

COMMISSIONERS RECORD 46
FRANKLIN COUNTY
Commissioners' Proceeding for June 29, 2005

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Frank H. Brock, Chairman; Neva J. Corkrum, Chair Pro Tem; Bob Koch, Member; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent to work on the county's Grand Old 4th event at TRAC.

OFFICE BUSINESS

Secretary Patricia Shults met with the Board.

Professional Services Contract for Spanish Interpreting Services

Ms. Shults told the Board about Rosie Arteaga's request for amendments to her current Spanish interpreting services contract.

The Board asked Ms. Shults to have Superior Court Administrator Pat Austin handle this matter.

Executive Session at 9:03 a.m. regarding personnel expected to last five minutes.

Open Session at 9:04 a.m.

Vouchers/Warrants

Motion – Mrs. Corkrum: I move for approval of payment of the following vouchers/warrants: Current Expense warrants 45841 through 45880 for \$44,409.63; Current Expense warrants 45881 through 45899 for \$10,265.98; Current Expense warrants 45900 through 45903 for \$1,593.86; Grand Old Fourth warrants 23 through 39 for \$55,847.58; and Veteran's Assistance warrant 1226 for \$1,069.49; for a total of \$113,186.54. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 1)

Recessed at 9:07 a.m.

Reconvened at 9:10 a.m.

Public Works Shop

Mr. Koch asked historically why the county requires county vehicles to be taken to Public Works for service. Mr. Brock said we wanted a record of work done on our own vehicles and we felt they should be able to compete with other businesses on price. Mr. Koch said he would like to obtain some information from a few reputable shops such as Tri-City Battery about their rates and what they would do for the county. Mr. Brock said we're paying ourselves and we're talking about budgets so it's money staying in the county. He said it's a different thing even though the price should be the same or close to

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the same. Mr. Koch said an \$83 tire repair is not acceptable to anybody. He said how do you make a budget with figures like that. Mrs. Corkrum said we'll have to make a decision here as a Board about where service and repairs will be done. Mr. Brock said he thinks the county vehicles should go to the county shop and the price should be set so that we can handle it without going outside. Mr. Koch said we should not just give the county shop a free ride. Even putting the money back into the county, where does this money you put back in go? Mrs. Corkrum said it goes for roads and sheriff's vehicles and to buy equipment. Mr. Brock said the work comes out at a higher rate than it should.

PLANNING AND DEVELOPMENT DEPARTMENT

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

Green Energy Today

Motion – Mr. Koch: I move that we allow this letter to be sent to Green Energy Today.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 2)

Public Meeting: CUP 2005-05, a conditional use permit to operate a gravel pit in the Agricultural Zoning District. The pit originally received approval to operate in 1996 and a re-application occurred in 2003. The applicant is requesting a time extension to CUP 2003-03 that will allow the ability to operate at the site until year 2011. Applicant: Steelman-Duff.

Public Meeting convened at 9:15 a.m. Present: Commissioners Brock, Corkrum and Koch; 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 a copy of an aerial photograph. He reviewed the conditions of approval.

Mrs. Corkrum asked how they will reclaim the site. Mr. MacPherson said they are required to bench it to a minimum of 3:1 slope. This site is owned by the Federal government. We are requiring the applicant to meet the state requirements for reclaiming the site. Mr. Wendt said they will try to revegetate it. Mr. Wendt said the United States Bureau of Reclamation (USBR) will require a lot of the work and we will require copies.

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Motion – Mr. Koch: I move we grant approval for Conditional Use Permit 2005-05 subject to the six findings of fact and 14 conditions. This is Resolution 2005-262.

Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 4)

Public Meeting: CUP 2005-06, application for the operation of an existing agricultural aerial spraying business in the Agricultural Production Zoning District. Applicant: Eastern Washington Spraying Service.

Public Meeting convened at 9:22 a.m. Present: Commissioners Brock, Corkrum and Koch; 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 5).

Mr. MacPherson explained that this business in past years was grandfathered in and received business licenses. However, the ownership has changed. The new owner is seeking a conditional use permit at the request of the Planning Department.

Mr. MacPherson showed the site on an aerial photo.

Mr. Wendt reviewed the conditions of approval.

Boyd Simmons owns Eastern Washington Spraying Service.

Motion – Mrs. Corkrum: I move we grant approval to Conditional Use Permit Application CUP 2005-06 subject to the six findings of fact and 10 conditions. This is Resolution 2005-263. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Public Meeting: CUP 2005-07, application to operate a Bed and Breakfast facility with an emphasis on retreats, small meetings or receptions (such as weddings, reunions or political activities) and group activities. The property is approximately 5 acres in size and is zoned Agricultural Production (A-P). Applicant: Marcellene Davis.

Public Meeting convened at 9:28 a.m. Present: Commissioners Brock, Corkrum and Koch; 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 7). He said the home is close to 13,000 square feet in size if the basement area is included.

Mr. MacPherson showed a copy of an aerial photo with parcel overlay. He said all of the sidewalks and the home are handicapped accessible including an elevator. It

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has a sprinkler system. He showed a copy of a site plan that was submitted by the applicant. He showed a floor plan of the house.

Mr. MacPherson said the applicant wants to concentrate on retreats, small meetings or receptions and group activities rather than a traditional bed and breakfast facility. The only way to do that in the county is to do it as a bed and breakfast conditional use permit.

Mr. Wendt reviewed the conditions of approval.

Motion – Mr. Koch: I move we grant approval to Conditional Use Permit 2005-07 subject to the six findings of fact and 14 conditions. This is Resolution 2005-264. Second by Mrs. Corkrum. 3:0 vote in favor. (Exhibit 8)

Building Permit Fee

Mr. MacPherson asked if the Board wants to charge the county for the building permit fee for the cell tower that will be installed near Kahlotus. Mrs. Corkrum said because it is funded by a grant, we should charge the fee. She said the 911 funds are grant funds also, not Current Expense money. The Planning and Building Department has put in a lot of work. Mr. Koch said it will require some inspections.

Mr. MacPherson said we have to pay the state a fee also.

PUBLIC WORKS

Engineer Tim Fife met with the Board. Present in audience: Pam Reynolds of Public Works Department, Dustin Beck of Transtate Paving, Doug Migas of Inland Asphalt, and Stewart Hilmes of Hilmes Construction, Inc.

Green Energy Today

Motion – Mrs. Corkrum: I move we approve the letter to U.S. Bureau of Reclamation regarding Green Energy Today easement on Franklin County property. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Bid Opening: CRP 583/Garfield Road Improvement

Bid Opening convened at 9:47 a.m. Present: Commissioners Brock, Corkrum and Koch; Engineer Tim Fife; and Clerk to the Board Mary Withers. Present in audience: Pam Reynolds of Public Works Department, Dustin Beck of Transtate Paving, Doug Migas of Inland Asphalt and Stewart Hilmes of Hilmes Construction, Inc.

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Three bids were received:

Hilmes Construction, Othello	\$255,836.50
Transtate Paving, Pasco	\$273,860.75
Inland Asphalt, Richland	\$273,881.00
Engineer's estimate:	\$285,817

Mr. Fife said the bids will be reviewed and he will ask the Board to award the bid at 11:30 a.m. today.

Chiawana Park Interlocal Agreement: City of Pasco

Mr. Fife has received a draft interlocal agreement from the City of Pasco for operation of Chiawana Park.

Legislation

The engineers association hired a person on a half-time basis through the Washington State Association of Counties (WSAC) to track legislative bills and notify engineers. It worked quite well. The engineers association would like to increase to a full-time year-round lobbyist for matters related to county roads and work through WSAC to do that. Mr. Fife supports it.

Sagemoor – Taylor Flats Road intersection

Mr. Koch asked Mr. Fife about a car accident. A person called Mr. Koch to request that a Stop Ahead sign be placed. Mr. Fife said there was a Stop Ahead sign in place. Mr. Fife will be reviewing the rumble strip policy to see if a rumble strip would be appropriate at this location.

PROSECUTOR

Prosecutor Steve Lowe and Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

General Terms and Conditions contract with DSHS

Mr. Verhulp said the elected prosecutors state-wide have agreed as to how the Board should respond in terms of signing the current agreement as it is proposed with a letter attached to the agreement referencing that some of the language has been in conflict in the agreement. The letter states the prosecutors' and Board's interpretation of the

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language, basically meaning that the interpretation will be nothing changes for the next year in terms of how the agreement is handled.

Mr. Lowe said we would encourage you as commissioners to get WSAC involved at the state level with the Department of Social and Health Services (DSHS) on this issue. The issue really is who is going to be responsible for a county's subcontractors. The state wants the county to insure the state for subcontractors' acts and omissions. We're saying we're not in the business of doing that. Mr. Lowe said the letter states the contract is approved showing that each person is responsible for their own liability in these contracts. We can accept that and control that. Mr. Lowe said this is a one-year contract instead of a five-year contract. Negotiations are needed to prepare the next contract.

WSAC has not been involved and has not indicated an interest in getting into this fight. The prosecutors association would like to have WSAC be involved. Mr. Lowe asked the Board to contact WSAC to ask them to get involved as an organization.

Mr. Brock requested that a copy of the letter be sent to Bill Vogler at WSAC.

Mr. Verhulp recommended the contract and letter go out today because the deadline is tomorrow.

Motion – Mrs. Corkrum: I move we approve the letter to Kathleen Brockman, Chief Administrative Officer of Central Contract Services, Department of Social and Health Services, regarding General Terms and Conditions of contracts. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

Motion – Mrs. Corkrum: I move we approve Resolution 2005-265 regarding DSHS and county agreement on general terms and conditions, contract #0583-72025 effective July 1, 2005, through June 30, 2006. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

Mr. Verhulp suggested that the chairman also sign or initial Part A since he is signing Part B. Part A and Part B were both noted in the resolution.

Claim

Mr. Verhulp said a letter has been sent to Captain Rick Long of the Jail to perform an investigation about a jail matter. The county has not received an official claim.

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Personnel

Mr. Lowe told the Board about changes in staffing in his department. Paige Sully, the chief criminal deputy, is leaving county employment. Mr. Lowe said it will cost about \$15,000 for the cashout for her in addition to funds he has available in his department. Michelle McMillen is being promoted to chief criminal deputy. Attorneys Brian Hultgrenn and Shawn Sant will be switching to felony cases. Mr. Lowe is interviewing recent law school graduates for other positions.

