

Connell City Hall
104 E. Adams Street

**City of Connell, Washington
CITY COUNCIL
PRELIMINARY AGENDA**

**REGULAR MEETING
January 4, 2016**

REGULAR MEETING

6:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS
 - A) Oath of Office
Councilmember Kathryn Silva Position No. 6
5. CONSENT CALENDAR

All matter listed within the Consent Calendar have been distributed to each member of the Connell City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Calendar and placed on the Regular Agenda by request.

 - a) Minutes of the Regular Council Meeting December 21, 2015
 - b) Accounts Payable 12/30/2015 for \$50,345.40
 - c) Accounts Payable 1/4/2016 for \$8,985.00
6. PRESENTATIONS FOR COUNCILMEMBERS
7. CITIZEN COMMENT/NON-AGENDA ITEMS
8. APPROVAL OF AGENDA
 - ORDER OF BUSINESS
9. PUBLIC HEARING-Water Use Efficiency Goal Setting
Presentation by Dave Jepsen, P.E. Anderson-Perry
10. USDA-Refinancing Current Loan
11. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
 - A. RES 2016-01 Housing Enhancement Fund (HEF) Application
 - B. Upcoming CDBG Hearing Process
12. Homeless Housing & Assistance Programs/Plans – Interlocal Agreement (ILA)
13. Mid-Columbia Meals on Wheels – Memorandum of Understanding (MOU)
14. Tree Board Ordinance
15. Building Inspection Services – Interlocal Agreement with Franklin County
16. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
17. EXECUTIVE SESSION
18. ADJOURNMENT

The public is welcome and encouraged to attend this meeting. The City of Connell wishes to provide reasonable access to all public meetings for individuals with disabilities. Please contact the City Clerk at least three business days prior to the meeting for accommodations to be arranged.

MEETING OF THE CITY OF CONNELL, WASHINGTON
CONNELL, FRANKLIN COUNTY, WASHINGTON

December 21, 2015

The regular semi-monthly meeting, of the Connell City Council was called to order by Mayor Blackwell at 6:00 pm in the City Hall and was opened with the Pledge of Allegiance.

City Clerk/Treasurer Maria Peña administered the Oath of Office to: Ray Minor Council Position #5.

ROLL CALL

PRESENT: Mayor Bruce Blackwell, Mayor Pro Tem Monty Huber, and Councilmember's: Rhonda Quinton, and Ray Minor.

ABSENT: Councilmember Kathie Silva and Councilmember Joe Escalera

STAFF: Attorney Dan Hultgrenn, City Administrator Jed Crowther, Police Chief Chris Turner and City Clerk/Treasurer Maria Peña.

VISITORS: Kathy Bingham, Franklin County Graphic: Citizens Manny Choi and Eddy Ochoa

CONSENT CALENDAR

Motion: Councilmember Quinton moved to approve the Consent Calendar with correction.

- a) Minutes of the Regular Council Meeting of December 7, 2015
(Correction: Insert \$50,000 for each lot on page 4)
- b) Minutes of the Special Council Meeting December 15, 2015
- c) Check Register 12/14/2015 \$650.00
- d) Accounts Payable 12/21/2015 for \$57,357.71
- e) Payroll Check Register \$53,393.30

Mayor Pro Tem Huber seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

Motion: Mayor Pro Tem Huber moved to approve the agenda. Councilmember Minor seconded motion. Motion carried unanimously.

ADOPTION OF THE 2016 BUDGET

City Clerk/Treasurer Maria Peña stated she removed the Park & Recreation position from the 2016 Budget as discussed at the Special Council meeting December 15, 2015.

Motion: Mayor Pro Tem Huber moved to approve Ordinance No. 961-2015 adopting the 2016 Budget for the City of Connell. Councilmember Quinton seconded motion. Motion carried unanimously.

TRANSFER OF THE SOLID WASTE BILLING –BASIN DISPOSAL, INC

Council approved an amendment to the Solid Waste Contract at the November 16, 2015 council meeting. Ordinance No. 962-2015 was presented to council for approval to transfer sanitation billing to Basin Disposal, Inc.

MEETING OF THE CITY OF CONNELL
Regular Meeting-December 21, 2015

Motion: Councilmember Minor moved to adopt Ordinance No. 962-2015. Mayor Pro Tem Huber seconded motion. Motion carried unanimously

MASTER FEE SCHEDULE UPDATE –SANITATION

As of January 1, 2016 Basin Disposal, Inc would be billing garbage services to the citizens of Connell. An update to the Master Fee Schedule was presented to Councilmember's for approval to remove sanitation fees from the City of Connell's Master Fee Schedule.

Motion: Councilmember Huber moved to adopt Resolution No. 2015-17 amending the Connell Master Fee Schedule. Councilmember Quinton seconded motion. Motion carried unanimously

COMMITTEE / DEPARTMENT REPORTS

CITY ADMINISTRATOR –Jed Crowther

A) CDBG-follow up for grant for street development

POLICE DEPARTMENT-Chris Turner

A) Adopted families for Christmas

B) Radio's came in and have been installed

CLERK/TREASURER- Maria Peña

A) Received a letter from USDA for refinancing debt

MEETING ADJOURNED

There being no further business before the City Council of Connell, Mayor Blackwell adjourned the meeting at 6:10 pm.

ATTEST: _____
Rose Courneya, Deputy Clerk/Treasurer

Bruce Blackwell, Mayor

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 12/30/2015

Time: 11:25:48 Date: 12/31/2015
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
14756	12/30/2015	12/30/2015	Anderson Perry & Assoc.	2,870.00	Well #6 Evaluation
14751	12/30/2015	12/30/2015	Bank Of America - Visa	66.81	Misc-Visa Card Purchases
14764	12/30/2015	12/30/2015	Bank Of America - Visa	401.07	Police Dept. Visa Purchases
14769	12/30/2015	12/30/2015	Bank Of America - Visa	928.76	Fire Dept. Visa
14767	12/30/2015	12/30/2015	Basin Disposal Inc.	18,970.14	Sanitation 11/21-12/20/15
14746	12/30/2015	12/30/2015	Cascade Earth Sciences Ltd	1,672.12	W.W. Soil Testing
14758	12/30/2015	12/30/2015	CenturyLink	869.08	Dec Phone Bills
14755	12/30/2015	12/30/2015	Centurylink	41.62	Tri-City Line
14752	12/30/2015	12/30/2015	Crop Production Services	401.22	Sterlant For Roadsides
14747	12/30/2015	12/30/2015	Desert Winds Wireless	45.00	WW Internet
14759	12/30/2015	12/30/2015	Franklin Co Corrections	3,305.54	Inmate Housing & Medical
14770	12/30/2015	12/30/2015	Franklin County E911	13,919.50	4th Qtr Dispatch User Fees
14757	12/30/2015	12/30/2015	Hall, Jonathan	109.50	Refund Of Building Permit Paid In Error To City For Andy Pettitt Permit # 2015.0078.RF0008
14761	12/30/2015	12/30/2015	JDT Sales and Repair	37.80	#122 LOF
14766	12/30/2015	12/30/2015	Kuffel, Hultgrenn,	2,316.50	Professional Services
14765	12/30/2015	12/30/2015	Kunkel, Molly J.	20.00	Zumba Class
14762	12/30/2015	12/30/2015	Psychological Consultants	550.00	Reserve Margulies Psychological
14763	12/30/2015	12/30/2015	Public Safety Testing	125.00	4th Qtr Services
14748	12/30/2015	12/30/2015	RTC Manufacturing , Inc.	198.00	School Light Controller Repair
14749	12/30/2015	12/30/2015	Total Energy Management	1,786.32	L.S. Telemetry Repair
14760	12/30/2015	12/30/2015	Washington State Patrol, Budget and Fiscal Service	534.00	4th Qtr ACCESS User Fee
14753	12/30/2015	12/30/2015	Wesley Group, The	50.00	Labor Relations
14750	12/30/2015	12/30/2015	Western Systems, Inc.	1,090.36	School Light Replace
14754	12/30/2015	12/30/2015	Xerox Corporation	37.06	Last Bill For Old Copier Copies
Report Total:				50,345.40	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Connell and that I am authorized to authenticate and certify to said claim.

() Finance Director () Auditing Officer _____ Date: _____
 () Deputy Finance Director

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

Time: 11:26:26 Date: 12/31/2015
Page: 1

As Of: 01/04/2016

Accis Pay #	Received	Date Due	Vendor	Amount	Memo
14620	01/04/2016	01/04/2016	47	300.00	AWC Conference Mayor And Minor
14768	01/04/2016	01/04/2016	4107	8,585.00	Connell Parity Lien Water 2005B
14621	01/04/2016	01/04/2016	3775	75.00	2016 Membership Dues-Maria, Rose And Marissa
14690	01/04/2016	01/04/2016	3775	25.00	Member Renewal
Report Total:				8,985.00	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Connell and that I am authorized to authenticate and certify to said claim.

