caretaker position;

**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Commissioners hereby re-establish Larry Singleton salary to Park Caretaker wages, Grade 53, Step 2, effective April 1, 2005; and

**BE IT FURTHER RESOLVED**, that the rent for the Chiawana Park caretaker house be set at \$850.00 per month beginning April 1, 2005.


**APPROVED** this 13th day of April, 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 of the Board

FRANKLIN COUNTY RESOLUTION NO. 2005 150

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: RENTAL AGREEMENT BETWEEN FRANKLIN COUNTY AND LARRY SINGLETON FOR THE CHIAWANA PARK CARETAKER HOUSE**

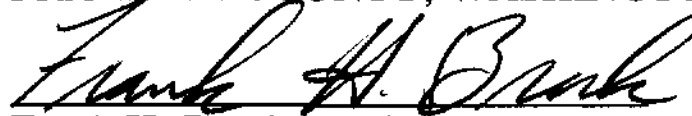
**WHEREAS**, it is desirable for security reasons to have the Chiawana Park Caretaker occupy the Chiawana Park house; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the attached rental agreement between Franklin County and Larry Singleton is hereby approved by the Board.


**APPROVED** this 13th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

**ABSENT**

\_\_\_\_\_  
Neva J. Oorkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

  
Clerk of the Board

# **RESIDENTIAL RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT**

THIS AGREEMENT is made this 13th day of April 2005, between Franklin County, hereinafter designated the Landlord, and Larry Singleton, hereinafter designated the Tenant(s).

The said Landlord does hereby rent unto the said Tenant(s) the residence situated at 9000 Chiawana Park Rd., in the City of Pasco, Franklin County, Washington, of which the real estate is described as follows (legal description of property):

The Caretaker's residence that lies within the boundaries of Chiawana Park with an address of:  
9000 Chiawana Park Road, Pasco, WA 99301

Upon the following terms and conditions:

1. **Term:** The premises are rented for a term of 9 months, commencing the 1<sup>st</sup> day of April 2005, and terminating the 31<sup>st</sup> day of December 2005.
2. **Rent:** The Tenant agrees that the rent of \$850/month shall be paid through automatic deduction from and between the Tenant's two paychecks, with ½ coming from each paycheck on the 15<sup>th</sup> and the last day of the month for employment with Franklin County. Should, for any reason, such paycheck not be sufficient to satisfy the monthly rental, Tenant shall pay the remainder by the 20<sup>th</sup> day of the month.
3. **Utilities:** Tenant shall pay for service and utilities supplied to the premises, except electricity, garbage, water and septic and a business telephone line, which will be furnished by Landlord.
4. **Sublet:** The Tenant agrees not to sublet said premises nor assign this agreement, nor any part thereof without the prior written consent of Landlord.
5. **Tenant's Obligations:** Tenant shall:
  - a. Keep said premises in a clean and sanitary condition;
  - b. Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
  - c. Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
  - d. Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so;
  - e. Not to permit a nuisance or common waste;
  - f. Maintain all smoke detection devices in proper operating condition, according to manufacturer's recommendations and including replacement of batteries where applicable, subject to penalty of a fine pursuant to R.C.W. 48.48.140(4) in a sum of up to \$200.00.
6. **Maintenance of Premises:** Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen to become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.
7. **Alterations:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.
8. **Use of Premises:** Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.
9. **Landlord's Obligations:** Landlord shall:
  - a. Immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord;
  - b. Maintain all structural components in good repair and provide reasonably adequate locks and keys;
  - c. Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident and provide for trash removal and adequate heat and water to the premises;
  - d. Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that Landlord shall not be held responsible where infestation is caused by the Tenant;
  - e. Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonably good working order;
  - f. Equip each dwelling unit with a smoke detection device as required by law, subject to the tenant's responsibility to maintain such.
10. **Access:** Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty (30) days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purpose of:
  - a. Inspection;
  - b. Repairs, alterations or improvements;
  - c. To supply services; or
  - d. To exhibit or display the premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.
 Access shall be at reasonable times except in case of emergency or abandonment.



