BEFORE THE LOCAL BOARD OF HEALTH  
PACIFIC COUNTY, WASHINGTON  
1216 W. Robert Bush Drive  
South Bend, Washington  

Tuesday, July 10, 2018  
9:00AM  

AGENDA

Call to Order

PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Item A)

   A) Approve regular meeting minutes of June 26, 2018

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.

Pacific County is an Equal Opportunity Employer and Provider.
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, June 26, 2018 South Bend, Washington

CALLED TO ORDER – 9:00 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Daryle Buchanan

Chair Olsen noted for the record that due to the absence of Commissioner Ayers she
would be voting out of necessity.

CONSENT AGENDA

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable
county policies

Approve regular meeting minutes of June 12, 2018

Approve Rainbow Valley Landfill Claims Voucher
City of Raymond - $1,090

MEETING CLOSED – 9:01 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

PUBLIC HEARINGS (held in the Commissioners Meeting Room unless otherwise noted)
10:00AM Charter Communications Cable Franchise
OEDP Project List referred to as the WA-CERT List

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-4)

Prosecutor’s Office
1) Confirm appointment of Don Richter, Chief Deputy Prosecutor, Grade 19 Step 7, effective July 1, 2018

General Business
2) Approve regular meeting minutes of June 26, 2018
3) Approve Vendor Claims; Warrants Numbered 142539 thru 142655 in the amount of $428,364.88
4) Approve June, 2018 payroll; total employees: 186; total payroll: $779,968.37

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
5) Consider approval of request to purchase welder for shop supervisor ER&R truck
6) Consider award of the Dixon Road Cross Culvert Replacements Project
7) Consider award of the Upper Naselle Road Resurfacing Project

ITEMS REGARDING COUNTY FAIR
8) Consider approval of request to advertise for temporary summer help during the 2018 Pacific County Fair

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.

Pacific County is an Equal Opportunity Employer and Provider
ITEMS REGARDING VEGETATION MANAGEMENT
9) Consider approval of Small Job Unit Price Agreement with Columbia Land Trust pertaining to the Baker Bay Wallacut River Confluence Restoration Maintenance project; authorize Spartina Coordinator to sign

EXECUTIVE SESSION
10) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

PUBLIC HEARINGS – 10:00AM
11) Consider adoption of Resolution 2018-_____ granting Non-Exclusive Franchise No. 2018-______ to Falcon Community Ventures I, a limited partnership d/b/a Charter Communications
12) Consider adoption of Resolution 2018______ in the matter of amending the 2017 Pacific County Project List referred to as the WA-CERT List
PACIFIC COUNTY

☐ New Employee / ☑ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Donald Richter
Phone Number: 875-9361

Physical Address: 300 Memorial Drive, South Bend WA 8586

Mailing Address (if different):

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: ________________________ Height: ______ Eye Color: ______ Hair Color: ______

Driver's License #: ________________________ State: ________________________

Department/Office: Prosecutor's Office

Position Title: Chief Deputy Prosecutor

Phone/Ext.: ________________________ Start Date: July 1, 2018

Union: Yes ☐ which? ________________________ No ☑ Grade: 19 Step: 7

Monthly ☑ Hourly ☐ Pay Rate: $_______ Exempt from Overtime: Yes ☑ No ☐

Position is:

Regular (1.00 FTE) ☑ Regular Part-Time ☐ FTE Casual ☐ Temporary ☐ approx. end date: __________

Charge to BARS #: 001 . 700 . 515 . 31 . 10 (100 %)

_________________________ . ________________________ . ________________________ . ________________________ . ________________________ . ________________________ (______ %)

_________________________ . ________________________ . ________________________ . ________________________ . ________________________ . ________________________ (______ %)

_________________________ . ________________________ . ________________________ . ________________________ . ________________________ . ________________________ (______ %)

Signature of hiring official ________________________ Date 7-3-18

Board of County Commissioners approved on ________________________ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board ________________________

For Payroll Use Only

Position Code __________ Pension Code __________ FICA Code __________ Retirement Code __________

L&I Code __________ SUTA Code __________ Yearly Hours __________
MINUTES

9:00 AM 1216 W Robert Bush Drive
Tuesday, June 26, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Eric Weston, Chief Deputy Prosecutor
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director

ABSENT

Lisa Ayers, Commissioner

GENERAL PUBLIC IN ATTENDANCE

Daryle Buchanan

PUBLIC COMMENT

Daryle Buchanan thanked the Board for improving the area around the recycling bins and requested a letter of support for the trail project from Raymond to Pe Ell.

YEARS OF SERVICE

10 Years Paul Plakinger (GA)
15 Years Katie Lindstrom (HLTH)
35 Years Karen Bannish (DPW)

Chair Olsen noted for the record that due to the absence of Commissioner Ayers she would be voting out of necessity.
CONSENT AGENDA (Items 1-9)

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Department of Community Development

Approve Amendment #9 to the Memorandum of Understanding pertaining to the Transfer Station and Disposal Agreement with the Cities of South Bend, Raymond, and Royal Heights Transfer Station and authorize Chair to Sign

Confirm the hire of Sarah Hoerr as “fill in” for Summer Litter Crew, at a rate of $12/hour, effective July 23 thru August 23, 2018

Health & Human Services Department

Approve Amendment #3 to Contract #1763-96209 with Dept. of Social & Health Services for employment training/support services for adults with developmental disabilities and authorize Chair to sign

Approve Amendment #1 to Contract #2017-19 CCAP DD with Coastal Community Action Program to provide employment training/support services for adults with developmental disabilities

Approve Amendment #2 to Contract #1763-94264 with WA State Health Care Authority for Prevention Services and authorize Chair to sign

General Business

Approve transfer of Dell OptiPlex computer workstation to Computer Services

Approve Amendment #1 to the Tourism Service Contract with the Pacific County EDC

Approve regular meeting minutes of June 12, 2018

Approve Vendor Claims; Warrants Numbered 142261 thru 142451 in the amount of $340,198.18
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve refund to Hancock Forest Management pertaining to Road Haul Permit No. 2018-8 in the following amounts for Elk River - $4,595.89, Newskah - $8,018.12, and North River - $21,826.59 for a total of 34,440.60

Adopt Resolution 2018-027 initiating County Road Project No. 1657 Raymond-South Bend Road Improvement

