Commissioners' Proceeding for March 20, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chairman; Bob Koch, Chair Pro Tem; and Frank H. Brock, 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. Brock: I move for approval of the consent agenda as follows:

- 1. Approval of *Out-of-State Travel Request* for Sheriff Richard Lathim to attend the National Sheriffs' Annual Training Conference in Orlando, Florida, June 15-22, 2006, for an estimated expense of \$2,061.00. (Exhibit 1)
- 2. Approval of **Resolution 2006-155** creating line item 594.81.64.0080 (Licensing Chairs/Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001, and intra budget transfer in the amount of \$820 within the 2006 Miscellaneous Courthouse Renovation Fund, #310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.81.64.0080 (Licensing Chairs/Furniture). (Exhibit 2)

Second by Mr. Koch. 3:0 vote in favor.

#### Vouchers/Warrants

Motion – Mr. Koch: I move that we accept the payments for numerous fund expenditures for the amount of \$160,198.80: Veteran's Assistance warrant 1275 for \$216.00; FC Enhanced 911 warrants 1127 through 1132 for \$8222.32; Crime Victims warrants 340 and 341 for \$2409.71; Current Expense warrants 49947 through 49969 for \$9213.82; Current Expense warrants 49970 through 49985 for \$1709.76; Current Expense warrants 49986 through 50010 for \$51,502.46; Jail Commissary warrants 2174 through 2180 for \$11,007.41; Law Library warrants 974 and 975 for \$6106.09; Current Expense warrants 50011 through 50100 for \$69,047.60; and Veteran's Assistance warrant 1276 for \$763.63. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 3) Award

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The county received an award of appreciation for work related to the Juvenile Drug Court. Mr. Koch said the amount awarded is about \$84,000 per year. (Exhibit 4) Washington Counties Insurance Fund (WCIF)

Mr. Brock attended a WCIF meeting in Spokane on Thursday. He would like to have Human Resources Director Rosie H. Rumsey involved in attending upcoming meetings.

#### PLANNING AND BUILDING DEPARTMENT

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

Public Meeting: Subdivision SUB 2006-01, an application by Loren and Mary Lynn

Heinen to subdivide approximately 43.71 acres into twelve single-family residential lots.

The property is zoned Rural Community 1. Lots range in size from 2.5 acres to 6.86

acres. The land is located within the Eltopia Rural Settlement Area. (West Ridge

Subdivision)

Public Meeting convened at 9:16 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. No one was present in the audience.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 5).

Mr. McPherson showed a copy of the plat that was submitted by the applicant. He pointed out where there will be a 60' access easement for utilities and roadways in the future. Each lot will have an individual well. The lots will be served with irrigation water from South Columbia Basin Irrigation District. Mr. Wendt reviewed the conditions of approval.

Mrs. Corkrum asked about the road names. Mr. Wendt said we haven't done any road naming yet. The names listed are suggested names: Hill Drive, Summit Drive and Spur Court.

Mr. MacPherson said the Planning Commission felt the one-acre size of lots that were allowed would not be sufficient for this particular area. The Planning Commission

Commissioners' Proceeding for March 20, 2006

and the applicants entered a concomitant agreement regarding conditional zoning sizes for the lots.

Motion - Mr. Koch: I move that we accept Subdivision 2006-01 as presented. This is Resolution 2006-156. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 6)

Public Meeting: Zone Change ZC 2006-01, an application by Robert Whitelatch to change the zoning classification on approximately one acre that is currently zoned Rural Service Commercial (C-2). The rezone involves changing the land from C-2 to Agricultural Production 20 (AP-20). The land is located within an Agricultural Service Area near the intersection of Eltopia West Road and Taylor Flats Road.

Public Meeting convened at 9:29 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; 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).

Mr. MacPherson showed a site map. He explained why the rezone is consistent with the comp plan.

Motion – Mr. Koch: I move that we accept zone change 2006-02 subject to the five findings of fact. This is Ordinance 4-2006. Second by Mr. Brock. (Exhibit 8) Farmworker Housing

Mr. Wendt said Mr. MacPherson and he will be meeting with representatives from the Washington State Community, Trade and Economic Development Department (CTED) this afternoon regarding farmworker housing. He said CTED is ready to start the funding process on two sites in Franklin County. Mr. MacPherson said these CTED projects are exempt from local land use zoning except for height, setback and access.

Mr. Wendt left the meeting.

#### **Building Department Update**

Mr. MacPherson gave a monthly Building Department update.

Recessed at 9:52 a.m.

Reconvened at 9:56 a,m.

GIS DEPARTMENT

Commissioners' Proceeding for March 20, 2006

GIS Director Dann Borden met with the Board.

#### Geodetic Survey

Mr. Borden told the Board about plans to prepare a geodetic survey this year instead of photograph (imagery) work that had been anticipated. The geodetic survey data will be used to build a single very high quality survey datum. It will provide a survey control network of monumentation and data that could be provided to surveyors and other users.

Mr. Borden and Mr. Bowen answered the Board's questions about the work involved in the process. The current GIS framework is within approximately a foot of accuracy at section corners. The geodetic survey will provide tighter accuracy within the sections.

A GPS technology called Continually Operating Relay Station (CORS) could use the data from this geodetic survey to continually update location information.

Mr. Borden said the FRIS group made the decision to build the geodetic network this year. FRIS members are Franklin County GIS, Franklin PUD, South Columbia Basin Irrigation District and the Franklin County Road Department. We will contract with the State of Washington to do the work. They're talking about bringing in as many as six or ten crews to do a very major survey. The Board asked how much it will cost. Mr. Borden said it should not exceed what we have budgeted but the quotes are not finalized. The state wants to do this same type of update for their work and was going to do it anyway so they will contribute \$30,000.

Mr. Bowen said originally the GIS work was done every six miles at the township corners. The geodetic survey will be including new data inside those original corners.

Overall accuracy is improved by the additional geodetic survey work.

Mrs. Corkrum asked what is it going to do to existing plats and short plats and surveys? Mr. Bowen said that data will still be used. A thing called rubber banding can be used to tie the areas together. Overall, the accuracies will become tighter.

Mr. Borden said if surveyors are required to provide electronic submission, we currently have the sparse network that was prepared when the original FRIS wireframe

Commissioners' Proceeding for March 20, 2006

work was done but it may not be sufficient for the surveyors. The new work will have many more tie points in place to base surveys on.

Generally, the process is called densifying the survey network. Another county feels their work to densify their network paid for itself within the first three miles of road survey work because smaller survey crews were needed after the CORS system was implemented.

Mr. Bowen said it is still the surveyors' responsibility for accuracy, not the county's. Mr. Borden said yes, that is correct. We show a picture with a good representation. He jokingly said, "We always tell surveyors that GIS means 'get it surveyed."

Another effect of electronic submission is to take some of the labor out of the process of integrating new survey data when surveyors provide data to us.

Mr. Borden said his last point regarding the fiscal impact is that the money that was going to be spent on photography won't get spent this year but corresponding revenues won't be received either. It should be a wash in the end. Anticipated revenues will be pushed to next year when the imagery is collected.

Recessed at 10:17 a.m.

Reconvened at 10:27 a.m.