11. **Surrender of Premises:** In the event of default in payment of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said premises to Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty (20) days, preceding the end of any such monthly rental period, given by either party to the other.
12. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which premises are situated.
13. **Security and Damage Deposit:** The Tenant has deposited the sums of \$ 0, as security deposit and \$ 0, as a damage deposit, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with \_\_\_\_\_ bank, savings and loan association or licensed escrow, \_\_\_\_\_ branch, whose address is \_\_\_\_\_  
 Interest on the deposit shall belong to ☐ Landlord ☐ Tenant(s).  
 All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:  
 a: Tenant shall fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended;  
 b: Tenant shall occupy said premises for term agreed to above;  
 c: Tenant shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence. A specific statement describing the condition of the premises at commencement of the tenancy is attached;  
 d: Tenant shall surrender to Landlord the keys to premises;  
 Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of his tenancy and vacation of the premises.
14. **Non-Refundable Fees:** The sum of \$ \_\_\_\_\_ is to be retained by the Landlord as a non-returnable fee for \_\_\_\_\_ and is in addition to the security and damage deposit but not a part thereof.
15. **Additional Terms:** If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows:

(If this agreement is for over one (1) year, an acknowledgement by the Landlord/Tenant must be attached.)  
 IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand.

Landlord	<u>Larry Singleton</u>	Tenant(s)
Frank H. Brock, Chairman	<u>Frank H. Brock</u>	Larry Singleton
By		
1016 N. Fourth Avenue, Pasco WA 99301	9000 Chiawana Park Rd Pasco WA 99301	
Address		

FRANKLIN COUNTY RESOLUTION NO. 2005 151

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: CONTRACT BETWEEN FRANKLIN COUNTY AND INLAND ASPHALT OF  
RICHLAND FOR CRP 584 / SAGEHILL ROAD SUBGRADE REPAIR**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the attached Contract between Franklin County and Inland Asphalt is hereby approved by the Board.