Executive Session at 10:13 a.m. regarding special claim between the City of Pasco and the county expected to last five minutes.

Open Session at 10:15 a.m.

Risk Pool

Mrs. Corkrum asked if Mr. Lowe is still the alternate on the Risk Pool. Mr. Lowe said he is. However, he did not know he was still on the underwriting committee.

Mr. Lowe invited the commissioners to attend the Risk Pool meeting in July.

Recessed at 10:18 a.m.

Reconvened at 10:28 a.m.

2-1-1 TELEPHONE INFORMATION AND REFERRAL SERVICE

Marilyn Davis, United Way Vice President of Operations, and Marilyn Mason Plunkett, Chief Executive Officer of People For People, met with the Board.

2-1-1

Ms. Davis said we are here to tell you about 2-1-1 and ask you for financial support, endorsements, or anything you can do to support 2-1-1.

2-1-1 is a three-digit telephone number that connects people to community services. Thirty-two states have already adopted 2-1-1. We want to bring that to Benton and Franklin Counties by the end of this year or the first of next year. The planning has been going on for about three years. Periodically United Way of Benton and Franklin Counties conducts needs assessments. They have found there is a serious lack of coordination among service providers and a lack of knowledge among people. 2-1-1 would bring about a service system that will help people find help and give help. Trained people answer the phone. When calls come in, they talk to the person and find out what

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the issues are and what kind of assistance is needed, then connect them to services that are closest to the person. The objective is to always have it be a real, trained person, not an answering machine. 2-1-1 can also provide a backup to 9-1-1. Two examples of this are after September 11 in New York and after hurricanes in Florida.

Three years ago the Washington Information 2-1-1 organization was formed as a not-for-profit group. The United Way president serves on the Board of Directors. The plan is to have eight call centers in Washington, six on the west side and two on the east side. People For People has been designated to be the call center for our area of the state which includes 12 counties. People For People was chosen because they are a multi-faceted, not-for-profit organization that has existed in Yakima for 40 years. Ms. Davis explained other things that People For People has done. The 12-county area has been dubbed the Greater Columbia Region. The first five counties scheduled to become operational in year one are Benton, Franklin, Kittitas, Yakima and Walla Walla. Adams, Chelan, Douglas, Grant, Klickitat, Lincoln and Okanogan Counties will come on line in the second year.

The funding system is anticipated to be a third Federal, a third state, and a third local. The startup cost is \$113,000 and the first-year operation cost is \$314,000. The Washington Information Network (WIN) is working closely with Congress to try to obtain grant funding. There are already provisions in Homeland Security bill for 2-1-1. The Washington state legislature approved some funding, primarily for infrastructure, which becomes available July 1, 2005. People For People is putting in a proposal to get our fair share based on population.

Mr. Brock asked who will distribute the money? Ms. Mason-Plunkett said it will be going through the WIN 2-1-1 board. Ms. Davis said the City of Yakima has provided \$15,000 to People For People. A Boeing Employee Challenge Grant provided \$26,000. Our Benton-Franklin United Way sent \$20,000. We are talking to civic groups asking for help. We met with the Benton County Commissioners and the Richland City Council. KNDU TV has given confirmation that they will help get the word out and promote the importance of 2-1-1. Mr. Brock asked if Benton County committed a specific amount. Ms. Davis said no, but they mentioned an \$18,000 figure based on population.

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Ms. Davis said 2-1-1 in no way duplicates other things that are going on.

Ms. Mason-Plunkett said People For People's current work includes a call center, transportation work and Workforce Development training. The 2-1-1 system would also be available through the internet using a statewide data base.

Mrs. Corkrum asked if Federal and state funding will be ongoing. Ms. Davis said we certainly hope so. Mrs. Corkrum said our source of funding for 9-1-1 is the 25 cents on phone bills. She was wondering if there was money under Homeland Security. Mr. Koch said he thinks Homeland Security funding will be decreasing considerably each year. Mr. Brock said to have it in perpetuity, there needs to be a constant source of funding. Ms. Mason-Plunkett said we're hoping to get ongoing operating and capital funding from the state legislature.

The Board asked can you make a formula based on a per capita figure?

Ms. Davis said yes. Ms. Mason-Plunkett said Benton County said \$18,000 for Benton and \$6000 for Franklin County, according to population. Mrs. Corkrum said it would have to be proportionate. Ms. Mason-Plunkett said she thinks after the initial funding, there will be Federal and state funding available. Ms. Davis said the Gates Foundation put in an enormous amount for the planning stages.

Ms. Davis said there is talk of moving this beyond the state of Washington and making it a Northwest operation.

TREASURER

Treasurer Jenny Zacher met with the Board.

New Excise Tax Law

A new excise tax law will take effect Friday. It is a fee on the exempt property. Presently we collect a \$2 processing fee on every real estate excise affidavit that is exempt. Because of electronic technology that is expected, the state eventually wants us to shift the records electronically. The \$2 fee is being raised to \$5.

In addition, the county fee is a second \$5 which is collected and stays here for the electronic software. There is no state fee.

Executive Session at 10:55 a.m. regarding personnel expected to last five minutes.

Open Session at 11:02 a.m.

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INFORMATION SERVICES

Information Services Director Kevin Scott and Dispatch Lieutenant Pat Hogan met with the Board.

Bid Opening: Kahlotus Cell Tower

Bid opening convened at 11:03 a.m. Present: Commissioners Brock, Corkrum and Koch; Information Services Director Kevin Scott; Dispatch Lieutenant Pat Hogan; and Clerk to the Board Mary Withers. Present in audience: Lee Petty of _____ and Dan Gier of Tetra Tec.

Five bids were received:

Apollo, Kennewick	\$302,692.00
Sitemaster, Tulsa, OK	\$349,140.00
Day Wireless	\$345,206.50
FST Consulting, Tempe, AZ	\$317,297.00
Radian Communications Services, Bothell	\$264,931.00

Mr. Scott said the cost of the project was estimated to be approximately \$275,000. Mr. Hogan said we put \$250,000 in as a contingency amount. The bids will be reviewed this afternoon by the consultant. The bid is expected to be awarded at the Board meeting next Wednesday, July 6.

Mr. Petty asked, "Did Radian acknowledge the addendum?" Mr. Scott said yes.

Recessed at 11:08 a.m.

Reconvened at 11:11 a.m.

VOUCHERS

Motion – Mr. Koch: I move for approval of payment of County Road Fund Payroll for \$68,384.54; and Motor Vehicle Fund Payroll for \$9660.45. Second by Mrs. Corkrum. 3:0 vote in favor.

COUNTY ADMINISTRATOR

County Administrator Fred Bowen met with the Board.

Grand Old 4th

Current budget figures for Grand Old 4th were reviewed.

Mr. Bowen gave an update on the Grand Old 4th work.

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Courthouse Restoration

Proposed Change Orders were reviewed. The total amounts to \$289,966.77. The biggest change order is for the paint removal for \$220,132. We wanted to encapsulate the paint but it is so loose that it is peeling easily. The Board asked how much the change will slow the project. Mr. Bowen said by 20 to 25 days. Lydig is charging \$1400 per day for delays. The \$220,132 includes the delay amount, B&O taxes, and everything else.

Mr. Brock asked shouldn't someone else have been aware of this? Mr. Bowen said they're telling me that if it was just paint that needed to come off, it would probably be a third to half of the cost for doing this work. The original intention was to encapsulate it. But because it is lead paint, HASMAT teams are required. That tripled the price. Mr. Brock said he understands but why was this not discovered to begin with? We hired experts. He feels the share of responsibility should be spread around.

Mr. Bowen said Eric _____ made the comment "the design team failed you."

Mr. Bowen asked the architects for a total bottom line change order figure, not piecemeal. Brian Johnston of CKJT Architects said he will not charge the county anything for this work. Mr. Bowen told Mr. Johnston he's not asking him to work for nothing. Mr. Johnston told Mr. Bowen, "It's the least I can do."

Mr. Brock said that should have been discovered to begin with.

Cardwell Architects was the expert in restoration. Mr. Brock said they're an expert so they should have known about the calcimine because it was used in the time the courthouse was built. Mr. Bowen said calcimine is not the problem. What happened was the paint just does not adhere to the surface. Mr. Brock said even if calcimine isn't the problem, someone should have checked to see if calcimine is going to be encapsulatable.

Mr. Brock said he is looking for someone else to share the responsibility. He thinks we have to go ahead with the work. Mr. Bowen said it is not Lydig's problem. They bid the job based on plans and specs set in front of them. The responsibility would have to go back to our historical architects and CKJT. Mrs. Corkrum said we didn't hire the historical architects; they were hired through CKJT. Mr. Bowen said the historical architects and their experience weighed really heavily on who would be hired as our main

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architects. Our requirements in the request for proposal stated we wanted someone who had experience.

Mr. Brock said we have to go forward but he thinks we have to consider repercussions on it.

Mr. Bowen said he told Mr. Johnston that "We hired Cardwell to come in here. They have 25 projects. You can't tell me they haven't experienced this before. We paid \$50,000 for a feasibility study to make sure we have this up front. You mentioned there would be a change order to paint but if you would have told me a \$250,000 change order, I would have budgeted that in." He said the significance of the impacts were not told to me.

The other potential change orders (PTO) were reviewed:

PCO 62 for \$646 to add an electrical switch at casework in courtrooms.

Mr. Bowen requested the work.

PCO 69 for \$4769. Exterior walls were wavy so we approved about \$6000 to fir the walls out and make them straight. It worked out for the best because it was insulated at the same time so now there is double insulation. The \$4769 is to fir out the window trimming.

PCO 70 for \$2954. Two windows inside the Auditor's and Treasurer's vault had a louver coming through. Mr. Bowen asked why that wasn't in the original bid. The explanation was they were specific that the louvers needed to be removed but weren't specific enough to tell them to rebuild and refir that area.

PCO 80 for \$9569 was for iron castings. Photos were reviewed of the handrails on the second floor in front of the courtrooms. The workers tried to weld it but it wouldn't weld. They will add a boot and slip it inside. It will cost about \$9569 versus \$20,000. Mr. Bowen showed the Board the difference on the photos. Only one will have the decoration. The original handrails were plain. He asked if the Board wants to go back to the original design costing \$20,000 or use the new design costing \$9569.