Award the Signing Upgrade Project 2018 to Transportation Systems, Inc. (of Sumner WA), in the amount of $156,311.00, subject to adequate budget appropriations (Other bids were received from Construction Ahead, Inc. DBA/PSA of Kennewick, WA in the amount of $253,086.51, Coral Construction Company of Wilsonville, OR in the amount of $193,000 and from Belarde Company, Inc. of Woodinville, WA in the amount of $210,500)

ITEMS REGARDING FLOOD CONTROL ZONE DISTRICT NO. 1

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve Letter of Agreement with Robert & Cynthia Eck, Lyle Janz, Jr. & Marilyn Janz-Trust, and Carroll Estate Trust pertaining to a cross culvert removal/replacement at 25719 Park Avenue in Ocean Park and authorize Chair to sign

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve the promotion of Alexandra Russell to Senior Planner, Grade 15 Step 1, effective July 1, 2018 and approve request to advertise and hire for vacant Planner, Grade 13 Step 1, subject to adequate budget appropriations

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve Family Medical Leave for a qualifying event, effective July 20, 2018 through October 20, 2018 and authorize Leave Credit Transfer with an assigned expiration date of October 20, 2018
ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Adopt Resolution 2018-028 amending Attachment E – Facility Use Fee Schedule for Facility Rentals of the Pacific County Facility Use Policy and Process and rescind Resolution 2017-016

Approve request for waiver of the rental fees by the Friends of the Fair for their Cattle Sorting event to be held July 21-22, 2018 at the county fairgrounds

EXECUTIVE SESSION – None held

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve Agreement Officer's Representative for the monitoring of Cooperative Agreement No. 6905671850001/WA Pacific 2015(1) Public Access Enhancement to Willapa National Wildlife Refuge with the Western Federal Lands Highway Division and authorize Director/County Engineer to sign

ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Olsen and carried by a vote of 2-0

Approve Vendor Claims; Warrants Numbered 142452 thru 142538 in the amount of $150,963.96, subject to adequate budget appropriations and all county policies

MEETING CLOSED – 9:20AM

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING


Letter dated June 14, 2018 from Lorna Follis re: proposed change in current fireworks ordinance.

County Program Agreement received June 15, 2018, pertaining to Amendment #1 to Long-Term Payable Agreement 1763-88867 with WA State Department of Social & Services.

Letter dated June 15, 2018, from Olympic Regional Clean Air Agency regarding assessment.

Copy of letter dated June 19, 2018, from Undersheriff Ron Clark regarding his intent to retire September 30, 2018.

Copy of response letter dated June 19, 2018, from Chair Olsen to Donald Amend regarding his June 6, 2018 letter.

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding liquor license for Tokeland Hotel & Restaurant LLC.

Copy of email dated June 20, 2018, regarding resignation date of Carly Castaneda as July 27, 2018.


June 26, 2018 State Auditor’s Office Entrance Conference handout
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

June 4, 2018
Workshop re: North Cove erosion project
Departmental Briefings

June 11, 2018
Workshop re: J. Sayce re: DNR solutions table
Discussion re: various items
Meeting agenda review
Discussion re: various items
Elected Officials meeting

June 12, 2018
BOH/BOCC meeting
Public Hearings
Workshop re: nuisance & process ordinances
Workshop w/ DCD re: planning activities
Executive Session

June 18, 2018
Workshop re: fy18&fy19 budget
Departmental Briefings
Discussion re: Milne Pit

June 25, 2018
Meeting Agenda Review
Workshop re: draft ordinances

June 26, 2018
BOH/BOCC meeting
State Auditor Office Entrance Conference
The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, July 10, 2018, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

<table>
<thead>
<tr>
<th>142539</th>
<th>thru</th>
<th>142655</th>
<th>$ 428,364.88</th>
</tr>
</thead>
</table>

Warrants Dated: June 29, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED: 
Auditor/Deputy Auditor

ATTEST:

Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

JUN 29 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: JUNE, YEAR OF 2018
TOTAL EMPLOYEES: 186
TOTAL PAYROLL: $779,968.37

Approve payroll subject to adequate budget appropriations.

10th
Dated this 10th day of JULY 2018

__________________________
Chairperson

__________________________
Commissioner

__________________________
Commissioner

Attest: ______________________
Clerk of the Board
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  □ APPROVED  □ DENIED

Agenda Item #:  5
Initial:  Date: 

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ____________________________

□ CONTINUED TO DATE: _______________  TIME: _______________

□ OTHER: ____________________________________________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): 502 ER&R

OFFICIAL NAME & TITLE: Andrea Harland

PHONE / EXT: 2274

SIGNATURE: ___________________________  DATE: 07-02-18

NARRATIVE OF REQUEST

Request to purchase Welder for Shop Supervisor ER&R truck. 3 bids obtained and reviewed. Requesting to purchase low bid from Airgas for $6,630.16 tax incl.

Two other bids were received from Pacific Welding Supplies LLC in the amount of $7,648.91 and from Coastal Containment Welding Supplies, Inc. in the amount of $6,982.05

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve purchase of Welder for Shop Supervisor ER&R truck from Airgas in an amount not to exceed $6,630.16, subject to adequate budget appropriations
**Quotation**

**Quote For:**
2395373
PACIFIC Cnty PUBLIC WORKS
300 MEMORIAL ST
SOUTH BEND WA 99586
T: 360-975-9380

**Sold To:**
2395373
PACIFIC Cnty PUBLIC WORKS
PO Box 86
SOUTH BEND WA 99586-0086
T: 360-975-9380

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>W237</td>
<td>1</td>
<td>EA</td>
<td>5,766.35</td>
<td>5,766.35</td>
</tr>
<tr>
<td></td>
<td>WELDER ENGINE Driven TRAILBLAZER 325 EPI KOHLER ENGINE WITH ELECTRONIC FUEL INJECTION</td>
<td></td>
<td></td>
<td></td>
<td>(H)</td>
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<tr>
<td>20</td>
<td>W237</td>
<td>2</td>
<td>PK</td>
<td>136.00</td>
<td>270.00</td>
</tr>
<tr>
<td></td>
<td>RD64003608</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CABLE WELDING 2/0 50' BLACK COIL FLEX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>W237</td>
<td>2</td>
<td>EA</td>
<td>17.16</td>
<td>34.32</td>
</tr>
<tr>
<td></td>
<td>TW8428-1200</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>CONNECTION CABLE 2-MPC MALE/FEMALE 1/0-2/0-3/0 FULL CONNECT CLAMSHELL</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Airgas Hazard Charge** - see itemized charges on reverse or visit www.Airgas.com/terms-of-sale

Quote Amount: $6,086.82
Silica Tax: $643.54
Quote Total: $6,730.36

*PLEASE REFER TO THIS QUOTATION WHEN ORDERING.*

Terms and pricing are valid for a limited time only.

