

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for March 22, 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 Jerrod MacPherson to attend the National American Planning Association (APA) Conference in San Antonio, Texas, April 17-20, 2006, at not cost to the County. Expenses will be fully paid by the state association. (Exhibit 1)
2. Approval of **Resolution 2006-158** for the Software Maintenance Service Contract between Intergraph and Franklin County Dispatch for maintenance of the computer-aided design and mobile systems, effective January 1, 2006 through December 31, 2006, for a cost of \$40,411.06, payable from the 2006 Miscellaneous Budget, Number 139-000-001, line item 528.80.48.0000 (Repair & Maintenance), and authorizing the Chairman to sign said contract on behalf of the Board. (Exhibit 2)

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

Human Services: Regional Support Network (RSN) Board

Mr. Koch said Spokane County wants to join the RSN Board. He feels it is not right but he wants to be sure the other two commissioners feel the same way prior to casting his vote at a meeting tomorrow. Mrs. Corkrum does not feel Spokane County should be allowed to join the RSN. Mr. Brock agreed.

Washington Counties Insurance Fund (WCIF)

The Board will continue to have Mr. Brock as a director on the WCIF board with Mr. Koch as an alternate and Human Resources Director Rosie Rumsey attending as staff.

Homeless Housing contract with Community Action Committee (CAC)

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Mr. Brock said a provision should have been included in the first contract with the CAC that defines how they get paid. This change will be included on Monday's consent agenda.

Vouchers/Warrants

**Motion** -- Mr. Koch: I move for payment of fund expenditures in the amount of \$78,000.36: Current Expense warrants 50101 through 50115 for \$37,717.71; Grand Old 4<sup>th</sup> warrant 93 for \$603.89; Treasurer O&M warrant 174 for \$210.39; Rental Car Excise Tax warrant 2 for \$12,167.75; Current Expense warrants 50116 through 50136 for \$23,649.98; and Current Expense warrants 50137 through 50152 for \$3,650.64. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 3)

Animal Control

Mrs. Corkrum told the Board about her conversations with a dog owner and with the Sheriff's Department regarding a dog that attacked a cat.

**PLANNING AND DEVELOPMENT DEPARTMENT**

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

Public Meeting: Conditional Use Permit CUP 2006-02, an application by Rhonda Jenks (Country View Cemetery) to amend CUP 2002-09 and its conditions of approval. This CUP is an application to construct and operate a cemetery in the Agricultural Production (A-P) Zoning District. The property is zoned Agricultural Production 20 (AP-20) Zoning District.

Public Meeting convened at 9:17 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 4). This is an amendment to CUP 2002-09.

Mr. MacPherson showed a copy of the original site plan submitted in 2002. There will be a chain and bollard type of fence instead of a chain link fence. The area

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has been developed with grass, landscaping and gravel. The area is so small that the applicants do not feel they will need to have a maintenance building at this time. The graveling requirements and perimeter parking and access requirements have been completed. The current gravel area will accommodate more than the 52 parking spaces that were originally included.

Mr. Wendt reviewed Condition 6(c):

"Due to the anticipated traffic volumes that could be generated from a funeral and in lieu of paving Sheffield Road, the owner(s) shall provide and install signage that can be opened during funeral services and then closed during non-funeral times. The owner(s) shall work with the Public Works Department on exactly what kind of signage and placement of the signs."

Instead of paving Sheffield Road as was required in the initial application, the owners will provide and install signage. Mr. Wendt understands that Sheffield Road is on the list of roads that will be paved soon.

The Planning Commission added Condition 6(e):

"Owner(s) shall be advised that absolutely no parking will be allowed on Sheffield Road, and that if funerals are anticipated to generate more than 50 vehicles, that they (the owners) shall provide an additional area away from Sheffield Road to accommodate the additional vehicles. This overflow lot could be grass instead of rock, etc. The applicant shall provide 'No Parking' signs along Sheffield Road. Applicant can contact the Public Works Department for sign standards and locations."

Mr. Wendt said the owners need to be advised that there will be no parking allowed on Sheffield Road. If more parking is needed, it will have to be accommodated in the adjoining property owned by the cemetery owners.

Mr. Wendt read Condition 7: "If a cemetery district is formed in the future for the area, the cemetery may be deeded over to the District." He said the property owners have the choice of deeding it over to the district.

The type of fence is being left up to the applicant.

The applicants will have to get a business license because it is a for-profit cemetery.

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**Motion** – Mr. Koch: I move that we grant approval to Conditional Use Permit Application CUP 2006-02 for the application amendment to CUP 2002-09 subject to the six findings of fact and 15 conditions. This is Resolution 2006-159. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 5)

Public Meeting: Conditional Use Permit CUP 2006-03, an application by Robert and Nina Lundgren (Bonina) to operate a commercial area (livestock/animal) in the Agricultural Production 20 Zoning District. The proposal includes livestock sales, horse and dog shows, RV Parking, animal training-lessons and animal boarding.

Public Meeting convened at 9:27 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 Action Summary (Exhibit 6).

Mr. MacPherson showed a copy of the site map with aerial photographs taken in 1992 overlaid on it. The use of the property has evolved into a commercial venture. Initially, the buildings were built for personal use.

Mr. Wendt reviewed the conditions of approval.

Mrs. Corkrum asked if there is a farm management plan in place to handle animal manure. Mr. Koch said he thinks 95% of the time there are not many animals on the site. When there are big shows, there are more animals. Mr. Koch said there are enough fields that the manure could be spread on the owners' fields.

**Motion** – Mr. Brock: I move that we grant approval to Conditional Use Permit CUP 2006-03 subject to the six findings of fact and 13 conditions. This is Resolution 2006-160. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Farmworker Housing Sites

Mr. Wendt showed the Board on a map two sites on which the state plans to place farmworker housing, one off of Page Road and one at Alder and Dayton Roads. There will be some permanent structures as well as concrete pads for tents. The properties are

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both owned by Stemilt. Mr. Wendt does not know how many people would be housed on the site. The pads are about 400 square feet.

**VOUCHERS/WARRANTS**

**Motion** – Mr. Koch: I move for approval of payment of County Road Fund payroll for \$61,136.42; and Motor Vehicle Fund payroll for \$10,119.24. Second by Mr. Brock. 3:0 vote in favor.

**TRAC**

TRAC Manager Troy Woody met with the Board. Present in audience: Ryan Verhulp.

**RV Park**

Mr. Woody reviewed budget revenue and profit figures for the RV Park.

The county has received a complaint from Sandy Heights RV Park about the county RV Park affecting their profits. The Board asked staff to check with Benton County about the Horn Rapids RV Park before responding to Sandy Heights.

**Horse Stalls and Marketing Project**

Mr. Woody showed the Board a drawing of where the horse stalls have been placed on the TRAC property. He answered the Board's questions. There are now 268 permanent outdoor stalls. When stalls are installed in the Pavilion, there will be more than 400 stalls available for horse events.

Mr. Woody showed the Board a draft proposal of how stalls would be marketed in 2007. He would like to be able to buy panels for new stalls in the Pavilion costing about \$90,000, perhaps spread out over three years. He told the Board how figures were determined. The panels that were already owned have been used to make the permanent outdoor stalls.

Mr. Woody's five-year plan includes installation of a special paver in the aisles so horses will not really be on concrete. Concrete gets slick when it rains. There is no disadvantage for us with the pavers. The change will result in a nicer-looking entrance.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

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**Executive Session** at 10:10 a.m. regarding potential litigation expected to last approximately 10 minutes.

**Open Session** at 10:25 a.m.

Contracts

Mr. Koch asked Mr. Verhulp if the Board can expedite approval of annual contracts with no changes besides a date and thereby take some of that load off the Prosecutor's Office. Mr. Verhulp said the Board can decide whether they are comfortable with doing that. Mr. Bowen has heard there is some computer software available that points out changes between two contracts. He will follow up to find out about the software. Mr. Verhulp said the workload has been such that contract review is a low priority.

**Recessed** at 10:28 a.m.

**Reconvened** at 10:36 a.m.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Franchises

Mr. Fife answered the Board's questions about franchises in the county. He said in the county sense, a franchise means we give a company the right to use our county right-of-ways to use for their facility.

CRAB Annual Report

Mr. Fife asked for approval for the chairman's signature on the annual report. The Board reviewed the report.

**Motion** – Mr. Brock: I move we approve the Annual Certification of the CRAB report and authorize the chairman's signature on said document. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Kahlotus road area

Mr. Fife told the Board that the state has done work on a state road at Kahlotus and has included work to chip seal a portion of a county road that was requested by the City of Kahlotus several months ago.

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Fish Passage Certification

Mr. Fife said the CRAB Board requires signature on a certification which shows the county didn't spend anything on fish passage outside of our county roads.

**Motion** – Mr. Koch: I move that we approve the chairman to sign the Washington State County Road Administration Board (CRAB) Certification of Road Fund Expenditures for Fish Passage. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 9)

Traffic Enforcement

No County Road funds have been spent on traffic enforcement. The CRAB report was reviewed. Mr. Fife said the estimated figures on the report were prepared by the Sheriff's Office. He asked for approval of the report.

**Motion** – Mr. Brock: I move for the approval of the Rural Arterial Program, Certification of Road Fund Expenditures for Traffic Law Enforcement as listed and authorize the Chairman's signature on said document. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

CAP Report

Mr. Fife said a fourth report does not require Board signature. He asked if the Board would like to review it once it is completed. The Board said no.

**Executive Session** at 10:48 a.m. regarding personnel expected to last 10 minutes.

**Open Session** at 10:51 a.m.

The Board asked Mr. Fife to bring paperwork at the next Board meeting to give Scott Garberg an additional step increase.

Scanner

Mr. Fife said Public Works has always leased our copier. It is costly to repair. There are rebates available on our copy machine. Public Works has ended up paying a couple hundred dollars more a month for a new replacement copier and adding a wide-format scanner copier that will take care of our needs for a long time. The scanning part is necessary for GIS. It will copy big maps.

**AUDITOR**

Auditor Zona Lenhart met with the Board.

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Department Update

Ms. Lenhart is part of the committee planning the rededication ceremony and reception for the courthouse. She asked about the time frame for moving back to the Courthouse. Mr. Bowen said the contractor expects to be finished by the second week of April. Mrs. Corkrum said to invite the lieutenant governor in the governor's place, asking him to speak first. Chief Justice Gerry Alexander will be asked to speak last. State Auditor Sam Reed will speak in between the lieutenant governor and Justice Alexander.

The Board tentatively set May 19 for the rededication and the reception. The open house for the public will be scheduled for May 15 through 19.

Ms. Lenhart said the committee for the reception has determined that food for 150 people will cost about \$3500. The cost for the invitations is unknown. She asked how the budget is to be determined. Mr. Bowen said the budget will be based on the costs.

Some possible sponsors for the costs include: Pasco Chamber of Commerce, Port of Pasco, Franklin PUD, and Benton-Franklin Bar Association.

The Board wants to contract with the Franklin County Historical Society so we can run the money through them. It will be the same basic contract as when TRAC did the award banquet.

Mr. Koch thinks the Historical Society could sell coffee cups with old and new pictures of the Courthouse on them as a fundraiser.

Mrs. Corkrum and Mr. Bowen will be on the program committee for the event.

**HUMAN RESOURCES**

Human Resources Director Rosie H. Rumsey met with the Board.

Crisis Response Joint Resolution with Benton County

Ms. Rumsey asked for approval of an amendment to the agreement with Crisis Response Center employees authorizing the \$60 medical increase retroactive back to January 1. The original agreement was not completely signed in time for the Benton County auditors to make the payment so this amendment has been requested.



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**Motion** - Mr. Brock: I move the approval of Resolution 2006-161 in regard to our retro program as specified therein. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 11)

**Notification of Award: 2006 State Historic Preservation Officers Award for Outstanding Rehabilitation**

Russell Holter with the Department of Archeology and Historic Preservation talked with the Board by phone. Speaking on behalf of Dr. Allyson Brooks, State Historic Preservation Officer, he notified the Board that the Franklin County Courthouse is the winner of the 2006 State Historic Preservation Officers Award for Outstanding Rehabilitation, the Valerie Sivinski Award. An awards ceremony will be held May 2 in Olympia.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

**Basin City Water and Sewer District**

Mr. Bowen asked for approval of a contract with Sewell and Associates.

**Motion** – Mr. Brock: I move the approval of the agreement with Sewell and Associates. This is Resolution 2006-162. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

**Resolution: Budget Transfers of \$33,800, TRAC Enhancement Subsidy amounts**

**Motion** – Mr. Brock: I move for approval of Resolution 2006-163 as listed. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)

**Courthouse Renovation: Potential Change Order**

Mr. Bowen told the Board about a potential change order costing \$355 for installing glass tops on wooden countertops in the Auditor's and Treasurer's offices. The Board gave **consensus approval** to proceed.

Mr. Bowen said one change order totaling about \$60,000 will be prepared that includes all the remaining potential change orders. The Board is already aware of the changes.

**Economic Development Plan**

Mr. Bowen gave the Board an update on work being done on the Franklin County Economic Development Plan.

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**Executive Session** at 11:44 a.m. regarding personnel issues expected to last 15 minutes.

**Open Session** at 11:57 a.m.

**OTHER BUSINESS**

Letter of Appreciation for photography work

**Motion** – Mr. Koch: I move for approval of letter to Jerry Lingo. Second by Mr. Brock.  
3:0 vote in favor. (Exhibit 14)

Jackson & Perkins

Mr. Bowen said Jackson & Perkins has agreed to provide new roses for the Courthouse grounds. A plaque will be installed stating they were provided by Jackson & Perkins. Mr. Koch said there is a gardening group in Connell who will help plant them.

**Recessed** at 11:59 a.m.

**Reconvened** at 1:30 p.m.

**INSURANCE**

The Board met with the following insurance representatives: Mike Croke of Willis, Vyrle Hill of Washington Counties Risk Pool (WCRP), Ron Zirkle, Yakima County Prosecutor who serves on the Executive Board of WCRP, Bob Vanderbilt of Ed Poe Agency, Eric Homer of Canfield and Associates, Phil Riche, Claims and Litigation Director for Canfield and Associates, and Scott Davis, Marketing for Washington Rural Counties Insurance Program, Canfield and Associates. Also present: Fred Bowen and Rosie H. Rumsey.

Mrs. Corkrum said we have had presentations from both pools individually. She said we need to try to compare apples to apples because she thinks there are some differences. She personally has a little bias because she has been with the counties' Risk Pool since January 1989, practically its inception. It was started in October 1988. She wanted to let everyone know that upfront.

Mrs. Corkrum asked Mr. Homer to explain the Washington Rural Counties Insurance program (WRCIP).

Mr. Homer said he would focus on what our product is. He said he appreciates your allegiance to the county's risk pool. The history you have is something we expect

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from our program. There does become loyalty. He gave some history of the WRCIP which started in 1998. There are now eight counties involved. Canfield has been doing programs since the mid 1980s. It administers programs for schools, special districts, counties, nonprofit organizations and other programs. Canfield was hired by WRCIP as a third party administrator. He said we strongly believe it provides stability to counties and also provides an optional market. We believe there should be competition in the market.

He said there is one major difference between the WRCIP and the WCRP: the philosophy behind buying excess insurance coverage. We're talking about risk transfer. He explained further. There are catastrophic claims. There are also working layer claims (day-to-day claims). The working layer claims is where we believe most of the action is going to take place. We have a \$50,000 retention. He said WCRP has a higher level which he believes changes from year to year. We believe this is the best way to transfer risk, by keeping control of day-to-day frequency claims and transfer for catastrophic claims (above \$50,000). Each member county has a board seat so each year the board can determine at budget time what level of insurance we buy. We're treating this group of eight counties as one account. The claims are collectively shared and the loss experience is collectively shared, and then the profitability for the insurance company is collectively shared, as is the insurance dollar. He gave an example: When we're spending \$4 million with the excess market versus in your case some \$300,000, you have a little different relationship with them. You can have a \$1 million claim if you're spending \$4 million in one year. You have more spread of risk and clout with the marketplace. He said that's the same argument you will get from the other program, that they have a lot of counties and they spread the risk. We believe that this group of counties are dedicated to pro-active risk management. He said we provide a lot of loss control services. We believe building a partnership with the member counties will create a group of counties that are better risk, thus creating stability in the marketplace. We're not going to reduce the cost of insurance much but we will take out the dips and valleys. We have been able to do that in this program for the counties that have started since 1998.