() Finance Director () Auditing Officer _____ Date: _____
 () Deputy Finance Director



MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: **Water System Plan – Public Hearing**

Dave Jepsen, P.E. Anderson-Perry has been diligently preparing updated Water System Plan (WSP) including completion of all required procedures and supporting documentation.

For an outline:

1. **Water System Plan (WSP)** - Updating Chapters 1 and 2.
2. **Water Use Efficiency (WUE) Goals**. Updating/Creating New Goals. By public hearing.
3. **Technical Memorandum No. 1 - Reclaimed Water Usage**.
Water systems with greater than 1,000 connections must evaluate reclaimed water usage.
4. **Technical Memorandum No. 2 - Water Loss Control Plan**.
Addresses distribution system leakage (DSL).
5. **Technical Memorandum No. 3 - Water Use Efficiency (WUE) Program**.
Basis for upcoming adoption of new WUE goals to be discussed Jan 4 Council meeting.
6. **Water Service Area Maps**. These maps are important as they will provide guidance on where and who the City can provide water now and in the future.
7. **Public Hearing & Informational Public Meetings**. January 4 and 19 City Council.
8. **Summary of Findings from the WSP**.
9. **Revisions**.
10. **Submit the WSP to Department of Health (DOH)**.

Full information is available upon request (more than 60 pages). Tech Memo No. 3 is attached in the Council packet to prepare for discussion on January 4 regarding water use efficiency goals.

We appreciate the thorough work and preparation to properly update our Water System Plan.



Connell Public Works

104 E. Adams, P.O. Box 1200 ♦ Connell WA 99326
(509) 234-6431 ♦ Fax: (509) 234-2704
E-Mail: LTurner@connellwa.org



NOTICE OF PUBLIC HEARING Water Use Efficiency Goal Setting

NOTICE IS HEREBY GIVEN that a public hearing will be held on **Monday, January 4, 2016 at 6:00 p.m.** or soon thereafter at the regular meeting of the City Council of the City of Connell to receive comment and testimony regarding water use efficiency goal setting for the City of Connell, Washington, pursuant to WAC 246-290-830. Said public hearing will be held at **Connell City Hall, 104 E. Adams Street, Connell, WA.**

You may submit written testimony/comments and /or questions to Public Works Department, Larry Turner, PO Box 1200, Connell, WA. 99326. Written testimony/comments need to be considered by the City Council at the said hearing must be submitted before 4:00 p.m., on January 4, 2016.

Materials supporting the rationale for the City of Connell's proposed water efficiency goals, pursuant to WAC 246-290-840(4)(d)(i-iv), are available at Connell City Hall, 104 E. Adams Street, Connell, WA 99326, (509)234-6431.

Date this 18th day of December, 2015.

City of Connell

Published on December 18th, 2015 City of Connell Website

LT

Technical Memorandum No. 3

City of Connell

Water System Plan

By: Dave Jepsen, PE, Anderson Perry & Associates, Inc. DJ
RE: Water Use Efficiency (WUE) Program
Date: December 21, 2015

WUE measures are evaluated and recommended herein for implementation as a program for efficient water use at the City of Connell's water system. Water efficiency measures consist of practices and activities that result in any beneficial reduction in water losses, waste, use, or demand. Efficient use of water benefits the water purveyor, its customers, the environment, and customers by improving water quality, reducing water system expenses and needed upgrades, and protecting water resources.

WUE requirements for the State of Washington are described primarily in the Department of Health's (DOH) Water Use Efficiency Rule Guidebook (2011). The main elements of the new WUE rules include the following.

- Current Water Conservation/WUE Activities
- Water Metering and Data Collection Requirements of Production and Consumption Meters
- Water Supply Characteristics
- Water Demand Forecasting
- Distribution System Leakage Standard
- WUE Program Elements and Goals
- Implemented and Evaluated WUE Measures
- Summary
- Submission of Annual Performance Reports

In this memorandum, each of the above elements will be addressed and discussed below as it pertains to the City's water system.

Current Water Conservation/Water WUE Activities

The City has been actively utilizing water conservation measures for a number of years. The status of the City's current water conservation measures is summarized in Table 1.

TABLE 1
Status of Current Water Conservation Measures

Measure/Activity	Status
Public Education Through Program Promotion – The City occasionally encloses water saving guideline pamphlets with water bills, and periodically publishes water consumption and production figures in the local newspaper.	The City primarily promotes water use efficiency/conservation through its annual consumer confidence report (CCR).
System Measures, Source Meters – All sources are metered except Wells No. 1 and No. 2. All active wells are recorded daily and monitored by the City's telemetry system. Wells No. 1 and No. 2 are only used for emergency purposes.	Wells No. 1 and No. 2 are scheduled to be decommissioned over the next 6 years.
System Measures, Service Meters – Once meters are installed for the City parks and swimming pool, the City's system will be 100 percent metered.	Meters at the City parks and swimming pool have been installed.
Conservation Pricing – The City adopted a conservation pricing water rate structure in 2003. In the previous Water System Plan, the basic water use charge was reported to be \$0.68 per 100 cubic feet (cf) for the first 1,000 cf of water used in a month. The rate increased to \$0.82 per 100 cf for all usage over 1,000 cf of water used per month.	The City still retains a two block tier system and currently charges \$0.99 per 100 cf for the first 1,000 cf used and \$1.19 per 100 cf for all usage over 1,000 cf of water used per month.
Water Main Replacement and Leak Repairs – The City strives to replace old, failing pipe with new pipe as project funding is available. Any leaks on the water system are repaired.	The City has replaced over 20,000 linear feet of 6-inch diameter or greater water main piping since 2007.
Reclaimed Water Use – The City reuses water from its Wastewater Treatment Plant for agricultural irrigation.	The City continues to use reclaimed water for agricultural irrigation.
Tracking of Bulk Sales – The City tracks all bulk sales through the use of fire hydrant meters.	Bulk sales continued to be documented by the City.

Water Metering and Data Collection Requirements of Production and Consumption Meters

WUE rules require that all production and consumption in municipal systems be metered. The City is in compliance with this rule in regards to its active sources and customers. Though two of the City's wells (No. 1 and No. 2) are not currently used (emergency sources), these sources are not metered and therefore are not in compliance with the WUE rules. These wells are slated for decommission within the next 6 years.

Water Supply Characteristics

The City currently relies on groundwater from six active wells (Nos. 3, 4, 5, 6, 8, and 9B) to supply its potable water needs. All six wells are deep (greater than 500 feet below ground) basalt wells. The combined instantaneous total well capacity is 4,800 gallons per minute (gpm). Of these wells, the City typically relies on five wells (No. 4, No. 5, No. 6, No. 8, and No. 9B). The City also has Well No. 10, which is currently used for agricultural irrigation. This well has a capacity of 1,600 gpm but is not currently approved for potable water use. The City is planning on using this well for potable water use in the future.

The City has a total of ten water rights with diversions of up to 9,600 gpm, instantaneous flows, and an annual volume of 5,011 acre-feet per year. The City also has two irrigation rights totaling 2,400 gpm and 1,411 acre-feet per year.

With the exception of nitrate concentrations in Wells No. 3 and No. 6, water quality of the City's sources is acceptable and within the State's drinking water standards. Nitrate concentrations in Well No. 6 have periodically been observed to spike above the State's maximum contaminant level (MCL) concentration of 10 milligrams per liter (mg/l), and then return to concentrations below the MCL value. Since November 2014, the nitrate concentration in Well No. 6 has been consistently observed to be greater than 10 mg/l. The nitrate concentration in Well No. 3 was recently observed to be greater than the nitrate MCL value from a recent water sample from the well (July 2015).

Water Demand Forecasting

Water demand forecasting is typically tied to historical population growth and demographic trends of the region of interest. Most projections are based upon the extrapolation of past trends from an area or region. While history may not repeat itself, past trends serve an initial basis for population projections. Future water demand is also affected by a community's water use efficiency. The ability to conserve and use water efficiently is a factor in projecting future water demand needs.

