

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for June 14, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bob Koch, Chair Pro Tem; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Neva J. Corkrum, Chairman, was absent to attend the Public Risk Management Association (PRIMA) conference in Las Vegas, Nevada.

Mr. Bowen was absent at the beginning of the meeting to attend another meeting for the county.

OFFICE BUSINESS

Secretary Patricia Shults and Human Resources Director Rosie H. Rumsey met with the Board. Present in audience: Joel Chavez.

Consent Agenda

Motion - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval of **Resolution 2006-309** for the Tower Space Lease Agreement between Franklin County and USCOC of Richland Inc., dba U.S. Cellular, and authorizing the Chair Pro Tem to sign said agreement on behalf of the Board. (Exhibit 1)
2. Approval of **Resolution 2006-310** authorizing the Chairman Pro Tem to sign the signature authorization sheet on behalf of the Board for the grant application for the Residential Substance Abuse Treatment (RSAT) Program operated in the Benton County jail (approved by Benton County Resolution 06-316). (Exhibit 2)

Second by Mr. Koch. 2:0 vote in favor.

RSAT Program

The Board questioned why a grant has not been applied for the Franklin County Jail. Mr. Koch will talk to Human Services Director Dave Hopper about it.

Vouchers/Warrants

Motion – Mr. Brock: I move for approval of payment of Salary Clearing warrants: warrant 40411 through 40541 for \$184,850.36; warrants 40542 through 40546 for \$51,639.35; and Direct Deposit for \$224,297.43; for a total amount of \$460,787.14.

Second by Mr. Koch. 2:0 vote in favor.

The cover sheet also includes the following amounts:

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Emergency Management payroll warrants 7992 through 7998 for \$3,034.80; warrants 7999 through 8003 for \$6,100.40; and Direct Deposit for \$7,562.04; for a total of \$16,697.24; and

Irrigation payroll warrants 11763 through 11777 for \$8,235.23; and warrants 11778 through 11781 for \$1,064.15; for a total amount of \$9,299.38.

2:0 vote in favor. (Exhibit 3)

Human Resources

Ms. Rumsey asked for approval of a resolution amending Resolution 2006-164 for the 2005 length of service and attendance awards.

Motion – Mr. Brock: I move the approval of Resolution 2006-311 as specified. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 4)

PLANNING AND DEVELOPMENT DEPARTMENT

Planning Director Jerrod MacPherson met with the Board.

Short Plat SP 2006-12 for applicant Russ Triebwasser to short plat approximately 4.56 acres into three lots. Lot #1 is approximately 2.28 acres in size, Lot #2 is approximately 1.14 acres in size and Lot #3 is approximately 1.14 acres in size. The property is zoned Rural Residential (RR-1).

Public Hearing convened at 9:15 a.m. Present: Commissioners Koch and Brock; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Maury Balcom.

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

Mr. MacPherson showed on the screen a copy of the 2004 aerial photograph with parcel overlays. Lot #1 exceeds the width and depth requirements and could be further divided in the future. A manufactured home straddles the property line of two parcels. Staff is recommending within six months from the date of preliminary approval to move that manufactured home prior to final approval. Mr. MacPherson reviewed the other conditions of approval.

Mr. Koch dispensed with audience participation because no one was in the audience to comment on this short plat.

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Motion – Mr. Brock: I move we grant preliminary approval of Short Plat 2006-12 subject to the seven findings of fact and five conditions of approval. This is Resolution 2006-312. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 6)

Short Plat SP 2006-13 for applicant Maurice Balcom to short plat approximately 142.27 acres into two lots. Lot #1 is approximately 9.44 acres in size and Lot #2 is approximately 132.83 acres in size. The property is zoned Agricultural Production (AP-20).

Public Hearing convened at 9:21 a.m. Present: Commissioners Koch and Brock; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers. Present in audience: Maury Balcom.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 7).

Mr. MacPherson showed a copy of the proposed plat on the screen. He reviewed the conditions of approval.

Mr. Koch asked if anyone in the audience would like to speak against the proposal. There was no response.

Mr. Koch asked if anyone in the audience would like to speak in favor. Maury Balcom spoke in favor. Mr. Balcom asked about acreage requirements for building sites in the county. Mr. MacPherson said you can go down to one acre as long as there are 20 acres left over on the main farm but it has to be for farm family or farm labor housing and approved by the Health District.

Fred Bowen joined the meeting.

Motion – Mr. Brock: I move we grant preliminary approval of Short Plat 2006-13 subject to the seven findings of fact and the eight conditions of approval. This is Resolution 2006-313. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 8)

Zoning

Mr. Brock would like to have the zoning requirement sizes changed for property divisions of farm land.

Final Approval Short Plat 2006-10, Preston Vineyards

Motion – Mr. Brock: I move for final approval for Short Plat 2006-10 as specified. This is Resolution 2006-314. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 9)

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Final Approval Short Plat SP 2005-03, Tuscany Estates (Robert Tippet)

Motion – Mr. Brock: I move the approval of Resolution 2006-315 as specified. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 10)

PROSECUTOR

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Earnest Money Agreement for property sale

Mr. Verhulp has sent Earnest Money Agreement information to Booker Auction. Mr. Bowen said Mr. Verhulp and Treasurer Tiffany Coffland should attend the auction at TRAC on June 27.

Executive Session at 9:44 a.m. regarding personnel issue expected to last 15 minutes.

Open Session at 10:01 a.m.

Mr. Verhulp left the meeting.

Wernett Road

Mr. Koch checked Wernett Road after the rainstorm yesterday and again this morning. This morning the area was dry in front of Hector Alamillo's home.

AUDITOR

Auditor Zona Lenhart met with the Board.

Printers for Accounting Department

Ms. Lenhart asked for approval to purchase two printers for the Accounting Department at a cost of \$989.00 and \$2368.19 each. Tax is not included in the figures. The Board reviewed the quotations. Ms. Lenhart said the funds would have to come out of the Current Expense budget because the printers are for the Accounting Department. Mr. Bowen suggested the funds could come out of the equipment replacement funds in the 2006 Information Services Budget for replacing 25% of equipment per year. He said the funds could be taken out of Contingency but Mr. Bowen would not recommend it.

Mr. Bowen talked to Information Services Director Kevin Scott by telephone. Mr. Scott will review the Information Services budget to find a source of funds for the two printers.

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Mr. Scott came to the meeting room and said there are funds available in an Information Services budget line item. The Board asked that a resolution be prepared for the consent agenda with the source of funds identified.