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He said the program was formed by a group of commissioners that wanted to see the insurance carriers and marketplace treat them differently. They have accomplished that goal. They have a little more control. They have a flexibility in that retention layer to pay claims that they want to pay and they may not want to pay. They ask us to adjust those claims. We adjust them according to the form that we get from St. Paul Traveler's Company. We transfer that risk at \$50,000. At any time, any one of the counties that are members that have a claim can appeal that claims decision to the board. It's a group of their peers they're talking to. A group of commissioners are going to rule on whether we pay the claims inside that \$50,000 retention because it's the counties' money collectively.

Mrs. Corkrum asked what if county A wanted to fight a claim but the majority did not? Mr. Homer said there would be a vote. The majority rules. He explained how St. Paul handles claims.

Mrs. Corkrum said she sees the proposal is broken down including general liability, auto liability, public officials, and so on. She understands there are different maximums for each portion. Mr. Homer said there are different limits for those lines. Mrs. Corkrum asked could I get those? Mr. Davis told the Board where to find it in the binder they were reviewing. Mr. Homer thinks the proposal provides \$11 million with an excess \$9 million to try to bring it to comparable with what the county currently carries. He understood the county carries a \$20 million limit. Mrs. Corkrum said the county carries \$25 million.

Mr. Davis said he quoted \$20 million on all forms of liability because that's what he was told. Mr. Brock asked how expensive the extra \$5 million would be. Mr. Homer said we can get the amount for the additional coverage.

Mrs. Corkrum asked if public officials coverage is \$11 million. Mr. Davis said it was quoted at \$20 million. Mr. Homer said the \$11 million is the primary coverage with an excess amount adding to \$20 million.

Mr. Davis said we quoted \$20 million for employment practices, public officials liability and general liability and auto liability. Mr. Homer said the property limits would be different.

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Mr. Homer said the cost for coverage above \$20 million is usually a couple thousand dollars a million. Mr. Davis said he believes it is closer to between \$1000 and \$1500 per million. Mr. Homer said we can get the quote for you.

Mr. Homer said he wanted to answer a question previously asked by the Board: "Would insurance be available for multiple allegations, settlements, and include punitive damages or payment for lost wages and benefits." He said we have some coverage for lost wages but they're future wages, not back wages, and we have some coverage for benefits too in the policy form. Each claim would have to be evaluated based on its merits. There is some coverage for future wages.

Mr. Riche said there is coverage for future wages and it doesn't have to be awarded by a trial jury or judge. It can be determined based on mediation or in the process of negotiation of a settlement. He talked about the advantage of covering the future wages instead of going to court.

Mr. Homer said our quote includes coverage for auto physical damage. Typically auto physical damage is a self-insured thing by most counties. You run a risk if they are all parked in one area. We treat it as property. Mrs. Corkrum thinks our policy does cover it. Mr. Croke said yes, it does.

Mr. Homer said the philosophy of the program is it is a group of small rural counties that want to attract other small rural counties and try to have a voice in the insurance market and continue to grow and maintain the risks in a way that will allow them to have a stable market and have a voice and be included in claims. We work closely with elected officials and individual departments. They come to mediations and we take them to settlement conferences and show them what the other side is saying about how they operate. They learn from mistakes they've made. We try to include our counties in their claims as much as possible.

Mrs. Corkrum referred to a portion of the proposal which says \$35 million pool aggregate on all general liability and auto liability coverages. She asked if that is just for general liability and auto liability. Mr. Homer said no. Mrs. Corkrum asked "That is everything?" Mr. Homer said, "Right." Mrs. Corkrum asked so if one county had

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\$10 million in a general liability claim and then somebody had a \$15 million claim somewhere else, that would be it. Mr. Homer said yes, that's the way it works. He said as the program grows and adds members, the aggregate can increase. He gave an example of the school districts which have \$100 million on their program because we think they have more exposure. As we add counties, we will increase that pool aggregate. It is a shared limit. It is a negative thing when you look at having your own limit. He gave an example of sharing risk. We are buying insurance as a pool. If that aggregate for this policy year is \$35 million and we run out of insurance, we're out of insurance. Having said that, in the 25 years we've done it, we've never had a program lose more than \$8 million in one policy year. He said when we believe that aggregate should be increased, we can increase that whole aggregate. Since 1998, it has been minuscule. We do an independent actuarial study that is not done by Canfield and Associates or any organization that we control. Dick Fahlquist and Associates does the actuarial work for this group and also does the work for King County (which is self-insured). His company tells us whether or not we are funding our aggregate stop loss enough for claims in the program and what our loss expectancies are. The aggregate is for one policy year.

Mrs. Corkrum asked if it is a blanket aggregate for everything. Mr. Homer said no, he believes there is a separate aggregate for the professional liability other than the general liability. Mrs. Corkrum expressed her concern that \$35 million is not a lot of money in this day and age.

Mrs. Corkrum asked if there is a claim incurred but not reported, your policy doesn't cover that, is that right? She gave an example. Mr. Homer said when the claim is made, there's coverage for that claim under this program. Mrs. Corkrum said she means if it were a claim but if the claim wasn't made until a future year. Mr. Homer said if the claim was made, you would have coverage with whatever coverage was in force.

Mr. Brock said he was thinking about tail insurance.

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Mrs. Corkrum asked if there is a month gap if the Board decided to go to the WRCIP and another fee. Mr. Homer said no, whatever day you would cease to be insured, we would pick you up right at that hour.

Mr. Brock said he doesn't think either policy would have a gap. Mrs. Corkrum said your policy starts at a different date than ours ends. Mr. Davis said it starts September 1. Mrs. Corkrum asked would your policy prorate to 11 months? Mr. Homer said yes.

Mr. Brock asked Vyrle Hill how the aggregate works with the WCRP. Mr. Hill said there is no aggregate on the liability side through WCRP. It's \$25 million per occurrence, any type of liability, all occurrence policies or claims made. There is no annual aggregate at all. There is no member aggregate. It's \$25 million per occurrence. Any event is insured to \$25 million. Mr. Zirkle said the calendar year wouldn't matter. Mr. Hill said occurrence occurs at a time frame. If your policy is in place at that given time, then the limits of that policy are available for that occurrence, regardless of when it develops. Mr. Zirkle said there are times when we have cases that are ongoing that may go into subsequent years. If you have subsequent years, then you have subsequent coverages. Those are new occurrences. If you had four policy periods involved and it was \$25 million per occurrence, there would be \$100 million worth of coverage.

Mr. Homer said he understands the coverage at some level is retained by the WCRP so you are basically providing your own insurance. He said the WCRP would then go back to the members and collect that money. Mr. Brock said are you talking about a premium or subsidy outside the pool? Mr. Homer said yes. Mr. Hill said it's a statutory criteria.

Mr. Hill said our role as we were invited was to assist you in this evaluation. He asked to share what the WCRP is providing you and some of the key differences between the two.

Mr. Zirkle commented from a county perspective about the strengths of the WCRP. He has been with Yakima County for 25 years now. He was the county's tort lawyer prior to being the Prosecutor and defended almost all of the claims that went to

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lawsuits. He gave some history of Yakima County's insurance history and involvement in the WCRP. It's a county pool and run by counties and we can write our own policy instead of buying it in the markets. It is written for the types of coverage that counties need. He is also on the underwriting committee. The underwriting committee decides issues of what kind of coverages we should have and what kind of coverages aren't necessary for counties. Our objective is to spread the risk. Our objective is not to have exclusions. He gave an example of liability coverage for a railroad line itself (the ground underneath the line and the track) but exclusion of operation of the railroad. We can have input and can say what we're going to cover and what we're not going to cover. There are 28 counties in the pool.

Mr. Zirkle said he cautions people about buying claims-made policies. He was also the Risk Manager for Yakima County for a number of years. He said Yakima County won't accept claims-made policies from our contractors or anybody that we do business with. The problem with those policies is that typically the policies are written so you have to have the occurrence and the claims made in the same year or you don't have coverage. You can buy tail policies and if you keep renewing, maybe that tail policy is included. The problem is with the laws of the State of Washington, where a minor has a right to bring an action after they become an adult, a child can be injured when they're one year old and you've got 18 years plus three (for statute of limitations) before they have to file a claim. You would have to buy those tail policies for all those years or stay in that same insurance.

Mr. Brock asked Mr. Homer to respond. Mr. Homer said we understand claims made. We have 210 school districts insured in our schools program. There are 296 schools in the state of Washington. We insure 210 of them, all of which are on a professional claims-made form. Claims made and occurrence is really a West Coast issue. Everybody on the East Coast and Midwest buys claims made professional. Because a lot of the pools started out here, they went to an occurrence professional form. The primary difference is the trigger of coverage. You would have coverage under your claims made policy or a claim that's brought when the claim is made. The only



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difference is when the claim occurs. On the occurrence form, it's going to happen inside that occurrence form. There is a tail exposure if you leave this product. Mandatory, by law, the company has to offer you an extended reporting period, the tail coverage that you referred to. It's usually a one year or three year. Sometimes you can get more. The way we've handled it in this state, because the other two pools that we compete with on school business are occurrence professional, we offer prior acts. We tell them we'll pick up the coverage for any tail exposure you have to join this program. We've done the same in some of the other programs.

Mrs. Corkrum said you refer to schools but I want you to refer to the counties program.

Mr. Brock asked if you had the same situation under a claims made policy, that the claim wasn't made until 18 years later, would you have to have the tail insurance every year or what? Mr. Homer said if they were still with the program, they would have coverage. Mr. Homer gave an example of when a problem would happen with occurrence based. He said he won't tell you which is better or worse, that there are pluses and minuses to both forms. Both forms exist in the marketplace. We have actually asked for a quote to move our professional lines to occurrence by St. Paul Travelers. That will be a decision that the board makes, whether they want to do it. We personally think professional lines coverage should be provided on a claims made because of the issue of living in the history. If we only offer \$5 million on our program one year and it's 15 years before we know about a claim and we haven't kept up with the times, we're living with the occurrence limit in 2006 from a 1988 form. He doesn't believe that's a good place to be either.

Mr. Brock said so you're saying the limit would be then whatever the limit was at that time. Mr. Homer said absolutely. He thinks there are pluses and minuses to both forms.

Mr. Zirkle said that would be right. He said I can only tell you I'm an insurance consumer, not an insurance salesman. He doesn't like claims made policies.

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Mr. Croke said if you have claims made in a car accident that goes on for 20 years, it's the same coverage. Claims made becomes the difference. The issue is if you leave their pool, it won't cover if the child was injured. It doesn't matter if they give you a \$5 million or \$10 million or \$20 million; when the claim comes, you don't have coverage.

Mr. Croke asked Mr. Homer do you do a one-year tail? Do you mix and match? Mr. Homer said we offer them both. Mr. Croke said those are not long tails. He said what Mr. Homer is saying is true; occurrence forms are a West Coast tradition. East Coast companies do claims made. East Coast companies that want to do business on the West Coast do occurrence. He listed some big companies in today's insurance world. He said they all write occurrence forms. He gave some examples.

Mr. Croke gave the Board a comparison he had prepared. One thing that has not been mentioned is the property insurance. He said Traveler's is a good property market. He referred to the property limit. Theirs is \$35 million. WCRP has \$500 million. The big issue is the earthquake and flood limits. He gave an example of the coverage for the Courthouse restoration project. He understands the earthquake limit for the WRCIP is \$10 million for all counties. The WCRP limit is \$200 million. He said you have a beautiful \$25 million courthouse. He said earthquakes on this side of the mountain are minimal but they can happen. Other counties besides Franklin County could be impacted by an earthquake. He said if multiple counties were affected by an earthquake, the claims might not all be paid off under the WRCIP.

Mr. Croke said the WCRP also has coverage for mold, which may affect western Washington more than eastern Washington. There is at least a \$1 million limit.

Terrorism coverage is also included by WCRP. He said terrorism is more than 9-11. He named a terrorist attack that occurred in Washington state at the University of Washington. Mrs. Corkrum said she had understood that in order to get a claim approved for terrorism coverage that it had to be declared a terrorist act by the president or Homeland Security. Mr. Croke said there are two types of terrorist acts: certified (by the United States State Department), acts usually conducted by foreign nationals, and

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noncertified (acts usually conducted in the United States such as the Oklahoma City bombing). This \$20 million coverage from Willis covers both.

Mr. Croke said we feel terrorism coverage should be in the policy. The product we have is reasonably priced with reasonable deductibles. He believes the property insurance is first class. It will protect the county in the event of a catastrophic loss. The coverage is St. Paul's public entity form, modified for counties. The WCRP policy was developed according to RCW 48.62 which allows the counties and public entities in the state to go out to get reinsurance. It means they can develop their own policy form. The policy form is 10 pages and was written just for counties.

Mr. Croke said we talked about general liability and \_\_\_\_ liability. They're the same, both occurrence forms. It's when you get to public officials and employment practices claims made. We have the options to go to \$20 million or \$25 million but I put our \$20 million. We looked at the proposal the WRCIP made and believe that was \$5 million for the EPLI (employment practices liability). You have \$20 million. The extended reporting provision is one year. WCRP is three years. There is really not a lot of difference. He gave an example of a large construction project he was involved with in a claims made policy with a 15-year tail. He said the long tail coverages are going to disappear. He thinks claims made is a good plan. They've seen the way to do it because they're looking at the coverage you have. You have occurrence and they know it's the right way to do it.

Mr. Croke said I'm concerned about your property coverage and your third-party liability coverage. Right now you have first class coverage.

Mr. Brock said both of you have helped.

Mr. Homer said I agree with the things he said. I think as far as the mold, the board of directors for the WRCIP was offered a quote to buy it for the whole group. The board chose not to. We can offer a quote for higher limits on earthquake. The terrorism coverage quote was offered but was declined because they hadn't seen any acts in these rural counties that they consider would qualify as a terrorist act. We can offer those

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quotes to Franklin County if you want to add them. Mr. Brock said they would cost a premium. Mr. Homer said yes.

Mr. Homer said it's nice to have a testimonial from Yakima County here. He thinks the Board has had an opportunity to talk to a couple of our counties. Mrs. Corkrum said one county, Commissioner LeRoy Allison from Grant County. Mr. Homer said we have some counties that have purchased both programs, Whitman County and Klickitat County. He asked the Board to talk to someone who has used both programs. Mr. Homer said Yakima County has also asked us for a quote. He said competition in the marketplace for taxpayer dollars is critical. He thinks the county needs to have two options and be able to look at those options and have this sort of discussion. The taxpayers deserve you doing that and having due diligence to understand both programs. Mr. Koch said we're trying our best to understand it.

Mr. Brock said when Mr. Hill met with the Board awhile ago, Mr. Hill told the Board that our county should not have any higher than \$25,000 deductible. Mr. Hill said he believed that Franklin County was probably not going to want to look beyond \$25,000 until you have some real solid track record. Franklin County is too vulnerable. The low level of frequency that you have and the number of claims is likely to be transferred in the standpoint that you will have some severe cases that will come through and it will not balance out to consider going with a larger deductible.

Mr. Hill gave some history of the WCRP which started in 1988. Some counties studied the insurance crisis beginning in 1986. He gave a Pacific County example. Eventually the WCRP was formed after we decided we didn't want to be dependent on the insurance industry. We self-insured. The statute is created to jointly self-insure, jointly purchase insurance, or any combination of the two. WSRP began and remained nothing more than an extension of the counties. We are a joint self-insurance company.