The Board wants to use the new material. Mr. Bowen said the contractor was too far along to back up and start over. Mrs. Corkrum questioned why it wasn't noticed earlier.

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PCO 81 for \$4102. The eagle needs to be taken down and cleaned. This figure is now the total cost. The first figure was to gild the eagle with gold leaf. Mr. Bowen asked why can't you do it with brass leaf. Apparently brass does not weather very well on the outside. Mr. Bowen asked the contractor to check on copper gilding. He asked the Board if they wanted to have the eagle gilded. The Board said yes. Mr. Koch said that's another one to question why wasn't that in the original plans. Mr. Bowen said that's a good question. The eagle wasn't gilded originally. It's made of plaster of Paris and is painted over. The Board can decide if the eagle should have gold coloring or be left alone.

Another change order will be a coating on the dome to stop it from turning green. Mrs. Corkrum said we talked about that earlier. She thought they said it wasn't feasible because the dome would look like a snakeskin, some smooth and some yucky looking. Her memory is the architect did not recommend the coating because as the coating wears off, parts would stay bright and other parts would not. Mr. Bowen said that's right. It would have to be retreated at times or left alone and have the patina change. Mrs. Corkrum asked is it possible to treat it to keep it at its luster? Mr. Bowen said that's his understanding. Mrs. Corkrum said if we can, I would be in favor. She asked Mr. Bowen to find out the cost. Mrs. Corkrum said the people that have talked to her do not want the dome to tarnish. Mr. Koch said with the amount of money to put the copper dome in, he thinks it should be sealed.

PCO 84 for \$1723. The original material specifications to go over the terracotta on the outside (the trim that was white and is now tan) will not work. They are recommending for our own benefit to move to a different type of glazing that will seal that. Mr. Brock said didn't they check it? When their recommendations don't work, then they come back with a change order. Mr. Bowen said the manufacturer who spec'd out the material that was originally wanted is now recommending a different solution.

Mr. Brock said they keep coming up with things that we shouldn't have to pay for. Mrs. Corkrum said because it's a remodel of a 100-year-old building, didn't we expect change orders? Mr. Bowen said it will go back on the architects to begin with because we paid \$53,000 for them to tell us that the construction costs would be

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\$7,500,000. They were off \$1.2 million on that one. Our original estimates had a 10% change order and we also had about \$200,000 for contingencies. We had about \$1.2 million set aside for change orders to handle all of this. It goes back on the architects. If the bid would have come in at \$7.5 million and we had this amount in there for change orders, we'd be saying okay, it's still within our change orders so we're fine. When we decided to take the bid, we cut the change order amount out and said we're going to take a chance.

Mr. Bowen said he is aware of another \$30,000 of potential change orders.

The funds for the change orders will come out of our Rainy Day fund.

Mrs. Corkrum said we hope to repay the Rainy Day Fund with state funding for historical courthouse restoration. Mr. Bowen said we're at roughly \$700,000 now in change orders. We are still within the \$800,000 that was allocated.

Mr. Brock said he thinks we've been taken advantage of by the ineptness of people we have hired.

Mr. Bowen asked for consensus from the Board to move forward. The Board gave **consensus approval**.

OTHER BUSINESS

Engineer Tim Fife met with the Board. He asked for approval of a bid award.

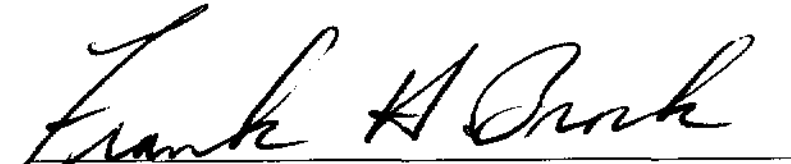
Motion – Mr. Koch: I so move that we accept the bid to Hilmes for CRP 583/Garfield Road for the amount of \$255,836.50. Second by Mrs. Corkrum. 3:0 vote in favor.
(Exhibit 12)


Adjourned at 11:56 a.m.

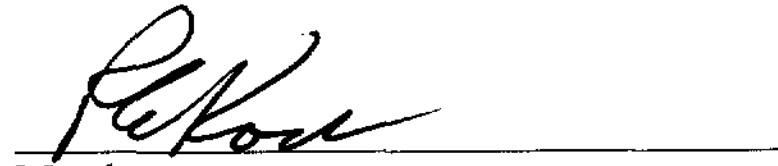
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until July 6, 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed July 11, 2005.

Franklin County Auditor

1016 North 4th Avenue
Pasco, WA 99301

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

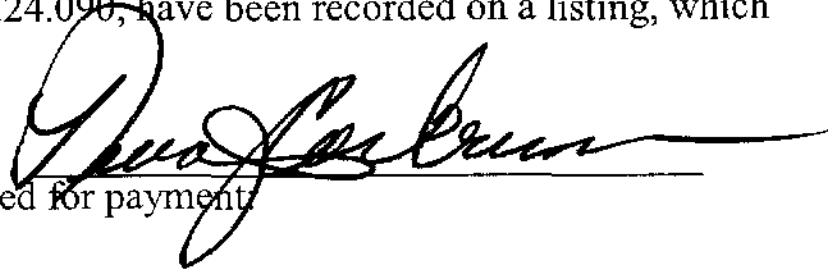
P.O. Box 1451
Pasco, WA 99301

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Franklin County Commissioners:

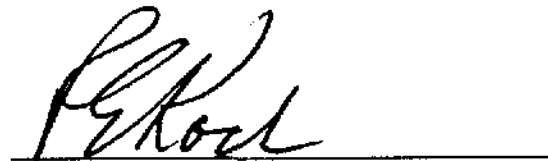
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, June 29, 2005,
Move that the following warrants be approved for payment



<u>FUND</u> <u>Expenditures</u>	<u>WARRANT</u> <u>Range</u>	<u>AMOUNT</u> <u>Issued</u>
Current Expense	45841-45880	\$44,409.63
Current Expense	45881-45899	\$10,265.98
Current Expense	45900-45903	\$1,593.86
Grand 'Ole Fourth	23-39	\$55,847.58
Veteran's Assistance	1226	\$1,069.49

In the amount of \$113,186.54. The motion was seconded by
And passed by a vote of 3 to 0.



June 29, 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

June 29, 2005

Green Energy Today, LLC
Attn: Jerry Straalsund, CEO
1305 Mansfield - Suite 6
Richland, WA 99352

RE: Green Energy Today Hydroelectric Plant Project

Dear Mr. Straalsund:

The Board of County Commissioners would like to thank you for your presentation on June 27, 2005 regarding your proposed hydroelectric plant project and the associated easement request.

After discussion, the Board encourages you to contact the County's Planning and Building Department regarding the necessary land use permitting process for your proposed project. This land use process is required to be completed prior to the consideration of any easements regarding County owned property. While the Board clearly recognizes your need to expedite and obtain easement consideration and approval, the necessary land use permitting process cannot be circumvented.

The Franklin County Planning and Building Department is available to assist you with the land use process in as timely a manner as possible.

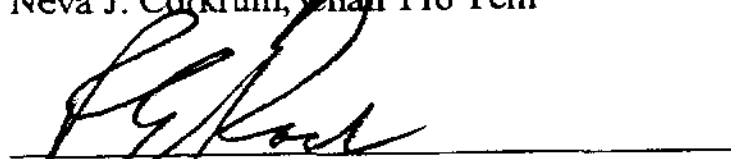
Again, thank you for your inquiry.

Sincerely,

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


Frank H. Brock, Chairman


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Steelman-Duff	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: June 29, 2005	Execute Contract	Public Hearing
Subject: CUP 2005-05, a conditional use permit application to operate a gravel pit in the Agricultural 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 CUP to operate a gravel pit and amend previously approved CUP's 96-08 and 2003-03.

Stelman-Duff applied for and was approved to operate a gravel pit on USBR owned property in February 1997 (CUP 96-06) and 2003 (CUP 2003-03) at this site location. Each CUP was granted with a time limit.

The applicant wishes to amend the previous land use approvals and continue gravel pit operations at the site until 6/30/2011.

The materials from the site will be used for the McNary Pool improvement (DOT) at SR 124 to McNary So. of Hwy US 12. The applicant plans to reclaim and close the pit. A SEPA Review (for both a gravel pit and an asphalt plant) was completed for the site as part of CUP #96-06 and CUP 96-08.

SUMMARY

The Planning Commission held a public hearing on June 7, 2005 and recommended **APPROVAL** (unanimous vote) with the following six (6) findings of fact and fourteen (14) conditions.

Findings of Fact:

1. The operation of a gravel pit in the A-P Zoning District **IS** in accordance with 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.
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:

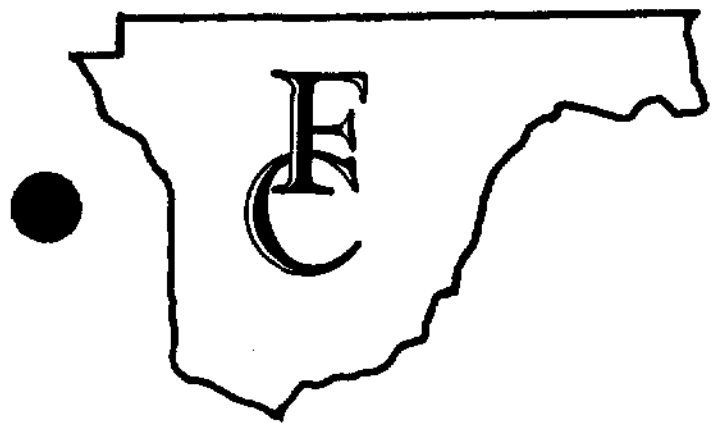
- (1) This approval allows Steelman-Duff an extension to operate a gravel pit along the Pasco-Kahlotus Highway in Franklin County. Original CUP approvals (CUP-96-06 and CUP 2003-03) granted approval for pit operations through June 30, 2005. The granting of this CUP will extend this timeline and ensure the reclaiming and closure of the site.
- (2) This approval grants Steelman-Duff an extension to continue operating at this site until **June 30, 2011**.
- (3) Applicant shall supply the Planning Department a copy of the license agreement between the USBR and Steelman-Duff to operate mining activities at this site. This documentation shall be current for the timeline approved by this CUP. **This shall be supplied to the Planning and Building Department no later than 30 days after CUP approval.**
- (4) If the applicant plans to operate a temporary asphalt plant at the site, this CUP approval will accommodate this use. A SEPA Review and CUP (CUP 96-08) were completed for this use with timelines in 1996. Applicant shall ensure all Ecology standards are complied with for this use. No further activities shall occur on the site after June 30, 2011.
- (5) The applicant shall supply the Planning Department with the required approvals(s) from the State of Washington and/or the Department of Ecology for the pit and asphalt operation.
- (6) To ensure the adequate restoration and closure of the pit site by the applicant, the following information/documentation shall be addressed in written form by the applicant and accepted with approval by the Planning and Building Department. **This shall occur no later than 30 days after CUP approval.**
 - a. Describe the current state of the site and the applicant's plans for restoring and closing the site;
 - b. Applicant shall address the issue of slopes on the property. Slopes will be required to be no greater than '3-1' (Dept of Natural Resources methods/calculations may be utilized for benches etc.);
 - c. Re-vegetation is required and discussion of re-vegetation plans shall occur;
 - d. A statement (with signature) by the applicant that the site will be restored/reclaimed as discussed in the associated above documents and the date for reclamation completion. (The County will conduct a site visit on this completion date to ensure compliance).
- (7) The property shall remain free of any fire hazards, including but not limited to weeds and debris.
- (8) For emergency response, there shall be an approved access lane provided at the site of at least 12 feet wide with four (4) ft clear area on each side, kept passable at all times.

