

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for May 8, 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; and Mary Withers, Clerk to the Board. Fred Bowen, County Administrator, was absent on personal business.

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 **Resolution 2006-234** authorizing an intra budget transfer in the amount of \$1,000 within the 2006 Current Expense Planning & Building Budget, Building Department, Number 001-000-130, from line item 524.20.10.0020 (Building Insp. I) to line item 524.20.10.0900 (Overtime). (Exhibit 1)
2. Approval of County Road Fund payroll in the amount of \$69,183 and Motor Vehicle Fund payroll in the amount of \$10,161.97, for pay period ending May 4, 2006.
3. Approval of **Resolution 2006-235** in the matter of Amendment III to the 2004-2006 Collective Bargaining Agreement between Benton-Franklin Counties and Teamsters Local 839, representing Juvenile Detention Officers, effective January 1, 2006, and authorizing the Chairman to sign said amendment on behalf of the Board. (Exhibit 2)

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

Vouchers/Warrants

Motion – Mr. Koch: I move for approval of payment of vouchers as listed: Law Library warrants 980 through 981 for \$5,391.39; Franklin County Enhanced 911 warrants 1138 through 1141 for \$3,254.75; Election Equipment warrants 320 through 321 for \$12,473.90; Jail Commissary warrants 2192 through 2197 for \$5,000.22; Courthouse Renovation Fund warrant 379 for \$32,564.87; Franklin County Tax Refund warrant 1 for \$144,610.09; Current Expense warrants 50563 through 50650 for \$65,046.05; Current Expense warrants 50651 through 50686 for \$258,108.18; Courthouse Renovation Fund warrants 380 through 382 for \$102,955.08; and Grand Old 4th warrant 95 for \$61.48; for a total of \$629,466.01. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 3)

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Publication of Franklin County Legal Notices

The Franklin County Graphic submitted a bid of \$8.50 per column inch for printing Franklin County legal notices for one year on six-point solid type. A bond can be furnished if needed. The Tri-Cities Republic also submitted a bid, but has since notified the public that they would be closing their doors, with the last issue of the Tri-Cities Republic published May 4, 2006 (Exhibit 4).

Motion – Mr. Brock: I move for approval of award of bid to the Franklin County Graphic. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 5)

Travel Policy

Resolution 94-161 was rescinded by Resolution 2001-150. The mileage rate for using a personal car on county business is set at 10 cents per mile by Resolution 2001-150. The Board wants to rescind Resolution 2001-150 and have all employees reimbursed at the current mileage reimbursement rate for use of their own vehicles.

HOUSING AUTHORITY

Bobbie Littrell, Director, Housing Authority of the City of Pasco & Franklin County, met with the Board.

Housing Legislation

Ms. Littrell gave the Board a copy of HB 2418. She said this is the Housing Authority Association's bill that was passed and will take effect June 7. The bill essentially says if you dissolve a joint housing authority, there must be one made in each jurisdiction that was represented by the joint housing authority. If you choose to dissolve the Pasco-Franklin County Housing Authority, then a Pasco one and a Franklin County one would need to be created at the time of the dissolution. The bill makes sure assets and liabilities stay with the Housing Authority, not with a government jurisdiction or any other thing. Mrs. Corkrum asked what would our liabilities and responsibilities be? Ms. Littrell said she thinks it would be determined by courts. There is no money to make a new housing authority.

Mr. Brock asked if the City of Pasco wanted to dissolve the housing authority, what would happen to your group here? Ms. Littrell said it depends on how you do it.

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Mr. Koch said Connell tried to put in a housing authority about ten years ago. He thinks breaking one housing authority into two is not viable.

Mr. Brock asked if the housing authority were dissolved, what would happen to the homes and other buildings already in place? Ms. Littrell said you would have to decide how you would split the assets and liabilities. Mr. Koch said the city would have to establish another housing authority of their own.

Ms. Littrell explained a rental assistance program that functions throughout the county including in Mesa, Connell and the rural areas.

Mrs. Corkrum asked if other joint housing authorities have wanted to dissolve other than Pasco-Franklin County. Ms. Littrell said she thinks the City of Bremerton and Kitsap County wanted to dissolve at one point.

Mrs. Corkrum asked how could we be viable? Who would monitor that? Would we be in violation with state law? She does not think the county could support a program alone on the unincorporated population. The City of Pasco could.

Mr. Brock does not see that it would be to the county's advantage to dissolve the Housing Authority.

PLANNING AND BUILDING DEPARTMENT

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

Public Hearing: continued from May 3, 2006

SP 2006-10 for applicant Brent Preston (Preston Vineyards) to short plat 81.74 acres into three lots. As proposed, Lot 1 is approximately 1.75 acres in size, Lot 2 is approximately 5.03 acres in size and the remaining farm is approximately 74.96 acres in size. The property is zoned Agricultural Production Zoning District (AP-20).

Public Hearing convened at 9:36 a.m. Present: Commissioners Corkrum, Koch and Brock; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Brent and Michele Preston.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 6).

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Mr. MacPherson showed a copy of the short plat submitted by the applicant. A boundary line adjustment with adjoining property has been processed but not yet finalized. He reviewed the conditions of approval. He explained the access lane issues.

Mrs. Corkrum dispensed with public testimony in opposition as no one was present to comment. She asked if anyone in the audience would like to speak in favor.

Brent Preston said, "I hope you approve it. I'm in favor of it."

Motion – Mr. Koch: I move we grant preliminary approval of Short Plat 2006-10 subject to the seven findings of fact and nine conditions of approval. This is Resolution 2006-236. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 7)

Well Water

Mr. Preston answered the Board's questions about problems he has had with the State Department of Health regarding a well at his winery.

COUNTY ADMINISTRATOR

County Administrator's Secretary Bridgette Scott met with the Board
Public Hearing: To take testimony for and against increasing the revenue and expenditure bottom lines of the 2006 Current Expense Budget by \$7,000,000. The additional revenues include proceeds received from the sale of County-owned property, grant funds received from the Washington Trust for Historical Preservation, and funds transferred from the Miscellaneous Expense CE Cumulative Reserve Fund, Budget #100-000-001, to the 2006 Current Expense Non-Departmental Budget #001-000-700 to cover various expenses in the Non-Departmental Budget.

Public Hearing convened at 9:53 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator's Secretary Bridgette Scott; and Clerk to the Board Mary Withers. Present in audience: Shannon Jones and Terry Tanneberg from Juvenile Justice Center.

Ms. Scott explained we are moving funds in the Cumulative Reserve Fund (Rainy Day) from the Miscellaneous Expense budget to the Current Expense budget. The remaining balance in the fund is \$264,892.71 which will be transferred into the Current Expense budget. When we receive the \$2.7 million historical grant from the state, it will

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be put into this fund. When we receive money from the commercial property sale, those funds will also be put in the fund. The \$7 million is an estimate.

Mrs. Corkrum dispensed with public comment because the individuals in the audience are not residents of our county.

Motion – Mr. Koch: I would move for approval of Resolution 2006-237. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 8)

JUVENILE JUSTICE CENTER

Juvenile Justice Center Finance Director Shannon Jones and Terry Tanneberg met with the Board.

Kitchen Update

Ms. Jones and Mr. Tanneberg asked for approval to go forward to allow Attorney Jeff Nave to do further review on the kitchen proposal. The Board gave **consensus approval** to go forward. Ms. Jones said we think we can adjust our budget to pay for the attorney's charges. Mr. Tanneberg said Benton County Commissioners also gave unanimous approval to move forward.

COUNTY ADMINISTRATOR (continuing)

Bridgette Scott continued her meeting with the Board.

Miscellaneous Cumulative Reserve (Rainy Day) Fund #100-000-001

The Board reviewed a spreadsheet of the fund.

Current Expense Contingency and Cumulative Reserve (Rainy Day)

The Board reviewed a spreadsheet of the funds.

Auction Listing Contract

The two exhibits have been received that go with the auction listing contract. The Board wants to wait until Chief Civil Deputy Prosecutor Ryan Verhulp has signed the contracts prior to the Board approving them. He will meet with the Board on Wednesday.

Public Works Contract

Motion – Mr. Brock: I move we approve the Public Works contract with Campbell & Company to provide annual heating and air conditioning maintenance for the Franklin

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County Courthouse as specified. This is Resolution 2006-238. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Recessed at 10:10 a.m.

Reconvened at 10:29 a.m.

OFFICE BUSINESS

Legal Notices

Motion – Mr. Koch: I move for the chairman's signature for publishing the Franklin County legals with Franklin County Graphic. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 10)

PUBLIC WORKS

Engineer Tim Fife met with the Board.

Execution of Contract: CRP 582/Dilling Lane Bridge

Motion – Mr. Koch: I move to accept the contract between Franklin County Public Works and Wesslen Construction regarding CRP 582/Dilling Lane Bridge. This is Resolution 2006-239. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 11)

Stop Ahead warning signs

Mr. Fife said some stop ahead signs will be placed on roads, particularly roads that intersect with Taylor Flats and Glade roads. A flashing light will be installed on some intersections and also rumble strips.

Local Agency Agreement Supplement #1: CRP 586 – Wernett Road Phase II

Motion – Mr. Koch: I move approval for the Local Agency Agreement Supplement 1 between Franklin County and Washington State Department of Transportation for CRP 586 – Wernett Road. This is Resolution 2006-240. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 12)

Reynolds Road and Hunt Road

Mr. Koch told Mr. Fife about a complaint about having too much blading work being done on Reynolds Road. Mr. Koch drove on Hunt Road and said it is now in good condition.

Resolution: CRP 593/Road 100 (Broadmoor Boulevard/Dent Road Extension)

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Mr. Fife told the Board about funding sources for beginning work on the CRP 593 project. He asked for approval to declare it as a county road project.

Motion – Mr. Brock: I move for the approval of CRP #593 as specified. This is Resolution 2006-241. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 13)
Project Agreement for Construction Proposal for CRP 593/Road 100 (Broadmoor Boulevard/Dent Road Extension)

Mr. Fife told the Board about CRAB funding for the project.

Motion - Mr. Brock: I move for the approval of Resolution 2006-242 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 14)
Funding

Mr. Fife told the Board about changes in the funding allocation method for roads.
Certificate of Good Practice

Mrs. Corkrum presented Mr. Fife with a certificate of good practice.

OTHER BUSINESS

Jail

Mrs. Corkrum said there is some insurance coverage for the jail that the county could apply for called catastrophe inmate medical program. The paperwork includes a request for inmate medical information. Mrs. Corkrum will have Human Resources Director Rosie Rumsey work with Jail Captain Rick Long to prepare the information.

Travel Policy

Motion - Mr. Koch: I move that we rescind Franklin County Resolution 2001-150 and adopt Resolution 2006-243, eliminating Section 11 of the Franklin County Travel Policy. This is Resolution 2006-243. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 15)

Information Services and Planning Department

Information Services Director Kevin Scott and Planning Director Jerrod MacPherson met with the Board.

Mr. MacPherson would like to use some Growth Management (GMA) funds to purchase computers for the front counters when his office moves back to the courthouse. Mrs. Corkrum asked if the GMA funds can be used for that purpose without specifying

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how much they have to be used for GMA work. Mr. MacPherson said the computers do not need to have the Microsoft Office programs. They will basically have only the GIS software for our purposes. The two computers with monitors and stands would cost \$2700 including tax. There is funding available.

The Board gave **consensus approval** to proceed with preparing the paperwork. Amendment to Phase I Enhanced 911 Service Agreement between Franklin County and T-Mobile, amending Resolution 2003-368

Mr. Scott said the contract work has been done by Dispatch Superintendent Pat Hogan. He said the 911 system was implemented in different phases. Phase I Wireless came in which showed the calling number of cell phones. Phase II (which is federally mandated) shows the X-Y coordinate to pinpoint latitude and longitude of the caller. It is accurate to within three feet or so. The agreement is saying the county is ready to accept Phase II, that all of our equipment is in place. This agreement is a formality to tell the phone company that the county is ready to receive their data. An agreement with each cell phone company is needed. Mr. Scott does not know if the agreements with other companies have already been prepared and/or approved by the Board.

Motion – Mr. Brock: I move for approval of Resolution 2006-244. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 16)

Mr. Scott said some other carriers that operate in this area include Cingular and US Cellular.

Internet use by employees

Mr. Scott told the Board that a firewall is basically a computer that sits between the county and the rest of the world. It helps to protect the county from computer viruses coming in. We've also been blocking where people go on the web site. He gave an example to explain band width and the volume of use of the internet by county employees. County employees have been using the internet for all kinds of things that may not be business-related such as listening to the radio. It ties up volume to the point that the provider and others are complaining about how slow the internet is.

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He said there are clearly defined sites that people do not need to use. He asked for Board direction in use of the web to protect the band width. He said if a business case can be made for use of a web site, he thinks it should be available. The Board agreed. The Board said if someone complains, Mr. Scott can refer them to the Board.

