# Agenda Summary Report (ASR)
## Franklin County Board of Commissioners

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th>12/10/2019</th>
<th>PREPARED BY:</th>
<th>Keith Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date Requested:</td>
<td>12/17/2019</td>
<td>PRESENTED BY:</td>
<td>Keith Wilson</td>
</tr>
</tbody>
</table>

**ITEM:** (Select One)  
[X] Consent Agenda  
[ ] Brought Before the Board

**SUBJECT:** New monthly contract and updated rules and regulations for 2020.

**FISCAL IMPACT:** Possible decrease in monthly rate revenue for 2020.

**BACKGROUND:** Currently, the Franklin County RV Park does not have a contract for the monthly rate guests. The new contract will stipulate the 6 month maximum per year. The lack of a contract has also hampered the enforcement of rules. The rules have been updated to maintain the appearance of the RV Park and the safety of its guests.

**RECOMMENDATION:** Approval of the new rental contracts and rules as presented

**COORDINATION:** Jen Johnson, Deputy Prosecuting Attorney, who approved it as to form, reviewed the contract, and the rules & regulations document. Jorge Rodriguez, HAPO Center events manager, and Tom French, HAPO Center General manager, also reviewed both documents.

**ATTACHMENTS:** (Documents you are submitting to the Board)

- 2020 monthly rate contract
- 2020 rules & regulations
- Previous version of rules and regulations from approved 2019 rules and regulations

**HANDLING / ROUTING:** (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)

- RV Park, Franklin County, Auditors

*I certify the above information is accurate and complete.*

______________________________ Keith Johnson, Administrator

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Revised: October 2017
FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

RE: MONTHLY RENTAL CONTRACT AND UPDATED RULES & REGULATIONS FOR FRANKLIN COUNTY RV PARK

WHEREAS, the monthly rate guests at the RV Park will be required to sign the monthly rental contract. All patrons must also agree to follow all the rules & regulations put forth in the attached document; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the attached monthly rental contract and updated rules & regulations will be placed in effect at Franklin County RV Park

APPROVED this ____ day of ________________, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

______________________________
Chair

______________________________
Chair Pro Tem

______________________________
Member

ATTEST:

______________________________
Clerk to the Board

Originals: Commissioners Office
Copy: RV Park
Copy: Auditors
FRANKLIN COUNTY RV PARK RENTAL AGREEMENT

(Monthly)

Guest is to initial each section of this Rental Agreement, expressing understanding of each section, verifying accuracy, and accepting responsibility for each section.

___ 1. Name of each Guest over 18 years of age:

__________________________________________
__________________________________________

Names of each Guest under 18 years of age:

__________________________________________
__________________________________________

___ 2. This Rental Agreement is for the rent of space # ___ in the Franklin County RV Park.

___ 3. The rental term for this space begins on ____________ and ends on ____________.
The maximum allowed under this rental agreement is one calendar month. This rental agreement may be renewed up to a maximum of 6 calendar months in a 12 month period. Check in time is 1:00 PM, check out time is 12:00 noon.

___ 4. The rent amount is $ ______ per day/month (circle one). The rent is due by the start date listed above and prior to the guest occupying the space. Any cancellations must be made 48 hours in advance. If rent is not paid by the start date above, Management reserves the right to cancel this rental agreement, and guest could be charged the entire rental amount. If this is a rent renewal agreement, rent is due on or before the start date listed above; if rent is not paid, Management reserves the right cancel this agreement and to seek eviction per Washington State law. Any deviations from this requirement must be made in writing, and signed off on by both the Guest(s) and Management.