Mr. Hill referred to the county's insurance coverage of \$10 million. That limit of insurance is joint self-insurance. The other 27 counties that are currently members of the WCRP are joining with you and collectively self-insuring your first \$10 million per occurrence. The WCRP's board of directors has chosen to purchase re-insurance to be

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able to limit exposure. They re-insure \$9.9 million of the \$10 million. You're insured by that document for \$10 million, regardless of the insurance company. You're jointly self-insured with your fellow counties. In addition, the WCRP purchased on behalf of its members joint purchase another \$10 million to \$15 million, \$10 million on behalf of the entire program so every county is insured to \$20 million per occurrence with what the industry refers to as a following form policy, meaning the excess insurer is looking at that insurance agreement (the 10-page document you're looking at) and is agreeing to insure that with just a simple cover page for \$10 million and \$10 million additional. In addition to that, 17 of the 28 counties chose to buy an additional \$5 million worth of coverage for a total of \$25 million coverage.

Mr. Hill said we're not here selling the insurance company. We're not managing the insurance company. He thinks the major difference between the programs is regarding pooling. Pooling is just a phrase in the statute, that you're allowed to pool. What you're allowed to pool is broad. In the WRCIP, they are pooling what we would refer to as the self-insured retention, the deductible so to speak, of the policy, and then in turn they're jointly purchasing an excess insurance program for the entire program to get up to the \$20 million of coverage depending on what type of liability it is. In the WCRP, we provide a \$10 million coverage subject to the county's selected deductible, which each county can change every year.

He said when the WCRP was formed, it was formed as total self-insured. It started with \$1 million worth of coverage. By mid-November we were able to acquire an excess insurance policy with a \$500,000 retention. He explained some retention rate changes over the years. It has remained at \$100,000 since 1998. There isn't any recommendation to change it, although every year we ask the broker to get quotes and evaluate the options that the Board of Directors, just like the WRCIP Board of Directors, examines and makes a decision as to what program it's going to put forward. The WCRP has been jointly insuring the counties at \$10 million for a number of years now. He said \$10 million is a key component because everything circles around that. The claims administration: The WRCIP can administer the claims within its retention. They're

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saying it was \$50,000 at least. When he reviewed the WRCIP materials, he found it to be \$100,000. Regardless, there's a retention that they can administer the claims and with the company's permission, administer claims beyond that. The WCRP can administer or does administer because its their policy the \$10 million worth of claims. It's our insurance program we're offering back to you. Our claims adjustment program is for \$10 million. Because the excess policy is following form, we have strengthened that particular part.

Mr. Hill said Mr. Homer said they buy approximately \$4 million worth of coverage. Our excess is about \$400,000 but the excess doesn't kick in until \$10 million. The re-insurance program is almost \$7 million. We have tremendous authority over what the re-insurers are or are not going to pay. Yes, we have the responsibility to report claims to the re-insurer. We have the responsibility to allow them to associate with us in the management of claims. But it is our claim, totally our claim, up to \$10 million worth of coverage. When there is an appeal, instead of being able to only appeal those claims which are within the \$50,000 or \$100,000 retention, you're able to appeal to \$10 million worth of claim. He believes that is the sincere difference between the two.

He is an employee of the WCRP. The WCRP is an extension of the counties, not a separate legal entity in the form of a non-profit corporation. It only has a tax number for the purposes of having employees. Those employees just like any other interlocal program that you may enter into are your employees.

Mr. Brock asked what would be the situation that would cause you to assess outside the pool? He gave an example of a claim. Mrs. Corkrum gave an example of a claim regarding the Thurston County landfill. Mr. Hill said reassessments are statutory. Even though there is a claim that because they buy aggregated stop loss, there is always a chance of reassessment. The aggregated stop loss minimizes it. Mr. Brock asked what would be the trigger? Mr. Hill said when the assets of the organization are reduced below the level of the liability. We yield to an independent actuary (Price Waterhouse Cooper) who does reserving and rate setting studies for us annually. The amount that they determine that we need to have for expected claims is a liability against the assets.

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Mr. Brock asked what the ratio is. Mr. Hill said at this particular point in time we are at about 1.3, meaning we have 30% more assets than we have liabilities. There is about \$2.57 million net equity (net asset) in the WCRP right now which Franklin County shares an ownership in. All pooling documents in the state that he has been able to evaluate at this particular point in time have the provision that if a member withdraws, they lose their assets. In the reassessment program, the reassessment occurs when the net assets become net liabilities.

Some history of the situation in Thurston County and the potential at the time of possible reassessment to WCRP members was discussed. Mr. Hill gave some history of how the WCRP board has made decisions. He said the 1.3 ratio is about right on par with what the actuary referred to as an 85% confidence factor. The 85% confidence factor merely means that there is only a 15% chance that the amount is insufficient to meet the needs.

Mr. Brock asked how you determine the rates. He said there is no way that an individual county can control our accident ratio or whatever comes back against you. He asked is our premium figured on that basis or is it figured on a pool basis?

Mr. Hill said the WCRP used five elements in the first year including budgets, licensed vehicles and number of parks to generate the figure. WCRP decided it was too complicated of a formula. The WCRP decided most of our exposure is from our employees and our officials so we're going to build our primary structure based upon worker hours. Then we use licensed vehicles for the auto liability portion. So we do the auto liability portion of the premium by the proportionate share of licensed vehicles or amount per vehicle and we do the general liability solely upon all of the components of general liability solely upon worker hours. Mr. Hill thinks the WRCIP does it the same way.

Mr. Homer said the only difference is that this board since 1998 hasn't established an experience rating modifying factor for performance. He said every pool that exists, exists for a little while and then they start experiencing claims and see the

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inequity and eventually go there. Mr. Brock said a performance modifier that determines your rate? Mr. Homer said right.

Mr. Hill said the WCRP has had a performance modification factor. We use a five-year rolling window either way. We did this to maintain equity.

Mr. Homer said the WRCIP hasn't adopted a rate experience modification fact yet. He said it may never. He said the WRCIP has about \$700,000 in equity since 1998 which each individual member owns. Franklin County would be a beneficiary of that. They're not asking you to pay your proportionate share. If you join this program, you would own your portion of the equity of that program. He would say they are currently giving it away until they get to the 10 or 12 counties that they want and then they will probably require a buy-in like our other programs have. Until they get to that spot, they didn't think it was prudent to put a capital penalty or expenditure for a county to be able to join the program. There is some equity in this program that Whitman County and Klickitat County enjoyed when they left their money behind in the program you're currently in. They did it for a few reasons. Most of it was service. It had to do with claims or it had to do with loss control services that they saw we were providing to these counties. That's why I would say there are members that had both and I think that's where you could do some research and ask those counties why they moved and what was behind their decisions to move. I believe that the WCRP is a good program. I also think ours is. We would like to do whatever it takes to earn your business and keep your business. We are not county employees or employees of WRCIP. We are evaluated every year by the board as to whether or not we get our contract renewed. If we don't provide them a stable market with good service and broad coverage, we don't have a job. That's why we think our program is a little better. We are a third party administrator. We don't have state benefits. We don't have anything that a county employee would have. We have our little organization that was recently purchased by a big organization in Florida and our group of 85 employees and all we do is insurance for public entities and non-profits. We specialize in claims for counties, cities and special districts. There are a lot of similarities between our program and their program. I think we have more



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things in common than are not in common. A lot of it had to do with the relationship with the excess market and how we were treated by them. John Crawford who was the executive director of WCRP has worked with us for the last year and a half in our organization.

We have a lot of program and pooling experience because of the years of administering these programs. One thing that is constant is the change, the change in the marketplace, the change in our public entities, the change with the plaintiffs' attorneys and the claims they'll bring. We've stood the test of time with our programs and continue to maintain the members in the program.

Mr. Homer said it's really an honor to be considered by Franklin County.

Mr. Brock said he appreciates having this presentation made by both of you at the same time. We need to understand what we're doing and if we talk to one and then talk to the other, we don't have that opportunity.

Mr. Hill said this has been educational. Mr. Homer said he would say the same. Mr. Hill said he thinks the key difference between the two programs is that the WCRP has raised its insurance program from the beginning of \$1 million self-insurance to now \$10 million over a 17-year period of time. If the industry continues to move and inflation changes, then the likelihood is that we'll grow even further than that. The objective was and still remains that the counties who joined the program jointly wanted to be in a position that they weren't dependent upon the commercial insurance market. With the WCRP, it is a joint purchase of a commercial insurance policy, locally administered.

Mr. Homer said that is the fundamental difference, that this group of 28 counties is bearing a lot more risk and believes they can do it a little better than maybe the insurance companies can. We think we can inside the \$50,000 range but maybe not above that. That's really what's being said here.

Mr. Hill said I want to convey that we don't object to the competition whatsoever. Sure, we want to keep you as a member of the WCRP. We're here to provide opportunity for counties that counties haven't had in the past.

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Mr. Brock thanked the people for their time and effort coming in. You've both made nice presentations. Mr. Koch said it's helped me a lot.

Ms. Rumsey asked if the county was to move out of WCRP and then later decided they wanted to move back, is there a certain number of years the county would have to wait to move back? Mr. Hill said it would just be subject to an application review and action by the Executive Committee. The Executive Committee has a right to meet by telephone conference. Mr. Croke said if you leave and go to the WRCIP, and then decide to leave it, they should have given you an idea what the tail coverage is going to cost.

Mr. Davis said the WRCIP insures roughly 700 entities in Washington. Since 1985, our retention level has been about 98%. He thinks that speaks volumes of the level of service we provide.

Mr. Hill said two counties have left the WCRP during this decade. One county left late last decade and decided to go to the commercial market.

Mr. Hill told the Board about what could happen if the county changes coverage and then changes coverage again.

**Recessed** at 3:05 p.m.

**Reconvened** at 3:22 p.m.

**OTHER BUSINESS**

Human Resources Director Rosie H. Rumsey met with the Board.

Employee Awards for 2005

**Motion** – Mr. Brock: I move for the approval of Resolution 2006-164 as specified.


Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

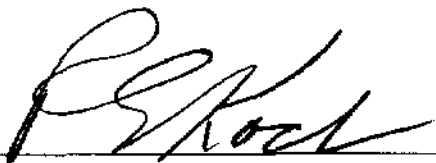
**Adjourned** at 3:25 p.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until March 6, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed April 3, 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: Terrod MacPherson  
 Dates: April 17-20, 2006  
 Destination: San Antonio, Texas  
 Purpose: National APA Conference  
 Account/Budget #: N/A (American Planning Association)

## ESTIMATED EXPENSE

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$ 0  
 Meals..... \$ 0  
 Lodging..... \$ 0  
 Registrations, Fares ..... \$ 0  
 Supplies ..... \$ 0  
**TOTAL** ..... \$ 0

{ Expenses  
to be fully  
Paid by  
State Assoc. }

Recommended: Terrod MacPherson 3/17/06  
 (Elected Official/Dept. Head) (Date)

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

MARCH 22, 2006  
Theresa J. Corbreen Chair  
R. R. R. Member  
Frank A. Brink Member

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

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

Received by: \_\_\_\_\_

**FRANKLIN COUNTY RESOLUTION NO. 2006 158**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: SOFTWARE MAINTENANCE SERVICE CONTRACT BETWEEN  
INTERGRAPH AND FRANKLIN COUNTY DISPATCH**

**WHEREAS**, the Franklin County Dispatch Supervisor/Lieutenant/E911 Coordinator desires to continue to utilize the services of Intergraph for maintenance of the computer-aided design and mobile systems; and

**WHEREAS**, the agreement will be effective January 1, 2006 through December 31, 2006 for a cost of \$40,411.06, payable from the 2006 Miscellaneous Budget, Number 139-000-001, line item 528.80.48.0000 (Repair & Maintenance); 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

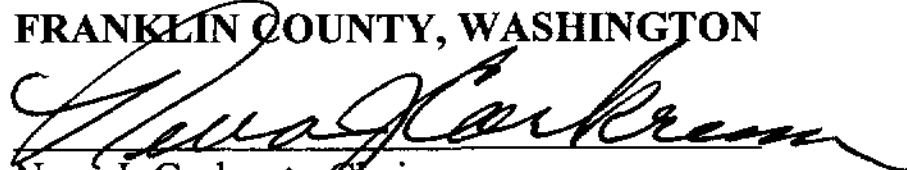
**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract as being in the best interest of Franklin County;


**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached Software Maintenance Service Contract between Intergraph and Franklin County Dispatch for maintenance of the computer-aided design and mobile systems, effective January 1, 2006 through December 31, 2006, for a cost of \$40,411.06, payable from the 2006 Miscellaneous Budget, Number 139-000-001, line item 528.80.48.0000 (Repair & Maintenance).

**BE IT FURTHER RESOLVED** the Franklin County Board of Commissioners hereby authorizes the Chairman to sign said contract on behalf of the Board.

**APPROVED** this 22<sup>nd</sup> day of March 2006

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

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Intergraph

cc: Prosecutor  
Dispatch  
Sheriff



## Security, Government & Infrastructure (SG&I)

### *Software Maintenance Service Contract*

#### 1.0 PERIOD OF PERFORMANCE

During the Contract period specified on the Security, Government & Infrastructure (SG&I), a division of Intergraph Corporation (Intergraph) Quote, Exhibit A, the Customer authorizes INTERGRAPH to provide maintenance service for all items listed on Exhibit A. Such services will be provided in accordance with the Scope of Work as specified below in Section 3.0, or if applicable, an additional separately executed Scope of Work. Sixty (60) days prior to the Contract expiration date, INTERGRAPH will submit to the Customer a Quote, which includes pricing for the upcoming twelve (12) month period. The Customer must provide INTERGRAPH with written notice of intent to either terminate coverage or agree to the rates and terms of the Quote by providing a Purchase Order. If Customer fails to provide written notice of intent, INTERGRAPH will, at its option, either assume the Customer has accepted the offer, or terminate coverage.

#### 2.0 CHANGES AND TERMINATION

##### 2.1 Changes

This Contract can be changed or modified in one of the following ways:

- a. During the contract period, INTERGRAPH provides a thirty (30) day written notice of their intent to remove any individual software product(s) from coverage under this Contract.
- b. Customer may remove software product(s) from maintenance coverage at contract renewal. Maintenance may not be terminated for individual software licenses that have been installed multiple times at one site or for software licenses that are being used interdependently from one site.
- c. Any other changes or modifications must be by mutual agreement.

##### 2.2 Termination

This Contract shall continue in full force beyond the stated term until termination is accomplished in one of the following ways:

- (a) Customer or INTERGRAPH provides a written notice of intent to terminate. This Contract shall terminate thirty (30) days after the receipt of the notice.
- (b) A new Contract between Customer and INTERGRAPH is signed into effect for similar service.
- (c) Customer petitions for reorganization under the Bankruptcy Act or is adjudicated a Bankrupt, or a receiver is appointed for the Customer's business, or the Customer fails to pay INTERGRAPH any amount when due hereunder.

#### 3.0 SOFTWARE SUPPORT

##### 3.1 INTERGRAPH Premium Service

Software support will be provided to the Customer by INTERGRAPH's Huntsville, Alabama, office via a Customer Support Center staffed between the hours of 7:00AM until 7:00 PM Central Standard time, Monday through Friday, with call-back support for after-hours, holidays, and weekends. Software support will include and is limited to the following for all software products listed on Exhibit A:

Telephone support line service, which provides software support requests, answered by INTERGRAPH support engineers for product specific technical needs and problems.

Support services are limited to specific products as shown on Exhibit A functioning on the appropriate INTERGRAPH supported operating system.

Upon the customer's request, INTERGRAPH will provide upgrades (excluding installation), for which Premium Service has been purchased. Upgrade(s) refers to subsequent releases to the software products covered under the Contract.

INTERGRAPH interface products under Premium Service there is an additional time and material charge, at prevailing rates, for the upgrade of the custom software portion of the interface product.

Premium Service does not include MicroStation support. MicroStation support options are available and must be purchased directly from Bentley.