Planning Department

Mr. MacPherson gave the Board an update on the state prison facility that will be built at Connell. Connell got a copy of the bid from the Department of Corrections and reworked the numbers more accurately. It was under the estimate. The county had estimated its portion at \$670,000. Now it is estimated at \$470,000 but there will be some tiny permits of \$10,000 here and \$15,000 there so Mr. MacPherson is comfortable that the county will receive \$490,000 to \$500,000. That does not include some buildings that will come into play towards the end of the project as part of the overall project. The Board gave **consensus agreement** to move forward.

Executive Session at 11:23 a.m. regarding personnel expected to last five minutes.

Open Session at 11:25 a.m.

Jackson and Perkins roses

Motion – Mr. Brock: I move for approval of the letter of thanks to Jackson and Perkins.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 17)

COUNTY ADMINISTRATOR (continued)

Bridgette Scott continued her meeting with the Board.

Re-dedication Ceremony and Grand Opening

The Board approved a memo to all department officials and elected officials to authorize the closure of county offices from 12:30 to 2:30 p.m. on May 17 so employees can attend the re-dedication and grand opening ceremony at the Courthouse (Exhibit 18).

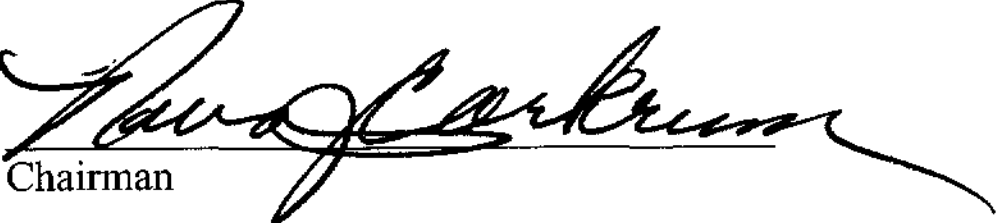
They asked that a notice be put in the newspaper that the courthouse offices will be closed for those times.


Adjourned at 11:29 a.m.

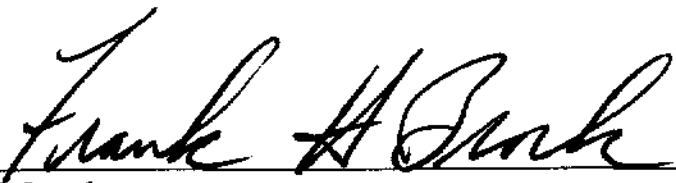
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until May 10, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed May 15, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 234

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,000 WITHIN
THE 2006 CURRENT EXPENSE PLANNING & BUILDING BUDGET,
BUILDING DEPARTMENT, NUMBER 001-000-130, FROM LINE ITEM
524.20.10.0020 (BUILDING INSP. I) TO LINE ITEM 524.20.10.0900
(OVERTIME)**

WHEREAS, the Building Inspector I position will not be filled until the June timeframe;
and

WHEREAS, the backlog of daily workload continues; and


WHEREAS, the Planning and Building Director requested a transfer due to insufficient
funds in the overtime line item; and

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


NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of
Commissioners hereby approves an intra budget transfer in the amount of \$1,000 within
the 2006 Current Expense Planning & Building Budget, Building Department, Number
001-000-130, from line item 524.20.10.0020 (Building Insp. I) to line item
524.20.10.0900 (Overtime).

APPROVED this 8th day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk to the Board

Originals: Auditor
Minutes
Planning/Building

cc: Accounting

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 247FRANKLIN COUNTY RESOLUTION NO. 2006 235

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

IN THE MATTER OF THE 2004-2006 COLLECTIVE BARGAINING AGREEMENT
BETWEEN BENTON-FRANKLIN COUNTIES AND TEAMSTERS LOCAL 839,
REPRESENTING JUVENILE DETENTION OFFICERS

WHEREAS, both Benton and Franklin Counties Boards of Commissioners
have previously approved and signed the 2004-2006 Collective
Bargaining Agreement (CBA); and

WHEREAS, it was the intent of the parties to the CBA to continue to
offer Time Loss benefits in 2006; NOW THEREFORE,

BE IT RESOLVED, that both Benton and Franklin Counties Boards of
Commissioners approves Amendment III to the CBA and are authorized
to sign the same.

DATED this 1 day of May, 2006

BENTON COUNTY BOARD OF COMMISSIONERS

Mark E. Benitz
Chairman of the Board

Don M. Beeman
Member

Clayton L. Olson
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

ATTEST:
Connie McKenzie
Clerk of the Board

DATED this 8th day of May, 2006

FRANKLIN COUNTY BOARD OF
COMMISSIONERS

Steve J. Jackson
Chairman of the Board

R. K. K.
Member

Frank H. Burk
Member

Constitution the Board of County
Commissioners of Franklin County,
Washington

ATTEST:
Mary Withers
Clerk of the Board

AMENDMENT III TO AGREEMENT
Between
BENTON AND FRANKLIN COUNTIES
and
TEAMSTERS LOCAL 839,
REPRESENTING JUVENILE DETENTION OFFICERS

The 2004-2006 Collective Bargaining Agreement (CBA) between Benton and Franklin Counties and Teamster Local 839, representing Juvenile Detention Officers, is amended as follows:


1. The following paragraph is added to Section 23.1:

Effective January 1, 2006, Benton County will provide the United Employees Benefit Trust (UEBT) Plan A5 (Composite) with Time Loss and Group Health Options as the plans for medical and hospital coverages available to Juvenile Detention employees covered by this agreement.

2. No other language in the CBA is amended or intended to be changed or modified as a result of this Amendment.

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

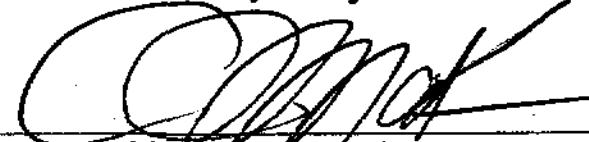
TEAMSTERS LOCAL NO. 839

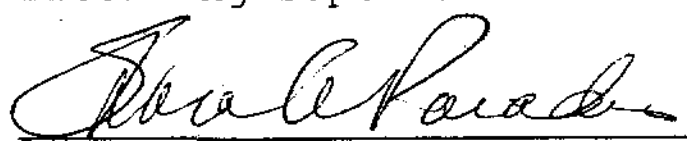

Robert C. Hawks,
Secretary/Treasurer
Date: 4/3/06

BENTON AND FRANKLIN COUNTIES


Chairman, Board of Benton
County Commissioners
Date: 5-1-06


Chairman, Board of Franklin
County Commissioners
Date: 5/8/06



Presiding Superior Court Judge


Juvenile Court Administrator

2006 235

May 8, 2006

Approved as to form:


Benton County Deputy
Prosecuting Attorney

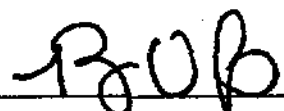

Franklin County Deputy
Prosecuting Attorney

EXHIBIT 3
Franklin County Auditor

May 8, 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

May 08, 2006

Franklin County Commissioners:

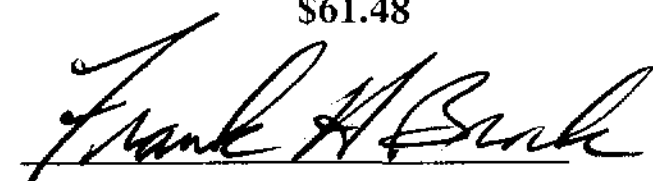
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, May 08, 2006,
Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Law Library	980-981	\$5,391.39
FC Enhanced 911	1138-1141	\$3,254.75
Election Equipment	320-321	\$12,473.90
Jail Commissary	2192-2197	\$5,000.22
Courthouse Renovation Fund	379	\$32,564.87
Franklin County Tax Refund	1	\$144,610.09
Current Expense	50563-50650	\$65,046.05
Current Expense	50651-50686	\$258,108.18
Courthouse Renovation Fund	380-382	\$102,955.08
Grand Old 4 th	95	\$61.48

In the amount of **629,466.01**. 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

Tri-Cities Republic

May 4, 2006

Republic closing its doors

After six months of publishing, the Tri-Cities Republic is closing. Owners David and Marty Cortinas say they are going to stick with what they know best – the Hispanic community.

"We appreciate the support our readers have given us but the advertiser base has not shown adequate support for another newspaper," said David Cortinas. "We are going to focus our energies on La Voz Hispanic Newspaper."

Cortinas said he will also be

launching a new Hispanic-focused real estate magazine for the Tri-Cities area.

"Due to the high demand from real estate firms and mortgage companies, we think this is a good venture," Cortinas said.

Cortinas also noted that any subscriber who requests a refund will receive the balance of their payment back.

This is the last issue of the Republic which will be reorganizing with a new name.

May 8, 2006

Franklin County Graphic

*BID OPENED
APR. 3, 2006*

P.O. BOX 160 - CONNELL, WASHINGTON 99326
TELEPHONE (509) 234-3181

April 11, 2005

Franklin County Commissioners
1016 N. 4th
Pasco, WA 99301

Commissioners:

The Franklin County Graphic is submitting a bid of \$8.50 per column inch for printing Franklin County's legal notices for one year on six (6) point solid type.

A bond can be furnished if needed.

Enclosed is a statement of mailing for the Franklin County Graphic saturation circulation of 2805.

Thank you,

Kathy Valdez

Kathy Valdez
Owner

May 8, 2006

United States Postal Service

Postage Statement - Standard Mail

Mailing	Permit Holder's Name and Address and Email Address, If Any FRANKLIN COUNTY GRAPHIC P.O. BOX 160 346 S. COLUMBIA AVE. CONNELL, WA 99326-0160		Telephone	Name and Address of Mailing Agent (If other than permit holder)	Telephone	Name and Address of Individual or Organization for Which Mailing Is Prepared (If other than permit holder)
	CAPS Cust. Ref. No. Dun & Bradstreet No.			Dun & Bradstreet No.		Dun & Bradstreet No.
Postage	Post Office of Mailing	Processing Category <input type="checkbox"/> Letters <input type="checkbox"/> CMM <input type="checkbox"/> Flats <input type="checkbox"/> Automation Flats (DMM 301.3) <input type="checkbox"/> Parcels	Mailing Date 3-2-06	Federal Agency Cost Code	Statement Seq. No. 06-9	No. and type of Containers
	Type of Postage <input type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered		Weight of a Single Piece 0 pounds		Total Pieces	
	Permit #	For Mail Enclosed within Another Class <input type="checkbox"/> Periodicals <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail <input type="checkbox"/> Parcel Post	If Sacked, Based on <input type="checkbox"/> 125 pcs <input type="checkbox"/> 15 lbs. <input type="checkbox"/> both	Total Weight	Detached Address Labels? (DMM 602.4) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	For Automation Rate Pieces, Enter Date of Address Matching and Coding (DMM 708.3.3) ____/____/____		For Enhanced Carrier Route Rate Pieces, Enter Date of Address Matching and Coding (DMM 708.3.3) ____/____/____		For Enhanced Carrier Route Rate Pieces, Enter Date of Carrier Route Sequencing (DMM 245/345/445.6.10.1) ____/____/____	
Parts Completed (Select all that apply) <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> S						
Total Postage (Add parts totals)						435.35
Rate at Which Postage Affixed (Check one) (DMM 244, 344, 444) <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither _____ pcs. x \$ _____ = Postage Affixed						
Net Postage Due (Subtract postage affixed from total postage)						
Total Adjusted Postage Affixed						
Total Adjusted Postage Permit Imprint						
Certification	The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer, and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and that the mailing qualifies for the rates and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.					
	Signature of Mailer or Agent <i>Kathy Valdez</i>		Printed Name of Mailer or Agent Signing Form		Telephone 234-3181	

A

Standard Mail — Letters and Flats

☐ Part C

ECR Rates — Letters and Flats - 3.3 oz. (0.2063 lb.) or Less

Check box at left if rates are populated in this section.

Entry	Rate Category	Rate		Number of Pieces		Total
NONE	C1 Saturation Letter	.160	X		=	\$
	C2 High Density Letter	.173	X		=	\$
	C3 Basic Letter	.204	X		=	\$
	C4 Basic Auto Letter	.180	X		=	\$
	C5 Saturation Flat	.169	X	1441	=	\$ 243.52
	C6 High Density Flat	.178	X	151	=	\$ 26.87
	C7 Basic Flat	.204	X		=	\$
DBMC	C8 Saturation Letter	.138	X		=	\$
	C9 High Density Letter	.151	X		=	\$
	C10 Basic Letter	.182	X		=	\$
	C11 Basic Auto Letter	.158	X		=	\$
	C12 Saturation Flat	.147	X		=	\$
	C13 High Density Flat	.156	X		=	\$
	C14 Basic Flat	.182	X		=	\$
DSCF	C15 Saturation Letter	.133	X		=	\$
	C16 High Density Letter	.146	X		=	\$
	C17 Basic Letter	.177	X		=	\$
	C18 Basic Auto Letter	.153	X		=	\$
	C19 Saturation Flat	.142	X		=	\$
	C20 High Density Flat	.151	X		=	\$
	C21 Basic Flat	.177	X		=	\$
DDU	C22 Saturation Letter	.127	X		=	\$
	C23 High Density Letter	.140	X		=	\$
	C24 Basic Letter	.171	X		=	\$
	C25 Basic Auto Letter	.147	X		=	\$
	C26 Saturation Flat	.136	X	1213	=	\$ 164.96
	C27 High Density Flat	.145	X		=	\$
	C28 Basic Flat	.171	X		=	\$

Part C Total

435.35

☐ Part D

Letters and Flats More Than 3.3 oz. (0.2063 lb) Not Subject to Surcharge

IS OVER 3.302

ea PAPER

Check box at left if rates are populated in this section.