**Surcharges, Taxes & Freight May Not Be Included or May Change at Time of Billing.**

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas.

Rental and lease charges are invoiced separately from gas purchases.

Comments:
Board of Pacific County Commissioners  
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA  
98586 Phone 360/875.9337 * Fax 360/875.9335

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: 6

BOCC ACTION:  

☐ APPROVED  
☐ DENIED

Initial: ____________  
Date: ____________

Subject to Adequate Budget Appropriations

☐ NO ACTION TAKEN/WITHDRAWN  
☐ DEFERRED TO: ____________

☐ CONTINUED TO DATE: ____________  
☐ OTHER: ____________

Review:  
☐ Clerk of the Board  
☐ Risk Mgmt  
☐ Legal Required

DISTRIBUTION LIST:

☐ RF  
☐ Assessor  
☐ DPW  
☐ NDC  
☐ Superior Court

☐ CF  
☐ Auditor  
☐ EMA  
☐ PACCOM  
☐ Treasurer

☐ SEA  
☐ Clerk  
☐ Fair  
☐ Prosecutor  
☐ Veg Mgmt

☐ Civil Service  
☐ Health  
☐ SOC  
☐ WSU Ext.

☐ DCD  
☐ Juvenile  
☐ Sheriff  
☐ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Department of Public Works

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer

DIVISION (if applicable):

PHONE / EXT:

SIGNATURE: [Signature]

DATE: 6-28-18

NARRATIVE OF REQUEST

Request to award the Dixon Road Cross Culvert Replacements Project. Public Works utilized the Small Works Roster to solicit proposals. Bids to be opened on July 9, 2018 at 12:00 PM.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Award the Dixon Road Cross Culvert Replacements Project to ____________ in the amount of $____________________________, subject to adequate budget appropriations.

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Award the Upper Naselle Road Resurfacing Project MP 0.00 to 1.52 to __________________ in the amount of $_______________________, subject to adequate budget appropriations.
Approve advertising for 2018 County Fair temporary summer help included in the adopted FY2018 budget, in accordance with Section 2.22 Hiring Process of the Hiring Policy, subject to adequate budget appropriations.
Approve the Small Job Unit Price Agreement with Columbia Land Trust pertaining to the Baker Bay-Wallacut River Confluence Restoration Maintenance project, authorize Spartina Coordinator to sign
Columbia Land Trust

SMALL JOB UNIT PRICE AGREEMENT


This contract is entered into on the __26th__ day of __June, 2018__ by and between Columbia Land Trust and Pacific County Department of Vegetation Management, (Contractor) for the Contractor’s performance of the following items of work, as described below, in the State of Washington and the Contractor’s furnishing of services, materials, labor, and equipment for the completion of such work. The Contractor agrees to perform work as follows in a good and workmanlike manner and in accordance with the following contract documents which shall be a part of the Contract.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Included</th>
<th>Contract Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes</td>
<td>General Description of Work</td>
</tr>
<tr>
<td>2</td>
<td>Yes</td>
<td>Small Job Unit Price Agreement Provisions</td>
</tr>
<tr>
<td>3</td>
<td>Yes</td>
<td>Herbicide Approved List</td>
</tr>
<tr>
<td>4</td>
<td>No</td>
<td>Applicable Plans</td>
</tr>
<tr>
<td>5</td>
<td>Yes</td>
<td>Other: Map</td>
</tr>
</tbody>
</table>

Where a conflict exists between this Small Job Unit Price Agreement and any of the Contract Documents marked ‘Yes’ above or between any of the Contract Documents marked ‘Yes’ above, first this Small Job Unit Price Agreement shall control and then the higher ranked document shall control as to the conflict.

The Contractor shall commence work on or about __July 1, 2018__ and complete work as verified by Columbia Land Trust by __September 30th, 2018__. Work shall begin no earlier than __July 1, 2018__. Columbia Land Trust shall pay the Contractor in accordance with the following Schedule of Prices:

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treatment includes all materials, labor and mobilization required to remove and treat an approximately 7 acres of invasive species. Treatment area will be predetermined by Columbia Land Trust on the Wallacut River Confluence property - see map. Contractor shall possess all required licenses and/or endorsements and adhere to all legal reporting and record keeping requirements. Additionally, Contractor will provide Columbia Land Trust with documentation of herbicide used (trade name), adjuvant (trade name), application method (backpack, etc.) and rate (oz/acre). -Contractor shall spray non-native grasses, forbs and shrubs in an approximately 2ft radius around marked saplings in an area approximately 2.8 acres with 2% concentration of aquatically formulated Glyphosate (see approved list) and 0.05% surfactant (see approved list). Contractor shall avoid spraying herbicide on native saplings (July). -Contractor shall spray non-native Himalayan Blackberry in approximately 0.63 acres with 2% concentration of Garlon 3A and 0.05% surfactant (see approved list) after plants have flowered (September).</td>
<td>Up to 8 Person-Days</td>
<td>$250.00</td>
<td>$2,000.00</td>
<td></td>
</tr>
</tbody>
</table>
- Contractor shall selectively spray reed canary grass in approximately 1.5 acres, while avoiding native shrubs, trees, grasses, and forbs with a 2.5% concentration of Glyphosate (see approved list) and 0.05% surfactant (see approved list) in late summer/early fall (Aug-Sept.)

- Contractor shall selectively spray yellow flag iris along the entire bank of the Wallacut River with a 2% concentration of Glyphosate (see approved list), 0.5% Imazapyr (see approved list), and 0.05% surfactant (see approved list) in the late summer/early fall (Aug-Sept.)

- Contractor shall selectively spray Gorse in approximately 2 acres, while avoiding native shrubs, trees, grasses and forbs with a 2% concentration of Garlon 3A and 0.05% surfactant (see approved list) in late summer/early fall (Aug-Sept.)