#### WASHINGTON RURAL COUNTIES INSURANCE PROGRAM (WRCIP)

Grant County Commissioner LeRoy Allison met with the Board. Also present: Human Resources Director Rosie H. Rumsey. Present in audience: Tim Fife.

Mr. Brock said Mr. Allison is here as a user of the WRCIP. Mr. Allison gave an overview of the process Grant County has gone through regarding insurance coverage under the WCRIP. Grant County, Stevens County and Lincoln County set up the pool in 1998. He told the Board about the coverage that is provided and the risk management training that has occurred.

Northwest Council of Governments

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Mr. Brock asked Mr. Allison to find out about dissolving the Northwest Council of Governments which was established as a non-profit corporation many years ago and is no longer functioning.

#### **PUBLIC WORKS**

Engineer Tim Fife and Human Resources Director Rosie H. Rumsey met with the Board.

#### Vouchers

Motion – Mr. Brock: I move for approval of vouchers for County Road Fund for \$8645.33; MV & PW Equipment Fund for \$28,008.14; Solid Waste Fund for \$1127.78; and Probation Work Crew for \$198.03. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

#### Position Classification

Ms. Rumsey said a Public Works surveying position went through the Classification Review Committee. Mr. Fife had recommended a Grade 55. She said there was much discussion in the committee. The committee recommended a Grade 53. They looked at placement of other positions in the county. No one is currently in the Grade 55. The committee looked at the information Mr. Fife had given us. We also considered the classification study that is occurring for all jobs. We didn't want to put someone at too high of a grade. It would be easier to move someone up a grade than to bring them down.

Mr. Fife said he recognizes the salary survey is taking place. He feels we're paying for a professional staffer who is licensed. There isn't anything else in the county like it except for probably the county engineer and deputy prosecuting attorneys that have to be members of the Bar Association. In this position, every time the employee does something that requires the license, he/she is putting themselves on the line. He does not feel the other positions are similar and they can't be compared except for the deputy prosecuting attorneys. He said the committee did what it was supposed to do. Walla Walla County did hire a surveyor and had to pay at the top end of the scale to get someone hired. There are currently staff who do surveying but they are not licensed.

Commissioners' Proceeding for March 20, 2006

They work under Mr. Fife's license doing only surveying that relates to roads. The new staff position would be able to do any county surveying. Mr. Fife explained some of the laws. Mrs. Corkrum said we have gotten along without this position but it has cost us quite a bit for hiring outside surveyors.

Mr. Bowen said he signed the Salary Review Committee form but he was opposed to it for every reason that Mr. Fife has explained. Mr. Bowen looks at this as a professional position with more responsibility. He signed off on the Step 53 but he was opposed to it.

Mr. Fife said to get a license you have to have eight years of experience to be eligible to take the exam. You can substitute four years of education for in-field experience. Currently the experience has to be practical experience, not just in-field experience.

Motion – Mr. Brock: I move that we have a new position of a professional land surveyor (PLS) at Grade 53. Second by Mr. Koch. 3:0 vote in favor.

#### **INFORMATION SERVICES (IS)**

IS Director Kevin Scott met with the Board.

#### **Grant for Computers**

The county will be receiving a \$25,000 grant for laptop computers in Sheriff's Department vehicles. The estimated cost for the computers is \$25,278.02. The county will have to pay the bill and then send an invoice to Emergency Management Director John Scheer, who will reimburse the county with Homeland Security funds. Mr. Bowen said funds are built into the capital outlay budget for computer replacement. That fund could be used for the purchase and then reimbursed. There would be no impact to the Current Expense budget.

Mr. Scott said the computers being purchased are not as hardened as the one purchased for the Sheriff's boat so they are not quite as expensive. He thinks we can get about eight computers. They cost about \$2700 each prior to tax. The computers are more sturdy (hardened) than regular office laptop computers. He said it is possible the computers will be added to the computer replacement program schedule. Mrs. Corkrum

Commissioners' Proceeding for March 20, 2006

thinks the computers should be separate from the regular computer replacement program schedule and be included in the Sheriff's Department replacement vehicle/equipment replacement program. Mr. Scott said when computers are no longer useful for the Sheriff's Department vehicles, they will often still be useful in other departments. Some will have broken completely.

#### Grant for Fingerprint System in Jail

The vendor is dropping maintenance support for the fingerprint system in the jail so it needs to be replaced. It is about eight years old. The state has a grant to replace the system. In addition, it will cost the county about \$4500. IS has the \$4500 available because there were funds budgeted that will not be needed for maintenance of the current fingerprint system.

The fingerprint system interfaces with BI-PIN. We have to pay CrossMatch, the vendor for this system, to interface with BI-PIN. We then have to pay Intergraph to accept the data from this fingerprint system. That will be a separate expense. Mr. Scott has told BI-PIN that this probably should be a shared expense. He doesn't think the county will have to come up with any more money. If we did, he estimates it would cost about \$6000. The whole system costs \$20,000.

#### Utility Bills

Some companies audit utility bills for governments. The county could contract with them and pay them based on what they recover for the county. A company has approached IS about doing this work. It is a viable service. The Board is interested in finding out more information. They want to know how the company is paid and whether the county would have to pay the auditing company prior to receiving any funds. They want to know references from other counties.

#### Access county emails outside of county facilities

Mr. Koch asked if it is possible to access emails when staff are working outside the county offices. Mr. Scott said not yet. A lot of network design needs to be done before we extend it out. The work has begun to make it possible.

#### COUNTY ADMINISTRATOR

Commissioners' Proceeding for March 20, 2006

County Administrator Fred Bowen met with the Board.

.08 Distressed Funds/Economic Development Projects

Basin City Water and Sewer District:

Mr. Bowen has talked with Bonding Agent Jim Nelson and Bonding Attorney Jeff Nave who told him about \$2 million can be leveraged from the .08 distressed county/ economic development funds. As in the past, Mr. Bowen has asked the ports and cities in the county to submit requests for projects to the county. He has received three requests from the cities. He will call the Port of Pasco to ask about their requests because he understands they are hoping to put in a railroad spur. The \$2 million available will not be enough to do the work that is needed on the rodeo arena at TRAC.

Mr. Bowen would like to submit a grant application to use some of the funds, perhaps \$800,000 to \$1 million, for the Basin City Water and Sewer District to purchase the two existing systems at Basin City. Community Development Block Grant (CDBG) funds are expected to diminish in coming years.

Mr. Brock said my only comment is he doesn't want the county to have ownership. He wants the water and sewer district to retain ownership. Mr. Bowen said the systems would become the physical property of the water and sewer district and not Franklin County.

The .08 money is for distressed and rural counties for economic development. The requests that the county has received and expects to receive from the cities and ports would cost about \$800,000. Mr. Bowen would like to see the ports and cities end up with \$800,000 for their projects and the Basin City Water and Sewer District end up with ownership of the water systems. There is \$320,000 available right now for TRAC projects. The \$2 million is leverage money that is separate. Mr. Bowen proposed using the remaining \$2 million partly for the cities' and ports' projects (maybe \$1 million) and possibly use \$800,000 for the Basin City Water and Sewer District, with the remainder being used to do a complete design for upgrade of the rodeo arena at TRAC.

Mr. Brock would support the grant application for the Basin City Water and Sewer District. He would like to reconsider having funds go to the ports and cities

Commissioners' Proceeding for March 20, 2006

because they have access to other funds. The county doesn't have other options.