The population in Connell is anticipated to increase from the current population of 5,330 to 5,985 in 2021 and to 7,686 in 2035. Future water demand calculations were performed in preparation of Chapter 2 of the City's Water System Plan (draft). Without conservation or distribution system leakage (DSL) reduction (Scenario No. 2), the forecasted water demand in Year 2021 is a maximum daily demand (MDD) of 6.186 million gallons per day (MGD) and an annual demand of 4,009.5 acre-feet. For Year 2035, an MDD of 8.376 MGD and annual demand of 5,471.7 acre-feet is anticipated. The City has sufficient potable water rights in the instantaneous rate annual volume to satisfy the projected water demand with demand and DSL reductions (Scenario 1). Without demand and DSL reduction, the City would need to transfer and utilize its irrigation rights for Wells No. 9B and 10 to satisfy future demand.

Distribution System Leakage Standard

The WUE rules require a DSL standard of 10 percent or less based on a 3-year rolling average. DSL is all unauthorized water and all authorized water that is not tracked or estimated. As discussed in Chapter 2, the City's calculated rolling DSL for the past 3 years (2012 through 2014) is 19.8 percent. Since this average is above the State standard of 10 percent, the City is required to compile and implement a water loss control action plan (WLCAP). Recommendations for this plan are provided in Technical Memorandum No. 2 (Appendix E).

WUE Program Elements and Goals

The program elements and goals for WUE establish the framework for the City to implement cost-effective WUE measures. The City's proposed program elements and goals, including evaluated and adopted WUE measures are discussed below.

On July 7, 2010, the City adopted the following WUE goals:

- Demand Side Goal: Reduce annual consumption per residential connection by 2 percent over a 6-year period.
- Supply Side Goal: Reduce DSL to 10 percent in 5 years.

As reported in Chapter 2, the annual service water use in the City has decreased by approximately 7.8 percent since 2012. The service use per residential unit has decreased by approximately 5.7 percent over the same time period. The annual service water use is summarized in Table 2.

TABLE 2
Annual Service Water Use Summary

Year	Service Use, cf/year	Residential Connections	Service Use Per Residential Unit
2012	126,829,344	1,228	103,281
2013	120,438,406	1,187	101,464
2014	117,093,421	1,202	97,415
Average	121,453,723	1,206	100,708

* - Based on the sum of billing groups No. 1, 3, 4, 14, and 15.

The decrease is largely attributed to reductions by ConAgra, the City, and in bulk sales. However during the same period, residential/commercial usage increased by approximately 13.5 percent and Coyote Ridge Correction Center usage by approximately 4 percent. Based on this information, we recommend that the City continue to utilize its current demand side goal of reducing annual consumption per residential connection by 2 percent over a 6-year period.

With the City's current 3-year rolling DSL of 19.8 percent, Connell is not in compliance with the State's DSL standard of less than 10 percent. We recommend the City adopt a supply side goal of a DSL of less than 10 percent by Year 2021.

To summarize, the proposed WUE goals for the City of Connell's water system are as follows:

- Two percent reduction in annual consumption per residential unit over a 6-year period – demand side goal
- DSL of 10 percent or less through Year 2021 – supply side goal

These goals need to be formally adopted by the City of Connell City Council. Prior to adopting WUE goals, the City will need to engage its users and interested members of the public in a public forum. Typically most municipalities hold a public hearing on the proposed WUE goals on the same date and time of their regularly scheduled public meeting (i.e. Council meeting). The public hearing is held to solicit comments from the system customers and the general public. Once all comments are received, the public hearing is closed and the City would conduct its regular meeting with adoption of the proposed WUE goals as one of its possible action items to be addressed.

The City will also need to provide notice to the public and its customers at least two weeks in advance of the meeting. Documentation on the City's efforts to notify its customers and the general public will need to be compiled and submitted to the DOH as part of the completed City's Water System Plan.

Implemented and Evaluated WUE Measures

In the publication Water Use Efficiency Guidebook (2011), the measures that a municipal water purveyor must implement and those that must be evaluated are listed. With 1,068 water service connections, the City must implement the following seven mandatory WUE measures, evaluate conservation rates, and evaluate or implement five additional measures.

Mandatory

- Install production meters on all sources
- Install consumption meters on all services
- Perform meter calibration
- Implement a WLCAP to control leakage
- Educate customers about WUE practices
- Evaluate consumer rates that encourage water demand efficiency
- Evaluate reclaimed water use opportunities for water systems with 1,000 connections or more

Additional

- Evaluate or implement five additional measures

The proposed WUE measures are identified and discussed below. A summary of the measures to be implemented is given at the end of this discussion.

Installation, Operation, and Calibration of Production and Consumption Meters - Even though Wells No. 1 and No. 2 are not currently being used and are only operated for emergency purposes, these wells are not in compliance since they lack production meters. These wells are proposed to be decommissioned within the next 6 years. For the active wells, the City has standardized to magnetic flowmeters and periodically calibrates these meters.

Consumption meters are installed and operating on all of the City's services in accordance with the WUE requirement. Meters are periodically replaced on an as-needed basis.

Implementation of WLCAP - The three-year DSL rolling average for the City is approximately 19.8 percent which is above 10 percent standard. Consequently, the City is not in compliance

with the DSL standard and compilation of a WLCAP is required. This plan is discussed in Technical Memorandum No. 2. The main elements of the plan are summarized below.

- Establish WUE Supply Side Goal with a DSL of less than 10 percent
- Better Documentation and Tracking of Unbilled Authorized Consumption
- Leak Detection of the Water System
- Continued Water Meter Replacement
- Replace 10-inch West Hawthorn Street Main
- Water Main Repair and Replacement

Additional details on the recommended WLCAP are given in Technical Memorandum No. 2.

Customer Education on WUE Measures - The goal of WUE education is to inform customers about the importance of using water efficiently. Education of customers about how they can use water efficiently at least once per year is required under the State's WUE rules. Implementation of customer education activities or measures more than once per year is considered an additional WUE measure.

Consumer education may take on the form of mailers, workshops, and individual WUE reviews. Education topics for customers can range over a wide variety of conservation issues including the following.

- Detecting and Fixing Leaks
- Landscape WUE and Irrigation Practices
- Efficient Use of Water when Washing Cars or Other Outdoor Use
- Low Water Use Landscaping (Xeriscape™)
- Potential Curtailment Activities
- General Conservation Awareness

A significant amount of education materials have been developed at little or no cost to the water provider from such organizations as AWWA and DOH. Pamphlets, videos, DVD- CD computer programs, and other materials are available to assist the water provider in their customer education efforts. Information is available on a variety of topics and materials can be obtained for practically any age group, demographic, or purpose.

The effectiveness of consumer education measures, in terms of conservation and WUE, is difficult to predict. During periods of drought, public awareness is high and public education may result in significant water consumption reductions. During other periods, the effectiveness will depend greatly on the program itself.

Presently, the City's public education efforts primarily consist of messages occasionally included in the City's annual CCR. We recommend the City continue these existing customer education efforts and consider adding WUE information to its website, notifying customers of possible leaks based on water meter readings, and adding consumption history to customer water bills.

Water Conservation Rate Pricing - A proper water rate structure supports and encourages water conservation. The ideal conservation rate structure encourages maximum participation in WUE efforts while simultaneously providing revenue stability, user equality, and easy

implementation and administration. The City currently uses the rate structure shown in Table 3, with prices shown in terms of \$/cf and \$/gallon.

TABLE 3*
City's Water Rates

Tier	Volume (cf)	Price	Volume (gallons)	Price
Residential Base	0	\$13.23	0	\$13.23
Tier 1	0 to 1,000	\$0.0102/cf	0 to 7,480	\$1.36/1,000 gallons
Tier 2	>1,000	\$0.0123/cf	>7,480	\$1.64/1,000 gallons

* – Excludes charges for the Washington Department of Corrections

While this rate structure provides excellent revenue stability, we recommend the City consider adding at least one, and possibly two tiers to promote WUE by the large water consumers within the City. The second tier should be divided into at least two, or maybe three tiers.

Reclaimed Water - Under the State's WUE rules, evaluating reclaimed water opportunities and the use of three element cost-effectiveness evaluation criteria are required for water systems with 1,000 or more service connections. This evaluation was completed and discussed in Technical Memorandum No. 1.

The City is currently using its reclaimed water for agricultural irrigation. While other opportunities for reclaimed water use in Connell exist, the capital costs associated with the infrastructure needed to produce, store, and convey reclaimed water to the areas of use are significant. Given this substantial cost and the anticipated minimal savings of potable water, at this time, we believe the City and its resources would best be served by concentrating efforts on achieving its WUE goals.

Additional WUE Measures - In addition to the above mandatory WUE measures, five additional measures need to be evaluated or implemented. The City has already implemented three additional measures which are discussed below.