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CUP 2005-05

- (9) For fire prevention, there shall be a clear area/fire break of 20' maintained around the pit.
- (10) All conditions of approval from the previous CUP approvals on this site shall be considered active and applicable for this current CUP approval.
- (11) Steelman-Duff is required to obtain a Franklin County Business Registration on an annual basis.
- (12) If Steelman-Duff, Inc., chooses in the future to transfer this approval to any other corporation or entity, the Planning Department shall be notified of this change and a new business registration granted. All conditions and requirements will continue for the new applicant.
- (13) 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.
- (14) 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-2005-05, subject to the six (6) findings of fact and fourteen (14) conditions.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 262

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

RE: A Conditional Use Permit (CUP 2005-05) to operate a gravel pit in the Agricultural Production (A-P) Zoning District. The Pit originally received approval to operate in 1996 and a re-application occurred in 2003. The applicant is requesting a time extension to CUP 2003-03 that will allow the ability to operate at the site until Year 2011.

WHEREAS, on June 29, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2005-05 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Steelman-Duff, Inc., 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 June 7, 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-2005-05**.

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 29th DAY OF JUNE 2005.

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

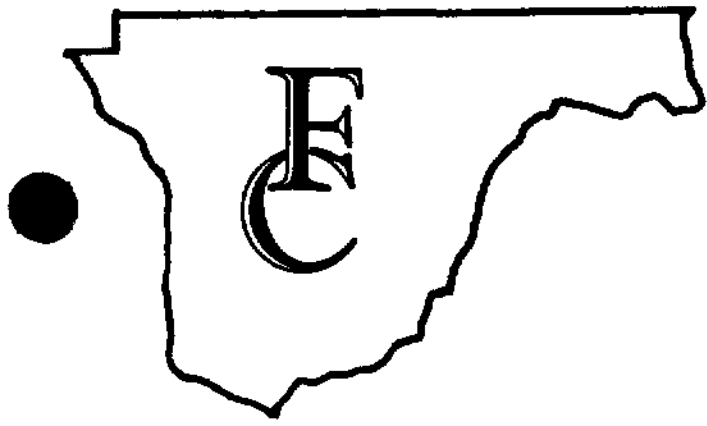
Frank H. Brink
Chairman

Dana Larkman
Chair Pro Tem

PEKool
Member

Attest:

Mary Withers
Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

FRANKLIN COUNTY COMMISSIONERS CONDITIONAL USE PERMIT NO. 2005-05

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Resolution Number 2005 262

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 June 29, 2005.

APPLICANT:

Steelman-Duff, Inc., 1490 Fair Street, Clarkston, WA 99403.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

A portion of the Southwest quarter of Section 13, Township 9N., Range 30E., W.M., Franklin County, Washington.

NON-LEGAL DESCRIPTION: The land is located east of the City of Pasco, near Locust Water Road and the Smith Canyon area, on the north side of the Pasco-Kaholuts Road (Parcel Number 113-180-022).

CONDITIONAL USE:

A Conditional Use Permit to operate a gravel pit in the Agricultural Production (A-P) Zoning District. The Pit originally received approval to operate in 1996 and a re-application occurred in 2003. The applicant is requesting a time extension to CUP 2003-03 that will allow the ability to operate at the site until Year 2011.

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

Findings of Fact:

1. The operation of a gravel pit in the A-P Zoning District IS in accordance with goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-05

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2005 262

Resolution Number _____

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 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. This approval allows Steelman-Duff an extension to operate a gravel pit along the Pasco-Kahlotus Highway in Franklin County. Original CUP approvals (CUP-96-06 and CUP 2003-03) granted approval for pit operations through June 30, 2005. The granting of this CUP will extend this timeline and ensure the reclaiming and closure of the site.
2. This approval grants Steelman-Duff an extension to continue operating at this site until **June 30, 2011**.
3. Applicant shall supply the Planning Department a copy of the license agreement between the USBR and Steelman-Duff to operate mining activities at this site. This documentation shall be current for the timeline approved by this CUP. **This shall be supplied to the Planning and Building Department no later than 30 days after CUP approval.**
4. If the applicant plans to operate a temporary asphalt plant at the site, this CUP approval will accommodate this use. A SEPA Review and CUP (CUP 96-08) were completed for this use with timelines in 1996. Applicant shall ensure all Ecology standards are complied with for this use. No further activities shall occur on the site after June 30, 2011.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-05

Page 4

Resolution Number 2005 262

5. The applicant shall supply the Planning Department with the required approvals(s) from the State of Washington and/or the Department of Ecology for the pit and asphalt operation.
6. To ensure the adequate restoration and closure of the pit site by the applicant, the following information/documentation shall be addressed in written form by the applicant and accepted with approval by the Planning and Building Department. **This shall occur no later than 30 days after CUP approval.**
 - a. Describe the current state of the site and the applicant's plans for restoring and closing the site;
 - b. Applicant shall address the issue of slopes on the property. Slopes will be required to be no greater than '3-1' (Dept of Natural Resources methods/calculations may be utilized for benches etc.);
 - c. Re-vegetation is required and discussion of re-vegetation plans shall occur;
 - d. A statement (with signature) by the applicant that the site will be restored/reclaimed as discussed in the associated above documents and the date for reclamation completion. (The County will conduct a site visit on this completion date to ensure compliance).
7. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
8. For emergency response, there shall be an approved access lane provided at the site of at least 12 feet wide with four (4) ft clear area on each side, kept passable at all times.
9. For fire prevention, there shall be a clear area/fire break of 20' maintained around the pit.
10. All conditions of approval from the previous CUP approvals on this site shall be considered active and applicable for this current CUP approval.
11. Steelman-Duff is required to obtain a Franklin County Business Registration on an annual basis.
12. If Steelman-Duff, Inc., chooses in the future to transfer this approval to any other corporation or entity, the Planning Department shall be notified of this change and a new business registration granted. All conditions and requirements will continue for the new applicant.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-05**

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Resolution Number 2005 262

13. 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.
14. 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:

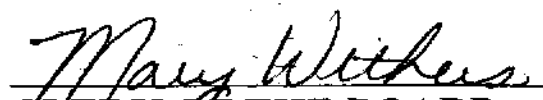
NOTHING IN THIS PERMIT SHALL BE CONSTRUED AS EXCUSING THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL STATUTES, ORDINANCES, OR REGULATIONS APPLICABLE TO THIS PROJECT OTHER THAN THE PERMIT REQUIREMENTS OF THE CONDITIONAL USE PERMIT OF FRANKLIN COUNTY. THIS PERMIT APPLIES TO THE ABOVE DESCRIBED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

This Conditional Use Permit issued this 29th day of June 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: Eastern Washington Spraying Service	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: June 29, 2005	Execute Contract	Public Hearing
Subject: CUP 2005-06, a conditional use permit application to operate an existing agricultural aerial spraying business in the Agricultural Production Zoning District.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: Public Meeting
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

Eastern Washington Spraying Service has been located and operational at its current site near Hope Valley Road for many years. Under the previous owner, the operation was considered a non-conforming use that annually obtained a Franklin County Business Registration. The non-conforming status was explained to the property owner in County Resolution 2001-033.

With its recent ownership change, the County has requested that the business obtain approval under the County Zoning Ordinance. CUP approval would allow the business to conform to the Zoning Code.

For more than 40 years the business has involved custom aerial spray applications. The property consists of a runway, loading area, and two hangers.

SUMMARY

The Planning Commission held a public hearing on June 7, 2005 and recommended **APPROVAL** (unanimous vote) with the following six (6) findings of fact and ten (10) conditions.

Findings of Fact:

1. An agricultural aerial spraying business in the A-P Zoning District **IS** in accordance with 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.
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.

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CUP 2005-06

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:

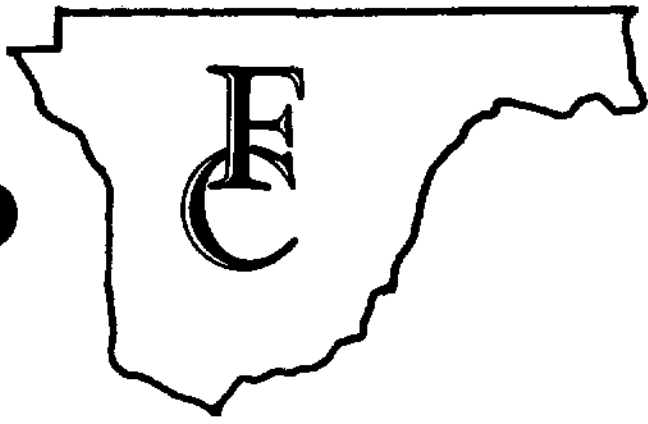
1. Approval allows Eastern Washington Spraying Service, a business that focuses on custom aerial spray applications, to continue operations in the A-P Zoning District. The property consists of a runway, loading area, and two hangers.
2. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
3. Applicant shall continue to ensure all licensing and applicator requirements for the State of Washington and the Dept of Agriculture continue to be met.
4. Applicant shall comply with all Department of Agriculture requirements for the Mixing and Storage of chemicals. MSDS reports may be necessary for the activities on the site to ensure that certain mixing and storage procedures/requirements are met for the activities on the site.
5. Because this location is not within a Fire District, there is no District to respond to this site for fire suppression. It is the responsibility of the business owner to provide fire suppression at the site.
6. The activities on the site shall be in compliance with the requirements of the Benton-Franklin Health Department at all times. This includes standards for a public water supply at the facility and an on-site approved septic disposal system.
7. The following separation standards shall be required for all new and/or future structures placed at this site:
 - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or road easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or road easement which ever is greater.
 - b. Rear yard setback: Twenty-five (25) feet.
 - c. Side yard setback: Twenty (20) feet.
 - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.
8. Approach permits are required for any new approaches onto County roads.

