

Connell City Hall  
104 E. Adams Street

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

**REGULAR MEETING  
November 6, 2017**

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**REGULAR MEETING**

**6:00 PM**

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS
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 October 16, 2017
  - b) Accounts Payable 11/6/17 for \$163,462.52
  - c) Check Register 11/01/17 for \$204.48
  - d) Payroll Register 10/17/17 for \$16,838.44
  - e) Payroll Register 10/31/17-11/05/17 for \$91,251.31
  - f) Amendment No. 1-Anderson Perry-Franklin Waterline replacement
6. PRESENTATIONS FOR COUNCILMEMBERS  
Port of Pasco - Connell Economic Needs  
Fire Presentation – Fire Chief Chris Schulte
  7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. PUBLIC HEARING – 2018 FINAL BUDGET
9. Personnel Policy update
10. Task Order – Nordheim Road project
11. Columbia Ave Surface Restoration Consultant Agreement
12. LambWeston Water Agreement Extension
13. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
14. EXECUTIVE SESSION
15. CITIZEN COMMENT/NON-AGENDA ITEMS
16. CITY COUNCIL CLOSING REMARKS
17. 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  
October 16, 2017

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.

ROLL CALL

**PRESENT:** Mayor Bruce Blackwell and Councilmembers: Mayor Pro Tem Monty Huber, Ray Minor, Kathy Silva, Rhonda Quinton and Joe Escalera.

**STAFF:** City Administrator Maria Peña, City Clerk/Treasurer Rose Courneya, Accounting Clerk Marissa Ortiz, Public Works Director Larry Turner, Chief of Police Chris Turner and City Attorney Dan Hultgrenn.

**VISITORS:** Connell Heritage Museum; Shelly Hervey, Franklin County Graphic; Katherine Trowbridge and Citizen; Pat Barrera.

CORRESPONDENCE

Mayor Bruce Blackwell presented correspondence, a thank you letter from the 2017 Connell Fall Festival Committee. They extended their sincere thanks and appreciation for the City's role in making the 2017 Connell Fall Festival a success.

CONSENT CALENDAR

**Motion:** Councilmember Silva moved to approve the consent calendar with corrections:

- a) Minutes of the Regular Council Meeting September 18, 2017:  
(Councilmember Quinton abstained vote was placed in wrong place).
- b) Accounts payable October 16, 2017 for \$109,662.93
- c) Check Register 10/2/17 for \$196.42
- d) Payroll Register 9/30/17-10/5/17 for \$98,974.28

Councilmember Minor seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

**Motion:** Councilmember Quinton moved to approve the agenda as presented. Councilmember Escalera seconded motion. Motion carried unanimously.

ORDER OF BUSINESS

**PURCHASE AND SELL AGREEMENT WITH MUSUEM**

City Administrator Maria Peña notified Council that attached for their review was the Agreement to Purchase and Sell Real Estate for the land at Heritage Park that the Museum was interested in purchasing. City staff vacated the alley that needed vacated and surplused the property with Council's authorization. Once the property closed the City would complete a boundary line adjustment as outlined in the map provided.

MEETING OF THE CITY OF CONNELL  
Regular Meeting – October 16, 2017

**Motion:** Councilmember Quinton moved to approve the Purchase and Sell Agreement with the Connell Heritage Museum in the amount of \$1,500. Councilmember Escalera seconded motion. Motion carried unanimously.

**PUBLIC HEARING-2018 FISCAL YEAR PRELIMINARY BUDGET DISCUSSION**  
Mayor Blackwell recessed the regular meeting at 6:06 pm and opened a Public Hearing to allow for comment from the public in regards to 2018 fiscal year preliminary budget discussion.

**STAFF REPORT:** City Clerk/Treasurer Rose Courneya presented Councilmembers with the preliminary budget for fiscal year 2018. She reiterated that at the October 2<sup>nd</sup> Council meeting; Councilmembers established a property tax increase of 1%, Staff positions and a salary schedule included a 2% cola for all staff and a 3% increase was approved for water and sewer rates for the 2018 preliminary budget. City Clerk/Treasurer Courneya then gave a brief summarized explanation of revenue sources for the 2018 Preliminary Budget. She presented the 2017 budget position year end totals as of the end of September.

**PUBLIC COMMENT:** None

**COUNCILMEMBERS COMMENT PORTION OF THE HEARING:**

Councilmember Silva questioned the Street Fund, why it had increased.

Councilmember Escalera asked about the pool budget and also about the jail if they planned to increase the price.

Mayor Blackwell spoke about the streets; the figures were based on pending City grants.

Mayor Blackwell closed the hearing and opened the regular meeting at 6:21 pm.

**RESOLUTION NO. 2017-20 STIP AMENDMENT**

Public Works Director Larry Turner addressed Council with Resolution No. 2017-20, an amendment to the six year transportation improvement plan (STIP) to include the Connell Rail Interchange.

**Motion:** Councilmember Silva moved to approve Resolution No. 2017-20 and amend the STIP to add the Connell Rail Interchange to the STIP. Councilmember Minor seconded motion. Motion carried unanimously.

**BID AWARD FOR FRANKLIN STREET WATER LINE PROJECT**

Public Works Director Larry Turner stated that on Wednesday October 11, 2017 at 2pm the City of Connell held a bid opening for the Franklin Street water line project. Attached for Council were the bid tabulation results of the seven total bidders ranging from \$400,000 to the lowest bid of \$182,000. The winning bid was awarded to Sharpe & Preszler Construction Co., Inc. in the amount of \$186,798.96 roughly \$70,000 under the engineer estimate cost. The engineer total estimate bid was \$252,882.00. The project was set to begin no later than the end of October and be completed before the Thanksgiving Holiday.

MEETING OF THE CITY OF CONNELL  
Regular Meeting – October 16, 2017

*Motion:* Councilmember Silva moved to approve the Franklin Street Water Line Replacement BID award to Sharp & Preszler Construction Co., Inc. in the amount of \$186,798.96. Councilmember Minor seconded motion. Motion carried unanimously.

COMMITTEE / DEPARTMENT REPORTS

CITY ADMINISTRATOR-Maria Peña

1. Presented a report on Proposition 1 a ballot measure to be placed on the November 2017 Ballot which was published in the Graphic and was available at the City office and City website.