#### 4.0 WARRANTIES

INTERGRAPH warrants for a period of thirty (30) days from the date of delivery, or installation, that software delivery media shall be free from defect in material or workmanship. Further, INTERGRAPH warrants for a period of thirty (30) days from the date of service, or installation that services provided pursuant to this Contract shall be conducted in a good and workmanlike manner. The foregoing warranties shall be for repair, or replacement, at the option of INTERGRAPH. The foregoing warranties are void if failure is due to modification, misuse, abnormal conditions of operation.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. INTERGRAPH DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO HARDWARE, SOFTWARE OR SERVICES SUPPLIED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTERGRAPH SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR DIRECT DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH THE FOREGOING WARRANTIES, OR THE PERFORMANCE OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, OR LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL INTERGRAPH BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE AMOUNT DUE AND PAYABLE, OR OTHERWISE OUTSTANDING, UNDER THIS CONTRACT AS OF THE DATE OF ANY SUCH WARRANTY CLAIM. THIS AGREEMENT DOES NOT COVER ACTS OF GOD SUCH AS, BUT NOT LIMITED TO, LIGHTNING, FLOODING, TORNADO, EARTHQUAKE AND HURRICANES.

IMPORTANT NOTICE: Customer should back up the software and data on their System's hard disk drive(s) and on any other storage device(s) in the System. INTERGRAPH is not responsible for any loss of such software or data.

#### 5.0 CONTRACT ADDITIONS

In the event Customer purchases additional software direct from INTERGRAPH during the term of this Contract, INTERGRAPH will notify the Customer by submitting, in writing, a Quote or amended contract reflecting the additional items, effective date(s) of service, and charges for those items under the Terms and Conditions of this Contract.

Unless INTERGRAPH receives written notification declining service from Customer within thirty (30) days of the date of the Quote or amended contract as described above, support services and the appropriate monthly charges will begin on the effective date as shown on the Contract or Quote.

#### 6.0 CHARGES

**Contracts totaling \$12,000 or less on an annual basis:**

Annual charges are due and payable in full on the first day of the Contract. The Contract shall begin on the first day of the month. A full month's maintenance charge will be invoiced for any partial month's utilization. Services on products added to this Contract for any period of time less than one (1) year shall be due and payable in full on the date that the product is added to the Contract in an amount prorated on a daily basis for the remainder of the Contract period.

**Contracts totaling in excess of \$12,000 on an annual basis:**

Monthly charges, the first of which is due and payable on the first day of the month in which the contract begins, shall be invoiced in arrears. The Contract shall begin on the first day of the month. A full month's maintenance charge will be invoiced for any partial month's utilization. Each subsequent monthly payment will be due on the first day of the month.

Payments not received thirty (30) days from date of invoice are subject to interest accrued at one and one-half percent (1 ½%) per month or the maximum allowed by law.

**7.0 NOTICES**

Written notices required by either party under this Contract shall be deemed to have been given on the date such notice is mailed to the other party.

**8.0 EXCLUDED SERVICES**

Services provided by INTERGRAPH that are outside the scope of and/or specifically excluded from this Contract will be invoiced at then prevailing rates, which will be quoted separately.

INTERGRAPH is not responsible for:

1. Software malfunctions or causes other than ordinary intended normal use; or
2. Equipment has been maintained or repaired, or if attempts have been so made by other than INTERGRAPH personnel or its agents without prior INTERGRAPH approval; or
3. Equipment has been reinstalled at a new location unacceptable to INTERGRAPH.

Software Support provided by INTERGRAPH under this Contract shall not include support calls that are necessary due to failure of software not supplied by INTERGRAPH and not covered in this Contract.

Support services are limited to specific products as shown on Exhibit A, functioning on the appropriate INTERGRAPH supported operating system. Software support for the following may be available under separate Contract at an additional charge:

- Network configuration support for third party products not sold to the Customer by INTERGRAPH
- System Tuning and Optimization
- Installation of Software Upgrades, Fixes or Releases
- Programming development
- All Customization

Customer

By:  Date: 3/22/06  
 Neva J. Corkrum  
 Title: Chairman

Email: pshults@co.franklin.wa.us

Approved as to Form:

  
 Ryan E. Verhulp  
 Chief Civil Deputy PA

**9.0 CUSTOMER RESPONSIBILITY**

During the term of the Contract, Customer shall commit to the following:

In the event Customer should purchase additional software license(s) through an authorized reseller, or through any other manner, Customer agrees to notify INTERGRAPH of the acquisition of the software license(s). In response, INTERGRAPH will provide the Customer with a Quote/modification to this Contract reflecting the additional effective date of services and charges for that software license(s) under the Terms and Conditions of this Contract.

Customer warrants that for all software licenses supported under this Contract, all like software licenses in the possession of the Customer and located at the Customer's site referenced on this Contract are listed on Exhibit A. Customer also warrants that all prerequisite software licenses necessary to operate the software supported under this Contract are listed on Exhibit A.

Services provided herein must be utilized only for the quantity of licenses listed on Exhibit A.

**10.0 LAPSE IN SOFTWARE MAINTENANCE COVERAGE**

Software reinstatement fees will be applicable if there is a lapse in maintenance service. INTERGRAPH will provide a quotation upon request.

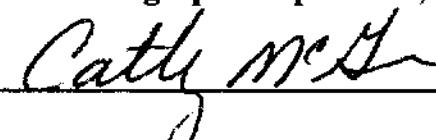
**11.0 ASSIGNMENT**

Neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, INTERGRAPH may assign its rights and obligations under this Agreement without the approval of Customer to Intergraph Corporation in connection with a merger, consolidation, liquidation or reorganization of Intergraph Public Safety.

**12.0 SUBCONTRACTING**

INTERGRAPH reserves the right to provide the services as set forth in this Contract through a sub-contract arrangement with a Third Party maintenance provider.

Security, Government & Infrastructure (SG&I),  
 a division of Intergraph Corporation, Inc.

By:  Date: 2/17/06  
 Title: Maintenance Contracts

Email: cathy.mcgirr@intergraph.com



# MAINTENANCE QUOTATION SUMMARY

Quote #Q06P021501

Period of Performance: 1/1/06 through 12/31/06

Customer Address: Franklin County  
1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301  
Attn: Kevin Scott  
509-545-3509 - Phone

Billing Address: Franklin County  
1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301

## Quotation Summary:

Franklin - CAD Software	\$ 22,314.00
Franklin - CAD Interface Software	\$ 9,000.00
Franklin - Mobile Software	\$ 6,000.00
Tax - 8.3%*	\$ 3,097.06
Total Service Cost	\$ 40,411.06

Type of Service: 1 Year Standard Service

Billing Terms: Monthly in Arrears

All services provided here under are subject to the Terms & Conditions (T's & C's) of Intergraph Software Maintenance Service Contract. Execution of this Service Quotation shall be deemed acceptance of Intergraph's T&C's. This quotation shall remain valid and all prices quoted herein shall remain firm for a period of ninety (90) days from the quotation issue date. \* Total includes sales tax.

Offered By: Intergraph Corporation  
Security, Government & Infrastructure (SG&I) Division  
Name: Cathy McGirr  
Cathy McGirr  
Maintenance Contract Administrator

Accepted By: Franklin County  
Neva J. Corkrum  
Name: Neva J. Corkrum  
Title: Chairman  
Telephone #: 509-546-5891

Email: [cathy.mcgirr@intergraph.com](mailto:cathy.mcgirr@intergraph.com)

Email: [phogan@co.franklin.wa.us](mailto:phogan@co.franklin.wa.us)

Date: February 17, 2006

Date: MARCH 22, 2006



**Exhibit A**

Franklin County Sheriff's Office

Quote: Q06P021501 - Franklin County SW 2006

(Service ID: 120073)

Performance Period: 01/01/2006 Through 12/31/2006

**Bill To:**

Franklin County Sheriff's Office  
Attn: Kevin Scott  
1016 North 4th Avenue  
Pasco, WA 99301  
USA

**Ship To:**

Franklin County Sheriff's Office  
Attn: Kevin Scott  
1016 North 4th Avenue  
Pasco, WA 99301  
USA

**Public Safety**

Ln	Base Part	Description	Serial	Begin	End	SVC	Coverage	Mths Qty	Mth Cost	Total Cost
<b>Site: 72969 Franklin - IPS CAD Software</b>										
1	IPS0001-PRM	I/Executive (I/EXEC)	MME64187	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$437.50	\$5,250.00
2	IPS0002-PRM	I/Dispatcher	1-89J2A	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$187.50	\$2,250.00
3	IPS0002-PRM	I/Dispatcher	1-89J26	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$187.50	\$2,250.00
4	IPS0002-PRM	I/Dispatcher	1-89J22	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$187.50	\$2,250.00
5	IPS0002-PRM	I/Dispatcher	MME64190	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$187.50	\$2,250.00
6	IPS0003-PRM	I/Calltaker	MME63754	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$47.00	\$564.00
7	IPS0007-PRM	I/Executive 2	MME64188	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$312.50	\$3,750.00
8	IPS0045-PRM	I/NetDispatcher (5 Users)	MME-1-9E1WW	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$312.50	\$3,750.00
<b>SubTotal for Site 72969</b>										<b>\$22,314.00</b>
<b>Site: 72969.1 Franklin - IPS CAD Interface Software</b>										
9	IPS0004-PRM	I/Informer	MME-1-ABOJ5	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$250.00	\$3,000.00
10	IPS0004A-PRM	I/Informer to I/LEADS	MME-1-ANU0X	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$0.00	\$0.00
11	IPS0012-PRM	I/Page	MME-1-ABP67	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$250.00	\$3,000.00
12	IPS0018-PRM	I/Telephone Device for Deaf -	MME63755	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$125.00	\$1,500.00
13	IPS0053-PRM	I/Fire Station Printing	MME-1-ABP8J	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$125.00	\$1,500.00
<b>SubTotal for Site 72969.1</b>										<b>\$9,000.00</b>
<b>Site: 72969.2 Franklin - IPS Mobile Software</b>										
14	IPS0009-PRM	I/Mobile Data Terminal (I/MDT)	1-8HSDF	01/01/2006	12/31/2006	PRM	Ph Supp with Upg's	12 1	\$500.00	\$6,000.00
<b>SubTotal for Site 72969.2</b>										<b>\$6,000.00</b>


**INTERGRAPH**
**Public Safety****Exhibit A**

Franklin County Sheriff's Office

(Service ID: 120073)

Quote: Q06P021501 - Franklin County SW 2006

Performance Period: 01/01/2006 Through 12/31/2006

Ln	Base Part	Description	Serial	Begin	End	SVC	Coverage	Mths Qty	Mth Cost	Total Cost
										\$0.00
								Taxes 8.3%		\$3,097.06
								Grand Total		\$40,411.06

March 22, 2006

*DISPATCH*

Mapping and Geospatial Solutions  
Intergraph Corporation  
PO Box 6695  
Huntsville, AL 35824-0695

February 17, 2006

p. 256.730.2000  
ings.intergraph.com

Mr. Kevin Scott  
Franklin County  
1016 North 4<sup>th</sup> Street  
Pasco, WA 99301

**Reference: Quote #Q06P021501**  
**Performance Period: 1/1/06 – 12/31/06**

Dear Mr. Scott:

Our records indicate that your maintenance service contract expired 12/31/05. In the event no revisions to the attached quotation are required, **please sign and return one of the two enclosed original renewal packages** with the appropriate signature to me along with your purchase order if your company requires one, and a copy of your tax exempt certificate if applicable.

The total contract value for this renewal period is \$40,411.06, including tax, and can be seen in detail on the attached cover sheet.

You'll be pleased to know that any additional hardware/software that you purchase from Intergraph during the contract period will be covered under the same maintenance contract. We will add these items to the contract for you and send you a revised contract listing the items, the dates of service, and the costs. If you don't wish to add these items to your service contract, please let us know in writing within 30 days.

In order to maintain accurate records, please notify us at your earliest convenience if you do not wish to accept our offer for service. Thank you for your interest in Intergraph products and services. We look forward to hearing from you soon. If you have questions concerning this quotation, please feel free to call me at 256-730-8655.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy McGirr".

Cathy McGirr  
Maintenance Contract Administrator  
Intergraph Corporation  
Security, Government & Infrastructure (SG&I) Division  
170 Graphics Drive  
Madison, AL 35758

E-mail: cathy.mcgirr@intergraph.com  
FAX: (256) 730-1163

Enclosure: as stated

EXHIBIT 3  
Franklin County Auditor

March 22, 2006

1016 North 4th Avenue  
Pasco, WA 99301

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

P.O. Box 1451  
Pasco, WA 99301

March 22, 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 22, 2006,

Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	50101-50115	\$37,717.71
Grand Old 4 <sup>th</sup>	93	\$603.89
Treasurer O&M	174	\$210.39
Rental Car Excise Tax	2	\$12,167.75
Current Expense	50116-50136	\$23,649.98
Current Expense	50137-50152	\$3,650.64

In the amount of 78,000.36. The motion was seconded by  
And passed by a vote of 3 to 0

Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

**FRANKLIN COUNTY ACTION SUMMARY**

<b>Agenda Item:</b> Rhonda Jenks (Country View Cemetery)	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
<b>Meeting Date:</b> March 22, 2006	Execute Contract	Public Hearing
<b>Subject:</b> CUP 2006-02, an application to amend approved CUP 2002-09 and construct/operate a cemetery in the Agricultural Production (A-P) Zoning District	Pass Resolution <b>X</b>	1st Discussion
	Pass Ordinance	2nd Discussion
<b>Prepared By:</b> Greg Wendt	Pass Motion <b>X</b>	Other: <b><i>Public Meeting</i></b>
<b>Reviewed By:</b> Jerrod MacPherson	Other	

**BACKGROUND INFORMATION**

This is an application to amend approved **CUP 2002-09**. This CUP is to construct and operate a cemetery in the Agricultural Production (A-P) Zoning District. The proposal includes an area designated for approximately 200 burial plots.

The applicant's amendment request is to the '*conditions of approval*' for CUP 2002-09. Specifically, the applicant would like to eliminate or change the following conditions:

- 1) The applicant's proposal of a maintenance building;
- 2) The County's requirement that Sheffield Road and the associated road approach be paved from the west end of the property to the existing pavement to accommodate increased traffic;
- 3) The County's requirement that if a Cemetery District is formed in the future for the area, the cemetery shall be deeded over to the District;
- 4) The applicant's proposal for a 6' high chain link fence.

The land is located south of the Basin City Rural Settlement Area, east of Fairway Road, west of Glade North Road, and north of Sheffield Road (Tax Number 121-262-142).

**SUMMARY**

The Planning Commission held a public hearing on March 7, 2006 and recommended **APPROVAL** (unanimous vote) with the following six (6) findings of fact and fifteen (15) conditions:

***Findings of Fact:***

1. The proposed project is in the AP-20 Zone, and **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.

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

***Conditions of Approval:***

1. Approval allows the construction and operation of a private cemetery in the Agricultural Production (A-P) Zoning District. The proposal includes an area designated for approximately 200 burial plots. As proposed, the site will be fenced, landscaped and provide a circular access through the one (1) acre site. The approval also allows for the placement of one (1) on-premise identification sign.
2. The cemetery shall, at all times, be in compliance with all State and Federal guidelines for a cemetery. This includes but is not limited to Revised Code of Washington (RCW) Chapter 68 pertaining to cemeteries.
3. RCW 68.20.10 requires that incorporation occur in order to operate a cemetery in the State of Washington. Washington State also requires a bond be supplied to the State for the operation of a cemetery. A copy of the corporations plans and State approvals for the cemetery will need to be submitted to the Planning Department prior to beginning operation.
4. If an on-premise sign is planned for the site a permit may be required. Submit a sign plan, showing location, to the Planning Department for review.
5. Landscaping: The site shall be landscaped as shown on the applicants site plan. The landscaping will consist of grass/lawn, trees and or shrubs. Irrigation water will need to be provided. Landscaping shall be in place prior to beginning the operation. A plan shall be submitted to the Planning Department stating how the corporation plans to maintain the landscaping on the site. This includes both short range and long range plans. The site shall be maintained at all times as to not become a nuisance or overwhelmed with weeds etc.
6. Ingress/Egress/Parking:
  - a. The width of the access point will need to comply with the requirements of the County Public Works Department for an ingress and egress access but shall be no less than 30' feet in width.