Entry	Rate Category	Piece Rate	Or Amt. Affixed	x	No. of Pieces	=	Pieces Subtotal	+	Lb. Rate	x	Pounds	=	Pound Subtotal	=	TOTAL
NONE	D1 Saturation ECR	.036		X		=			.643	X		=		\$	
	D2 High Density ECR	.045		X		=			.643	X		=		\$	
	D3 Basic ECR	.071		X		=			.643	X		=		\$	
	D4 3/5 Automation	.121		X		=			.746	X		=		\$	
	D5 Basic Automation	.162		X		=			.746	X		=		\$	
	D6 3/5 Presort	.150		X		=			.746	X		=		\$	
	D7 Basic Presort	.209		X		=			.746	X		=		\$	
DBMC	D8 Saturation ECR	.036		X		=			.538	X		=		\$	
	D9 High Density ECR	.045		X		=			.538	X		=		\$	
	D10 Basic ECR	.071		X		=			.538	X		=		\$	
	D11 3/5 Automation	.121		X		=			.641	X		=		\$	
	D12 Basic Automation	.162		X		=			.641	X		=		\$	
	D13 3/5 Presort	.150		X		=			.641	X		=		\$	
	D14 Basic Presort	.209		X		=			.641	X		=		\$	
DSCF	D15 Saturation ECR	.036		X		=			.511	X		=		\$	
	D16 High Density ECR	.045		X		=			.511	X		=		\$	
	D17 Basic ECR	.071		X		=			.511	X		=		\$	
	D18 3/5 Automation	.121		X		=			.614	X		=		\$	
	D19 Basic Automation	.162		X		=			.614	X		=		\$	
	D20 3/5 Presort	.150		X		=			.614	X		=		\$	
	D21 Basic Presort	.209		X		=			.614	X		=		\$	
	D22 Saturation ECR	.036		X		=			.477	X		=		\$	
	D23 High Density ECR	.045		X		=			.477	X		=		\$	
	D24 Basic ECR	.071		X		=			.477	X		=		\$	

For affixed postage mailings as described in DMM 243, 343 and 443, compute and enter the rate for each piece in the amount affixed column, multiply by number of pieces and complete the total column.

Part D Total

A

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Brent Preston (Preston Vineyards)	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: May 8, 2006	Execute Contract	Public Hearing X
Subject: SP-2006-10 to short plat 81.74 acres into three (3) lots	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION:

The applicant has applied to short plat 81.74 acres into three (3) lots. As proposed, Lot #1 is approximately 1.75 acres in size, Lot #2 is approximately 5.03 acres in size, and the remaining farm is approximately 74.96 acres in size. The property is zoned Agricultural Production (AP-20).

The land is located north of the City of Pasco, north of Beus Road, south of E. Vineyard Drive, and east of Highway 395 near site address 504 E Vineyard Drive.

As submitted, the application is in compliance with the standards specified in the County Subdivision Ordinance #3-2000.

According to Chapter 8 of the County Subdivision Ordinance, the Board of County Commissioners shall, after conferring with appropriate officials and agencies, make and enter findings into the record and determine whether the short plat be approved with conditions, returned to the applicant for modification or denied.

FINDINGS OF FACT: (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;

- 6). The public use and interest will be served by permitting the proposed divisions of land;
- 7). Subdivision improvements are not required for this application and therefore are not required to be guaranteed by one of the methods described in the Subdivision Ordinance.

CONDITIONS OF APPROVAL:

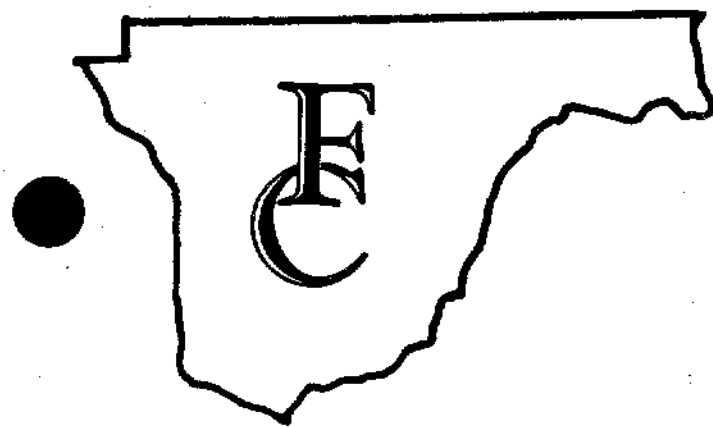
1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated April 28, 2006 for specifics).
 2. **Big Bend REA:** The applicant shall comply with the Big Bend REA Standards.
 3. **Fire Code Official:** The following separation standards shall be required for all new structures on each lot and or parcel unless there is a fire hydrant located within 500 feet of the proposed building/structures.
 - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the centerline of such road right-of way and/or roadway/easement which ever is greater.
 - b. Rear yard setback: Twenty-five (25) feet.
 - c. Side yard setback: Twenty (20) feet.
 - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.
- ** These separation standards and requirements shall be placed on the face of the plat.**
4. **Fire District #3:** The proposed 20 ft access easement, for access through Lot #1 to Lot #2, seems too tight to the existing structures to provide clear access to either Lot #1 or #2. (*See Planning Department comments #9 (c) for further clarification*).
 5. **GIS/Assessor:** The Boundary line adjustment needs to be completed. Lot #2 needs to have dimensions identified. The Assessors office, the short plat, and the title certificate show different ownerships.
 6. **South Columbia Basin Irrigation District:** RCW 58.17.310 requires an irrigation easement from the farm unit's point of delivery to each new lot when a farm unit is short platted. A minimum 10 ft wide irrigation easement (separate from other easements) is required from the unit's legal point of delivery to Lot 1 and 2.
 7. **United States Bureau of Reclamation:** Applicant shall meet and comply with the standards of the United States Bureau of Reclamation. See letter dated April 24, 2006 for specific standards.

Action Summary
SP-2006-10
Page 3

8. **Franklin County Public Works:** In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure. **Note:** The surveyor has already submitted closure notes but there are numerous distances and bearings that are not shown on the plat and some differences in distances.
9. **Franklin County Planning Department:**
- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
 - b. The Boundary Line Adjustment between parcels 124-660-058 and 124-660-037 shall be completed and recorded prior to final approval of the short plat.
 - c. The proposed access easement, providing access to Lot's 1 and 2 does not include a 20' wide clear area. An access easement that is 20' wide that complies with the County standards and Fire Code shall be shown on the plat. No more than 2 lots shall be provided access via an approved and recorded access easement.
 - d. The title certificate, the County Assessor's records, and the short plat shall reflect the same ownership before final short plat approval. An updated title certificate shall be supplied to the Planning Department prior to final approval.
 - e. Lot 2 and 3 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for Lot 2 and Lot 3. If the applicant chooses to not pay the fee prior to recording, **then a statement shall be placed on the plat stating that Park Dedication Fees apply to Lots 2 and 3. This shall be paid prior to building permit issuance for a new home on Lots 2 and 3.**
 - f. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend REA, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
 - g. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

MOTION

Grant preliminary approval of Short Plat 2006-10, subject to the seven (7) findings of fact and nine (9) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2006 236

PRELIMINARY APPROVAL

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

RE: SP 2006-10, an application to short plat 81.74 acres into three (3) lots. As proposed, Lot #1 is approximately 1.75 acres in size, Lot #2 is approximately 5.03 acres in size, and the remaining farm is approximately 74.96 acres in size. The property is zoned Agricultural Production (AP-20). The land is located north of the City of Pasco, north of Beus Road, south of E. Vineyard Drive, and east of Highway 395 near site address 504 E Vineyard Drive.

APPLICANT: Preston Vineyards (Brent Preston), 504 E Vineyard Drive, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Preston Vineyards (Brent Preston) and has recommended preliminary approval of the preliminary short plat and finds the following:

FINDINGS OF FACT: (Chapter 8, Section 8.10 Subdivision Ordinance):

- 1). The proposed lots **do conform** to the Comprehensive Plan and Zoning Requirements;
- 2). The proposed short subdivision **does contribute** to the orderly development and land use patterns in the area;
- 3). The proposed lots **are served** with adequate road system/means of access, fire protection, drainage, water supplies and means of sanitary sewage disposal;
- 4). Land **is not required** to be dedicated for public right-of-way;
- 5). Utility and irrigation easements **are required** to serve the proposed lots within the short plat and/or adjacent properties;
- 6). The public use and interest **will be** served by permitting the proposed divisions of land;
- 7). Subdivision improvements **are not required** for this application and therefore **are not required** to be guaranteed by one of the methods described in the Subdivision Ordinance.

RESOLUTION NUMBER 2006 236
Preliminary Approval
SP 2006-10 – Preston Vineyards (Brent Preston)
Page Two

CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Health Department (see letter dated April 28, 2006 for specific standards).
 2. **Big Bend REA:** The applicant shall comply with the Big Bend REA standards.
 3. **Fire Code Official:** The following separation standards shall be required for all new structures on each lot and or parcel unless there is a fire hydrant located within 500 feet of the proposed building/structures.
 - a. Front yard setback: Twenty-five (25) feet from a road right-of way and/or a dedicated roadway/easement, and/or fifty-five (55) feet from the center-line of such road right-of way and/or roadway/easement which ever is greater.
 - b. Rear yard setback: Twenty-five (25) feet.
 - c. Side yard setback: Twenty (20) feet.
 - d. Separation between Building/Structures: Fifteen (15) feet. The structure separation could be adjusted with an approved firewall construction.
- ** These separation standards and requirements shall be placed on the face of the plat.**
4. **Fire District #3:** The 20 ft access easement, for access through Lot #1 to Lot #2, seems too tight to the existing structures to provide clear access to either Lot #1 or #2. (*See Planning Department comments #9 (c) for further clarification*).
 5. **GIS/Assessor:** The Boundary line adjustment needs to be completed prior to final short plat approval. Lot #2 needs to have dimensions identified. The Assessors office, the short plat, and the title certificate show different ownerships.
 6. **South Columbia Basin Irrigation District:** RCW 58.17.310 requires an irrigation easement from the farm unit's point of delivery to each new lot when a farm unit is short platted. A minimum 10 ft wide irrigation easement (separate from other easements) is required from the unit's legal point of delivery to Lot 1 and 2.
 7. **United States Bureau of Reclamation:** Applicant shall meet and comply with the standards of the United States Bureau of Reclamation. See letter dated April 24, 2006 for specific standards.
 8. **Franklin County Public Works:** In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure. **Note:** The surveyor has already submitted closure notes but there are numerous distances and bearings that are not shown on the plat and some differences in distances.

RESOLUTION NUMBER 2006 236

Preliminary Approval

SP 2006-10 – Preston Vineyards (Brent Preston)

Page Three

9. Franklin County Planning Department:

- a. Short Plat approval shall be effective for one (1) year (per Co. Subdivision Ordinance, Section 8.14). If final recording has not occurred within the one-year time period, reapplication shall occur.
- b. The Boundary Line Adjustment between parcels 124-660-058 and 124-660-037 shall be completed and recorded prior to final approval of the short plat.
- c. The proposed access easement, providing access to Lot's 1 and 2 does not include a 20' wide clear area. An access easement that is 20' wide that complies with the County standards and fire code shall be shown on the plat. No more than 2 lots shall be provided access via an approved and recorded access easement.
- d. The title certificate, the County Assessor's records, and the short plat shall reflect the same ownership before final short plat approval. An updated title certificate shall be supplied to the Planning Department prior to final approval.
- e. Lot 2 and 3 are subject to a Park Dedication Fee (\$50.00 per new lot/expected new dwelling unit). This fee may be paid prior to recording the final subdivision plat or at the time when a building permit for a new home is to be issued for Lot 2 and Lot 3. If the applicant chooses to not pay the fee prior to recording, then a statement shall be placed on the plat stating that Park Dedication Fees apply to Lots 2 and 3. This shall be paid prior to building permit issuance for a new home on Lots 2 and 3.
- f. Signature Blocks shall be provided for the following: County Engineer, County Auditor, South Columbia Basin Irrigation District, Big Bend REA, United States Bureau of Reclamation, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- g. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.