- **Implementation of Water Conservation Rate Structure** – The City's current rate structure is a base rate (no minimum usage) with two inclining blocks (1 to 1,000 gallons and greater than 1,000 gallons). See discussion above for more details.
- **Customer Notification of Possible Leak** – The City notifies customers of a possible leak on the house side of the meter from an unusual or abnormally high meter reading value.
- **Additional WUE Information Handouts** – Additional WUE informational handouts are provided in City Hall for the public's use.

The City will need to implement two additional measures into its WUE program. We will need the City's input as to which one or more measures the City would like to implement. The following is a list of potential measures that the City could implement as its final additional WUE measure. This list is not exhaustive but represents typical measures that would assist the City in achieving its WUE goals.

- **Consumption History on Customer’s Water Bill** – The City has recently updated their water utility statements to include customer’s consumption history over the past 12 months.
- **WUE Information on City’s Website** – With this measure, the City would compile and insert a water conservation/WUE page on its website with information and links to other helpful websites.
- **New Customer Water System Informational Packets** – These packets would be given to new water system customers and could include information on WUE measures system policies, user rates, cross-connection control, and other information that might be helpful to a new customer.
- **WUE Educational Display Board** – A display board could be compiled showing the importance and benefits of efficient water use in the City. This board could possibly be displayed at City Hall, the library, or at public events.

A brief comparison of proposed measures, in terms of the water system, cost-sharing, and societal perspectives, is provided in Table 4.

TABLE 4
Perspective Comparison of Proposed Additional WUE Measures

Proposed Measure	Perspective		
	Water System	Cost-Sharing	Societal
Consumption History on Customer Water Bills Advantages: Provides direct customer feedback Disadvantages: Information may not fit on City’s postcards used for billing	\$500 – Initial set-up fee; available on City’s existing accounting program	Limited (Specific to City)	Provides direct feedback to all customers on their water use
WUE Information of the City’s Website Advantages: Web access Disadvantages: Unknown effectiveness	\$500 Startup	Limited	Educational ⁽¹⁾ – Potential wide audience
New Customer Water System Informational Packets Advantages: Introduce WUE to new customers Disadvantages: Limited audience	\$20 per year	Limited – But would cover all user groups	Educational ⁽¹⁾ – Limited to new customers
WUE Educational Display Board(s) Advantages: Portable, use of multiple venues Disadvantages: Needs periodic updates, unknown effectiveness	\$100 startup	Possible – If generic in material, could utilize with another water supplier	Educational ⁽¹⁾ – Wide venues for display and outreach

⁽¹⁾ – Water savings from educational WUE measures are difficult to ascertain

Summary

The proposed City’s WUE program, including start dates, budget, comments, and additional potential measures, is summarized in Table 5. The intent of these measures and activities are for the City to meet its WUE goal outlined above.

**TABLE 5
Summary of Connell’s Proposed WUE Program**

Measure/Activity	Start Date	Budget	Activity
Install and Operate Production and Consumption Meters			
Production meters already installed on active sources, Wells No. 1 and No. 2 are not metered	N/A	\$53,000	Decommission Wells No. 1 and No. 2
Test and calibrate production meters intervals recommended by meter manufacturer	N/A	N/A	In compliance
Consumption meters already installed	N/A	N/A	In compliance
Water Loss Action Control Plan (WLCAP)			
Establish a WUE Supply Goal of a DSL of less than 10 percent	Jan 2016	N/A	Recommended for adoption as a 6-year goal
Better Documentation and Tracking of Unbilled Authorized Consumption	Jan 2016	N/A	Initiate discussion of WUE requirements with Fire Department
Leak Detection	Jan 2016	\$3,500	Annually until DSL is less than 10 percent
10-inch West Hawthorn Avenue Water Main Replacement	Uncertain	\$402,700	Construction is dependent on ConAgra’s plant shutdown schedule
Water Main Repair and Replacement	On-going	-	Repairs as needed
Customer Education about WUE Practices			
Education materials sent to customers annually	Ongoing	In budget	In Consumer Confidence Report
Water Conservation Rate Pricing			
Conservation rate structure in place; recommend consideration of additional tier blocks	Oct 2016	N/A	Start implementation with budget meetings in Oct 2016
Additional Measures (Five Mandatory)			
Implement a Water Conservation Rate Structure	Existing	N/A	Already in place
Customer Notification of Possible Leak	Existing	N/A	Notify customers based on unusual meter readings
Additional WUE Literature	Existing	\$20/yr	WUE literature provided at City Hall for public’s use for free
Consumption History on Customer Water Bills	Potential	\$500	Show 6 or 12-month history on bill; set-up fee
WUE Information on the City’s Website	Potential	\$500	Place WUE information on the City’s website, initial cost
New Customer Water System Informational Packets	Potential	\$20/yr	Estimated cost for materials and printing
WUE Educational Display Boards	Potential	\$100	For display at City Hall, library, schools or public events, cost of materials

Submission of Annual Performance Reports

- WUE rules require the submission of an annual performance report on the City's water use and WUE program implementation. This report must include information on how much water is produced, how much water is lost in the distribution system, and what progress has been made toward achieving the annual water savings goals. The City has submitted annual performance reports since 2009 and is thus in compliance with this requirement.



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: MARIA PEÑA, CITY CLERK TREASURER
RE: USDA LOAN REFINANCE

I recently received a letter from USDA asking us to refinance our loan. We currently have a principal balance of \$ 858,053. Taking into account the payment for 2016 I believe we will need to refinance \$800,000.

Background: We acquired this loan in 2004 for improvements to the water system that included a waterline from the City farm to Terrace Heights and improvements to Sagewood. The loan was for 2 million dollars at an interest rate of 4.375% with annual payments of \$106,760 for 40 years.

In 2014 Council approved a payment of \$750,000 to reduce the principal balance of the loan. The City authorized an interfund loan from the 111 General Support fund for \$500,000 with an interest rate of 1% with annual payments of \$52,791.04 for 10 years. This allowed us to save \$1,143,955 in interest.

In 2015 I made an additional payment of \$100,000 towards the principal balance. My goal had been to have the loan from USDA paid off in 2018.

I have contacted both Community First and US Bank, both have given me options in flexible rates and fixed rates for a 10 year term. With either bank there would not be a penalty for prepayment and my goal would be to have the loan paid in full in at least five years. With US Bank we would need to open an account so that payments could be deducted automatically.

Proposals for 10 year terms: Currently the flexible rate for Community First is 2.28% and US Bank is 2.25% (a difference of approx \$1,408). These rates would be adjusted monthly or quarterly, up or down, depending on prime rate. The fixed rate currently from Community First is 3.25% and US Bank is 2.7%.

Recommendation: Staff recommends working with US Bank to refinance \$800,000 at a fixed rate of 2.7%.

The City will need to retain bond counsel to do the documents. In the past the City has worked with Mike Ormsby at K&L Gates, who has since retired. Shortly after receiving the letter from USDA I received a letter from Laura McAloon at K&L Gates LLP that the Spokane office was closing at the end of 2015. Laura has joined Workland & Witherspoon, PLLC and would continue to offer municipal bond counsel services. I have contacted Laura and asked her to work with us on the refinancing of the USDA loan.

AGENDA #10



United States Department of Agriculture

December 3, 2015

City of Connell
PO Box 1200
Connell, WA 99326

14 2015
[Signature]

Dear Mayor:

The financial progress you have made since receiving your USDA, Rural Development (formerly Farmers Home Administration (FmHA) loan(s) has been reviewed. Your USDA, Rural Development security instruments require you to refinance the unpaid balance of your loan(s). This is to be done when you have progressed to the extent that you can obtain credit from responsible cooperative or private lenders.

We have evaluated your financial progress, and find you should now be able to secure satisfactory credit to pay your USDA, Rural Development loan. Therefore, we request that you refinance your Community Program loan number 91-01 in full. The approximate balance is

91-01 \$858,053 and interest rate is 4.375%

If you are unable to graduate your loan(s) in full, you will need to provide this office within 90 days with written evidence showing that you made an earnest effort to seek other credit. Such evidence should include:

1. The name(s) of other lender(s) contacted.
2. The amount of loan requested by you and the amount, if any, offered by the lender(s).
3. The rates and terms offered by the lender(s) or the specific reason(s) why other credit is not available, and,
4. The purpose of the loan request.

If you wish an appointment will be arranged to discuss questions you may have. Our telephone number is (509) 454-5743.

Sincerely,

134

Marti Canatsey
Community Programs Specialist

Rural Development • Washington State Office
1606 Perry Street, Suite D • Yakima, WA 98942
Voice (509)454-5740 • Fax (855) 847-5491

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: Community Development Block Grant (CDBG)

\$2M HOUSING AWARD

Last year in December, Department of Commerce awarded \$2 million to Connell Family Housing, by Housing Trust Fund (HTF), to construct 50-unit farmworker housing, submitted by the Housing Authority of the City of Pasco and Franklin County.