Action Summary  
CUP-2006-02  
Page 3

- b. Staff requests that the internal roadway comply with the current county standard for one (1) lane of traffic and one (1) lane of parking. This shall at a minimum be graveled in compliance with County Standards. Approach permits shall be obtained from the Public Works Dept.
  - c. Due to the anticipated traffic volumes that could be generated from a funeral and in lieu of paving Sheffield Road, the owner(s) shall provide and install signage that can be opened during funeral services and then closed during non-funeral times. The owner(s) shall work with the Public Works Department on exactly what kind of signage and placement of the signs.
  - d. A parking area, adjoining the cemetery, shall be provided to allow for parking (50 spaces minimum). This area will need to be graveled. An adequate approach from the parking area onto Sheffield Road will need to be provided. This shall meet Public Works Standards. Parking lot dust control shall be the responsibility of the cemetery owner(s).
  - e. Owner(s) shall be advised that absolutely no parking will be allowed on Sheffield Road, and that if funerals are anticipated to generate more than 50 vehicles, that they (the owners) shall provide an additional area away from Sheffield Road to accommodate the additional vehicles. This overflow lot could be grass instead of rock, etc. The applicant shall provide 'No Parking' signs along Sheffield Road. Applicant can contact the Public Works Department for sign standards and locations.
- 7. If a Cemetery District is formed in the future for the area, the cemetery may be deeded over to the District.
  - 8. No on-site storage of maintenance equipment shall occur without the approval of a building permit for a storage building.
  - 9. The project shall include a perimeter fence (around the burial area). The fence type is to be determined by the applicant. Review and acceptance shall be completed by the Planning Department.
  - 10. Compliance with the Benton Franklin Health Dept Standards is required at all times for the operation.
  - 11. Country View Cemetery, Inc. shall obtain and renew (on an annual basis) a Certificate of Business registration with the Franklin County Planning Department.
  - 12. Setback requirements should be strictly complied with. All cemetery plots and fencing should comply with setback standards to accommodate the future improvement and paving of Sheffield Road.

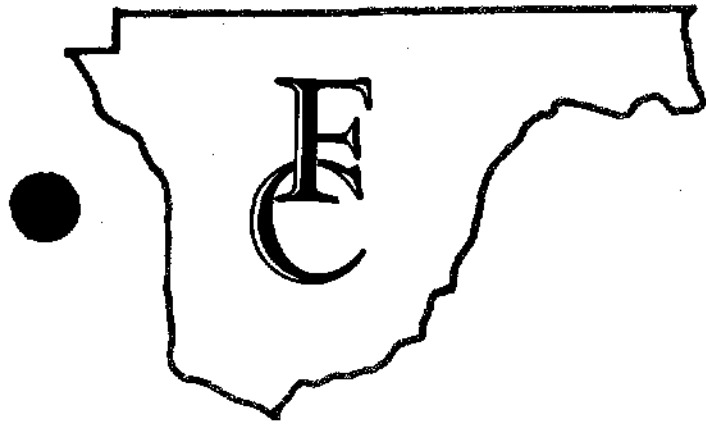
Action Summary  
CUP-2006-02  
Page 4

13. The applicant shall commence the special use authorized within two (2) years after the effective date of the special permit, or the special permit shall expire. Once the necessary conditions have been complied with, the applicant may apply for and obtain a Franklin County Certificate of Business.
14. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
15. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**MOTION**

Grant approval to Conditional Use Permit Application CUP-2006-02, subject to the six (6) findings of fact and fifteen (15) conditions.





# FRANKLIN COUNTY

## COMMISSIONERS

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

RESOLUTION NUMBER 2006 159

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

**RE:** A Conditional Use Permit (CUP 2006-02) application to amend approved CUP 2002-09 and construct/operate a cemetery in the Agricultural Production (A-P) Zoning District. The proposal includes an area designated for approximately 200 burial plots.

**WHEREAS**, on March 22, 2006, the Clerk of the Board did set a public meeting for Conditional Use Permit 2006-02 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Rhonda Jenks (Country View Cemetery), and

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

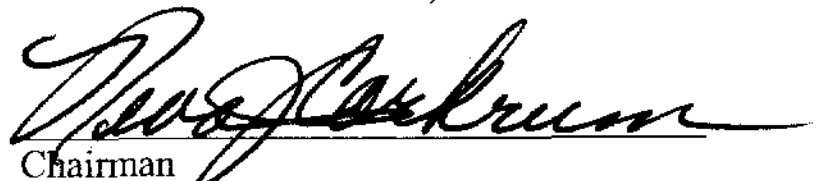
1. Notice of public meeting was given in accordance with statute;
2. The Planning Commission after public hearing and consideration on March 7, 2006, did recommend **APPROVAL** of said application;
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and

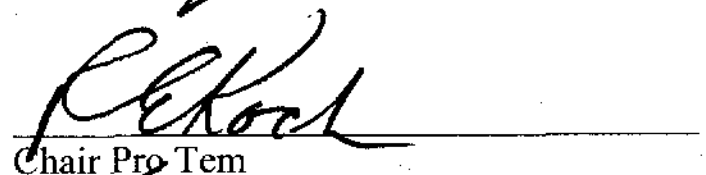
**WHEREAS**, the public use and interest will be served by **APPROVING** the above-mentioned application and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2006-02**.

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

**SIGNED AND DATED THIS 22<sup>nd</sup> DAY OF MARCH 2006.**

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

  
Chairman

  
Chair Pro Tem

  
Member

Attest:

  
Clerk of the Board

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-02**

**Page 2**

**Resolution Number 2006 159**

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on March 22, 2006.

**APPLICANT:**

Rhonda Jenks (Country View Cemetery), 1880 Drummond Road, Mesa, WA 99343.

**FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):**

**LEGAL DESCRIPTION:**

Portion of the south half of Section 26, T 13N., R 29 E., W.M. lying outside the boundary of IB 19, according to the FU plat recorded in Volume "C" of plats, page 55, records of Franklin County, WA (Tax Number 121-262-142).

**NON-LEGAL DESCRIPTION:**

The land is located south of the Basin City Rural Settlement Area, east of Fairway Road, west of Glade North Road, and north of Sheffield Road.

**CONDITIONAL USE:**

Amend approved CUP 2002-09 and construct/operate a cemetery in the Agricultural Production (A-P) Zoning District. The proposal includes an area designated for approximately 200 burial plots.

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

**Findings of Fact:**

1. The proposed project is in the AP-20 Zone, and **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL BE** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-02**

Page 3

Resolution Number 2006 159

5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.

**Conditions of Approval:**

1. Approval allows the construction and operation of a private cemetery in the Agricultural Production (A-P) Zoning District. The proposal includes an area designated for approximately 200 burial plots. As proposed, the site will be fenced, landscaped and provide a circular access through the one (1) acre site. The approval also allows for the placement of one (1) on-premise identification sign.
2. The cemetery shall, at all times, be in compliance with all State and Federal guidelines for a cemetery. This includes but is not limited to Revised Code of Washington (RCW) Chapter 68 pertaining to cemeteries.
3. RCW 68.20.10 requires that incorporation occur in order to operate a cemetery in the State of Washington. Washington State also requires a bond be supplied to the State for the operation of a cemetery. A copy of the corporations plans and State approvals for the cemetery will need to be submitted to the Planning Department prior to beginning operation.
4. If an on-premise sign is planned for the site a permit may be required. Submit a sign plan, showing location, to the Planning Department for review.
5. Landscaping: The site shall be landscaped as shown on the applicants site plan. The landscaping will consist of grass/lawn, trees and or shrubs. Irrigation water will need to be provided. Landscaping shall be in place prior to beginning the operation. A plan shall be submitted to the Planning Department stating how the corporation plans to maintain the landscaping on the site. This includes both short range and long range plans. The site shall be maintained at all times as to not become a nuisance or overwhelmed with weeds etc.
6. Ingress/Egress/Parking:
  - a. The width of the access point will need to comply with the requirements of the County Public Works Department for an ingress and egress access but shall be no less than 30' feet in width.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-02**

**Page 4**

**Resolution Number 2006 159**

- b. Staff requests that the internal roadway comply with the current county standards for one (1) lane of traffic and one (1) lane of parking. This shall at a minimum be graveled in compliance with County Standards. Approach permits shall be obtained from the Public Works Dept.
  - c. Due to the anticipated traffic volumes that could be generated from a funeral and in lieu of paving Sheffield Road, the owner(s) shall provide and install signage that can be opened during funeral services and then closed during non-funeral times. The owner(s) shall work with the Public Works Department on exactly what kind of signage and placement of the signs.
  - d. A parking area, adjoining the cemetery, shall be provided to allow for parking (50 spaces minimum). This area will need to be graveled. An adequate approach from the parking area onto Sheffield Road will need to be provided. This shall meet Public Works Standards. Parking lot dust control shall be the responsibility of the cemetery owner.
  - e. Owner(s) shall be advised that absolutely no parking will be allowed on Sheffield Road, and that if Funerals are anticipated to generate more than 50 vehicles, that they (the owners) shall provide an additional area away from Sheffield Road to accommodate the additional vehicles. This overflow lot could be grass instead of rock, etc. The applicant shall provide 'No Parking' signs along Sheffield Road. Applicant can contact the Public Works Department for sign standards and locations.
- 7. If a Cemetery District is formed in the future for the area, the cemetery may be deeded over to the District.
  - 8. No on-site storage of maintenance equipment shall occur without the approval of a building permit for a storage building.
  - 9. The project shall include a perimeter fence (around the burial area). The fence type is to be determined by the applicant. Review and acceptance shall be completed by the Planning Department.
  - 10. Compliance with the Benton Franklin Health Dept Standards is required at all times for the operation.
  - 11. Country View Cemetery, Inc. shall obtain and renew (on an annual basis) a Certificate of Business Registration with the Franklin County Planning Department.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-02**

**Page 5**

**Resolution Number** **2006 159**

12. Setback requirements should be strictly complied with. All cemetery plots and fencing should comply with setback standards to accommodate the future improvement and paving of Sheffield Road.
13. The applicant shall commence the special use authorized within two (2) years after the effective date of the special permit, or the special permit shall expire. Once the necessary conditions have been complied with, the applicant may apply for and obtain a Franklin County Certificate of Business.
14. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
15. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

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

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

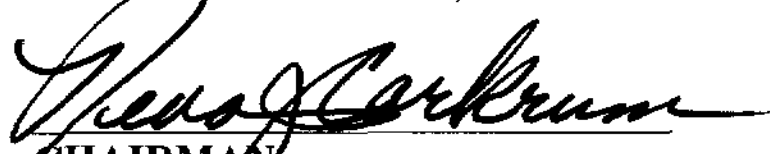
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**This Conditional Use Permit issued this 22<sup>nd</sup> day of March 2006.**

**ATTEST:**

  
**CLERK OF THE BOARD**

**BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WA**

  
**CHAIRMAN**

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

**FRANKLIN COUNTY ACTION SUMMARY**

<b>Agenda Item:</b> Robert and Nina Lundgren	<b>TYPE OF ACTION NEEDED</b>	Consent Agenda
<b>Meeting Date:</b> March 22, 2006	Execute Contract	Public Hearing
<b>Subject:</b> CUP 2006-03, a conditional use permit to operate a commercial arena (livestock/animal) in the Agricultural Production 20 Zoning District	Pass Resolution <b>X</b>	1st Discussion
	Pass Ordinance	2nd Discussion
<b>Prepared By:</b> Greg Wendt	Pass Motion <b>X</b>	Other: <b><i>Public Meeting</i></b>
<b>Reviewed By:</b> Jerrod MacPherson	Other	

**BACKGROUND INFORMATION**

A Conditional Use Permit application to operate a commercial arena (livestock/animal) in the Agricultural Production 20 Zoning District. The proposal includes livestock sales, horse and dog shows, associated RV Parking, animal training-lessons and animal boarding.

The County Zoning Ordinance allows as a permitted use the animal training and boarding. A Conditional Use Permit (CUP) is required for the commercial arena, livestock sales, animal shows, and associated activities.

The land is located north of the Eltopia Rural Settlement Area, east of Langford Road, west of Highway 395, at the end of Ferguson Lane near site address 430 Ferguson Lane (Tax Number 122-710-030).

**SUMMARY**

The Planning Commission held a public hearing on March 7, 2006 and recommended **APPROVAL** (unanimous vote) with the following six (6) findings of fact and thirteen (13) conditions:

***Findings of Fact:***

1. The proposed project is in the AP-20 Zone, and **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL BE** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
5. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.

Action Summary  
CUP-2006-03  
Page 2

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

***Conditions of Approval:***

1. This approval allows the applicant the ability to operate a commercial arena (livestock/animal) in the Agricultural Production 20 Zoning District. The proposal includes livestock sales, horse and dog shows, associated RV Parking (dry), animal training-lessons and animal boarding. The County Zoning Ordinance allows as a permitted use the animal training and boarding. A Conditional Use Permit (CUP) is required for the commercial arena, livestock sales, animal shows, and associated activities. The site consists of an indoor arena, horse and cattle barns, outside lope arena, and numerous cattle pens. The applicant is planning a 160' x 320' outside riding arena in the future.
2. A portion of the property is located within the 100-year floodplain (Zone A).
3. The neighboring property to the east (122-710-021) is government owned. The Esquatzel Coulee Wasteway is located on this property. Any new construction within 200 feet of the Wasteway requires review under the County's Shoreline Master Program.
4. Associated activities proposed include RV Parking. This shall include a designated parking area for self contained RV's only. RV's shall only be onsite as accessory uses to the permitted activities (i.e sales, shows etc) on the site.
5. Applicant shall comply with the Health Department standards including: a) Ensuring the facility has an on-site sewage disposal system that is permitted, installed, and approved by the Health Department for all residential wastewater generated by the facility; b) facility shall be served by an approved public water supply that is approved by the WA State Dept of Health in accordance with WAC 246-290.
6. A Farm management plan (animal manure) shall be developed for the property. The Franklin Conservation District shall approve the Plan within 3 years from the date of CUP approval. For Plan development, the applicant may contact the Franklin Conservation District to see if funding and resources are available for assistance. If the applicant chooses, a qualified engineer or agricultural professional may also develop the Plan. In all cases, the farm plan shall receive approval by the Franklin Conservation District.
7. Applicant shall comply with applicable Confined Animal Feedlot Operation (CAFO) standards at all times. This includes future CAFO standards developed by the State of Washington.