Elections and Recording Department Furniture

The furniture in the Elections and Recording Departments was all new in 1998. Some of Elections furniture was needed for the Recording Department at the Courthouse Annex. The initial plan was to return the furniture to the Elections Department when we moved back to the Courthouse. Ms. Lenhart said it has not worked out that way because the new woodwork in the Courthouse would have had to be cut to install the existing furniture. The furniture is modular so it can be put together like a jigsaw puzzle. The Elections Department now requires new furniture at the Courthouse Annex because of Help America Vote Act (HAVA) requirements. The county will receive a grant of about \$30,000 which will pay for the new furniture in Elections. The ballot tabulating center will be located at the Courthouse Annex. Only ballot tabulating and ballot accountability will take place at the Courthouse Annex. Other Elections Department functions will be handled in the Courthouse. The Courthouse Annex area will not be a public area except for on election day.

Ms. Lenhart told the Board about the changes that will be made for security purposes at the Annex.

Ms. Lenhart told the Board she would like to eventually use the entire area that has been used for Recording and Licensing for a public area. At present, the WSU Extension Office will be using the area.

Furniture for Accounting Department

The Board reviewed a proposal for \$29,057.78 for furniture for three work environments in the vault area that will be used by the Accounting Department. Two of the work stations will have doors. File cabinets measuring 11-1/2 X 8 will be used because of the small space. Mr. Bowen said the funds will come out of the Courthouse Restoration fund. He told the Board that he has realized this request is for furniture in the Accounting Department that was not previously replaced.

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Mr. Bowen said the vault area never had people housed in there before. He asked if this furniture will cover up the windows. Ms. Lenhart said no.

Mr. Bowen said he was going to recommend to the Board that the furniture for the Accounting Department was not necessary because he thought it was something else. However, his position has changed because this furniture will be built specifically for that particular area to take care of the employees. He would recommend the furniture for the Accounting Department be approved and installed. Ms. Lenhart said the furniture will probably not be installed before six weeks. Accounting will move back to the Courthouse then. The Board asked that a resolution be prepared for the consent agenda.

Ms. Lenhart said we've had to share parts of furniture made by CDA between different departments. We will have to buy some parts from CDA to replace some panels and some work surfaces. The fourth Accounting office will not be located in the vault. The furniture for the fourth Accounting office is built from parts we have already had except for purchasing minimal supplemental parts to complete the work environment. The cost for the extra parts will be paid from the Elections Revolving and O&M funds. City of Pasco will allow the county to move the portable courtroom

Mr. Bowen said the City of Pasco will allow the county to move the portable courtroom to the other county lot and reface it.

Security

Mr. Bowen said Emergency Management (EM) is producing security badges for employees who participate in EM exercises. If the county decides to use the security system that has been presented, EM will be able to produce security badges for all county employees.

OTHER BUSINESS

Motion – Mr. Brock: I move for approval of payroll for Franklin County Public Works Department: Motor Vehicle Fund for \$10,163.41 and County Road Fund for \$66,735.99. Second by Mr. Koch. 2:0 vote in favor.

Adjourned at 10:46 a.m.

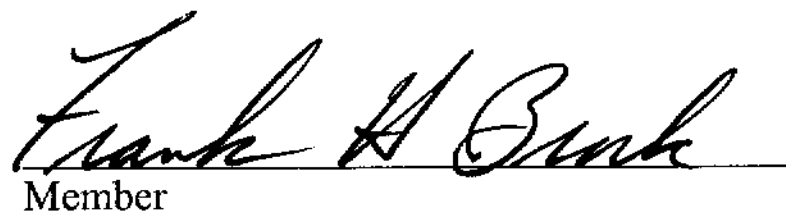
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until June 19, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed June 19, 2006.

FRANKLIN COUNTY RESOLUTION NO. 2006 309

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: TOWER SPACE LEASE AGREEMENT BETWEEN FRANKLIN COUNTY AND USCOC OF RICHLAND INC., DBA U.S. CELLULAR

WHEREAS, Franklin County owns a communications tower located in or near the City of Kahlotus; and

WHEREAS, U.S. Cellular desires to lease locations upon the tower for common carrier mobile radio base station operations; and

WHEREAS, U.S. Cellular sent a Tower Space Lease agreement, Site Name Kahlotus CDMA Overlay, Site Number 347306, to Franklin County Dispatch requesting execution of said agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Tower Space Lease Agreement between Franklin County and USCOC of Richland Inc., dba U.S. Cellular, and authorizes the Chair Pro Tem to sign said agreement on behalf of the Board.

APPROVED this 14th day of June 2006.

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

ABSENT

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Attest:

Mary Withers
Clerk to the Board

Originals: Auditor
Minutes
Dispatch
US. Cellular (2)

cc: Information Services
Prosecutor's Office
Sheriff's Office

Site Name: Kahlotus CDMA Overlay

2006 309

Site Number: 347306**TOWER SPACE LEASE**

This Lease is made and entered into the 14th day of JUNE 2006 ("Effective Date"), by and between FRANKLIN COUNTY, a municipal corporation of the State of Washington, whose address is 1016 North 4th Avenue, Pasco, WA 99301-3706, hereinafter referred to as "Landlord", and USCOC of Richland Inc., a Washington corporation, doing business as U. S. Cellular®, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord owns a communications tower (the Tower") located on a parcel of land (the "Site"), at a Latitude of N46-38-19.2236 and Longitude W118-33-40.25683 (NAD 83), in or near the City of Kahlotus, in Franklin County, State of Washington, as depicted on the Exhibit attached hereto and made a part hereof, and marked as Exhibit A.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and ground space at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

(a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Premises:

- (i) Attachment locations upon the Tower for the placement and affixing of cellular antennas, at the heights and orientations shown on "Exhibit B" attached hereto ("Tower Space"); and
- (ii) A parcel of "Ground Space" adjacent to the base of the Tower, as shown on "Exhibit C" attached hereto, measuring approximately five (5) feet wide by thirty (30) feet long for the placement of a underground coaxial cables and above ground cable "doghouse,"

(collectively the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will

have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$500.00 upon execution of this Agreement. The Option will be for an initial term of six months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$500.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions.

2. Privileges. Landlord hereby confers upon Tenant the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) To place and affix lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space, the Tower Space, and Tenant's Building located on an adjacent parcel of land, as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any changes which Tenant may from time to time propose to make to said lines, conduits, connections, devices, and equipment, which consent shall not unreasonably be withheld or delayed;

(b) To extend and connect utility lines between the Ground Space, Tenant's Building and suitable utility company service connection points;

(c) To travel between the Site and the public road over routes which Landlord is entitled to use; and

(d) To traverse other portions of the Site reasonably necessary to accomplish Tenant's purposes as contemplated herein.

