

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for July 24, 2006

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

OFFICE BUSINESS

Secretary Bridgette Scott met with the Board.

Consent Agenda

Motion - Mr. Koch: I move that we accept the consent agenda for July 24, 2006, as presented:

1. Approval of **joint Resolution 2006-360** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and Alliance Counseling, effective June 1, 2006 through June 30, 2007, for sex offender assessment. (Background Information is on Exhibit 16.)
2. Approval of **Resolution 2006-361** rescinding Franklin County Resolution 2006-167, authorizing the Clerk's Office to purchase a stamp table from Husk in the amount of \$1,327.76, and authorizing an inter budget transfer in the amount of \$1,328 from the 2006 Current Expense County Clerk Budget, Number 001-000-160, line item 512.30.43.0000 (Travel) to the Capital Outlay Budget, Number 001-000-710, line item 594.12.60.1601 (Furniture) to pay for said table.
3. Approval of **joint Resolution 2006-362** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and Karyn Oldfield, Attorney at Law, effective July 1, 2006 through December 31, 2006. (Background Information is on Exhibit 17.)
4. Approval of **joint Resolution 2006-363** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the County Program Agreement, Number 0663-88180, Amendment Number 1, between the Juvenile Justice Center and Washington State Department of Social & Health Services, Juvenile Rehabilitation Administration, effective July 1, 2006 through June 30, 2007. (Background Information is on Exhibit 18.)
5. Approval of **joint Resolution 2006-364** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Contract between the Juvenile Justice Center and

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Governor's Juvenile Justice Advisory Committee, Office of Juvenile Justice
Contract, Number 1-200-00206, effective July 1, 2006 through June 30, 2007.
(Background Information is on Exhibit 19.)

6. Approval of **joint Resolution 2006-365** in the matter of the request for signature from the Chairman of the Boards of Benton and Franklin County Commissioners on the Personal Services Agreement between the Juvenile Justice Center and Laurie Magan, WSBA #34086, effective August 1, 2006 through December 31, 2006. (Background Information is on Exhibit 20.)
7. Approval of **joint Resolution 2006-366** in the matter of County funds to transfer \$4,000 from Juvenile Fund Number 0115-101, Department Number 171, to Fund 0117-101, Detention Kitchen Services.
8. Approval of **Resolution 2006-367** in the matter of appointment of Victor J. Cruz to the Benton-Franklin Workforce Development Council, Position B-30 representing Small Business, effective July 1, 2006 through June 30, 2009.
9. Approval of **Resolution 2006-368** in the matter of appointment of Robert M. Kelly to the Benton-Franklin Workforce Development Council, Position F-23 representing Small Business, effective July 1, 2006 through June 30, 2009.

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

Letter of Appreciation

Motion – Mr. Brock: I move that we send a letter of appreciation to Tim Woodward for his service here the last five years. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 1)

Vouchers/Warrants

Motion – Mr. Koch: I move that we accept expenditures totaling \$219,677.15: FC Capital Projects Fund warrants 118 through 120 for \$174,500.00; TRAC Operations warrant 9715 for \$8797.95; Solid Waste warrant 2107 for \$694.48; and Current Expense warrants 52099 through 52121 for \$35,684.72. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 2)

PLANNING AND DEVELOPMENT DEPARTMENT

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

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Public Meeting: Conditional Use Permit CUP 2006-06, a Conditional Use Permit for a commercial grain storage operation. The land is located in the Agricultural Production 20 (AP-20) Zoning District. Applicant is the Connell Grain Growers.

Public Meeting convened at 9:19 a.m. Present: Commissioners Corkrum, Koch and Brock; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers.

Mr. Wendt reviewed the information on the Action Summary (Exhibit 3).

Mr. MacPherson showed a copy of the 2002 aerial photograph with parcel overlay. He showed a site plan of the area.

Mrs. Corkrum asked about visibility on the intersections. Mr. MacPherson showed where the access points are. He said they are well out of the vision plane. Mr. Koch said two of the silos are not going to be located at the site shown on the site plan. The planners explained the ingress and egress requirements that have been imposed.

Mrs. Corkrum asked about the railroad use. Mr. Koch said there is a spur on the south side of the road with an elevator. He doesn't know if the spur comes across Paradise Road or not. The first map was reviewed again. It appears there is a double railroad track.

Mr. Wendt reviewed the conditions of approval.

Mr. Koch explained why Connell Grain Growers needed more storage.

Mr. Koch asked if Connell Grain Growers is talking about a building of some kind. The planners have only heard about truck scales but no building.

Motion – Mr. Brock: I move we grant approval to Conditional Use Permit Application CUP 2006-06 subject to the six findings of fact and ten conditions. This is Resolution 2006-369. Second by Mr. Koch. 3:0 vote in favor.

Public Meeting: Subdivision SUB 2006-03, to subdivide approximately 20 acres into fourteen (14) single-family residential lots. The property is zoned Rural Community-1 (RC-1). Applicant is David Wilson/Quail Bluff LLC.

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Public Meeting convened at 9:31 a.m. Present: Commissioners Corkrum, Koch and Brock; Planning Director Jerrod MacPherson; Assistant Director Greg Wendt; and Clerk to the Board Mary Withers.

Mr. Wendt reviewed the Action Summary (Exhibit 4).

Mr. MacPherson showed a copy of the 2002 aerial photographs with parcel overlay. He explained the proposal to subdivide approximately 20 acres into 14 single-family residential lots. The proposed subdivision does have outside irrigation water available. A new road is proposed called Quail Bluff Loop. A temporary fire apparatus road will be put in place. It will aid in future development of lots to the north. Mr. MacPherson showed where the old urban growth boundary was located. He explained how the urban growth boundary line has changed over time. The application is outside the urban growth boundary. Part of the property in the application is at the rural shoreline boundary designation.

Mr. Wendt reviewed the conditions of approval.

Mr. Brock asked about the water rights. Mr. MacPherson said it will be handled through an M&I contract with South Columbia Basin Irrigation District (SCBID). Mr. Brock asked if every unit will have equal water. He feels they should. Mr. MacPherson said the development will be allowed only one irrigation water turn-out. The irrigation water will be fed into a pond that will be pressure-fed to all users.

The owners are considering requiring a three-rail vinyl fence around the whole project.

Motion – Mr. Koch: I move that we grant preliminary approval of SUB 2006-03 subject to the six findings of fact and nine conditions of approval. This is Resolution 2006-370. Second by Mr. Brock. 3:0 vote in favor.

CLARKTOWN / BENEFICIAL / DIXON WATER COMPANY

Mike Corcoran, Benton-Franklin Council of Governments Senior Planner, met with the Board.

Public Hearing: To review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block

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Grant (CDBG) and receive comments on proposed activities, particularly from low-and moderate-income persons residing in the Clarktown / Beneficial / Dixon Water Companies' service areas.

Public Hearing convened at 9:48 a.m. Present: Commissioners Corkrum, Koch and Brock; County Administrator Fred Bowen; Mike Corcoran, Christy Batayola and Mel Christensen from Harms Engineering company, and Clerk to the Board Mary Withers.

Mr. Corcoran gave background information about the proposal. There are three water systems in the Clark Addition area that did not meet the nitrate standards. Two had been give notice by the State Department of Health that they had to do something or they would be shut down. Ms. Batayola said the nitrate level was at about 30 parts per million (ppm). The maximum contaminant level is 10. There is a compliance agreement between Clarktown and Beneficial Water Companies to put in a new well. The two systems at this point are planning to combine. They are pursuing the community development block grant to get money to help pay for some of the preliminary planning and reports that are required. They are going through preliminary steps to get funding and do reports and then move into construction. Ms. Batayola said Dixon Water system has 10 connections and is not really a functional organization right now. It has a lot of financial and equipment problems. In the future, Dixon would be invited to join or at least individual users would be allowed to join. As far as the planning goes, the organizational structure is not capable of working with the other two companies at this time. They all have nitrate problems. Dixon's problems are a little different. They have a deeper well at about 500 feet deep but the pump is not working. The shallower well at about 80 feet deep is being used. It has only a 6" casing at the bottom. It could be a part of the solution but is not the only solution. She told the Board about the cost estimate that has been prepared to review the Dixon wells.

Ms. Christensen said the wellhead is not protected. The wells are on private property. The preliminary engineering report will investigate the wells.

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Mr. Corcoran said this public hearing is required by the Community Development Block Grant process. The Department of Health has indicated they may also participate in funding the planning study.

Mr. Corcoran said there isn't anybody from either water company here.

Mrs. Corkrum said there is no one else present in the audience to speak in favor or against this proposal. She dispensed with public comment.

Mr. Brock said he is very happy to see someone working on this problem doing what is necessary to get water in the area that will be pure.

Mr. Corcoran said this is part of the pre-application process. We will advertise to hire an engineering firm to do the study.

Motion – Mr. Brock: I move to approve the community development block grant proposal to move forward for Clark Town and Beneficial Water Company.

Ms. Christensen said Beneficial is not officially a part of this application at this time. The pre-application was done for only Clark Town. Mr. Corcoran reviewed the public hearing notice. The public hearing is for both Clark Town and Beneficial.

Motion – Mr. Brock: I move to approve Clark Town and Beneficial Water Companies' proposal to move forward on the community development block grant. Second by Mr. Koch. 3:0 vote in favor.

Recessed at 10:09 a.m.

Reconvened at 10:18 a.m.

JUVENILE JUSTICE CENTER (JJC)

JJC Detention Manager Terry Tanneberg met with the Board.

Memorandum of Agreement between JJC, AFSCME Local 3892 & Teamsters Local 839

Mr. Tanneberg asked for approval of a Memorandum of Agreement with two different unions to move a person into a non-bargaining position temporarily until January (Exhibit 15).

Motion – Mr. Brock: I move the approval of Resolution 2006-371 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 15)

Request for Supplemental Appropriation

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Motion – Mr. Koch: I would move that we accept this request for supplemental appropriation for \$30,648. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 5)

Recessed at 10:29 a.m.

Reconvened at 10:35 a.m.

INFORMATION SERVICES (IS)

IS Director Kevin Scott met with the Board.

Computer Disposal Guidelines

Mr. Scott asked for Board direction regarding computer disposal. Historically a nonprofit group has used most of the disposed computers. The rest have been thrown into the dumpster. The laws are changing so in the future computers cannot be put in a dumpster. There are 19 monitors that need to be disposed of now. A company in Ellensburg will process and handle the computer monitors. Mr. Scott asked the Board if they want to voluntarily comply with the future law or wait until the new law kicks in. The company charges \$14 per monitor so the cost for the 19 monitors would be estimated at \$266. All of the other computer equipment costs 50 cents a pound. Other options include selling the computer equipment at an auction but in the past that has not been worth the work of getting the computers to the auction.

Mrs. Corkrum said she does not want to spend anything to dispose of the computers unless we have to. Mr. Koch agreed.

The Board asked if we have some kind of process to make sure no data is left on the computers. Mr. Scott said we can drill holes through the hard drives. It makes them unusable. Sometimes the Information Services Department opens the case, pulls the hard drive out, and stores it on a shelf. This also makes the computers unusable.

The Board is in favor of letting schools, parochial schools, Tri-TECH, churches, Boys and Girls Club, or other non-profit organizations be able to use the used computer equipment as long as the hard drive is erased. The Board feels people at the schools are taxpayers in the community and should be allowed to use the computers.

Mr. Scott said Bruce McComb runs the RECA Foundation in Ellensburg. He will wipe the hard drives clean based on Department of Defense standards and certify that

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they have been wiped clean. If the county did the work, we would have to buy specialized software and take time and manpower to do so.