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

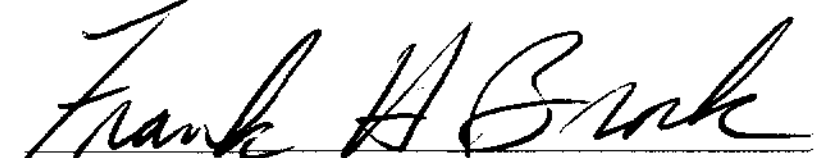
NOW THEREFORE, BE IT RESOLVED that the above-mentioned application be given preliminary approval in accordance with the provisions of the Franklin County Subdivision Ordinance #03-2000.

SIGNED AND DATED THIS 8th DAY OF MAY 2006.

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


CHAIRMAN


CHAIR PRO TEM


MEMBER

ATTEST:


Clerk of the Board

2006 237

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY WASHINGTON

RE: INCREASE THE REVENUE AND EXPENDITURE BOTTOM LINES OF THE 2006 CURRENT EXPENSE BUDGET, NUMBER 001-000-001, BY \$7,000,000 DUE TO INCREASED REVENUES AND EXPENDITURES and

CREATION OF REVENUE LINE ITEM 387.00, RESIDUAL EQUITY TRANSFER-IN, WITHIN THE CURRENT EXPENSE NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700 and

CREATION OF EXPENDITURE LINE ITEM 519.90.10.0100, CONTINGENCY RESERVE-CUMULATIVE RESERVE, WITHIN THE CURRENT EXPENSE NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700 and

INTER BUDGET TRANSFER OF \$264,892.71 FROM THE MISCELLANEOUS EXPENSE CUMULATIVE RESERVE (RAINY DAY) FUND, BUDGET NUMBER 100-000-001, TO THE CURRENT EXPENSE NON-DEPARTMENTAL BUDGET, NUMBER 001-000-700

WHEREAS, the Board of County Commissioners desire to deposit grant funds received from the Washington Trust for Historic Preservation and proceeds from the sale of County-owned property into the Current Expense budget; and

WHEREAS, a public hearing was held May 8, 2006, to take testimony for and against increasing the revenue and expenditure bottom lines by \$7,000,000 of the Current Expense Budget, Number 001-000-001; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves increasing the revenue and expenditure bottom lines of the Current Expense Budget, Number 001-000-001, by \$7,000,000 due to grant funds to be received and proceeds to be received from the sale of County-owned property.

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves creation of revenue line item 387.00 (Residual Equity Transfer-In), within the Current Expense Non-Departmental Budget, Number 001-000-700; and

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves creation of expenditure line item 519.90.10.0100 (Contingency Reserve-Cumulative Reserve), within the Current Expense Non-Departmental Budget, Number 001-000-700; and

2006 237

FRANKLIN COUNTY RESOLUTION NO. _____

Page 2

BE IT FURTHER RESOLVED the Franklin County Board of Commissioners hereby approves an inter budget transfer of \$264,892.71 from the Miscellaneous Expense Cumulative Reserve (Rainy Day) Fund, Budget Number 100-000-001, to the Current Expense Non-Departmental Budget, Number 001-000-700, line item 387.00 (Residual Equity Transfer-In).

APPROVED this 8th day of May 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Neva J. Corkrum, Chair



Robert E. Koch, Chair Pro Tem



Frank H. Brock, Member

Attest:



Clerk of the Board

Originals: Auditor
Minutes
Accounting

cc: Treasurer

EXHIBIT 9
FRANKLIN COUNTY RESOLUTION

2006 May 8 238

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: PUBLIC WORKS CONTRACT BETWEEN FRANKLIN COUNTY AND CAMPBELL & COMPANY TO PROVIDE ANNUAL HEATING AND AIR CONDITIONING MAINTENANCE FOR THE FRANKLIN COUNTY COURTHOUSE

WHEREAS, the County Administrator presented a Public Works Contract for the maintenance of the heating and air conditioning system at the Franklin County Courthouse as described in "Attachment A", at a cost not to exceed \$5,550.38, including sales tax; and

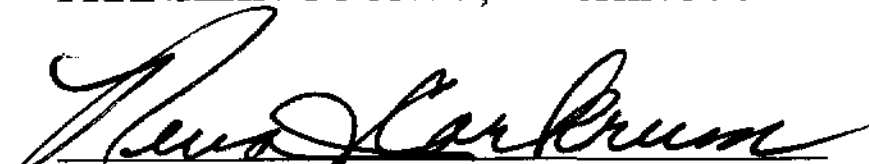
WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

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 Public Works Contract between Franklin County and Campbell & Company, to provide one year of scheduled maintenance for the heating and air conditioning system at the Franklin County Courthouse, as described in "Attachment A", at a cost not to exceed \$5,550.38, including sales tax, to be paid from the Current Expense Courthouse Budget, Number 001-000-200.

APPROVED this 8th day of May 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
Campbell & Company

cc: Maintenance Department

PUBLIC WORKS CONTRACT**FRANKLIN COUNTY/ CAMPBELL & COMPANY**

THIS CONTRACT is made and entered into in duplicate originals by and between **FRANKLIN COUNTY**, a municipal corporation, with its principal offices at 1016 North Fourth, Pasco, Washington, 99301, hereinafter "**COUNTY**" and **CAMPBELL & COMPANY**, with its principal offices at 2828 W. Irving, Pasco, WA 99301, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall terminate June 1, 2007.

2. **SERVICES AND GOODS PROVIDED BY THE CONTRACTOR**

The CONTRACTOR shall provide the following goods and services:

Maintenance of the Courthouse Heating and Air Conditioning system, consisting of 4 visits per year, with pleated filters changed on each visit. One heating check, one cooling check, and controls calibration/testing.

a. A detailed description of the goods and services to be performed by the CONTRACTOR is set forth in Exhibit "A" and "A-1" which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

f. The CONTRACTOR shall pay prevailing rate of wage as required by RCW 39.12, and shall employ resident employees on this public work as required by RCW 39.16. These requirements are further described in Exhibit "C" which is attached.

RESOLUTION NUMBER _____

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services, documents, or other information identified in Exhibit "A."

4. **CONTRACT REPRESENTATIVES**

- a. For CONTRACTOR: Campbell & Company

Name of Representative: Scott Hagensicker

Title: Project Manager

Mailing Address: 2828 W. Irving

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

Telephone Number: (509) 545-9848

Fax Number: (509) 545-1692

E-Mail Address: scotth@calcampbell.com

- b. For COUNTY:

Name of Representative: Fred H. Bowen

Title: County Administrator

Mailing Address: 1016 N. Fourth Avenue

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

Telephone Number: (509) 545-3578

Fax Number: (509) 545-3573

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

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit "B," which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$5,550.38, including tax.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments.

c. The CONTRACTOR may, in accordance with Exhibit "A," submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of billing.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors, or omissions in the performance of this CONTRACT. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees or agents.

b. In any and all claims against the COUNTY, officers, officials, employees, and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or subcontractor under Worker's Compensation acts. Disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws. By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract this CONSULTANT makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'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 CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

a. **Professional Legal Liability:**

The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than One Million Dollars (\$1,000,000.00) per loss.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

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

The CONTRACTOR 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 Fifty Thousand Dollars (\$50,000.00), then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00).

c. Industrial Insurance Premiums and Confession of Judgment:

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.

2. In the event that Franklin County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Franklin County to take judgment against it and the contract hereby confesses judgment, in the amount which Franklin County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.

3. The contractor agrees that the amount confessed herein was expressly negotiated and that the amount due to Franklin County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.

4. Until such time as Franklin County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect, or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Franklin County solicits bids.

d. Commercial General Liability:

If the CONTRACTOR has contact with the public arising out of the scope of the CONTRACTOR'S services defined in this Contract, the CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than Two Million Dollars (\$2,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than Five Million Dollars (\$5,000,000.00).

The CONTRACTOR 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 CONTRACTOR 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.

e. **Automobile Liability:**

The CONTRACTOR shall maintain automobile liability insurance as follows:

___ The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

-OR-

X The CONTRACTOR shall maintain Automobile Liability Insurance or equivalent form with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least Three Hundred Thousand Dollars (\$300,000.00). If a personal lines Automobile Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONTRACTOR will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles.

-OR-

___ Not Applicable.

f. **Other Insurance Provisions:**

i. The CONTRACTOR'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.

ii. Where such coverage is required, the CONTRACTOR'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.

iii. Where such coverage is required, the CONTRACTOR'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.

iv. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.

v. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

vii. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limits of indemnification.

viii. The CONTRACTOR 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 CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after project completion.

g. Verification of Coverage and Acceptability of Insurers:

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Franklin County that the CONTRACTOR is currently paying Workers Compensation.

iv. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

ATTN: Fred H. Bowen, County Administrator
Franklin County Courthouse
1016 North Fourth Avenue
Pasco, Washington 99301

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

9. **TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this

Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

11. 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.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Franklin County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal, or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, natural origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/3/98).

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "Works for hire" as defined by the U. S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for the purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

An electronic copy of all word processing documents shall be submitted to the COUNTY, upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Difference between the CONTRACTOR 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 CONTRACTOR 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.

18. CHOICE OF LAW, JURISDICTION, AND VENUE

a. 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.

b. 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.

19. SEVERABILITY

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.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, 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.

20. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. 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.

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

This Contract shall take effect this 8 day of May 2006.

CONTRACTOR:

Firm: Campbell & Company

By: ~~Scott Hagensicker~~ Michael Campbell

Signature: 

Title: ~~Project Manager~~ President


BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

ATTEST BY:


Clerk of the Board

Approved As To Form:

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

By: N/A
Ryan E. Verhulp,
Chief Civil Deputy Prosecuting Attorney

RESOLUTION NUMBER _____

EXHIBIT "A"

PUBLIC WORKS CONTRACT

FRANKLIN COUNTY/ CAMPBELL & COMPANY

SERVICES PROVIDED BY THE PARTIES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract, (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

Maintenance of the Courthouse Heating and Air Conditioning system, consisting of 4 visits per year, with pleated filters changed on each visit. One heating check, one cooling check, and controls calibration/testing.

GENERAL PROVISIONS

1. All materials, labor, engineering, supervision, subcontractors, and permits for complete operating systems are to be provided by the Contractor.
2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY), are set forth as follows (if applicable):

None

M. Campbell & Company, Inc.
2828 W. Irving Street
Pasco, WA 99301
Phone: (509) 545-9848
Fax: (509) 545-1692

EXHIBIT 9
**Campbell
& Company**

May 8, 2006
Tri-Cities: (509) 545-9848
Prosser: (509) 786-6848
Sunnyside: (509) 839-8828
Yakima: (509) 452-9848
LIC # MCAMPCI963RA

EXHIBIT "A-1"

RECEIVED
COUNTY ADMINISTRATOR

MAR 10 2006

Date: March 8th, 2006
To: Fred Bowen/John Gessel
Franklin County
From: Scott Hagensicker
Campbell and Company Inc.
Re: **Courthouse first annual HVAC maintenance estimate**

Fred/John,

Following is the estimate you requested regarding courthouse maintenance. This price includes 4 visits per year, with pleated filters changed on each visit. One heating check, one cooling check, and controls calibration/testing included.

Cleaning of coils and lubrication as required of equipment included. Price includes replacement of belts on all equipment once a year as well. Following is the equipment list provided by to me. Warranty materials and repairs provided by the installation contractor (Apollo Sheetmetal).

HVAC Equipment List

- 1 Carrier 39MN VAV air handling unit with electric heat & chilled water cooling
- 1 7.5 HP ABB ACX-550 Variable Frequency Drive AHU-2N supply fan
- 1 5 HP ABB ACX-550 Variable Frequency Drive AHU-2N return fan
- 30 Nailor Fan Powered VAV boxes with hot water reheat
- 1 Carrier 39MN constant volume air handling units with electric heat & chilled water cooling
- 26 IEC Fan Coils with electric heat and chilled water cooling
- 1 gas fired Modine make up air unit with chilled water cooling
- 1 Carrier 48AYM packaged rooftop unit with gas heating and DX cooling
- 1 Carrier 30RAN Aqua Snap air cooled chiller
- 4 Carrier ductless split system cooling units
- 4 Centri Master Exhaust Fans
- 4 Marley forced fan electric wall heaters
- 1 Alerton BACtalk control system including operator workstation
- 1 Carrier One BACnet interface controller

Price: \$5,125.00
8.3% tax: 425.38
Total: \$5,550.38

Call me if you have any questions.

