Commissioners' Proceeding for July 20, 2005

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

#### **OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

### Consent Agenda

Motion – Mr. Koch: I move we accept the consent agenda as proposed for July 20, 2005:

- 1. Approval of **Resolution 2005-291** for the Franklin County Correctional Center Agreement for Medical Services with Sonshine Medical Services, effective January 1, 2006 through December 31, 2006, at a cost of \$7,650 per month. (Exhibit 1)
- 2. Approval of **Resolution 2005-292** for the Interlocal Cooperation Agreement between City of Pasco and Franklin County for cost sharing of Chiawana Park, terminating December 31, 2005, unless mutually extended by the parties upon such terms as the parties may agree. (Exhibit 2)
- 3. Approval of **Resolution 2005-293** for the purchase of a Dell computer for the Franklin County Sheriff, as identified on Quote Number 231641699, Customer Number 780587, Contract Number N39913655, Customer Agreement Number NASPO/WSCA #A63307, utilizing funds from the 2005 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.48.0002 (R&M Miscellaneous Computer Repairs) at a cost not to exceed \$1,300. (Exhibit 3)

Second by Mrs. Corkrum. 3:0 vote in favor.

# Benton-Franklin Regional Council (BFRC)

The Board has been asked to consider approving a change to lower the percentage that the Port of Pasco pays for BFRC. Mr. Brock thinks it could be adjusted gradually down to 19%. Other entities would have to pay more. The BFRC's reserve account would pick up a portion for the first few years but not continually. The Board did not make a decision.

### **HEALTH DISTRICT**

Commissioners' Proceeding for July 20, 2005

Dr. Larry Jecha of the Benton Franklin Health District met with the Board.

<u>Department Update</u>

Everything is in place if there is a West Nile virus problem.

Dr. Jecha thinks it will be another year of shortage of availability of flu vaccine. The flu clinics will be held at the Senior Center.

The biodetection system has been installed in the Pasco Post Office. Antidotal medicines have been delivered to the Health District. The Health District is working with the Emergency Management Department to establish the procedures.

Dr. Jecha said a consultant is preparing a design plan for use of the Courthouse Annex as a Health District building after the county returns to the Courthouse.

### PLANNING AND BUILDING DEPARTMENT

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

# Public Meeting Workshop: Franklin County Zoning Ordinance Update

Public Meeting Workshop opened at 9:30 a.m. Present: Commissioners Brock, Corkrum and Koch; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: TC Colleran with City of Pasco Planning Department.

Mr. MacPherson said we have been meeting with the public about the new zoning ordinance. Presentations have been made to the Planning Commission.

Mr. Wendt said this is going to the Planning Commission on August 2. If they make a positive finding, it will come before the Board in October.

Mr. Wendt reviewed the proposed changes using maps and the lists on Exhibit 4.

Efforts have been made to split urban and rural zoning classifications so they are separate.

The Rural Shoreline Area was reviewed on the map. The RC-5 is for rural community five-acre tracts. It is similar to the Residential Transition area in west Pasco. Mr. Wendt said we met with many landowners and are trying to be consistent with what they wanted with their land. This is in an area that was formerly part of the City of

Commissioners' Proceeding for July 20, 2005

Pasco's urban growth boundary. The state did not respond with any comments. The group Thousand Friends of Washington had positive comments.

Merrill's Corner Rural Settlement Area has a boundary adjustment Eltopia Rural Area has the addition of existing five-acre segregations to the south.

An AP-40 zoning district is being created in the eastern portion of the county.

In the Overton area, we removed the residential factory-assembled home area (RFA-40) and rezoned it to RS-40 because of a change in legislation.

The Douglas Fruit – Ag Service area at Taylor Flats and Clark Road was changed from AP to Industrial.

The Kahlotus Urban Growth Area has been an agricultural designation. The state law says you cannot have ag inside the urban growth area so it has been designated a residential transition area. The urban growth boundary has shrunk considerably.

Clark Addition is staying Rural Residential one acre.

Mr. MacPherson said the four incorporated cities are Mesa, Kahlotus, Connell and Pasco. The state Growth Management Act (GMA) requires urban growth boundaries. Inside of the boundaries are incorporated and unincorporated areas. The cities have been responsible for designating uses inside the cities. When we recommend adoption of the county-wide rezone, one of our jobs is to present this to you in a manner that is consistent with each of the city's urban growth boundaries future land use maps as well as our own unincorporated future land use map. Pasco's future land use map is consistent except for the residential suburban 40,000 (RS-40) category, which is essentially our one-acre zone. Pasco's Comp Plan means the maximum size should be a half acre.

When we do a county-wide rezone, we are probably going to recommend putting all of the RS-40 zones down to RS-20. Mrs. Corkrum asked what does that do to the landowner that wants to develop? Mr. MacPherson said it allows him more flexibility to get more lots. That's the purpose of urban growth boundaries, to concentrate the growth. Mrs. Corkrum asked do they have to have access to sewer? Mr. MacPherson said a

Commissioners' Proceeding for July 20, 2005

landowner can use a half acre with just city water and septic. Mr. MacPherson and Mr. Wendt answered the Board's questions about the procedures that would be followed.

Property owners can still develop at one acre but the minimum lot size would be one-half acre.

Mr. Wendt reviewed the changes in the zoning text.

The planners are proposing to take away the light industrial designation because nothing in the county has ever been zoned light industrial. There are also medium and heavy industrial designations. The proposal is to have a general industrial zone (I-2) which is a combination of the old light and medium industrial zones.

Mr. Wendt reviewed the other changes.

Mr. Koch expressed concern about the residential design standards stating that the main entry doors of all dwellings must face the street on which the dwelling is addressed, because some homes cannot face that direction on particular lots. The planners will review the standard.