**APPROVED** this 13<sup>th</sup> day of April 2005. .

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

**ABSENT**

\_\_\_\_\_  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

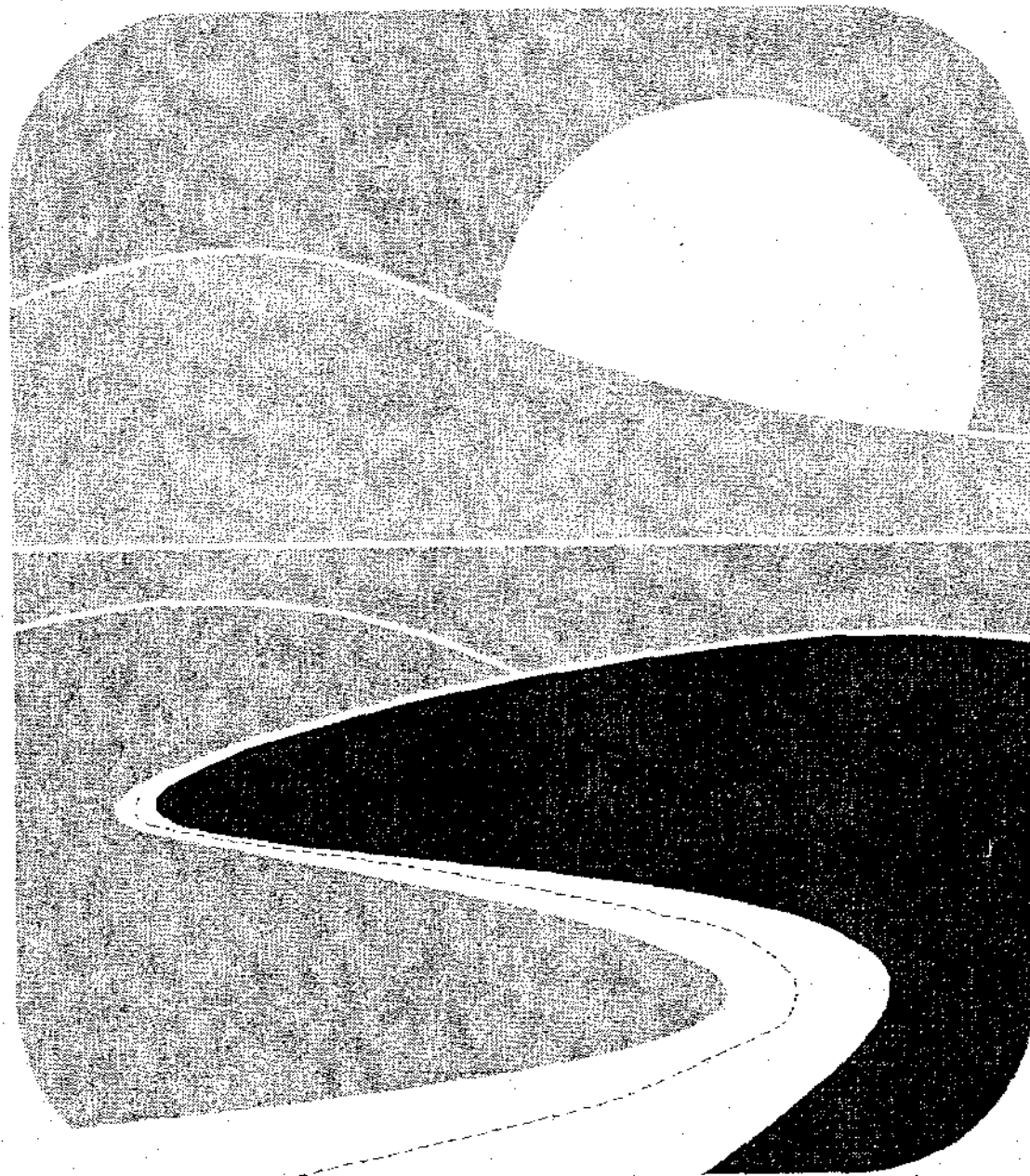
Attest:

  
Clerk of the Board

FRANKLIN COUNTY  
PUBLIC WORKS DEPARTMENT  
3416 STEARMAN AVE. • PASCO, WA 99301-7104

**CRP 584 / SAGEHILL ROAD  
SUBGRADE REPAIR**

ORIGINAL



**CONTRACT PROVISIONS & PLANS**

*Complete document filed with Auditor*

## CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS <sup>th</sup> 13 day of April, 2005, between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and Inland Asphalt Co., hereinafter called the Contractor.

WITNESSETH, this in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for CRP 584 / Sagehill Road Subgrade Repair, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the County of Franklin.

- II. The County of Franklin hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same in accord with the attached plans, specifications, and terms and conditions herein contained; and, hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time, in the manner, and upon the conditions provided for in this contract.
- III. The Contractor himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument in the day and year first below written, and the board of County Commissioners has caused this instrument to be executed by and in the name of said County of Franklin the day and year first above written.

Executed by the Contractor:

April 7, 2005

Date

Inland Asphalt Company

Ken Gibson

Contractor Ken Gibson - Vice President

Foregoing contract reviewed and approved:

April 8, 2005

Date

XL SPECIALTY INSURANCE COMPANY

Surety VICKI SORENSEN, ATTORNEY-IN-FACT

Vicki Sorenson

BOARD OF COUNTY COMMISSIONERS

Franklin County, Washington

Frank H. Brock

Frank H. Brock, Chair

**ABSENT**

Neva J. Gorkrum, Chair Pro Tem

Robert E. Koch

Robert E. Koch, Member

ATTEST:

May Withers

Clerk of the Board

BOND NO. SB0095738

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that Inland Asphalt Co. of Richland as Principal, and XL SPECIALTY INSURANCE COMPANY as Surety, are jointly and severally held and bound unto the County of Franklin, in the penal sum of twenty seven thousand two hundred ninety and 00/100 dollars (\$27,290.00), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors and assign, firmly by these presents.