3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

4. Initial Term. The initial term of this Lease shall commence upon the commencement of Tenant's construction on the Premises and shall expire five (-5-) years thereafter, or upon such sooner date as shall coincide with the expiration of Landlord's right to keep the Tower at the Site.

5. Option to Renew. The term of this Lease shall automatically extend for up to four additional terms of five years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the term then present at the time of such notice.

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of Tenant's exercise of this option, and by paying to Landlord \$1,000 in liquidated damages.

7. Nonexclusive Lease. This Lease is nonexclusive and does not preclude the Landlord from granting a similar lease, right, license, franchise, etc., to other carriers or other persons for telecommunications or any other purpose.

8. Base Rent. Tenant shall pay Base Rent to Landlord in the amount of Five Hundred Dollars (\$500.00) per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord.

9. Adjusted Rent. On every fifth years' anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

10. Tenant's Personal Property. Landlord acknowledges and agrees that all

personal property, equipment, apparatus, fittings, building, fixtures and trade fixtures installed or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, including, without limitation, all telecommunication equipment, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Tenant (collectively, "Tenant's Equipment."). Tenant's Equipment shall remain at all times the personal property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust, lease agreement or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

11. Tower Maintenance. Landlord represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than a negligent or wrongful act or omission of Tenant or its contractors, so as to render it substantially unusable for Tenant's intended use, rent shall abate for such period until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises. If Tower is damaged for any reason rendering it substantially unusable for Tenant's intended use, Landlord shall have the unilateral right to either repair and restore the Tower or terminate this Lease without any liability to Landlord.

12. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration.

13. FCC and FAA Tower Registration. Landlord warrants to Tenant that the tower has been registered by the Landlord with the Federal Communications Commission ("FCC") and/or the Federal Aviation Administration ("FAA"), if required by the FCC and/or the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the tower to be registered during the initial term of this Lease or any extensions thereof, Landlord shall take all necessary actions to register the tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.

14. Utilities. Tenant shall be responsible for the separate metering, billing, and payment of its utility services consumed by its operations.

15. Taxes. Tenant shall pay any personal property taxes levied against Tenant's equipment. The Landlord or Landowner shall pay any real estate taxes and assessments attributable to the land underlying the Tower, and Landlord shall pay any personal property taxes levied against the Tower, and any other of Landlord's equipment or property.

16. Access. Tenant shall have unrestricted access to Site at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.

17. Compliance with Laws. Tenant, shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Tenant's operations thereupon.

18. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or resulting from Tenant's use of the Premises or its presence at the Site. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

19. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars covering Tenant's work and operations upon Landlord's tower and Site. Landlord shall continuously maintain in full force and effect policy of casualty insurance, or its equivalent if Landlord is self-insured, covering the full replacement value of Landlord's property demised herein to Tenant, and Landlord covenants to apply all proceeds from such policy to repair, restore, and replace said property if it is damaged or destroyed.

20. Interference. Landlord shall not use, nor shall Landlord permit its Tenants to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of testing, after action has been taken for the purposes of correcting such interference. In the event any such interference does not cease promptly, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease. Tenant shall not use the Site in any way that interferes with

the existing use by (i) Landlord or (ii) other tenants of Landlord with installations on the Site on the Effective Date of this Lease.

21. Default. If Landlord or Tenant fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. The reasonable costs of curing such default shall be payable by the defaulting party upon the written demand of the non-defaulting party. This Article shall not apply in the case of interference, which instead shall require immediate and effective curative action.

22. Attorney Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorney's fees.

23. Quiet Enjoyment. Landlord hereby covenants that Tenant shall have quiet and peaceful possession of the Premises throughout the duration of this Lease, and that Landlord will not intentionally disturb Tenant's occupancy thereof as long as Tenant is not in default hereunder.

24. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently holds a leasehold interest in and to the Property; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

25. Assignment of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station at the Site, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent which consent shall not unreasonably be withheld. No assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in a writing setting forth the name, address, and telephone number of such assignee.

26. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

27. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the Communications Equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other Tenants installing equipment after the installation of the Communications Equipment to bear the same responsibility.

(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

28. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

29. Notices. Any notice, demand or communication which Landlord or Tenant shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may theretofore have designated by notice similarly given.

If to Landlord, to: Franklin County
1016 North 4th Avenue
Pasco, WA 99301-3706
Attention: Pat Hogan, E911 Coordinator
Telephone: (509) 545-3656

With a copy to: Franklin County Commissioners
1016 North 4th Avenue
Pasco, WA 99301-3706

If to Tenant, to: US Cellular
8410 West Bryn Mawr Ave., Suite 700

Chicago, IL 60631
Attention: Real Estate

30. Contingencies. Tenant shall have the right to cancel this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any agreements, and all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; or if Tenant's title insurer determines that Landlord does not hold good and clear leasehold interest to the land underlying the Premises, or if such interest has encumbrances and restrictions which would interfere with Tenant's intended use of the Premises.

31. Tenant's Personal Property. All personal property placed upon the Premises by Tenant shall remain the sole and exclusive property of the Tenant, and may be removed by Tenant at any time, including upon the expiration or other termination of this Lease or any extension hereof.

32. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Site and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. The parties agree that all of Tenant's property must be removed from the Site not later than the date of expiration or effective termination hereof; otherwise, Tenant shall be deemed to be a holdover tenant, and shall be liable for the payment of cash rent to Landlord at one and a half times (1.5x) the rate of rent which was last in effect preceding such holdover tenancy.

33. Tenant's Self-help. If Landlord at any time fails to perform any of its obligations under this Lease, Tenant shall have the right but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred thereby and attributable solely to Landlord's failure shall promptly be paid for by Landlord with interest at the highest rate allowed by law.

34. Condemnation. In the event of the taking of the Tower by condemnation or otherwise by any governmental, state, or local authority, this Lease shall be deemed canceled as of the time of taking possession by said authority. The Tenant shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Tower.