Thank you,

Scott Hagensicker

RESIDENTIAL HEATING & COOLING • COMMERCIAL HVAC • FIREPLACES • ELECTRICAL SERVICES 



www.callCampbell

Micron
HEATING & COOLING

EXHIBIT "B"

PUBLIC WORKS CONTRACT

FRANKLIN COUNTY/ CAMPBELL & COMPANY

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

\$5,550.38, including tax

EXHIBIT "C"

PUBLIC WORKS CONTRACT

FRANKLIN COUNTY/ CAMPBELL & COMPANY

REQUIRED CONTRACT PROVISIONS – STATE DEPARTMENT OF LABOR AND INDUSTRIESChapter 29.12 RCW
PREVAILING WAGES ON PUBLIC WORKSRCW 39.12.010 Definitions

(1) The "prevailing rate of wage," for the intents and purposes of this chapter, shall be the rate of hourly wage, usual benefits, and overtime paid in the locality, as hereinafter defined, to the majority of workmen, laborers, or mechanics, in the same trade or occupation. In the event that there is not a majority in the same trade or occupation paid at the same rate, then the average rate of hourly wage and overtime paid to such laborers, workmen or mechanics in the same trade or occupation shall be the prevailing rate. If the wage paid by the contractor or subcontractor to laborers, workmen or mechanics on any public work is based on some period of time other than an hour, the hourly wage for the purposes of this chapter shall be mathematically determined by the number of hours worked in such period of time.

(2) The "locality" for the purposes of this chapter shall be the largest city in the county wherein the physical work is being performed.

- (3) The "usual benefits" for the purposes of this chapter shall include the amount of:
- (a) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
 - (b) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen, laborers, and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen, laborers, and mechanics affected, for medical hospital care, pensions on retirement or death, compensation for injuries of illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any such benefits (1965 ex.s. c 133 sec. 1; 1945 c 63 sec; Rem. Supp. 1945 sec. 10322-22.)

RCW 39.12.015 Industrial Statistician to make determinations of prevailing rate.

All determinations of the prevailing rate of wage shall be made by the Industrial Statistician of the Department of Labor and Industries. (1965 ex.s. c 133 sec. 2.)

RCW 39.12.020 Prevailing rate to be paid on public works and under public building service maintenance contracts – Posting of statement of intent.

The hourly wages to be paid to laborers, workmen or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed. For a contract in excess of ten thousand dollars, a contractor required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site: Provided, that on road construction, sewer line, pipeline, transmission line, street, or alley improvement projects for which no field office is needed or established, a contractor may post the prevailing rate of wage statement at the contractor's local office, gravel crushing, concrete, or asphalt batch plant as long as the contractor provides a copy of the wages statement to any employee on request:

- (1) A copy of statement of intent to pay prevailing wages approved by the Industrial Statistician of the Department of Labor and Industries under RCW 39.12.040; and
- (2) The address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

This chapter shall not apply to workmen or other persons regularly employed on monthly or per diem salary by the state, or any county, municipality, or political subdivision created by its law. (1982 c 130 sec. 1; 1981 c 46 sec. 1; 1967 ex. S. c 14 sec. 1; 1945 c 63 sec. 1; Rem. Supp. 1945 sec. 10322-20.)

Prevailing wages determined by United States Department of Labor under resident employee law; RCW 39.16.005.

RCW 39.12.021 Prevailing rate to be paid on public works.

Apprentice workmen. Apprentice workmen employed upon public works projects for who an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to chapter 49.04 RCW, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council shall be considered to be fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeyman. (1963 c 93 sec. 1)

RCW 39.12.022 Vocationally handicapped – Exemption from RCW 39.12020 – Procedure.

The director of the Department of Labor and Industries, to the extent necessary in order to prevent curtailment of opportunities for employment, shall by regulations provide for the employment of individuals whose earning capacity is impaired by physical or mental deficiency or injury, under special certificates issued by the director, at such wages lower than the prevailing rate applicable under RCW 39.12.020 and for such period as shall be fixed in such certificates. (1972 ex.s. c 91 sec. 1.)

RCW 39.12.030 Contract specifications must state minimum hourly rate – Stipulation for payment.

The specifications for every contract for the construction, reconstruction, maintenance or repair of any public work to which the state or any county, municipality, or political subdivision created by its laws is a party, shall contain a provision stating the hourly minimum rate of wage, not less than the prevailing rate of wage, which may be paid laborers, workmen or mechanics in each trade or occupation required for such public work employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and the contract shall contain a stipulation that such laborers, workmen or mechanics shall be paid not less than such specified hourly minimum rate of wage. (1945 c 63 sec. 2; Rem. Supp. 1945 sec. 10322-21.)

RCW 39.12.040 Statement of intention to pay prevailing wages, affidavit or wages paid – Duty of public agencies to require – Approval – Prerequisite to payment.

Before payment is made by or on behalf of the state, or any county, municipality, or political subdivision created by its laws, or any sums or sums due on account of a public works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the contractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." For a contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages shall include:

- (1) The contractor's registration certificate number; and
- (2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefilled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a public projects, it shall be the duty of the officer charged with the disbursement of public funds to require the contractor and each and every subcontractor from the from contractor or a subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to

the contractor. Each affidavit of wages paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer. (1982 c 103 sec. 2; 1981 c 46 sec. 2; 1975-'76 end ex.s. c 49 sec. 1; 1965 ex.s. c 133 sec. 3; 1945 c 63 sec. 4; Rem. Supp. 1945 sec. 10322-23.)

RCW 39.12.042 Compliance with RCW 39.12.040 – Liability of public agencies to workmen, laborers or mechanics.

If any agency of the state, or any county, municipality, or political subdivision created by its law shall willfully fail to comply with the provisions of RCW 39.12.040 as now or hereafter amended, such agency of the state, or county, municipality, or political subdivision created by its laws, shall be liable to all workmen, laborers, or mechanics to the full extent and for the full amount of wages due, pursuant to the prevailing wage requirements of RCW 39.12.020. (1975-'76 2nd ex.s. c 49 sec. 2.)

RCW 39.12.050 Penalty for false certificate – Unpaid wages lien against contractor's bond – Prohibitions on bidding on future contracts – Hearing.

(1) Any contractor or subcontractor who shall upon oath verify any statement required to be filed under this chapter which is known by said person to be false, or is made without knowledge and in reckless disregard of the truth, shall after a finding to that effect in a hearing held by the director of the Department of Labor and Industries, subject to the provisions of chapter 34.04 RCW, be subject to a civil penalty not to exceed five thousand dollars, and shall not be permitted to bid on any contract covered by the provisions of this chapter until such fine has been paid in full to the director and until all wages due pursuant to the prevailing wage requirements of RCW 39.12.020 have been paid.

To the extent that a contractor or subcontractor has not paid wages at the rate due pursuant to RCW 39.12.020, and a finding to that effect has been made as provided by this subsection, such unpaid wages shall constitute a lien of the first priority against such contractor's or subcontractor's bond according to provisions of RCW 18.27.040.

(2) If a contractor or subcontractor is found to have violated the provisions of subsection (1) of this section for a second or subsequent time within a five year period, said contractor or subcontractor shall be subject to the sanctions prescribed in subsection (1) of this section and shall, at the discretion of the director of the Department of Labor and Industries, be prohibited from bidding on any contract covered by the provisions of this chapter for a period of one year from the date of notice by the director of his findings that said contractor or subcontractor has violated the provisions of subsection(1) of this section has been paid to the director and until all wages due pursuant to the prevailing wage requirement of RCW 39.12.020 have been paid.

The director shall issue his findings that a contractor or subcontractor has violated the provisions of this subsection after a hearing held subject to the provisions of chapter 34.04 RCW. (1977 ex.s. c 71 sec. 1; 1973 c 120 sec. 1; 1945 c 63 sec. 5; Rem. Supp. 1945 sec. 10322-24.)

RCW 39.12.060 Director of Labor and Industries to arbitrate disputes.

Such contract shall contain a further provision that in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state and his decision therein shall be final and conclusive and binding on all parties involved in the dispute. (1965 ex.s. c. 133 sec. 4; 1945 c 63 sec. 6, Rem. Supp. 1945 sec. 10322-25).

RCW 39.12.070 Fees authorized for approvals, certificates, and arbitrations.

The Department of Labor and Industries may charge fees to awarding agencies on public works for the approval of statements of intent to pay prevailing wages and the certificate of affidavits of wages paid. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The amount of the fee shall be established by rules adopted by the department under the procedures in the administrative procedure act, chapter 34.04 RCW. The fees shall apply to all approvals, certifications and arbitration requests made after the effective date of the rules. All fees shall be deposited in the general fund. The department may refuse to arbitrate for contractors, subcontractors, persons, or organizations which have not paid the proper fees. The department may, if necessary, request the attorney general to take legal action to collect delinquent fees.

The department shall set the fees permitted by this section at a level that generates revenue that is as near as practicable to the amount of the appropriation to carry out the activities specified in this section. (1982 1st ex.s. c 38 sec. 1.)

RCW 39.12.900 Severability – 1945 c 63.

If any section or provision of this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional. (1945 c 63 sec. 7.)

Chapter 39.16 RCW
RESIDENT EMPLOYEES ON PUBLIC WORKS

RCW 39.16.005 Employment of resident employees – Percentage specified – Wages.

In all contracts let by the state, or any department thereof, or any county, city, town, municipality, or other political subdivision for the erection, construction, alteration, demolition, or repair of any building, structure, bridge, highway, or any other kind of public work or improvement, the contractor or subcontractor shall employ ninety-five percent or more bona fide Washington residents as employees where more than forty persons are employed, and ninety percent or more bona fide Washington residents as employees where forty or less persons are employed: Provided, that such limitations shall not apply to that portion of any contract in which a manufacturer's warranty on equipment is contingent upon the manufacturer's use of his own factory trained personnel for install trained personnel for installation or repair which places such equipment under warranty. The

contractor shall pay the standard prevailing wages for the specific type of construction as determined by the United States Department of Labor in the city or county where the work is being performed. The term "resident," as used in this chapter shall mean any person who has been a bona fide resident of the State of Washington for a period of ninety days prior to such employment; Provided, that in contracts involving the expenditure of federal aid funds, this chapter shall not be enforced in such a manner to conflict with or be contrary to the federal statutes, rules, and regulations prescribing a labor preference to honorably discharged soldiers, sailors, and marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States: Provided further, that this section shall not apply to any employees who are residents of any state bordering on the state of Washington to be employed in the performance of all contracts let by the bordering state, or any department thereof, or any county, city, town, municipality, or other political subdivision for the erection, construction, alteration, demolition, or repair of any public building, structure, bridge, highway, or any other kind of public work or improvement. (1977 ex.s. c 187 sec. 1; 1973 1st ex.s. c 29 sec. 1; 1972 ex.s. c 28 sec 1).

RCW 39.16.020 Procedure when resident labor unavailable.

In the event of a sufficient number of Washington residents who are qualified by training or experience to perform such work shall not be available, the contractor or subcontractor shall immediately notify the public body with whom the contract has been executed of such facts, and shall state the number of nonresidents needed. The public body shall immediately investigate the facts and if the conditions are as stated the public body shall, by a written order, designate the number of nonresidents and the period for which they may be employed; provided that should residents who are qualified by training or experience perform such work become available within the period, such qualified residents shall be employed within a reasonable time and the period shortened consistent with the supply of qualified resident labor. (1977 ex.s. c 187 sec. 2; 1943 c 246 sec. 2; Rem. Supp. 1943 sec. 10322-10b).

RCW 39.16.030 Provisions to be written into contract – Civil Penalty.

The provisions of this chapter shall be written into every such public contract, including the following penalty. Any contractor or subcontractor who shall employ a nonresident in excess of the percentage preferences, excepting as herein permitted, shall have deducted, for every violation, from the amount due him, the prevailing wages which should have been paid to a displaced resident. The money so deducted shall be retained by the public body for whom the contract is being performed. (1943 c 246 sec. 3; Rem. Supp. 1943 10322-10d).

WAC 296-127-022 Overtime according to Chapter 49.28 RCW.

- (1) Work performed on public works contracts with bid due dates of June 9, 1988, and thereafter, will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when:
 - (a) The Industrial Statistician has determined that the prevailing wage rates are those which are stipulated in collective bargaining agreement that permits a 4 – 10 work week

without the payment of overtime rates for the first two hours worked in excess of eight hours per day and

- (i) The workers are covered under a collective bargaining agreement, or
- (ii) The workers are not members of a collective bargaining organization which is signatory to the collective bargaining agreement, but they have signed an agreement to work under the specified conditions.

- (b) The Industrial Statistician has determined that the prevailing rate of wage does not require the payment of overtime for the first two hours in excess of eight hours per day and the workers have signed an agreement to work under that condition.

- (2) For the purpose of this rule an agreement must:

- (a) Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing or
- (b) Be obtained in writing and
- (c) Obtained separately for each public works project and
- (d) Obtained from each employee before he or she starts work on a public works project and
- (e) Obtained voluntarily

- (3) It is prohibited to work more than ten hours in any calendar day on a public works project except in cases of extraordinary emergency, such as danger to life or property.