Mr. Bowen feels the port project which is a railroad spur would bring in industrial growth which would have impact to Franklin County.

Mr. Koch supports the Basin City project and the port project based on what he has heard about them. He feels they are both a win-win situation.

The Board gave approval for Mr. Bowen to submit the grant application.

#### Franklin County Corrections Center: Fire and Smoke System

The fire and smoke system in the jail needs to be replaced. One company has provided an estimate of \$65,134.54. Mr. Bowen will talk to Jail Captain Rick Long for more information. More bids will be obtained.

# Grand Old 4th - Professional Services Agreement with JD Platt's K-9 Kings

<u>Motion</u> – Mr. Koch: I move that we accept the Personal Services Agreement between Franklin County and JD Platt's K-9 Kings Entertainment. This is Resolution 2006-157. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 10)

#### Courthouse Renovation: Interior camera costs

The price is about \$109,000 for installation of interior cameras in the Courthouse and Public Safety Building and a few exterior cameras. The cost was deleted from the original courthouse renovation work. Once the grant funds are received from the state, the funds should be available. The cameras will not be ordered until funds are received.

The Board discussed how the cameras will be monitored. No decisions were made.

#### Sheriff's Vehicles

Mr. Bowen asked for approval to get prices from companies for doing the maintenance work on Sheriff's vehicles to see if their prices are comparable to the Public Works' prices. Mr. Koch asked why the vehicles were initially taken care of at Public Works. Mr. Brock said the commissioners wanted consistency and continuity and having the records kept in one spot. Mrs. Corkrum said the figures for repairs and maintenance include gas and vehicle replacement costs.

Commissioners' Proceeding for March 20, 2006

Mr. Koch would like to have Mr. Bowen obtain costs for using other companies. Mr. Brock agreed.

#### Prosecutor's Office

Mr. Bowen told the Board about an idea to hire an additional attorney in the prosecutor's office to work half-time on civil work and half-time on criminal work. There is not an office available currently for an additional position but the prosecutor feels there is a great need for the position.

#### **MINUTES**

Motion – Mr. Koch: I move that we accept Commissioners Minutes for March 13 and March 15, 2006. Second by Mr. Brock. 3:0 vote in favor.

Adjourned at 12:20 p.m.

Commissioners' Proceeding for March 20, 2006

There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 22, 2006.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

hairman

Member

Chairman Pro Tem

Clerk to the Board

Attest:

Approved and signed March 29, 2006.

# **OUT-OF-STATE TRAVEL REQUEST**

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED Name: Dates: Fl Sheriffs' Annual Training Conference Destination: Purpose: Account/Budget # ESTIMATED EXPENSE A:rfarMiles@\_\_\_\_Per Mile Lodging......\$ 1,200.00 Registrations, Fares .......\$ 360.00 Supplies Cab Fare \$ ......\$\_& Recommended: Examined and allowed by the Board of Commissioners, Franklin County, Washington ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE) Original Additional Returned Actual Advance **Funds** Funds Expenses Check No.

Date

Amount

Received by:

# FRANKLIN COUNTY RESOLUTION NO.

155 2006

#### BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

CREATION OF LINE ITEM 594.81.64.0080 (LICENSING CHAIRS/ RE: FURNITURE) WITHIN THE MISCELLANEOUS COURTHOUSE **RENOVATION FUND, NUMBER 310-000-001** 

and

INTRA BUDGET TRANSFER IN THE AMOUNT OF \$820 WITHIN THE 2006 COURTHOUSE RENOVATION FUND, NUMBER 310-000-001, FROM LINE ITEM 519.19.60.0000 (CAPITAL OUTLAY-COURTHOUSE RENOVATION) TO LINE ITEM 594.81.64.0080 (LICENSING CHAIRS/FURNITURE)

WHEREAS, the Franklin County Board of Commissioners gave consensus approval for the Franklin County Auditor to purchase four task chairs for the Licensing Department during the Commissioners' Proceeding for March 15, 2006; and

WHEREAS, the Board indicated Renovation funds would be utilized to pay for said purchase; and

WHEREAS, the Auditor obtained a quote from Husk Office Furniture and Supplies, Inc., for a cost of \$189 each, plus tax, for a total of \$818.75; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves creation of line item 594.81.64.0080 (Licensing Chairs/Furniture) within the 2006 Miscellaneous Courthouse Renovation Fund, Number 310-000-001.

BE IT FURTHER RESOLVED the Board hereby approves an intra budget transfer in the amount of \$820 within the 2006 Miscellaneous Courthouse Renovation Fund. Number 310-000-001, from line item 519.19.60.0000 (Capital Outlay-Courthouse Renovation) to line item 594.81.64.0080 (Licensing Chairs/Furniture).

cc:

APPROVED this 20th day of March 2006.

**BOARD OF COUNTY COMMISSIONERS** FRANKEIN COUNTY, WASHINGTON

**Corkrum** 

Robert E. Koch, Chair Pro Tem

Accounting Department

Licensing Department

Frank H. Brock, Member

Clerk to the Board

Originals: Auditor

Attest:

Minutes

County Administrator

# Franklin County Auditor

1016 North 4th Avenue

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

P.O. Box 1451 Pasco, WA 99301

March 20, 2006

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, March 20,2006,

Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Veteran's Assistance	1275	\$216.00
FC Enhanced 911	1127-1132	\$8,222.32
Crime Victims	340-341	\$2,409.71
Current Expense	49947-49969	\$9,213.82
Current Expense	49970-49985	\$1,709.76
Current Expense	49986-50010	\$51,502.46
Jail Commissary	2174-2180	\$11,007.41
Law Library	974-975	\$6,106.09
Current Expense	50011-50100	\$69,047.60
Veteran's Assistance	1276	\$763.63

In the amount of 160,198.80. The motion was seconded by Mark H Snik.
And passed by a vote of 3 to 5

# Presented In Appreciation To The Branklin County Board of Commissioners

For their recognition of the importance of improving this community by positively changing young lives and for their encouragement and support of the Benton Franklin Counties Juvenile Drug Court

Given this 16th day of March, 2006

Dennield Tale

Supérior Court Juige

Lonna K Malone

Court Commissioner

Bauton Branklin Counties Superior Court

Liverile Division

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Loren Heinen	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: March 20, 2006	Execute Contract	
Subject: SUB-2006-01, to subdivide approximately 43.71 acres into 12 single-family residential lots.	Pass Resolution X	
	Pass Ordinance	
Prepared By: Greg Wendt	Pass Motion X	Other: Public Meeting  ** Preliminary Approval
Reviewed By: Jerrod MacPherson	Other	

#### **BACKGROUND INFORMATION**

The applicant has submitted a preliminary plat to subdivide approximately 43.71 acres into twelve (12) single-family residential lots. The property is zoned Rural Community 1. Lots range in size from 2.5 acres to 6.86 acres. The land is located within the Eltopia Rural Settlement Area and is located south of School Road and Eltopia West Road.

In early 2004, the applicant rezoned (Zone Change 2004-01) the property from Agricultural to Residential. As part of the rezone, the Planning Commission required that any new lots not be smaller in size than 2.5 acres.

The land is located west of Highway 395, west and south of School Road and south of Eltopia West Road (123-460-100).