35. Signs. All signs or symbols placed on the Tower by the Tenant shall be subject to the prior approval of the Landlord unless such signs or symbols are required by

operation of law. In the event Tenant shall place signs or symbols on the Tower where they are visible from the street and not acceptable to the Landlord, the Landlord may demand the immediate removal of such signs or symbols unless their placement is required by operation of law, and the refusal of Tenant to comply with such demand within a period of twenty-four (24) hours will constitute breach of this Lease, thereby entitling the Landlord to exercise any available legal remedy and to remove the sign or symbol. Any signs placed upon the Tower shall be so placed upon the understanding and agreement that the Tenant will remove the same at the termination of this Lease unless their continued placement is required by operation of law and repair any resulting damage or injury to the Tower. If such signs are not so removed upon termination of Lease, then the Landlord may have the same removed at Tenant's expense unless their continued placement is required by operation of law.

36. Non-Waiver of Breach. The failure of the Landlord or Tenant to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement, or option, or any other covenant, agreement or option.

37. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

38. Entire Agreement. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

39. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

[END OF AGREEMENT]

[SIGNATURE PAGE FOLLOWS NEXT]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

Franklin County

By: *REKoch*(printed) Robert E. KochTitle Chair Pro Tem

Social Security # (or FEIN):

916001315

Phone Number:

(509) 545-3535**TENANT:**

USCOC of Richland, Inc.

By: *Kevin R. Lowell*(printed) Kevin R. LowellTitle Vice President

APPROVED AS TO FORM:

REK

Ryan E. Verhulp

Deputy Prosecuting Attorney

STATE OF Washington)
)
 COUNTY OF FRANKLIN)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Robert E. Koch (name), the Chair Pro Tem, Franklin County Commissioners, (title), known to me to be the same person whose name is subscribed to the foregoing Tower Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 14 day of June, 2006.

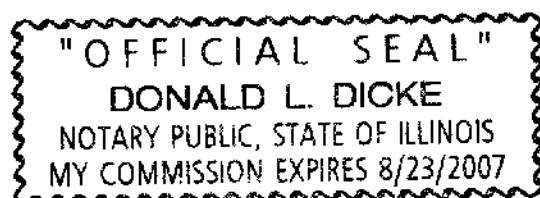
Mary C. Withers
 Notary Public

My commission expires 10-29-08

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Kevin Lowell, Vice President of USCOC of Richland, Inc., known to me to be the same person whose name is subscribed to the foregoing Tower Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 1st day of June, 2006.



Donald R. Dicke
 Notary Public

My commission expires 8/23/07

EXHIBIT A

REAL PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 89°33'46" EAST, 2673.16 FEET TO A BRASS CAP MONUMENT IN CASE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 16°38'51" WEST, 3595.85 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12°35'22" WEST, 50.00 FEET; THENCE NORTH 77°24'38" WEST, 50.00 FEET; THENCE NORTH 12°35'22" EAST, 50.00 FEET; THENCE SOUTH 77°24'38" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 2,500 SQUARE FEET.

EXHIBIT B

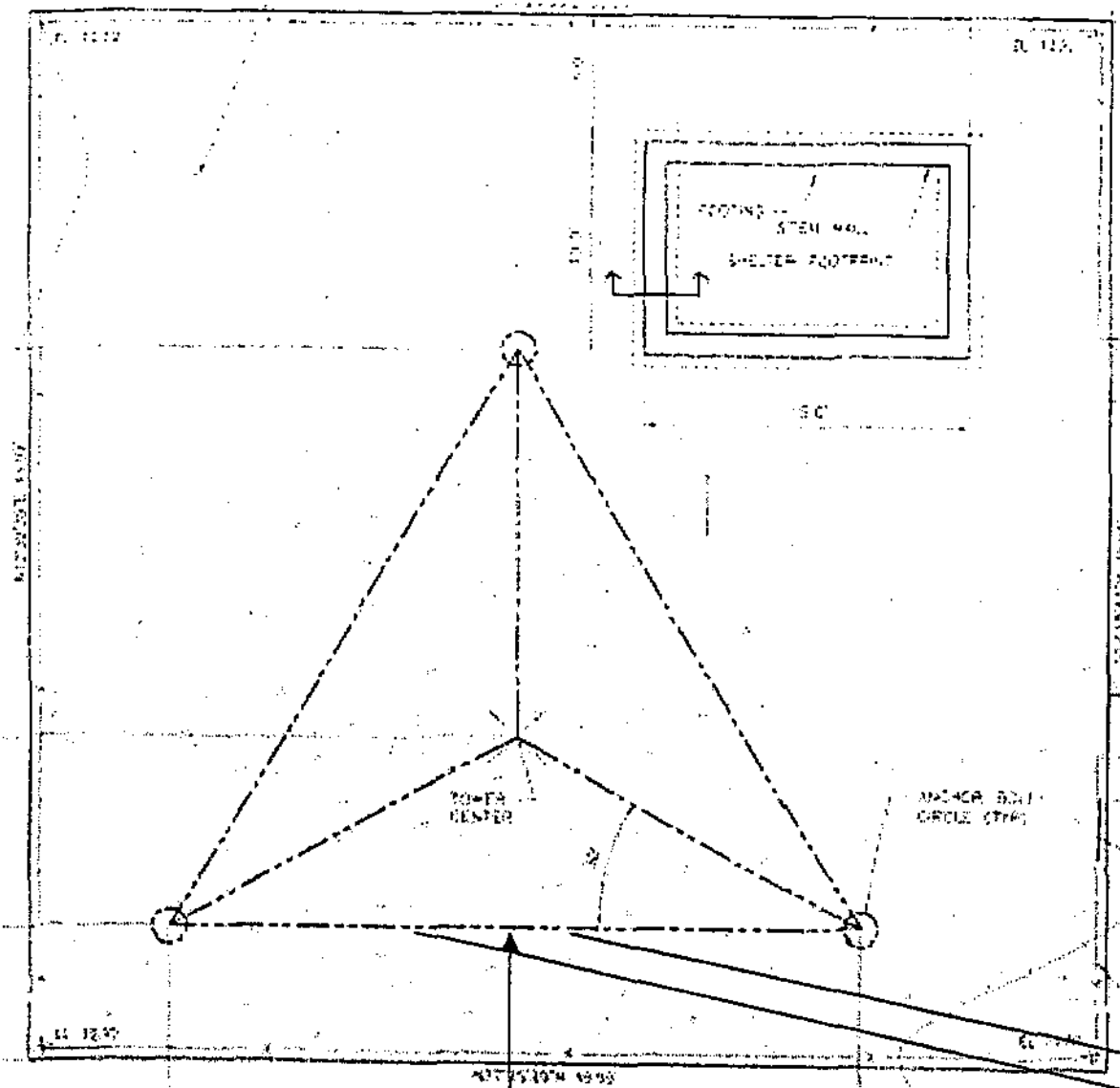
SITE: Kahlotus CDMA Site #: 347306 FCC REGISTRATION # _____
TENANT NAME: US Cellular TEL #: 509.945.7500
CONTACT: Scott Towsley