**PROFESSIONAL SERVICES CONTRACT
REQUIRED INSURANCE PROVISIONS MATRIX**

TYPE OF COVERAGE	WHEN REQUIRED	OCCURRENCE LIMIT	AGGREGATE LIMIT
Professional Legal Liability	If contractor falls within the class of professionals designated on page 2 of Exhibit C.	See page 2 of Exhibit C for the appropriate limit.	Not Applicable
Workers' Compensation	Statutory	N. A.	N. A.
Commercial General Liability	If there is contact with the public.	<p>1. If less than \$25,000.00, the limit is \$500,000.00.</p> <p>2. If between \$25,000.00 and \$1,000,000.00, the limit is \$1,000,000.00.</p> <p>3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$2,000,000.00.</p> <p>4. If greater than \$5,000,000.00 the limit is set by Risk Management Division.</p>	<p>1. If less than \$25,000.00, the limit is \$1,000,000.00.</p> <p>2. If between \$25,000.00 and \$1,000,000.00 the limit is \$2,000,000.00.</p> <p>3. If between \$1,000,000.00 and \$5,000,000.00, the limit is \$5,000,000.00.</p> <p>4. If greater than \$5,000,000.00, the limit is set by Risk Mgt. Division.</p>
Automobile Liability	If driving is involved and contract is less than \$25,000.00.	\$100,000.00 each accident combined bodily injury and property damage.	\$300,000.00
Business Automobile Liability	If driving is involved and contract is greater than \$25,000.00.	\$1,000,000.00 each accident combined bodily injury and property damage.	Not Applicable

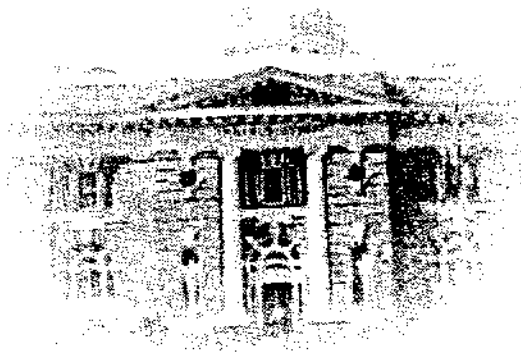
PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
PROFESSIONS:	PROFESSIONAL LIABILITY
ACCOUNTANTS	\$1,000,000
ARCHITECTS	1,000,000
ATTORNEYS	1,000,000
CONTRACTORS	1,000,000
COUNSELORS	250,000
DIETITIANS	100,000
EMBALMER	1,000,000
ENGINEERS	1,000,000
ESCROW AGENT	1,000,000
FIRE SPRINKLER SYSTEM CONTRACTORS	1,000,000
LANDSCAPE ARCHITECTS	250,000
NUTRITIONISTS	250,000
PRIVATE DETECTIVES	500,000
PROCESS SERVERS	250,000
PSYCHOLOGISTS	1,000,000
REAL ESTATE APPRAISER	1,000,000
SURVEYORS	1,000,000
VETERINARIANS	1,000,000
HEALTH CARE	MEDICAL MALPRACTICE
DENTAL HYGIENIST	1,000,000
DENTISTS	1,000,000
EMERGENCY MEDICAL TECHNICIAN	1,000,000
NURSES	1,000,000
OSTEOPATHS	2,000,000
PHARMACISTS	1,000,000
PHYSICAL THERAPIST	1,000,000
PHYSICIANS	2,000,000
SANITARIANS	1,000,000
SEX OFFENDER TREATMENT PROVIDERS	1,000,000
TRADES	ERRORS AND OMISSIONS
AUCTIONEERS	100,000
PLUMBERS	500,000
SECURITY GUARDS	100,000
WATER WELL CONTRACTOR/OPERATOR	

May 8, 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

May 8, 2006

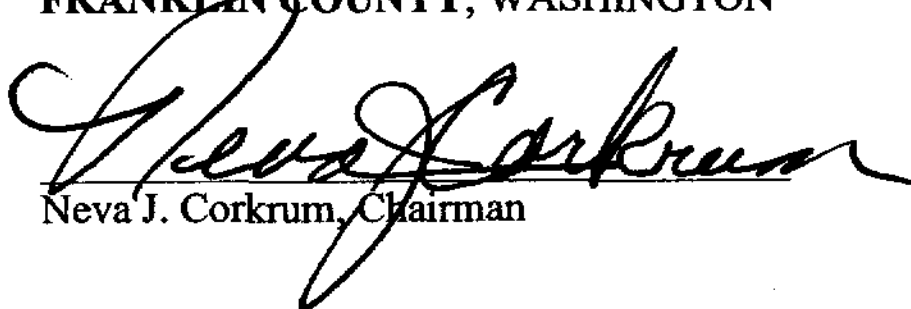
Kathy Valdez, Owner
Franklin County Graphic
P.O. Box 160
Connell, WA 99326

Dear Mrs. Valdez:

Thank you for submitting a bid for the publishing of Franklin County's legal advertisements at a rate of \$8.50 per column inch (July 2006 through June 2007). The Board of Commissioners has awarded this bid to the Franklin County Graphic.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Neva J. Corkrum, Chairman

FRANKLIN COUNTY
RESOLUTION NO. ~~2006-239~~

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

RE: CONTRACT BETWEEN FRANKLIN COUNTY PUBLIC WORKS AND WESSLEN CONSTRUCTION, INC., CRP 582 / DILLING LANE BRIDGE #216-0.56,


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

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

NOW, THEREFORE, BE IT RESOLVED that the attached contract between Franklin County Public Works and Wesslen Construction, Inc. is hereby approved by the Board.

APPROVED this 8th day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:

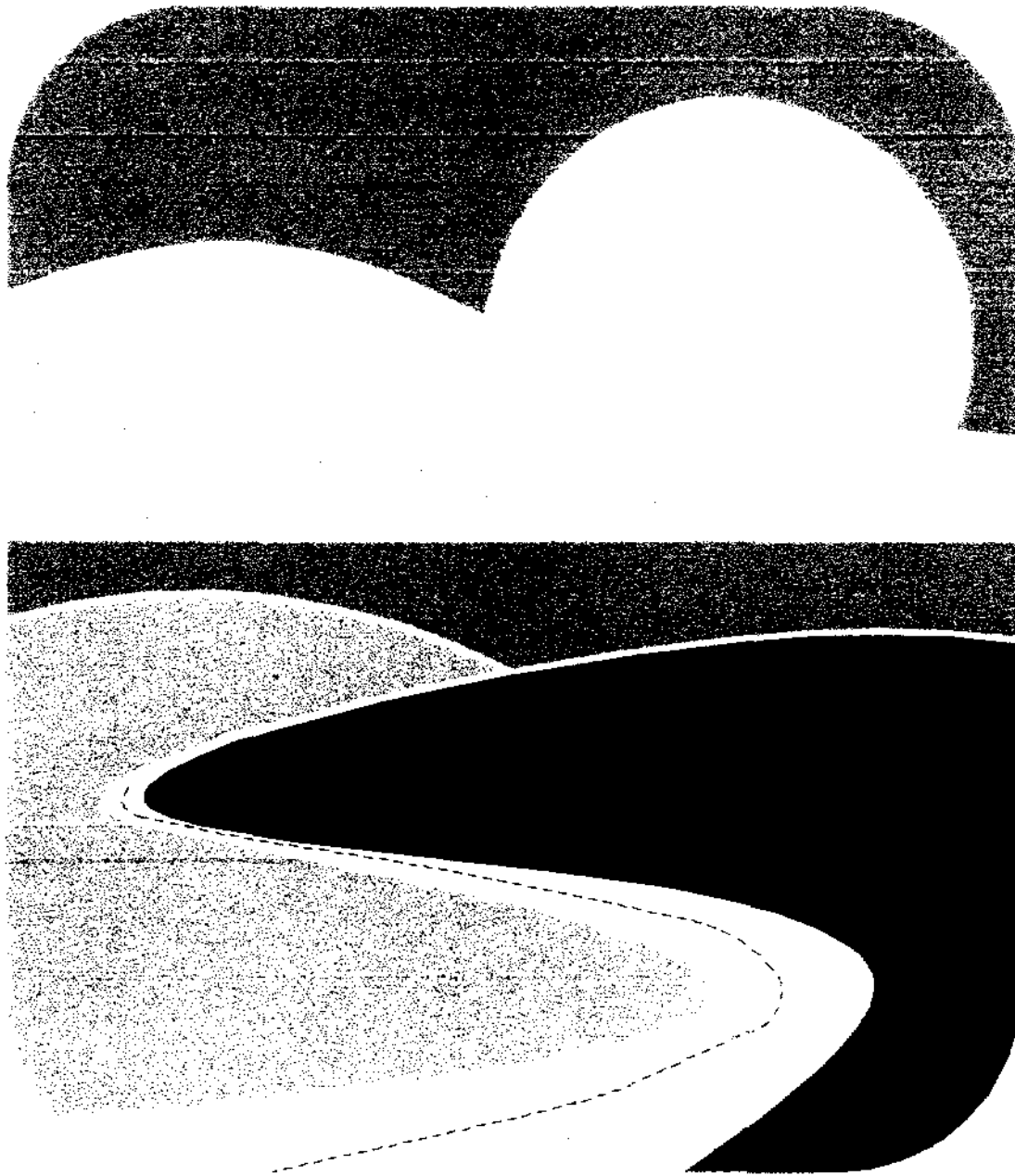

Clerk of the Board

COMMISSIONERS

**FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT**

3416 STEARMAN AVE. • PASCO, WA 99301-7104

**CRP 582 / DILLING LANE BRIDGE #216-0.56
BROS-2011(024)**



CONTRACT PROVISIONS & PLANS

NOTICE TO ALL PLAN HOLDERS

This project will be shown to prospective bidders upon request. Contact the Franklin County Public Works Department at Tel.: (509) 545-3514, FAX: (509)545-2133, to make arrangements. *****Provisions & Plan Fee \$15.00*****

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 17th day of April, 2006, between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and Wesslen Construction, Inc., hereinafter called the Contractor.

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

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for CRP 582 / Dilling Lane Bridge #216-0.56, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

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

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

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

Executed by the Contractor:

Wesslen Construction, Inc.

Date

4-26-06

Contractor *[Signature]*
Jerry Wesslen, President

Foregoing contract reviewed and approved:

April 20, 2006

Date

Travelers Casualty and Surety Company of America

[Signature]
Surety Lois Stewart, Attorney-in-Fact

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

[Signature]
Neva J. Corkrum, Chair

[Signature]
Robert E. Koch, Chair Pro Tem

[Signature]
Frank H. Brock, Member

ATTEST:

[Signature]
Clerk of the Board

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that Wesslen Construction, Inc., of Spokane, WA as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are jointly and severally held and bound unto the County of Franklin in the penal sum of Two Hundred Sixty Four Thousand Eight Hundred Sixty Four and 54/100 Dollars (\$264,864.54), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the 17th day of April A.D. 20 06, the said Wesslen Construction, Inc. Principal, herein, executed a certain contract with the County of Franklin by the items, conditions, and provisions of which contract the said Wesslen Construction, Inc. Principal, herein, agree to furnish all material and do certain work, to wit: Wesslen Construction, Inc. will undertake and complete the construction of CRP 582 / Dilling Lane Bridge #216-0.56 according to the maps, plans, and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by Wesslen Construction, Inc. undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hand this 20th day of April, 2006

Wesslen Construction, Inc.

Jerry Wesslen, President
PRINCIPAL

Travelers Casualty and Surety Company of
America

Lois Stewart

Lois Stewart, Attorney-in-Fact
ATTORNEY IN FACT, SURETY

Acordia
601 W. Main, Suite 1400, Spokane, Wa.
99201

NAME AND ADDRESS LOCAL OFFICE OF AGENT

APPROVED:

FRANKLIN COUNTY

BY:

Debra Carburn
Chair, Board of Commissioners

DATE: May 8, 2006

SURETY BOND NUMBER

104719877

CONTRACT NUMBER

CRP 582

FRANKLIN COUNTY RESOLUTION NO. ~~2006-240~~**BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON**

**RE: LOCAL AGENCY AGREEMENT LA 5954, SUPPLEMENT NUMBER 1 BETWEEN
FRANKLIN COUNTY AND WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION (WSDOT) FOR CRP 586 – WERNETT ROAD PHASE II.**

AND

RESCINDING FRANKLIN COUNTY RESOLUTION 2006-197

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

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

NOW, THEREFORE, BE IT RESOLVED that Resolution 2006-197 is hereby rescinded.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the attached Local Agency Agreement, Supplement 1, for CRP 586 between Franklin County and Washington State Department of Transportation is hereby approved by the Board.

APPROVED this 8th day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk of the Board



Washington State
Department of Transportation

Local Agency Agreement Supplement

Agency Franklin County Public Works		Supplement Number 1
Federal Aid Project Number STPUS-3572(007)	Agreement Number LA 5954	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on Aug. 2, 2005.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name Wernett Road Phase II Length 0.13

Termini Milepost 1.64 to Milepost 1.77

Description of Work ☒ No Change

Reason for Supplement

To increase funds for higher than expected Preliminary Engineering costs, and requesting Right of Way funding for projected costs.