## Action Summary

CUP-2006-03

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8. Due to the anticipated volumes in traffic generated by the proposed operations, at a minimum the owner(s) shall apply a base stabilization/dust abatement product to both Kent Drive from Langford Road to Ferguson Lane and all of Ferguson Lane for at least the first two years of operation and after that the county will assess the condition of the road(s) based on the number of events and damage done by the traffic generated by these events. The county will participate by blading and processing the roads prior to application of the stabilization product to assure that the best results of said product are obtained.
9. Due to the fact that Ferguson Lane is only approximately 22 feet in width, the owner(s) are informed that there shall be absolutely "no parking" allowed along the county road to assure a clear and safe passage for emergency vehicle response/access. The owner(s) shall contact the public works department regarding requirements for possible signs and their placement. These signs may be permanent or temporary during events based on number of events planned and volume of traffic anticipated. All parking of vehicles, trailers and traffic generated by events shall occur on the owner's site and not along the county road.
10. Comply with the **Fire Code Official** requirements including:
  - a. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
  - b. Adequate and proper egress and access is to be maintained with exit ways and signs placed in enclosed structures and/or buildings that are open to the general public.
  - c. Fire protection equipment &/or (fire extinguishers) are also to placed in these enclosed buildings/structures based on occupant load used by the general public to assist in fire protection.
  - d. This commercial facility shall have an approved emergency vehicle access lane built and/or provided to Franklin County Standards. This emergency access lane shall have an unobstructed width of not less than 20 feet with a minimum of twelve (12') feet wide with a minimum of four (4") inches of gravel except for approved security gates. This emergency vehicle access lane shall have and an unobstructed vertical clearance of not less than 13 feet 6 inches and shall be designed and maintained to support the imposed loads of emergency apparatus vehicles and be surfaced so as to provide all-weather driving capabilities. **NOTE:** This emergency apparatus access road/lane shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of all the building as measured by an approved route around the exterior of the buildings or facility for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction.
  - e. The fire code official is authorized to require more than one emergency apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

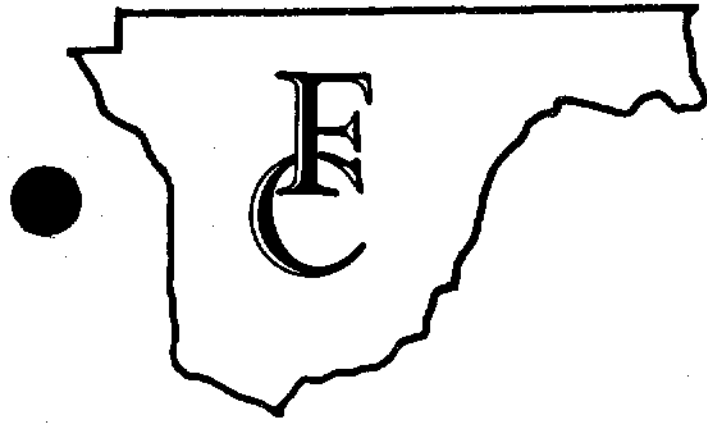


Action Summary  
CUP-2006-03  
Page 4

11. The applicant is required to obtain a Franklin County Business Registration on an **annual** basis. A 2006 registration shall be obtained within **1 year** of CUP approval. Necessary Life and Safety (Fire Code Official) standards and road issues shall be complied with before registration issuance.
12. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
13. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

**MOTION**

Grant approval to Conditional Use Permit Application CUP-2006-03, subject to the six (6) findings of fact and thirteen (13) conditions.



# FRANKLIN COUNTY

## COMMISSIONERS

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

RESOLUTION NUMBER 2006 160

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

**RE:** A Conditional Use Permit (CUP 2006-03) application to operate a commercial arena (livestock/animal) in the Agricultural Production 20 (AP-20) Zoning District. The proposal includes livestock sales, horse and dog shows, associated RV Parking, animal training-lessons and animal boarding.

**WHEREAS**, on March 22, 2006, the Clerk of the Board did set a public meeting for Conditional Use Permit 2006-03 to consider the recommendation of the Franklin County Planning Commission in regards to the application by Robert and Nina Lundgren, and

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

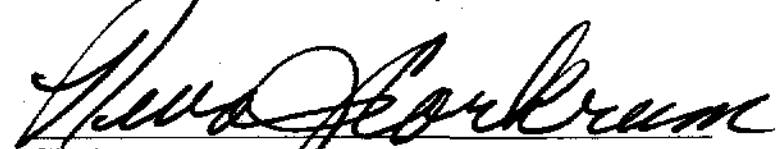
1. Notice of public meeting was given in accordance with statute; and
2. The Planning Commission after public hearing and consideration on March 7, 2006, did recommend **APPROVAL** of said application; and
3. The conditions imposed on the application have been accepted by the Planning Commission and the applicant; and


**WHEREAS**, the public use and interest will be served by **APPROVING** the above-mentioned application and the authority is hereby granted to the Board of County Commissioners Chairman to give signature approval to said conditional use permit contract **CUP-2006-03**.


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

**SIGNED AND DATED THIS 22<sup>nd</sup> DAY OF MARCH 2006.**


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

  
Chairman

  
Chair Pro Tem

  
Member

Attest:

  
Clerk of the Board

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-03**

**Page 2**

**Resolution Number 2006 160**

The following Conditional Use Permit is granted, in accordance with the provisions of the Development Regulations of Franklin County, and according to the motion passed by the Franklin County Board of Commissioners on March 22, 2006.

**APPLICANT:**

Robert and Nina Lundgren, 430 Ferguson Lane, Eltopia, WA 99330

**FOR THE FOLLOWING DESCRIBED PROPERTY (LEGAL DESCRIPTION):**

**LEGAL DESCRIPTION:**

Farm Unit 85, 3<sup>rd</sup> Revision FU Plats, IB 13, in Vol 1 of SCB FU Maps, Page 7, records of Franklin County, WA (Tax Number 122-710-030).

**NON-LEGAL DESCRIPTION:**

The land is located north of the Eltopia Rural Settlement Area, east of Langford Road, west of Highway 395, at the end of Ferguson Lane near site address 430 Ferguson Lane.

**CONDITIONAL USE:**

A Conditional Use Permit to operate a commercial arena (livestock/animal) in the Agricultural Production 20 (AP-20) Zoning District. The approval includes livestock sales, horse and dog shows, associated RV Parking, animal training-lessons and animal boarding.

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

**Findings of Fact:**

1. The proposed project is in the AP-20 Zone, and **IS** in accordance with the goals and policies of the County Development Regulations (Zoning) and the County Comprehensive Plan.
2. The proposal **WILL NOT** adversely affect public infrastructure.
3. The proposal **WILL BE** constructed, maintained and operated to be in harmony with the existing or intended character of the general vicinity.
4. The operation in connection with the proposal **WILL NOT** be more objectionable to nearby properties by reason of noise, fumes, vibrations, dust, traffic, or flashing lights than would be the operation of any permitted uses within the district.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-03**

**Page 3**

**Resolution Number 2006 160**

5. The location and height of proposed structures and site design **WILL NOT** discourage the development of permitted uses on property in the general vicinity or impair the value thereof.
6. The proposal **WILL NOT** endanger the public health, safety, or general welfare if located where proposed.

**Conditions of Approval:**

1. This approval allows the applicant the ability to operate a commercial arena (livestock/animal) in the Agricultural Production 20 Zoning District. The proposal includes livestock sales, horse and dog shows, associated RV Parking (dry), animal training-lessons and animal boarding. The County Zoning Ordinance allows as a permitted use the animal training and boarding. A Conditional Use Permit (CUP) is required for the commercial arena, livestock sales, animal shows, and associated activities. The site consists of an indoor arena, horse and cattle barns, outside loping arena, and numerous cattle pens. The applicant is planning a 160' x 320' outside riding arena in the future.
2. A portion of the property is located within the 100-year floodplain (Zone A).
3. The neighboring property to the east (122-710-021) is government owned. The Esquatzel Coulee Wasteway is located on this property. Any new construction within 200 feet of the Wasteway requires review under the County's Shoreline Master Program.
4. Associated activities proposed include RV Parking. This shall include a designated parking area for self contained RV's only. RV's shall only be onsite as accessory uses to the permitted activities (i.e sales, shows etc) on the site.
5. Applicant shall comply with the Health Department standards including: a) Ensuring the facility has an on-site sewage disposal system that is permitted, installed, and approved by the Health Department for all residential wastewater generated by the facility; b) facility shall be served by an approved public water supply that is approved by the WA State Dept of Health in accordance with WAC 246-290.

FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-03

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Resolution Number 2006 160

6. A Farm management plan (animal manure) shall be developed for the property. The Franklin Conservation District shall approve the Plan within 3 years from the date of CUP approval. For Plan development, the applicant may contact the Franklin Conservation District to see if funding and resources are available for assistance. If the applicant chooses, a qualified engineer or agricultural professional may also develop the Plan. In all cases, the farm plan shall receive approval by the Franklin Conservation District.
7. Applicant shall comply with applicable Confined Animal Feedlot Operation (CAFO) standards at all times. This includes future CAFO standards developed by the State of Washington.
8. Due to the anticipated volumes in traffic generated by the proposed operations, at a minimum the owner(s) shall apply a base stabilization/dust abatement product to both Kent Drive from Langford Road to Ferguson Lane and all of Ferguson Lane for at least the first two years of operation and after that the county will assess the condition of the road(s) based on the number of events and damage done by the traffic generated by these events. The county will participate by blading and processing the roads prior to application of the stabilization product to assure that the best results of said product are obtained.
9. Due to the fact that Ferguson Lane is only approximately 22 feet in width, the owner(s) are informed that there shall be absolutely "no parking" allowed along the county road to assure a clear and safe passage for emergency vehicle response/access. The owner(s) shall contact the public works department regarding requirements for possible signs and their placement. These signs may be permanent or temporary during events based on number of events planned and volume of traffic anticipated. All parking of vehicles, trailers and traffic generated by events shall occur on the owner's site and not along the county road.
10. Comply with the **Fire Code Official** requirements including:
  - a. The property shall remain free of any fire hazards, including but not limited to weeds and debris.
  - b. Adequate and proper egress and access is to be maintained with exit ways and signs placed in enclosed structures and/or buildings that are open to the general public.

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-03**

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Resolution Number 2006 160

- c. Fire protection equipment &/or (fire extinguishers) are also to placed in these enclosed buildings/structures based on occupant load used by the general public to assist in fire protection.
  - d. This commercial facility shall have an approved emergency vehicle access lane built and/or provided to Franklin County Standards. This emergency access lane shall have an unobstructed width of not less than 20 feet with a minimum of twelve (12') feet wide with a minimum of four (4") inches of gravel except for approved security gates. This emergency vehicle access lane shall have and an unobstructed vertical clearance of not less than 13 feet 6 inches and shall be designed and maintained to support the imposed loads of emergency apparatus vehicles and be surfaced so as to provide all-weather driving capabilities. **NOTE:** This emergency apparatus access road/lane shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of all the building as measured by an approved route around the exterior of the buildings or facility for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction.
  - e. The fire code official is authorized to require more than one emergency apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
- 11. The applicant is required to obtain a Franklin County Business Registration on an **annual** basis. A 2006 registration shall be obtained within **1 year** of CUP approval. Necessary Life and Safety (Fire Code Official) standards and road issues shall be complied with before registration issuance.
  - 12. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.
  - 13. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.

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

**FRANKLIN COUNTY COMMISSIONERS  
CONDITIONAL USE PERMIT NO. 2006-03**

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**Resolution Number 2006 160**

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


---

**This Conditional Use Permit issued this 22<sup>nd</sup> day of March 2006.**

**BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WA**

  
CHAIRMAN

**ATTEST:**

  
CLERK OF THE BOARD

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

FRANKLIN COUNTY

# ANNUAL CERTIFICATION FOR CALENDAR YEAR 2005 (WAC 136-04)

## MANAGEMENT AND ADMINISTRATION (If the answer to any question except "B" is No, please attach an explanation.)

- A. During 2005 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. ☒ Yes ☐ No
- B. At any time during 2005 was there a vacancy in the position of county Engineer?  
If so, were the procedures in WAC 136-12 followed? ☐ Yes ☒ No
- C. The processing of County Road Accident Reports during 2005 complied with WAC 136-28. ☒ Yes ☐ No
- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2005 per WAC 136-14-020. ☒ Yes ☐ No
- E. As of December 31, 2005 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-051	24-Apr-00
Re: Personnel Practices	136-50-052	5-Jan-95
Re: Complaint Handling	136-50-053	4-Nov-93
Re: Work for Others	136-50-054	22-Feb-76
Re: Utility Accommodation	136-50-055	7-Aug-00
Re: Priority Programming	136-14-030	1-Jul-05

- F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION/ PREPARATION	DATE SENT TO CRAB
'05 Six-Year Program	136-15-050	31-Dec -04	7-Jul-04	21-Dec-04
'05 Annual Construction Program	136-16-040	31-Dec -04	8-Dec-04	21-Dec-04
'05 CAPP Program	136-300-060	31-Dec -04	8-Dec-04	21-Dec-04
'05 Road Fund Budget		31-Dec -04	8-Dec-04	21-Dec-04
'05 Road Levy Certification	136-150-021	01-Feb -05	8-Dec-04	21-Dec-04
'04 Certification of Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-Apr -05	31-Jan-05	31-Jan-05
'04 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-Apr -05	28-Mar-05	28-Mar-05
'04 Annual Construction Report	136-16-050	01-Apr -05	28-Mar-05	28-Mar-05
'04 CAPP Report	136-300-090	01-Apr -05	28-Mar-05	28-Mar-05
'04 Annual Certification	136-04-030	01-Apr -05	28-Mar-05	28-Mar-05
'04 Road Log Update	136-60-030	01-May -05	28-Mar-05	28-Mar-05
'05 PMS Certification for CAPA Eligibility.	136-70-070	31-Dec -05	5-Dec-05	2-Dec-05

## OPERATIONS

- G. Projects to which construction expenditures were charged were all on the 2005 Annual Program. (If answer is No, please attach a brief explanation.) ☐ Yes ☒ No  
**\*SEE ANN. REPORT COMMENTS**
- H. The County's day labor limit for 2005 computed in accordance with RCW 36.77.065: \$ 368,471
- I. The actual expenditure for day labor as reported in the 2005 Annual Construction Report: \$ 49,530
- J. A written report of bridge inspection findings was furnished to the legislative authority or as required by WAC 136-20-060. (Please attach a copy) # of Bridges: 90  
July 06, 2005

I hereby certify as to the accuracy of the responses given herein, and as modified by the attached statements, if any:

Signature of County Engineer FRANKLIN 3/22/2006  
County Date

Approved Chair 3/22/2006  
Signature of Chair of the Board or County Executive Title Date

PLEASE COMPLETE, SIGN, AND RETURN WITH ATTACHMENTS TO THE COUNTY ROAD  
ADMINISTRATION BOARD NO LATER THAN APRIL 1, 2006



# ANNUAL CONSTRUCTION REPORT FOR 2005

(See Instructions for each column number)

## DAY LABOR CONSTRUCTION:

Total Dollars:

(A) TOTAL CONSTRUCTION DONE - columns (9) + (10)

\$1,052,773

(B) COMPUTED DAY LABOR LIMIT (see instructions)

\$368,471

(C) TOTAL DAY LABOR CONSTRUCTION - column (10)

\$49,530

COUNTY: Franklin

Current Population: 60,000

PREPARED BY: Guy F. Walters

DATE: 3/21/2006

\*IF LINE C AMOUNT IS GREATER THAN LINE B, CHECK BOX ☐

(1)	(2)	(3)	(4)	(4a)	(4b)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
ANNUAL PROG ITEM NO.	ROAD LOG NO.	C.R.P. NO.	ROAD/PROJECT NAME AND LOCATION  ( From Annual Program)	DAY LABOR PROJECT ANNOUNCEMENT	DAY LABOR PROJECT CLOSURE	COMPLETED LENGTH (Miles)	FUNCTIONAL CLASS (F/C)	TYPE OF WORK (code)	PRELIM. ENGR AND R.O.W.	ACTUAL EXPENDITURES 2005 Dollars			PROJECT STATUS AS OF DEC. 31	NOTES AND COMMENTS		
				Date	Date					CONSTRUCTION						
										CON- TRACT CONSTR.	DAY LABOR CONSTR.	PROJECT TOTAL			FEDERAL SUPPORT FEDERAL AID FUNDS	FEDERAL AID PROG.
04	08840	500	East Foster Wells Extension			2.05	07	ABC	15,247			15,247	13,189	STPR	Y	
01	09010	555	Glade N./ Fir Hill Siphon			1.30	07	ADH	80,976	147,169		228,145			Y	
15	varies	563	County Wide Illumination Program			varies	varies	G	2,414			2,414			Y	
X	08070	569	Pasco-Kahlotus Overlay/Wid.			2.00	07	ABDG		2,240		2,240			X	SIB Interest Payment
X	08700	572	Crestloch Bridge Replacement			0.38	09	ABCJ		19,404		19,404	17,606	BROS	X	Retainage Payment
02	09800	573	Fir Bridge Replacement			0.10	09	ABJ	6,502	20,939		27,441	13,441	BROS	X	
03	09010	574	Glade N. Rd. @ Selph Landing			0.20	07	G	108,303	3,189		111,492	100,343	STPH	Y	
07	04050	576	N. Wahluke Bridge Replacement			0.10	08	ABDI	28,702	229,030		257,732	257,732	BROS	X	
08	09690	577	Everett Bridge Replacement			0.10	09	ABDI	24,438	210,656		235,094	235,094	BROS	X	
06	11600	579	Road 100-Broadmoor/Dent Extn.			3.50	08	ABDG	1,372			1,372			Y	
11	08070	581	Pasco-Kahlotus Road 1			5.00	07	ABDG	34,417			34,417			Y	
12	02160	582	Dilling Lane Bridge Replacement			0.10	09	ABDI	75,527			75,527	75,527	BROS	Y	
14	06150	583	Garfield Road - Paving Priority			1.75	09	ABC	78,411	317,140		395,551			X	
X	04000	584	Sagehill Subgrade Repair			varies	07	BD	8,089	53,476		61,565			Y	Adopted by Resol. #2005-115
13	02110	585	Muse Drive - Intersection Prog.	04/07/05	01/05/06	0.30	09	ABC	11,153		49,530	60,683			X	
05	12240	586	Wernett Road Phase II			0.24	17	ABD	11,559			11,559	9,999	STPU	Y	
10	08070	587	Pasco-Kahlotus Overlay			4.55	07	ABD	14,201			14,201			Y	
16	11860	588	Dradie St. - Miscellaneous Proj.	03/02/06		0.13	19	ABD	7,512			7,512			Y	
						21.80				508,823	1,003,243	49,530	1,561,596	722,931		
PAGE / REPORT TOTALS																

EXHIBIT 8

March 22, 2006

## 2005

### BRIDGE CONDITION REPORT

Franklin County currently has **85 bridge structures** (20 feet and longer) - 42 concrete, 37 wood and 6 steel. The county has **20 box culverts** (under 20 feet) - 18 wood, and 2 concrete.