ANTENNA INFORMATION

FCC Call Letters: _____ Type of Modulation or other Emissions: RF
Type of antenna: Panel Make: Amphenol Antel, Inc.
Model: LPD-7905/4 How many antennas: -4- Weight: 22.1 lbs each
Height: 47.2 inches
Usage: Transmit only _____ Receive only _____ Transmit & Receive -X-
Effective Radiated Power _____ Watts/channel Operating Frequency: 806 to 941 MHz
Mounting Brackets, Mounting Height & Mounting Orientation: 280' to antenna center at
azimuths of 75° and 300°.
Transmission line Mfg. & Type No: Andrew LDF7-50
Outside Diameter: 1-5/8" Length: approximately 280'

FCC Call Letters: _____ Type of Modulation or other Emissions: RF
Type of antenna: Panel Make: Amphenol Antel, Inc.
Model: RWA-80016 How many antennas: -6- Weight: 31.0 lbs each
Height: 96.5 inches
Usage: Transmit only _____ Receive only _____ Transmit & Receive -X-
Effective Radiated Power _____ Watts/channel Operating Frequency: 806 to 941 MHz
Mounting Brackets, Mounting Height & Mounting Orientation: 280' to antenna center at
azimuths of 60°, 200° and 300°.
Transmission line Mfg. & Type No: Andrew LDF7-50
Outside Diameter: 1-5/8" Length: approximately 280'

EXHIBIT C



New US Cellular Coaxial Cable ladder

Approximate location of
below grade coaxial cable
space ("Ground Space")

FRANKLIN COUNTY
RESOLUTION NO. 2006 310

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY
COMMISSIONERS TO SIGN THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT
(RSAT) GRANT APPLICATION**

BE IT RESOLVED by the Board of Franklin County Commissioners that the Chairman
of the Board is hereby authorized to sign the signature page of the Residential
Substance Abuse Treatment (RSAT) Program Grant Application to continue the jail
treatment services project for a fourth year.

APPROVED this 14th day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Attest:

Mary Withers
Clerk to the Board

Chairman
[Signature]
Chairman Pro Tem
[Signature]
Member

Originals: Human Services

cc: Resolution Notebook
Prosecuting Attorney's Office

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE
AND ECONOMIC DEVELOPMENT

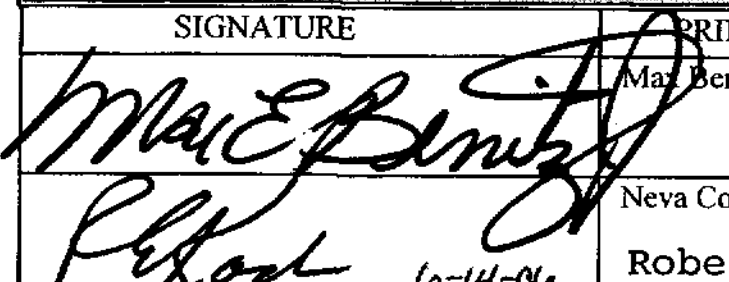
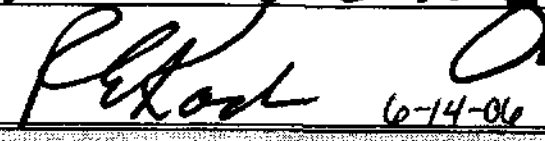

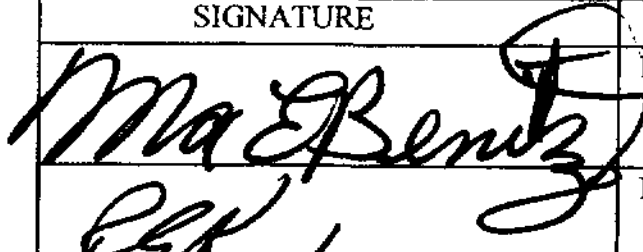
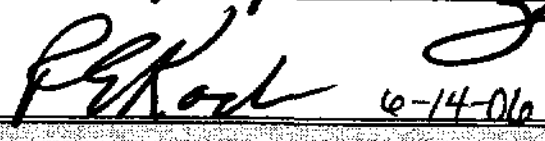

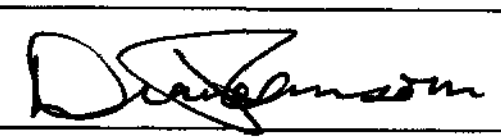
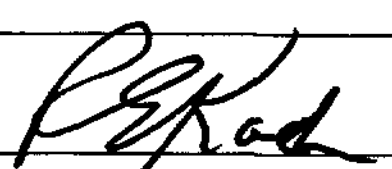
RSAT GRANT
PROGRAM
FORM 4

SIGNATURE AUTHORIZATION

(See reverse for instructions.)

2006 310

All signatures MUST be original. Stamped signatures will not be accepted.

1. NAME OF ORGANIZATION		DATE SUBMITTED
Benton/Franklin Counties Department of Human Services		June 12, 2006
2. NAME OF PROJECT		CONTRACT NUMBER
Human Services/Benton County Jail Substance Abuse Treatment Service Project		
3. AUTHORIZED TO SIGN APPLICATIONS/REVISED APPLICATIONS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Max Benitz	Chair, Board of Benton County Commissioners
	Neva Corkrum	Chair, Board of Franklin County Commissioners
 6-14-06	Robert E. Koch for	Chair Pro Tem
4. AUTHORIZED TO SIGN CONTRACTS/CONTRACT MODIFICATIONS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Max Benitz	Chair, Board of Benton County Commissioners
	Neva Corkrum	Chair, Board of Franklin County Commissioners
 6-14-06	Robert E. Koch for	Chair Pro Tem
5. AUTHORIZED TO SIGN VOUCHERS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Diana Ransom	Financial Administrator
	Dave Hopper	Director
6. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Max Benitz	Chair, Board of Benton County Commissioners
	Neva Corkrum	Chair, Board of Franklin County Commissioners
	Robert E. Koch for	Chair Pro Tem