PUBLIC WORKS DIRECTOR-Larry Turner

1. Reported the Public Works Department was busy getting ready for winter.

POLICE CHIEF- Chris Turner

1. Updated Council on a car accident that occurred on Columbia Avenue involving a City Police Officer.

CITY COUNCIL CLOSING REMARKS

Councilmember Minor - Commended officer Quinton for a job well done directing traffic at the time of the accident.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Blackwell adjourned the meeting at 6:37 pm.

ATTEST: \_\_\_\_\_  
Marissa Ortiz, Accounting Clerk

\_\_\_\_\_  
Bruce Blackwell, Mayor

# ACCOUNTS PAYABLE

City Of Connell  
MCAG #: 0286

As Of: 11/06/2017

Time: 14:57:55 Date: 11/03/2017  
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17581	11/06/2017	11/06/2017 31	Anderson Perry & Assoc.	4,432.50	Design And Construction For Franklin Street
17583	11/06/2017	11/06/2017 704	Avista Utilities, Avista Corporation	693.06	Emergency Water Line Replacement
17579	11/06/2017	11/06/2017 1776	BIAS	54.00	Gas Bills
17570	11/06/2017	11/06/2017 74	Bank Of America - Visa	562.20	Lock For Genesis Cash Drawer
17628	11/06/2017	11/06/2017 74	Bank Of America - Visa		Fire Dept Visa - Fuel Consumed On Federal Fires,
17644	11/06/2017	11/06/2017 74	Bank Of America - Visa		Oil Change C-201 Vehicle, One Night Lodging On
17645	11/06/2017	11/06/2017 74	Bank Of America - Visa		Federal Fire And Light Bulbs For E-2011.
17646	11/06/2017	11/06/2017 74	Bank Of America - Visa	1,240.60	City Visa
17574	11/06/2017	11/06/2017 3063	Bennett, Leslie	324.13	Police Department VISA
17577	11/06/2017	11/06/2017 99	Big Bend Electric Cooperative, INC.	170.42	City Administrator VISA
17642	11/06/2017	11/06/2017 3849	Blackwell, Bruce A.	286.51	City Hall VISA- 1602
17596	11/06/2017	11/06/2017 515	CenturyLink	900.00	Full Community Center Refund To Leslie Bennett For
17584	11/06/2017	11/06/2017 164	Columbia Grain & Feed Inc	2,425.33	Event Date 10/21/2017 Approved By Ed Brown
17585	11/06/2017	11/06/2017 1846	Commercial Tire	24.50	Sewer And Tower Electric Bills
17629	11/06/2017	11/06/2017 170	Connell Auto Parts	321.07	Reimbursement To Mayor Blackwell For Attending
17636	11/06/2017	11/06/2017 656	Connell Oil Inc./CO-Energy	1,319.44	BFWWGRAT Dinner Meeting 10/18/17
17638	11/06/2017	11/06/2017 656	Connell Oil Inc./CO-Energy	178.97	Phone Bills
17639	11/06/2017	11/06/2017 656	Connell Oil Inc./CO-Energy	1,185.41	Rescue Saw For Engine 2011
17640	11/06/2017	11/06/2017 656	Connell Oil Inc./CO-Energy	178.97	Vehicle Repair - Larrys SUV
17634	11/06/2017	11/06/2017 2459	Consolidated Technology Services	1,066.30	Misc. Tools/Supplies
17586	11/06/2017	11/06/2017 4356	Core & Main	1,245.93	PD Fuel
17587	11/06/2017	11/06/2017 237	Dependable Appliance Co	106.32	Fuel Bill
17632	11/06/2017	11/06/2017 1802	Dept Of Ecology - Permit	44.27	FireDept - Fuel Consumed
17599	11/06/2017	11/06/2017 229	Dept Of Licensing-Firearm	17.45	Fire Dept - Fuel Consumed
17588	11/06/2017	11/06/2017 4490	Fastenal	744.47	Monthly VPN
17591	11/06/2017	11/06/2017 2952	Fernandez, Leonardo S	819.72	Meter Registers
17605	11/06/2017	11/06/2017 284	Franklin Co Corrections	90.00	Fridge For C.C.
17576	11/06/2017	11/06/2017 289	Franklin Co Graphic	114.00	Waste Water License Renewal - Hallie, Leo, Kim
17633	11/06/2017	11/06/2017 293	Franklin County Planning	223.45	CPL's
17580	11/06/2017	11/06/2017 3058	Franklin County Treasurer	350.00	Misc. Fasteners
17604	11/06/2017	11/06/2017 4303	Galls, LLC	6,501.56	Clothing Allowance
17600	11/06/2017	11/06/2017 4414	Interconnect Systems, Inc., Regent Corporation	478.95	Inmate Housing & Medical
17582	11/06/2017	11/06/2017 4436	Intermedia.net Inc.		Ord., 2018 Budget Hearing, Franklin County Waters
17602	11/06/2017	11/06/2017 3351	JDT Sales and Repair	5,756.84	Project
				2,587.65	Building Inspections
				56.15	Court And Prosecutor Office
				59.40	Uniform
				112.18	Call Blocking
				86.40	Viop
					LOF #178 & #123