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CUP 2005-06

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-2005-06, 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 263

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

RE: A Conditional Use Permit (CUP 2005-06) to operate an existing agricultural aerial spraying business in the Agricultural Production (A-P) Zoning District.

WHEREAS, on June 29, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2005-06 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Eastern Washington Spraying Service (Boyd Simmons), 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 June 7, 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-2005-06**.

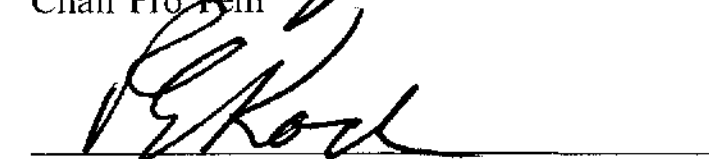
NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be **APPROVED** in accordance with the provisions of the Franklin County Development Regulations and as recommended by the Planning Commission.

SIGNED AND DATED THIS 29th DAY OF JUNE 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

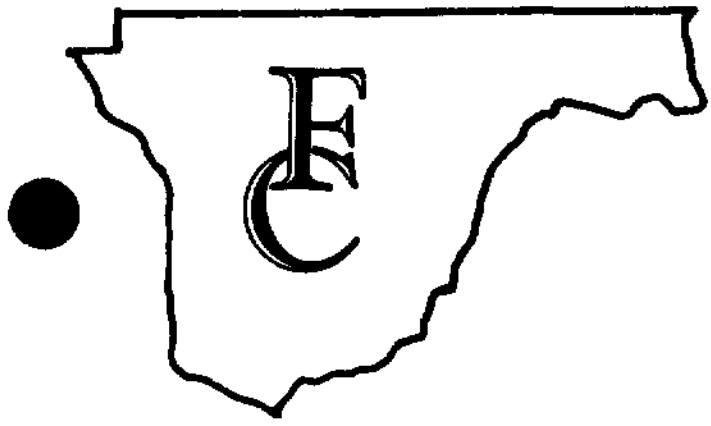

Chairman


Chair Pro Tem


Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

FRANKLIN COUNTY COMMISSIONERS CONDITIONAL USE PERMIT NO. 2005-06

Page 2

Resolution Number 2005 263

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 June 29, 2005.

APPLICANT:

Boyd Simmons, PO Box 99, Eltopia, WA 99330.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

Lot 3, Short Plat 97-28.

NON-LEGAL DESCRIPTION: The land is located north of Eltopia West Road, approximately 1 mile east of Glade North Road, at the intersection of Hooper Road and Hope Valley Road near site address 3082 Hope Valley Road (Parcel Number 122-670-102).

CONDITIONAL USE:

A Conditional Use Permit to operate an existing agricultural aerial spraying business in the Agricultural Production (A-P) Zoning District.

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

Findings of Fact:

1. An agricultural aerial spraying business in the A-P Zoning District **IS** in accordance with 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.
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.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-06**

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Resolution Number 2005 263

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 allows Eastern Washington Spraying Service, a business that focuses on custom aerial spray applications, to continue operations in the A-P Zoning District. The property consists of a runway, loading area, and two hangers.
2. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
3. Applicant shall continue to ensure all licensing and applicator requirements for the State of Washington and the Dept of Agriculture continue to be met.
4. Applicant shall comply with all Department of Agriculture requirements for the Mixing and Storage of chemicals. MSDS reports may be necessary for the activities on the site to ensure that certain mixing and storage procedures/requirements are met for the activities on the site.
5. Because this location is not within a Fire District, there is no District to respond to this site for fire suppression. It is the responsibility of the business owner to provide fire suppression at the site.
6. The activities on the site shall be in compliance with the requirements of the Benton Franklin Health Department at all times. This includes standards for a public water supply at the facility and an on-site approved septic disposal system.
7. The following separation standards shall be required for all new and or future structures placed at this site:
 - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or road easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or road easement which ever is greater.
 - b. Rear yard setback: Twenty-five (25) feet.
 - c. Side yard setback: Twenty (20) feet.
 - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.
8. Approach permits are required for any new approaches onto County roads.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-06

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2005 263

Resolution Number _____

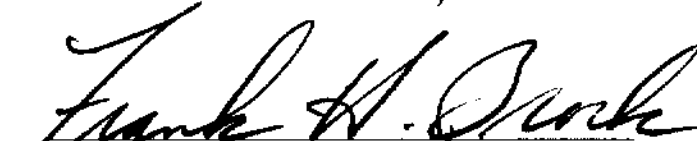
9. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
10. This permit applies to the described lands and shall be for the above named individual and/or his heirs and 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.

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 29th day of June 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: Marcellene Davis	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: June 29, 2005	Execute Contract	Public Hearing
Subject: CUP 2005-07, a conditional use permit application to operate a Bed and Breakfast Facility in the A-P Zoning District.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The applicant has applied to operate a Bed and Breakfast Facility with an emphasis on retreats, small meetings or receptions (such as weddings, re-unions or political activities) and group activities. The property is approximately 5 acres in size and is zoned Agricultural Production (A-P). The activity is planned to occur in a 1992 site built home that is greater in size than 10,000 s.f.

The land is located in North Franklin County approximately ½ mile south of the Franklin County/Adams County line. The property is located north of SR 260, north of Paradise Road, along the east side of Dilling Road near site address 4440 Dilling Road.

SUMMARY

The Planning Commission held a public hearing on June 7, 2005 and recommended **APPROVAL** (unanimous vote) with the following six (6) findings of fact and fourteen (14) conditions.

Findings of Fact:

1. The construction of a bed and breakfast facility in the A-P Zoning District **IS** in accordance with 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.
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.

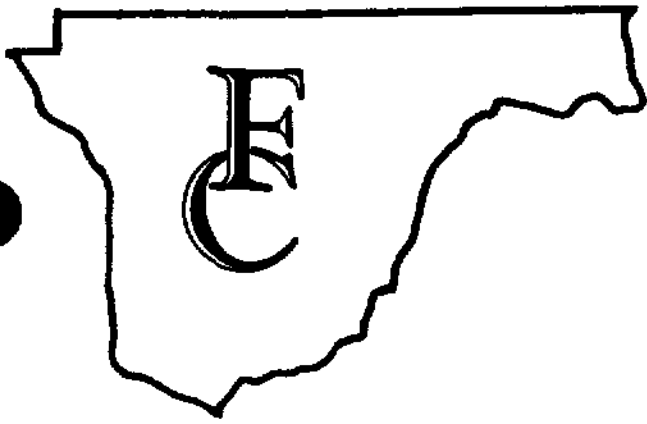
Conditions of Approval:

1. Approval grants the applicant the ability to operate a bed & breakfast at site address 4440 Dilling Road, Connell in the Agricultural Production (AP) Zoning District. The operation's emphasis will be retreats, small meetings or receptions (such as weddings, re-unions or political activities) and group activities. The land area is approximately 5.0 acres, the home was constructed in 1992 and is greater than 10,000 s.f. in size.
2. The operation must be accessory to a household living use on the site. This means that an individual or family who operates the facility must occupy the house as their primary residence.
3. Applicant shall comply with all standards in the County Zoning Ordinance for Bed and Breakfast facilities and associated uses.
4. Prior to any Bed and Breakfast activities taking place on the site, the applicant shall comply with the State Dept of Health Transient Accommodations Program (as required under RCW 70.62.220). A copy of the completed Transient Accommodations Self inspection Survey shall be submitted to the Planning Department.
5. Banquet-liquor licenses associated with approved activities are required to be obtained.
6. Health Department:
 - a. The facility is served by an approved water supply in accordance with WAC 246-291.
 - b. The facility must be served by an on-site sewage disposal system that is permitted, installed and approved by this Office for all residential strength wastewater generated by this facility.
 - c. The facility may need a food establishment permit from this Office to serve any meals at the site.
7. Parking along Dilling Road for activities is not permitted. Any new approaches onto County roads will require an approach permit from Public Works.
8. The applicants parcel size is approximately 5.0 acres. This allows the applicant the necessary land area to accommodate parking, access etc for the planned activities. If the applicant wishes to short plat the property (in conjunction with the adjoining family owned farm) in the future and continue the bed and breakfast and associated activities, a new conditional use permit may be required by the Planning Department.
9. A handicapped parking area is to be designated and appropriate signage installed.

10. Applicant shall apply for and receive a business registration on an annual basis. In addition, an annual Fire & Life Self Inspection Survey Form is required to be completed. This includes verification that the existing Sprinkler system & Smoke Detectors are operational and have been inspected as to their actuation, installation and maintenance. This is to be documented by a licensed Fire Sprinkler System Contractor and/or Installer, and will need to be done on a yearly basis.
11. The applicant shall commence the special use (obtain a business registration with Franklin County) authorized within 1 year after the effective date of the special permit, or the special permit shall expire.
12. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
13. 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.
14. 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-2005-07, subject to the six (6) findings of fact and fourteen (14) conditions.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2005 264

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

RE: A Conditional Use Permit (CUP 2005-07) to operate a Bed and Breakfast Facility with an emphasis on retreats, small meetings or receptions (such as weddings, re-unions or political activities) and group activities within the Agricultural Production (A-P) Zoning District.