If approved, Preliminary Approval will allow the applicant 5 years to complete and record the final subdivision plat.

#### **SUMMARY**

At the regularly scheduled Planning Commission hearing on March 7, 2006 the Planning Commission voted to forward a positive recommendation (unanimous decision) for this application to the Board of County Commissioners subject to the following six (6) findings of fact and eight (8) conditions of approval:

# Findings of Fact:

- 1. Adequate provisions **have been** made for the public health, safety and general welfare and for open spaces, drainage ways, roads, alleys, or other public ways, water supplies, sanitary wastes, parks, playgrounds and other public needs.
- 2. The proposed subdivision does contribute to the orderly development and land use patterns in the area.
- 3. The public use and interest will be served by permitting the proposed subdivision.
- 4. The proposed subdivision **does** conform to the general purposes of any applicable policies or plans which have been adopted by the Board of County Commissioners.

Action Summary SUB-2006-01 Page 2

- 5. The proposed subdivision **does** conform to the comprehensive plan and zoning requirements.
- 6. The proposed subdivision does conform to the general purposes of the Subdivision Ordinance.

#### Conditions of Approval:

1. This approval is for a preliminary plat to subdivide approximately 43.71 acres into twelve (12) single-family residential lots. The property is zoned Rural Community 1. Lots range in size from 2.5 acres to 6.86 acres. The land is located within the Eltopia Rural Settlement Area and is located south of School Road and Eltopia West Road.

In early 2004, the applicant rezoned (Zone Change 2004-01) the property from Agricultural to Residential. As part of the rezone, the Planning Commission required that any new lots not be smaller in size than 2.5 acres.

#### 2. County Public Works Department:

- a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
- b. All right of way widths for Hill Drive, Spur Court and School Road shall be 60 feet in width and shown as such on the plat and labeled as dedicated. Also, it appears that School Road dissects Lot 12 of the proposed plat and if so, it shall be shown that way on the plat including curve information, dimensions, etc.;
- c. The owner(s) shall construct all proposed roads shown on the plat to the current county standards for hard surfaced roads. They (the owners) shall also submit design and construction plans certified and stamped by a licensed professional engineer including drainage notes, calculations or statements on how the drainage will be taken care of. The drawings shall be as-built after construction and a mylar copy submitted to public works for their records prior to being accepted into the county road system.
- d. Add the following note to the plat: "Approach permits are required for any new approaches onto county roads".
- 3. Applicant shall meet and comply with the standards of the Benton-Franklin Health Department. (see letter dated see letter dated February 7, 2006).
- 4. Prior to final review and approval the applicant shall submit a copy of the Final Plat to the Franklin County GIS Dept for review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.

Action Summary SUB-2006-01 Page 3

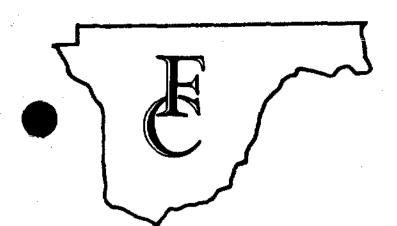
- 5. Applicant shall comply with the South Columbia Basin Irrigation District standards. The District is preparing a release of water right for the lands within the proposed subdivision and the Bureau of Reclamation is preparing an M&I contract to provide irrigation water to the proposed subdivision. Once the release of water right is approved and the M&I contract finalized the District can sign off on the plat.
- 6. Applicant shall meet and comply with the standards of the United States Bureau of Reclamation. Please see letter dated February 21, 2006 for requirements.
- 7. The developer and/or the property owner(s) shall maintain this subdivision free of any fire hazards, including but not limited to weeds, debris, and/or other nuisances. This area is located in FD #1 of Franklin County State of Washington. The following separation standards shall be required for all new structures and the language shall be placed on the plat.
  - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center line of such road right-of way and/or roadway/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. The County Planning Department has determined the following for this application:
  - a. The land to be subdivided is zoned Rural Community 1.
  - b. The land is located within the Eltopia Rural Settlement Area.
  - c. The applicant has stated that an **approved irrigation source** (separate from individual lot owners exempt single family wells) will be provided. With this, the development shall be in accordance with Department of Ecology and Department of Health standards for the use of single-family wells with an outside irrigation source.
  - d. The applicant shall provide verification that an **approved irrigation source** will be provided to the lots. This shall be completed prior to final plat approval. If this verification cannot be provided, re-application of the subdivision plat shall occur and compliance with the State Department of Health and Department of Ecology standards for single-family wells shall continue to apply.
  - e. The Final Plat shall be developed by a licensed Surveyor.
  - f. Lot 5 should have a minimum frontage of 50' feet. Spur Court may need to be extended in order to obtain the necessary frontage.

Action Summary SUB-2006-01 Page 4

- g. There are two (2) 60' access and utility easements being provided from Spur Court to the south and Spur Court to the east. This will assist in the future development of the adjoining properties.
- h. All lots shall comply with a minimum lot size of 2.5 acres (per Zone Change application Case File 2004-01).
- i. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided. (This statement shall be placed on the Plat).
- j. The land shall be in compliance with the County Fire and Nuisance codes at all times.
- k. The following shall be complied with for Enhanced 911 Emergency purposes: Address blocks shall be provided for all new lots. Addresses should be gained via the Planning Department in coordination with the County's Enhanced 911 Coordinator.
- 1. The Final Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 6 of Ordinance 03-2000 for specifications. Signature blocks and requirements shall be provided for the following: Big Bend Electric; Chair, Franklin County Planning Commission; Chair, Board of County Commissioners; South Columbia Basin Irrigation District; United States Bureau of Reclamation, Benton Franklin Health Department; County Engineer; County Treasurer; County Assessor; and County Auditor.
- m. All lots in the development are subject to <u>Park Dedication Fees</u> (\$50.00 per new lot/expected new dwelling unit). These fees may be paid prior to recording the final subdivision plat or at the time when a building permit is to be issued for the applicable lot(s). If the applicant chooses to not pay the fees prior to recording, then <u>a statement shall be placed on the plat</u> stating that Park Dedication Fees apply to ALL LOTS IN THE DEVELOPMENT (LOTS #1-12) and shall be paid prior to building permit issuance for a new home on each applicable lot.
- n. Preliminary plat approval is valid for a five (5) year period following approval by the Board of County Commissioners.
- o. After final plat recording, one (1) paper copy of the recorded plat shall be distributed to the Planning Director and one (1) paper copy to the County Assessor.

#### **MOTION**

Grant approval of subdivision application SUB-2006-01, subject to the six (6) findings of fact and eight (8) conditions.



# FRANKLIN COUNTY

# COMMISSIONERS

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

RESOLUTION NUMBER 2006 156

#### PRELIMINARY APPROVAL

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

**RE:** SUB 2006-01, to subdivide approximately 43.71 acres into twelve (12) single-family residential lots. The property is zoned Rural Community 1 (RC-1) and is located within the Eltopia Rural Settlement Area.