#### **PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

### **Update**

Mr. Verhulp gave an brief update about some appeal matters.

Recessed at 10:05 a.m.

Reconvened at 10:11 a.m.

### **COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

### Courthouse Restoration

There was a discussion about the courthouse restoration work. The work is starting to remove the old paint. If the removal damages the plaster, the contractor will have to pay for it.

### County Property near TRAC

Planning Director Jerrod MacPherson joined the meeting.

Commissioners' Proceeding for July 20, 2005

Mr. MacPherson met with city staff about a potential binding site plan at the county property near TRAC to discuss new roads versus having joint agreements between owners of the lots for access and parking. The city feels it would be difficult to make the lots smaller. If the property is surplused, if one buyer buys it all or large portions, that makes it easier to coordinate joint access and parking. If there are individual buyers, it is too hard to assume that everyone will agree where everything is to be located. Mr. MacPherson said he thinks it would be good to have a pre-determined path of where a road will be and where lots will be laid out. Mrs. Corkrum asked if it can be a flexible plan. Mr. Bowen said he thinks not because there would not be a designated lot with a certain number of square feet.

Mr. MacPherson said he thinks the Board would have to decide where they want the lots, have it drawn up, and present it to the City of Pasco.

Mr. Brock said the further we break it down, the more opportunities we have for more bidders and buyers. Mr. MacPherson said a buyer could buy more than one lot and combine them if desired.

Mr. Bowen said if the Board wants to do the breakdown, they could hire surveyors or consultants to prepare drawings who would be familiar with the standard building size and parking space requirements for different types of businesses. Some types of establishments will need 2/3 of an acre or an acre to accommodate parking. Mr. Brock said if they need two lots instead of one lot, they could buy more. Mr. Bowen said if you put the lot down to a size that won't work for them, then they will have to buy two. He thinks it gets pretty complicated. Mr. Koch said he was just thinking of breaking some of the larger lots in half.

Mrs. Corkrum said a bidder would bid on a big lot and could divide it up anyway like a developer. Mr. Bowen said the more you break it down, the more access you have to provide.

Mr. Brock said he thinks we need to have someone look at it and prepare a preliminary drawing and a recommendation before we make a decision.

Commissioners' Proceeding for July 20, 2005

In response to Mr. MacPherson's question, the Board said the buyers will construct a road if needed and pay for it. An agreement between different landowners would be needed. Mr. Bowen said the county would also be a part of that because we would maintain the two lots out front. If egress goes through there, we would be responsible for building our section of the road to let them go through there. Mr. Koch said that property would have access from Burden or Convention so it wouldn't need a road. Mr. Bowen said if the property is cut again, a road would be needed. The Board reviewed a map of the property.

Mr. Bowen suggested using Rogers Surveying because they have done the original work on the lots. The Board gave consensus agreement to ask Rogers Surveying to do work on this project.

#### COUNTY CLERK

County Clerk Mike Killian met with the Board.

### Department Update

Case filings are up. We haven't had many jury trials this year. Out of 4500 jurors that were given a summons, 357 jurors have reported. We have processed over 300 cases per month so far this year.

Mr. Killian prepared a report on waivers of domestic violence fees for the judges and drafted a new form for the judges to use which asks for more financial information.

Last year there were 266 domestic violence filings. To date this year there have been 176.

Filing fees are going up starting Monday as part of a Senate bill.

Revenues are on target.

# WASHINGTON COUNTIES INSURANCE FUND/POOL (WCIF/WCIP)

Mark Fukuhara, Executive Director of WCIF/WCIP, and Frank Campbell, CLU, Marketing Executive with WCIF/WCIP, met with the Board.

# Update on changes within the WCIF/WCIP

Mr. Fukuhara reviewed recent changes and upcoming changes in the insurance plans.

Commissioners' Proceeding for July 20, 2005

Mr. Campbell said all insurance plans emphasize wellness. He reiterated that WCIF emphasizes choice.

Mr. Fukuhara hopes the county will consider the WCIF/WCIP medical plans for county employee coverage.

# MOSQUITO CONTROL DISTRICT

Bryan Benner of the Franklin County Mosquito Control District met with the Board.

### Report

Mr. Benner told the Board that Spokane County does not have a mosquito control district. He is concerned because of inaccurate information that has been given to Spokane County about mosquito control districts. He will be volunteering his time and expertise to give accurate information to Spokane County Commissioners. Others will also be traveling to Spokane. The Board reviewed a report Mr. Benner prepared (Exhibit 5).

Mr. Benner told the Board about the mosquito control work that is occurring including mapping work.

# **COUNTY ADMINISTRATOR (continuing)**

# TRAC - Electric Generator

TRAC was used as an emergency operations center for the Hanford fire several years ago. It could be used again in the future for other emergencies. Mr. Bowen has asked Emergency Management (EM) if an electric generator could be purchased for TRAC using Homeland Security funds. EM believes it can be.

Mr. Koch asked if there is a size frame or cost figure. Mr. Bowen said not yet. Power usage amounts are being reviewed. Mr. Brock asked if a generator would have to replace the total power usage at TRAC. Mr. Bowen does not know for sure. There was discussion about what amount of electricity a generator would need to cover.

# Grand Old 4th

The most current figures for Grand Old 4<sup>th</sup> profit and loss were reviewed showing the total shortfall was \$28,768.22. TRAC received income of about \$27,000. The fans

Commissioners' Proceeding for July 20, 2005

and louvers will benefit TRAC for years to come. The Board expressed their thoughts that the event was worthwhile.

Mr. Bowen will be meeting with the Pasco City Council next week in a workshop session to review the Grand Old 4<sup>th</sup> and ask them to consider doing the event again next year. He anticipates Pasco will approve.