# ACCOUNTS PAYABLE

City Of Connell  
MCAG #: 0286

As Of: 11/06/2017

Time: 14:57:55 Date: 11/03/2017  
Page: 2

Accs Pay #	Received	Date Due	Vendor	Amount	Memo
17571	11/06/2017	11/06/2017	Joyner, Monty	15.31	Reimbursement To Sterling For Lunch While Attending A Workshop On 10/12/17 In Spokane, WA.
17641	11/06/2017	11/06/2017	Joyner, Monty	57.92	Reimbursement For Meal And POV Mileage For 9/20- Reviving Rural Downtown Workshop
17643	11/06/2017	11/06/2017	Joyner, Monty	187.83	Reimbursement To Sterling For Attending DOC Meeting And PAW Conference Meeting
17647	11/06/2017	11/06/2017	Joyner, Monty	16.46	Reimbursement To Sterling For Meal While Attending Spokane Fred Pryor Workshop 11/1/17
17595	11/06/2017	11/06/2017	Kuffel, Hultgreenn,	1,873.00	Council Packets, Telcon, Attend Council Meetings, Update CMC Provisions.
17590	11/06/2017	11/06/2017	Kuo Testing Labs Inc.	26.00	Well Testing
17592	11/06/2017	11/06/2017	M Campbell & Company, Inc.	922.93	HVAC Repair @ City Hall
17569	11/06/2017	11/06/2017	Mailfinance	200.87	Postage Machine
17573	11/06/2017	11/06/2017	Mendoza, Lucio	104.50	Roofing Permit Refund For Lucio Mendoza For Erroneously Paid
17630	11/06/2017	11/06/2017	Municipal Emergency Services, Inc.	38.28	Suspenders
17594	11/06/2017	11/06/2017	PAPE MACHINERY INC, The Pape Group Inc	118,152.00	New Backhoe Purchase
17627	11/06/2017	11/06/2017	PAPE MACHINERY INC, The Pape Group Inc	493.02	Backhoe Rental/Fuel
17593	11/06/2017	11/06/2017	PSS	66.02	Street Barricade Legs
17598	11/06/2017	11/06/2017	Pasco Ranch And Home Inc, Attn:A/R	86.87	Clothing Allowance Larry
17631	11/06/2017	11/06/2017	Pasco Tire Factory Inc.	708.25	Tires For #122
17603	11/06/2017	11/06/2017	Pollock, Onna L	97.25	Reimbursement For Training In Walla Walla
17601	11/06/2017	11/06/2017	Public Safety Testing	131.00	3rd QTR Subscription Fee
17578	11/06/2017	11/06/2017	The Wesley Group, TWG Consulting Corp.	300.00	Union Relations Consultation
17589	11/06/2017	11/06/2017	Timken Motor & Crane Service LLC	3,758.51	Lift Station 5 Motor Repair
17607	11/06/2017	11/06/2017	USABlueBook	366.40	Chlorine Supplies
17637	11/06/2017	11/06/2017	Utilities Underground	28.38	Utility Locates
17606	11/06/2017	11/06/2017	Verizon Wireless	1,011.48	Cell Phone Bill
17626	11/06/2017	11/06/2017	Vermeer Rocky Mountain Inc.	193.06	Chipper Repair Parts
17635	11/06/2017	11/06/2017	WA ST Patrol	48.00	Fingerprint Backgrounds For CPL's
				163,462.52	

Report Total:

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

11/01/2017 To: 11/01/2017

Time: 10:18:05 Date: 11/01/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3970	11/01/2017	Claims	7	36960	U.S. Post Office	204.48	Utility Bill Postage 11/1/17
		401 Water Fund				102.24	
		402 Sewer Fund				102.24	
						<u>204.48</u>	Claims: 204.48

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Director

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

10/17/2017 To: 10/17/2017

Time: 10:05:02 Date: 10/16/2017  
Page:

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3779	10/17/2017	Payroll	7	36896	Dept Of Labor/industries	14,368.03	3RD Quarter 07/01/2017 - 09/30/2017
3780	10/17/2017	Payroll	7	36897	Employment Security Dept	2,470.41	3RD Quarter 07/01/2017 - 09/30/2017
						12,718.07	
001 General Fund						1,415.18	
101 Street						1,442.40	
401 Water Fund						1,262.79	
402 Sewer Fund						<u>16,838.44</u>	
						16,838.44	Payroll: 16,838.44

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Director

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

10/31/2017 To: 11/03/2017

Time: 15:08:44 Date: 11/01/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3972	10/31/2017	Payroll	7	EFT		27.04	
3973	10/31/2017	Payroll	7	EFT		1,685.67	
3974	10/31/2017	Payroll	7	EFT		1,150.19	
3975	10/31/2017	Payroll	7	EFT		1,073.26	
3976	10/31/2017	Payroll	7	EFT		27.04	
3977	10/31/2017	Payroll	7	EFT		1,536.78	
3978	10/31/2017	Payroll	7	EFT		13.52	
3979	10/31/2017	Payroll	7	EFT		1,695.65	
3980	10/31/2017	Payroll	7	EFT		27.04	
3982	10/31/2017	Payroll	7	EFT		40.57	
3983	10/31/2017	Payroll	7	EFT		13.52	
3984	10/31/2017	Payroll	7	EFT		1,903.97	
3986	10/31/2017	Payroll	7	EFT		54.09	
3987	10/31/2017	Payroll	7	EFT		27.04	
3988	10/31/2017	Payroll	7	EFT		1,574.93	
3989	10/31/2017	Payroll	7	EFT		1,676.09	
3990	10/31/2017	Payroll	7	EFT		148.74	
3991	10/31/2017	Payroll	7	EFT		54.09	
3992	10/31/2017	Payroll	7	EFT		1,220.85	
3993	10/31/2017	Payroll	7	EFT		27.04	
3994	10/31/2017	Payroll	7	EFT		40.57	
3995	10/31/2017	Payroll	7	EFT		13.52	
3996	10/31/2017	Payroll	7	EFT		1,220.57	
3997	10/31/2017	Payroll	7	EFT		40.57	
3998	10/31/2017	Payroll	7	EFT		2,401.11	
3999	10/31/2017	Payroll	7	EFT		1,408.20	
4000	10/31/2017	Payroll	7	EFT		1,312.31	
4001	10/31/2017	Payroll	7	EFT		941.51	
4002	10/31/2017	Payroll	7	EFT		1,664.07	
4003	10/31/2017	Payroll	7	EFT		1,546.24	
4004	10/31/2017	Payroll	7	EFT		2,006.47	
4005	10/31/2017	Payroll	7	EFT		807.60	
4006	10/31/2017	Payroll	7	EFT		55.41	
4008	10/31/2017	Payroll	7	EFT		1,087.21	
4009	10/31/2017	Payroll	7	EFT		2,463.97	
4010	10/31/2017	Payroll	7	EFT		2,051.52	
4012	10/31/2017	Payroll	7	EFT		67.61	
4013	11/03/2017	Payroll	7	EFT	Community First Bank	12,817.70	941 Deposit For 10/31/2017 - 10/31/2017
4014	11/03/2017	Payroll	7	EFT	Department Of Retirement	9,063.10	10/31/2017 To 10/31/2017 - PERS 2; 10/31/2017 To 10/31/2017 - LEOFF 2; 10/31/2017 To 10/31/2017 - Deferred Comp; 10/31/2017 To 10/31/2017 - PERS 3
4015	11/03/2017	Payroll	7	EFT	MT457-306685	500.00	10/31/2017 To 10/31/2017 - ICMA-457
3981	10/31/2017	Payroll	7	36961		1,106.59	
3985	10/31/2017	Payroll	7	36962		54.64	
4007	10/31/2017	Payroll	7	36963		124.67	
4011	10/31/2017	Payroll	7	36964		123.09	
4016	11/03/2017	Payroll	7	36965	AFLAC	269.76	10/15/2017 To 10/31/2017 - AFLAC Addtl (AT); 10/15/2017 To 10/31/2017 - AFLAC Pre-Tax
4017	11/03/2017	Payroll	7	36966	AWC Employee Benefits Trst	22,490.86	10/15/2017 To 10/31/2017 - AWC; 10/15/2017 To 10/31/2017 - AWC Dental; 10/15/2017 To 10/31/2017 - AWC-Life