APPLICANT: Loren and Mary Lynn Heinen, 9413 Richardson Road, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County has reviewed the recommendation by the Franklin County Planning Commission for the preliminary subdivision application of <u>Loren and Mary Lynn Heinen</u> and has recommended <u>preliminary approval</u> of the preliminary subdivision subject to the following findings of fact and conditions of approval:

#### Findings of Fact:

- 1. Adequate provisions have been made for the public health, safety and general welfare and for open spaces, drainage ways, roads, alleys, or other public ways, water supplies, sanitary wastes, parks, playgrounds and other public needs.
- 2. The proposed subdivision **does** contribute to the orderly development and land use patterns in the area.
- 3. The public use and interest will be served by permitting the proposed subdivision.
- 4. The proposed subdivision **does** conform to the general purposes of any applicable policies or plans which have been adopted by the Board of County Commissioners.
- 5. The proposed subdivision does conform to the comprehensive plan and zoning requirements.
- 6. The proposed subdivision does conform to the general purposes of the Subdivision Ordinance.

#### Conditions of Approval:

1. This approval is for a preliminary plat to subdivide approximately 43.71 acres into twelve (12) single-family residential lots. The property is zoned Rural Community 1. Lots range in size from 2.5 acres to 6.86 acres. The land is located within the Eltopia Rural Settlement Area and is located south of School Road and Eltopia West Road.

# 2006 156

Reso	lution	Number

Preliminary Approval SUB-2006-01 Page 2

In early 2004, the applicant rezoned (Zone Change 2004-01) the property from Agricultural to Residential. As part of the rezone, the Planning Commission required that any new lots not be smaller in size than 2.5 acres.

#### 2. County Public Works Department:

- a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure.
- b. All right of way widths for Hill Drive, Spur Court and School Road shall be 60 feet in width and shown as such on the plat and labeled as dedicated. Also, it appears that School Road dissects Lot 12 of the proposed plat and if so, it shall be shown that way on the plat including curve information, dimensions, etc.
- c. The owner(s) shall construct all proposed roads shown on the plat to the current county standards for hard surfaced roads. They (the owners) shall also submit design and construction plans certified and stamped by a licensed professional engineer including drainage notes, calculations or statements on how the drainage will be taken care of. The drawings shall be as-built after construction and a mylar copy submitted to public works for their records prior to being accepted into the county road system.
- d. Add the following note to the plat: "Approach permits are required for any new approaches onto county roads".
- 3. Applicant shall meet and comply with the standards of the **Benton-Franklin Health Department**. (see letter dated see letter dated February 7, 2006).
- 4. Prior to final review and approval the applicant shall submit a copy of the Final Plat to the **Franklin County GIS Dept** for review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.
- 5. Applicant shall comply with the **South Columbia Basin Irrigation District** standards. The District is preparing a release of water right for the lands within the proposed subdivision and the Bureau of Reclamation is preparing an M&I contract to provide irrigation water to the proposed subdivision. Once the release of water right is approved and the M&I contract finalized the District can sign off on the plat.
- 6. Applicant shall meet and comply with the standards of the United States Bureau of Reclamation. Please see letter dated <u>February 21, 2006</u> for requirements.

# 2006 156

#### **Resolution Number**

Preliminary Approval SUB-2006-01 Page 3

- 7. The developer and/or the property owner(s) shall maintain this subdivision free of any fire hazards, including but not limited to weeds, debris, and/or other nuisances. This area is located in FD #1 of Franklin County State of Washington. The following separation standards shall be required for all new structures and the language shall be placed on the plat.
  - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center line of such road right-of way and/or roadway/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. The County Planning Department has determined the following for this application:
  - a. The land to be subdivided is zoned Rural Community 1 (RC-1).
  - b. The land is located within the Eltopia Rural Settlement Area.
  - c. The applicant has stated that an **approved irrigation source** (separate from individual lot owners exempt single family wells) will be provided. With this, the development shall be in accordance with Department of Ecology and Department of Health standards for the use of single-family wells with an outside irrigation source.
  - d. The applicant shall provide verification that an **approved irrigation source** will be provided to the lots. This shall be completed prior to final plat approval. If this verification cannot be provided, re-application of the subdivision plat shall occur and compliance with the State Department of Health and Department of Ecology standards for single-family wells shall continue to apply.
  - e. The Final Plat shall be developed by a licensed Surveyor.
  - f. Lot 5 should have a minimum frontage of 50' feet. Spur Court may need to be extended in order to obtain the necessary frontage.
  - g. There are two (2) 60' access and utility easements being provided from Spur Court to the south and Spur Court to the east. This will assist in the future development of the adjoining properties.

Resolution Number 2006 156

Preliminary Approval SUB-2006-01 Page 4

- h. All lots shall comply with a minimum lot size of 2.5 acres (per Zone Change application Case File 2004-01).
- i. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided. (This statement shall be placed on the Plat).
- j. The land shall be in compliance with the County Fire and Nuisance codes at all times.
- k. The following shall be complied with for Enhanced 911 Emergency purposes: Address blocks shall be provided for all new lots. Addresses should be gained via the Planning Department in coordination with the County's Enhanced 911 Coordinator.
- 1. The Final Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 6 of Ordinance 03-2000 for specifications. Signature blocks and requirements shall be provided for the following: Big Bend Electric; Chair, Franklin County Planning Commission; Chair, Board of County Commissioners; South Columbia Basin Irrigation District; United States Bureau of Reclamation, Benton Franklin Health Department; County Engineer; County Treasurer; County Assessor; and County Auditor.
- m. All lots in the development are subject to <u>Park Dedication Fees</u> (\$50.00 per new lot/expected new dwelling unit). These fees may be paid prior to recording the final subdivision plat or at the time when a building permit is to be issued for the applicable lot(s). If the applicant chooses to not pay the fees prior to recording, then <u>a statement shall be placed on the plat</u> stating that Park Dedication Fees apply to ALL LOTS IN THE DEVELOPMENT (LOTS #1-12) and shall be paid prior to building permit issuance for a new home on each applicable lot.
- n. Preliminary plat approval is valid for a five (5) year period following approval by the Board of County Commissioners.
- o. After final plat recording, one (1) paper copy of the recorded plat shall be distributed to the Planning Director and one (1) paper copy to the County Assessor.

Resolution Number \_\_\_\_\_

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Preliminary Approval SUB-2006-01 Page 5

WHEREAS, the public use and interest will be served by giving preliminary approval to the above-mentioned application.

**NOW THEREFORE, BE IT RESOLVED** that the above-mentioned application be given preliminary approval in accordance with the provisions of the Franklin County Subdivision Ordinance #03-2000.

SIGNED AND DATED THIS 20<sup>th</sup> DAY OF MARCH 2006.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

Chairman

Chair Pro Tem

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Bob Whitelatch	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: March 20, 2006	Execute Contract	
Subject: ZC 2006-02, to change the zoning designation on approximately 1 acre from C-2 to AP 20.	Pass Resolution	
	Pass Ordinance X	
Prepared By: Greg Wendt	Pass Motion X	Other: Public Meeting
Reviewed By: Jerrod MacPherson	Other	

#### **BACKGROUND INFORMATION**

This application is to change the zoning classification on approximately 1 acre that is currently zoned Rural Service Commercial (C-2). The rezone involves changing the land from C-2 to Agricultural Production 20 (AP-20). A home is located on the 1-acre property and a rezone to AP-20 is consistent with the County Comprehensive Plan, the Agricultural Service Center designation in the Comprehensive Plan, and the AP-20 zone which allows single family homes as a permitted use.