The county also inspects 2 bridges for the City of Connell and 1 bridge for the City of Mesa. In turn for these inspections and record keeping, WSDOT's bridge division performs U.B.I.T. inspections on several of our structures for no costs.

Bridges and Box Culverts are evaluated by a rating system called a **Sufficiency Rating** with **100** being a new structure and a **50** being a structure that may be a candidate for rehabilitation or replacement.

Currently we have **90 structures** with a **Sufficiency Rating** of **75 or higher** and **4 structures** with a **Sufficiency Rating** under **60**. The average **Sufficiency Rating** of all our structures is **84**.

#### THE FOLLOWING PROJECTS WERE COMPLETED THIS YEAR:

Replaced Everett and North Wahluke Bridges with concrete structures and updated approach rail and guardrail.

#### THE FOLLOWING PROJECT IS PROGRAMMED FOR THIS YEAR:

**Dilling Lane Bridge #216-0.56** – Replace wood structure with a new concrete structure

**WASHINGTON STATE  
COUNTY ROAD ADMINISTRATION BOARD  
Certification of Road Fund Expenditures for Fish Passage Barrier Removal**

Submitting County: FRANKLIN

Budget Year: 2005

**Fish Passage Barrier Removal Projects:**

	Project Name:	Total Cost:	Cost for Work Outside of County Right-of-Way:	% of Total Cost:
1				
2				
3				
4				
5				
6				
7				
8				

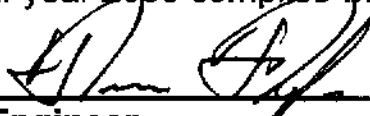
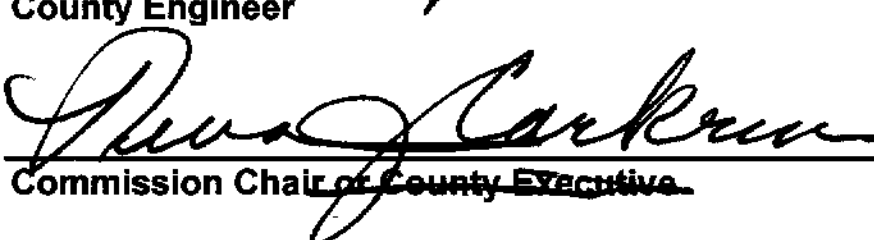
*Attach additional sheets if more space is needed.*

**Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way**

Total Annual Road Construction Budget		<u>\$3,334,000</u>
		X 0.005
1/2 % of Total Annual Road Construction (Limit of "Outside of Right of Way" expense.)	=	<u>\$16,670</u>
Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way		<u>\$0</u>

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

We, the undersigned, hereby certify that the amount spent for fish passage barrier removal outside county rights-of-during calendar year 2005 complies with the limits in RCW 36.82.070

 _____ County Engineer	_____ March 22, 2006 Date
 _____ Commission Chair of County Executive	_____ March 22, 2006 Date

Return to: Jay Weber, Director  
WA State County Road Administration Board  
2404 Chandler Court S.W., Suite 240  
Olympia WA 98504-0913

Due Date: April 1, 2006

STATE OF WASHINGTON  
COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM  
CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT

Submitting County: Franklin

Budget Year: 2005

**Total Road Levy:**

Valuation:	\$	1,054,030,123
Levy Rate (\$/Thousand):		1.9615
Revenue Produced (Computed):	\$	2,067,480
Actual Revenue Produced:	\$	2,088,851

**Traffic Law Enforcement Paid by Road Levy:**

Budgeted Levy Rate (\$/Thousand):		
Revenue Produced (Computed):	\$	
Actual Revenue Produced:	\$	0
<b><u>AND/OR</u></b>		
Budgeted Transfer Amount:	\$	
Actual Amount Transferred From Road Fund:	\$	0
<b><u>AND/OR</u></b>		
Budgeted Payment Amount	\$	
Actual Amt Paid From Road Fund for Services Rec'd	\$	0

**Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):** \$ 300,0000 (estimated)

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

**We, the undersigned, hereby certify that the above amounts spent for traffic law enforcement during calendar year 2005 are true and correct.**

County Sheriff:

County Auditor:

Chair / Executive:

Return to: Jay Weber, Director  
County Road Administration Board  
2404 Chandler Court S.W., Suite 240  
Olympia WA 98504-0913

Date

Date

Date

03-22-06

Due Date: April 1, 2006

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO.

06 174

FRANKLIN COUNTY RESOLUTION NO.

2006 161

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON  
AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF AMENDING THE 2004, 2005 & 2006 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES, DEPARTMENT OF HUMAN SERVICES, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, COUNCIL 2, LOCAL 3962 (CRISIS RESPONSE)


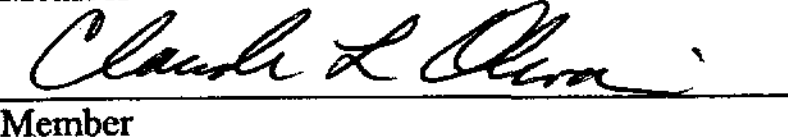
WHEREAS, negotiators for Benton-Franklin Counties have negotiated and reached an agreement with the Local 3962 negotiating team to amend the 2004, 2005 & 2006 Collective Bargaining Agreement; and

WHEREAS, both Benton and Franklin Counties Boards of Commissioners have previously discussed and approved the significant terms of the Amendment to the Agreement, NOW THEREFORE,

BE IT RESOLVED, that the Benton County Board of Commissioners and the Franklin County Board of Commissioners approve the Amendment to the Agreement as negotiated and are authorized to sign the same.

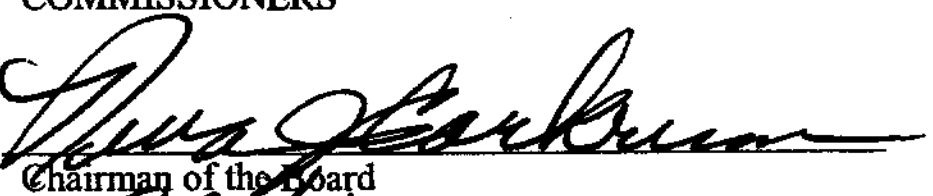
Dated this 27 day of March, 2006

Dated this 27<sup>th</sup> day of March, 2006

BENTON COUNTY BOARD OF  
COMMISSIONERS  
Chairman of the Board  
Member  
Member

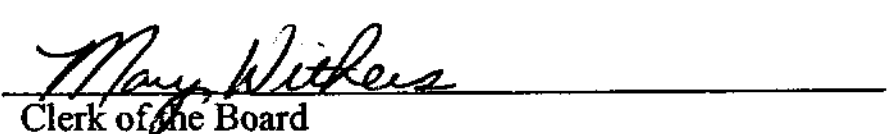
Constituting the Board of County  
Commissioners of Benton County, Washington

ATTEST:

  
Clerk of the BoardFRANKLIN COUNTY BOARD OF  
COMMISSIONERS  
Chairman of the Board  
Member  
Member

Constituting the Board of County Commissioners of  
Franklin County, Washington

ATTEST:

  
Clerk of the Board

2006 161

**AMENDMENT III TO AGREEMENT****Between****BENTON AND FRANKLIN COUNTIES****And****LOCAL 3962, COUNCIL 2, WASHINGTON STATE COUNCIL OF COUNTY****AND CITY EMPLOYEES, AFSCME,****REPRESENTING CRISIS RESPONSE EMPLOYEES**

1. The following paragraph replaces section 16.1.3 (set forth in Amendment II to the parties collective bargaining agreement):

Effective January 1, 2006, the County will provide the United Employees Benefit Trust (UEBT) Plan A5 and Group Health Options as the plans for medical and hospital coverage available to all employees. Effective February 1, 2006, Employer agrees to pay up to a maximum of Six Hundred Forty-Five Dollars (\$645.00) per month towards medical, dental, vision, and life insurance coverage. That amount will be applied to the coverage selected by each employee. If there is a balance remaining after premiums for the employee's coverage are paid, it may be applied toward his/her dependents health care insurance premium balance due, or to the employee's MSA/VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental and vision insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

2. No other language in the Collective Bargaining Agreement (CBA) is amended or intended to be changed or modified as a result of this Amendment except as affected or modified by these changes.

3. Except as otherwise stipulated above, this Amendment is effective as of the last date signed below.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES,  
AFL-CIO**

Alpha O'Laughlin  
Alpha O' Laughlin, Representative  
Date: 3-28-06

Deena Horton  
Steward  
Date: 3/28/06

**BENTON COUNTY BOARD OF  
COMMISSIONERS**

Max E. Benitz  
Chairman of the Board  
Date: 3-27-06

**BENTON - FRANKLIN DEPARTMENT OF  
HUMAN SERVICES**

David Hopper  
David Hopper, Director  
Date: 4-6-06

**FRANKLIN COUNTY BOARD OF  
COMMISSIONERS**

Deena Horton  
Chairman of the Board  
Date: March 28, 2006

2006 161

Leo M Bauman  
Member

Claude R. Allen  
Member

Constituting the Board of Benton County  
Commissioners

ATTEST:

Janice McGehee  
Clerk of the Board  
Date: 3-27-06

Sarah Williams  
Approved as to Form:  
Benton County Prosecuting Attorney  
Date: 3-27-06

Bob Koch  
Member

Frank H. Brink  
Member

Constituting the Board of Franklin County  
Commissioners

ATTEST:

Mary Withers  
Clerk of the Board  
Date: 3-22-06

Bob  
Approved as to Form:  
Franklin County Prosecuting Attorney  
Date: 03.22.06

2006 162

## FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: PROFESSIONAL SERVICE/CONSULTANT AGREEMENT BETWEEN FRANKLIN COUNTY AND JAMES A. SEWELL & ASSOCIATES (JAS)**

**WHEREAS**, the Washington State Department of Community, Trade and Economic Development (CTED) is authorized to provide State Community Development Block Grant Program (CDBG) funds to local government selected to undertake and carry out certain programs and projects; and

**WHEREAS**, the County wishes to retain the services of JAS to complete a feasibility study to address the Basin City Water and Sewer District and Basin City Mobile Home Park water supply and distribution needs; 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 Professional Service/Consultant Agreement between Franklin County and James A Sewell & Associates at a cost not to exceed \$24,000, and authorizes the Chairman to sign said agreement on behalf of the Board.

**APPROVED** this 22nd day of March 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
James A. Sewell & Associates  
Minutes

cc: Basin City Water & Sewer District  
County Administrator



**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT**

THIS AGREEMENT made and entered into by and between the County of Franklin (hereinafter referred to as the County) and James A. Sewell & Associates (JAS) (hereinafter referred to as the Consultant) WITNESSES THAT:

WHEREAS, the County and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Washington State Department of Community, Trade and Economic Development (CTED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Washington State Community Development Block Grant Program in compliance with all applicable local, state, and federal laws, regulations and policies, and

WHEREAS, the County, as part of its CDBG grant agreement with CTED, under contract number 05-64005-040, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the County's approved CDBG project, and

WHEREAS, it would be beneficial to the County to utilize the Consultant as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties:

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the County the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below and Attachment #2.

2. Time of Performance / Contract Duration:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be October 30, 2006.

3. Consideration:

The County shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the County exceed the sum of \$ 24,000, which amount shall be known as the "cost ceiling." Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

It is understood that this contract is funded in whole or in part with CDBG funds through the Washington State Community Development Block Grant Program as administered by CTED and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

4. Records:

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the County or CTED may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three years after final audit of the County's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the County shall request a longer period of record retention.

The County, the Washington State Department of Community, Trade and Economic Development, and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the consultant which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

The County, CTED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Consultant to the County shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Consultant.

6. Suspension, Termination, and Close Out:

If the Consultant fails to comply with the terms and conditions of this contract, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the County may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:
- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
  - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
  - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the County shall pay the Consultant for work performed to the satisfaction of the County, in accordance with the percentage of the work completed.
- b. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exists:
- (1) The lack of compliance with the provisions of this contract were of such scope and nature that the County deems continuation of the contract to be substantially detrimental to the interests of the County;
  - (2) The Consultant has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
  - (3) The Consultant has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The County may terminate this contract in whole or in part, and thereupon shall notify the Consultant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds – This contract may also be terminated in whole or in part:

- (1) By the County, with the consent of the Consultant, or by the Consultant with the consent of the County, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the County via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the County fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the County agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant *under this agreement terminated*. In such event, the County shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and
- (4) The County may terminate this contract at any time giving at least ten (10) days notice in writing to the Consultant. If the contract is terminated for convenience of the County as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The County may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the County and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel:

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the County.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the County. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the County thereto; provided, however, that claims for money by the Consultant from the County under this contract may be assigned to a bank, trust company, or other financial institution without such

approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Consultant.

10. Reports and Information:

The Consultant, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the County or as required by operation of law.

12. Copyright:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws:

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultant shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.).

17. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

18. Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

19. Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subConsultant is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subConsultant where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subConsultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subConsultants, its successors and assigned to those sanctions specified by

the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. Interest of Members of a County:

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Consultant shall also take appropriate steps to assure compliance.

21. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

22. Interest of Consultant and Employees:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

23. Audits and Inspections:

The County, CTED, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the County, CTED, the State Auditor and HUD.

24. Hold Harmless:

The Consultant agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the County, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury that may result from the negligence of any construction Consultant or construction subConsultant.

The Consultant's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Consultant, the Consultant's employees, agents, or subConsultants.

25. Insurance:

- a. Professional Liability Errors and Omissions Insurance:

Consultant must be authorized to do business in the State of Washington and be in full compliance with the requirements of the Board of Professional Registration. Consultant must be covered by errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00). Such insurance shall remain in effect for the entire term of the contract. Cancellation or lapse of the insurance during the term of the contract shall constitute a material breach of the contract and cause for contract termination. Should Consultant be notified of or have reason to expect a termination or cancellation action by the insurance company, they will provide the County with at least 30 days advance notice.

b. Commercial General Liability:

If the CONSULTANT has contact with the public arising out of the scope of the Consultant's services defined in this Contract, the Consultant shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than one million dollars (\$1,000,000.00) per loss.