### Courthouse Renovation

Cumulative Reserve Fund figures were reviewed. Currently there are change orders approved amounting to \$637,873.19 for Courthouse Restoration.

Auditor Zona Lenhart has notified Mr. Bowen that she wants to keep the Licensing and Elections Departments in the Courthouse Annex rather than move them back to the Courthouse. She will be talking to the Board about it. Mrs. Corkrum expressed her concerns about having the Licensing Department remain in the Courthouse Annex instead of moving back to the Courthouse. She thinks the Courthouse will have plenty of room. The space planning was done before the renovation was begun.

Mrs. Corkrum said she had been thinking it would be better to have WSU Extension closer to the Courthouse than in the Courthouse Annex, perhaps where the Health District is currently located.

Mr. Bowen asked the Board to consider expanding the Dispatch area into where Information Services (IS) is currently located after IS moves to the existing Health District building. The Board liked the idea.

Some projects that need to be completed include:

Public Safety Building roof replacement.

Work on Work Release Center.

The temporary courtroom will either have to be moved or remodeled. The Health District will need remodeling work. The brown portable building will need to be surplused.

Marble and stucco needs to be removed from the Courthouse Annex.

The trim on the Public Safety Building and Jail needs to be painted.

Commissioners' Proceeding for July 20, 2005

Mr. Bowen is preparing a grant application for funding. Mr. Brock said we need to be frugal and prioritize the projects.

Gilding of eagle: A change order was already approved to do gold leaf on the eagle. Mr. Bowen asked the architect to find out if anything else would be cheaper. CKJT has received word that gold leaf will last but other treatments will not.

Potential Change Orders were reviewed:

Potential Change Order 61: ¼" chain link safety chain. Mr. Bowen will talk to Maintenance Supervisor John Gessel. Mr. Bowen thinks the work can be done at a later date. The cost is estimated at \$593. Mr. Bowen thinks a cable with a safety lanyard would work instead of chain link safety chain.

Potential Change Order 74: Door work costing \$2036. Mr. Bowen would recommend doing this change order. A cherry wood door was put in place in about 1998 or 1997 but it does not match the other historical doors. Mr. Bowen would recommend keeping the door that is being replaced.

Potential Change Order 82: Filter. Mr. Bowen will talk to Maintenance Supervisor John Gessel about this request to have a 2" filter instead of a 1" filter. We have maintenance contracts to have filters changed so he doesn't see why we should pay \$4159 for this change.

Potential Change Order 85: Window casing. The work will not cost the full \$3604. When the remodel was done in 1973, one of the windows had the arched window casing ripped off. It wasn't discovered until the window was totally uncovered.

Potential Change Order 86: Repairing a staircase for \$4837. Some trim work goes along the base of the steps going to the basement. They want to replace the trim work with wood that matches the rest of the courthouse. A portion of the staircase needs to be replaced. The work is necessary.

Potential Change Order 88: The Superior Courtroom has a panel on the wall that had some electrical boxes added to it. It was not historical. The architects are recommending that be relocated to another area, patch the spot it is removed from, patch the scagliola, and put another panel in to take care of the problem. Mrs. Corkrum asked

Commissioners' Proceeding for July 20, 2005

where will it be moved to? Mr. Bowen said it will be moved out of sight. Mr. Brock said why wasn't that in the original drawings? Mr. Bowen said they missed it. Mr. Bowen said this is optional but he would hope the Board would approve it. Mrs. Corkrum would say okay.

The original courthouse building had about 4% change orders. Currently we're between 5% and 6% on the courthouse renovation.

### **OTHER BUSINESS**

### **Minutes**

Motion – Mr. Koch: I move that we accept the Commissioners Minutes for July 18, 2005. Second by Mrs. Corkrum.

Adjourned at 12:23 p.m.

Commissioners' Proceeding for July 20, 2005

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until July 25, 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Ton

Member

Attest:

Clerk to the Board

Approved and signed August 8, 2005.

# FRANKLIN COUNTY RESOLUTION NO. 2005 291

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: FRANKLIN COUNTY CORRECTIONAL CENTER AGREEMENT FOR MEDICAL SERVICES WITH SONSHINE MEDICAL SERVICES EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2006

WHEREAS, the Jail Captain desires to continue to contract with Sonshine Medical Services in order to provide medical services to inmates; and

WHEREAS, the County will continue to pay \$7,650 per month, not to exceed \$91,800 for the year 2006; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Franklin County Correctional Center Agreement for Medical Services with Sonshine Medical Services, effective January 1, 2006 through December 31, 2006, at a cost of \$7,650 per month, not to exceed \$91,800 for the year.

APPROVED this 20th day of July 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Attest:

Robert E. Koch, Member

Originals:

Clerk to the Board

Auditor Corrections

Minutes

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Sheriff's Department
Sonshine Medical Services

cc:

Corkrum, Chair Pro Tem

Prosecutor

# Franklin County Correctional Center Agreement for Medical Services

2005 291

THIS AGREEMENT is entered into by and between FRANKLIN COUNTY, hereinafter referred to as "County" and Ginger Emigh / SonShine Medical Services, hereinafter referred to as "Provider".