___ 5. Guest(s) acknowledges receipt of a copy of the RV Park’s Rules and Policies and agrees to comply with the terms and conditions as set forth in the Rules and Policies. Guest(s) acknowledges that all occupants and visitors of occupants must comply with the Park’s Rules and Policies. Guest(s) acknowledge that they are responsible for the behavior of Guests under the age of 18. Guest(s) further agrees that Management may, upon 30 days’ notice, make changes or additions to the Rules and Policies, as deemed necessary for the best interests of the Park and its guests.
6. Guest(s) agrees that all personal property in the Space and on the recreational vehicle, or otherwise located in the park, shall be at the risk of the Guest(s). Guest(s) further agrees that Management shall not be liable for any loss or damage sustained to personal property, including, but not limited to actions of a third party, fire, theft, water, or the elements; nor shall Management be liable for any injury to Guest(s), occupants, visitors, employees or any person entering the Space, recreational vehicle, or the Park, unless caused by the sole negligence of Management, his/her agents, or representatives. Guest(s) hereby waives all claims therefore and agrees to indemnify Management against any such loss, damage, or liability or any expense incurred by Management in connection therewith.

7. Guest(s) agrees that renewal of this rental agreement is not guaranteed. Additionally, if the Guest(s) or occupants violate any provision of this rental agreement or the Park Rules, renewal will not be granted. If Guest or Occupants represent a threat to the employees or other guests of the RV Park such that immediate eviction is necessary, then termination is effective upon notice.

8. This rental agreement is non-transferable without written consent of RV Park Management.

9. Upon termination of this rental agreement, if the Guest is unwilling and/or unable to vacate, the Management reserves the right to tow the Guest’s vehicles at the expense of the Guest.

10. Any legal actions arising out of this Rental Agreement, including eviction, the prevailing party shall be entitled to their reasonable attorney’s fees and costs. Jurisdiction of any legal action will be Franklin County, Washington.

11. If any term, condition, or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in full force and effect.

UNDERSTOOD AND AGREED UPON this _____ day of ______________, 20____

GUEST(S) over the age of 18: ________________________________

Printed name/ Signature

________________________

Printed name/ Signature

MANAGEMENT

________________________
Franklin County RV Park Rules & Regulations

Vehicle / RV

- RV Park Management reserves the right to remove RVs/vehicles from the RV park at the owner’s expense if the owner/operator: abandons the vehicle, does not vacate after their rental period expires, and/or violates any rule or regulation
- RV Park Management reserves the right to exclude or expel a RV for any reason other than age of RV, including, but not limited to, failure to comply with health, safety, or other provisions of local ordinances and state law.
- RV Management reserves the right to deny any vehicle that is unsafe or excessively noisy
- All units must be licensed and approved as Recreational Vehicles
- All RVs and vehicles must be insured and registered
- All RVs must have sleeping facilities, window coverings, and approved electrical hookups
- All RVs must have the ability to be moved by the guest upon request
- Mechanical work is prohibited on vehicles within the RV Park without management approval
- Mobile Homes, Manufactured Homes, Park model RVs, and “tiny houses” are prohibited from RV Park

Reservation / Cancellation

- All site fees are due prior to occupying the space.
- Check-In time is 1:00 P.M. & Check-Out time is 12:00 noon.
- RV Park management reserves the right to change the site location/number if needed
- Cancellations must be made at least 48 hours in advance of the arrival date; otherwise the guest can be charged the total reservation amount
- If you reserved for multiple days and arrive at the park the day after your scheduled arrival date before 1:00pm, you reservation will be honored and charged, including for the previous night
• If you do not arrive by 1:00pm the day after your scheduled arrival date, your entire reservation will be cancelled and can be charged the total reservation amount.
• Upon check out, RV space should be in the same or better condition than when guest arrived.
• Rental agreements are non-transferable without written consent of RV Park Management.

Parking

• Vehicles must be parked in designated parking spaces.
• Parking in the loop roadway is prohibited. Roadway MUST stay clear at all times for a fire lane. Vehicles parked in the loop roadway are subject to being towed at owner expense.
• Sites are designated for one (1) RV and one (1) vehicle/boat/trailer, however additional vehicles may be allowed to park on the paved area of the site, if space allows.
• Vehicles are prohibited from parking on the grass.
• Any other vehicles must be parked in the overflow parking area.
• Franklin County RV Park does not guarantee space for extra vehicles.
• Speed limit is 10 M.P.H.