## CHECK REGISTER

City Of Connell  
MCAG #: 0286

10/31/2017 To: 11/03/2017

Time: 15:08:44 Date: 11/01/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4018	11/03/2017	Payroll	7	36967	Wesley Graham American Legal Services	14.48	10/15/2017 To 10/31/2017 - ALS
4019	11/03/2017	Payroll	7	36968	Colonial Life	699.94	10/15/2017 To 10/31/2017 - Colonial Life Pretax; 10/15/2017 To 10/31/2017 - Colonial Life-aftertax
4020	11/03/2017	Payroll	7	36969	NW Admin. Transfer Acct.	9,608.90	10/15/2017 To 10/31/2017 - NW Administrator
4021	11/03/2017	Payroll	7	36970	Teamsters Local Union # 839	347.00	10/15/2017 To 10/31/2017 - Union # 839
4022	11/03/2017	Payroll	7	36971	Case # 2549720 WA State Support Registry	650.00	10/31/2017 To 10/31/2017 - Child Support
4023	11/03/2017	Payroll	7	36972	WSECU	275.00	10/31/2017 To 10/31/2017 - WSECU
						57,350.29	001 General Fund
						3,348.89	101 Street
						16,527.61	401 Water Fund
						14,024.52	402 Sewer Fund
						91,251.31	Payroll:
							91,251.31

WE, the members of the City Council of the City of Connell, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Connell Council. DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Director

**AMENDMENT NO. 1  
TO TASK ORDER  
FRANKLIN STREET WATER LINE REPLACEMENT  
DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

THIS AMENDMENT, made this 16th day of October 2017, amends the TASK ORDER between the City of Connell (CITY) and Anderson Perry & Associates, Inc. (ENGINEER), dated December 5, 2016 for the Franklin Street Water Line Replacement project.

THIS AMENDMENT includes additional expenses associated with surveying for construction staking as outlined in the Special Provisions. The work will include staking of water main lines, bends, valves, etc. and the bore pits. It is anticipated that this work can be completed in one day. Any additional staking or re-staking of the work will be the responsibility of the Contractor. Accordingly, THIS AMENDMENT will increase the Task Order budget by \$2,000.

THIS AMENDMENT modifies the Task Order to include the following:

**Compensation**

Remove the first sentence in its entirety and replace with the following:

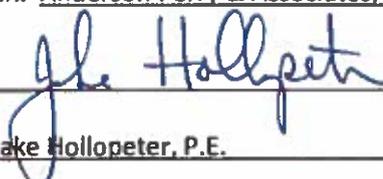
The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis, plus direct reimbursable expenses, not to exceed \$51,000.

All other provisions of the Task Order shall remain the same.

CITY: City of Connell

ENGINEER: Anderson Perry & Associates, Inc.

By: \_\_\_\_\_

By: 

Name: Bruce Blackwell

Name: Jake Hollopeter, P.E.

Title: Mayor

Title: Vice President

Date: \_\_\_\_\_

Date: 10-16-17



## MEMORANDUM

**DATE:** NOVEMBER 6, 2017  
**TO:** MAYOR AND COUNCILMEMBERS  
**FROM:** ROSE COURNEYA, CLERK/TREASURER  
**RE:** PUBLIC HEARING – 2018 FINAL BUDGET

Attached to this packet you have the 2018 Fiscal Year Budget for your review and discussion.

The current presented Fiscal Year 2018 Budget is balanced for each fund at this time.

The following changes were made from the preliminary 2018 Budget Hearing on Oct. 2, 2017.

- 1) **Street fund:** I increased revenues by \$12,500 due to State Natural Gas taxes coming in higher. After conversation with City Administrator and Public Works Director, I decreased expenditures by \$14,000 by lowering professional services to \$1,000 (5,000) and lowering Machinery & Equipment for capital expenditures to 5,000 (15,000) .  
For a net change of 26,500

No other changes were made.

Budget changes may still be made up until the Final 2018 Budget is adopted by Council. Once the budget has been adopted it can only be changed by amending the budget.

**Attached are the 2018 Budget Totals.**

**2018 Fiscal Year Preliminary Budget Totals Broken down by Fund:**

<b>Fund</b>	<b>Beginning Balance</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Ending Bal</b>	<b>Net</b>	
001 General Fund	1,000,000.00	2,247,940.00	2,247,940.00	1,000,000.00		
002 Gen Fund Reserve	717,000.00	158,950.00	219,000.00	656,950.00	<b>(60,050.00)</b>	Capital expenditures
101 Street Fund	402,550.00	1,705,500.00	1,879,950.00	228,100.00	<b>(174,450.00)</b>	projects
104 Hotel/Motel Fund	39,000.00	13,270.00	13,280.00	38,990.00	<b>(10.00)</b>	
111 Gen Support Fund	1,106,900.00	126,730.00	0	1,233,630.00	<b>126,730.00</b>	
300 Capital Facilities	275,000.00	44,400.00	17,500.00	301,900.00	<b>26,900.00</b>	
401 Water Fund	822,100.00	3,084,400.00	3,005,600.00	900,900.00	<b>78,800.00</b>	
402 Sewer Fund	1,532,930.00	816,300.00	802,900.00	1,546,330.00	<b>13,400.00</b>	
403 Solid Waste Fund	140,760.00	700.00	3,600.00	137,860.00	<b>(2,900.00)</b>	Garbage cans main
404 Water Emergency	200,000.00	-	0.00	200,000.00	-	
414 Water Bond Rrv	0.00	26,000.00	26,000.00	-	-	
633 State Remittance	6,000.00	51,550.00	51,550.00	6,000.00	-	
	<b>6,242,240.00</b>	<b>8,275,740.00</b>	<b>8,267,320.00</b>	<b>6,250,660.00</b>	<b>8,420.00</b>	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 45