WHEREAS, on June 29, 2005, the Clerk of the Board did set a public meeting for Conditional Use Permit 2005-07 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Marcellene Davis, and

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

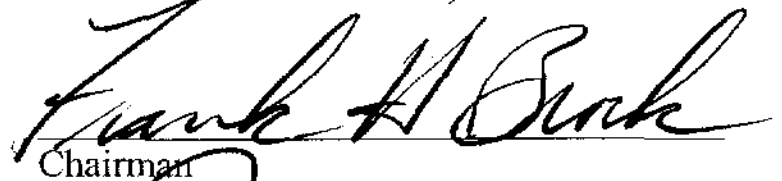
1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on June 7, 2005, did recommend **APPROVAL** of said application;
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; 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-2005-07**.

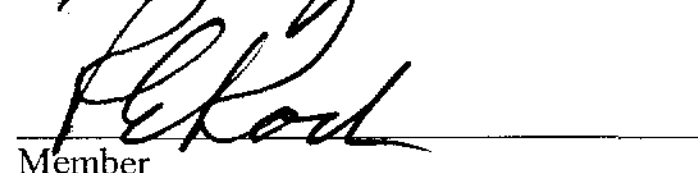
NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be **APPROVED** in accordance with the provisions of the Franklin County Development Regulations and as recommended by the Planning Commission.

SIGNED AND DATED THIS 29th DAY OF JUNE 2005.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

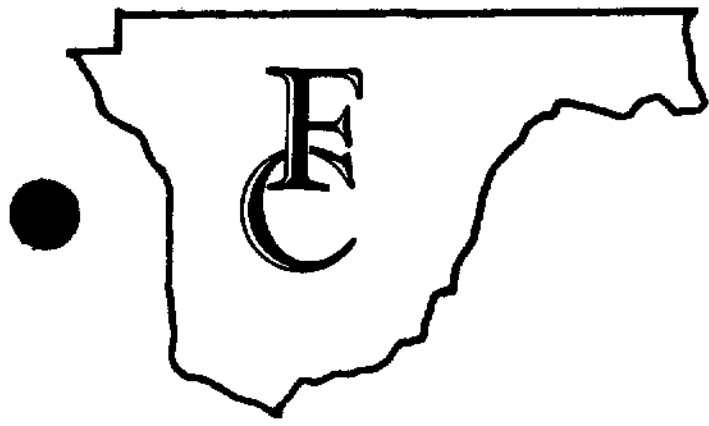

Chairman


Chair Pro Tem


Member

Attest:


Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-07**

Page 2

Resolution Number 2005 264

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 June 29, 2005.

APPLICANT:

Marcellene Davis, 4440 Dilling Road, Connell, WA 99326.

FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):

LEGAL DESCRIPTION:

Portion of FU 186, IB 18.

NON-LEGAL DESCRIPTION: The land is located in North Franklin County approximately ½ mile south of the Franklin County/Adams County line. The property is located north of SR 260, north of Paradise Road, along the east side of Dilling Road near site address 4440 Dilling Road.

CONDITIONAL USE:

A Conditional Use Permit to operate a Bed and Breakfast facility with an emphasis on retreats, small meetings or receptions (such as weddings, re-unions or political activities) and group activities. The property is approximately 5 acres in size and is zoned Agricultural Production (A-P).

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

Findings of Fact:

1. The construction of a bed and breakfast facility in the A-P Zoning District IS in accordance with goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-07

Page 3

2005 264

Resolution Number _____

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 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. Approval grants the applicant the ability to operate a bed & breakfast at site address 4440 Dilling Road, Connell in the Agricultural Production (AP) Zoning District. The operation's emphasis will be retreats, small meetings or receptions (such as weddings, re-unions or political activities) and group activities. The land area is approximately 5.0 acres, the home was constructed in 1992 and is greater than 10,000 s.f. in size.
2. The operation must be accessory to a household living use on the site. This means that an individual or family who operates the facility must occupy the house as their primary residence.
3. Applicant shall comply with all standards in the County Zoning Ordinance for Bed and Breakfast facilities and associated uses.
4. Prior to any Bed and Breakfast activities taking place on the site, the applicant shall comply with the State Dept of Health Transient Accommodations Program (as required under RCW 70.62.220). A copy of the completed Transient Accommodations Self inspection Survey shall be submitted to the Planning Department.

**FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-07**

Page 4

Resolution Number 2005 264

5. Banquet-liquor licenses associated with approved activities are required to be obtained.
6. Health Department:
 - a. The facility is served by an approved water supply in accordance with WAC 246-291.
 - b. The facility must be served by an on-site sewage disposal system that is permitted, installed and approved by this Office for all residential strength wastewater generated by this facility.
 - c. The facility may need a food establishment permit from this Office to serve any meals at the site.
7. Parking along Dilling Road for activities is not permitted. Any new approaches onto County roads will require an approach permit from Public Works.
8. The applicants parcel size is approximately 5.0 acres. This allows the applicant the necessary land area to accommodate parking, access etc for the planned activities. If the applicant wishes to short plat the property (in conjunction with the adjoining family owned farm) in the future and continue the bed and breakfast and associated activities, a new conditional use permit may be required by the Planning Department.
9. A handicapped parking area is to be designated and appropriate signage installed.
10. Applicant shall apply for and receive a business registration on an annual basis. In addition, an annual Fire & Life Self Inspection Survey Form is required to be completed. This includes verification that the existing Sprinkler system & Smoke Detectors are operational and have been inspected as to their actuation, installation and maintenance. This is to be documented by a licensed Fire Sprinkler System Contractor and/or Installer, and will need to be done on a yearly basis.
11. The applicant shall commence the special use (obtain a business registration with Franklin County) authorized within 1 year after the effective date of the special permit, or the special permit shall expire.
12. The property shall remain free of any fire hazards, including but not limited to weeds and debris.

FRANKLIN COUNTY COMMISSIONERS
CONDITIONAL USE PERMIT NO. 2005-07

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Resolution Number 2005 264

13. 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.
14. 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.

This Conditional Use Permit issued this 29th day of June 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

June 29, 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

June 28, 2005

Mr. William D. Gray
U.S. Bureau of Reclamation
Ephrata Field Office
P.O. Box 815
Ephrata, WA 98823

Re: Green Energy Today Hydro Project, Esquatzel Diversion Canal

Dear Mr. Gray:

Green Energy Today (GET) has contacted Franklin County (County), as the landowner, about acquiring an easement to place a hydroelectric project along the Esquatzel Diversion Canal. GET indicated that they have been working with the Bureau of Reclamation for the necessary approvals.

The easement requested would be located inside of the existing Bureau of Reclamation easement for the Esquatzel Diversion Canal right-of-way. The County will consider issuance of a secondary easement over an existing or underlying easement ONLY if the secondary easement makes a consistent and non-interfering use of the land occupied by the existing easement. As a matter of best practice, before the County will consider issuance of an easement that is within an existing easement, the County seeks permission of the existing easement holder to grant the secondary easement.

As a result, could you please advise as to whether you grant permission to the County to issue an easement for said project? Are there any additional circumstances the County needs to be aware of should it consider granting an easement to Green Energy Today for said hydro project?

Your review and comment on this request is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem

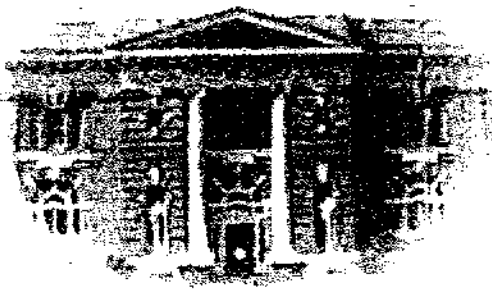

Robert E. Koch, Member

June 29, 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

June 29, 2005

Ms. Kathleen Brockman
Chief Administrative Officer
Central Contract Services
Department of Social and Health Services
P.O. Box 45811
Olympia, WA 98504-5811

Re: Agreement on General Terms and Conditions

Dear Ms. Brockman:

Enclosed you will find the original DSHS and County Agreement on General Terms and Conditions executed on behalf of Franklin County. Franklin County has signed this Agreement and delivered this Agreement to DSHS conditionally.

Paragraph 12 expressly states, under the paragraph heading "Indemnification and Hold Harmless," that each party shall be "responsible" only for the negligence of its officers, employees, and agents. Paragraph 21, under the heading "Subcontracting," provides that the County is "responsible" for acts and omissions of its subcontractors. DSHS has not provided the counties with an interpretation of this language. Our understanding and intent in entering into the Agreement is that it DOES NOT require that Franklin County indemnify DSHS for the acts and omissions of county subcontractors. Franklin County has signed and is delivering this Agreement to DSHS conditioned upon this interpretation being applied to DSHS' proposed language in paragraphs 12 and 21. *Please note, initially the provision stating the county as responsible for acts and omissions was stricken from Paragraph 21, yet now the striking has been withdrawn by handwritten notation adjacent to Paragraph 21, evidencing Franklin County's intent for such provision to remain in the Agreement.*

Based upon information obtained from Douglas County, Franklin County is relying on your representation to Douglas County that the term "Program Agreement" as used in the Agreement excludes any contracts with Regional Support Networks, the local Area Agencies on Aging, the Local Health Jurisdictions, or county consortiums. Franklin County has signed and is delivering this Agreement to DSHS conditioned upon

June 29, 2005

Page Two

Ms. Kathleen Brockman
Chief Administrative Officer
June 29, 2005

Re: Agreement on General Terms and Conditions

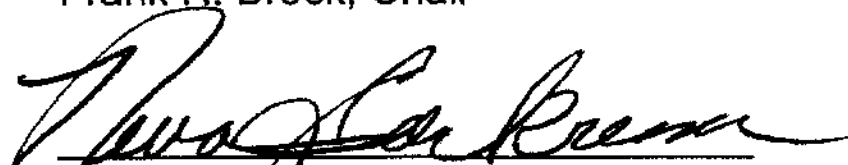
contracts with Regional Support Networks, the local Area Agencies on Aging, the Local Health Jurisdictions, or county consortiums not being affected by this Agreement.

The Agreement on General Terms and Conditions is signed and delivered to DSHS conditioned upon the interpretations and understandings outlined in this letter.