- 1. <u>PURPOSE</u>. The county operates a correctional facility (hereinafter the "Facility") within the premises of the Franklin County Public Safety Building, located at 1016 N. 4th, Pasco, Washington, and makes this agreement for the purpose of engaging the Provider to provide medical services to inmates in the Facility.
- 2. <u>DUTIES OF THE PROVIDER.</u> The Provider shall provide the following described medical services at the Facility. The estimated time for each service is set forth below. The time amounts are estimates only, based upon the current average inmate population of approximately 150-200 inmates.
- (a) A registered nurse shall visit the Facility <u>seven days</u> per week to distribute inmate medication, provide examination and treatment of inmates. It is estimated that the time required for such services shall be approximately <u>173 hours</u> per month. The Provider and the Franklin County Sheriff shall agree upon the schedule for the nurse's services at the Facility.
  - (b) The designation and availability of licensed registered nurses and or licensed physicians on a **24-hour** basis for immediate telephone consultation by correction facility correctional personnel with respect to inmate health problems of an emergency and non-emergency nature.
  - (c) The Provider shall make recommendations for the organization and provision of the medical service to the correction administrator of the Facility and will be solely responsible for the practice of medicine within the Facility. Staffing will be provided in adherence with the laws of the state of Washington in regard to inmate care. The Provider will provide written documentation of affiliation with a Licensed Washington State Medical Physician. The prescribing authority will make personal contact within the facility no less than once weekly. The Provider pays all medical service personnel (nurses, physicians, etc.)
- 3. <u>DUTIES OF THE COUNTY.</u> The County shall pay the Provider for services provided. \$7,650.00 per month and not to exceed \$91,800.00 for the year 2006.
- 4. <u>BILLING -PAYMENT.</u> The Provider shall provide the County, by the 15th of each month, with an itemized statement showing the number of hours of services provided by the Provider during the immediately preceding month. The county shall pay the Provider for its services hereunder within thirty (30) days following receipt of the Provider's monthly statement. In the event the Provider does not fulfill it's obligation to the county as agreed upon by the written schedule the County may make deductions to compensate for the failure to comply with the schedule. (see attachment A)
- 5. <u>FACILITY</u>. The County shall provide a medical examination room within the facility sufficient for use by the Provider in providing medical services and a correctional officer(s) who will accompany Provider personnel whenever they are in contact with inmates.

- 6. MEDICAL RECORDS. Medical records prepared and maintained in the course of providing the medical services described herein shall be the sole and separate property of the Facility. The Franklin County Sheriff shall act as custodian of those records and provide facilities necessary for keeping the same on the Facility premises. The Provider shall, at all times, have free access to those records. In the event this agreement is for any reason terminated or otherwise concluded, all such medical records shall be available to the county or other entity, organization or persons providing medical services at the Facility. Such medical records shall not constitute records of a person confined in a facility referred to in RCW 70.48.100 and are therefore not subject to the restrictions of confidentiality contained therein. In the event the Washington State Corrections standards Board or successor standards organization promulgate standards, rules or regulations in conflict with this understanding, the parties shall abide by such standards, rules or regulations.
- 7. TERM. The term of this agreement is from January 1, 2006 through December 31, 2006.
- **8.** MODIFICATION. This agreement may be modified only by written agreement of the parties.
- 9. <u>TERMINATION</u>. Either party may terminate this agreement by giving the other party **ninety-** (90) day's advance written notice on the first day of any month during the term hereof.
- 10. <u>RENEWAL</u>. Upon the mutual written consent of the parties hereto, this agreement may be renewed for one successive period of one year upon the same terms and conditions in all respects as herein set forth. Notice of desire to renew this agreement shall be given by the party desiring such renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this agreement. If there is no written request for change to the contract the contract will be valid for the following year at the existing fee.
- 11. <u>PARTIES.</u> Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither party, or its officers, agents or employees, in the provision of services and execution of responsibilities pursuant to this agreement, shall be regarded as an officer, agent or employee of the other.
- 12. INDEMNIFICATION. Each party shall indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever resulting from arising out of or incident to any act or omission of that party, its officers, agents, or employees, in the performance or non-performance of its duties and obligations under the terms and conditions of this agreement. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Provider expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. The parties mutually negotiate this waiver. In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the indemnity, the indemnitor shall defend the indemnity at its sole cost and expense. If final judgment is entered against the indemnity, or its officers, agents or employees, the indemnity shall satisfy the same in full.

- 13. <u>INSURANCE</u>. The Provider shall carry without interruption during the term of this agreement a comprehensive general liability insurance policy in a minimum amount of **one million dollars** and a medical profession indemnity insurance policy in a minimum amount of **one million dollars**. Certificates of such insurance shall be provided to the County within thirty days after the execution of this agreement.
- 14. NON-DISCRIMINATION POLICY. It is the policy of Franklin County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap. The Provider shall execute in writing, an assurance that he will comply with the County's Non-Discrimination Policy and provide a copy to the county upon execution of contract.

DATED this 20 day of July 2005.	
PROVIDER:	COUNTY:
Sonshine Medical Services	FRANKLIN COUNTY WASHINGTON
By: SELRA Ginger Emigh, RN	Sheriff Richard Lathim
Approved as to Form:  Deputy Prosecuting Attorney	Commissioner Frank Brock  Commissioner Neva Corkrum  Commissioner Robert Koch

# ( Attachment A )

Medical Service On Sight Schedule for Franklin County Correctional Center

Monday, Wednesday, Friday

0800-1615

Tuesday, Thursday

1030-1430

Saturday, Sunday

1100-1300

On call all other times 24-7 at no additional charge to the county.

Ginger Emigh, RN

Rick Long, Captain

( Attachment B )

# Addendum to medical service contract:

The provider shall comply with HIPAA regulations, and shall make recommendations to the facility for HIPAA compliance.