The Board asked how do we trust him to wipe them clean? The Board asked if there is another county or state agency that handles this work that the county could contract with. After discussion, it was determined that Mr. Scott will look into what it would take for the county to wipe the computer hard drives clean. Mr. Scott asked if we were able to do that, would the Board be okay with donating the hard drives? The Board said yes. In the meantime, still destroy the excess computers. Mr. Scott will throw computer parts in the garbage that cannot be donated.

Mr. Koch said if the hard drive can be cleaned in-house, he would be in favor of it.

Contract comparison software

Mr. Koch asked Mr. Scott about software that reads contracts and compares one contract to another. Mr. Scott said he has found several pieces of software. Chief Civil Deputy Prosecutor Ryan Verhulp has tried one of them. There are still some questions to be answered. The Board said the county can request that the contracts be sent to the county for review in electronic versions.

Remote Email outside Courthouse

Mr. Koch asked about the availability for receiving remote email outside of the courthouse. Mr. Scott said we're working on that right now. We expect to have it available in the next few months. Mr. Koch would like to have it available on August 3 when he will be attending a NACo conference. Mr. Scott can open an account and forward email for a short-term solution.

Computer Replacement Schedule

Mrs. Corkrum asked if there is a list of whose computers we are replacing this year. Mr. Brock said he would like to see the list for four years based on 25% to be replaced each year. Mr. Scott said he can give the Board a list of the 20 that have been replaced and the ones that are planned to be replaced.

PUBLIC WORKS

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Engineer Tim Fife met with the Board.

Green Energy Today (GET) – Easement

Mr. Fife asked for approval of an easement between Franklin County and GET. It will allow an easement so an access road can be built to GET's property.

Motion – Mr. Brock: I move we approve the easement for Green Energy Today as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 6)

Executive Session at 11:02 a.m. regarding litigation expected to last 10 minutes.

Open Session at 11:15 a.m.

Deed for Lot 1, Binding Site Plan 2006-02

Motion – Mr. Brock moved for approval of a deed: Franklin County, a municipal corporation for and in consideration of \$1 and other good and valuable consideration, conveys, and warrants to grantee, WAM Enterprises, Inc., a Washington corporation, the described real estate situated in County of Franklin, State of Washington, as specified.

Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Deed for Lot 2, Binding Site Plan 2006-02

Motion – Mr. Brock moved approval of a deed: Franklin County, a municipal corporation for and in consideration of \$1 and other good and valuable consideration, conveys, and warrants to grantees, Cardon Development, LLC, a Washington Limited Liability Company, and Terry Moss and Susan Moss, husband and wife, each as to a 50% interest, the described real estate situated in the County of Franklin, State of Washington, as specified therein incorporated in this sheet of paper. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 8)

Deed for Lot 3, Binding Site Plan 2006-02

Motion - Mr. Koch: I move for approval of Special Warranty Deed: The grantor, Franklin County, a Municipal Corporation for an in consideration of \$1 and other good and valuable consideration, conveys, and warrants to Grantees, Mohinder Sohal and Gurdish Sohal, husband and wife, the described real estate situated in Franklin County. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 9)

Deed for Lot 4, Binding Site Plan 2006-02

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Motion – Mr. Brock: I move to approve a Special Warranty Deed: The Grantor Franklin County a Municipal Corporation for and in consideration of \$1 and other good and valuable consideration, conveys, and warrants to grantee CMV Holdings, LLC, a Washington limited liability company, the described property situated in the County of Franklin, State of Washington, as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

Mr. Verhulp said the names of the grantees were provided by Cascade Title.
Deed for Lot 2, Binding Site Plan 2006-03

Motion – Mr. Koch moved for approval of deed: The grantor, Franklin County, a municipal corporation for and in consideration of \$1 and other good and valuable consideration, conveys, and warrants to grantees, Ronald E. Asmus and Tracey L. Asmus, husband and wife, the described real estate situated in the County of Franklin, State of Washington. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 11)

Deed for Lot 1, Binding Site Plan 2006-03

Motion – Mr. Brock moved for approval of deed: The Grantor, Franklin County, a Municipal Corporation for an in consideration of \$1 and other good and valuable consideration, conveys, and warrants to grantees, Ronald E. Asmus and Tracey L. Asmus, husband and wife, the property situated in the County of Franklin, State of Washington, as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 12)

Delivery of Deeds to Cascade Title

Motion – Mr. Brock: I move for approval of delivery of deeds to Cascade Title. Second by Mr. Koch. 3:0 vote in favor. Mrs. Corkrum asked Mr. Verhulp to deliver the deeds to Cascade Title.

OUT OF STATE TRAVEL

Motion – Mr. Koch: I move that we accept out of state travel request for Steve Lowe for NDAA Board Meeting/Summer Conference for \$355. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 13)

COUNTY ADMINISTRATOR

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County Administrator Fred Bowen and Treasurer Tiffany Coffland met with the Board.

Pending Bond Revenue Sources

Mrs. Corkrum would like to have a listing of all of the county bonds and all of their proper names. Ms. Coffland said we are in the process of preparing that list of bonds and each funding source.

Ms. Coffland reviewed an estimate of Fund #280-000-002, GO 1999 Distressed Capital Bonds. The information was reviewed to help the Board consider a new proposed bond.

The Board reviewed a list and budget figures of TRAC projects that were approved and the actual amounts for projects that have been completed. The projects were all approved. However, not all of the funds were transferred from the .08 funding at the time. Mr. Bowen said two projects that had received Board approval previously will not be done at this time because of lack of funds: the rodeo arena study and purchase of food and beverage equipment. The other projects that have been approved will be completed at this time. If there is funding available, it is possible that some of the food and beverage equipment will be purchased.

Mr. Bowen said the Board approved the storage shed project which was estimated to cost \$30,000. However, the actual cost has been about \$114,000 including labor from in-house carpenters. The shed was originally going to be a pole structure but the City of Pasco required a steel structure. The materials for the pole structure could not be returned. They were sent to auction. The auction proceeds are unknown at this time. The City of Pasco required additional work from the original plans that were submitted including stem wall, concrete work, cement block, fire suppression system, and electricity. Initially the City of Pasco told TRAC staff that it would be okay to put the wooden building up. Mr. Bowen described what happened from the City of Pasco's approval process.

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This year's payment for a proposed new bond would be principal \$140,000 and interest \$24,000. Mr. Brock and Mrs. Corkrum both asked that only the principal amount be paid this year with no interest.

Ms. Coffland left the meeting.

Hay Group

The Hay Group is doing Franklin County's Classification and Compensation study. Mr. Bowen gave an update on training from the Hay Group that occurred last week regarding how to do evaluations.

Local Housing Trust Fund "Oversight Committee"

The Board decided to appoint Assistant Planning Director Greg Wendt to the Oversight Committee for Affordable Housing. A commissioner will continue to be involved as well.

Corrections Center Expansion request

Mr. Bowen asked for approval to send letters to local legislators asking for funding help for a Corrections Center expansion.

Motion – Mr. Brock: I move that we send letters asking for funding for expanding the jail to 9th, 8th and 16th District legislators. Second by Mr. Koch. 3:0 vote in favor.

(Exhibit 14)

Name Plates

The Board approved ordering new matching name plates for the Commissioners Meeting Room.

Name Tags

Mr. Koch requested having consistency on name tags for county employees. Mr. Bowen will find out more information.

Facility and Grounds Crew

Mr. Bowen recommended having a facility and grounds crew to handle all Franklin County grass and parking lot areas. The areas include the Road 42-48 soccer field, TRAC grounds, jail grounds, Courthouse Annex parking lot, and Courthouse grounds. He is recommending taking one staff member from the Maintenance crew and

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one from TRAC to handle the work with the possibility of a third person also included. The job would be to take care of the grounds including sprinkler maintenance, grass, and snow removal. If there is extra time available, they could assist with other tasks in the county. TRAC would be charged for the cost of the maintenance.

The Health District has requested that the county enter into a contract with them for maintenance of the Courthouse Annex.

The Board gave approval for Mr. Bowen to look into making a change to the maintenance work.

OTHER BUSINESS

Minutes


Motion – Mr. Koch: I move for the approval of the Commissioners minutes for July 19, 2006. Second by Mr. Brock. 3:0 vote in favor.


Adjourned at 12:17 p.m.

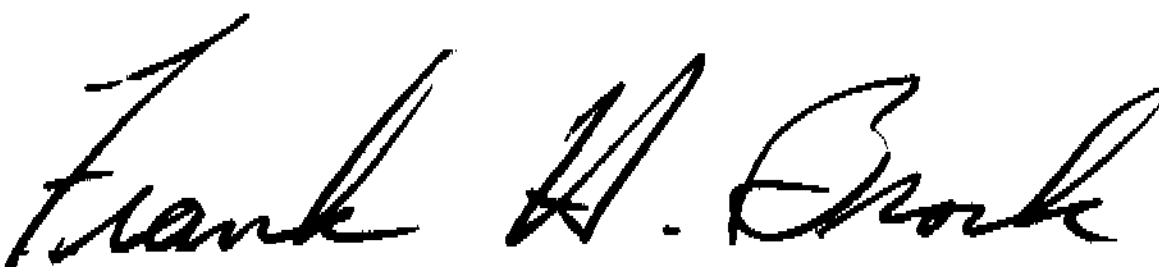
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until July 27, 2006.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk to the Board

Approved and signed July 31, 2006.

July 24, 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

July 24, 2006

Mr. Tim Woodward
1491 Fairfield Drive
Pasco, WA 99301

Dear Tim:


Please accept our deepest gratitude for the five years of dedicated service you have given to Franklin County as the Extension Educator in Agronomy.

Your expertise, dedication to the County and professionalism is very much appreciated. We wish you the best in your future endeavors.

Enclosed please find a certificate of appreciation as a token of our gratitude and a pencil sketch of the Courthouse for your enjoyment.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chairman


Robert E. Koch, Chairman Pro Tem


Frank H. Brock, Member

Enclosures - 2

cc: Kay Hendrickson, WSU Extension Director

CERTIFICATE OF APPRECIATION

awarded to:

TIM WOODWARD

FOR DEDICATED SERVICE
TO FRANKLIN COUNTY AS THE
WSU EXTENSION EDUCATOR
IN AGRONOMY

MAY 1, 2001
THROUGH
JUNE 30, 2006

Presented by
THE BOARD OF FRANKLIN
COUNTY COMMISSIONERS

Robert E. Koch, Chairman

Robert E. Koch, Chairman Pro Tem

Frank H. Brock, Member

July 24, 2006

July 24, 2006

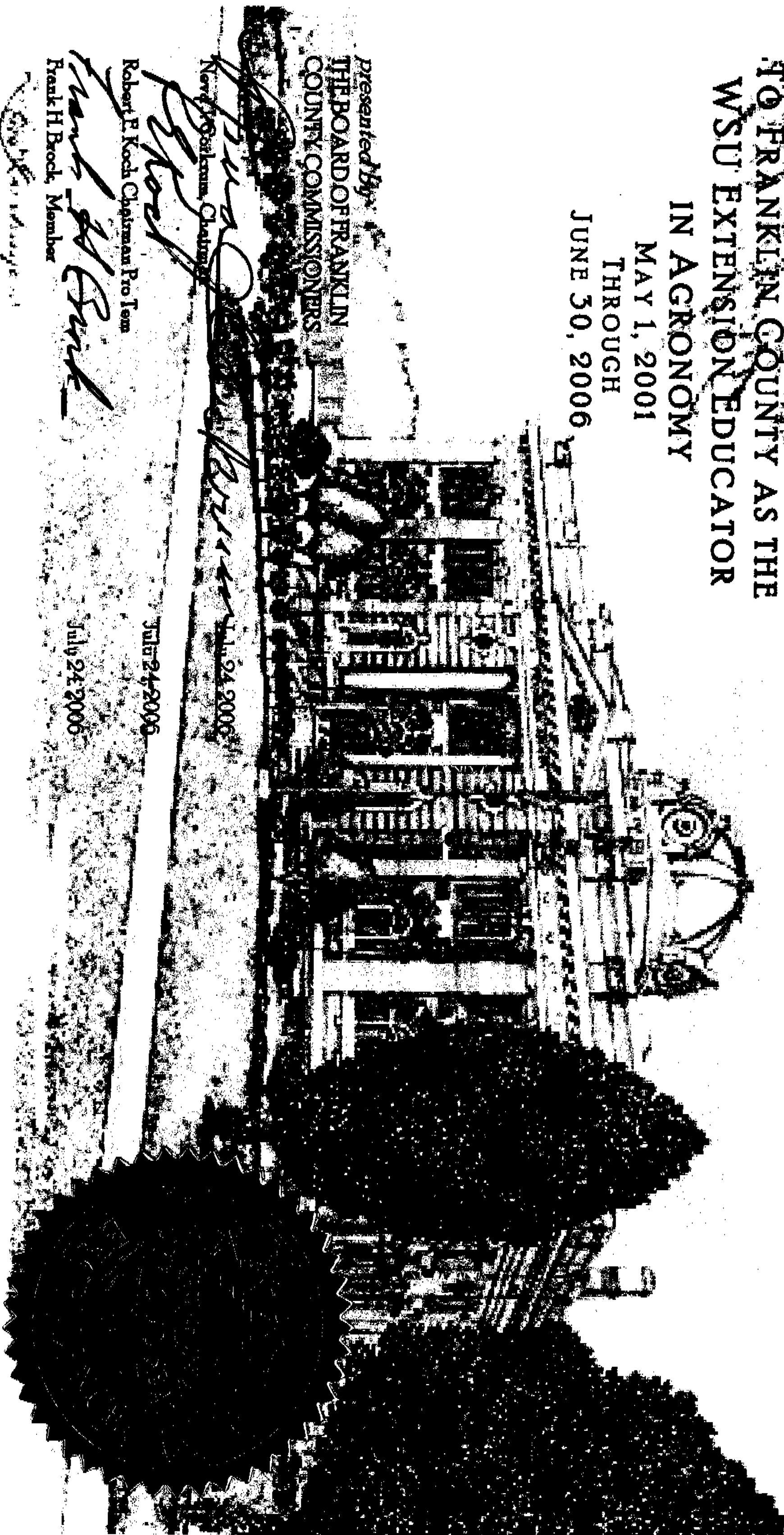


EXHIBIT 2
Franklin County Auditor

July 24, 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

July 24, 2006

Franklin County Commissioners:

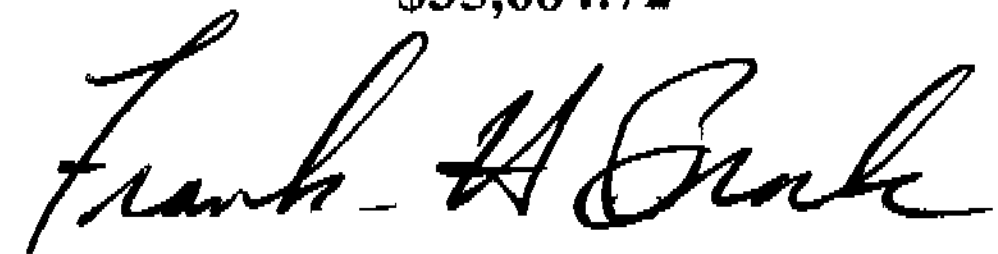
Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, July 24, 2006,
Move that the following warrants be approved for payment:



FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
FC Capital Projects Fund	118-120	\$174,500.00
TRAC Operations	9715	\$8,797.95
Solid Waste	2107	\$694.48
Current Expense	52099-52121	\$35,684.72

In the amount of \$219,677.15. The motion was seconded by
And passed by a vote of 3 to 0



Accounting
545-3505

Elections
545-3538

Recording
545-3536

Licensing
545-3533

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Connell Grain Growers	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: July 24, 2006	Execute Contract	Public Hearing
Subject: CUP 2006-06, a conditional use permit for a commercial grain storage operation.	Pass Resolution	X 1st Discussion
	Pass Ordinance	2nd Discussion
Prepared By: Greg Wendt	Pass Motion	X Other: <i>Public Meeting</i>
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

This is a CUP application for a commercial grain storage operation. The site has historically been utilized for grain storage purposes and is known as the Frishchnect Station. The land is located in the Agricultural Production 20 (AP-20) Zoning District.

The operation consists of two (2) sites that are currently used for grain storage purposes. The parcels are adjacent to each other across Paradise Road, near the intersection of Warehouse Rd and Paradise Rd which is northwest of Connell.

SUMMARY

The Planning Commission held a public hearing on July 11, 2006 and recommended **APPROVAL** (unanimous vote) with the following **six (6) findings of fact and (10) ten conditions**.

Findings of Fact:

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

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Conditions of Approval:

1. This is a CUP application for a commercial grain storage operation. The site has historically been utilized for grain storage purposes and is known as the Frishchnect Station. The land is located in the Agricultural Production 20 (AP-20) Zoning District. The Comprehensive Plan designation for the property is Agricultural.

The operation consists of two (2) sites that are currently used for grain storage purposes. The parcels are adjacent to each other across Paradise Road (near intersection of Warehouse Rd and Paradise Rd). The parcel on the north side of Paradise will be generally used for commercial grain bin storage while the parcel to the south will continue to be used for similar purposes but also includes a corn dryer and scale.

The two properties involved in the CUP are located northwest of the City of Connell, east of Warehouse Road, on the north and south sides of Paradise Road. Parcel Number(s) 109-450-042 (.25 acres) and 109-520-038 (1.12 acres).

2. Franklin County Public Works has stated that approach permits are required for any new approaches onto county roads. Also, the operation is located in an area of Franklin County not served by all weather roads. This means that depending on the severity of winter, the roads may be restricted from carrying legal loads during freeze/thaw periods of late winter/early spring.
3. The Health Department has no objections provided there are no permanent employees that would require an approved public water supply.
4. The property shall remain free of any fire hazards, including but not limited to weeds, debris and dust. Also, a fire lane shall be maintained that will allow for emergency and fire equipment to enter the site.
5. CUP 2006-06 shall be commenced at the site within 6 months of CUP approval.
6. All new construction on the site requires approval of the Building Department.
7. Any discontinuance or abandonment of the approved use for a period of one (1) year shall null and void this approval.
8. Nothing in this CUP approval shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinances, or regulations applicable to this project.

Action Summary

CUP-2006-06

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9. This permit applies to the described lands and shall be for the above named individual and/or his heirs and or assigns. Any transferring of this permit will require that notice be granted to the Franklin County Planning Department or the permit will be cancelled. It cannot be transferred to another site.
10. Future truck scales proposed for the site shall comply with the Building Department's requirements prior to and during construction.

MOTION

Grant approval to Conditional Use Permit Application CUP-2006-06, subject to the six (6) findings of fact and ten (10) conditions.

FRANKLIN COUNTY ACTION SUMMARY

Agenda Item: Quail Bluff LLC	TYPE OF ACTION NEEDED	Consent Agenda
Meeting Date: July 24, 2006	Execute Contract	
Subject: SUB-2006-03, to subdivide 20 acres into fourteen (14) single-family residential lots.	Pass Resolution	X
	Pass Ordinance	
Prepared By: Greg Wendt	Pass Motion	X
		Other: <i>Public Meeting</i> ** Preliminary Approval
Reviewed By: Jerrod MacPherson	Other	

BACKGROUND INFORMATION

The applicant has submitted a preliminary plat to subdivide approximately 20 acres into fourteen (14) single-family residential lots. The property is zoned Rural Community 1 (RC-1). The average lot size in the development is approximately 1 acre with the largest lot being 2.68 acres.

The 20 acres of land is located north of the City of Pasco, west of Taylor Flats, east of Kohler Road, along the west side of the north-south portion of Dent Road (126-150-030).

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

SUMMARY

At the regularly scheduled Planning Commission hearing on July 11, 2006 the Planning Commission voted to forward a positive recommendation (**unanimous decision**) for this application to the Board of County Commissioners subject to the following **six (6) findings of fact and nine (9) conditions of approval**:

Findings of Fact:

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

Action Summary
SUB-2006-03
Page 2

Conditions of Approval:

1. The applicant has submitted a preliminary plat to subdivide approximately 20 acres into fourteen (14) single-family residential lots. The property is zoned Rural Community 1 (RC-1). The average lot size in the development is approximately 1 acre in size and the largest lot is approximately 2.68 acres.

The land is located within the Rural Shoreline Area as designated in the Franklin County Comprehensive Plan. The 20 acres has frontage along the north-south portion of Dent Road and the developer is proposing that the development be provided with irrigation water. The lots will be eligible for septic tanks and single-family wells, subject to Health approval.

The 20 acres of land is located north of the City of Pasco, west of Taylor Flats, east of Kohler Road, along the west side of the north-south portion of Dent Road (126-150-030).

2. County Public Works Department:

- a. In accordance with Franklin County's Subdivision Ordinance section 6.3(2), the final plat shall be accompanied with closure notes showing the calculations and method of balancing used for error of closure;
- b. The 60 feet of right of way for Quail Bluff Loop and the 30 feet of right of way for Dent Road shall be shown on the plat as dedicated;
- c. The owner(s) shall construct Quail Bluff Loop shown on the plat to the current county standards for hard surfaced roads. They (the owners) shall also submit design and construction plans certified and stamped by a licensed professional engineer including drainage notes, calculations or statements on how the drainage will be taken care of. The drawings shall be as-built after construction and a Mylar copy submitted to Public Works for their records prior to being accepted into the county road system.
- d. The owner(s) shall also construct an Emergency Access Road within the 20 foot easement shown on the plat in lieu of a cul-de-sac turn around for emergency vehicles to the current county standard for this type of road.
- e. **Add the following notes to the plat:** I) Approach permits are required for any new approaches onto county roads.; II) Lot owners shall agree to participate in future L.I.D. / R.I.D. for roads, drainage, curb and gutters, streetlights, storm sewers, water, and/or sanitary sewers; III) Franklin County is not responsible for the maintenance of private roads or emergency access roads, nor shall such road be accepted as a County Road until it is improved to current county standards.

3. Applicant shall meet and comply with the standards of the **Benton-Franklin Health Department**. (See letter dated June 20, 2006).

Action Summary
SUB-2006-03
Page 3

4. Applicant shall meet and comply with the standards of the **Franklin PUD or Big Bend Electric Inc.** Utility boundaries may be changing in this area and this development may switch from the PUD jurisdiction to Big Bend REA according to the applicant. At the time of application, the development was in the PUD boundaries. If boundaries change, then the applicant shall comply with Big Bend REA standards. The PUD submitted the following requirements for this development---provide a 10' wide utility easement on both the north and south sides of Quail Bluff Loop for all lots. This includes that portion of Quail Bluff Loop that turns in a north-south direction between lots 8 and 9. An additional 10' wide easement along the east and south property lines of Lot 7 is also required.
5. Prior to final review and approval the applicant shall submit a copy of the Final Plat to the **County GIS Dept** for review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.
6. Applicant shall meet and comply with the requirements of the **Bureau of Reclamation**. Please see letter addressed to the Planning Department dated June 9, 2006.
7. **South Columbia Basin Irrigation District:** Since a portion of Farm Unit 74 does not have a water right, the District requires (prior to signing off on the plat) that the water right within the proposed subdivision be released and a municipal and industrial contract be obtained from the US Bureau of Reclamation to serve all lands. Farm Unit 74 currently has one turnout located at the NE corner of the farm unit. This will continue to be the legal point of delivery and the District will not allow additional turnouts to serve individual lots. The District recommends that a pond with sufficient storage capacity be constructed to provide irrigation water to each lot through a pressurized system or a gravity system (with overflows back to the pond), both administered through a homeowners association. The District does not allow return flow or back flooding of the turnout.
8. The developer and/or the property owner(s) shall maintain this subdivision free of any fire hazards, including but not limited to weeds, debris, and/or other nuisances. This area is located in FD #3 of Franklin County - State of Washington.