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
001 General Fund	3,198,800.00	3,517,821.70	3,783,740.00	3,655,119.07	3,247,940.00	-14%	
002 General Reserve Fund	1,167,700.00	1,166,606.14	1,180,000.00	1,215,254.74	875,950.00	-26%	
101 Street	1,837,700.00	668,318.17	1,915,260.00	800,882.58	2,108,050.00	10%	
104 Hotel/Motel Tax Fund	44,340.00	58,203.13	58,350.00	50,774.16	52,270.00	-10%	
111 General Support Fund	979,230.00	980,561.71	987,760.00	1,104,563.41	1,233,630.00	25%	
300 Capital Facilities Fund	715,500.00	260,884.90	217,470.00	280,931.11	319,400.00	47%	
401 Water Fund	2,399,920.00	2,869,854.99	3,952,300.00	2,345,887.17	3,906,500.00	-1%	
402 Sewer Fund	2,012,200.00	2,256,281.14	2,292,135.00	2,366,215.94	2,349,230.00	2%	
403 Solid Waste Fund	75,950.00	147,295.53	140,700.00	137,008.87	141,460.00	1%	
404 Water Reserve	26,990.00	26,985.08	200,000.00	200,000.00	200,000.00	0%	
414 DWSRF Loan(CTED)	245,440.00	245,720.61	26,400.00	26,385.41	26,000.00	-2%	
415 Water/Sewer Bond Reserve	913,930.00	897,622.88	138,680.00	138,960.61		-100%	
416 Water/Sewer Bond Redemption	57,450.00	34,047.52	202,000.00	204,268.17		-100%	
633 State Remittance Fund			57,950.00	45,906.36	57,550.00	-1%	
<b>Total Revenues:</b>	<b>13,675,150.00</b>	<b>13,130,203.50</b>	<b>15,152,745.00</b>	<b>12,572,157.60</b>	<b>14,517,980.00</b>	<b>-4%</b>	
001 General Fund	3,198,800.00	1,863,344.43	3,783,740.00	2,226,330.08	3,247,940.00	-14%	
002 General Reserve Fund	1,167,700.00	74,747.07	1,180,000.00	348,000.00	875,950.00	-26%	
101 Street	1,837,700.00	202,120.19	1,915,260.00	339,700.43	2,108,050.00	10%	
104 Hotel/Motel Tax Fund	44,340.00	19,157.63	58,350.00	9,151.64	52,270.00	-10%	
111 General Support Fund	979,230.00		987,760.00		1,233,630.00	25%	
300 Capital Facilities Fund	715,500.00	33,368.82	217,470.00	319,400.00	319,400.00	47%	
401 Water Fund	2,399,920.00	1,964,233.96	3,952,300.00	1,409,428.35	3,906,500.00	-1%	
402 Sewer Fund	2,012,200.00	626,035.86	2,292,135.00	477,026.62	2,349,230.00	2%	
403 Solid Waste Fund	75,950.00	11,013.85	140,700.00	65.10	141,460.00	1%	
404 Water Reserve	26,990.00	26,984.47	200,000.00	200,000.00	200,000.00	0%	
414 DWSRF Loan(CTED)	245,440.00	106,760.00	26,400.00	26,384.80	26,000.00	-2%	
415 Water/Sewer Bond Reserve	913,930.00	796,738.10	138,680.00	138,960.61		-100%	
416 Water/Sewer Bond Redemption	57,450.00	28,034.66	202,000.00	204,268.17		-100%	
633 State Remittance Fund			57,950.00	37,367.68	57,550.00	-1%	
<b>Total Expenditures:</b>	<b>13,675,150.00</b>	<b>5,752,539.04</b>	<b>15,152,745.00</b>	<b>5,216,683.48</b>	<b>14,517,980.00</b>	<b>-4%</b>	
<b>FUNDS GAIN/LOSS:</b>		<b>7,377,664.46</b>		<b>7,355,474.12</b>			