The home and 1 acre is located at the southeast intersection of Eltopia West Road and Taylor Flats Road (123-090-182).

#### **SUMMARY**

At the regularly scheduled Planning Commission hearing on March 7, 2006 the Planning Commission voted to forward a positive recommendation (unanimous vote) for this application to the Board of County Commissioners subject to the following five (5) findings of fact:

#### **FINDINGS OF FACT**

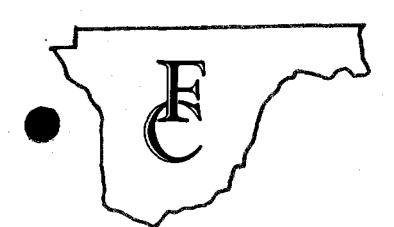
- The application to rezone approximately 1 acre of land from Rural Service Commercial C-2 to Agricultural Production 20 (AP-20) IS in accordance with the Goals, Policies, and Land Use Map of the Franklin County Comprehensive Plan.
  - a. This application is to change the zoning classification on approximately 1 acre that is currently zoned Rural Service Commercial (C-2). The rezone involves changing the land from C-2 to Agricultural Production 20 (AP-20).
  - b. A home is located on the 1-acre property.
  - c. A rezone to AP-20 is consistent with the County Comprehensive Plan, the Agricultural Service Center designation in the Comprehensive Plan, and the AP-20 zone, which allows single-family homes as a permitted use.

#### Page 2 Action Summary ZC 2006-02

- d. The rezone to AP-20 will allow the existing home to become an allowed use rather than a non-conforming use in the C-2 Zone.
- (2) The effect of the proposal on the immediate vicinity WILL NOT be materially detrimental.
- (3) There **IS** merit and value in the proposal for the community as a whole.
- (4) Conditions **ARE NOT** required to be imposed in order to mitigate any significant adverse impacts from the proposal.
- (5) A concomitant agreement between the County and the petitioner IS NOT required for this application.

#### **MOTION**

Grant approval of zone change application ZC-2006-02, subject to the five (5) findings of fact.



# FRANKLIN COUNTY

# COMMISSIONERS

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

#### **ORDINANCE NUMBER #** 4-2006

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING – ZONING DESIGNATION CHANGE FOR APPROXIMATELY 1-ACRE LOCATED AT THE SOUTHEAST INTERSECTION OF ELTOPIA WEST AND TALYOR FLATS ROADS.

APPLICANT: Bob Whitelatch, 10201 West Court Street, Pasco, WA 99301.

WHEREAS, on March 20, 2006 the Clerk of the Board did set this date for a public meeting to consider the positive recommendation of the Franklin County Planning Commission to change the zoning classification on approximately 1-acre that is currently zoned Rural Service Commercial (C-2). The rezone involves changing the land from C-2 to Agricultural Production 20 (AP-20); and

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

- 1. The County Planning Commission, after public hearing and consideration on **ZC 2006-02** did recommend approval of said rezone (see attached map), with the following findings of fact;
  - a. The application to rezone approximately 1-acre of land from Rural Service Commercial C-2 to Agricultural Production 20 (AP-20) **IS** in accordance with the Goals, Policies, and Land Use Map of the Franklin County Comprehensive Plan.
    - i. This application is to change the zoning classification on approximately 1-acre that is currently zoned Rural Service Commercial (C-2). The rezone involves changing the land from C-2 to Agricultural Production 20 (AP-20).
    - ii. A home is located on the 1-acre property.
    - iii. A rezone to AP-20 is consistent with the County Comprehensive Plan, the Agricultural Service Center designation in the Comprehensive Plan, and the AP-20 zone, which allows single-family homes as a permitted use.
    - iv. The rezone to AP-20 will allow the existing home to become an allowed use rather than a non-conforming use in the C-2 Zone.
  - b. The effect of the proposal on the immediate vicinity WILL NOT be materially detrimental.

## Ordinance Number # 4-2006 Zone Change 2006-02 Page 2

- c. There **IS** merit and value in the proposal for the community as a whole.
- d. Conditions **ARE NOT** required to be imposed in order to mitigate any significant adverse impacts from the proposal.
- e. A concomitant agreement between the County and the petitioner **IS NOT** required for this application.

WHEREAS, it appears to be in the public use and interest to approve said zone change.

**NOW, THEREFORE, BE IT ORDAINED** that the 1-acre (approximate) of land be rezoned from C-2 to AP-20 as described above (see attached map).

SIGNED AND DATED THIS 20th DAY OF MARCH 2006.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

CHÁIRMAN

ATTEST:

CLERK OF THE BOARD

HAIR PRO TEM

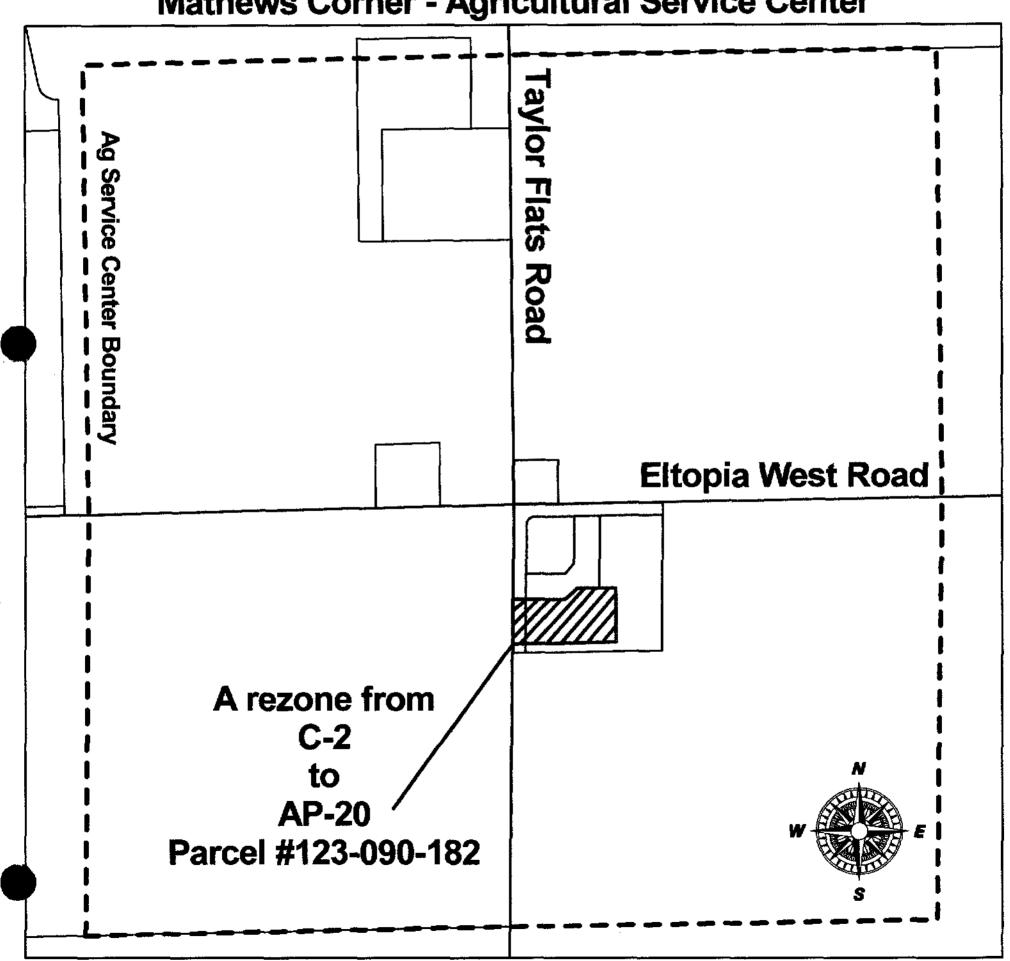
MEMBER

Ordinance Number # 4-2006 Zone Change 2006-02 Page 3

> A rezone from C-2 to AP-20

Parcel # 123-090-182

Mathews Corner - Agricultural Service Center



THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND APPROVED FOR PAYMENT IN THE AMOUNT OF \$8,645.33 ON THIS 20TH DAY OF MARCH 2006.