Ginger Emigh, KN

SonShine Medical Services

6-06-0

Date

# FRANKLIN COUNTY RESOLUTION NO. 2005 292

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF PASCO AND FRANKLIN COUNTY FOR COST SHARING OF CHIAWANA PARK

WHEREAS, Franklin County has leased and operated Chiawana Park for the benefit of their residents; and

WHEREAS, the County is unable to financially continue the sole operation of the park and has notified the U.S. Corps of Engineers of its intent to terminate the lease by the end of 2005; and

WHEREAS, the Pasco City Council and Board of County Commissioners have agreed to use diminishing financial reserves to share the cost of keeping the park open to the public for the 2005 season; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Cooperation Agreement between City of Pasco and Franklin County for cost sharing of Chiawana Park, terminating December 31, 2005, unless mutually extended by the parties upon such terms as the parties may agree.

**APPROVED** this 20<sup>th</sup> day of July 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum, Chair Pro Tem

Clerk to the Board

Robert E. Koch, Membe

Originals:

Attest:

Auditor Minutes City of Pasco cc:

Prosecutor's Office

### CONFORMED COPY

WHEN RECORDED RETURN TO:

City of Pasco, Washington 525 North 3rd Pasco WA 99301



### INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF PASCO AND FRANKLIN COUNTY FOR COST SHARING OF CHIAWANA PARK

BY THIS INTERLOCAL COOPERATION AGREEMENT entered into this day of July 2005, between the City of Pasco, Washington, a Municipal Corporation, hereinafter referred to as "City" and Franklin County, Washington, a Municipal Corporation, hereinafter referred to as "County" as authorized by Chapter 39.34 of the Revised Code of Washington, enter into this Agreement for the sharing of costs for the operation of Chiawana Park for the benefits of the residents of the County and the City according to the following terms.

WHEREAS, the County by lease from the United States Corps of Engineers (USCOE) has operated a park adjacent to the Columbia River between Roads 84 and 100; and

WHEREAS, Chiawana Park has been a benefit both to the residents of the City and of the County providing an attractive location for rest and recreation; and

WHEREAS, the *County* is presently unable to financially continue the sole operation of the park and has notified the USCOE of its intent to terminate its lease/option of Chiawana Park by the end of 2005; and

WHEREAS, the Pasco City Council and Board of County Commissioners have agreed to use diminishing financial reserves to share the cost of keeping the park open to the public for the 2005 season, but future public availability of the park may be subject to new revenue being approved by the voters of Franklin County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### SECTION I PURPOSE

The purpose of this Agreement is to provide for the continued operation and maintenance of Chiawana Park for the calendar year 2005 to provide for the basis of sharing the costs of operation and maintenance between the *City* and the *County* for the benefit of their respective residents.

### SECTION II RESPONSIBILITIES OF COUNTY

- A. The *County* will maintain Chiawana Park open to the general public, including residents of the City, for the recreation season for calendar year 2005 beginning on May 1, 2005, and terminating on September 30, 2005.
- B. The *County* shall, at its sole expense, maintain and operate Chiawana Park, its grounds, facilities and parking areas in a manner generally consistent with its past practices for the 2005 recreation season commencing January 1, 2005, through December 31, 2005.

### SECTION III RESPONSIBILITY OF CITY

The City shall reimburse the County fifty percent (50%) of the expenses incurred and paid by the County in fulfilling its obligations provided in Section II above, provided the total of City reimbursement shall not exceed the sum of Sixty Thousand Dollars (\$60,000) for the term of this Agreement. Such reimbursement shall be remitted by City to County within twenty (20) days of the City's receipt of appropriate invoices from County verifying County's actual expense.

### SECTION IV TERM OF AGREEMENT

This Agreement shall commence on the day and year first written above and shall terminate on December 31, 2005, unless mutually extended by the Parties upon such terms as the Parties may agree.

### SECTION V INDEMNIFICATION

To the maximum extent permitted by law, the *County* shall defend, indemnify and hold harmless the *City* and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind whatsoever which arises out of, or connected with, or incident to any errors, omissions or negligent acts of the

County, its employees, agents or others acting on its behalf in performing its obligations under the terms of this Agreement.

### SECTION VI LEGAL RELATION OF THE PARTIES

This Agreement is not intended nor shall it be construed to create any partnership, joint venture or other agency relationship between the *City* and *County*. No liability shall attach to the *City* by reason of entering into this Agreement, except as expressly provided herein.

### SECTION VII INTERLOCAL COOPERATION ACT PROVISIONS

All vehicles, equipment, inventory and any improvements owned or acquired for the benefit of Chiawana Park shall remain the sole property of the *County*. The *City's* sole responsibility under the terms of this Agreement shall be providing a share of the funding for the maintenance and operation of Chiawana Park as provided above. All funding, costs and expenditures incident to the maintenance and operation of Chiawana Park shall be the sole responsibility of the *County* and no special budget or funds are anticipated nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property anticipated. The County Administrator of Franklin County, Washington, shall be designated as the Administrator of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Franklin County Auditor, as required by RCW 39.34.040, and with the City Clerk of the City of Pasco.

### SECTION VIII ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist. Any modifications to this Agreement shall be in writing and signed by both Parties to be effective.

### SECTION IX APPLICABLE LAW

This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach, or interpretation of this Agreement, the Parties shall first, prior to initiation of any action, meet in a good faith attempt to resolve this dispute. In the event arbitration

Cost Sharing Agreement for Chiawana Park Page 3 or litigation is commenced, venue shall be placed in Franklin County, Washington. The prevailing party shall be entitled to recover reasonable attorney fees in such proceeding, or any appeal thereof, to be set by the Court, in addition to costs and disbursements as allowed by law.

### SECTION X AUTHORITY

The City and County warrants and represents that its representatives, whose signatures are below, possess all required authority to sign this Agreement and such powers have not, as of the date of this Agreement, been revoked or revised.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized officers on the day and year first written above.