The following separation standards shall be required for all new structures on each lot or parcel: Unless there is a fire hydrant located within 500 feet of the proposed building or structure—

- 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.

Action Summary
SUB-2006-03
Page 4

9. The **County Planning Department** has determined the following for this application:
- a. The land to be subdivided is zoned Rural Community 1 (RC-1).
 - b. The land is located within the Rural Shoreline Area as designated in the Franklin County Comprehensive Plan.
 - c. The Final Plat shall be developed by a licensed Surveyor.
 - d. Applicant has stated that an **approved irrigation source** (separate from individual lot owners exempt single family wells) will be provided. With this, the development shall be in accordance with Department of Ecology and Department of Health standards for the use of single-family wells with an outside irrigation source.
 - e. Applicant shall provide verification that an **approved irrigation source** will be provided to the lots. This shall be completed prior to final plat approval. If this verification cannot be provided, re-application of the subdivision plat shall occur and compliance with the State Department of Health and Department of Ecology standards for single-family wells shall continue to apply.
 - f. **The following language shall be put on the face of the plat:** 1) All lots within this development are collectively limited to **NO** more than 5,000 gallons a day of ground water with-drawl from the individual exempt wells; and 2) All lots within this development shall at all times have an outside irrigation source (separate from individual single-family wells) provided to them for the life of this development.
 - g. Any structure that is proposed to be placed on a slope that is 15% or greater shall obtain and comply with the requirements of a geo-technical engineered report at the time of building permit review. **This statement shall be placed on the plat.**
 - h. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided. **This statement shall be placed on the Plat.**
 - i. The land shall be in compliance with the County Fire and Nuisance codes at all times.
 - j. The following shall be complied with for Enhanced 911 Emergency purposes: Address blocks shall be provided for all new lots. Addresses should be gained via the Planning Department in coordination with the County's Enhanced 911 Coordinator.

Action Summary
SUB-2006-03
Page 5

- k. The Final Plat shall be developed in accordance with the County Subdivision Ordinance. See Chapter 6 of Ordinance 03-2000 for specifications. Signature blocks and requirements shall be provided for the following: Franklin PUD or Big Bend REA; Chair, Franklin County Planning Commission; Chair, Board of County Commissioners; United States Bureau of Reclamation; South Columbia Basin Irrigation District; Benton Franklin Health Department; County Engineer; County Treasurer; County Assessor; and County Auditor.
- l. Lots 1-14 are subject to Park Dedication Fees (\$50.00 per new lot/expected new dwelling unit). These fees may be paid prior to recording the final subdivision plat or at the time when a building permit is to be issued for the applicable lot(s). If the applicant chooses to not pay the fees prior to recording, then **a statement shall be placed on the plat** stating that Park Dedication Fees apply to Lots 1-14 and shall be paid prior to building permit issuance for a new home on each applicable lot.
- m. Preliminary plat approval is valid for a five (5) year period following approval by the Board of County Commissioners.
- n. After final plat recording, one (1) paper copy and one (1) electronic copy (disk, cd, or e-mail-pdf) of the recorded plat shall be distributed to the Planning Director and one (1) paper copy to the County Assessor.

MOTION

Grant approval of subdivision application SUB-2006-03, subject to **the six (6) findings of fact and nine (9) conditions.**

Commissioners' Date Stamp:

TRANSMITTAL**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Juvenile**
 Dept Name: **Contract Fee for Service**

Fund Number: **0115-101**
 Dept Number: **173**

Request Summary**Expenditure**

BARS Number	Item Name	Supplement Amount	Revised Budget
527.400.4103	Professional Services	\$12,648	\$105,978
594.273.6401	Capital Equipment	\$18,000	\$18,000
Total Supplement		\$30,648	

Revenue

Fund Number	Item Name	Amount
334.04.6051	BECCA (Fee for Service Carry Forward)	\$30,648
Total Revenue		\$30,648

Basis for Supplement (Attach Documentation as Appropriate):

Both Boards of County Commissioners approved the Juvenile Department to move forward with a contract with ARAMARK to supply on-site Juvenile Detention food services. This supplement covers costs for four months effective September 1, 2006 through December 31, 2006.

Commissioners

Benton County

Approved for Hearing ☐

Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER

Commissioners

Franklin County

Approved for Hearing ☒

Denied ☐

CHAIRMAN

COMMISSIONER

COMMISSIONER



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FRANKLIN COUNTY PUBLIC WORKSEASE

41.00 Franklin Co, WA

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, hereinafter "Agreement" entered into this _____ day of _____, 2006, by and between FRANKLIN COUNTY, WASHINGTON, hereinafter referred to as the Grantor, and GREEN ENERGY TODAY, LLC, hereinafter referred to as the Grantee.

WHEREAS, the Grantor owns and has title to the said real property (hereinafter also referred to as "Grantor's Real Property") described as:

PARCEL NO. 126-200-039

THE NORTH 880 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH 880 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST W.M., FRANKLIN COUNTY, WASHINGTON. LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

PARCEL NO. 126-200-048

A STRIP OF LAND IN GOVERNMENT LOT 1 IN SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BETWEEN A LINE 360 FEET NORTH AND PARALLEL WITH THE NORTH LINE OF FARM UNIT NO. 5, NOW KNOWN AS FARM UNIT NO. 101 OF SOUTH COLUMBIA BASIN IRRIGATION BLOCK NO. 1 AND WESTERLY FROM THE WESTERLY LINE OF THE COUNTY ROAD AS NOW LOCATED, TO THE EAST BANK OF THE COLUMBIA RIVER, AS RECORDED ON THE 10TH OF OCTOBER, 1952 IN VOL. 79, PAGE 349, FRANKLIN COUNTY AUDITORS FILE NO. 148230.

PARCEL NO. 126-200-020

THE NORTHERLY TWO HUNDRED FIFTY-FIVE (255) FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) AND THE NORTHERLY TWO HUNDRED FIFTY-FIVE (255) FEET OF GOVERNMENT LOT ONE (1) OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TWENTY-EIGHT (28) EAST, WILLAMETTE MERIDIAN.

SUBJECT TO PRESENTLY USED RIGHTS OF WAY FOR CANALS, DITCHES, FLUMES, PIPE LINES, RAILROADS, HIGHWAYS, ROADS, TELEPHONE, TELEGRAPH, AND POWER TRANSMISSION LINES, CREATED IN FAVOR OF THE PUBLIC OR PUBLIC UTILITIES. AS RECORDED ON THE 18TH DAY OF NOVEMBER 1957 IN VOL. 96 PAGE 216, FRANKLIN COUNTY AUDITORS FILE NO. 189084.

ALSO SUBJECT TO A US ARMY CORP OF ENGINEERS FLOWAGE EASEMENT, MCNARY LOCK AND DAM TRACT SS-3700E AS RECORDED ON THE 6TH DAY OF OCTOBER, 1954



IN VOL. 86, PAGE 245, FRANKLIN COUNTY AUDITORS FILE
NO. 162531, AND

WHEREAS, the Grantor desires to grant and convey to Grantee a non-exclusive easement over and across Grantor's Real Property to allow the Grantee to use said portion of property herein described in Section 1 in accordance with the provisions set forth in this Agreement;

NOW THEREFORE, IT IS AGREED:

1. Conveyance of Easement. Grantor, for and in consideration of the payment of One Dollar (\$1.00) the receipt of which is hereby acknowledged, hereby grants, assigns, and conveys to the Grantee, its successors and assigns, a non-exclusive easement over and across that portion of Grantors' Real Property as referenced in the attached and incorporated herein Exhibit A and as legally described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BEING A UNITED STATES BUREAU OF RECLAMATION BRASS CAP (1942); THENCE N 89°55'59" W ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 444.44 FEET TO THE CENTER OF A COUNTY ROAD KNOWN AS COLUMBIA RIVER ROAD; THENCE S 09°38'56" E ALONG THE CENTER OF SAID ROAD A DISTANCE OF 213.93 FEET TO A START OF A CURVE TO THE LEFT (WHICH RADIUS BEARS N 80°21'04" E A DISTANCE OF 1909.83 FEET); THENCE ALONG SAID CURVE AN ARC DISTANCE OF 44.87 FEET AND A CENTRAL ANGLE OF 01°20'46" A CHORD BEARING OF S 10°19'19" E AND A CHORD DISTANCE OF 44.87 FEET; THENCE N 89°55'59" W A DISTANCE OF 30.56 FEET TO THE WESTERLY RIGHT OF WAY OF SAID COLUMBIA RIVER ROAD AND THE START OF A CURVE TO THE LEFT (WHICH RADIUS BEARS N 79°10'41" E A DISTANCE OF 1939.83 FEET) AND THE POINT OF BEGINNING;

THENCE ALONG SAID CURVE ALONG THE WESTERLY RIGHT OF WAY OF SAID COLUMBIA RIVER ROAD WITH AN ARC DISTANCE OF 296.90 FEET AND A CENTRAL ANGLE OF 08°46'09", A CHORD BEARING OF S 15°12'23" E AND A CHORD DISTANCE OF 296.61 FEET; THENCE LEAVING SAID RIGHT OF WAY S 89°54'34" W A DISTANCE OF 84.66 FEET TO THE START OF A CURVE TO THE RIGHT (WHICH RADIUS BEARS N 71°12'38" E A DISTANCE OF 2019.83 FEET); THENCE ALONG SAID CURVE AN ARC DISTANCE OF 296.27 FEET, A CENTRAL ANGLE OF 08°24'15", A CHORD BEARING OF N 14°35'15" W AND A CHORD DISTANCE OF 296.01 FEET; THENCE S 89°55'59" E A DISTANCE OF 81.41 FEET TO THE POINT OF BEGINNING. (CONTAINING .54 ACRES)



2. Easement Purposes. The purpose of said non-exclusive easement is to allow the Grantee or its assigns authority to use for ingress and egress a roadway on Grantor's Real Property herein described in Section 1 that accesses Grantee's or its assigns adjacent real property described as Parcel No. 126-200-020 per Exhibit A.

No provision herein intends to limit Grantee's authority to perform any and all acts required by an order of the Federal Energy Regulatory Commission or its successor agency, without prior approval of any other party, regarding the Commission's authorization of the hydroelectric power generating facility on Parcel No. 126-200-020.

3. Compensation. For purposes of this Agreement, the Grantor shall be compensated as follows: One dollar (\$1.00) from Grantee to Grantor upon signing of this Agreement the receipt of which is hereby acknowledged. The Grantor shall have no compensation obligations unless otherwise specifically provided for in this Agreement.

4. Easement / Roadway Construction and Maintenance. Upon prior written approval of the Franklin County Public Works Director (Director) and approval of all required permitting processes, the Grantee or its assigns are authorized to construct an access roadway on Grantor's Real Property herein described in Section 1.

All construction activities conducted on Grantor's Real Property by Grantee or its assigns, excluding ordinary maintenance and use permitted through this Agreement, must receive the prior written approval of the Director and include approval of all required permitting processes. The Grantee or its assigns shall provide to the Director for consideration all necessary designs, diagrams, plans, studies, reports, and other documentation pertaining to the proposed construction.

All work to be performed by Grantee on Grantor's property shall be in accordance with the plans submitted to and approved by the Director and shall be completed in a careful and workmanlike manner to the Director's satisfaction, free of claims or liens. Upon completion of construction of the roadway on Grantor's Real Property, and upon completion of any subsequent work performed by Grantee on Grantor's Real Property, Grantee shall remove all debris and restore the surface of the property, excluding the roadway, to better or similar conditions prior to the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed during construction.