If DSHS does not agree to the conditions, interpretations and understandings herein, please advise us in writing immediately. Furthermore, to avoid future conditional acceptance of contract terms and to enable Franklin County to better represent its citizens, please develop and communicate a sound approach for resolving all outstanding issues and communicate the same to us as soon as possible.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Frank H. Brock, Chair
Neva J. Corkrum, Member
Robert E. Koch, Member

FHB/NJC/REK:df

cc: Steve M. Lowe, Franklin County Prosecuting Attorney
Ms. Sue Bush, DSHS Contracts Administrator
Bill Vogler, Washington State Association of Counties

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: DSHS AND COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS, CONTRACT NUMBER 0583-72025, EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2006, AND SUBMITAL OF CONTRACTOR INTAKE - PART A (CONTRACTOR SPECIFIC INFORMATION), AND PART B (CONTRACT SPECIFIC INFORMATION)

WHEREAS, the Department of Social and Health Services submitted an agreement for signature on the General Terms and Conditions for a July 1, 2005 effective date; and

WHEREAS, concerns were voiced regarding the Indemnification and Hold Harmless section and Subcontracting clause; and

WHEREAS, DSHS proposed and county representatives agreed to carry forward the existing language on the Indemnification and Hold Harmless and Subcontracting clauses into the new agreement for a one year time period, July 1, 2005 through June 30, 2006; and

WHEREAS, this will allow continued deliberation and resolution of the terms and conditions relating to indemnification and subcontracting; and

WHEREAS, DSHS also requested the County complete the Contractor Intake Part A (contractor specific information) and Part B (contract specific information) and return prior to any contract offer; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approved the DSHS and County Agreement on General Terms and Conditions, Contract Number 0583-72025, effective July 1, 2005 through June 30, 2006.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said agreement and Contractor Intake - Part A and Part B, on behalf of the Board.

APPROVED this 29th day of June 2005.

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


Frank H. Brock, Chair


Neva J. Corkrum, Chair Pro Tem


Robert E. Koch, Member

Attest:


Clerk to the Board

Originals: Auditor – Department of Human Services – Minutes cc: Resolution Notebook – FC Prosecuting Attorney

Franklin County Commissioners
July 25, 2005
Page 2

Before the end of this month, I will present a proposed approach with timelines to our forthcoming negotiations to your representatives in the Washington State Association of Counties and the Washington Association of Prosecuting Attorneys, Jean Wessman and Tom McBride, respectively. I will ask that Jean and Tom share this information with you for your review and response so that we can move forward with timely discussions.

The Department of Social and Health Services is committed to moving forward with a meaningful and thoughtful process to effect a new 2006 Agreement on General Terms and Conditions well ahead of the 12 months we've given ourselves to accomplish this task. I again ask that you sign the two enclosed copies of the Agreement and return them to DSHS as quickly as possible and commit your efforts to continue productive negotiations.

Sincerely,



Kathleen Brockman
Chief Administrative Officer

Enclosures

cc: Sherry McNamara
Steve Young
Sue Bush
Carrie Bashaw
Jean Wessman
Tom McBride



DSHS and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DSHS Contract Number

0583-72025

County Contract Number

These General Terms and Conditions are between the State of Washington Department of Social and Health Services (DSHS) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supercede and replace any previously executed General Terms and Conditions as of the start date below.

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: July 1, 2005

END DATE: June 30, 2006

COUNTY NAME

Franklin County

DSHS INDEX NUMBER

1219

COUNTY ADDRESS

1016 North 4th Ave
Pasco, WA 99301

COUNTY TELEPHONE

(509) 545-3535 Ext:

COUNTY FAX

() -

DSHS CENTRAL CONTRACT SERVICES ADDRESS

Central Contract Services
P.O. Box 45811
Olympia, WA 98504-5811

DSHS CENTRAL CONTRACT SERVICES TELEPHONE

(360) 664-6200

By their signatures below, the parties agree to these General Terms and Conditions.

COUNTY SIGNATURE(S)

DATE(S)

6-29-05

PRINTED NAME(S) AND TITLE(S)

Frank H. Brock, Chair
Franklin County Board
of Commissioners

TELEPHONE NUMBER
(INCLUDE AREA CODE)

509-545-3535

DSHS SIGNATURE

DATE

PRINTED NAME AND TITLE

Susan Bush
Contracts Administrator

TELEPHONE NUMBER
(INCLUDE AREA CODE)
(360) 664-6071

Approved as to Form:

~~Signature w/letter.~~

Ryan E. Verhulp
Franklin County Deputy PA

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this DSHS and County Agreement on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
 - b. "Central Contract Services" means the DSHS statewide agency headquarters contracting office, or successor section or office.
 - c. "CFR" means Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>
 - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - e. "County" means the political subdivision of the State of Washington named above performing services pursuant to this Agreement and any Program Agreement and includes the County's officers, employees, and authorized agents.
 - f. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or "the department" or "the Department" means the Department of Social and Health Services of the State of Washington and its Secretary, officers, employees, and authorized agents.
 - h. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
 - i. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the County, under this Agreement, and its subsidiary Program Agreements.
 - j. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DSHS and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://slc.leg.wa.gov>

- m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
 - n. "Subcontract" means a separate contract between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
 - m. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Agreement, and any Program Agreement, shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>
 - n. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>
- 2. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 - 3. **Assignment.** Except as otherwise provided herein, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the County's obligations by the third party.
 - 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - 5. **Compliance with Applicable Law.** At all times during the term of this Agreement, and any Program Agreement, the County and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
 - 6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of any Program Agreement only for the purpose of that Program Agreement. DSHS and the County shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of the Program Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Program Agreement that provided the information.
 - 7. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
9. **Disputes.** Disputes between the parties shall be determined by a Dispute Board in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo. A Program Agreement may supplement, but not contravene, this section.
10. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. Upon execution, any Program Agreement shall be considered incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
11. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the County against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
12. **Indemnification and Hold Harmless.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement and any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement.
13. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DSHS or the State of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The County shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of

business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

16. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DSHS and all expenditures made by the County to perform as required by this Agreement.

For the same period, the County shall maintain records sufficient to substantiate the County's statement of its organization's structure, tax status, capabilities, and performance.

17. **Operation of General Terms and Conditions.** These General Terms and Conditions are incorporated by reference into each Program Agreement between the County and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and State of Washington statutes and regulations;
- b. this Agreement;
- c. the Program Agreement(s).

19. **Ownership of Material.** Material created by the County and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform the Program Agreement but is not created for or paid for by DSHS is owned by the County and is not "work made for hire"; however, DSHS shall have a perpetual

license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the County has a right to grant such a license.

20. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds any provision of this Agreement or Program Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement or any Program Agreement.

21. **Subcontracting.** The County may subcontract services to be provided under this Agreement, unless otherwise specified in a Program Agreement. ~~The County shall be responsible for the acts and omissions of its subcontractors.~~

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to be included in Agreement,
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22. **Subrecipients.**

- a. General. If the County is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the County shall:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
- (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
- (7) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and

regulations.)

- b. **Single Audit Act Compliance.** If the County is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the County shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County shall:
 - (1) Submit to the DSHS contact person, listed on the first page of the Program Agreement, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
 - c. **Overpayments.** If it is determined by DSHS, or during the course of the required audit, that the County has been paid unallowable costs under this Agreement or any applicable Program Agreement, DSHS may require the County to reimburse DSHS in accordance with OMB Circular A-87.
23. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Ownership of Material, Termination for Default, Termination Procedure, and Title to Property.
24. **Termination Due to Change in Funding.** If the funds upon which DSHS relied to establish any Program Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, DSHS may terminate the Program Agreement by providing at least five (5) business days' written notice to the County. The termination shall be effective on the date specified in the notice of termination.
25. **Termination for Convenience.** The Contracts Administrator may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice. The County may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.
26. **Termination for Default.**
- a. The Contracts Administrator may terminate this Agreement and/or any Program Agreement for default, in whole or in part, by written notice to the County, if DSHS has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DSHS;
 - (2) Failed to perform under any provision of this Agreement or any Program

Agreement;

- (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the Contracts Administrator may terminate this Agreement or any Program Agreement for default, DSHS shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the County has a reasonable basis to believe that DSHS has:
- (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the Agreement.
- 27. Termination Procedure.** The following provisions apply in the event this Agreement or any Program Agreement is terminated:
- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - b. The County shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within ten (10) working

days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps protect and preserve any property of DSHS that is in the possession of the County pending return to DSHS.

- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the Contracts Administrator terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the County that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 28. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 29. **Title to Property.** Title to all property purchased or furnished by DSHS for use by the County during the term of this Agreement shall remain with DSHS. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DSHS under this Agreement shall pass to and vest in DSHS. The County shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Agreement termination or expiration, reasonable wear and tear excepted.
- 30. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL



CONTRACTOR INTAKE – PART A

CONTRACTOR SPECIFIC INFORMATION

This is NOT a contract. Part A requires general information about the contractor.
This form must be completed, signed and submitted before any contract is offered.

CONTRACTOR INFORMATION	
CONTRACTOR NAME Franklin County	
How is your business organized? <input type="checkbox"/> Governmental Entity <input checked="" type="checkbox"/> Change to:	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation, for profit <input type="checkbox"/> Corporation, non-profit (attach copy of 501(c) status) <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company	
Fill in the tax ID number you use to pay your business taxes: (mandatory, for tax purposes) Sole Proprietor - Social Security (SSN): 916001315 Other - Employer Identification Number (EIN): 916001315	Have you had any contract to provide services terminated for default? If so, please attach a list of each terminated contract with an explanation of the situation involved. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is your fiscal year end the same as the calendar year? (January through December)? 12/31 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If the answer is no, what is your fiscal year end date? 06-30	
What is your Washington State Uniform Business Identifier (UBI) Number? (Please attach a copy of your Washington State business license.) <div style="text-align: center;">113-003-194</div>	If you do not have a UBI Number, state why you are exempt from registering your business with the State of Washington.
Completion of this section with the following information is optional. Please indicate your race or culture. Check only one group. If you are of more than one race, please check "Other Race."	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Indian (American) <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> White/Caucasian </div> <div style="width: 50%;"> <input type="checkbox"/> Eskimo <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Race </div> <div style="width: 50%;"> <input type="checkbox"/> Aleut <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other Asian/Pacific Islander </div> <div style="width: 50%;"> <input type="checkbox"/> Asian Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Black/African-American </div> <div style="width: 50%;"> <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Lao/Lao-Tian </div> <div style="width: 50%;"> <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian </div> </div>	
Are you Spanish, Hispanic, or Latino(a)? If yes, please check one box below. <input type="checkbox"/> Mexican, Mexican-American, or Chicano <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Spanish/Hispanic/Latino(a)	
CONTRACTOR MAILING ADDRESS 1016 North 4th Ave Pasco, WA 99301	
CONTRACTOR E-MAIL ADDRESS pshults@co.franklin.wa.us	
CONTRACTOR PHONE (509) 545-3535 Ext:	CONTRACTOR FAX () - 509-545-3573
CONTRACTOR CERTIFICATION	
<input type="checkbox"/> Certified, for profit Minority-Owned Business Enterprise (MBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Community-Based Organization (CBO) (25% of the Board of Directors of the CBO are minorities representing the population whom the CBO serves)	
<input type="checkbox"/> Certified, for profit Woman-Owned Business Enterprise (WBE) Certification Number: <input type="checkbox"/> Non-certified, for profit Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Owned by person(s) with disabilities <input checked="" type="checkbox"/> None of the above apply	
CONTRACTOR CONTACT NAME Frank Brock <i>Frank A Brock</i>	CONTRACTOR CONTACT EMAIL ADDRESS pshults@co.franklin.wa.us
CONTRACTOR CONTACT PHONE (509) 545-3535 Ext:	CONTRACTOR CONTACT FAX () - 509-545-3573