CITY OF PASCO, WASHINGTON

Attest:

Approved as to Form:

Webster U. Jackson, City Clerk

Leland B. Kerr, City Attorney

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

eva J. Cakram, Chair Pro-tem

Robert E. Koch, Member

Attest:

lerk of the Board Franklin County Approved as to Form:

Ryan E. Verhulp

Chief Civil Deputy Prosecutor

Cost Sharing Agreement for Chiawana Park Page 4

	STATE OF WASHINGTON	) : ss.
	County of Franklin	
	City of Pasco, Washington, to within and foregoing instrume	appeared before me MICHAEL L. GARRISON, Mayor of the be known to be the individual described in and who executed the ent, and acknowledged that he signed the same as his free and uses and purposes therein mentioned.
William S.	NOTARY PUBLIC PUBLIC PUBLIC	and official seal this 18. day of
	County of Franklin	; ss.
	County Board of County Comre executed the within and forego	appeared before me FRANK H. BROCK, Chair of the Franklin nissioners, to be known to be the individual described in and who ing instrument, and acknowledged that he signed the same as his for the uses and purposes therein mentioned.
5	GIVEN under my hand	l and official seal this <u>20</u> day of <u>July</u> , 2005.
	UBLIC .	NOTARY PUBLIC in and for the State of Washington Residing at: Eltopia  My Commission Expires: 10-29-08
	STATE OF WASHINGTON	)
	County of Franklin	: ss. )
	the Franklin County Board of described in and who executed	appeared before me NEVA J. CORKRUM, Chair Pro-Tem of of County Commissioners, to be known to be the individual the within and foregoing instrument, and acknowledged that she and voluntary act and deed for the uses and purposes therein
	GIVEN under my hand	and official seal this <u>20</u> day of <u>July</u> , 2005.
•	C. WIFE	Mary C. Withers  NOTARY PUBLIC in and for the State of Washington
ľ	A OTARY	Residing at: Flooria
	Pueuc S	My Commission Expires: 10-29-08
	Co	st Sharing Agreement for Chiawana Park Page 5

STATE OF WASHINGTON	)
	: ss.
County of Franklin	)

On this day personally appeared before me ROBERT E. KOCH, Member of the Franklin County Board of County Commissioners, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 20 day of 1,2005.

NOTARY PUBLIC in and for the State of Washington Residing at: Eltopia

My Commission Expires: 10-29-08

# FRANKLIN COUNTY RESOLUTION NO. 293

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: APPROVAL TO PURCHASE A DELL COMPUTER FOR THE FRANKLIN COUNTY SHERIFF AT A COST NOT TO EXCEED \$1,300

WHEREAS, the Information Services Department requested authorization to purchase a Dell computer to replace the Sheriff's personal computer, as the cost to repair/upgrade the current PC is greater than the cost to replace it; and

WHEREAS, the Information Services Director received a quote from Dell in the amount of \$1,270 and suggested using the I.S. Miscellaneous Repairs and Maintenance line item to pay for said computer; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the purchase of a Dell computer for the Franklin County Sheriff, as identified on the attached Quote Number 231641699, Customer Number 780587, Contract Number N39913655, Customer Agreement Number NASPO/WSCA #A63307, utilizing funds from the 2005 Current Expense Information Services Budget, Number 001-000-350, line item 518.80.48.0002 (R&M – Miscellaneous Computer Repairs) at a cost not to exceed \$1,300.

**APPROVED** this 20<sup>h</sup> day of July 2005.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Frank H. Brock, Chair

Neva J. Corkrum Chair Pro Tem

Clark to the Donal

Robert E. Koch, Member

Originals:

Attest:

Auditor Minutes

**Information Services** 

cc:

Accounting Department

Sheriff



# **QUOTATION**

2005 293

QUOTE #: 231641699

Customer #: 780587

Contract #: N39913655

CustomerAgreement #: NASPO|WSCA # A63307

**Quote Date: 7/14/05** 

Date: 7/14/05 2:35:26 PM Customer Name: FRANKLIN COUNTY INFO SERVICES

TOTAL QUOTE AMOUNT:	\$1,270.00		
Product Subtotal:	\$1,172.67		
Tax:	\$97.33		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1 QUANTITY: 1	SYSTEM PRICE: \$1,123.67	GROUP TOTAL: \$1,123.67	
Base Unit:	OptiPlex 170L, MicroTower 2.80GHz, Pentium 4,1MB Cache 533 Front Side Bus (221-6178)		
Processor:	NTFS File System, Factory Install (420-369	99)	
Memory:	512MB,Non-ECC,400MHz DDR 2x256,170	L (311-3480)	
Keyboard:	Performance USB Keyboard with 8 Hot K	eys,OptiPlex 170L (310-4823)	
Monitor:	Dell E173FP,17 Inch Flat Panel17.0 Inch Viewable Image Size OptiPlex,Precision and Latitude (320-3902)		
Video Card:	Integrated Video - Intel DVMT,Dell OptiPle	ex GX270 or GX280 (320-0428)	
Hard Drive:	40GB EIDE 7200RPM, OptiPlex 170L (341-	-0419)	
Floppy Disk Drive:	3.5 inch, 1.44MB, Floppy DriveOptiPlex 17	70L (341-0426)	
Operating System:	Windows XP Professional Service Pack 2,with		
Operating System:	Media, Deli OptiPlex, English, Factory Install (420-4850)		
Mouse:	Dell PS/2 2-Button Mouse Scroll,OptiPiex	170L,Gray (310-4826)	
NIC:	Integrated Intel 10/100Mb LOM w/ remote wake-up (430-0554)		
CD-ROM or DVD-ROM Drive:	48X32 CDRW/DVD Combo, with DVDPlayback,Dell OptiPlex 170L Small Minitower (313-2299)		
Sound Card:	Integrated AC97 Audio,OptiPlex (313-8170)		
Speakers: Internal Chassis Speaker Option, Optiplex 170L (313-2333)			
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)		
Factory Installed Software:	Energy Star Labeling for OptiPlex (if appli	icable) (310-4721)	
Software Disk Two:	OpenManage Client Instrumentation, Dell		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (902-4790)		
Service: Type 3 Contract - Next Business Day Parts and Labor On-Site Response Extended (970-9792)			
Installation:	Standard On-Site Installation Declined (90	00-9987)	