\$200,000 CDBG APPLICATION

In connection with this project, the City worked with Housing Authority and Beacon Development, and the City submitted an application to Department of Commerce for Community Development Block Grant (CDBG) Housing Enhancement Fund (HEF); "requesting \$200,000 for offsite infrastructure improvements in the public right-of-way to support new construction of the Housing Authority's affordable housing community".

PRELIMINARY RESULTS

On Dec 9, the City received positive notification from Department of Commerce (*attached*), requesting additional required documentation, to advance toward a grant award.

We are working diligently through CDBG requirements for the Housing Enhancement Funds (HEF) (\$200,000 for the street work) within the Connell Family Housing project.

TASKS COMPLETED

We have completed:

- Community Demographics and Title VI Certification
- Floodplain Review

We have prepared **Resolution 2016-01** (*attached*) in compliance with CDBG requirements.

UPCOMING CDBG HEARING

We have scheduled a CDBG Hearing for January 19 including Citizen Participation Documentation. The hearing will take into account two funding targets: 1)HEF Grants. 2)General Purpose Grants. An outline of potential projects will be made available.

SUMMARY

We are pleased with excellent collaboration to advance housing development in Connell, including long-sought-after paving extension of Ford Avenue, and the financial means to do so, via CDBG.

We have also made significant progress recently to update Water System Plan & Sewer System Plan. This effort will advance our readiness to proceed on important infrastructure improvements.

RECOMMENDATION

Move to approve Resolution 2016-01 CDBG Housing Enhancement Fund Application.

AGENDA #11



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

December 9, 2015

Mr. Jed Crowther
City Administrator
P.O. Box 1200
104 East Adam Street
Connell, WA 99326-1200

Dear Mr. Crowther:

We have received the Community Development Block Grant (CDBG) Housing Enhancement Grant application for the City of Connell from the Housing Trust Fund (HTF). You are requesting \$200,000 for offsite infrastructure improvements in the public right-of-way to support new construction of the Housing Authority's affordable housing community.

To receive CDBG funding, you must supply this additional documentation to complete the CDBG application and meet federal requirements that were not part of the state HTF application:

- Community Demographics and Title VI Certification
- CDBG Resolution with Certifications of Compliance
- Floodplain Review
- Citizen Participation Documentation
- Revised Project Budget, if applicable

This is not an award letter. The city must complete the required documentation within 45 days. Once our review is completed and all the application requirements are met, you will receive an award letter. Enclosed are samples and instructions for these application documents.

Then before grant funds are expended, the city will need to:

1. Complete a grant subrecipient agreement with the Housing Authority of the City of Pasco and Franklin County to ensure adequate oversight of these funds. A sample agreement is enclosed.
2. Document the procurement of any professional services or construction contracts to be grant funded meets the CDBG procurement requirements.
3. Complete the CDBG environmental review and public notification steps under the National Environmental Policy Act.

Mr. Jed Crowther
December 9, 2015
Page Two

If you have questions regarding the CDBG Housing Enhancement Grant application process, please contact me at (360) 725-3042 or by email at lynn.kohn@commerce.wa.gov.

Sincerely,

Lynn Kohn
Commerce Specialist

cc via email: Housing Authority of the City of Pasco and Franklin County
Brian Lloyd, Beacon Development Group

Enclosures

**CITY OF CONNELL
CONNELL, WASHINGTON
RESOLUTION NO. 2016-01**

**A RESOLUTION OF THE CITY OF CONNELL, FRANKLIN COUNTY,
WASHINGTON, AUTHORIZING AN APPLICATION TO THE STATE
DEPARTMENT OF COMMERCE FOR COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG).**

WHEREAS, the City of Connell is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, the City of Connell has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that the City of Connell authorizes submission of this CDBG application to the state Department of Commerce to request \$200,000 from the Housing Enhancement Fund for the Connell Family Housing Project, and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s);

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; and will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended; and

The City of Connell designates Mayor Bruce Blackwell as the authorized Chief Administrative Official and the authorized representative to act in all official matters in connection with this application and The City of Connell's participation in the State of Washington CDBG Program.

ADOPTED by the City Council of the City of Connell and **APPROVED** by the Mayor this _____ day of _____, 2016.

Bruce Blackwell, Mayor

ATTEST:

Maria Peña, City Clerk - Treasurer

Approved as to form:

Dan Hultgrenn, City Attorney

City of Connell



EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: **Homeless Housing & Assistance – Interlocal Agreement**

Franklin County provided renewal contract for Homeless Housing & Assistance Programs & Plans.

RECOMMENDATION

Move to approve Interlocal Agreement between Franklin County and City of Connell in providing for local homeless housing and assistance programs/plans.

MRSC

Homelessness

This page provides a summary of general homeless prevention efforts in Washington State, as well as regulations on activities commonly associated with homeless individuals.

Homeless Prevention

Under the requirements of the Homelessness Housing and Assistance Act (Ch. 43.185C RCW), and in order to qualify for most funding sources, jurisdictions must complete a plan to address homelessness in their communities. Specifically, plans are required at the county level, which usually involves a cooperative plan between city and county governments together with local non-profits, businesses and faith communities. The Act does allow cities to opt-in to the planning process independently and one city, Spokane, has done so.

The Department of Commerce acts as the main coordinator of local and state level homeless programs and resources through their Homeless Assistance and Preventions Programs, and the Office of Homeless Youth. As well as providing funding, guidance, and technical assistance to local communities, they also coordinate the annual point in time count of homeless persons in Washington and track and report progress on reducing homelessness in conjunction with local jurisdictions. MRSC highly recommends contacting them regarding any homeless prevention efforts.

Prevention Planning Efforts

Since homelessness is a regional challenge with workable solutions that are often beyond the resources of most local governments, most planning efforts take place at the county level or higher. Typically city and county governments work with and through non-profits both to build and operate facilities and related programs for the homeless. Money may come from a variety of sources including private, city, county, state and federal funding programs. Building a regional network of partners and stakeholders is critical for a successful plan. Below are a number of examples highlighting some partnership approaches. The Department of Commerce also has county-wide plans that are available for review.

Homeless Housing

There are many different types and forms of housing that can provide shelter for homeless individuals. However, there are a number of housing types that are usually geared specifically toward homeless populations. These include:

- **Emergency Housing:** Temporary housing for individuals and families for periods not longer than somewhere between 60 and 90 days, though stays can also last only a day or so. These may or may not include additional supportive services.
- **Transitional Housing:** Temporary housing for individuals and families for periods up to two years. Include job training, self-sufficiency training, and other supportive services to help people transition to independent living.
- **Supportive Housing:** A form of permanent housing that is geared toward chronically homeless individuals (as well as others), who need continuous support to help maintain housing and access community services.

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

December 23, 2015

Mayor Bruce Blackwell
City of Connell
P O Box 1200
Connell, WA 99326

Re: Franklin County Homeless Housing and Assistance Interlocal Agreement

Dear Mayor Blackwell:

Enclosed please find a final revised version of the renewal of Franklin County Homeless Housing and Assistance (2163) Interlocal Agreement which was approved as to form by the Franklin County Prosecuting Attorney's Office on December 22, 2015. The term of the Interlocal Agreement shall be ten (10) years from the date of execution.

As you may be aware, funds for the 2163 Homeless Housing Assistance agreement are from document recording fees, dependent on the local economy. For the last few years Department of Human Services has administered and dispersed these funds to community case organizations within the community to provide homeless housing services to residents of Franklin County.

The renewal of the Interlocal Agreement will allow for continued services within Franklin County. During this last year new projects and service providers have come forth and the goal is to provide a wide range of comprehensive services.

Please review the enclosed Interlocal document, sign and return all 2 original signature pages to the Department of Human Services, so that we may proceed with the execution of the Interlocal. Please do not hesitate to contact me if you have any further questions.