COUNTY ROAD FUND 15000 150 000 001 540 00

Roard Mombos

Voucher#	Claimant	Purpose	Amount
	ADVANCE OFFICE SYSTEMS	lease payment AFICIO AF-1045	687.71
	AMERIGAS	propane	1088.45
	BASIN CITY AUTO PARTS, INC.	crimper	13.99
	BIG BEND ELECTRIC COOP	lighting service	807.00
	BRUTZMAN'S	battery/copies/supplies	546.44
	CASCADE NATURAL GAS	monthly service	462.86
	CONNELL GRANGE SUPPLY	misc supplies	249.73
-	CORAL SALES CO.	posts	460.75
	FASTENERS, INC.	bolts/washers/nuts	58.69
	FRANKLIN CO PUD	monthly service	1127.25
	FRANKLIN CO GRAPHIC	advertisement	25.50
	FRANKLIN CO INFO SERVICES	broadband Feb & Mar 06/backup phone/scan Feb	723.23
	HUSK OFFICE SUPPLIES	stamp ink/calculator/pens	215.01
	J-U-B ENGINEERS, INC.	professional services	1159.10
	KROLL MAP CO.	updates-Pasco atlas	20.20
	LOURDES BUSINESS HEALTH	professional testing	214.00
	APS INC.	ink cartridge for postage machine	86.38
	RANCH & HOME	hose and head assyembly	12.01
	U.S. LINEN	service	213.81
	UTILITIES UNDERGROUND LOCATE	notifications	54.05
	W,S.A.C.	registration for district meeting	130.00
	3M COMPANY	electronic cuttable film	289.17

E, THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND APPROVED FOR PAYMENT IN THE AMOUNT OF \$28,008.14 ON THIS 20TH DAY OF MARCH 2006.

**2005 YEAR VOUCHERS** 

MV&PW EQUIPMENT FUND 500 000 001 548.60 Board Member

Board Member

Voucher#	Claimant	Purpose	Amount
	Applied Industrial Technologies	Seal and bearing	19.89
	BearCat Manufacturing	Solenoid, valves, repair kit, & coils	604.25
	Cascade Natural Gas	Monthly service to shop	1,168.13
	Chevron USA, Inc. (California)	Unleaded gasoline	58.68
	Chevron USA, Inc. (N. Carolina)	Chevron GST Oil ISO 68 (5 gallons)	40.67
•	City of Pasco	Monthly service to shop	88.28
	Clyde West	Brake drum	309.37
	Columbia Basin Paper	Gloves	45.48
)	Columbia Rigging Corp.	Wire rope	19.17
	Connell Oil, Inc.	Diesel and gasoline	9,382.03
	Coral Sales Company	Posts, bolts, washers & nuts	1,255.50
	Critzer Equipment	Starters, ejectors, strobe beacons & cylinders	7,784.7
·	Day Wireless Systems	Program radio for ET7112	48.7
	Empire Rubber & Supply	Parts for SV155	1,053.7
	Franklin County PUD	Monthly service to shop	1,051.8
	IBS Incorporated	Power flap	163.0
	McCurley Chevrolet	Gas caps & headlight switch	123.7
	Emerald Package Express	Shipping charges	14.5
	Torque-A-Matic	Gear for SV1445	66.5
	NAPA Auto Parts	Parts	2,144.6
	Newman Signs	Speed and traffic control signs	1,428.0
	Norco, Inc.	Flat black rust-proof enamel	32.6
	RDO Equipment	Spring pin, plate, seal, bracket & quadrant	71.3
	Rowand Machinery Co.	V-belts	50.6
	Russ Dean Ford	Wheel cover	22.8
	Safelite Glass Corp.	Mobile windshield repair	29.0
	Six States Distributors	7-way plug	46.6
	Tri-Cities Battery	Batteries	604.9
	U.S. Linen	Monthly service to shop	92.5
	W.W. Grainger, Inc.	Lubricator, regulator, & faucet mount eye-wash	186.4

THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND APPROVED FOR PAYMENT IN THE AMOUNT OF \$1,127.78 ON THIS 20TH DAY OF MARCH 2006.

SOLID WASTE FUND 152 001 001 539 10 Board Member

Board Member

Voucher # Claimant	Purpose	Amount
BDI TRANSFER	dump coupons	145.30
FRANKLIN PUD	exhibitor fee	75.00
FRANKLIN CO. INFO. SERVICES LAB SAFETY SUPPLY, INC.	global crossings involce/scan charges Feb 06 rubbermaid stge shed	6.95 900.53

THE UNDERSIGNED BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES HEREINAFTER HAVE BEEN RECEIVED AND APPROVED FOR PAYMENT IN THE AMOUNT OF \$198.03 ON THIS 20TH DAY OF MARCH 2006.

Probation Work Crew 152 002 001 523 30

Board Member

Voucher#	Claimant	Purpose	Amount
	BDI TRANSFER	litter crew disposal costs	162.13
	CINGULAR WIRELESS	monthly service	35.90

# FRANKLIN COUNTY RESOLUTION NO. 2006 157

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PERSONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND JD PLATT'S K9 KINGS ENTERTAINMENT TO PERFORM THREE SHOWS EACH DAY JULY 1-4, 2006 AT THE GRAND OLD 4TH

WHEREAS, JD Platt, Owner, K9 Kings Entertainment, agrees to perform three (3) thirty (30) minute shows each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$4,000.00, plus RV accommodations; to be paid as follows: \$1,000.00 deposit upon execution of contract and \$3,000.00 upon completion of the last performance July 4, 2006; 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 approves the attached Personal Services Agreement between Franklin County and JD Platt, K9 Kings Entertainment, agrees to perform three (3) thirty (30) minute shows each day July 1-4, 2006 in conjunction with the project designated Grand Old 4th, with the cost not to exceed \$4,000.00, plus RV accommodations.

APPROVED this 20th day of March 2006.

BOARD OF COUNTY COMMISSIONERS FRANKEIN COUNTY, WASHINGTON

Neva LaCorkrups, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Originals:

Attest:

Auditor Minutes JD Platt

cc:

Accounting Department
County Administrator File
County Administrator - Invoice

#### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between Franklin County, hereinafter referred to as Franklin County, and JD Platts, K9 Kings Entertainment, hereinafter referred to as the Contractor, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

#### **Purpose**

The purpose of this agreement is to allow Franklin County to retain the Contractor to perform three (3) thirty (30) minute shows each day July 1-4, 2006 in connection with the project designated Grand Old 4th.