Pets

• Service Animals, as defined by state law, are not considered pets, and prohibitions in this section do not apply to them.
• All pets must be in compliance with City of Pasco ordinances.
• Pets must be leashed at all times while outside the owners’ RV.
• Pets cannot be left outside unattended.
• Pet waste is the responsibility of the owner & must be immediately disposed of properly in a trash receptacle.
• Noisy or vicious pets are prohibited in the RV Park.
• Pets are not allowed in the buildings around the RV Park.
• All Birds must remain in the vehicle at all times.
• Pets cannot harm the quiet use, enjoyment and safety of the park for other guests.
Additional Rules & Regulations

- RV Park Management reserves the right to remove any guest from the RV Park property whose behavior adversely affects the use, enjoyment, or safety of the other guests, pursuant to Washington State law
- Management reserves the right to refuse service to anyone pursuant to Washington State law
- Guests use the Franklin County RV Park facilities and amenities at their own risk
- RV Park guests are responsible for the conduct, behavior, and control of themselves, their pets, their children, and their visitors
- Guests are financially responsible for malicious or willful damage to RV Park property and may be prosecuted and/or evicted
- The RV Park is not responsible for loss or damage due to fire, accident, theft, weather, or other catastrophic events. In the event of loss or theft, notify Pasco Police Dept. at 509-545-3510
- “Quiet Time” is from 10 pm to 7 am daily. All disturbing noises (i.e. TV, radio, loud voices, generators) must cease during that time
- All items are to be removed from the grass area during Quiet Time; from April – October the irrigation will water the grass areas during Quiet Time, however footstools may remain on the grass area as long as it does not impede the growth of the grass.
- Trash must be placed in the waste containers at the North or South end of the RV Park
- No disposal of hazardous waste (oil, batteries, paint, etc.) or large items in waste containers
- Wastewater must be discharged into authorized receptacles only and never onto the ground
- Sewer collars or approved sewer seal connections are required at all times
- No hanging clothes or other laundry items outside
- Use of the laundry room requires adherence to the posted rules within the laundry area
- Smoking is not permitted inside any building at the Franklin County RV Park
- Open fires are not permitted at any time; gas and charcoal are acceptable if in proper receptacles and properly supervised
- Propane tanks must be stored properly, in accordance to all applicable laws and regulations
- Guests are not allowed to sell, advertise, or offer services/goods while residing in the RV Park. This does not include the attempted sale of the RV.
- No signs or other notices can be posted in any areas without written authorization by the RV Park Manager. This does not include “for sale” signs posted on a RV that is for sale. RV for sale signs must be placed on the inside window of the RV.
- No outside storage is allowed, with exception of potted plants, patio chairs, a patio table, a grill, propane tanks, and bicycles. All items must be stored in an organized manner on the concrete portion of the RV site. Additionally, each unit may have sealable, outdoor storage boxes which must be stored in a clean and organized method.
- No planting anything in the ground within the RV Park
- No birdfeeders are permitted
- No feeding the wildlife
- Bicycles, skateboards, rollerblades, or skates may not be used on the sidewalks, across RV sites, or in buildings
- Hockey and golf are not allowed anywhere in the RV Park
- No throwing objects (softballs, footballs, Frisbees, etc.) around the RVs
Franklin County RV Park Rules & Regulations

Vehicle / RV

- RV Park Management reserves the right to remove RVs/vehicles from the RV park at the owner's expense if the owner/operator: abandons the vehicle, does not vacate after their rental period expires, and/or violates any rule or regulation
- The Franklin County RV Park reserves the right to refuse any guest based on the age and/or appearance of the RV/vehicle
- RV Management reserves the right to deny any vehicle that is unsafe or excessively noisy
- All units must be licensed and approved as Recreational Vehicles
- All RVs and vehicles must be insured and registered
- All RVs must have sleeping facilities, window coverings, and approved electrical hookups
- All RVs must have the ability to be moved by the guest upon request
- Mechanical work of any kind is strictly prohibited on vehicles within the RV Park
- Park model RVs and "tiny houses" are prohibited from RV Park