Sincerely,



Kyle Sullivan
Administrator
Department of Human Services

WHEN RECORDED RETURN TO:

City of Pasco
525 North 3rd
Pasco, WA 99301

City of Connell
PO Box 1200
Connell, WA 99326

City of Mesa
PO Box 146
Mesa, WA 99343

City of Kahlotus
PO Box 100
Kahlotus, WA 99335

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FRANKLIN, AND:
THE CITY OF PASCO, THE CITY OF CONNELL, THE CITY OF MESA, AND THE
CITY OF KAHLOTUS; IN PROVIDING FOR LOCAL HOMELESS HOUSING AND
ASSISTANCE PROGRAMS/PLANS**

This Interlocal Agreement, hereinafter referred to as "Agreement", is entered into as of the _____ day of _____, 20__ between Franklin County, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY," with its principal offices located at 1016 North 4th Avenue, Pasco Washington, 99301; the City of Pasco, a municipal corporation with its principal offices located at 525 North Third, Pasco, Washington 99301; the City of Connell, a municipal corporation with its principal offices located at 104 E Adams Street, Connell, Washington, 99326-1200; the City of Mesa, a municipal corporation with its principal offices located at 103 Franklin Street, Mesa, Washington 99343; the City of Kahlotus, a municipal corporation with its principal offices located at E 130 Weston, Kahlotus, Washington 99335; hereinafter all the aforementioned cities referred to collectively as "CITIES."

This Agreement is entered into by the COUNTY under the authority of RCW 36.32.120, RCW 36.22.179, and Chapter 43.185C RCW. This Agreement is entered into by the CITIES under authority of RCW 36.22.179 and Chapter 43.185C RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

Sec. 1. Purpose: The purpose of this Agreement shall be to provide for the collection, administration, and expenditure of RCW 36.22.179 funds (also commonly referred to as "HHAA" or "2163" funds, after the name and number of the enacting legislation) to accomplish the purposes of chapter 484, Laws of 2005, RCW 36.22.179, and Chapter 43.185C RCW in the COUNTY'S and CITIES' providing of local homeless housing programs/plans.

Sec. 2. Parties: The parties to this Agreement shall be Franklin County, the City of Pasco, the City of Connell, the City of Mesa, and the City of Kahlotus.

Sec. 3. Term: This Agreement shall be for ten (10) years from the date of execution unless any party elects to terminate the Agreement per the termination clause of this Agreement. Renewal of this Agreement shall be by separate written agreement of the parties.

Sec. 4. The COUNTY shall:

- 1) By resolution approve and operate a homeless housing program/plan as authorized per Chapter 43.185C RCW.

- 2) File the homeless housing program/plan with the State of Washington Department of Community, Trade, and Economic Development.
- 3) Collect all funds authorized by RCW 36.22.179.
- 4) By ordinance create a Homeless Housing and Assistance Fund or Account for deposit of the specified percentage of RCW 36.22.179 funds detailed in Section 4(5)(ii) of this Agreement.
- 5) Administer all collected RCW 36.22.179 funds in the following sequential order as follows:
 - i) Retain two percent (2%) of all funds collected under RCW 36.22.179 as a COUNTY collection fee.
 - ii) Deposit sixty percent (60%) of the remaining balance of collected RCW 36.22.179 funds into the Homeless Housing and Assistance Fund, six percent (6%) of which subsequently may be paid to the COUNTY general fund to satisfy its administrative costs related to the homeless housing program/plan, and the balance used by the COUNTY for programs that directly accomplish the goals of the Benton and Franklin Counties 10 Year Homeless Housing Plan and in accordance with RCW 43.185C.050, as now in effect or hereafter amended.
 - iii) The remaining portion of the funds collected under RCW 36.22.179 funds shall be remitted to the State Treasurer for deposit in the State's homeless housing account.
- 6) The COUNTY may enter into a separate Professional Services Agreement with an independent contractor to assist with the continued development and management of the Franklin County homeless housing plan referenced above, and the implementation thereof; and use any or all of the six percent referenced above to pay for such services.
- 7) The Benton and Franklin Counties Department of Human Services is designated as the representative of the COUNTY and as the "local government" as defined in the Act for administering ESSHB 2163 and ESSHB 1359 funds retained by the COUNTY Auditor pursuant to the Act, to be used for the following purposes, within Franklin County:
 - i) Rental and furnishings of units for the use of homeless persons.
 - ii) Costs of developing affordable housing for homeless persons and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness.
 - iii) Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals.
 - iv) Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness.
 - v) Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless.
 - vi) Outreach services for homeless individuals and families.

- vii) Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals.
- viii) Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
- ix) Other activities to reduce and prevent homelessness as identified for funding in the local plan.
- x) Other duties as required by the State of Washington and the U. S. Department of Housing and Urban Development such as the COUNTY'S administration of the annual Point in Time Count, submission of data and required reports, participation in a Homeless Management Information System (HMIS), and coordination of a countywide homeless housing taskforce.

Sec. 5. Each City shall:

- 1) Be authorized to appoint two (2) persons to the Benton Franklin Housing Continuum of Care which shall serve in an advisory capacity to the Benton and Franklin Counties Department of Human Services. These seats may be filled with elected officials or designees, to be determined by the individual city.
- 2) This right is in return for the CITIES decision to not receive funds collected by the COUNTY under RCW 36.22.1791 for the purpose of operating their own homeless housing program as authorized by RCW 43.185C.080. The funds collected by the COUNTY under RCW 36.22.1791 instead shall be directed towards programs that accomplish the goals of the COUNTY's homeless housing program.
- 3) By executing this Agreement, the CITIES authorize the COUNTY to contract for services, as referenced in Section 4(6) of this Agreement.

Sec. 6. Mutual Cooperation: All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

Sec. 7. No Property Acquisition or Joint Financing: This Agreement does not provide for the acquisition, holding, or disposal of property other than the funds collected hereunder. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Sec. 8. Termination: Notwithstanding any other provision of this Agreement, any party may terminate this Agreement effective January 1st of any given year by giving written notice of intent to terminate by July 1st of the preceding year (providing at least 6 months notice), with the termination to become effective no earlier than January 1st of the following year. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement.

Sec. 9. Notice: Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: City of Pasco
525 North Third
Pasco, WA 99301

To: City of Connell
104 E Adams Street
P.O. Box 1200
Connell, WA 99326-1200

To: City of Mesa
103 Franklin Street
P.O. Box 146
Mesa, WA 99343

To: City of Kahlotus
E. 130 Weston
P.O. Box 100
Kahlotus, WA 99335

Sec. 10. Independent Contractors: The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

Sec. 11. Record Keeping: All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

Sec. 12. Non-Discrimination: All parties to this Agreement certify that they are equal opportunity employers.

Sec. 13. Liability: Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

Sec. 14. No Third-Party Beneficiaries: The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

Sec. 15. Assignment: No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

Sec. 16. Amendments or Modifications: This Agreement may be amended, altered, or changed in any manner by the mutual written consent of all parties.

Sec. 17. Waiver: No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

Sec. 18. Severability: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

Sec. 19. Administrator Designee for this Interlocal Cooperation Agreement: The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement which provides for a joint and cooperative undertaking.

Sec. 20. Filing: Copies of this Agreement shall be filed with the Franklin County Auditor and the Secretary of State after execution of this Agreement by all parties.

Sec. 21. Counterparts: This Agreement may be executed by facsimile and in any number of current parts and signature pages hereof with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

Sec. 22. Effective: This Agreement shall become effective upon approval by all of the parties and recording with the Franklin County Auditor.

Dated this ____ day of _____, 20__.

BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Brad Peck

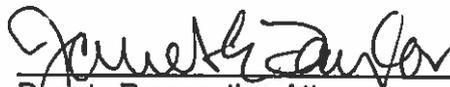
Rick Miller

Robert E. Koch

Attest:

Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

CITY OF CONNELL

Name: _____

Title: _____

Attest:

_____ Title: _____

Approved as to Form:

_____ Title: _____



MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: **Meals on Wheels – Memorandum of Understanding**

Meals on Wheels provided a renewal contract for continuing to host a nutrition site 3 days per week at the Community Center for senior citizens.

RECOMMENDATION

Move to approve Memorandum of Understanding between the City of Connell and Senior Life Resources, Mid-Columbia Meals on Wheels Program regarding use of space.



National Certification - Meals on Wheels Assoc. of America
A Community Service of Senior Life Resources N.W.

8656 W. Gage Blvd., Suite 301
Kennewick, WA 99336

December 21, 2015

Mayor Blackwell
City of Connell
PO Drawer 1200
Connell, WA 99326

Dear Mayor:

I am writing in regard to the Memorandum of Understanding between Connell City and Mid-Columbia Meals on Wheels. The current agreement expires December 31, 2015. There are two copies attached. If agreeable please sign and return one copy. We are requesting to have a new agreement that would cover January 1, 2016 through December 31, 2017.

We look forward to our continued partnership in serving the seniors of Connell. Please feel free to call or email me at mwoffinden@seniorliferesources.org if you have any questions or concerns.