The cost of any improvements, repairs, construction, reconstruction, installation, maintenance, or activities required of Grantee on Grantor's Real Property shall be borne by Grantee.



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5. Right of Ingress and Egress on Easement / Roadway. The Grantor, Grantee, and the public shall have an unrestricted right of ingress and egress upon the roadway located on Grantor's Real Property herein described in Section 1. The unrestricted right of ingress and egress shall extend to the Grantee's employees, invitees, assigns, and guests.

6. Use and Activities. No activities conducted by Grantee or its assigns on said Property shall reasonably interfere with Grantor's, its assigns or underlying easement holder's, or neighboring property owner's use of their properties or rights hereto. Grantor or its assigns shall not reasonably interfere with Grantee's use of said Property authorized by this Agreement.

7. Changes to Easement / Roadway. In the event the Grantor reasonably determines that relocation, alteration, restoration, and other changes or repairs to the roadway are necessary the Grantee shall promptly accomplish and pay for all costs associated with such changes. Grantor shall give Grantee reasonable advance notice of Grantor's intent for Grantee to accomplish changes or repairs in order to permit Grantee an opportunity to review the reasonableness of Grantor's determination as to the necessity for such changes or repairs, except in the following instances: (a) where Grantee has requested such changes or repairs or (b) where an emergency requires immediate action by Grantor for the protection of other persons or its property.

8. Duration and Easement to Run With Land. Absent termination or extinguishment of this easement as specified in this Agreement, the grant of this easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

9. Enforcement. In the event Grantor, Grantee, or the successors or assigns of either, undertake or pursue any action or proceeding to enforce this Agreement, the predominantly prevailing party in such action or proceeding shall be entitled to recover its costs, expenses and reasonable attorneys' fees, including attorney fees on appeal.

10. Termination for Breach. In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of Grantor's giving Grantee written notice thereof, or if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantee's rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default.

11. Release of Obligations on Termination. No termination of this Agreement shall release Grantee or its assigns from any liability or obligation with respect to any matter occurring prior to such termination.



12. **Release and Indemnity.** The Grantee and its assigns does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of errors, omissions, or negligence of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to release and indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole errors, omissions, or negligence of Grantor or Grantor's agents or employees.

13. **Insurance.** During the course of any of Grantee's construction activities or other substantial activities on Grantor's Real Property and prior to commencement thereof, Grantee shall submit to Grantor certificates of insurance in a form approved by Grantor evidencing that Grantee or Grantee's contractors have comprehensive general liability coverage (including broad form contractual liability coverage) satisfactory to Grantor with limits no less than the following:

Bodily Injury Liability, including automobile bodily injury liability	\$2,000,000 each occurrence
Property Damage Liability, including automobile property injury liability	\$2,000,000 each occurrence

14. **Notices.** All other notices shall be made in writing to the following address, unless otherwise provided for in writing:

For Grantor: Franklin County
Attn: Director of Public Works
3416 Stearman Avenue
Pasco, WA 99301

For Grantee: Green Energy Today, LLC
1305 Mansfield – Suite 6
Richland, WA 99352

15. **Waste.** The Grantee agrees not to commit or permit waste (i.e. abuse, unreasonable, or improper use, or deterioration of Grantor's Real Property.)

16. **Extinguishment.** In the event said Real Property of the Grantor undergoes an unexpected and significant change in conditions rendering it impossible or impractical to continue use of the said Real Property for the intended purposes of this easement, such easement may be extinguished by written agreement of the parties. Absent other written agreement of the parties, upon extinguishment of easement Grantee shall remove all of Grantee's property from Grantor's Real Property at Grantee's expense and return Grantor's Real



Property similar to its original condition if requested by Grantor in the written agreement to extinguish easement.

17. Governing Law, Jurisdiction, and Venue. The terms of this Agreement shall be construed in accordance with the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Franklin County, Washington.

18. Compliance with Laws. The parties agree to comply with all applicable current or future federal, state, and local laws, rules and regulations.

19. Amendments. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual written consent. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

20. Assignment. Grantee shall not assign its rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld. No assignment of the privileges and benefits accruing to Grantee herein and no assignment of the obligations or liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of Grantor, which shall not be unreasonably withheld.

21. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

22. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

No Real Estate Excise Tax Paid
 This Instrument Exempt Under R.C.W. 82.45
 Treasurer, Franklin Co.

024636 JL 26 06

FRANKLIN COUNTY TREASURER



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FRANKLIN COUNTY PUBLIC WORKSEASE

41.00 Franklin Co, WA

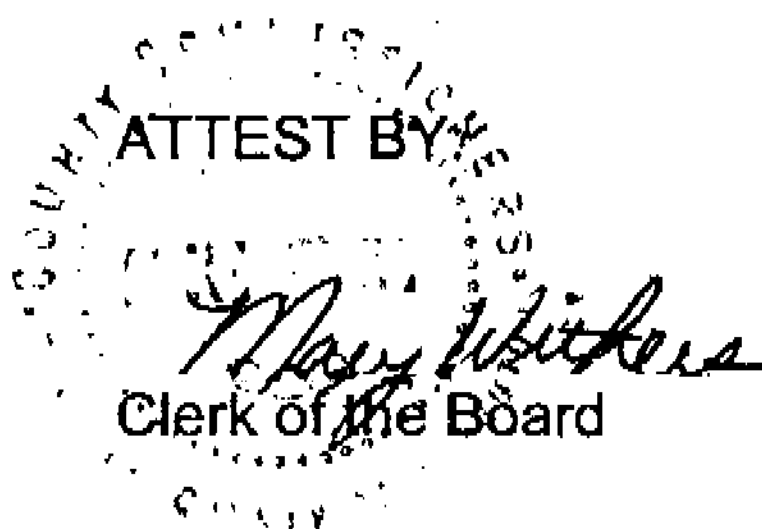
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written and upon execution this Agreement shall be recorded with the Office of the County Auditor, Franklin County, Washington.

GRANTEE
GREEN ENERGY TODAY, LLC

By:

JERRY STRAALSUND

GRANTOR
BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

NEVA J. CORKEUM, CHAIRPERSON
ROBERT E. KOCH, CHAIR PRO TEM
FRANK H. BROCK, MEMBER

APPROVED AS TO FORM:

Tim Fife, County Engineer
Franklin County Public Works Director

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

Ryan E. Verhulp
Deputy Prosecuting Attorney



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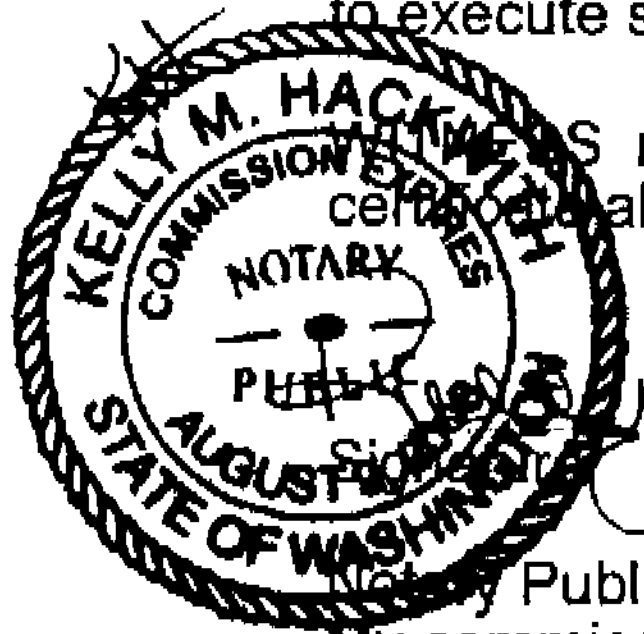
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 41.00 Franklin Co. WA

STATE OF WASHINGTON

THE COUNTY OF BENTON

} ss: (GRANTEE'S ACKNOWLEDGMENT)

On this 25th day of July, 2006, before me, personally appeared Terry L. Stralsund to me known to be the CEO of GREEN ENERGY TODAY, LLC, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of GREEN ENERGY TODAY, LLC for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said Agreement for and on behalf of GREEN ENERGY TODAY, LLC.



I, Kelly M. Hackwith, my hand and official seal hereto affixed the day and year in this certificate above written.

Kelly M. Hackwith
 Print or type name of notary

Notary Public in and for the State Washington, residing at Pennewick, WA
 My commission expires 8-1-2008

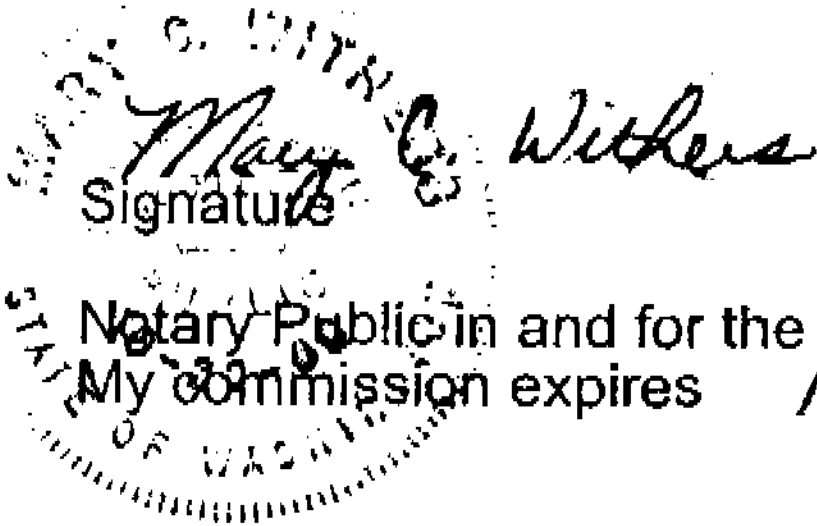
STATE OF WASHINGTON

THE COUNTY OF FRANKLIN

} ss: (GRANTOR'S ACKNOWLEDGMENT)

On this 24 day of July, 2006, before me, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Commissioners of Franklin County, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of Franklin County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said Agreement for and on behalf of Franklin County.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Mary C. Withers
 Signature

Mary C. Withers
 Print or type name of notary

Notary Public in and for the State Washington, residing at Eltopia
 My commission expires 10-29-08

SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.