The Consultant will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Consultant will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

c. Worker's Compensation and Employer's Liability:

The Consultant shall maintain worker's compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Franklin County Risk Management Division. If this contract is over \$50,000, then the Consultant shall also maintain Employees Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

d. Automobile Liability:

The Consultant's employees who utilize automobile(s) in the performance of services under this Agreement shall maintain personal Automobile Liability insurance coverage or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. The Auto Liability insurance coverage must cover the automobile(s) used in the performance of this Agreement. Consultant's employee(s) who intends to utilize a automobile in the performance of this Agreement must provide a current Certificate of Insurance evidencing the all the above conditions have been met at least five (5) days prior to use of an automobile for purposes of carrying out this Agreement.

e. Other Insurance Provisions:

The Consultant's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.



- i. Where such coverage is required, the Consultant's Commercial General Liability Insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of services.
- ii. Where such coverage is required, the Consultant's Commercial General Liability Insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as additional insured.
- iii. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the County, its officers, officials, employees or agents.
- iv. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- v. The Consultant shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Consultant's liability coverage is written as a claims made policy, then the Consultant must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

f. Verification of Coverage and Acceptability of Insurers:

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. The Consultant shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, except on thirty (30) days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
- ii. The Consultant shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- iii. The Consultant shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to the County that the Consultant is currently paying Workers Compensation.
- iv. The Consultant shall furnish all Certificates of Insurance required under this Agreement by mail to the address provided in this subsection. The Consultant shall furnish via mail all written notices of cancellation or change in insurance coverage(s) immediately to the County at the following address:

Franklin County Prosecuting Attorney's Office  
ATTN: Risk Manager  
1016 North Fourth Avenue  
Pasco, Washington 99301

v. The Consultant or its broker shall provide a copy of any and all insurance policies specified in the Agreement immediately upon request of the Franklin County Risk Manager.

26. Contract Representatives:

a. For COUNTY: Franklin County

Name of Representative: Fred Bowen

Title: Franklin County Administrator

Mailing Address: 1016 North 4<sup>th</sup> Avenue

City, State, and Zip Code: Pasco, Washington 99301

Telephone Number: (509) 545-3535

Fax Number: (509) 545-3573

E-Mail Address: fbowen@co.franklin.wa.us

b. For CONSULTANT: James A. Sewell & Associates

Name of Representative: Andrew Tom

Title: P.E.

Mailing Address: 9 South Washington Street, #708

City, State, and Zip Code: Spokane, WA 99201-3718

Telephone Number: (509) 747-5794

Fax Number: (509) 747-5798

E-Mail Address: atom@jasewell.com

27. Notices:

Any notices shall be effective if personally served upon the other party or if mailed be registered or certified mail, return receipt requested, to the addresses set out in Section 26. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given

three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

28. Non-Waiver of Rights:

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

29. Disputes:

Difference between the Consultant and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Consultant shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's Contract representative shall be final and conclusive.

30. Choice of Law, Jurisdiction, and Venue:

i. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

ii. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

31. Severability:

i. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

ii. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington or Federal law, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

32. Entire Agreement:

This agreement, including the Attachments detailed below and incorporated herewithin, contains all terms and conditions agreed to by the County and the Consultant. The parties agree that this agreement is the complete expression of its terms and conditions. Any oral or written

representations or understandings not incorporated in this Contract are specifically excluded. The attachments incorporated herewithin to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 1 page.

Attachment #2, Payment Schedule, consisting of 1 page.

IN WITNESS WHEREOF, the County and the Consultant have executed this contract agreement as of the date and year last written below.

CONSULTANT:

Firm: James A. Sewell & Assoc.

By: Joe M. Olmstead PE

Signature: Joe M. Olmstead

Title: partner

Date: 3/16/06

BOARD OF COUNTY COMMISSIONER  
Franklin County, Washington

Neva J. Corkrum  
Neva J. Corkrum, Chairman

Robert E. Koch  
Robert E. Koch, Chair Pro Tem

Frank H. Brock  
Frank H. Brock, Member

Date: March 22, 2006

ATTEST BY:

Mary Withers  
Clerk of the Board

Approved As To Form:

STEVE M. LOWE, #14670/#91039  
Prosecuting Attorney for  
Franklin County

by: R. Verhulst  
Ryan E. Verhulst  
Deputy Prosecuting Attorney

Attachment #1 – SCOPE OF WORK

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and establish hereby periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

Goals: (These are general statements of services to be provided by the Consultant and the County.)

- Complete feasibility study to address Basin City W/S District and Basin City MHP water supply and distribution needs

Objectives: (These are methods of accomplishing stated goals which are specific, measurable, and linked to an estimated time of completion.)

- Evaluate BC Water Company Facility
- Evaluate Basin City Mobile Home Park Water System
- Evaluate 2004 Water System Report in detail for integration into feasibility study.
- Develop value for each system based on needs of entire community.
- Evaluate needs of community for next 20 years.
- Develop costs for each user – residential.
- Assist the District in negotiations with other water system owners.
- Investigate additional water rights or permits.
- Provide 10 copies of water feasibility study to the District. (8/06)
- Conduct Public hearing (8/06)

Review and Evaluation: (This is a schedule for evaluation meetings and performance reviews to assess the progress of the Consultant.)

#### On-going Communications

- Meetings with State Health to facilitate approval process (As necessary)
- Discussions with W/S District and Franklin County to provide updates, provide status and make decisions (On-going)

**Attachment #2 – PAYMENT SCHEDULE**

For the services performed, the Consultant will be paid monthly as charges accrue on a cost basis. Costs will include direct labor costs, overhead costs, and direct (expense) costs. Charges will include costs incurred during the billing period. The cost ceiling for this contract is \$24,000 which the Consultant will not exceed without this agreement being formally amended in writing and unless there is a written amendment to this agreement increasing the Scope of Work, elements of which are listed in Attachment #1.

Consultant shall charge the following hourly rates as costs for the following services:

The Consultant shall bill the County monthly for the costs incurred since the last bill. The total of all bills shall not exceed the total amount of the contract. Bills will be paid to the Consultant as reimbursement requests for CDBG funds are received by the County.

**FRANKLIN COUNTY RESOLUTION NO.****2006 163****BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON**

**RE: CREATION OF LINE ITEM 597.73.50.0010 (ENHANCEMENT SUBSIDY)  
WITHIN THE AIDS TO OTHER GOVT. AGENCIES BUDGET, NUMBER  
001-000-720 and**

**CREATION OF LINE ITEM 597.73.50.0013 (TRAC CAPITAL OUTLAY)  
WITHIN THE AIDS TO OTHER GOVT. AGENCIES BUDGET, NUMBER  
001-000-720 and**

**INTER BUDGET TRANSFERS TOTALING \$33,380 WITHIN THE AIDS TO  
OTHER GOVT. AGENCIES BUDGET, NUMBER 001-000-720**

**WHEREAS**, the County Administrator received the invoice for the 2005 TRAC subsidy payments; and

**WHEREAS**, a line item for the Enhancement Subsidy or TRAC Capital Outlay does not exist in the 2006 budget; and

**WHEREAS**, the Administrative Chief Accountant recommended creation of line item 597.73.50.0010 (Enhancement Subsidy) and line item 597.73.50.0013 (TRAC Capital Outlay) within the Aids to Other Govt. Agencies Budget, Number 001-000-720; and

**WHEREAS**, the County Administrator requests transfers totaling \$33,800 from the TRAC Subsidy/Operations line item; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the creation of line item 597.73.50.0010 (Enhancement Subsidy) and line item 597.73.50.0013 (TRAC Capital Outlay) within the Aids to Other Govt. Agencies Budget, Number 001-000-720.

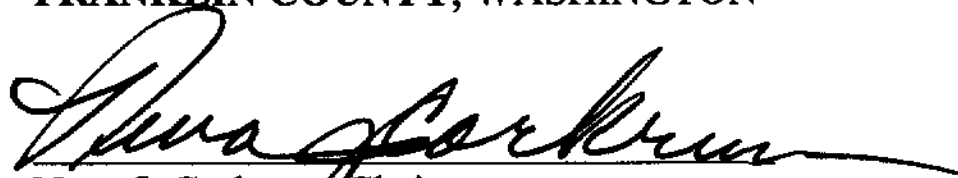
FRANKLIN COUNTY RESOLUTION NO. 2006 163  
Page 2

**BE IT FURTHER RESOLVED** the Board hereby approves inter budget transfers totaling \$33,380 within the Aids to Other Govt. Agencies Budget, Number 001-000-720, from line item 597.73.50.0011 (TRAC Subsidy/Operations) to the following line items:

\$33,000 to line item 597.73.50.0013 (TRAC Capital Outlay)  
\$ 380 to line item 597.73.50.0010 (Enhancement Subsidy)

**APPROVED** this 22nd day of January 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor – Minutes – County Administrator

cc: Accounting Department - Transfer Notebook

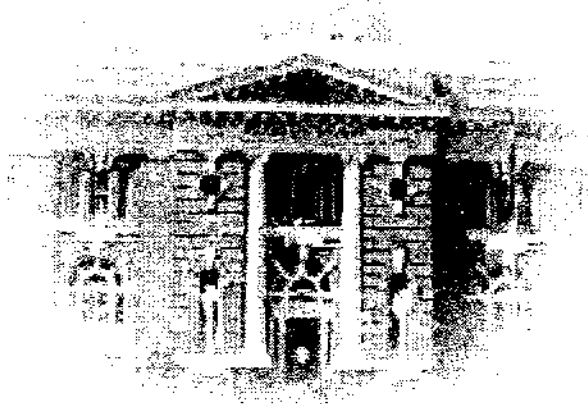


March 22, 2006

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Rosie H. Rumsey  
Human Resources Director

Patricia L. Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

March 22, 2006

Mr. Jerry Lingo, Code Enforcement Officer  
Franklin County Planning & Building Department  
1016 North 4<sup>th</sup> Avenue  
Pasco, WA 99301-3706

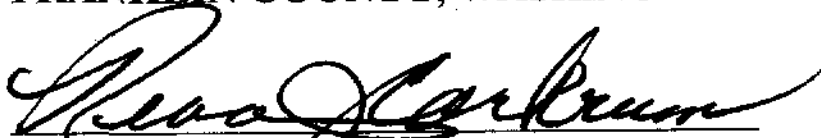
Dear Jerry:


Please accept our thanks for the wonderful pictures you have taken of the Franklin County Courthouse as the renovation project proceeded.

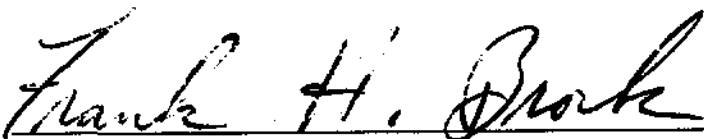
Your pictures have provided an amazing account of the renovation process and will be invaluable to the history of Franklin County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

Enclosure

cc: Jerrod MacPherson, Director, Planning & Building Department  
Personnel File  
File/LB

**FRANKLIN COUNTY RESOLUTION NUMBER 2006 164**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: 2005 SAFE DRIVING, LENGTH OF SERVICE AND ATTENDANCE AWARDS –  
VACATION DAYS TO BE AWARDED TO EMPLOYEES REFERENCED IN  
ATTACHMENT "A" TO BE USED IN 2006**

**WHEREAS**, the Franklin County Board of Commissioners increased benefits for all Franklin County employees with approval of Resolution Number 2001-526, creating employee incentives for safe driving, length of service, attendance (zero sick leave hours used during a twelve consecutive month period) and increased efficiency in utilization of County tax dollars; and

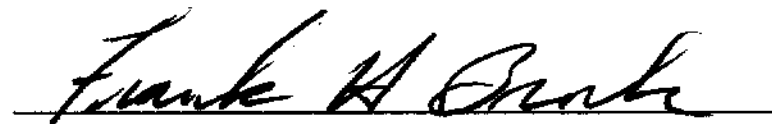
**WHEREAS**, awards were presented to employees for safe driving, length of service and attendance; and

**WHEREAS**, the employees referenced in Attachment "A" were presented with award certificates in the above referenced categories authorizing additional days of vacation to be used in 2006;

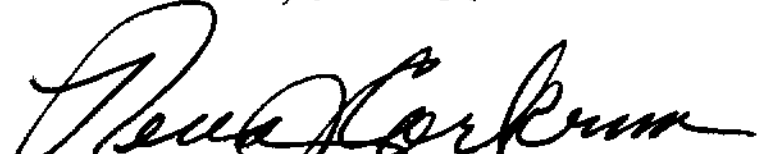
**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby authorize the employees referenced in Attachment "A" additional days of vacation to be used at their discretion in the year 2006.

**APPROVED** this 22 day of March, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

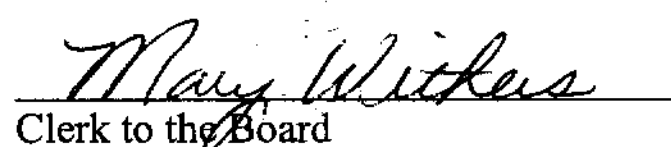


Frank H. Brock, ~~Chairman~~



Neva J. Corkrum, Chair ~~Pro Tem~~

Attest:

  
Clerk to the Board

Robert E. Koch, Member

Original: Auditor  
Minutes  
Human Resources

cc: Public Works/Whitney Osborn  
Accounting/Connie Curiel

**Franklin County Employees  
Length of Service Awards as of 12-31-2005**

10 years - 2 days;      15  
 years - 3 days;      20  
 years - 4 days;      25  
 years - 5 days;      30  
 years - 8 days;      35 years  
 - 10 days

**BENCHMARK YEARS ONLY**

Name	Department	Hire Date	Yrs of Service	In Hours Vacation Award
Winklesky, Alma	Jail	9 9 1975	30	64
Hogan, Pat	Dispatch	6 17 1980	25	40
Bowen, Fred	Commissioners	2 25 1985	20	32
Yonts, Theresa	District Court	3 8 1985	20	32
Pfeiffer, Bryan W	Sheriff	4 1 1985	20	32
Brown, Darryl	Planning & Bldg	4 19 1990	15	24
Killian, Diana G	Auditor	9 10 1990	15	24
Mahoney, Matt	Public Works	9 10 1990	15	24
Willer, Jason R	District Court	9 10 1990	15	24
Gonzales, Eugene	Public Works	9 21 1990	15	24
Neuman, Kathleen	Public Works	9 24 1990	15	24
Osborn, Whitney	Public Works	9 24 1990	15	24
Michel, Julie A	Assessor	10 22 1990	15	24
Dunnington, Linda	Assessor	11 16 1990	15	24
Dickenson, Jim	Sheriff	1 16 1995	10	16
Finke, Amy	Clerk	4 13 1995	10	16
O'Connor, Kelly	Public Works	5 30 1995	10	16
Cherry, James	Planning & Bldg	7 31 1995	10	16
Jenny, Frank	PA	9 13 1995	10	16
Garza, Richard	TRAC	9 25 1995	10	16

**Franklin County Employees  
Attendance Awards as of 11/01/2005**

Name	Department	Hours to be Added
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2005 was as follows:

Name	Department	Hours to be Added
Consuelo Curiel	Auditor	8.00
Cynthia Hoffman	Corrections	8.00
Pat Hogan	Dispatch	8.00
Monty Huber	Sheriff's	8.00
Cherryl Jones	Clerk's	8.00
Shelley Larson	Treasurer's	8.00
Richard Long	Corrections	8.00
Bryan Pfeiffer	Sheriff's	8.00
Lori Schmidt	Corrections	8.00
Sandra Schroeder	Corrections	8.00
Helen Shuler	TRAC	8.00
Gordon Thomasson	Sheriff's	8.00
Patrick Tomren	Sheriff's	8.00
Maureen Vincent	TRAC	8.00

Attachment A

Resolution # ~~2006-164~~

**Franklin County Employees  
Safe Driving Awards as of 11/1/2005**

5 years - 2 days;

10 years - 3 days;

15 years - 4 days;

20 years - 5 days

**BENCHMARK YEARS ONLY**

Name	Department	Years W/out Accident
O'Conner, Kelly	Public Works	10
Dyer, Bob	Public Works	5
Deputy Darrell Chambers	Sheriff's Department	15
Deputy Lee Barrow	Sheriff's Department	15
Deputy Josh Buntin	Sheriff's Department	5
Deputy Ruben Bayona	Sheriff's Department	5