June 14, 2006

RESOLUTION

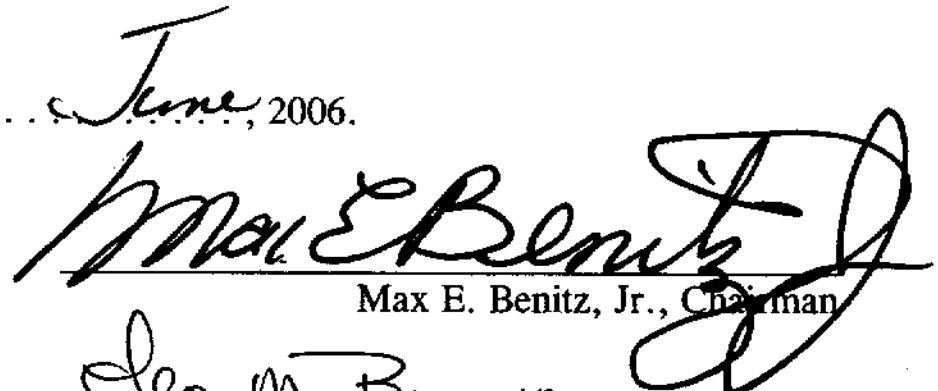
06 316

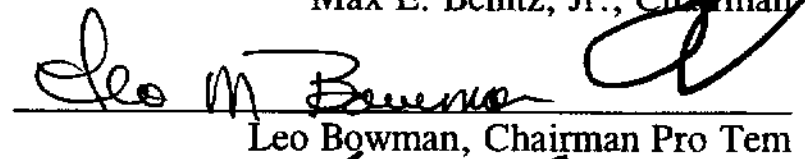
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

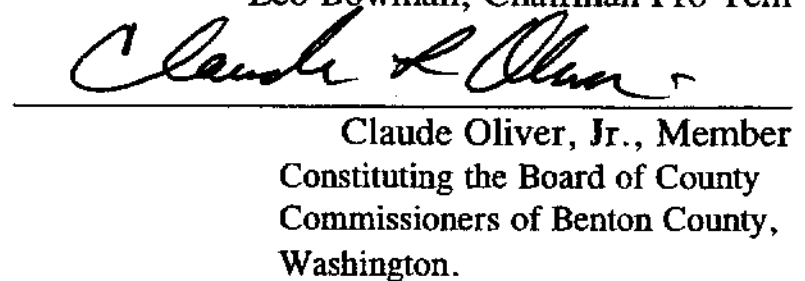
IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT APPLICATION

BE IT RESOLVED by the Board of Benton County Commissioners that the Chairman of the Board is hereby authorized to sign the signature page of the Residential Substance Abuse Treatment (RSAT) Program Grant Application to continue the jail treatment services project for a fourth year.

Dated this 12 day of June, 2006.


Max E. Benitz, Jr., Chairman


Leo Bowman, Chairman Pro Tem


Claude Oliver, Jr., Member
Constituting the Board of County
Commissioners of Benton County,
Washington.

Attest: . . . 
Clerk of the Board

cc: Human Services; file

Ransom

(Complete document filed with Auditor.)

BENTON COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Signature Authorization Page for Dept. of Community, Trade and Economic Development Residential Substance Abuse Treatment Grant Application	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Diana Ransom	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has applied for and received funding from the Department of Community, Trade and Economic Development (DCTED) for operation of a Residential Substance Abuse Treatment (RSAT) program operated in the Benton County Jail. The Department of Human Services is in the process of applying for a fourth year of funding to continue the project. The grant application is due June 16, 2006. The grant application must include a Signature Authorization sheet signed by individuals authorized to sign applications, contracts and vouchers.

SUMMARY

The current award for the period July 1, 2005 through June 30, 2006 is \$84,420. We are hoping to obtain a similar award to continue the project for another year. There are currently one and one half FTE's providing services.

RECOMMENDATION

☒ Sign the Signature Authorization Page where indicated.

FISCAL IMPACT

There is no impact on the current expense budget. Revenues received as a result of this grant application will be used to support salaries, benefits and costs associated with operation of the Residential Substance Abuse Treatment Program in the jail.

MOTION

To authorize the Chair to sign the Signature Authorization Sheet. A copy of the Program Application is attached for your reference and information.

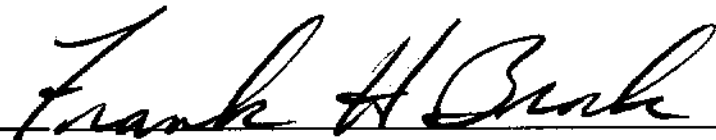
June 14, 2006

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, 06/14/2006

move that the following warrants be approved for payment.



FUND	WARRANT	AMOUNT
------	---------	--------

Salary Clearing Payroll:

	40411-40541	184,850.36
	40542-40546	51,639.35
	Direct Deposit	<u>224,297.43</u>
	Total	<u>\$460,787.14</u>

In the amount of \$ **460,787.14** . The motion was seconded by

and passed by a vote of

**Emergency Mgmt Payroll:**

	7992-7998	\$3,034.80
	7999-8003	6,100.40
	Direct Deposit	<u>7,562.04</u>
	Total	<u>\$16,697.24</u>

Irrigation Payroll:

	11763-11777	\$8,235.23
	11778-11781	\$1,064.15
	Direct Deposit	<u>0.00</u>
	Total	<u>\$9,299.38</u>

FRANKLIN COUNTY RESOLUTION NO. 2006-211

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AMENDING FRANKLIN COUNTY RESOLUTION 2006-164 FOR THE 2005
LENGTH OF SERVICE AND ATTENDANCE AWARDS**

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

WHEREAS, Franklin County Resolution No. 2006-164 permitted awards were to be presented to employees for safe driving, length of service and attendance, as referenced in Attachment "A" to said resolution; and

WHEREAS, Ron Horn and John White were inadvertently omitted from the attendance list; and

WHEREAS, Gene Gonzales was not eligible to receive the Length of Service award as indicated;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes amendment of Franklin County Resolution 2006-164 for the 2005 Length of Service and Attendance Awards as follows:

1. Authorizing additional eight (8) hours of vacation to be added to the vacation accruals of Ron Horn and John White.
2. Defer the Length of Service Award one year for Gene Gonzales.

APPROVED this 14 day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSEN

Neva J. Corkrum, Chairman

Attest:

Mary Withers
Clerk to the Board

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

Frank H. Brock
Frank H. Brock, Member

Original: Auditor
Minutes
Human Resources

cc: Public Works/Tim Fife
Accounting/Connie Curiel

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Russ Triebwasser	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: June 14, 2006	Execute Contract	Public Hearing X
Subject: SP-2006-12 to short plat 4.56 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 approximately 4.56 acres into three (3) lots. As proposed, Lot #1 is approximately 2.28 acres in size, Lot #2 is approximately 1.14 acres in size, and Lot #3 is approximately 1.14 acres in size. The property is zoned Rural Residential (RR-1).