EXHIBIT 6

July 24, 2006

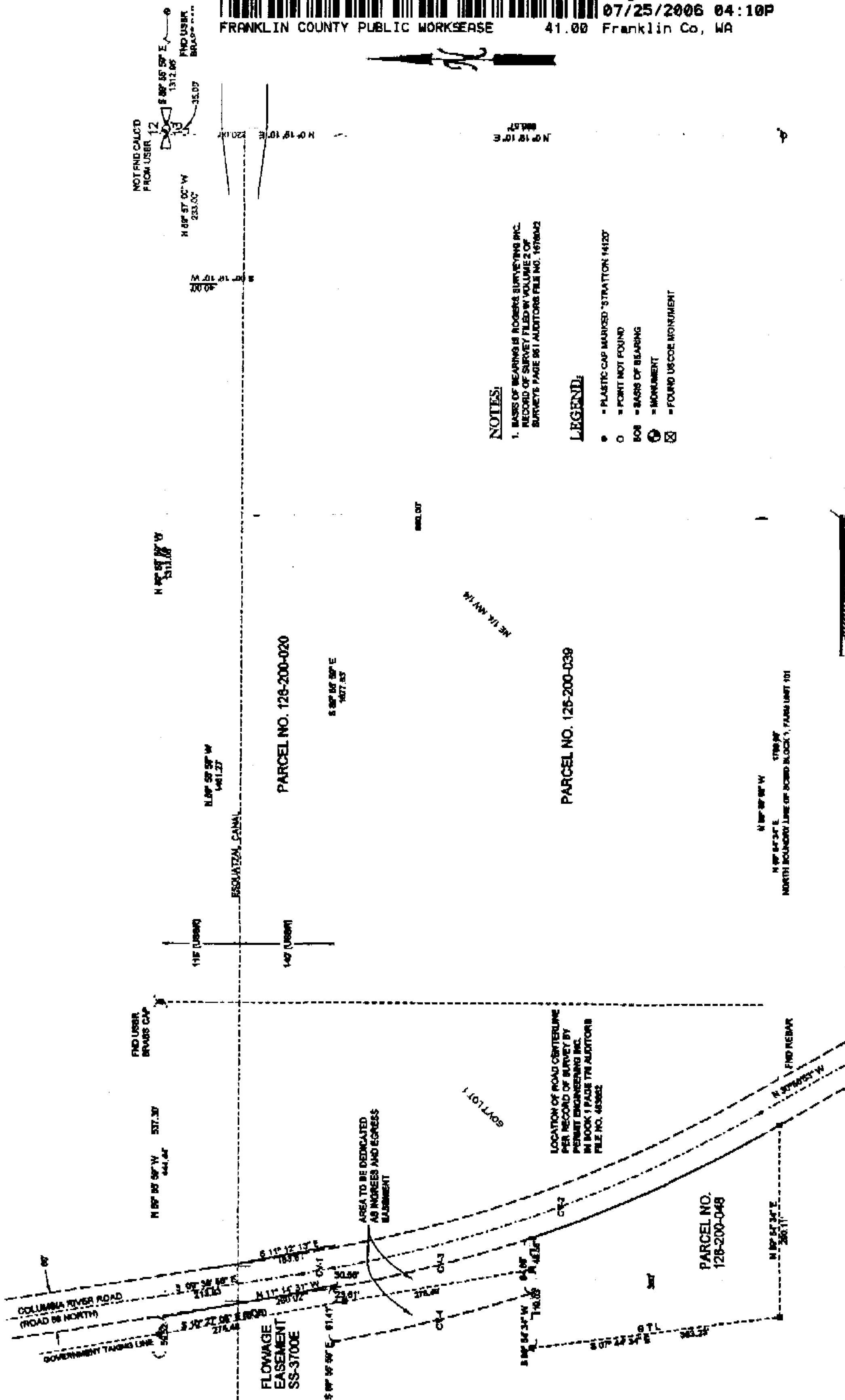


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FRANKLIN COUNTY PUBLIC WORKSEASE

41.00 Franklin Co, WA



NOTES:

1. BASES OF BEARINGS IS ROBERTS SURVEYING INC. RECORD OF SURVEY FILED IN VOLUME 2 OF SURVEYS PAGE 961 AUDITORS FILE NO. 1678042

LEGEND:

- PLASTIC CAP MARKED "STATION 14120"
- POINT NOT FOUND
- ⊙ BAGS OF BEARING
- ⊙ MONUMENT
- ⊙ FOUND USCODE MONUMENT

PROJECT NAME

EXHIBIT MAP
PROPOSED
ACCESS FOR
GREEN ENERGY

SHEET
1 OF 1
SCALE
1" = 100'
FIELD BOOK

FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 Shannon Avenue • Pasco, WA 99301-7104



DATE STAMPED

CURVE DATA

CURVE NAME	DELTA	TANGENT	LENGTH	RADIUS	LONG CHORD	LC BEARING
CV-1	01°20'45" (L)	22.44	44.87	1900.83	44.87	S 10°10'45" E
CV-2	18°58'14" (L)	338.53	688.23	1900.83	682.86	S 20°58'14" E
CV-3	08°48'07" (L)	148.74	298.00	1900.83	298.01	S 18°12'23" E
CV-4	08°24'15" (R)	148.40	298.27	2019.83	298.01	N 14°35'45" E



Scale 1" = 100'

FRANKLIN COUNTY RECORDING Cover Sheet

Return Address:

**Franklin County Public Works
3416 Stearman Ave
Pasco, WA 99301**

**1686761**

Page: 1 of 10

07/25/2006 04:10P

FRANKLIN COUNTY PUBLIC WORKSEASE

41.00 Franklin Co, WA

FORM COMPLETED BY: Karen**PHONE # 545-3514****PLEASE PRINT OR TYPE INFORMATION:****Document Title(s)** (or transactions contained therein):**1. Easement Agreement**

2.

3.

Grantor(s)

(Last name first, first name, middle initials):

1. Franklin County

2.

3.

☐ Additional names on page _____ of document.**Grantee(s), Assignor(s), Trustee(s), and or Beneficiary(s):**

(Last name first, first name, middle initials):

1. Green Energy Today, LLC.

2.

3.

☐ Additional names on page _____ of document.**Legal description** (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)**Sec. 13 Twp 10 N Rge 28**☐ Additional legal is on page _____ of document.**Auditor's Reference Number(s) Include Year(s)** of document(s) assigned or released:☐ Additional names on page _____ of document.**Assessor's Property Tax Parcel/Account Number****126-200-039, 126-200-048, 126-200-020**☐ Property Tax Parcel ID is not yet assigned.☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :
Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEE, WAM ENTERPRISES, INC., a Washington Corporation**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°27'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 520.00 FEET; THENCE NORTH 88°21'34" WEST, 586.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°38'26" WEST, 253.36 FEET; THENCE NORTH 88°21'34" WEST, 291.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF ROAD 68; THENCE NORTH 13°45'10" WEST, ALONG SAID EASTERLY MARGIN, 199.02 FEET TO A POINT OF CURVE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°52'40" AN ARC DISTANCE OF 39.65 FEET TO A POINT OF COMPOUND CURVE AND BEING ON THE SOUTHERLY MARGIN OF RODEO DRIVE; THENCE ALONG A 960.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°30'56" AND HAVING A CHORD BEARING OF NORTH 84°22'58" EAST AND A CHORD DISTANCE OF 242.56 FEET TO A POINT OF TANGENT; THENCE SOUTH 88°21'34" EAST, ALONG SAID SOUTHERLY MARGIN, 86.30 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 1, BINDING SITE PLANE 2006-02, RECORDED UNDER AUDITOR'S FILE NO. 1676945).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

July 24, 2006

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 117-490-107

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington


Neva J. Corkrum, Chairman


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.


(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at Eltopia
My commission expires 10-29-08

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :

Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEES, CARDAN DEVELOPMENT, LLC, a Washington Limited Liability Company, and TERRY MOSS and SUSAN MOSS, Husband and wife, each as to a 50% interest**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLIAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°27'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 520.00 FEET; THENCE NORTH 88°21'34" WEST, 586.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE; THENCE SOUTH 01°38'26" WEST, 253.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°38'26" WEST, 336.49 FEET TO A POINT ON CURVE AND BEING ON THE NORTHEASTERLY RIGHT OF WAY MARGIN OF STATE HIGHWAY SR 182 (E-CR LINE); THENCE ALONG A 500.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°30'48" AN ARC DISTANCE OF 48.11 FEET AND A CHORD BEARING OF SOUTH 82°05'34" WEST AND A CHORD DISTANCE OF 48.09 FEET TO A POINT OF NON-TANGENT; THENCE NORTH 69°22'07" WEST, 174.84 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF ROAD 68; THENCE NORTH 13°45'10" WEST, ALONG SAID EASTERLY MARGIN, 298.27 FEET; THENCE SOUTH 88°21'34" EAST, 291.93 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 2, BINDING SITE PLAN 2006-02, RECORDED UNDER AUDITOR'S FILE NUMBER 1676945).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.


Assessor's Property Tax Parcel/Account Number: 117-490-108

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington


Neva J. Corkrum, Chairman

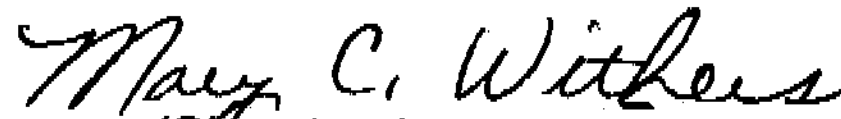

Robert E. Koch, Chair Pro Tem


Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.


(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at Eltopia
My commission expires 10-29-08

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :
Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEES, MOHINDER SOHAL and GURDISH SOHAL, Husband and Wife**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°27'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 520.00 FEET; THENCE NORTH 88°21'34" WEST, 281.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°38'26" WEST, 301.72 FEET; THENCE NORTH 88°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 301.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE; THENCE SOUTH 88°21'34" EAST ALONG SAID SOUTHERLY MARGIN, 305.00 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 3, BINDING SITE PLAN 2006-02 RECORDED UNDER AUDITOR'S FILE NO. 1676945).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

July 24, 2006

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 117-490-109

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chairman

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

Frank H. Brock
Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

Mary C. Withers
(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at *Eltopia*
My commission expires *10-29-08*

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :
Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEE, CMV HOLDINGS, LLC, a Washington Limited Liability Company**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01°27'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 520.00 FEET; THENCE NORTH 88°21'34" WEST, 281.72 FEET TO A POINT ON THE SOUTHERLY MARGIN OF RODEO DRIVE; THENCE SOUTH 01°38'26" WEST, 301.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°38'26" WEST, 349.25 FEET TO A POINT ON CURVE AND BEING ON THE NORTHEASTERLY RIGHT OF WAY MARGIN OF STATE HIGHWAY SR 182 (E-CR LINE); THENCE ALONG A 500.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°14'49" AN ARC DISTANCE OF 316.31 FEET AND A CHORD BEARING OF NORTH 77°01'38" WEST AND A CHORD DISTANCE OF 311.06 FEET; THENCE LEAVING SAID NORTHEASTERLY MARGIN NORTH 01°38'26" EAST, 288.12 FEET; THENCE SOUTH 88°21'34" EAST, 305.00 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 4, BINDING SITE PLAN 2006-02, RECORDED UNDER AUDITOR'S FILE NO. 1676945).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

July 24, 2006

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 117-490-110

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chairman

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

Frank H. Brock
Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

Mary C. Withers
(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at Eltopia
My commission expires 10-29-08

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :
Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEES, RONALD E. ASMUS and TRACEY L. ASMUS, Husband and Wife**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD; THENCE SOUTH 01°38'26" WEST, 180.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°21'34" EAST, 305.00 FEET; THENCE SOUTH 01°38'26" WEST, 186.51 FEET TO A POINT ON THE NORTHERLY MARGIN OF RODEO DRIVE; THENCE NORTH 88°21'34" WEST, ALONG SAID NORTHERLY MARGIN, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 186.51 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 2, BINDING SITE PLAN 2006-03 RECORDED UNDER AUDITOR'S FILE NO. 1676946).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.

2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.

3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

July 24, 2006

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 117-490-075

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chairman

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

Frank H. Brock
Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

Mary C. Withers
(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at *Etopia*
My commission expires *10-29-08*

AFTER RECORDING MAIL TO:

Name: Cascade Title Company of Benton-Franklin Counties
Address: 8203 W Quinault Avenue Suite 10
City, State, Zip: Kennewick WA 99336

Filed for Record at Request of :
Board of Franklin County Commissioners
Franklin County Courthouse
1016 North Fourth Avenue
Pasco WA 99301

SPECIAL WARRANTY DEED

THE GRANTOR Franklin County, a Municipal Corporation for and in consideration of one dollar (\$1.00) and other good and valuable consideration, conveys, and warrants to **GRANTEES, RONALD E. ASMUS and TRACEY L. ASMUS, Husband and Wife**, the following described real estate, situated in the County of Franklin, state of Washington:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°44'32" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 586.59 FEET; THENCE SOUTH 00°15'28" WEST, 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY MARGIN OF BURDEN ROAD AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°44'32" EAST, ALONG SAID SOUTHERLY MARGIN 305.09 FEET; THENCE SOUTH 01°38'26" WEST, 187.71 FEET; THENCE NORTH 88°21'34" WEST, 305.00 FEET; THENCE NORTH 01°38'26" EAST, 180.35 FEET TO THE TRUE POINT OF BEGINNING. (ALSO KNOWN AS LOT 1 OF BINDING SITE PLAN 2006-03, RECORDED UNDER AUDITOR'S FILE NO. 1676946).