THE CONDITION of this bond is such that WHEREAS, on the 13<sup>th</sup> day of April A.D. 2005; the said Inland Asphalt Co., Principal, herein, executed a certain contract with the County of Franklin, by the terms, conditions, and provisions of which contract the said Inland Asphalt Co. Principal, herein, agree to furnish all material and do certain work, to wit: Inland Asphalt Co., will undertake and complete the construction of CRP 584 / Sagehill Road Subgrade Repair according to the maps, plans, and specifications made a part of said contract, which contract as so executed, is hereto attached, is not referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by Inland Asphalt Co. undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such contractor or subcontractor with the provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to void otherwise to remain in full force and effect, provided, the liability hereunder for defects in materials or workmanship for a period of one year after the acceptance of the work shall not exceed the sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this bond.

WITNESS our hand this 12TH day of APRIL, 20 05.

Address of local office and agent of Surety Company:

MARSH USA RISK & INSURANCE SERVICES  
15 WEST SOUTH TEMPLE, STE. 700  
SALT LAKE CITY, UT 84101

XL SPECIALTY INSURANCE COMPANY

Surety VICKI SORENSEN, ATTORNEY-IN-FACT

Wick Dore  
Ken Gibson

Principle Ken Gibson - Vice President

APPROVED:

Frank A. Burk  
Chair, Board of Commissioners

FRANKLIN COUNTY RESOLUTION NO. 2005 152

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington.

RE: AMENDMENT NO. 1 TO ECOLOGY GRANT NO. G0400329 BETWEEN STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND FRANKLIN COUNTY SOLID WASTE

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

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

NOW, THEREFORE, BE IT RESOLVED that the attached Amendment No. 1 to Ecology Grant No. G0400329 between the State of Washington Department of Ecology and Franklin County Solid Waste is hereby approved by the Board.

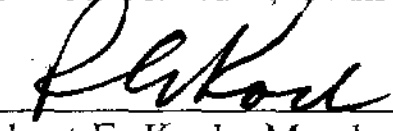
APPROVED this 13 day of April, 2005.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Frank H. Brock, Chair

ABSENT

\_\_\_\_\_  
Neva J. Corkrum, Chair Pro Tem

  
Robert E. Koch, Member

Attest:

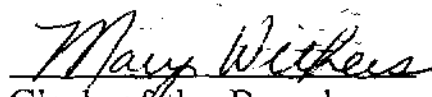
  
Clerk of the Board



EXHIBIT 9  
AMENDMENT NO. 1 TO ECOLOGY GRANT NO. G0400329  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
FRANKLIN COUNTY SOLID WASTE

April 13, 2005

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology (DEPARTMENT) and Franklin County Solid Waste (RECIPIENT).

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

- A. The Maximum Eligible Cost is increased by \$12,000 from \$239,875 to a new total of \$251,875
- B. The Total Grant Amount is increased by \$9,000 from \$179,906 to a new total of \$188,906.
- C. Two New Projects are added to this grant.

A new Project Task #5 – **WASTE REDUCTION AND RECYCLING (WRR) – CAPITAL** is hereby added to the Scope of Work of this grant agreement.

Goal Statement: The goal is to purchase recycled plastic landscape timbers for use in the Benton-Franklin Counties Master Gardener Demonstration Garden as a positive example of attractive, long-lasting recycled materials. This project will educate residents and visitors about recycling.