Reservation / Cancellation

- All site fees are due within an hour of arrival.
- Check-Out time is 12:00 noon & Check-In time is 1:00 pm
- RV Park management reserves the right to change the site location/number if needed
- Cancellations must be made at least 48 hours in advance of the arrival date; otherwise the guest can be charged the total reservation amount
- If you reserved for multiple days and arrive at the park the day after your scheduled arrival date before 1:00pm, your reservation will be honored and charged, including for the previous night
- If you do not arrive by 1:00pm the day after your scheduled arrival date, your entire reservation will be cancelled and can be charged the total reservation amount

Parking

- Sites are designated for one (1) RV and one (1) vehicle/boat/trailer
- Parking in the loop roadway is prohibited
- Any additional vehicles must be parked in the overflow parking area
- Franklin County RV Park does not guarantee space for extra vehicles
- Vehicles must be parked in designated parking spaces
- Do not park on grass or in the street
- Speed limit is 10 M.P.H
Pets

- All pets must be in compliance with City of Pasco ordinances
- Pets must be leashed at all times while outside the owners’ RV
- Pets cannot be left outside unattended
- Pet waste is the responsibility of the owner & must be immediately disposed of properly in a trash receptacle
- Noisy or vicious pets are prohibited in the RV Park
- Pets are not allowed in the buildings around the RV Park
- Two (2) pets are allowed per space; three (3) or more pets must have prior management approval
- Pets are defined as Dogs, Cats, & Birds
- All Birds must remain in the vehicle at all times

Additional Rules & Regulations

- RV Park Management reserves the right to remove any guest from the RV Park property whose behavior adversely affects the use, enjoyment, or safety of the other guests
- Management reserves the right to refuse service to anyone
- Guests use the Franklin County RV Park facilities and amenities at their own risk
- RV Park guests are responsible for the conduct, behavior, and control of themselves, their pets, their children, and their visitors
- Guests are financially responsible for malicious or willful damage to RV Park property and may be prosecuted and/or evicted
- The RV Park is not responsible for loss or damage due to fire, accident, theft, weather, or other catastrophic events. In the event of loss or theft, notify Pasco Police Dept. at 509-545-3510
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- All items are to be removed from the grass area during Quiet Time; from April – October the irrigation will water the grass areas during Quiet Time
- Footstools may remain on the grass area as long as it does not impede the growth of the grass
- Trash must be placed in the waste containers at the North or South end of the RV Park
- No disposal of hazardous waste (oil, batteries, paint, etc.) or large items in waste containers
- Wastewater must be discharged into authorized receptacles only and never onto the ground
- Sewer collars or approved sewer seal connections are required at all times
- No hanging clothes or other laundry items outside
- Use of the laundry room requires adherence to the posted rules within the laundry area
- Smoking is not permitted inside any building at the Franklin County RV Park
• Open fires are not permitted at any time; gas and charcoal are acceptable if properly supervised
• Propane tanks must be stored properly, in accordance to all applicable laws and regulations
• Guests are not allowed to sell, advertise, or offer services/goods while residing in the RV Park
• No signs or other notices can be posted in any areas without written authorization by the RV Park Manager
• No outside storage is allowed, with a few exceptions including: potted plants, patio chairs, patio table, grill, propane tanks, and bicycles; which must be stored in an organized manner on the concrete portion of the RV site
• No planting anything in the ground within the RV Park
• Bicycles, skateboards, and skates may not be used on the sidewalks, across RV sites, or in buildings
• No practicing hockey anywhere in the RV Park
• No throwing objects (softballs, footballs, Frisbees, etc.) around the RVs