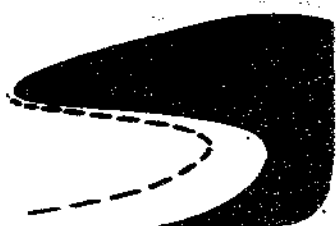
CONTRACTOR INTAKE – PART B CONTRACT SPECIFIC INFORMATION

This is NOT a contract. Part B requires information specific to the contract you wish to negotiate. A contract cannot be issued without this information.

CONTRACTOR DBA (if any) FOR THIS CONTRACT Benton Franklin Counties' Department of Human Services	
CONTACT PERSON FOR THIS CONTRACT Frank Brock Dave Hopper	CONTACT PERSON EMAIL ADDRESS FOR THIS CONTRACT -pshults@co.franklin.wa.us dave@bfdhs.org
CONTACT PERSON PHONE FOR THIS CONTRACT (509) 545-3535 Ext: 783-5284	CONTACT PERSON FAX FOR THIS CONTRACT () - 509-783-5981
MAILING ADDRESS FOR THIS CONTRACT (if different from mailing address in PART A) 7207 W. Deschutes Avenue Kennewick, WA 99336	
BILLING ADDRESS FOR THIS CONTRACT (if applicable if different from mailing address in PART A) 7207 W. Deschutes Avenue, Kennewick, WA 99336	
FACILITY ADDRESS FOR THIS CONTRACT (if applicable) 7207 W. Deschutes Avenue Kennewick, WA 99336	
<p>Are any of your business partners, directors, officers, managers, or members also officers or employees of the State of Washington? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">N/A</p> <p>If YES, those persons who are also officers or employees of the State of Washington must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake form.</p>	
<p><input type="checkbox"/> YES <input type="checkbox"/> NO If YES, and if your contract was not awarded as part of an open and competitive bid process OR if the process was open and competitive and the only bid received was from you, then you must obtain approval from the Executive Ethics Board prior to signing your contract with DSHS. RCW 42.52.120(2)(b) and (c). Contact the Executive Ethics Board at (360) 664-0871 or by e-mail at ethics@atg.wa.gov.</p> <p>Check whichever of the following boxes applies:</p> <p><input type="checkbox"/> I am a state officer or employee. My contract was obtained as part of an open and competitive bid process and my bid was not the only bid received.</p> <p><input type="checkbox"/> I am a state officer or employee. My contract was not obtained through an open and competitive bid process OR my bid was the only one received. A copy of my Executive Ethics Board approval is attached.</p> <p>Note regarding honoraria: Current state officers and employees contracting with DSHS for a speech, appearance, article, or similar item or activity in connection with their official role may be exempt from obtaining Executive Ethics Board approval if the payment is not prohibited under RCW 42.52.130(2). Contact your DSHS program representative for clarification.</p>	
<p><input type="checkbox"/> YES <input type="checkbox"/> NO If YES, attach a list of those employees who are also officers or employees of the State of Washington and will be performing work that your business is required to perform under your contracts with DSHS. In addition, those employees must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake form.</p> <p style="text-align: center;">N/A</p>	
<p>Contractor Signature <i>Frank H. Brock</i></p> <p>Printed Name Frank H. Brock</p>	
<p>Date 6-29-05</p> <p>Title Chairman, Board of Commissioners</p>	

FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT



Tim Fife, P.E., Public Works Director/County Engineer
Guy F. Walters, Assistant Public Works Director

DATE: June 29, 2005
TF-05-068

TO: Board of County Commissioners
Franklin County, Washington

FROM: Tim Fife, P.E.
Public Works Director/County Engineer

SUBJECT: CRP 583 / Garfield Road

I recommend that the above mentioned project be awarded to Himes Construction , Inc.
of Othello, WA.

Their bid of \$255,836.50 was the lowest bid received and was 10% lower than engineer's
estimate.

Dated this 29th day of June, 2005.

Recommended:

Tim Fife, P.E.
Public Works Director/County Engineer

Approved:

Frank H. Brock, Chair

Neva J. Gorkrum, Chair Pro Tem

Robert E. Koch, Member

Attest:

Clerk of the Board

**FRANKLIN COUNTY PUBLIC WORKS
CRP 583 / GARFIELD ROAD**

BID OPENING: June 29, 2005

Hilmes Construction 1716 S. Broadway Othello, WA 99344	Translate Paving Co. PO Box 2738 Tri-Cities, WA 99302	Inland Asphalt Co. 955 W. Lacey Richland, WA 99352
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EXHIBIT 12

June 29, 2005

ITEM NO.	PLAN QUANTITY	ITEM	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	L.S.	Mobilization	L.S.	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00
2	L.S.	Clearing and Grubbing	L.S.	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
3	7,452	Roadway Excavation Including Haul	C.Y.	\$3.50	\$26,082.00	\$4.50	\$33,534.00	\$6.00	\$44,712.00
4	4,946	Embankment Compaction	C.Y.	\$1.50	\$7,419.00	\$0.50	\$2,473.00	\$0.25	\$1,236.50
5	895	Plain St. Culv. Pipe 0.064 In. Th. 12 In. Diam.	L.F.	\$18.00	\$16,110.00	\$18.00	\$16,110.00	\$18.75	\$16,781.25
6	114	Plain St. Culv. Pipe 0.064 In. Th. 18 In. Diam.	L.F.	\$28.00	\$3,192.00	\$45.00	\$5,130.00	\$30.00	\$3,420.00
7	20	Plain St. Culv. Pipe 0.064 In. Th. 24 In. Diam.	L.F.	\$60.00	\$1,200.00	\$155.00	\$3,100.00	\$62.00	\$1,240.00
8	10,660	Crushed Surfacing Base Course	Ton	\$10.50	\$111,930.00	\$11.25	\$119,925.00	\$10.75	\$114,595.00
9	5,067	Crushed Surfacing Top Course	Ton	\$10.50	\$53,203.50	\$11.25	\$57,003.75	\$10.75	\$54,470.25
10	1.8	Seeding, Fertilizing, and Mulching	Acre	\$1,400.00	\$2,520.00	\$1,200.00	\$2,160.00	\$1,200.00	\$2,160.00
11	L.S.	Project Temporary Traffic Control	L.S.	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
12	240	Flaggers and Spotters	Hour	\$38.00	\$9,120.00	\$34.25	\$8,220.00	\$34.25	\$8,220.00
13	26	Structure Excavation Class B	C.Y.	\$10.00	\$260.00	\$10.00	\$260.00	\$3.50	\$91.00
14	L.S.	Licensed Surveying	L.S.	\$1,500.00	\$1,500.00	\$2,755.00	\$2,755.00	\$2,755.00	\$2,755.00
15	2	Monument Case and Cover	Each	\$250.00	\$500.00	\$250.00	\$500.00	\$300.00	\$600.00
16	3	Monument Case, Cover and Pipe	Each	\$300.00	\$900.00	\$250.00	\$750.00	\$300.00	\$900.00
17	8	Mailbox Support Type 1	Each	\$175.00	\$1,400.00	\$180.00	\$1,440.00	\$275.00	\$2,200.00
TOTAL:					\$255,836.50		\$273,860.75		\$273,881.00

**FRANKLIN COUNTY PUBLIC WORKS
CRP 583 / GARFIELD ROAD**

Engineer's estimate

BID OPENING: June 29, 2005

ITEM NO.	PLAN QUANTITY	ITEM	UNIT	UNIT PRICE	AMOUNT
1	L.S.	Mobilization	L.S.	\$16,000.00	\$16,000.00
2	L.S.	Clearing and Grubbing	L.S.	\$2,500.00	\$2,500.00
3	7,452	Roadway Excavation Including Haul	C.Y.	\$4.50	\$33,534.00
4	4,946	Embankment Compaction	C.Y.	\$2.00	\$9,892.00
5	895	Plain St. Culv. Pipe 0.064 In. Th. 12 In. Diam.	L.F.	\$16.00	\$14,320.00
6	114	Plain St. Culv. Pipe 0.064 In. Th. 18 In. Diam.	L.F.	\$28.00	\$3,192.00
7	20	Plain St. Culv. Pipe 0.064 In. Th. 24 In. Diam.	L.F.	\$35.00	\$700.00
8	10,660	Crushed Surfacing Base Course	Ton	\$11.00	\$117,260.00
9	5,067	Crushed Surfacing Top Course	Ton	\$12.00	\$60,804.00
10	1.8	Seeding, Fertilizing, and Mulching	Acre	\$1,800.00	\$3,240.00
11	L.S.	Project Temporary Traffic Control	L.S.	\$4,000.00	\$4,000.00
12	240	Flaggers and Spotters	Hour	\$35.00	\$8,400.00
13	26	Structure Excavation Class B	C.Y.	\$50.00	\$1,300.00
14	L.S.	Licensed Surveying	L.S.	\$7,500.00	\$7,500.00
15	2	Monument Case and Cover	Each	\$300.00	\$600.00
16	3	Monument Case, Cover and Pipe	Each	\$325.00	\$975.00
17	8	Mailbox Support Type 1	Each	\$200.00	\$1,600.00
TOTAL:					\$285,817.00