Maximum Eligible Cost: \$6,000

Project Description: The Benton-Franklin Master Gardener Foundation began construction in the spring of 2000 on their endeavor of creating a 1.5-acre demonstration garden. Twenty-one different theme gardens have been completed. Construction of the last phase of the demonstration is in progress. The Master Gardeners were honored with the designation by the All-American Rose Selection (AARS) Committee as a test garden Site. An AARS Rose Test garden consists of 600 roses that are grown in different climates and locations so they can be tested and evaluated in varied conditions. In order to provide the best conditions for growing, evaluating and viewing these test roses, they have designed raised beds for the roses. Recycled plastic landscape timbers will be used for the project. The Master Gardeners have partnered with the local Rotary Club to help with the installation.

**OUTCOME STATEMENT –**

The RECIPIENT expects this project to provide timbers that are arsenic-free, lightweight and will not rot or decay. The timbers also do not require special tools and equipment to install. This provides better control over the soil, water and cultivation, as well as, providing for "crowd control" to keep people out of the rose beds.

**IMPLEMENTATION/VERIFICATION SCHEDULE – PROJECT 5**

Project Step	Milestone	Contact Date	Status and Comments
1	WRR - Capital	July, 2004	Design Phase
2	WRR- Capital	March 2005	Construction Phase
3	WRR – Capital	September 2005	Completion

A new Project Task #6 – **MODERATE RISK WASTE (MRW) - CAPITAL** is hereby added to the Scope of Work of this grant agreement.

Goal Statement:  
 Recovery from vehicles.

The goal is to purchase a Hydraulic Crane System for Oil Waste

Maximum Eligible Cost: \$6,000

Project Description: Franklin County Solid Waste will purchase a hydraulic crane system to be fit on the back of the oil technician's waste oil recovery vehicle. This will enable the technician to lift 55 gallon drums from the containment onto the back of the truck. The waste oil will then be transported back to the county facility for recycling. The county collects between 16,000 to 18,000 gallons of waste oil annually thorough out 11 waste oil sites. The technician does not always have time to reach all locations in northern part of the county. The hydraulic crane will increase the efficiency of the technician and decrease the risk of injury.

### OUTCOME STATEMENT –

The RECIPIENT expects this project to increase the efficiency of the technician to lift and transport more waste oil in less time. With the purchase of this hydraulic crane system, the technician will be able to visit more sites in the limited time available to him.

### IMPLEMENTATION/VERIFICATION SCHEDULE – PROJECT 6

Project Step	Milestone	Contact Date	Status and Comments
1	WRR - Capital	January 2004	Purchase Hydraulic Crane
2	WRR- Capital	January 2005	Installation completed

D. The Budget is hereby amended and replaced with the following.

### CPG BUDGET

Project Task	Maximum Eligible Cost
1. WRR EDUCATION (WRR)	\$ 153,023
2. RECYCLING OPERATIONS (WRR)	\$8,945
3. HHW COLLECTION AND DISPOSAL (MRW)	\$51,993
4. HHW EDUCATION (MRW)	\$25,914
5. WASTE REDUCTION AND RECYCLING (WRR) – CAPITAL	\$6,000
6. MODERATE RISK WASTE (MRW) - CAPITAL	\$6,000
<b>Total</b>	<b>\$251,875</b>

FUND SOURCE

Total Eligible Cost		\$ 251,875
FUND	FUND SHARE (%)	MAXIMUM FUND AMOUNT
Local Toxics Control Account (LTCA)	75 %	\$ 188,906.25
MATCH REQUIREMENT	MATCH SHARE (%)	MATCH AMOUNT
Cash Match or Interlocal Costs	25 %	\$ 62,968.75

The effective date of this amendment is January 1, 2004. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECEIPT.

This amendment shall expire no later than December 31, 2005. Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and any amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this grant amendment:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Cullen Stephenson  
Program Manager

Solid Waste and Financial Assistance

Date  
5/8/5

Franklin County Solid Waste

X Frank H. Brock 4-13-05  
Authorized Signature Date

X Frank H. Brock  
Print Name of Authorized Official

X County Com.  
Title

Approved as to form only by  
Assistant Attorney General.