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Roads

All roads adjacent to and contiguous with the above-described parcels of property, including but not limited to, those roads commonly referred to as Rodeo Drive, Burden Road, Road 68, Home Run Road, and Convention Place, are to the extent that they are adjacent to any of the above-described properties and are included in the above legal descriptions, subject to their use as roadways, and their use for rights of ways for utilities, irrigation facilities, and other public use.

SUBJECT TO THE FOLLOWING CONDITIONS AS DESCRIBED BELOW:

- 1) The development and construction upon the property must begin within three (3) years of the closing of this sale, and must be completed within five (5) years of the closing of this sale, or, the title to the real property sold upon which development did not occur or was not completed as specified herein, and any improvements located thereon, shall be subject to reversion to Franklin County.
- 2) No hotel(s) or motel(s) shall be developed or constructed on the premises prior to the year 2014, or the title to the real property sold upon which hotel or motel development or construction did occur, and any improvements located thereon, shall be subject to reversion to Franklin County.
- 3) As an additional condition of sale, all the aforementioned contingencies and reversionary interests shall be placed upon the deed and shall survive subsequent transfers of title and run with the land and bind the Grantee and Grantee's heirs, successors, and assigns, and inure to the benefit of Grantor and its successors and assigns for the duration of the contingencies and reversionary interests.

July 24, 2006

The aforementioned conditions of sale, contingencies, and/or reversionary interests shall not be deemed encumbrances or defects for purposes of Grantee's condition of title to real property.

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

Assessor's Property Tax Parcel/Account Number: 117-490-074

Dated: July 24, 2006

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Neva J. Corkrum
Neva J. Corkrum, Chairman

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

Frank H. Brock
Frank H. Brock, Commissioner

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neva J. Corkrum, Robert E. Koch, and Frank H. Brock to me known to be the Board of County Commissioners of Franklin County, Washington, the municipal corporation on behalf of which the within and foregoing instrument was executed, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this instrument above written.

Mary C. Withers
(Signature)

Mary C. Withers
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,
residing at Eltopia
My commission expires 10-29-08

OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Steve M. Lowe
 Dates: July 27- August 1, 2006
 Destination: Santa Fe, NM
 Purpose: NDAA Board mtg / Summer Conf.
 Account/Budget # 001-000-480
 515.43 0001

ESTIMATED EXPENSE




Mileage _____ Miles @ _____ Per Mile \$
 Meals..... \$ 315 —
 Lodging..... \$
 Registrations, Fares \$ 40 —
 Supplies \$
TOTAL..... \$ 355 —

Recommended: 

(Elected Official/Dept. Head)

7/24/06
(Date)

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

July 24, 2006
 , Chair
 , Member
 , Member

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

Original
Advance

Additional
Funds

Returned
Funds

Actual
Expenses

Check No.

Date

Amount

\$

Received by:

July 24, 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

July 24, 2006

Senator Jerome Delvin
201 Irving Newhouse Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Senator Delvin:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

We feel this is a priority for Franklin County and would respectfully request your assistance in seeking any available state funds to help us with the overcrowding conditions as identified in the enclosed correspondence from Jail Captain Rick Long.

Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Senator Mark Schoesler
106A Irving Newhouse Building
P.O. Box 40409
Olympia, WA 98504-0409

Dear Senator Schoesler:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

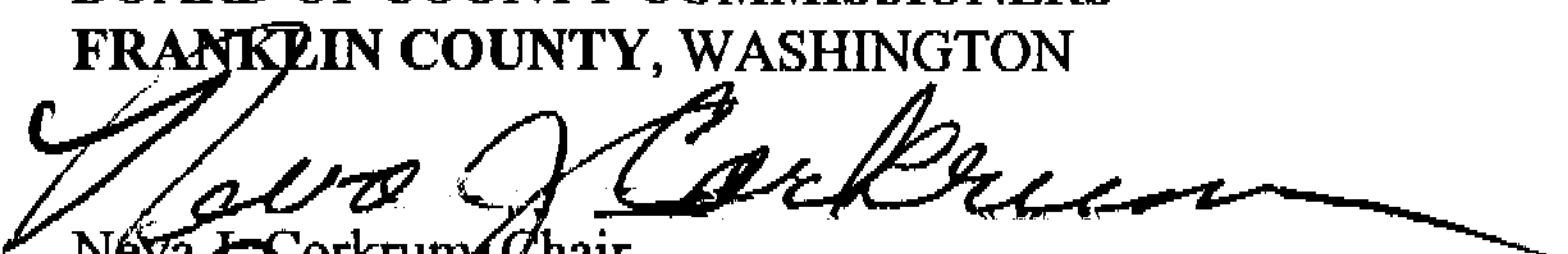
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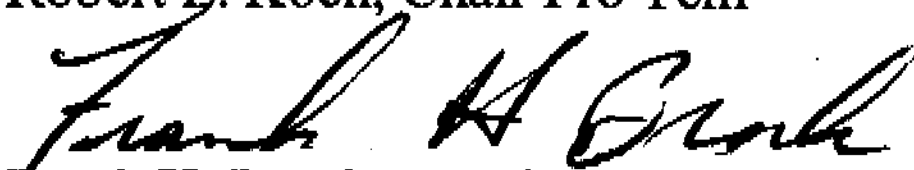
Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative Shirley Hankins
425A Legislative Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Hankins:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

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Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative David Buri
318 John L. O'Brien Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Buri:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

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Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative Don Cox
435 John L. O'Brien Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Cox:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

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Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative Larry Haler
403 John L. O'Brien Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Haler:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

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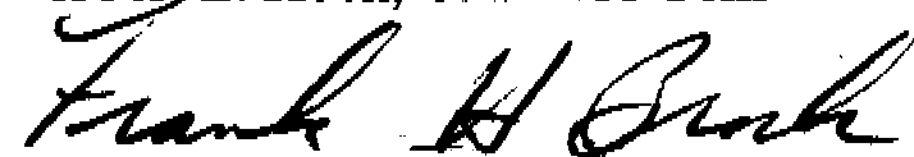
Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

The Honorable Christine Gregoire
Office of the Governor
P.O. Box 40002
Olympia, WA 98504-0002

Dear Governor Gregoire:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

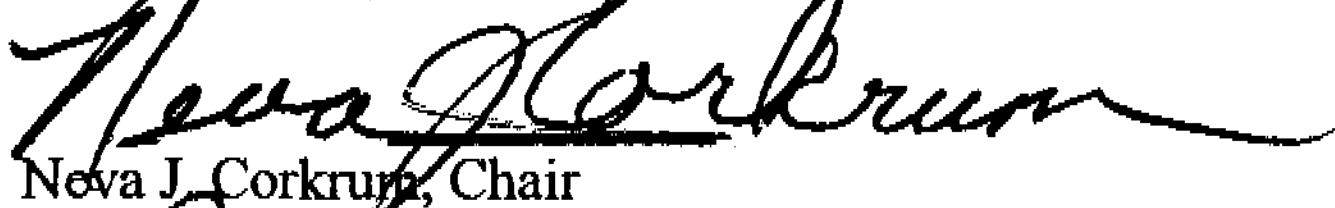
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Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Senator Mike Hewitt
314 Legislative Building
P.O. Box 40416
Olympia, WA 98504-0416

Dear Senator Hewitt:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

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Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Neva J. Corkrum, Chair


Robert E. Koch, Chair Pro Tem


Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative Bill Grant
434B Legislative Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Grant:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

We feel this is a priority for Franklin County and would respectfully request your assistance in seeking any available state funds to help us with the overcrowding conditions as identified in the enclosed correspondence from Jail Captain Rick Long.

Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Enclosure

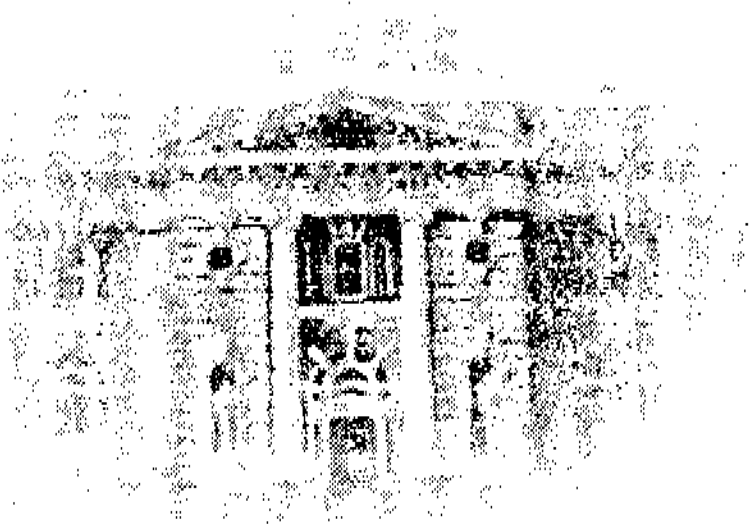
cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

July 24, 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

July 24, 2006

Representative Maureen Walsh
319 John L. O'Brien Building
P.O. Box 40600
Olympia, WA 98504-0600

Dear Representative Walsh:

Re: Franklin County Corrections Center

From 1996 through 2006, Franklin County has been the fastest-growing county in our state. With this growth we are also experiencing growth to our criminal justice systems.

Enclosed please see correspondence from our jail captain with regard to the population growth in our jail. We are currently requesting proposals for a feasibility and impact study for expanding the jail.

We feel this is a priority for Franklin County and would respectfully request your assistance in seeking any available state funds to help us with the overcrowding conditions as identified in the enclosed correspondence from Jail Captain Rick Long.

Thank you for any assistance you can provide.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Neva J. Corkrum, Chair

Robert E. Koch, Chair Pro Tem

Frank H. Brock, Member

Enclosure

cc: Sheriff Richard Lathim – Cpt. Rick Long - Pasco City Manager Gary Crutchfield - WSAC

FRANKLIN COUNTY CORRECTIONAL CENTER

1016 North 4th Street - Pasco, Washington 99301
(509) 545-3549

Richard Lathim, Sheriff
545-3560

Richard Long, Captain
545-3549

Alma Winklesky, Lieutenant
545-3587



RECEIVED
FRANKLIN COUNTY COMMISSIONERS

cc: Fred Bawen
JUL 7 2006

July 6, 2006

Franklin County Commissioners
Neva Corkrum
Frank Brook
Robert Koch

Commissioners,

I am writing this letter to give you an up date on the inmate housing crises we are experiencing within Franklin County Correctional Center this year. This crisis has been looming for a number of years and now has grown to this overwhelming number of inmates. This high number places the County in an extremely high liability position.

Our Average daily inmate population for January thru June 2006 are as follows:

January	183
February	194
March	180
April	208
May	199
June	212

On June 19 we were housing 220 inmates this was an all time high for this facility.

On June 21 we had 209 inmates. This was at mid week which is our normally low population day of the week.

With the double bunking we did a few years back we have a total of 154 beds. 28 beds are dedicated to females only thus with 154 prisoners we still have male inmate's on the floor due to not filling all of the female bed's. Double bunking raises liability issues when locking down more than one inmate in a given cell.

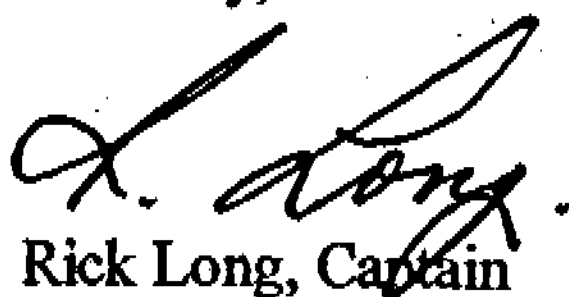
The new work release building will help to ease the over crowding but won't fix it. The new work release area will give us an additional 28 beds for full custody male prisoners in the old full custody living area.