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 % Federal Aid Participation Ratio for PE	a. Agency	13,000.00	10,000.00	23,000.00	3,105.00	19,895.00
	b. Other					
	c. Other					
	d. State	2,000.00		2,000.00	270.00	1,730.00
	e. Total PE Cost Estimate (a+b+c+d)	15,000.00	10,000.00	25,000.00	3,375.00	21,625.00
Right of Way 86.5 % Federal Aid Participation Ratio for RW	f. Agency		28,290.00	28,290.00	3,819.00	24,471.00
	g. Other					
	h. Other					
	i. State		2,000.00	2,000.00	270.00	1,730.00
	j. Total RW Cost Estimate (f+g+h+i)		30,290.00	30,290.00	4,089.00	26,201.00
Construction % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)		15,000.00	40,290.00	55,290.00	7,464.00	47,826.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

[Signature]

Title Chair, Franklin county Board of Commissioners

May 8, 2006

Washington State Department of Transportation

By

[Signature]

Assistant Secretary for Highways and Local Programs

Date Executed

MAY 31 2006

FRANKLIN COUNTY

RESOLUTION NO. ~~2006-241~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Franklin County, Washington. In the matter in initiating a county road project designated as **CRP No. 593 / Road 100 (Broadmoor Blvd) / Dent Road Extension.**

IT IS HEREBY RESOLVED that Road 100 (Broadmoor Blvd.) to be extended from the end of the existing road to Dent Road.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070).

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the County Engineer's estimate is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	\$351,400
Right of Way Acquisition	\$336,800
TOTAL	\$688,200
Construction	\$5,270,300
TOTAL	<u>\$5,958,500</u>

The project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

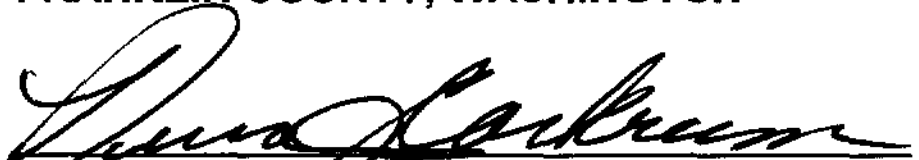
2006 241

NOW, THEREFORE, BE IT FURTHER RESOLVED that:

The construction is to be accomplished by contract in accordance with RCW 36.77.020et. seq.

ADOPTED this 8th day of May, 2006

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


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 2006 242

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

RE: PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL BETWEEN
FRANKLIN COUNTY AND COUNTY ROAD ADMINISTRATION BOARD FOR
CRP 593/ROAD 100(BROADMOOR BLVD)/DENT ROAD EXTENSION

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


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

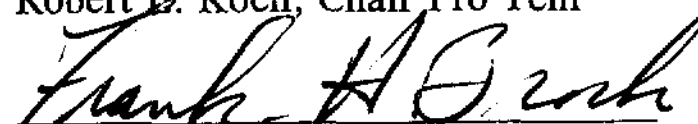
NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Franklin County and County Road Administration Board is hereby approved by the Board.

APPROVED this 8 day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva L. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Attest:


Clerk of the Board

STATE OF WASHINGTON
COUNTY ROAD ADMINISTRATION BOARD

RURAL ARTERIAL PROGRAM

2006 242

PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County: FRANKLIN

Project Number: 1106-01

Road No. And Sequencer: 1005001

Name of Road: DENT ROAD

M.P. 00.00 To 03.60

Approval Date: 04-27-06

TOTAL AMOUNT OF AUTHORIZED RATA FUNDS: \$ 492,457

RH

IN CONSIDERATION of the allocation by the County Road Administration Board (CRABoard) of rural arterial trust account (RATA) funds to the project in the amount set out above, the county hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (RCW 36.79); the applicable rules and regulations of the CRABoard (WAC 136-100 et seq.) and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached. The officer of the county, by his/her signature below, hereby certifies on behalf of the county that matching funds and other funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus, and acknowledges that funds hereby authorized are for the development of the construction proposal as defined by RCW 36.79.

The county hereby agrees and certifies that:

- (1) It is in compliance with the provisions of WAC ch. 136-150 regarding eligibility for RATA funds. If the county is found not to be in compliance with the provisions of Chapter 150, such non-compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of that County.
- (2) If the project is reconstruction in scope, the county will gain approval from WSDOT (RCW 43.32) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (3) If the project is 3R (resurfacing restoration and rehabilitation) in scope, the county will document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (4) The project will be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (5) It will notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (6) It will reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.

If the costs of the project exceed the amount of RATA funds authorized by the CRABoard, set forth above, and the required matching funds and other funds represented by the local agency to be committed to the project, the local agency will pay all additional costs necessary to complete the project as submitted to the CRABoard.

IN CONSIDERATION of the promises and performance of the stated conditions by the county, the CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified. The CRABoard will reimburse counties on the basis of monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, and subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard, 04-27-06

This agreement supercedes all prior agreements issued using the project and work order numbers listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

COUNTY ROAD ADMINISTRATION BOARD:

By: *[Signature]*

Date: 5-12-06

FRANKLIN COUNTY:

By: *[Signature]*

Date: May 8, 2006

2006 243**FRANKLIN COUNTY RESOLUTION NUMBER _____****BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN
COUNTY, WASHINGTON****RE: RESCIND FRANKLIN COUNTY RESOLUTION 2001-150, THUS,
ELIMINATING SECTION XI OF THE FRANKLIN COUNTY TRAVEL
POLICY****WHEREAS**, the Franklin County Board of Commissioners adopted the Franklin County Travel Policy by Resolution Number 92-64 on March 18, 1992; and**WHEREAS**, pursuant to Section IX – amendments, the Board of County Commissioners may add to, delete, modify or amend said policy; and**WHEREAS**, Resolution 94-161 added Section XI, indicating County employees who are assigned county vehicles but choose to use his or her personal vehicle to travel to and from pre-approved conferences, meetings or classes shall be reimbursed at the rate of \$.10 per mile; and**WHEREAS**, Resolution 2001-150 rescinded Resolution 94-161, and increased the reimbursement rate to \$.15 per mile; and**WHEREAS**, the Board of County Commissioners constitutes the legislative authority of Franklin County and desires to rescind Resolution 2001-150 to reflect the reimbursement rate at the current rate in effect, as established by the Office of Financial Management;**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby rescinds Resolution 2001-150, thus, eliminating Section XI of the Franklin County Travel Policy.**APPROVED** this 8th day of May 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 BoardOriginals: Auditor
Minutes
Travel Policycc: Accounting Department
Elected Officials/Department Heads
Human Resources

FRANKLIN COUNTY RESOLUTION NO. 2006 244**BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON****RE: AMENDMENT TO PHASE I ENHANCED 911 SERVICE AGREEMENT
BETWEEN FRANKLIN COUNTY AND T-MOBILE - AMENDING FRANKLIN
COUNTY RESOLUTION 2003-368**

WHEREAS, Franklin County Resolution 2003-368 was approved on July 16, 2003 for the Phase I Enhanced 911 Service Agreement between Franklin County and T-Mobile, for implementation and provision of wireless Enhanced 911 service; and

WHEREAS, the Dispatch Supervisor/Lieutenant/E911 Coordinator received an amendment to the Phase I Enhanced 911 Service Agreement from T-Mobile, as the parties desire to implement Phase II for E911 service; 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 amendment to Phase I Enhanced 911 Service Agreement between Franklin County and T-Mobile, and authorizes the Chairman to sign said amendment on behalf of the Board, thus, amending Franklin County Resolution 2003-368.

APPROVED this 8th day of May 2006.

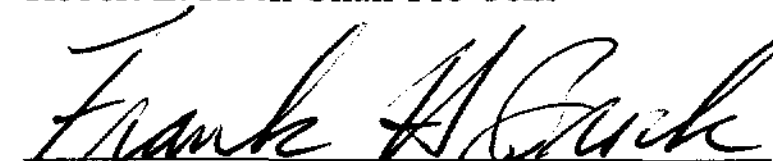
**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Neva J. Corkrum, Chair


Robert E. Koch Chair Pro Tem

Attest:


Clerk to the Board


Frank H. Brock, Member

Originals: Auditor
Minutes
T-Mobile

cc: Dispatch
Prosecutor

AMENDMENT TO
PHASE I ENHANCED 911 SERVICE AGREEMENT
BETWEEN FRANKLIN COUNTY (WA)
AND T-MOBILE

2006 244

The Phase I Enhanced 911 ("E911") Service Agreement entered into by and between Franklin County (WA) and T-Mobile USA, Inc. ("T-Mobile" or "Provider"), on July 29, 2003 is hereby amended as follows:

WHEREAS, County has requested Phase II E911 Service in writing from Provider for each PSAP in the County, in accordance with the terms and conditions set forth herein; and

WHEREAS, the Parties wish to implement Phase II E911 Service according to the terms and conditions described herein and in accordance with the FCC Order;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to the following:

1.0 DEFINITIONS.

Paragraph 1.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

- 1.5 Phase I Automatic Location Identification ("ALI"). The Mobile Directory Number information of Wireless End Users and the Cell Site/Cell Sector information.
- 1.21 Phase I E911 Service. A service that facilitates the selective routing of 9-1-1 Calls and the display of Phase I ALI at the PSAPs.
- 1.27 Phase II Automatic Location Identification ("ALI"). The estimated latitude and longitude of the Wireless End User, in addition to Phase I ALI as defined in Definition 1.5 herein.
- 1.28 Phase II E911 Service.
A service that provides both Phase I E911 Service and Phase II ALI to the PSAPs when a Wireless End User has made a 9-1-1 call.
- 1.29 Phase II Implementation Plan. A plan outlining the CMRS Provider's plan for the implementation of Phase II E911 Service in the County. The plan shall include, but is not limited to: Phase II E911 Service activation date; network flowchart, including specification of the technology used for Phase II; and an outline of Phase II E911 Service testing procedures.
- 1.30 LEC Charges. The cost of the 911 trunks between Provider's MSC(s) and the E911 Tandem/Selective Router, and the cost of the data circuits from the Gateway Mobile Location Center (GMLC) to the ALI Database

2.0 PROVIDER RESPONSIBILITIES.

Paragraph 2.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

- 2.15 In accordance with the FCC Order and this Agreement, Provider shall continue to provide Phase I E911 Service for 9-1-1 Calls processed through its CMRS system, and shall expand the Service to include Phase II E911 Service.

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- 2.16 Provider agrees to cooperate and work in good faith with County and any necessary third parties (including, but not limited to: E911 Service Provider(s), ALI/DMS system provider, other PSAPs, and Vendors), to provide Phase II E911 Service to County.
- 2.17 Within sixty (60) days after the execution of this Amendment, Provider shall submit a Phase II Implementation Plan to County for review and approval. Upon approval, the plan shall be incorporated into this Agreement as Exhibit D.

3.0 COUNTY RESPONSIBILITIES.

Paragraph 3.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

- 3.13 County agrees to cooperate and work in good faith with Provider and, where necessary as determined by Provider, with third parties (including, but not limited to: Vendors, ALI/DMS system provider, other PSAPs, and Wireless Service Providers) for the successful implementation and provision of Phase II E911 Service.
- 3.14 County has requested from the E911 Service Provider the necessary trunking and other facilities to enable Phase II data to be transmitted to the PSAP(s) as per the prerequisite conditions established by the Federal Communications Commission in its *City of Richardson Order*, which became effective November 30, 2001. County has determined that the PSAPs are capable of receiving and utilizing the data elements associated with Phase II E911 Service, and that a mechanism for covering the PSAP costs of receiving and utilizing the Phase II E911 data elements is in place.
- 3.15 Unless another use is specifically authorized by law, County agrees to use the Phase II E911 ALI only for the purposes of responding to emergency situations.

9.0 TERM.

Paragraph 9.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year Agreement. The Agreement shall automatically renew for the next one-year term unless terminated in writing by either party within ninety (90) days of the Agreement term end date. This Agreement may also terminate earlier if terminated pursuant to other provisions of this Agreement. The Parties agree in this Amendment that the Agreement does not terminate due to the inclusion of Phase II E911 Service.

11.0 TERMINATION.

Paragraph 11.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

- 11.2 The County intends to continue the service provided under this Agreement for the entire term and to satisfy its obligations hereunder. The County shall continue to include in its budget request for each fiscal period appropriations or limitations sufficient to cover the County's obligations under this Agreement and will use all reasonable and lawful means to secure the appropriation of funds sufficient to make the payments becoming due in that fiscal period. The County reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Agreement, the County may, upon written notice to Provider, terminate this Agreement in whole or in part. Such termination shall be in addition to the County's rights to terminate for default.

2006 244

14.0 GOVERNING LAW.

Paragraph 14.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

This Agreement shall be governed according to the laws of the State of Washington and applicable Federal Law. In the event Provider in good faith believes that a law or regulation of the State of Washington, or an interpretation of said law or regulation, would cause Provider to violate any of its obligations or responsibilities as a FCC licensee, it shall notify County. If County, in good faith, disagrees, County and Provider shall jointly request a declaratory ruling from the FCC to resolve said dispute. The Parties agree to proceed on all other aspects of this Agreement while waiting for a determination by the FCC. Jurisdiction and venue shall be in a court of competent jurisdiction in the County where the Phase 1 and Phase II E911 Service is provided, subject to the provisions of RCW 36.01.050.