# BUDGET COMPARISON FUND TOTALS

City of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 1

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 00 01 Beginning Balance	1,100,000.00	1,257,750.35	1,252,060.00	1,654,477.27	1,000,000.00	-20%	
<b>308 Beginning Balances</b>	<b>1,100,000.00</b>	<b>1,257,750.35</b>	<b>1,252,060.00</b>	<b>1,654,477.27</b>	<b>1,000,000.00</b>	<b>-20%</b>	
311 11 00 00 General Property Taxes	490,000.00	450,765.97	494,900.00	268,584.47	499,840.00	1%	
311 11 01 00 Prop. 1 Voted Funds	0.00	0.00	0.00	39,199.14		0%	
313 11 00 00 Retail Sales And Use Tax	255,000.00	260,913.47	257,550.00	194,610.68	260,000.00	1%	
313 61 00 00 Natural Gas 20% State	30,500.00	18,907.78	30,800.00	19,277.98	26,500.00	-14%	
313 71 00 00 Local Criminal Justice Tax	75,000.00	84,316.54	75,750.00	65,407.46	84,450.00	11%	
316 41 00 00 Water Utility Tax	123,500.00	128,970.09	124,740.00	104,540.10	125,000.00	0%	
316 41 00 01 Pud Privilege Franklin County	0.00	48,885.88	45,000.00	47,051.69	45,500.00	1%	
316 42 00 00 Sewer Utility Tax	47,000.00	48,637.26	47,470.00	41,049.96	48,000.00	1%	
316 43 00 00 Solid Waste Utility Tax	19,000.00	20,697.09	0.00	24,987.53	23,000.00	0%	
316 43 01 00 Natural Gas 20% Avista	0.00	10,941.83	8,000.00	11,564.42	10,000.00	25%	
316 46 00 00 Cable Tv Utility Tax 20%	0.00	0.00	0.00	0.00		0%	
316 47 00 00 Telephone Utility Tax	59,000.00	58,827.35	59,590.00	53,907.47	60,500.00	2%	
316 48 00 00 PUD Occupational Tax	360,000.00	368,923.92	363,600.00	385,780.50	374,500.00	3%	
317 20 00 00 Leasehold Excise Tax	300.00	348.03	300.00	105.11	150.00	-50%	
<b>310 Taxes</b>	<b>1,459,300.00</b>	<b>1,501,135.21</b>	<b>1,507,700.00</b>	<b>1,256,066.51</b>	<b>1,557,440.00</b>	<b>3%</b>	
321 99 00 00 Business Licenses	7,200.00	7,745.00	7,250.00	6,810.00	7,500.00	3%	
322 10 00 00 Building Permits	25,000.00	30,216.44	25,250.00	20,275.45	25,000.00	-1%	
322 10 00 01 Infrastructure Permits	0.00	0.00	0.00	0.00		0%	
322 30 00 00 Animal Licenses/tags	1,000.00	1,669.00	1,000.00	1,719.50	1,500.00	50%	
322 40 00 00 Right Of Way Permits	0.00	0.00	0.00	0.00		0%	
322 90 00 00 Weapons Permits/Fingerprints	800.00	1,070.00	800.00	1,193.00	1,000.00	25%	
<b>320 Licenses &amp; Permits</b>	<b>34,000.00</b>	<b>40,700.44</b>	<b>34,300.00</b>	<b>29,997.95</b>	<b>35,000.00</b>	<b>2%</b>	
331 16 60 00 Depart Of Justice-Federal	0.00	1,967.47	0.00	395.83		0%	
333 20 00 00 Federal Indirect Grant From DOT-Radar	0.00	0.00	0.00	0.00		0%	
333 97 05 00 Homeland Security-Federal	0.00	116,118.47	0.00	0.00		0%	
334 03 10 00 Department Of Ecology-Grant	0.00	0.00	50,000.00	0.00		-100%	
335 00 91 00 Pud Privilege State	67,000.00	19,478.08	22,000.00	23,093.97	25,000.00	14%	
336 00 71 00 Multimodal Transport City	0.00	0.00	0.00	0.00		0%	
336 00 98 00 City Assistance	85,000.00	116,828.99	100,000.00	85,432.76	114,000.00	14%	
336 06 26 00 Criminal Justice Special Prgrms	5,000.00	5,427.89	5,500.00	4,103.48	5,200.00	-5%	
336 06 51 00 Dui-cities/criminal Just Asst	800.00	842.73	800.00	611.21	800.00	0%	
336 06 94 00 Liquor Excise Tax	10,000.00	25,217.87	20,000.00	18,864.88	24,700.00	24%	
336 06 95 00 Liquor Board Profits	45,000.00	46,560.19	45,300.00	33,982.09	45,000.00	-1%	
337 50 00 00 Franklin County 09 Grant -study	0.00	0.00	0.00	0.00		0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 2

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>330 State Generated Revenues</b>	<b>212,800.00</b>	<b>332,441.69</b>	<b>243,600.00</b>	<b>166,484.22</b>	<b>214,700.00</b>	<b>-12%</b>	
341 43 00 00 Franklin Co Pwd Services	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	0%	
341 81 00 00 Copies	0.00	225.61	0.00	20.60		0%	
341 93 00 00 Property Clean Up	0.00	318.22	0.00	464.08		0%	
342 10 00 00 Reserve Officer Security	3,000.00	3,405.00	3,000.00	3,450.00	3,000.00	0%	
342 10 00 01 Law Enforcement Services	0.00	1,401.66	0.00	1,096.17		0%	
342 21 00 00 Fire Protection Services	93,800.00	94,801.44	97,380.00	81,287.98	98,600.00	1%	
345 81 00 00 Zoning-subdivision-plat Review	100.00	350.00	100.00	100.00	100.00	0%	
345 83 00 00 Site Plans - Appeals - Plan Reviews	7,000.00	1,170.27	5,000.00	1,841.02	2,000.00	-60%	
345 83 00 01 Conditional Use - Variance	0.00	250.00	0.00	0.00		0%	
345 85 00 00 Community Improvement Fee	2,000.00	2,224.00	2,000.00	1,536.93	1,500.00	-25%	
345 86 00 00 SEPA	0.00	0.00	0.00	0.00		0%	
347 30 00 00 Pool Passes & Daily Receipts	0.00	3,109.90	5,000.00	5,524.00	6,000.00	20%	
347 60 00 00 Rentals, Lessons, Lf Grd Trng	0.00	652.00	0.00	1,545.00	1,500.00	0%	
347 60 02 00 P&R Program Fees/Pavilion Rental	4,000.00	3,419.00	4,000.00	1,466.00	2,000.00	-50%	
<b>340 Charges For Services</b>	<b>133,900.00</b>	<b>135,327.10</b>	<b>140,480.00</b>	<b>122,331.78</b>	<b>138,700.00</b>	<b>-1%</b>	
353 10 00 00 Court Receipts: City	32,000.00	28,432.44	25,000.00	31,756.56	30,000.00	20%	
359 90 00 10 Non Court Fines And Penalties	0.00	398.00	0.00	567.00		0%	
369 40 01 00 Court Restitution	0.00	795.00	0.00	5.62		0%	
<b>350 Fines &amp; Forfeitures</b>	<b>32,000.00</b>	<b>29,625.44</b>	<b>25,000.00</b>	<b>32,329.18</b>	<b>30,000.00</b>	<b>20%</b>	
361 11 00 01 Interest Earned On Investments	8,000.00	10,590.40	8,000.00	2,335.45	4,500.00	-44%	
361 40 00 00 Sales Interest	100.00	327.93	100.00	339.75	100.00	0%	
362 00 00 00 Pharmacy Bldg Lease	0.00	2.00	0.00	0.00		0%	
362 00 00 01 Community Center Rental	19,000.00	16,830.00	16,000.00	13,455.00	16,000.00	0%	
362 00 00 04 Telco Lease	0.00	200.00	1,200.00	1,000.00	1,200.00	0%	
367 11 00 02 P & R Sponsorship	0.00	0.00	0.00	0.00		0%	
367 11 00 10 Community Policing Donations	0.00	0.00	0.00	0.00		0%	
367 11 01 00 Contributions/Donations	0.00	1,383.50	0.00	1,160.00		0%	
369 10 00 01 Sale Of Surplus	0.00	3,982.49	0.00	4,200.00		0%	
369 30 00 00 Confiscated And Forfeited Property	0.00	4,725.00	0.00	0.00		0%	
369 40 00 00 Judgments And Settlements	0.00	0.00	0.00	0.00		0%	
369 81 00 00 Revenue Overage/shortage	0.00	101.59	0.00	-318.75		0%	
369 91 00 00 Other Miscellaneous Revenue	23,000.00	17,085.34	16,000.00	12,977.70	16,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 3