I have a major concern for correctional officer safety as well as inmate safety and security with the number of staff we have. We need to be looking at not only the four officers now being added to the work release program but additional officers for full custody operations. I have requested additional correctional officers in time past. We now should be looking at an additional 2 officers for each of the three full custody shifts to meet current needs. Day shift officers are hard pressed to meet the demands of the three court's without overtime personnel. The other two shifts are doing their best to over see the 200+ inmates with many times only four officers and at times down to three officers when normal transports are needed during the night to Benton County or an emergency run to the ER with an inmate.

This high population growth is driven by the ever increasing population of our county and the City of Pasco. The City of Pasco has literally doubled its number of police officers in the past 16 year's bringing arrested persons to be booked and housed.

It is time to be working on building an addition to the existing correctional facility. If we were to build an additional 100 bed unit we would fill it today. For this reason I suggest we plan on a 200 + bed expansion attached to the north end of the existing building. This building should be built so that it could have additional floors added for upward expansion in the future. With the additional bed expansion and staffing we could look at renting out bed space to other agencies until we needed them for our own local needs. At this time and in the past few years we have not had the luxury of unused bed space.

Sincerely,



Rick Long, Captain

AGENDA ITEM: Consent
MEETING DATE: B/C 07-31-06 F/C 07-24-06
SUBJECT: Signature on Memorandum of Agreement between AFSCME, Teamsters & BFJJC
Prepared By: Kathryn M. Phillips
Reviewed By: Sharon Paradis

TYPE OF ACTION NEEDED

Executive Contract xx
 Pass Resolution xx
 Pass Ordinance
 Pass Motion
 Other

CONSENT AGENDA xx
 PUBLIC HEARING
 1ST DISCUSSION
 2ND DISCUSSION
 OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center's Detention Shift Manager is retiring effect July 31, 2006. The Detention Shift Manager plays an integral part of the management of the Benton-Franklin Counties Juvenile Justice Center, Detention Unit. As previously discussed with the Benton and Franklin Counties Board of Commissioners and agreed to by the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Council 2, Local 3892, representing the Juvenile Clerical Employees and Teamsters Local 839, Warehousemen, Garage Employees, and Helpers Union, representing the Juvenile Detention Employees, we find it necessary to make three temporary assignments in order to provide the level of service necessary for the Detention Unit.

SUMMARY

Effective August 1, 2006, 1) Eric Lipp, currently a Shift Supervisor in the AFSCME bargaining unit, will be assigned to the non-bargaining Detention Shift Manager; 2) one Detention Officer, currently in the Teamsters bargaining unit will be temporarily assigned to the AFSCME Shift Supervisor position; and 3) one non-bargaining relief worker will be temporarily assigned to a Teamsters Detention Officer position. All will return to their original assignments without any loss of seniority at the end of their temporary assignment.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Memorandum of Agreement between the Benton-Franklin Counties Juvenile Justice Center, the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Council 2, Local 3892, representing the Juvenile Clerical Employees and Teamsters Local 839, Warehousemen, Garage Employees, and Helpers Union, representing the Juvenile Detention Employees, as written.

FISCAL IMPACT

The adjusted amount has been figured into the Juvenile Court's 2006 budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Memorandum of Agreement between the Benton-Franklin Counties Juvenile Justice Center, AFSCME and Teamsters.

July 24, 2006

AGENDA ITEM: Consent

MEETING DATE: B/C 07-31-06 F/C 07-24-06

SUBJECT: Personal Services Contract
between BFJJC and Dr. Mark Cross

Prepared By: Kathryn M. Phillips

Reviewed By: Sharon Paradis

TYPE OF ACTION NEEDED

Executive Contract

Pass Resolution

Pass Ordinance

Pass Motion

Other

CONSENT AGENDA xx

PUBLIC HEARING

1ST DISCUSSION

2ND DISCUSSION

OTHER

BACKGROUND INFORMATION

Mark Cross, Ph.D. provides the following services for Alliance Counseling in Yakima, Washington: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; and (D) Group Sex Offender Counseling. Due to special circumstances an independent SSODA evaluation must be conducted on a adjudicated youth under the jurisdiction of the Benton-Franklin Counties Superior Court, Juvenile Division. The attached contract is for the term of June 1, 2006 through June 30, 2007.

SUMMARY

These services will be paid for by SSODA dollars.

RECOMMENDATION

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Alliance Counseling.

FISCAL IMPACT

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

MOTION

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Alliance Counseling to provide sex offender assessment as outlined above.

EXHIBIT 17

July 24, 2006

7

AGENDA ITEM: Consent**MEETING DATE:** B/C 07-17-06 F/C 07-24-06**SUBJECT:** Personal Service Contract
Amendment with Karyn Oldfield for
Juvenile Drug Court**Prepared By:** Kathryn M. Phillips**Reviewed By:** Sharon Paradis**TYPE OF ACTION NEEDED**Executive Contract xxPass Resolution xx

Pass Ordinance

Pass Motion

Other

CONSENT AGENDA xx

PUBLIC HEARING

1ST DISCUSSION

2ND DISCUSSION

OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center has contracted with Karyn Oldfield for several years to provide legal representation for juveniles in the Benton and Franklin County Superior Courts, Juvenile Division, Juvenile Drug Court. Both Benton and Franklin County Boards of Commissioners approved 50% of the budget request for Juvenile Drug Court funding. Washington State's Department of Community, Trade and Economic Development was authorized to provide State General Fund funding to the Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

Prior to the State General Fund funding, the decision was made to operate the Juvenile Drug Court for a full year at 50% capacity instead of six months at 100% capacity. When the program was reduced to 50%, Ms. Oldfield agreed to reduce her compensation to reflect that program reduction with the understanding that should the State provide funding to restore the program to full capacity, her rate would be adjusted at that time. The full capacity compensation rate is \$2083.33 per month.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract Amendment between Karyn Oldfield and Benton-Franklin Counties Juvenile Justice Center for legal representation to the Benton-Franklin Counties Superior Court, Juvenile Division, Juvenile Drug Court.

FISCAL IMPACT

These are incorporated in the 2006 Juvenile Court's budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract amendment with Karyn Oldfield for the period beginning July 1, 2006 and terminating on December 31, 2006.

EXHIBIT 18

July 24, 2006

AGENDA ITEM: Consent**MEETING DATE:** B/C 07-17-06 F/C 07-24-06**SUBJECT:** County Program Agreement with DSHS/JRA Agreement 0663-88180 for FFT Clinical Consultation**Prepared By:** Kathryn M. Phillips**Reviewed By:** Sharon Paradis**TYPE OF ACTION NEEDED**

Executive Contract	<u>xx</u>
Pass Resolution	<u>xx</u>
Pass Ordinance	
Pass Motion	
Other	

CONSENT AGENDA	<u>xx</u>
PUBLIC HEARING	
1ST DISCUSSION	
2ND DISCUSSION	
OTHER	

BACKGROUND INFORMATION

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), in collaboration with the Washington Association of Juvenile Court Administrators (WAJCA) and the Washington State Institute of Public Policy (WSIPP) have established a statewide system for Functional Family Therapy (FFT) clinical consultation. To efficiently accomplish FFT clinical consultation, JRA, WAJCA, and WSIPP have agreed to pass funds to the Benton-Franklin Juvenile Justice Center for the sole purpose of providing FFT clinical consultation to FFT work groups throughout the state. DSHS/JRA wishes to extend the agreement term and reimbursement rate. The term of this agreement is July 1, 2006, to June 30, 2007.

SUMMARY

The state will pay according to the conditions set in Billing section of the program's Scope of Work in the County Program Agreement.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement Amendment # 0663-88180 01.

FISCAL IMPACT

This is a state contract by which we are reimbursed for services.

MOTION

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement Amendment for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of July 1, 2006, through June 30, 2007.

EXHIBIT 19

July 24, 2006

AGENDA ITEM: Consent**MEETING DATE:** B/C 07-17-06 F/C 07-24-06**SUBJECT:** Resolution Authorization of Contract with Governor's Juvenile Justice Advisory Committee/Office of Justice Programs for Family Violence Intervention Program**Prepared By:** Kathryn M. Phillips**Reviewed By:** Sharon Paradis**TYPE OF ACTION NEEDED**Executive Contract xxPass Resolution xx

Pass Ordinance

Pass Motion

Other

CONSENT AGENDA xx

PUBLIC HEARING

1ST DISCUSSION

2ND DISCUSSION

OTHER

BACKGROUND INFORMATION

The Family Violence Intervention Program was proposed in an effort to intervene with the 9 - 10 youth on average each month who are booked into detention on domestic violence charges. The project provides assessment and intervention with the youth and family within 72 hours of arrest. The current system of resources delays response for 1 - 3 months. Youth will be referred to research based interventions to reduce the risk of re-offense. The Office of Juvenile Justice is renewing the grant for the period of July 1, 2006 through June 30, 2007.

SUMMARY

This grant provides for a Counselor II to provide assessment; intervention and research based family therapy. The program outcomes will be independently evaluated by Washington State University.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice.

FISCAL IMPACT

This project is grant funded.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice to provide a Family Violence Intervention Program.

July 24, 2006

AGENDA ITEM: Consent

MEETING DATE: B/C 07-17-06 F/C 07-24-06

SUBJECT: Signature on Contracts with
Juvenile Court Criminal Defense Panel
Attorney -- Laurie Magan

Prepared By: Kathryn M. Phillips

Reviewed By: Sharon Paradis

TYPE OF ACTION NEEDEDExecutive Contract xx
Pass Resolution xx
Pass Ordinance
Pass Motion
OtherCONSENT AGENDA xx
PUBLIC HEARING
1ST DISCUSSION
2ND DISCUSSION
OTHER**BACKGROUND INFORMATION**

Attached for Board review, and if appropriate, approval is a contract between Benton County and Laurie L. Magan to provide indigent defense for criminal proceedings in Juvenile Court, for the term of August 1, 2006, through December 31, 2006. Staff advertised the contract opportunity in Benton and Franklin Counties through legal messenger and the Washington State Bar Association. There were six qualified applicants, all of which were interviewed by a panel that included a representative from Benton County Commissioners Office, Juvenile Court and representatives from the Juvenile Criminal Defense Panel. The panel recommends Ms. Magan as the best candidate. Both the Defense Panel and Juvenile Court concur with the recommendation.

SUMMARY

The original Personal Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division needs to be signed by both the Benton and Franklin County Boards of Commissioners.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Personal Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division, as written.

FISCAL IMPACT

Compensation for the panel attorney is set forth in the contracts. This amount has been figured into the Juvenile Court's 2006 budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Personal Services Agreement with Ms. Magan.

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W. CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
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LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

EXHIBIT 20
July 24, 2006

July 6, 2006

Benton County Board of Commissioners
Max E. Benitz, Jr., Chair
Claude Oliver
Leo Bowman

Board of Franklin County Commissioners
Neva Corkrum, Chair
Frank Brock
Bob Koch

Re: Juvenile Criminal Defense Panel Contract

Dear Commissioners:

Pursuant to the provisions of the current Juvenile Court defense contracts, a panel of county staff and contract attorneys convened on June 27, 2006 to interview those qualified attorneys who responded to the announcement of an open criminal defense panel contract at Juvenile Court. The Superior Court Judges have reviewed and accepted the recommendation of that interview panel.

Therefore, on behalf of the Superior Court of Benton and Franklin Counties, I would recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners approve a Juvenile Court Criminal Defense Panel Contract with Laurie Magan, a qualified attorney and member in good standing of the Washington State Bar Association.

Sincerely,

Dennis D. Yule
Superior Court Judge
Benton-Franklin Juvenile Justice Center