All work to be billed on a person-day (8 hrs) basis. Any additional cost taken to complete the work item listed, must be approved by Columbia Land Trust ahead of completion of tasks.

| Total (contract void if over $2,000) | $2,000.00 |

AGREED AND ACCEPTED:

CONTRACTOR

Pacific County Vegetation Management-Ed Darcher
(Contractor Name)

| (Signature) | Date |

COLUMBIA LAND TRUST

Ian Sinks
(Stewardship Director)

| (Signature) | Date |

410 Quincy St, South Bend, WA 98586
(Address)

503-298-9974
(Telephone)

Tax ID Number
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.
NOTES:

**Intent**—2014 c 174: See note following RCW 28B.50.902.

**Liberal construction—Effective dates—2005 c 424:** See RCW 43.350.901 and 43.350.903.

**Severability—Effective date—1987 c 389:** See notes following RCW 41.06.070.
# AGENDA REQUEST FORM

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<tr>
<th>TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD</th>
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# AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

<table>
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<tr>
<th>DEPARTMENT/OFFICE: Commissioners Office</th>
<th>DIVISION (if applicable): Franchise</th>
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<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE: Marie Guemsey, Clerk of the Board</td>
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<td>SIGNATURE:</td>
<td>DATE: 6/27/2018</td>
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<td>NARRATIVE OF REQUEST:</td>
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<th>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</th>
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<tr>
<td>Adopt Resolution No. 2018-______ granting Non-Exclusive Franchise No. 2018-______ to Falcon Community Ventures I, a limited partnership d/b/a Charter Communications to construct, maintain and operate a cable television system in, over, along, and under Pacific County roads and county property for a period of ten years</td>
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Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO. 2018-________

FRANCHISE NO. 2018-________

A RESOLUTION GRANTING A NON-EXCLUSIVE FRANCHISE TO FALCON COMMUNITY VENTURES I, A LIMITED PARTNERSHIP d/b/a CHARTER COMMUNICATIONS FOR A FRANCHISE OVER CERTAIN ROADS IN PACIFIC COUNTY, WASHINGTON

The application of Falcon Community Ventures I, a Limited Partnership d/b/a Charter Communications for a franchise to construct, operate and maintain a cable television system which may impact County properties in Pacific County, Washington, as hereinafter set forth, having come on a regularly scheduled meeting for hearing before the County Commissioners of the Pacific County, Washington, on the 10th day of July, 2018, at the hour of 10:00AM under Chapter 36.55 R.C.W. and Pacific County Ordinance No. 30A, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant this franchise, NOW THEREFORE IT IS HEREBY ORDERED that a Franchise is hereby given, to the Falcon Community Ventures I, a Limited Partnership d/b/a Charter Communications and its successors and assigns; hereinafter referred to as the GRANTEE, for a period of ten (10) years from and after the date of entry of this order to construct, operate and maintain a cable television system in, over, along, and under public County roads and County property in Pacific County, Washington and acceptance of the franchise by GRANTEE. However, five (5) years from the date of granting this franchise, the rights conferred hereby to the GRANTEE may, at the election of the Pacific County Board of County Commissioners and pursuant to notice, be terminated with respect to those County roads, rights of way, and other County property or portions thereof upon which the GRANTEE has not laid, constructed and placed in operation its facilities. This franchise is granted upon the express following conditions:
1. Grantee Given Franchise.

Falcon Community Ventures I, a Limited Partnership d/b/a Charter Communications, its successors and assigns, (hereinafter designated as the GRANTEE) shall have the right to enter upon the County roads, rights-of-way and other County property for the purpose of constructing its cable television system and all necessary facilities connected therewith (hereinafter referred to collectively as the TRANSMISSION SYSTEM) and for repairing, operating and maintaining said transmission system.

2. Construction to be Approved by County Engineer.

All construction and installation work where crossing County roads, rights-of-way or other County property outside of the corporate limits of any incorporated town shall be subject to the approval of the County Engineer and shall pass the inspection of the County Engineer.

3. Plans, Specifications and Permit Required.

GRANTEE shall install the pipes, lines, cables, facilities, or other authorized improvements in the designated roads, rights of way or other County property pursuant to plans and specifications approved by the County Engineer and under approval and inspection provided by Pacific County at the expense of the GRANTEE, whenever the GRANTEE's inspection services are determined by the County Engineer to be inadequate.

GRANTEE shall make available to Pacific County, at a mutually agreed upon convenient location, full and complete plans, maps, and records showing the location of GRANTEE’s facilities installed in the roads, rights of way or other County property. Upon request, but no more than once per year, GRANTEE agrees to provide strand maps to an unaffiliated person engaged by County if such person signs GRANTEE’s nondisclosure agreement.
Before any work is done by the GRANTEE under the franchise, the GRANTEE shall first obtain from the County Engineer a permit to do work accompanied by such supporting documents and/or field information as required by the County Engineer. The GRANTEE shall specify the class and type of material to be used and provide sufficiently detailed plans so as to adequately show the location and type and extent of work to be performed. All material and equipment shall conform to or exceed the standards of the industry. When requested by the County Engineer, the manner of excavation, construction installation, backfill, and the type and size of temporary structures, including traffic turnouts, road obstructions, or other information, shall be submitted for approval. The GRANTEE shall pay to the County the actual cost and expenses incurred in the examination, necessary inspection, and supervision of such work granted by the permit and done by the GRANTEE or by an independent contractor under the franchise of the GRANTEE.

The GRANTEE and its successors or assigns shall commence construction under the permit granted by the County Engineer within the time period stated and shall have completed and have in operation that portion of the system of improvements as may be specified in such permit or the rights therein conferred shall cease and terminate.

GRANTEE understands and agrees to be solely responsible for obtaining all permits and for conducting all work performed by the GRANTEE or their subcontractor(s) that is located on County roads, rights of way, and other County property as may be required to connect or provide service or facility connections to users of the GRANTEE's services.