#### **Scope Of Services**

The Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

#### **Time For Performance**

Work under this contract shall commence upon the giving of written notice by the Board of Franklin County Commissioners to the Contractor to proceed. The Contractor shall perform all services and provide all work product required pursuant to this agreement July 1-4, 2006.

#### **Payment**

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

- a. Payment for the work provided by the Contractor shall be made as provided in Exhibit A, paragraph 2, attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$4,000.00, without express written modification of the agreement signed by the Franklin County Commissioners.
- b. A deposit of \$1,000.00 will be paid upon execution by the Franklin County Commissioners.
- c. Final payment of \$3,000.00 will be made promptly upon ascertainment and verification by the County of the completion of the performances under this agreement.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- e. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Franklin County and Washington State for a period of three (3) years after final payments. Copies shall be made available upon request.

# **Compliance With Laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

#### Indemnification

The Contractor, its officers, agents and employees, agree to fully indemnify, hold harmless and defend Franklin County, its officers, agents, and employees, against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries including, without limitation on the foregoing, worker's compensation and death claims, or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, any negligent or intentional act or omission of the Contractor, its officers, agents, and employees in performing this contract. The Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

Furthermore, for the purposes of this section, the Contractor expressly waives its immunity under Title 51 or subsequent revisions of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

#### Insurance

The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name Franklin County as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the named insured. Certificates of coverage as required by this section shall be delivered to Franklin County Risk Manager within fifteen (15) days of execution of this agreement.

#### **Independent Contractor**

The Contractor and Franklin County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employees of Contractor shall be entitled to any benefits accorded Franklin County employees by virtue of the services provided under this agreement. Franklin County shall not be responsible for withholding or otherwise deducting federal income tax or social security, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

#### **Covenant Against Contingent Fees**

The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Franklin County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **Discrimination Prohibited**

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, marital status, disabled, or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap in the selection and retention of employees or procurement of materials or supplies, provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

#### **Assignment**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of Franklin County.

#### Non-Waiver

Waiver by Franklin County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

#### **Termination**

This contract can not be terminated by the Contractor.

a. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by Franklin County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and Franklin County, if Franklin County so chooses.

#### **Notices**

Notices to Franklin County shall be sent to the following address:

Grand Old 4th
Franklin County Administrator
1016 N. Fourth Avenue
Pasco, WA 99301
Attn: Fred H. Bowen

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

K9 Kings Entertainment 18696 Kuhlman Road Bend, OR 97701 Attn: JD Platt

#### **Integrated Agreement**

This Agreement together with attachments of addenda, represents the entire and integrated agreement between Franklin County and the Contractor supersedes all prior negotiations, representations, or agreements written or oral. Should there be any conflicting provisions or discrepancies between this Personal Services Agreement and attached Exhibit A, the provisions of the Personal Services Agreement shall supersede the conflicting provisions or discrepancies of attached Exhibit A. This agreement may be amended only by written instrument signed by both Franklin County and the Contractor.

#### **Jurisdiction And Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action shall be in the Superior Court for Franklin County.

#### Changes, Modifications, and Amendments

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

#### Severability

If a provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end and the provisions of this Agreement are declared to be severable.

#### **All Writings Contained Herein**

This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

The parties to this Contract have executed this Contract in original duplicates as of the date written below.

This Contract shall take effect this $\int_{-\infty}^{\infty}$	1 TH day of MARCH, 2006.
CONTRACTOR:	BOARD OF COUNTY COMMISSIONER Franklin County, Washington
Firm: JD Platt's K9 Kings Entertainment	Neva J. Corkrym, Chairman
By:JD Platt	Robert E. Koch, Chairman Pro Tem
Signature: 177	Frank H. Brock, Member
Title: Owner/Artist	ATTEST BY:
Approved as to form:	Man Wither 3-20-06 Clerk of the Board
Ryan E. Verhulp,	
Chief Civil Prosecutor	

Engagement Agreement Contract No. JD2006-01



COUNTY RECEIVED MAR CONTRATOR

1. PARTIES. The parties to this agreement are:

## ARTIST: J.D. Platt

18696 Kuhlman Rd. Bend, Oregon 97701 541-617-1454 or 541-788-1967 Artist's Social Security # 426-02-0699

#### **PURCHASER:**

Grand Old Fourth 1016 N. 4<sup>th</sup> Ave. Pasco, Washington 99301 509-545-3578

#### 2. TERMS AND CONDITIONS:

- A. Name and place of engagement: Grand Old Fourth in Pasco, WA.
- B. Performance Date(s): July 1, 2006 through July 4, 2006
- C. No. of shows daily: 3 shows daily (approximately 25-30 minute shows)
- D. Type of engagement: On grounds entertainment for festival event
- E. Fixed fee amount: \$4000 complete
- F. Deposit Due: \$1000 due upon signing of contract
- G. Balance Due Date: \$3000 due upon July 4, 2006
- 3. THIS AGREEMENT is subject to proven detention by sickness, accidents, riots, strikes, epidemics or any other legitimate conditions beyond the Purchaser's or Artist's control. If artist cancels due to legitimate conditions, 100% of deposit is due within 7 days of cancellation. NOTE: If it is an outdoor event, Purchaser should provide a rain site (or adequate & safe weather protection) as the Artist is to be paid in full even if it is rainy or are unsafe conditions to the point the Artist cannot perform at scheduled place (paragraph 2.A). If Artist travels to the performance site before learning the date is cancelled, the Purchaser is responsible for 100% of payment.

- 4. CANCELLATION CLAUSE. Artist agrees not to cancel this engagement and will reserve performance dates after this contract is signed. If this engagement is cancelled for ANY reason by purchaser after the signing of this contract purchaser is liable to compensate artist 50% of balance due within 7 days of cancellation. If this engagement is cancelled for ANY reason by purchaser within 90 days of the first performance date(s) purchaser is liable to compensate artist 80% of balance due within 7 days of cancellation. If Artist is already in route or travels to the performance site, before learning the event is cancelled the Purchaser is responsible for 100% of payment due upon cancellation.
- 5. ARTIST DUTIES. Artist agrees to provide canine entertainment services and to perform the engagement according to the terms and conditions as set forth in paragraph 2 and herein. Artist agrees to indemnify, defend and hold Purchaser harmless from and against all claims, costs or liabilities for damage or injury during this engagement. Artist agrees to carry liability insurance and will provide additional insured to Purchaser, if requested.
- 6. PURCHASER DUTIES: Purchaser agrees to contract J.D. Platt's K9 Kings Entertainment for services. Purchaser will provide Artist with a safe performance area of a minimum of 70 feet long by 40 feet wide. The Purchaser shall provide two separate breakers with 110 volt outlets or a separate 30 or 50 amp breaker with an additional 110 volt outlet. Purchaser will provide water/sewer hook-ups, if available.

**DATE OF AGREEMENT ORIGINATION: 3/3/06** 

BY SIGNING BELOW YOU AGREE TO THIS ENGAGEMENT AGREEMENT.

SIGNATURE OF ARTIST:	SIGNATURE OF PURCHASER:	
1)PCS DATE: 3/3/06	DATE:	
J.D. PLA++ (print name)	(print name)	