The property is located south of Clark Road, west of Road 36, east of Road 44, and north of Janet Road near site address 4117 Janet Road. Parcel Number 114-181-172.

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 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;

Action Summary
SP-2006-12
Page 2

- 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 June 5, 2006 for specifics).
2. **Franklin PUD:** The applicant shall comply with the Franklin PUD 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.**

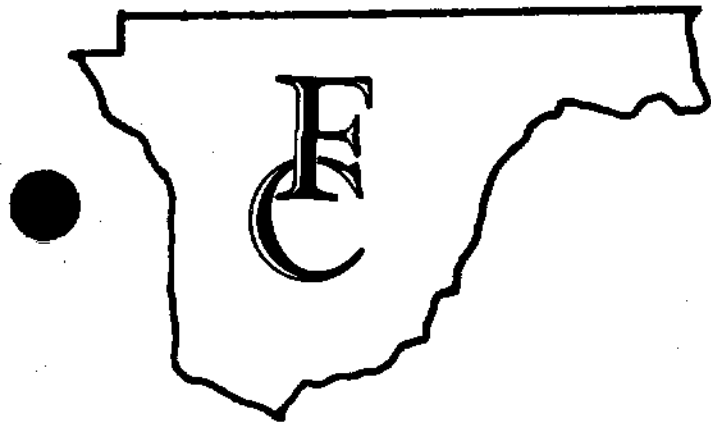
4. Franklin County Public Works: **a)** The 30' of right of ways for both Clark Road and Janet Road shall be shown as dedicated and shown as such on the plat; **b)** In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure. **c)** Lot owners shall agree to participate in future LID/RID for roads, drainage, curb and gutters, streetlights, storm sewers, water and/or sanitary sewers.
5. **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.

Action Summary
SP-2006-12
Page 3

- b. The mobile home, located across the property line between Lots 1 and 2, shall be removed from the property within 6 months from the date this plat receives final approval by the Board of County Commissioners. **This note shall be placed on the face of the short plat.**
- c. Lots 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 Lots 2 and 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 new homes on Lots 2 or 3.**
- d. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin PUD, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- e. 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 2006-12, subject to the seven (7) findings of fact and five (5) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2006-312

PRELIMINARY APPROVAL

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

RE: SP 2006-12, an application to short plat approximately 4.56 acres into three (3) lots. As proposed, Lot #1 is approximately 2.28 acres in size, Lot #2 is approximately 1.14 acres in size, and Lot #3 is approximately 1.14 acres in size. The property is zoned Rural Residential (RR-1). The property is located south of Clark Road, west of Road 36, east of Road 44, and north of Janet Road near site address 4117 Janet Road. Parcel Number 114-181-172.

APPLICANT: Russ Triebwasser, 4117 Janet Road, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Russ Triebwasser 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 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 2006-312

Preliminary Approval

SP 2006-12

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 June 5, 2006 for specifics).
2. **Franklin PUD:** The applicant shall comply with the Franklin PUD 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. **Franklin County Public Works:** a) The 30' of right of ways for both Clark Road and Janet Road shall be shown as dedicated and shown as such on the plat; b) 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. c) Lot owners shall agree to participate in future LID/RID for roads, drainage, curb and gutters, streetlights, storm sewers, water and/or sanitary sewers.
5. **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 mobile home, located across the property line between Lots 1 and 2, shall be removed from the property within 6 months from the date this plat receives final approval by the Board of County Commissioners. **This note shall be placed on the face of the short plat.**
 - c. Lots 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 Lots 2 and 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 new homes on Lots 2 or 3.**

RESOLUTION NUMBER 2006-312

Preliminary Approval

SP 2006-12

Page Three

- b. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin PUD, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- c. 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 14th DAY OF JUNE 2006.

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


ABSENT

CHAIRMAN


ATTEST:



CHAIR PRO TEM



Clerk of the Board



MEMBER

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Maurice Balcom	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda
Meeting Date: June 14, 2006	Execute Contract	Public Hearing X
Subject: SP-2006-13 to short plat 142.27 acres into two (2) lots.	Pass Resolution X	1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Jerrod MacPherson	Pass Motion X	Other: <i>Preliminary Approval</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION:

The applicant has applied to short plat approximately 142.27 acres into two (2) lots. As proposed, Lot #1 is approximately 9.44 acres in size, and Lot #2 is approximately 132.83 acres in size. The property is zoned Agricultural Production (AP-20).

The property is located south of Crestloch Road, west of E. Vineyard Drive, east of Highway 395, and north of Phend Road – at the northwest intersection of East Vineyard Drive and Phend Road. Parcel Number 124-520-107.

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 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;

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- 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 Benton-Franklin Health Department (see letter dated June 5, 2006 for specifics).
2. **Franklin PUD:** The applicant shall comply with the Franklin PUD Standards.
3. **USBR:** The applicant shall meet and comply with the requirements of the United States Bureau of Reclamation (see letter dated June 6, 2006 for specific requirements).
4. **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.**

5. **Franklin County Public Works:** a) The 30' of right of ways for both Phend Road and East Vineyard Drive shall be shown as dedicated and shown as such on the plat; b) 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. c) The surveyor has already submitted closure notes, but there are numerous differences between the notes and what is actually shown on the plat.
6. **Assessor/GIS:** Improvements on proposed Lot # 1 need to be identified (contact the Assessor/GIS for further information).
7. **Fire District # 3:** Fire apparatus access must be maintained at all times for any structures built on either lot of this proposed short plat.

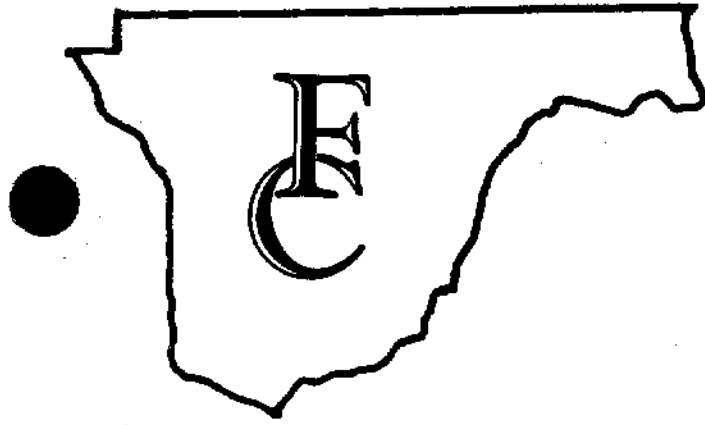
Action Summary
SP-2006-13
Page 3

8. 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.
- c. Lots 1 and 2 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 Lots 1 and 2. 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 1 and 2. This shall be paid prior to building permit issuance for new homes on Lots 1 or 2.**
- d. 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.
- e. 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 2006-13, subject to the seven (7) findings of fact and eight (8) conditions of approval.