4. County Roads to be Replaced

In any work which requires breaking of surface of the County roads, rights-of-way or other County property subject to this franchise for the purpose of laying, relaying, connecting, disconnecting, and repairing the said transmission system, or making connections to other facilities of the GRANTEE now in existence of hereafter constructed, the GRANTEE shall be
governed by and conform to the uniform and non-discriminatory general rules adopted by the officers charged with supervision and care of such County roads, rights-of-way or other County property. The GRANTEE at its own expense and with convenient speed shall complete the work for which the surface has been broken and forthwith replace the work and make good the County road, right-of-way or County property, and leave the same in as good condition as before the work was commenced; PROVIDED, however, that no such breaking of the surface of the County roads, rights-of-way or other County property shall be done prior to the obtaining of a permit issued by the County Engineer. Application for such a permit shall be accompanied by specifications for the restoration of the County road, rights-of-way or other County property to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the surface is commenced. The GRANTEE shall pay those costs and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer or designee upon notice to the GRANTEE may at any time do, order, or have done any and all work that he/she considers necessary to restore to a safe condition of such County road, right-of-way or other County property left by the GRANTEE or its agents in a condition dangerous to life or property, and the GRANTEE, upon demand, shall pay to the County all costs of such work.

5. Additional Limitations on Transmission System

Pacific County reserves the right to specify the location or relocation of all facilities installed in or along County roads, rights of way or other County property and may, from time to time, upon reasonable notice, require the removal and replacement thereof in the public interest.

All construction or installation of transmission facilities, along with service, repair, or relocation of the same, performed along or under the County roads, rights-of-way or other County property subject to this franchise shall be done in such a manner as not to interfere with the construction
and maintenance of other public or private utilities, drains, drainage ditches and structures, and irrigation ditches and structures located therein. Additionally, such work shall not interfere with grading or improvement of County roads, rights-of-way or other County property.

The owners of all public facilities installed in or along such County roads, rights of way or other County properties prior in time to installation of the facilities of the GRANTEE will have preference as to the positioning and location of such facilities, provided that such preference does not harm the public interest.

If at any time Pacific County shall install facilities for sewage, water supply, drainage, or other public improvements of any type whatever upon any of the roads, rights of way, or other County properties which are subject to the rights granted by this franchise wherein the GRANTEE's facilities interfere with the County project, the GRANTEE, upon ten (10) business days prior notice by the County Engineer or designee, shall temporarily remove and/or relocate its lines, pipes, facilities, or other improvements at its own expense during said installation and replace same at its own sole cost and expense.

6. Workmanship and Public Safety; GRANTEE Liable for Damage

No construction shall be performed in such a manner as to create a hazard or interfere with free and lawful uses of County roads, rights-of-way, or other County properties. The GRANTEE shall take all reasonable care and interfere as little as possible with public travel and take all reasonable precautions to protect persons and vehicles using the roads, rights-of-way, or other County properties from injury or damage caused by activities of the GRANTEE.

The GRANTEE shall leave all roads, rights of way, and other County properties in as good and safe condition in all respects as before the commencement of such work by the GRANTEE.

In case of any damage by the GRANTEE to the roads, rights of way, or other County properties or to drainage structures, ditches, walks, drainpipes, embankment, rails, bridges, trestles, survey
monuments or other property or facilities, the GRANTEE agrees to immediately repair all damage at its sole cost and expense.

When the County Engineer determines that an emergency exists, the County Engineer may order and have done any and all work necessary to restore to a safe condition any such road, right-of-way, or other County property left by the GRANTEE in an unacceptable condition. The GRANTEE, upon demand, shall pay to Pacific County all costs associated with the construction and/or repair of the road, right-of-way or other County property.

When any trenches, ditches, or tunnels are left open at night, the GRANTEE shall place warning lights and barricades at such a position as to give adequate warning of such work.

The GRANTEE shall be liable for any physical injury or property damage that occurs due to the GRANTEE's intentional or negligent acts or its failure to act.

7. All County Road Rights Reserved; Eminent Domain.

Pacific County in granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to County roads, rights-of-way, or other County property, and this franchise shall not be construed to deprive the County of any powers, rights, or privileges, which it now has or may hereafter acquire to regulate the use of, and to control, the County roads, rights-of-way and other County property covered by this franchise.

The granting of this franchise shall not preclude Pacific County from acquiring by purchase or condemnation any or all of the mains, laterals, pipes, poles, cables, plant, system, property, equipment, facilities, or other improvements installed by the GRANTEE within the roads, rights of way or County property within Pacific County.
This franchise is subject to the power of eminent domain and Pacific County reserves for itself this right at any time, upon thirty (30) days written notice of intent to proceed to the GRANTEE. The value of personalty shall be the then fair market value.

In the event of revocation of this Franchise as provided for herein, or in the event this Franchise is not renewed as provided for herein, the County shall have the option of requiring GRANTEE to commence removal from the public streets above which its cables are located, within ninety (90) days of the effective date of receiving written notice of such revocation or non-renewal.

The County Engineer or his/her designee, is hereby authorized to notify GRANTEE in writing of such revocation or non-renewal by written notice as provided for herein. Within ninety (90) days following receipt of such notice, GRANTEE shall, if required, commence to remove from the streets of the County over which its cables are located all of said cables. Such removal, if required, shall be performed by GRANTEE in such a manner so as to not permanently destroy, mar or damage the right of ways and/or Franchise areas in which such removal is conducted and in the timeframe required by the County, but in no case less than one year. The County shall make an inspection of the areas in which the removal is conducted, and should it be found that GRANTEE has unreasonably destroyed, marred or damaged such areas, GRANTEE shall be held responsible for the expenses of repairing such areas to the satisfaction of the County.

In the event GRANTEE has not commenced removal of its facilities within ninety (90) days as described herein, or in the event the County elects not to require GRANTEE to remove its facilities, GRANTEE shall be obligated to sell its facilities in place within the Franchise area to either the County or to any new franchised operator. Any sale of facilities
as required by this subsection shall be pursuant to the valuation requirements of 47 U.S.C. 547.

8. County May Change and Improve Roads Without Liability.

If at any time Pacific County improves or alters any County road, right-of-way, or other County property subject to this franchise including the construction of utility and drainage facilities, the GRANTEE at its own expense shall move and change any part of the transmission system to conform to such public improvement. The County will avoid the need for such moving or changing whenever practicable and shall give reasonable notice to the GRANTEE and shall reasonably evaluate alternatives in cooperation with the GRANTEE. Pacific County shall in no way be held liable for any damage to the GRANTEE that may occur by reason of any of the County's improvements, changes or works above enumerated, except for damage caused by negligence of the County's employees or agents. All work performed by the GRANTEE under this section shall be subject to the approval of the County Engineer, and shall pass inspection of the County Engineer.