16.0 COST RECOVERY.

Paragraph 16.0 in the Phase I Enhanced 911 Service Agreement is hereby deleted in its entirety and replaced with the following provision:

Presently, T-Mobile does not intend to seek reimbursement of costs attributable to Phase I and Phase II Wireless E9-1-1 information incurred after March 1, 2004 from the County.

18.0 ENTIRE AGREEMENT.

Paragraph 18.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

The Phase I Enhanced 911 Service Agreement entered into on July 29, 2003 is hereby amended. All other provisions of the Phase I Enhanced 911 Service Agreement, shall remain in full force and effect. The Agreement, as hereby amended, contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein.

20.0 EXHIBITS.


Paragraph 20.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

EXHIBIT D: Phase II E911 Service Implementation Plan (To be provided as described in Paragraph 2.17 within sixty days of the execution of this Amendment.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Phase I Enhanced 911 ("E911") Service Agreement to be executed as of the last date signed below.

FRANKLIN COUNTY (WA)

T-MOBILE USA, INC.


Signature


Signature

Neva J. Corkrum
Name (Typed or Printed)

Dan Menser
Name (Typed or Printed)

Chair, Board of Franklin County Commissioners
Title


Director, Legal Affairs
Title

May 8, 2006
Date

5/2/06
Date

Approved as to Form Only:

Franklin County Deputy Prosecuting Attorney


Signature

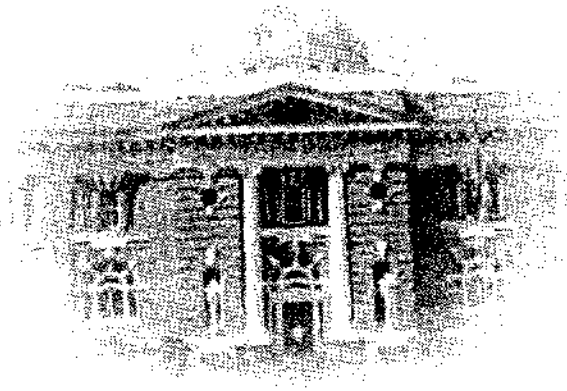
Ryan E. Verhulp
Name (Typed or Printed)

May 8, 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

May 8, 2006

Cindy L. Warwick
Jackson and Perkins Company
2500 South Pacific Hwy
Medford, OR 97501

Re: Donation of Roses

Dear Ms. Warwick:

Thank you for your swift response to our donation request. The generous donation of Jackson & Perkins Hybrid Tea Roses is sincerely appreciated. Plaques stating "Roses donated by Jackson & Perkins" will be placed in the rose beds.

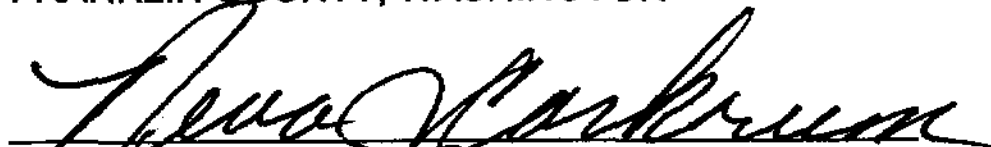
Enclosed please find a copy of an article published in the Franklin County Graphic on April 27, 2006. Unfortunately, the Graphic didn't get all the facts correct; however, we do appreciate the information being publicized throughout the County.

The public continues to ask if the new roses will be as beautiful as the previous plants. We are delighted to say yes, the roses are Jackson & Perkins roses, and they will look spectacular!

We are eagerly anticipating the beautiful flowers and will send a picture of the roses in full-bloom. Thank you again for your generosity.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

Enclosure (1)

Home Of
Charles & Lois
Akins

Franklin County Graphic

Phone 509-234-3181
Fax 509-234-3182

PSRT 81
U.S. Postal
PAID
Connell, WA
Permit No. 1

Volume 51 Number 11 Connell, WA 99326 Thursday, April 27, 2006

Connell

Mesa

Kahlotus

Eltopia

Basin City

F. County Commissioners
1016 N. 4th
Pasco, WA 99301

Shooting at Eltopia home

According to the Franklin County Sheriff's Office at approximately 9:08 p.m. on April 24, the Franklin County Sheriff's Office received several 911 calls of numerous shots being fired in the area of Eltopia West Road and Auburn Road.

One gun shot victim was transported by private vehicle to Our Lady of Lourdes Hospital and another walked to a nearby residence and requested medical aid.

Deputies arrived on scene and found the suspect, Alvaro Rodriguez, suffering from a

laceration to the head. Further investigation revealed that the victims and two other people, all believed to be from Yakima arrived at 1800 Auburn Road and became involved in an altercation with Rodriguez. Rodriguez was struck in the head where upon he ran into his house and came out with .223 assault rifle and opened fire on the five individuals. Miguel Oberhansle was shot nine times in the legs and lower abdomen, Leroy White was shot once in the head and Leon White was shot once in the foot. Oberhansle and

Leroy White were both transported to Harbor View Hospital in Seattle. Leon White was treated and released for his gun shot wound in the foot.

Evidence at the scene shows that at least 40 shots were fired by Rodriguez.

Rodriguez was treated and released for his head laceration and booked into the Franklin County Jail on felony assault charges.

Juan Carlos Aguilar was booked into the Franklin County Jail as a material witness.



FCCLA State Star Event participants are (l-r) back row Sylvia Oliva, Eriberta Salinas, Bianca Garza, Delia Garza and Yesenia Gonzalez. Front row: Anna Landa, Gabriela Alvarez and Audelia Martinez.

Connell's Downtown Development Association sets plans for second First Night Friday, May 5

The Connell Downtown Development Association is gearing up for their second First Night event in downtown Connell. The event will be taking place on Friday, May 5 and will once again encourage businesses along Columbia Avenue to stay open later. Participating businesses will remain open from 5:00 to 7:00 p.m. to provide convenience in shopping at home and many will also include specials for the event. Be sure to check the flyers posted around town for more details.

Participating businesses include the Jidder Bean, Leprekon Harvest Foods, Michael Jay's, La Guerrence Groceries, SunMart, Town and Country Lanes, Mei Ling Inn, NAPA Auto Store;

Burger Factory, Ty's Cuts, Connell Grange, Tim's Computers, Tapia's Bakery, Sunset Theatre, and Connell Pharmacy;

Connell's Antiques and Collectibles, The Old Hardware Store, The Small Mall, Mardi's Laundromat, Hazy's, Pizza Station, The Cutting Edge, Connell Recycling Center, and Fit For Life Fitness Center.



Amongst a backdrop of flowering trees, businesses remained open in to the evening on April 7 for First Night. Plans are already in the works for the second First Night event to be held Friday, May 5. The Connell Downtown Development Association is looking at holding First Night events each month.

Entertainment is also being planned and will be moving locations each month to benefit all businesses. In May the entertainment will be located in the parking lot of Community First Bank.

The Connell Downtown Development Association's goal is to revitalize the historic and economic aspects of Columbia Avenue. The association's vision is to develop a "downtown area" which provides a sense of community

and a place for residents and visitors alike to gather. First Night is just one way they are accomplishing these goals.

To find out more or get your business involved contact Sharon Hogaboam at 234-3531, Molly Kunkel at 234-2265, or Herman Woo at 234-9781.

Be sure to plan on coming out and shop at home during First Night, Friday, May 5.

80 rose bushes planted at Franklin County Courthouse

On Friday, March 14, a group gathered at 9:00 a.m. in front of the newly restored Franklin County Courthouse in Pasco.

The mission was to plant 80 rose bushes. The roses were the generous gift of Jackson and Perkins of Medford, Oregon.

The planting was supervised by Jan Watson, master gardener and Jill Klindworth of Mid-Columbia Garden

Club. Other helpers were:

Jeremy Blasdel, grounds keeper, Jennifer Wagner, Chris Meredith and Terri Hendricks. Two young men from the correctional facility also assisted. Jane Melville of the Rose Society provided valuable information and John Gessel did prep work.

All of the roses are patented and popular selections and are tagged for the rose lovers information. They are

planted on both sides in beds bordering the front walk and curving around each side of the building.

It is a little known fact that the old roses from before the restoration were saved and are in rectangular beds to either side of the front court house grounds.

These older roses are well established and should provide plenty of color and fragrance this season.

FCCLA attends state meeting

By: Gabby Alvarez

Twelve members of the Family, Career, and Community Leaders of America (FCCLA) from Connell High School traveled to Wenatchee to attend the FCCLA State Leadership Meeting, April 12-14.

Eight members competed in the STAR (Students Taking Action for Recognition) events and four helped during the STAR events as facilitators and evaluators.

Bianca Garza and Sylvia Olivo represented Connell High School in the Applied Technology event. This event was an oral presentation of a

project that focused on abstinence. The team received a gold medal.

You may see their web page by clicking on the FCCLA link on the N. Franklin School District website.

Gabby Alvarez, Yesenia Gonzalez, and Eriberta Salinas competed in the Chapter Service Project event. They presented a penny drive they held in October to earn money for the victims of Hurricane Katrina. This team received a silver medal.

Audelia Martinez, Delia Garza, and Anna Landa competed in the Illustrated Talk event. They gave an oral Pow-

erPoint presentation abstinence. This group received a gold medal.

Mirra Gutierrez, Mar Marroquin, Erika Hern and Jessica Cerna participated as event facilitators and evaluators. They evaluated and scored other students and provided other students to help make the event smoothly.

FCCLA received bonuses for their involvement in Community Service, Power One, Star Event, and Relation projects. The group received a ribbon for participation in their region's events in the fall and spring.

Connell City Council met April 24 heard public input, discussion he

By: Katherine Bingham

The Connell City Council met on Monday, April 24. Attending were council members Jim Klindworth, Ron Boyer, Kent Mosbrucker, Rhonda Quinton, and Monica Pruett. Also attending were Mayor Gary Walton, Deputy City Clerk Maria ChavezPena, City Administrator Art Tackett, Public Works Director Pat Munyan, and Police Chief Rick Rochleau.

The first order of business was the approval of the consent calendar including payroll and a motion to surplus vehicles. These vehicles were collected as "junk vehicles" and are scheduled to be surplus by the city.

In citizen comment, Jim Riddell spoke to the council stating Tullamoor would like to be included within the growth management plan, especially in regards to the water.

Riddell was also inquiring as to the intent of the council on his invitation to tour the site as nothing further was stated. He added that the development has taken a change of course as they will be developing the south half

also addressed the council stating that they have accepted a bid for construction and will be conducting meetings to get things in place. Loresch also stated that they anticipate excavation to begin in mid-June at the latest.

David Geil was also in attendance and addressed the council in regards to some tree trimming that was done at his property on Monday. Geil expressed his shock upon arriving home to see the "extensive tree trim" that the city had done. Geil's stated there was a lack of communication and that he felt he should have been notified better. The city did speak with his wife who took the conversation as a simple trim around the stop sign, not something that extensive. It seems all the trees along both sides of his property were cut back.

Communication to the citizens regarding projects and other issues is a matter of respect to the citizens Geil's mentioned. Geil's stated he felt, "disrespected." Mayor Walton stated that before any further work is done on trees around private property noti-

and major development. Some discussion was held on the matter.

The council approved motion to allow the mayor to contract with CTED to the services of a consultant and grant money to the Economic Development Summit. The purpose of the grant is to involve the community in a relationship of economic development activities they like to see using the summit as a springboard for future discussion and a comprehensive plan that can be utilized by the city. Economic Development Council other organizations.

In reports, the planning commission is planning public hearing regarding some minor zoning issues May 16.

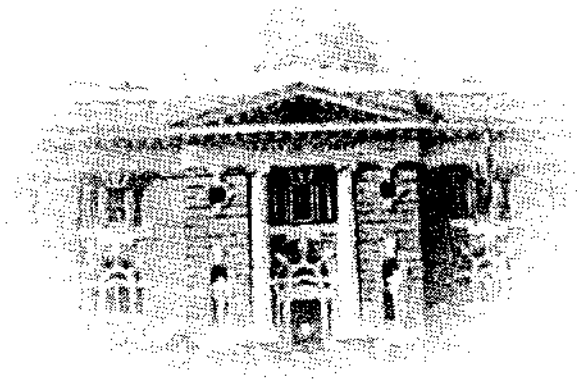
Pat Munyan reported public works stating they are still working on Pioneer. The department is also filling potholes, taking care of weeds, working on the vehicle issue, and trimming trees. The tree trimming taking place as a safe issue and to comply with code around stop signs.

May 8, 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

MEMORANDUM

To: Elected Officials and Department Heads

From: Board of County Commissioners

Date: May 9, 2006

Subject: **Office Closures for Rededication**

All county offices are hereby authorized to be closed from 12:30 p.m. to 2:30 p.m. on May 17, 2006, to allow time for employees to attend the Courthouse rededication ceremony.