**001 General Fund**

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
360 Misc Revenues	50,100.00	55,228.25	41,300.00	35,149.15	37,800.00	-8%	
389 00 02 Non-Revenue - Corrections	0.00	0.00	0.00	0.00		0%	
389 10 00 01 Refundable Deposits-CC	15,000.00	18,790.00	15,000.00	10,103.01	15,000.00	0%	
389 30 00 01 Agency Remittance-Non Revenue	300.00	8,588.95	300.00	180.00	300.00	0%	
<b>380 Other Increases In Fund Resour</b>	<b>15,300.00</b>	<b>27,378.95</b>	<b>15,300.00</b>	<b>10,283.01</b>	<b>15,300.00</b>	<b>0%</b>	
395 10 00 00 Sale Of Capital Assets (land & Buidlings,ect	0.00	63,487.20	0.00	0.00		0%	
395 20 00 00 Compensation For Loss/Impairment	0.00	0.00	0.00	0.00		0%	
<b>390 Other Revenues</b>	<b>0.00</b>	<b>63,487.20</b>	<b>0.00</b>	<b>0.00</b>		<b>0%</b>	
397 18 00 00 Transfer For General Government	10,000.00	10,000.00	0.00	0.00		0%	
397 18 00 01 From 002 Econc Deve. / Hardung	0.00	0.00	348,000.00	348,000.00		-100%	
397 18 00 02 From Reserve /special Council Projects	0.00	0.00	10,000.00	0.00	10,000.00	0%	
397 21 00 02 Transfer From Reserve For PS Criminal Justice	141,400.00	60,544.36	144,000.00	0.00	173,000.00	20%	84000 sixth officer 30000 car lease payment 36,000 clerk wage 20,000capital purchase Ballistic Shield Door Ram
397 21 00 03 Transfer For Police Capital	0.00	0.00	0.00	0.00		0%	
397 50 00 00 Community Center Capital	10,000.00	4,202.71	11,000.00	0.00	25,000.00	127%	exterior paint, fridge replace, stove replace, irrigation repair
397 76 60 00 Transfer From Park & Rec Reserve	0.00	0.00	11,000.00	0.00	11,000.00	0%	
<b>397 Interfund Transfers</b>	<b>161,400.00</b>	<b>74,747.07</b>	<b>524,000.00</b>	<b>348,000.00</b>	<b>219,000.00</b>	<b>-58%</b>	
<b>TOTAL REVENUES:</b>	<b>3,198,800.00</b>	<b>3,517,821.70</b>	<b>3,783,740.00</b>	<b>3,655,119.07</b>	<b>3,247,940.00</b>	<b>-14%</b>	
589 90 00 99 Employee Deduction Clearing	0.00	-635.66	0.00	17,371.12		0%	
<b>589 Non Expenditures</b>	<b>0.00</b>	<b>-635.66</b>	<b>0.00</b>	<b>17,371.12</b>		<b>0%</b>	
508 80 00 01 Ending Balance	1,084,660.00	0.00	1,000,000.00	0.00	1,000,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 4

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>999 Ending Balance</b>	<b>1,084,660.00</b>	<b>0.00</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>1,000,000.00</b>	<b>0%</b>	
<b>Legislative/Executive</b>							
511 30 41 00 Official Publications/notices	4,000.00	2,534.88	4,000.00	1,313.04	4,000.00	0%	
511 60 10 00 Council: Salaries	10,500.00	10,500.00	10,600.00	8,750.00	10,500.00	-1%	
511 60 20 00 Council: Benefits	1,200.00	839.57	1,200.00	694.10	1,200.00	0%	
511 60 31 00 Council Supplies	200.00	23.74	200.00	0.00	200.00	0%	
511 60 32 00 Legislative - Fuel Consumed	150.00	31.00	150.00	0.00	2,000.00	-100%	
511 60 43 00 Council: Travel And Training	2,000.00	695.82	2,000.00	1,049.61	2,000.00	0%	
511 60 49 00 Council: Miscellaneous	300.00	37.08	300.00	0.00	300.00	0%	
<b>511 Legislative</b>	<b>18,350.00</b>	<b>14,662.09</b>	<b>18,450.00</b>	<b>11,806.75</b>	<b>18,200.00</b>	<b>-1%</b>	
<b>513 Executive</b>							
513 10 10 00 Mayor - Salary	7,200.00	7,200.00	7,200.00	6,000.00	7,200.00	0%	
513 10 20 00 Mayor - Benefits	700.00	598.71	700.00	463.92	700.00	0%	
513 10 42 00 Mayor - Communications	700.00	327.24	700.00	246.76	700.00	0%	
513 10 43 00 Mayor - Travel	1,650.00	1,054.06	1,650.00	743.78	1,000.00	-39%	
513 10 49 00 Mayor - Misc/prof Develop	600.00	635.00	600.00	445.00	600.00	0%	
513 10 49 04 Special Council Projects	0.00	0.00	10,000.00	50.00	10,000.00	0%	
513 11 10 00 City Administrator - Salary	52,400.00	51,811.28	51,500.00	40,337.58	55,000.00	7%	
513 11 20 00 City Administrator - Benefits	25,450.00	23,786.16	26,100.00	20,906.75	29,000.00	11%	
513 11 31 00 Office Supplies	400.00	108.43	400.00	255.34	400.00	0%	
513 11 32 00 Fuel Consumed	500.00	441.98	0.00	63.82	0.00	0%	
513 11 42 00 Communications	1,000.00	1,221.97	1,000.00	1,108.41	1,500.00	50%	
513 11 43 01 City Administrator-Travel	1,500.00	435.29	1,500.00	801.60	1,500.00	0%	
513 11 49 00 Dues & Subscriptions	6,500.00	5,949.00	6,600.00	6,093.00	6,500.00	-2%	
513 11 49 02 City Administrator - Prof Development	1,500.00	520.00	1,500.00	645.00	1,500.00	0%	
513 11 49 03 W.C.M.A.	1,000.00	0.00	1,000.00	1,028.59	1,000.00	0%	
<b>513 Executive</b>	<b>101,100.00</b>	<b>94,089.12</b>	<b>110,450.00</b>	<b>79,189.55</b>	<b>116,600.00</b>	<b>6%</b>	
<b>Total Legislative/Executive:</b>	<b>119,450.00</b>	<b>108,751.21</b>	<b>128,900.00</b>	<b>90,996.30</b>	<b>134,800.00</b>	<b>5%</b>	
<b>Judicial</b>							
512 50 51 01 Franklin County Court Cost	24,000.00	21,306.24	24,000.00	14,204.16	24,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 5