Before any work is performed under this franchise which may affect any existing monuments of markers of any nature relating to subdivisions, plats, short subdivisions, short plats, roads, and all other surveys, the GRANTEE shall reference all such monuments and markers. To the extent possible, these reference points shall not be disturbed during the GRANTEE's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and in accordance to State laws. The cost of monuments or other markers lost, destroyed, or disturbed and the expense or replacement of approved monuments shall be borne by the GRANTEE.
10. Vacation/Abandonment/Sale of County Roads.

If at any time Pacific County shall vacate, abandon, or sell any County road, right-of-way, or other County property, which is subject to rights granted by this franchise, and said vacation, abandonment, or sale shall be for the purpose of acquiring the fee or other property interest for the use of Pacific County in either its proprietary or governmental capacity, then the Board of County Commissioners may, at its option, by giving ninety (90) days written notice to the GRANTEE and after granting an alternate route, terminate this franchise with reference to such County property so vacated, abandoned, or sold and Pacific County shall not be liable for any damages or losses to the GRANTEE by reason of such termination. Whenever practicable, Pacific County agrees to protect the GRANTEE's interest by retaining easement rights.

11. GRANTEE to Indemnify.

The GRANTEE and its successors or assigns shall protect, indemnify and save harmless Pacific County from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or property by reason of any faulty construction, defective material, or equipment operation or by improper occupation of said roads, rights of way, or other County properties by the GRANTEE or by reason of the negligent, improper, or faulty manner of safeguarding any excavation, or temporary turnout by the GRANTEE of its facility over or under said roads, rights of way, or other County properties or for any other negligent acts or omissions on the part of the GRANTEE. In the event that a suit or action is brought against Pacific County for damage arising out of or by reason of any of the above mentioned causes, the GRANTEE and its successors or assigns will, upon ten (10) days written notice of the commencement of said action, defend the same at its sole cost and expense and in case judgment shall be rendered against Pacific County in such suit or action, the GRANTEE will fully satisfy said judgment within ninety (90) days after said suit or action shall have been finally determined, if determined adversely to Pacific County. The GRANTEE and
its successor or assigns shall have the right to employ its own counsel in any cause or action and be given the management of the defense thereof.

The GRANTEE shall carry Commercial General Liability insurance to the extent of two million dollars (S2,000,000.00) combined single limit liability. The GRANTEE is to include on said insurance policy, as additional named insured, the following: County of Pacific, a municipal corporation of the State of Washington and its Board of Commissioners and employees and those persons who were, now, are, or shall be duly elected or appointed officials or their designees, or members or employees thereof. The GRANTEE shall provide proof of said insurance prior to the effective date of granting a franchise and upon request, but no more than once per year. Said insurance policy shall contain a clause stipulating that the insurance will not be cancelled without providing thirty (30) days written notice to the Board of Commissioners of Pacific County.

Acceptance by Pacific County of any work performed by the GRANTEE at the time of completion shall not be a ground for avoidance of this covenant.

12. Liability for Damages.

In consideration of the granting of this franchise, the GRANTEE and its successors or assigns, shall contract and agree to save Pacific County harmless from any liability of whatever nature arising out of any damage and/or destruction done or suffered to be done to GRANTEE's mains, pipes, poles, cables, lines, or other fittings or appurtenances or facilities of whatsoever nature placed upon, along, across, over and/or under the County road, rights of way, or other County property, except for damages arising out of the County’s or its contractors gross negligence or intentional misconduct.

13. Franchise Not Exclusive.

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit Pacific County from granting other franchises of like nature or franchises for other public or private utilities under, along, across, over, and upon any of the County roads, rights-of-way, or other County
property subject to this franchise, and shall in no way prevent or prohibit the County from constructing; altering, or using any of its roads, rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property.

Nothing in this Section 13 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law.


All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors, assigns, and independent contractors of the GRANTEE and all rights and privileges of the GRANTEE shall apply to its successors, assigns, and such contractors equally as if they were specifically mentioned herein wherever the GRANTEE is mentioned.

The GRANTEE and its successors and assigns shall have the right to sell, transfer, or assign this franchise upon giving written notice of intention to do so not less than sixty (60) days in advance of the date of any proposed transfer to the Board of County Commissioners of Pacific County.

The obligations imposed upon the GRANTEE by the express terms of this franchise shall be deemed to include every employee, nominee, or independent contractor of the GRANTEE performing work in the County roads, rights-of-way, or other County properties under contract, direction, request or authority of the GRANTEE under this franchise. The GRANTEE and its agents, employees or independent contractors, shall be responsible to Pacific County for any injury or damage to County property or for the expense incurred or suffered by Pacific County in correcting defaults in work or other improvements damaged by the acts or neglect of such servants, agents or independent contractors of the GRANTEE.

15. Rural Roads Going Into Cities.

Whenever County roads, rights-of-way, or other County property are incorporated within a city or town, and the GRANTEE obtains a franchise from said city or town, this franchise shall
terminate in respect to said roads, rights-of-way, or other County property so included within the city or town limits. However, this franchise shall continue in force and effect for all County roads, rights-of-way or other County property not so included in city or town limits.

16. Washington Department of Transportation Rules Shall be Followed.

In preparing plans and specifications for the transmission system that will impact paved County roads or other roads or rights-of-way, as designated by the County Engineer, the GRANTEE shall use as a guide and reference the plans and specifications established by the Washington State Department of Transportation and amendments thereto, and shall abide by all local specifications and amendments thereto.

All plans and specifications for County road crossings shall be subject to the approval of the County Engineer.

17. Revocation for Non-compliance; Franchise Revisions.

Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the GRANTEE of its intent to revoke the Franchise on the basis of one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The GRANTEE shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to begin to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from GRANTEE, it may then seek to revoke the Franchise at a public hearing. The GRANTEE shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the hearing, the Board shall give the GRANTEE an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript, at
GRANTEE’s cost, shall be made available to the GRANTEE within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the GRANTEE. The GRANTEE may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board de novo. The GRANTEE may continue to operate the Cable System until all legal appeals procedures have been exhausted.

Notwithstanding the above provisions, the GRANTEE reserves all of its rights under federal law or regulation.

The GRANTEE, notwithstanding any other terms of this franchise appearing to the contrary, shall be subject to the police power of Pacific County to adopt and enforce general ordinances and resolutions necessary to protect the safety and welfare of the general public in relation to the rights granted in this franchise.