Sincerely,



Marcee Woffinden
Nutrition Services Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CONNELL
and
SENIOR LIFE RESOURCES, MID-COLUMBIA MEALS ON WHEELS PROGRAM
REGARDING USE OF SPACE

As part of its program for senior citizens, the City of Connell makes available to the Mid-Columbia Meals on Wheels Program, a kitchen and dining room for the purpose of administering and implementing a nutrition site for the elderly under Title III-C of the Older Americans Act of 1972 as amended.

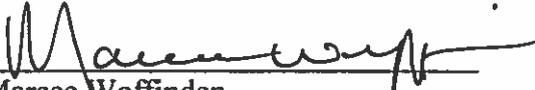
The City of Connell grants exclusive rights of said space to the above named Meals on Wheels Program each Monday, Wednesday and Friday during the hours of 8:00 a.m. to 1:30 p.m.

A site manager/cook will be hired by the Program to operate the program at the Connell Community Center.

The total monthly value of the donated space and utilities is \$120.00 per month or \$1,440.00 per year.

The Meals on Wheel Program agrees to indemnify the City of Connell for the administration and implementation of this nutrition program.

This agreement will commence January 1, 2016 and continue through December 31, 2017, and is contingent upon the Meals on Wheels' or the City of Connell's right to terminate at any time either party deems necessary by giving thirty (30) written notice.



Marcee Woffinden
Nutrition Services Director
Senior Life Resources Northwest, Inc.

Mayor Blackwell
City of Connell

12/21/15

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CONNELL
and
SENIOR LIFE RESOURCES, MID-COLUMBIA MEALS ON WHEELS PROGRAM
REGARDING USE OF SPACE

As part of its program for senior citizens, the City of Connell makes available to the Mid-Columbia Meals on Wheels Program, a kitchen and dining room for the purpose of administering and implementing a nutrition site for the elderly under Title III-C of the Older Americans Act of 1972 as amended.

The City of Connell grants exclusive rights of said space to the above named Meals on Wheels Program each Monday, Wednesday and Friday during the hours of 8:00 a.m. to 1:30 p.m.

A site manager/cook will be hired by the Program to operate the program at the Connell Community Center.

The total monthly value of the donated space and utilities is \$120.00 per month or \$1,440.00 per year.

The Meals on Wheel Program agrees to indemnify the City of Connell for the administration and implementation of this nutrition program.

This agreement will commence January 1, 2016 and continue through December 31, 2017, and is contingent upon the Meals on Wheels' or the City of Connell's right to terminate at any time either party deems necessary by giving thirty (30) written notice.



Marcee Woffinden
Nutrition Services Director
Senior Life Resources Northwest, Inc.

Mayor Blackwell
City of Connell

12/21/15

Date

Date



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: Tree Advisory Board

Ken Sellereite met on Dec 9 with selected residents to serve on the Connell Tree Advisory Board and began good efforts to create a City Ordinance, specific for Connell. Attorney Dan Hultgren then added valuable legal review to best structure the advisory role and pertinent responsibilities. Maria and Rose sought and obtained timely input from Code Publishing to properly insert into Connell Municipal Code. There is clear value in following the correct process.

Although this timing didn't make the yearly tree inventory grant application deadline on Dec 18, the correct pattern and procedures are set in place for the future. It is important to understand; as structured, Council would delegate authority to make advisory recommendations.

The initial meeting proposed five Board Members/Officers as follows:

- | | |
|--------------------|---------------------|
| 1. Ken Sellereite | Chair |
| 2. Becky Daggett | Secretary |
| 3. Kim Phanthavong | City Representative |
| 4. Linda Bailie | Board Member |
| 5. Manuel Galvez | Board Member |

Upon approval of the draft ordinance, and the effective date, Mayor will appoint board members and their terms at the next Council meeting.

OPTIONS:

- 1) Approve Ordinance No. 963-2015.
- 2) Do not approve.
- 3) Revise or remand for editing.

RECOMMENDATION:

Move to approve Ordinance No. 963-2015 Establishing a Tree Advisory Board.

CITY OF CONNELL, WASHINGTON

ORDINANCE NO. 963-2015

**AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON ENACTING
CHAPTER 2.16 OF THE CONNELL MUNICIPAL CODE ESTABLISHING A TREE
ADVISORY BOARD AND STANDARDS FOR TREE USE IN THE CITY OF CONNELL.**

WHEREAS the City of Connell, Washington desires to create a tree advisory board which shall be responsible for advising and educating on matters pertaining to trees and wooded plants in the City of Connell;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONNELL, WASHINGTON DO HEREBY ORDAIN AS FOLLOWS:

Section 1: Chapter 2.16 of the Connell Municipal Code is hereby adopted as follows:

**Chapter 2.16
TREE ADVISORY BOARD**

Sections:

- 2.16.010 Establishment of Board.**
- 2.16.020 Membership and Compensation.**
- 2.16.030 Terms of Office.**
- 2.16.040 Meetings.**
- 2.16.050 Duties of the Advisory Board.**
- 2.16.060 Tree City, USA.**

2.16.010 Establishment of Board.

There is established for the City of Connell a citizen's advisory board known as the Connell Tree Advisory Board.

2.16.020 Membership and Compensation.

The Connell Tree Advisory Board shall consist of five members who live or work in the Connell area and whom the Mayor, with the approval of the Connell City Council, shall appoint. The members shall serve without compensation.

2.16.030 Terms of Office.

The term of the persons to be appointed by the Mayor shall be three years. In the event of a vacancy during the term of any member, his or her successor shall be appointed for the unexpired portion of the term. The first Board shall serve as follows: one member shall serve for one year; two members shall serve for two years each; and two members shall serve for three years each. The Mayor, for inefficiency, neglect of duty, or irreconcilable conflict may remove members.

2.16.40 Meetings.

- (a) The Board shall meet at least three times per year. The Board shall determine its regular meeting dates and times. The Mayor may call a special meeting of Tree Board at any time with such notice he determines appropriate.
- (b) For purpose of conducting the Board's business, a quorum of the Board shall consist of three or more members. Any action taken by a majority of those present when those present constitute a quorum at a regular or special meeting shall be deemed and taken as the action and decision of the Board.
- (c) The Board shall elect a chairman to preside over the meetings of the Board, and a vice chairman to preside over such meetings in the absence of the chairman.
- (d) The Board shall keep written minutes of all meetings held and all business conducted. All records of the Board shall be open to public inspection, except those that may be exempt from public disclosure under state or federal law.

2.16.050 Duties of the Advisory Board.

The Connell Tree Board shall make recommendations and assist the Connell City Council on matters described below. No project can be undertaken by the Connell Tree Board without the prior authorization of the Connell City Council.

- (a) Promote the responsible planting of trees on public and private property.
- (b) Promote public education about trees.
- (c) Promote proper tree maintenance.
- (d) Make recommendations regarding trees planted within the City of Connell.
- (e) Develop programs and projects relating to trees to recommend to the Connell City Council for adoption.
- (f) Assist the City in developing innovative and joint funding for tree projects.
- (g) Report to the Connell City Council on the activities and recommendations of the Connell Tree Board and assist in implementation of such matters upon approval by the Connell City Council.
- (h) Develop a Tree Standard Manual for proper tree planting, maintenance, and care of trees and wooded plants for adoption by the Connell City Council.
- (i) Assist the City in compliance with Tree USA program.

2.16.060 Tree City, USA. The City of Connell agrees to maintain the status of Tree City USA by meeting the four standard requirements set forth below.

- (a) Establish a Tree Board or Department.
- (b) Establish a Tree Care Ordinance
- (c) Provide a community forestry program with an annual budget of at least \$2 per capita.
- (d) Support Arbor Day by observance and a proclamation.

Section 2. Effective Date. This Ordinance shall be in full force and effect five days after passage and publication in the City's official newspaper.

ADOPTED by the City Council for the City of Connell, Washington this ____ day of January, 2016, and APPROVED by the Mayor this ____ day of January, 2016.

Bruce Blackwell, Mayor

ATTEST:

Maria Pena, City Clerk, Treasurer

APPROVED AS TO FORM:

Dan F. Hultgrenn, City Attorney

INTRODUCED: _____

ADOPTED: _____

APPROVED: _____

PUBLISHED: _____



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: JANUARY 4, 2016
TO: MAYOR BLACKWELL & CITY COUNCIL
FROM: JED CROWTHER, CITY ADMINISTRATOR
RE: Building Inspection Services

Since 2010, Franklin County has been performing Building Inspection Services effectively for the City of Connell. It is time for another 3-year renewal of the same contract (*attached*).