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2006 313

PRELIMINARY APPROVAL

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

RE: SP 2006-13, an application to short plat approximately 142.27 acres into two (2) lots. As proposed, Lot #1 is approximately 9.44 acres in size, and Lot #2 is approximately 132.83 acres in size. The property is zoned Agricultural Production (AP-20). The property is located south of Crestoch Road, west of E. Vineyard Drive, east of Highway 395, and north of Phend Road – at the northwest intersection of East Vineyard Drive and Phend Road. Parcel Number 124-520-107.

APPLICANT: Maurice Balcom, 1331 Phend Road, Pasco, WA 99301.

WHEREAS, the Board of County Commissioners of Franklin County have reviewed the preliminary short plat application for Maurice Balcom 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 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 313

Preliminary Approval

SP 2006-13

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CONDITIONS OF APPROVAL:

1. **Benton Franklin Health Department:** The applicant shall meet and comply with the requirements of the Benton-Franklin Health Department (see letter dated June 5, 2006 for specifics).
2. **Franklin PUD:** The applicant shall comply with the Franklin PUD Standards.
3. **USBR:** The applicant shall meet and comply with the requirements of the United States Bureau of Reclamation (see letter dated June 6, 2006 for specific requirements).
4. **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.**

5. **Franklin County Public Works:** a) The 30' of right of ways for both Phend Road and East Vineyard Drive shall be shown as dedicated and shown as such on the plat; b) 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. c) The surveyor has already submitted closure notes, but there are numerous differences between the notes and what is actually shown on the plat.
6. **Assessor/GIS:** Improvements on proposed Lot # 1 need to be identified (contact the Assessor/GIS for further information).
7. **Fire District # 3:** Fire apparatus access must be maintained at all times for any structures built on either lot of this proposed short plat.
8. **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.

RESOLUTION NUMBER 2006 313

Preliminary Approval

SP 2006-13

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- b. Lots 1 and 2 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 Lots 1 and 2. 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 1 and 2. This shall be paid prior to building permit issuance for new homes on Lots 1 or 2.**
- c. 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.
- d. The Final Short Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 8 of Ordinance 03-2000 for specifications.
- e. Signature Blocks shall be provided for the following: County Engineer, County Auditor, Franklin PUD, Benton-Franklin Health Department, County Treasurer, Chairman-Board of County Commissioners.
- f. 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 14th DAY OF JUNE 2006.

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

ABSENT

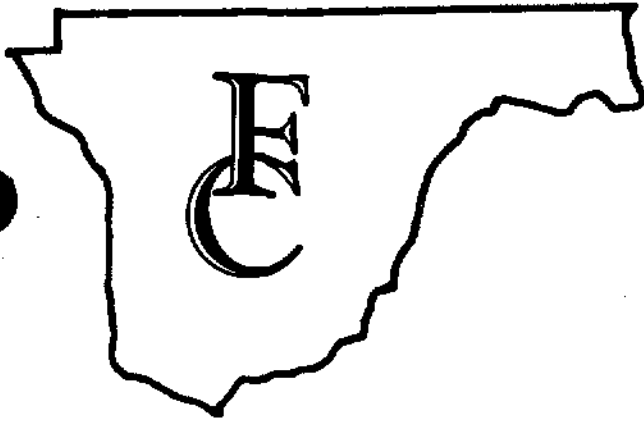
CHAIRMAN

CHAIR PRO TEM

MEMBER

ATTEST:

Mary Withers
Clerk of the Board



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2006 314

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

RE: Final Approval for SP 2006-10

WHEREAS, this Board did hold a public hearing on March 15, 2006 to consider the short plat of Preston Vineyards; and

WHEREAS, the Board of County Commissioners have determined the following:

1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Preston Vineyards for recording,

NOW, THEREFORE, BE IT RESOLVED that the short plat of Preston Vineyards be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 14th DAY OF JUNE 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

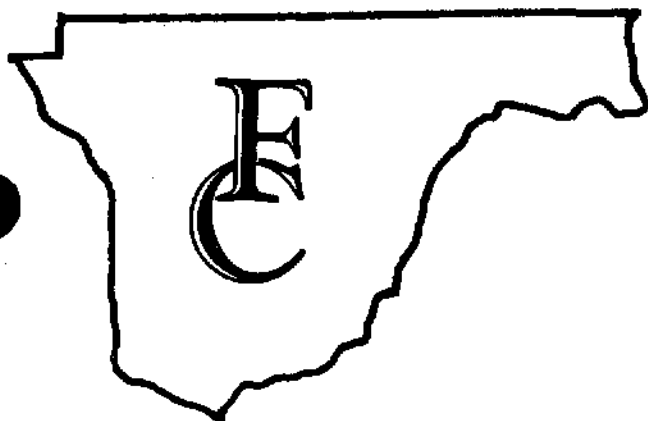
Attest:

Mary Withers
Clerk of the Board

Chairman

R. E. Kool
Chair Pro Tem

Frank H. Ersk
Member



FRANKLIN COUNTY

COMMISSIONERS

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

RESOLUTION NUMBER 2006 315

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SUB 2005-03, a preliminary plat, known as Tuscany Estates, to subdivide approximately 10 acres into 17 single-family residential lots. The property is located in West Pasco, north of Argent Road and east of Road 92 (118-152-044).

WHEREAS, this Board did hold a public meeting on January 4, 2006 to consider the Subdivision of Robert Tippet and

WHEREAS, the Board of County Commissioners have determined the following:

1. The conditions imposed when the Preliminary Subdivision was approved have been met,
2. The requirements of the state law and Subdivision Ordinance have been complied with,
3. The Subdivision conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the Subdivision of Robert Tippet for recording,

NOW, THEREFORE, BE IT RESOLVED that the Subdivision of Robert Tippet be approved and the chairman so indicate by signing the final Subdivision.

SIGNED AND DATED THIS 14th DAY OF JUNE 2006.

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

ABSENT

Attest:

Mary Withers
Clerk of the Board

Chairman

R. G. Kord

Chair Pro Tem

Frank A. Birch
Member