**18. Fees for Franchise Rights.**

The Parties agree that, as of the adoption of this Resolution, there is no franchise fee imposed. At a public hearing, the County may amend the franchise fee upon ninety (90) days written notice to GRANTEE provided that the franchise fee may not exceed the maximum permitted by federal law. A copy of the proposed Resolution or Ordinance authorizing the franchise fee rate adjustment by the County shall accompany such written notice. In the event a franchise fee is imposed, it will be a percentage of Gross Revenues which is defined as all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
Acceptance of any payment due under this Section shall not be deemed to be a waiver of any breach of this franchise, nor shall the acceptance by Pacific County of any such payment preclude Pacific County from later establishing that a greater amount was actually due, or from collecting any balance due.

Compensation paid by the GRANTEE to Pacific County may, as determined by the Board of County Commissioners of Pacific County, be a credit against license, business, occupation, or excise taxes which Pacific County may now or hereafter impose upon the GRANTEE. However, nothing contained in this franchise shall give the GRANTEE any credit against any ad valorem property tax now or hereafter levied against real or personal property within Pacific County, or against any local improvement assessments, or reimbursement or indemnity paid to Pacific County.

19. GRANTEE to File Acceptance

This franchise agreement shall be null and void unless GRANTEE accepts all of its terms and conditions within sixty (60) days from the date of execution by the Pacific County Board of Commissioners.

20. Notifications Sent to GRANTEE.

Any notice provided for or concerning this franchise shall be sent to the GRANTEE in writing and shall be deemed sufficiently given when sent by certified or registered mail to the address of the GRANTEE set forth in the following paragraph.

The address of the GRANTEE is 12405 Powerscourt Drive, St Louis, Missouri 63131-3674, Attention Vice President, Government Affairs, with copy to 222 NE Park Plaza Drive, Suite 231, Vancouver, Washington, 98684 Attention: Director, Government Affairs. Any notification required to be given to the GRANTEE shall be given to the address and in the manner above stated, provided that the GRANTEE may from time to time notify Pacific County in writing of a change of address to which notifications are to be sent.
21. Notifications Sent to County.

Any notice provided for or concerning this franchise shall be sent to Pacific County in writing and shall be deemed sufficiently given when sent by certified or registered mail to the address of Pacific County set forth in the following paragraph.

The address of the County is P.O. Box 187, South Bend, Washington 98586. Any notification required to be given to Pacific County shall be given to the address and in the manner above stated, provided that the County may from time to time notify said GRANTEE in writing of a change of address to which notifications are to be sent.

22. Expiration or Termination of Franchise.

Upon expiration of this franchise, the Board shall consider GRANTEE’s application for a renewal of the franchise in accordance with applicable state and federal law.

Upon termination of this franchise or if the GRANTEE does not apply for or is not granted a new franchise, the GRANTEE shall be given the first option to sell or transfer its plant, system, property, equipment, and facilities to another party.

The Board of County Commissioners of Pacific County may require the GRANTEE within one (1) year or such further time as may be allowed to transfer its property to another cable operator or to remove from the roads, rights-of-way, and other County property all of its property, equipment, and facilities and to replace and restore the roads, rights-of-way and other County property to their former condition. If the GRANTEE fails to remove all of its property and equipment within the required time, or if the GRANTEE fails to replace and restore the roads, rights-of-way, and other County property, the Board of County Commissioners may remove the property and equipment and/or replace and restore the roads, rights-of-way, and other County property to their former condition, all at the sole cost and expense of the GRANTEE and its successors.
23. Bond Required.

Before undertaking any of the work or improvements authorized by this franchise or permits issued, the GRANTEE shall furnish to the County a bond, executed by the GRANTEE and a corporate surety authorized to do a surety business in the State of Washington, in a sum of twenty thousand dollars ($20,000.00). The bond shall stipulate that the GRANTEE shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of GRANTEE's obligations under said franchise or permit, and to reset or replace any defective work performed or materials installed by or under the direction of the GRANTEE, its employees, or contractors. The bond shall be for a period covering the work authorized by the permit plus six (6) months.


The GRANTEE, as far as practical, shall construct all new utility facilities underground in those areas where other utilities are underground. Amplifiers, pedestals and other facilities commonly maintained above ground shall be exempt from this requirement. Extension of overhead facilities following roads, rights-of-way or other County properties shall be undertaken only with the approval of the County Engineer. The GRANTEE by acceptance recognizes the desirability of underground facilities rather than overhead facilities and shall, if applicable, convert existing overhead facilities to underground facilities when equipment replacement is undertaken, or when other existing overhead utilities are placed underground, unless such replacement is unsafe, impractical, or economically unreasonable.

The GRANTEE agrees to be solely responsible for placement of underground facilities and to initiate and maintain contact and coordinate with all other users of the affected road, right-of-way, and other County property and other franchise or permit holders to the maximum extent practical in order to assure proper utilization of available roads, rights-of-way and other County property.
25. Compliance With Laws.

All documents and activities contemplated herein are subject to all applicable state and federal laws orders, rules and regulations.


The Parties shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Parties to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which GRANTEE’s Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

27. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

28. Entire Agreement.

This Franchise and any Exhibits hereto constitute the entire agreement between GRANTEE and Pacific County and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

29. Administration of Franchise.

This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the County and GRANTEE. Any determination by the
Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

PASSED by the following vote this ____________ day of ___________________________, 2018 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

APPROVED AS TO FORM:

Prosecutor’s Office  WSBA #
Lisa Olsen, Chair

ATTEST:
Lisa Ayers, Commissioner

Marie Guernsey  Frank Wolfe, Commissioner
Clerk of the Board  Date

This is to certify that the GRANTEE, has on the date written below, accepted this franchise to construct, operate and maintain a cable television system in, over, along, and under public County roads and County property in Pacific County, Washington granted by the Board of Commissioners of said County, as set forth hereinabove in the Order Granting Application for Franchise.

The GRANTEE agrees that it will be bound by and observe and carry out the terms and conditions of the franchise.

ACCEPTED AND APPROVED this ____ day of ____________, 2018.

Falcon Community Ventures I, a Limited Partnership d/b/a Charter Communications
By:  Falcon Cable Communications, LLC, its General Partner
By:  Charter Communications, Inc., its Manager
Map of current Spectrum coverage of Pacific county Washington as of July 2018
Meeting are held the 2nd and 4th Tuesday of each month, beginning at 9 a.m.