RECOMMENDATION:

Move to approve INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR PROVIDING BUILDING INSPECTION SERVICES FOR THOSE AREAS LOCATED WITHIN THE CORPORATE LIMITS OF CONNELL, WASHINGTON.

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR
PROVIDING BUILDING INSPECTION SERVICES FOR THOSE AREAS LOCATED WITHIN THE
CORPORATE LIMITS OF CONNELL, WASHINGTON**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement," is entered into as of the ____ day of _____, 2016, between Franklin County, a political subdivision of the State of Washington, also hereinafter referred to as "County," and the City of Connell, a municipal corporation of the State of Washington, also hereinafter referred to as "City."

This Agreement is entered into by Franklin County under the authority of RCW 19.27.050, RCW 36.32.120, the current Franklin County Building Code Ordinance – as amended, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is entered into by the City of Connell under authority of RCW 19.27.050, the current City of Connell Building Code Ordinance, as amended, RCW 35.21.010, and the Washington State Building Code Act Chapter 19.27 RCW. This Agreement is in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party it is agreed as follows:

SEC. 1. PURPOSE:

The purpose of this Agreement is for Franklin County to provide the "building inspection services" for the City of Connell for those areas located within the corporate limits of Connell, Washington.

SEC. 2. PARTIES:

The parties to this Agreement shall be the City of Connell, a political subdivision of the State of Washington, with its principal offices located at 104 East Adams Street, Connell, Washington; and Franklin County, also a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington.

SEC. 3. TERM:

This Agreement shall be for a term not exceeding three (3) years from the date of execution unless agreed to in writing by both parties.

SEC. 4. FRANKLIN COUNTY SERVICES TO BE PROVIDED:

The Franklin County Planning and Building Department shall provide the following "building inspection services" for the City of Connell, both of which are the sole parties to this Agreement:

- (a) Shall act as the designated agency to review and certify all construction plans for projects located within the corporate limits of Connell, Washington.
- (b) Shall act as the designated agency authorizing (upon completion of review and certification of all construction plans for projects located within the corporate limits of Connell, Washington) the City of Connell to issue construction/building permits.
- (c) Shall act as the designated agency to perform all required building inspections for all construction projects within the corporate limits of Connell, Washington, which includes providing ICC certified building inspectors, as needed, and to conduct inspections for Washington State Building Code compliance of building permits covered under this Agreement.
- (d) Shall act as the designated agency to review and approve special inspection reports for construction projects within the corporate limits of Connell, Washington.
- (e) Shall act as the designated agency to finalize and certify completion of all construction projects within the corporate limits of Connell, Washington.
- (f) Shall maintain custody of a copy of all the filed construction plans, plan/project information, and special inspection reports, all in accordance with Chapter 40.14 RCW, Section 434 WAC, and other legal requirements for retention and disposition of public records.
- (g) Shall make record and index all filings related to all construction projects within the corporate limits of Connell, Washington.

- (h) The Planning and Building Department or their designee shall promptly respond in writing to all public or private inquiries directed to the Department in regards to construction projects within the corporate limits of Connell, Washington.
- (i) The Planning and Building Department or their designee's response to inquiries shall be in compliance with Chapter 42.17 RCW and/or Chapter 42.56 RCW and other applicable laws governing disclosure of public records and confidentiality.

SEC. 5. CITY OF CONNELL SERVICES TO BE PROVIDED:

- (a) Shall provide the required staff needed for the initial permit intake and the final issuance of permits, along with collection of the required building permit and plan review fees, at a pre-determined location in the City.
- (b) Shall distribute and forward building permit and plan review fees per Section 6 in this Agreement.
- (c) Shall forward the initial applications, plans, specifications, and all other pertinent project information to the Planning and Building Department by fax, email and/or mail.
- (d) Shall promptly direct all public or private inquiries in regards to the services performed by Franklin County under this Agreement to the Planning and Building Department.
- (e) Shall contact or provide notice to the Planning and Building Department at the following:

Franklin County Planning and Building Department
1016 North 4th Avenue
Pasco, WA 99301
Phone (509) 545-3521 - Fax (509) 546-3367

SEC. 6. DISTRIBUTION OF COLLECTED BUILDING PERMIT AND PLAN REVIEW FEES:

- (a) The City of Connell shall immediately upon receipt of the collected building permit and plan review fees for all Commercial and/or Industrial construction projects, distribute and forward to Franklin County sixty-five percent (65.0%) of the collected building permit fees, and sixty percent (60.0%) of the collected plan review fees.
- (b) The City of Connell shall immediately upon receipt of the collected building permit fees for all other non-commercial/non-industrial construction projects (including FAS), distribute and forward to Franklin County eighty percent (80.0%) of the collected building permit fees.
- (c) Both parties may use their portion of the collected building permit and/or plan review fees at their own discretion as permitted by operation of law.

SEC. 7. MUTUAL COOPERATION:

All parties to this Agreement agree to provide mutual cooperation and make good faith efforts to assist one another in fulfilling the terms of this Agreement.

SEC. 8. NO PROPERTY ACQUISITION OR JOINT FINANCING:

This Agreement does not provide for the acquisition, holding, or disposal of property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SEC. 9. TERMINATION:

- (a) Notwithstanding any other provision of this Agreement, any party may terminate this Agreement anytime upon ninety (90) days written notice of intent to terminate, with the termination to become effective upon expiration of ninety (90) days from the notice of termination date. Such notice of termination shall be by appropriate action of the elected governing body of the terminating party and shall be provided to all parties subject to this Agreement. Termination date shall be the date upon which the elected governing body of the terminating party took formal action to terminate this Agreement.
- (b) Should either party terminate this Agreement, each party shall continue to carry out to fruition its obligations and services specified herein related to any building permit/plan application and/or building permit, submitted or issued, prior to the notice of termination date. As a result each party shall continue to be entitled to its full portion of fees related to those previously submitted or issued building permit application(s)/plan(s) or building permit(s).

SEC. 10. NOTICE:

Any formal notice or communication to be given under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed:

To: Franklin County
Attn: County Administrator
1016 North 4th Avenue
Pasco, WA 99301

To: City of Connell
Attn: City Manager
104 East Adams Street
P.O. Box 1200
Connell, WA 99326

SEC. 11. INDEPENDENT CONTRACTORS:

The parties and their employees or agents performing under this Agreement are not deemed to be employees, officers, or agents of the other parties to this Agreement and shall be considered independent contractors.

SEC. 12. RECORD KEEPING:

All parties to this Agreement shall maintain books, records, documents, and other evidence that properly reflect all costs of any nature expended in the performance of this Agreement. Such records shall reflect financial procedures and practices, participant records, statistical records, property and materials records, and supporting documentation. These records shall be subject at all reasonable times to review and audit by the parties to this Agreement, the Office of the Washington State Auditor, and other officials so authorized by law.

SEC. 13. NON-DISCRIMINATION:

All parties to this Agreement certify that they are equal opportunity employers.

SEC. 14. LIABILITY:

Each party to this Agreement shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

SEC. 15. NO THIRD-PARTY BENEFICIARIES:

The parties to this Agreement do not intend by this Agreement to assume any contractual obligations to anyone other than the parties to this Agreement. The parties do not intend that there be any third-party beneficiaries.

SEC. 16. ASSIGNMENT:

No parties to this Agreement shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

SEC. 17. AMENDMENTS OR MODIFICATIONS:

This Agreement may be amended, altered, or changed in any manner by the mutual written consent of both parties.

SEC. 18. WAIVER:

No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SEC. 19. SEVERABILITY:

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

SEC. 20. ADMINISTRATOR DESIGNEE FOR THIS INTERLOCAL COOPERATION AGREEMENT:

The Board of Franklin County Commissioners is designated as the administrator responsible for overseeing and administering this Agreement, which provides for a joint and cooperative undertaking.

SEC. 21. FILING:

Copies of this Agreement, together with the resolutions of both the parties' governing bodies' approval and ratification of this Agreement, shall be filed with the Franklin County Auditor and the Secretary of the State of Washington after execution of this Agreement by both parties.

SEC. 22. EFFECTIVE:

This Agreement shall become effective upon approval by both parties and thereafter shall be immediately recorded with the Franklin County Auditor. The date upon which this Agreement is recorded with the Franklin County Auditor shall be considered the date of execution of this Agreement.

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

Chair

Chair Pro-Tem

ATTEST:

Clerk of the Board

Member

APPROVED AS TO FORM:



Tim Dickerson, Chief Civil
Deputy Prosecuting Attorney

CITY OF CONNELL, WASHINGTON

Bruce Blackwell, Mayor

Attest:

Maria Peña, City Clerk

Approved as to Form:

Dan Hultgrenn, City Attorney