 Microsoft Office 2003 Small Business Edition for OptiPlex English (412-0486)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Media Ignite Bundle (A0434435)	1	\$49.00	\$49.00
Number of S & A Items: 1	S&A T	otal Amount: \$49.00	

SALES REP:	Daniel Duckworth	PHONE:	1-800-576-6038
Email Address:	Daniel_Duckworth@dell.com	Phone Ext:	724-2948

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at <a href="https://www.dell.com/quote">www.dell.com/quote</a>

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. <u>Please indicate your taxability status on your PO.</u> If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 866-433-9019. \*\*

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.

Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US\_Dell\_ARS\_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

### **Patricia Shults**

m:

Toni Fulton

Sent:

Tuesday, July 19, 2005 11:35 AM

To:

Patricia Shults

Subject:

Sheriff's PC.pdf

Importance: High

Pat,

Could you please prepare a resolution, using the attached quote, to replace the Sheriff's PC? It will be paid from our R/M COMP MAINT budget - 518.80.48.0002.

Per Kevin, the cost to repair/upgrade the current PC is greater than the cost to replace it.

Thanks, Toni

# July 20, 2005

# **EXHIBIT 4**

# WHAT HAS CHANGED?

AP-20	Agricultural Production 20 *Replaces the A-P Zone
AP-40	Agricultural Production 40
RR-1	Rural Residential 1 *Replaces the RRT 1.0 for Clarks and Kau Trail
RR-5	Rural Residential 5 *Replaces the RRT 5.0 for 5 acre segregations
RC-1	Rural Community 1 *Replaces the RS-40 Zoning along Shoreline, Basin City, Eltopia and Merrills Corner.
RC-5	Rural Community 5 *Replaces the R-T 5 acre Zoning along Shoreline and Basin City, Eltopia and Merrills Corner.
RS-2	Rural Settlement Area Medium Density *Same as R-2 (single and multi family in UGA), but for Basin City, Eltopia and Merrills Corner
I-2	General Industrial District *Combination of old Light and Medium Zones
	REMOVED FROM TEXT
A-P	Agricultural Production A-P Changed to AP-20
RRT 1.0	Rural Residential Transition 1.0 Changed to RR-1
RRT 5.0	Rural Residential Transition 5.0 Changed to RR-5
I-I	Light Industrial district zone Combined with I-2 to become the new I-2
R-S	Rural Settlement Zoning District (not needed, covered elsewhere)
RFA-1	Residential factory assembled home district zone City only—change in FAH regulations
RFA-40	Residential factory assembled home district zone  *Overton Area—will be rezoned to RS-40 with manufactured home legislation changes.

### **OTHER CHANGES**

- Formatting of the Code;
- Accessory building setback standards have been put into each Zoning District with the exception of Corner Lot setbacks that are in Site Design Standards.
- Ag Use Limited---keeping of farm animals and farm buildings etc on land in excess of 2.5 acres---was an Urban Area only standard. Changed to allow in the RC-1 Zoning District (Shoreline, Merrills Corner, Eltopia, Basin City).
- Fencing regulations, currently only in UGB, allowed to be applied in Rural residential areas in Rural Lands.
- 5. Rural Retail Business standards in AP Zones have been placed in Use Regulations.
- 6. Non conforming Uses—Changes consistent with Pasco
- 7. Added Access Requirements to Public Roads (Use Regulations)
- 8. Added Residential Outdoor Lighting Standards (Use Regulations)
- Adult Entertainment Facilities—Was allowed outright in I-1, changed to a CUP in the I-2. (Use Regulations)
- 10. Swine/Pig Standards (Use Regulations)
- 11.River Front Lots—design standards for detached garages in front yard (Use Regulations)
- 12. Use Regulations Chart—Added the new Chapters (RC-1, RC-5, RS-2)
- 13. Evaluated new I-2 Zone for Permitted and Conditional Uses
- 14. Fences—4.0 ft in front yard rather than 3.5.
- 15. Tent and Canvas covered storage buildings limited to 480 s.f. in size within Urban Area's residential zoning districts and the RC-1 Zones.
- 16. Design Standards for Factory Assembled Homes and Site Built Homes (Per State Legislation)- (See Use Regulations)

33.17.0 RESIDENTIAL DESIGN STANDARDS: URBAN GROWTH AREAS AND RURAL SHORELINE AREAS. The following site built and new factory assembled home design standards, with the exception of multi-family structures, shall apply in the R-1, R-2, R-3, RS-1, RS-12, RS-20, RS-40, R-T, RC-1 and RC-5 Zoning Districts. For property zoned RC-1 and RC-5, the following standards only apply to property outside designated Rural Settlement Areas as identified in the County Comprehensive Plan.