**AGENDA REQUEST FORM**

**REQUESTED MEETING DATE:** 7/10/2018

### TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

<table>
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<tr>
<th>BOCC ACTION:</th>
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<tr>
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<td>CONTINUED TO DATE:</td>
<td>TIME:</td>
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**Agenda Item #: 12**

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**DISTRIBUTION LIST:**

- [ ] RF
- [ ] Assessor
- [ ] DPW
- [ ] NDC
- [ ] Superior Court
- [ ] CF
- [ ] Auditor
- [ ] EMA
- [ ] PACCOM
- [ ] Treasurer
- [ ] SEA
- [ ] Clerk
- [ ] Fair
- [ ] Prosecutor
- [ ] Vag Mgmt
- [ ] Civil Service
- [ ] Health
- [ ] SDC
- [ ] WSU Ext.
- [ ] DCD
- [ ] Juvenile
- [ ] Sheriff
- [ ] Other

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

<table>
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<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Commissioners Office</th>
<th>DIVISION (if applicable):</th>
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<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>DATE: 6/18/2018</td>
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**NARRATIVE OF REQUEST**

The Pacific Council of Governments has approved the amended 2017 WA-CERT Ranking project list.

Open public hearing
Public Comment
Close hearing

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Resolution 2018-______ in the matter of amending the 2017 Pacific County Project List referred to as the WA-CERT List and rescind Resolution 2017-053
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  

RESOLUTION NO. 2018-___________  

IN THE MATTER OF AMENDING THE 2017 PACIFIC COUNTY PROJECT LIST REFERRED TO AS THE WA-CERT LIST AND RESCINDING RESOLUTION 2017-053  

WHEREAS, in accordance with RCW 82.14.370 the legislative authority may impose 0.09% Optional Sales and Use Tax used for the purpose of financing public facilities in rural counties; and  

WHEREAS, public facilities listed as items in the officially adopted county overall economic development plan may benefit from said taxes; and  

WHEREAS, in response to the Northwest Economic Adjustment Initiative and Federal Assistance Program, a recommended list of projects has been submitted by the Pacific Council of Governments to, and approved by, the Board of County Commissioners as the Pacific County Project List referred to as the WA-CERT List which seems to meet the criteria of a county overall economic development plan; and  

WHEREAS, public notice was published advertising the public hearing held on June 26, 2018, to consider and receive comments on the proposed amendments to the 2017 Pacific County Project List referred to as the WA-CERT List; and  

WHEREAS, there were no written or public comments offered at the June 26, 2018, public hearing.  

NOW THEREFORE, BE IT HEREBY RESOLVED that the 2017 Pacific County Project List referred to as the WA-CERT List attached and marked as Exhibit A is hereby amended and adopted by this Board and Resolution 2017-053 hereby is rescinded.  

PASSED by the following vote this ______ day of __________, 2018, by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:  

______ YEA; ______ NAY; ______ ABSTAIN; and _____ ABSENT.  

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  

___________________________________  
Lisa Ayers, Chair  

ATTEST:  

___________________________________  
Lisa Olsen, Commissioner  

___________________________________  
Frank Wolfe, Commissioner  

Marie Guernsey  
Clerk of the Board
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<tr>
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<td>Port of Ilwaco -</td>
<td>Marina Reconstruction Project</td>
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</tr>
<tr>
<td>City of Raymond -</td>
<td>Water Treatment Plant Improvements</td>
<td>2</td>
</tr>
<tr>
<td>Port of Ilwaco -</td>
<td>Boatyard Improvements</td>
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<td>Marina Reconstruction Project</td>
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<td>City of Ilwaco -</td>
<td>Water Booster Station Improvements</td>
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<td>City of Raymond -</td>
<td>Water System Infrastructure Improvements</td>
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<td>Port of Chinook -</td>
<td>Marina Reconstruction Project</td>
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<td>Port of Chinook -</td>
<td>Boat Hoist Dock Construction Phase I</td>
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<td>Marine Fueling Facility Improvements</td>
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<tr>
<td>City of Raymond -</td>
<td>Water System Infrastructure Improvements</td>
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<td>Port of Willapa Harbor -</td>
<td>Tokeland Marina Water System Upgrade</td>
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<td>Port of Ilwaco -</td>
<td>Cold Storage Project</td>
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<td>City of South Bend -</td>
<td>South Bend-Raymond Waterline Extension</td>
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<td>Pacific County -</td>
<td>Industrial Log Yard/Saw Mill Storm Water Improvements</td>
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<td>Port of Willapa Harbor -</td>
<td>Tokeland Marina Redevelopment</td>
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<td>City of Ilwaco -</td>
<td>Sahalee Subdivision Water and Sewer System Improvements</td>
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<td>PCEDC -</td>
<td>Pacific County Targeted Industry Cluster Marketing Strategy</td>
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<td>System-wide SCADA Improvements</td>
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<td>Taylor Industrial Park Infrastructure Upgrades</td>
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<td>Sewer System Infrastructure Improvement</td>
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<td>Ilwaco Discovery Trail Connection Project</td>
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<td>City of Ilwaco/Port of Ilwaco -</td>
<td>City Park Rejuvenation</td>
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<td>City of Raymond -</td>
<td>Fire Department Facilities Study</td>
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<td>Discovery Trail Mid-Peninsula Link</td>
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<td>Port of Peninsula -</td>
<td>Seafood Time and Temperature Control Industrial Ice Facility</td>
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<td>Port of Peninsula -</td>
<td>Beach to Bay Trail</td>
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<td>Long Beach Peninsula Visitor’s Bureau -</td>
<td>Overall Strategic Inventory Plan for Nature Based Tourism.</td>
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<td>Port of Peninsula -</td>
<td>Marina Based Research Facility and Seed Tank Co-Op</td>
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<td>City of South Bend -</td>
<td>Robert Bush Park Overlay and Drainage</td>
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<td>Clam Shell Rail Car Rescue</td>
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<td>SR101 Charging Stations</td>
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<td>Port of Chinook -</td>
<td>Recreational Boating Facility Redevelopment</td>
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<td>Energy Efficiency Measures—WWTF</td>
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<td>City of Raymond -</td>
<td>Commercial Kitchen</td>
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Total projects: 39