- (1) Single-family homes shall be either new site built construction or a newly placed Factory Assembled Structures.
  - a. Factory Assembled Structures: All Factory Assembled Structures shall be brand new as determined by the manufacture date (within the present calendar year and/or within the previous calendar year provided said unit has not been previously owned and/or lived in).
  - b. Relocation of Existing Site Built Dwellings: Existing site built dwellings may be relocated to a new location without meeting the provisions of this Section (33.17.0) provided the dwelling must be relocated to a lot on which the dwelling meets all other requirements of the zoning district and the value of the dwelling being relocated must not be less than one hundred percent of the average assessed value, as determined by the records of the County Assessor, of improvements on surrounding lots within 750 feet in all directions.
- (2) The main entry doors of all dwellings must face the street on which the dwelling is addressed.
- (3) A minimum of 32 (thirty-two) square feet of glazing must be on the portion of the dwelling facing the street. Dwellings with less than 32 square feet of glazing must contain covered porches with a minimum of a four foot overhang.
- (4) All entry porches/landing areas must be constructed as an integral part of the dwellings architecture.
- (5) The main roof of all dwellings shall have a minimum 5/12 pitch; except dwellings with less than a 5/12 pitch legally established prior to the effective date of this Ordinance shall be permitted to be rebuilt, altered, enlarged or remodeled without the roof being changed to a 5/12 pitch.
- (6) All eave overhangs shall be a minimum of 12 inches.

- (7) Dwellings with 4/12 pitch roofs may be permitted provided the main roof includes one or more secondary roofs intersecting the main roof at right angles. The secondary roof must have a pitch of 5/12 or greater. This provision does not apply to false or artificial dormers.
- (8) All foundations must be poured concrete or masonry block.
- (9) All dwellings must be positively connected to foundations, meeting seismic and wind loading standards for Franklin County, Washington.
- (10) No more than 12 inches of foundation wall can be exposed on the walls facing a street.
- (11) All siding must be of durable materials, such as brick, masonry, stucco, vinyl, exterior-grade wood, exterior grade composites all with a life span of at least 20 years under normal conditions.
- (12) All siding must extend below the top of the foundation 1 ½ to 2 inches. A bottom trim board does not qualify as siding and can not be used to cover the top of the foundation.
- (13) All trim materials around windows doors, corners and other areas of the dwelling, must be cedar or other approved materials that are not subject to deterioration.
- (14) All electric meters must be securely attached to an exterior wall of the dwelling and not readily visible from the street upon which the dwelling is addressed.
- (15) All additions and/or other architectural features must be designed and positively connected to the dwelling so as to be an integral part of the dwelling.
- (16) Primary driveways shall terminate into an architecturally integrated garage or carport. No parking pad is permitted in front of a dwelling unless such pad leads to a garage or carport.
- (17) At least one required off-street parking space must be located behind the front building setback line of the dwelling.

- 33.18.0 RESIDENTIAL DESIGN STANDARDS: RURAL RESIDENTIAL AND RURAL SETTLEMENT AREAS. The following site built and factory assembled home design standards, with the exception of multi-family structures, shall apply in the RR-1, RS-2, RC-1 and RC-5. For property zoned RC-1 and RC-5, the following standards only apply to land inside designated Rural Settlement Areas as identified in the County Comprehensive Plan.
- (1) Any newly placed Factory Assembled Structure shall be no older than five (5) years from the current calendar year.
- (2) The outside dimension shall not be less than 24'and the home must provide 1000 sq. ft. of living space excluding basements and attached garages.
- (3) The roofing materials must be approved composition shingles, coated metal or similar roofing material. The roof pitch shall not be less than 3/12.
- (4) The exterior siding must consist of cottage lap, T1-11 or similar residential siding materials.
- (5) Placement of homes must conform to all applicable yard requirements for the zoning district in which it is located.
- (6) Title elimination must occur within one year of installation.
- (7) All wheels, tongues, and other transportation equipment must be removed from the unit when placed upon the lot.

### MAP CHANGES

# Map changes are proposed to occur in the following areas:

- a. RS-40, RS-20, and R-T Zones have been removed from lands outside of Urban Growth Areas. These areas have been replaced with Rural Community 1 (RC-1) and Rural Community 5 (RC-5).
- b. Rural Shoreline Area (RC-1 and RC-5);
- c. Merrills Corner Rural Settlement Area (Boundary Shift);
- d. Eltopia Rural Anoxetine Area (Addition of 5 acre seg's to south);
- e. 5 acre Segregation lots throughout the County (RR-5);
- f. Creation of the AP-40 Zoning District in the Eastern portion of the County;
- g. Overton Area (Removed RFA-40 and rezoned to RS-40);
- h. Douglas Fruit-Ag Service Area—Taylor Flats/Clark Road (From AP to Industrial);
- i. Kahlotus Urban Growth Area (From AP to RT-5 acres)
- j. RS-20 throughout West Pasco—To Comply with Pasco Comp Plan??

# FRANKLIN COUNTY MOSQUITO CONTROL DISTRICT



1135 E. Hillsboro Street Suite B Pasco, Washington 99301 (509) 545-4083 Fax (509) 545-4839

Tuesday, July 19, 2005

Franklin County Commissioners 404 West Clark Street Pasco, Washington 99301

### FRANKLIN COUNTY COMMISSIONERS REPORT

In June 2005 during the a public meeting the Spokane County commissioners voted against allowing voters to decide whether the proposed mosquito control district for Spokane County should be created. As an Entomologist and Manager of the Franklin County Mosquito Control District, I am very concerned with the misinformation and misinterpretation of the mosquito control statutes (RCW 17.28) that occurred during this meeting that lead to this decision.

Property rights and access issues
Tax levy issues
Environmental concerns and issues

My concern is that people with this misinformation can do a lot of harm to public health pest control in this state because they do not have factual information. I will offer my time and at my expense to go to Spokane to give a factual presentation of what a public health mosquito control district does for its citizens, its benefits, how it works with property owners for public protection and land enhancements and address taxing and environmental concerns.

The Executive Director of the Northwest Mosquito Vector Control Association, Ron Montgomery has also volunteered to join me in a presentation to the Spokane County Commissioners and I am recruiting two District Managers of Washington Mosquito Control District's to join Ron and me in that presentation.