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Judicial</b>							
512 Judicial	24,000.00	21,306.24	24,000.00	14,204.16	24,000.00	0%	
515 30 41 00 Attorney Prof. Services	30,000.00	52,197.19	40,860.00	15,723.30	30,000.00	-27%	
515 30 41 01 Court Prosecuting Attorney	12,000.00	9,745.56	12,000.00	6,497.04	12,000.00	0%	
515 30 41 02 Labor Relations Administration	10,000.00	4,665.74	10,000.00	13,952.22	2,500.00	-75%	
515 91 41 00 Municipal Crt Public Defender	5,000.00	3,609.25	5,000.00	7,746.82	10,000.00	100%	
515 Legal Services	57,000.00	70,217.74	67,860.00	43,919.38	54,500.00	-20%	
<b>Total Judicial:</b>	<b>81,000.00</b>	<b>91,523.98</b>	<b>91,860.00</b>	<b>58,123.54</b>	<b>78,500.00</b>	<b>-15%</b>	
<b>Administration</b>							
514 20 10 00 Financial - Salaries	61,700.00	55,491.15	45,000.00	23,720.53	34,000.00	-24%	
514 20 10 01 Financial - Overtime	500.00	0.00	500.00	0.00	500.00	0%	
514 20 10 02 Buyout Earnings	1,000.00	0.00	1,000.00	0.00	1,000.00	0%	
514 20 20 00 Financial - Benefits	37,200.00	33,467.71	32,000.00	16,147.49	21,000.00	-34%	
514 20 20 01 Financ OT Taxes/Benefits	0.00	0.00	0.00	0.00	500.00	0%	
514 20 20 05 Personnel Benefits-Uniforms	0.00	0.00	0.00	164.08	500.00	0%	
514 20 31 00 Office & Operating Supplies	4,500.00	4,359.98	4,500.00	4,024.50	4,500.00	0%	
514 20 32 00 Financial & Record Services - Fuel Consumed	0.00	0.00	0.00	81.40	0.00	0%	
514 20 35 00 Machinery & Equipment	500.00	0.00	500.00	0.00	500.00	0%	
514 20 42 00 Telephone	4,500.00	2,415.16	4,500.00	1,275.14	2,500.00	-44%	
514 20 42 01 Metered Envelopes & Postage	3,000.00	1,494.19	3,000.00	1,561.53	2,500.00	-17%	
514 20 43 00 Travel	1,000.00	1,407.17	1,000.00	2,557.38	2,500.00	150%	
514 20 45 00 Equipment Lease/rental	7,500.00	6,763.34	7,500.00	5,432.62	7,600.00	1%	
514 20 47 00 Public Utility Services	13,000.00	10,272.06	13,000.00	8,228.82	13,000.00	0%	
514 20 49 00 Miscellaneous	1,500.00	595.35	1,500.00	382.38	1,500.00	0%	
514 20 49 01 Dues,mbrshps & Subscriptions	1,000.00	954.59	1,300.00	1,228.40	1,300.00	0%	
514 20 49 02 Training	2,000.00	1,825.00	2,500.00	4,646.74	4,000.00	60%	
514 23 41 00 Misc. Services	300.00	162.86	300.00	117.00	325.00	8%	
514 23 41 01 Auditor Services	6,000.00	10,325.62	2,000.00	2,654.41	2,000.00	0%	
514 30 10 00 Records Services - Salaries	23,100.00	22,917.97	24,000.00	29,966.79	35,000.00	46%	
514 30 10 01 Record Services - Overtime	300.00	0.00	300.00	23.05	300.00	0%	
514 30 20 00 Records Services - Benefits	16,400.00	14,922.23	17,500.00	20,056.40	32,000.00	83%	
514 30 20 01 Record Services OT Taxes/ Ben	300.00	0.00	300.00	4.57	300.00	0%	
514 30 49 01 Codification	2,000.00	882.81	2,000.00	1,392.47	2,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 6

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
514 90 51 00 Voter Registration	4,500.00	4,464.10	4,500.00	4,248.74	2,600.00	-42%	
<b>514 Administration</b>	<b>191,800.00</b>	<b>172,721.29</b>	<b>168,700.00</b>	<b>127,914.44</b>	<b>171,925.00</b>	<b>2%</b>	
517 66 49 00 Nat'l Home Bldg Assoc/I&i Pool	1,200.00	988.81	1,200.00	1,013.55	1,200.00	0%	
517 90 20 10 Employee Benefits Misc Issues	100.00	0.00	100.00	0.00	100.00	0%	
517 90 31 00 Employee Wellness Program	500.00	98.93	500.00	15.98	500.00	0%	
<b>517 Other Admin</b>	<b>1,800.00</b>	<b>1,087.74</b>	<b>1,800.00</b>	<b>1,029.53</b>	<b>1,800.00</b>	<b>0%</b>	

## Total Administration:

**193,600.00    173,809.03    170,500.00    128,943.97    173,725.00    2%**

## Police Department

521 10 10 00 Police Dept: Salaries	426,900.00	373,224.80	434,000.00	343,665.65	460,000.00	6%	
521 10 10 01 Police Dept: Overtime	14,280.00	18,582.19	9,000.00	8,758.46	10,000.00	11%	
521 10 10 02 Buyout Earnings	3,570.00	0.00	3,610.00	0.00	3,000.00	-17%	
521 10 10 03 Police Clerk Salaries	9,150.00	9,041.52	9,500.00	14,806.56	38,000.00	300%	FTE
521 10 10 04 Police Clerk Overtime	500.00	0.00	500.00	0.00	150.00	-70%	
521 10 20 00 Police Dept: Benefit	196,100.00	160,877.40	199,000.00	153,197.65	220,000.00	11%	
521 10 20 01 Police OT Taxes And Benefits	5,100.00	2,595.74	5,100.00	1,813.42	2,500.00	-51%	
521 10 20 02 Police Resrv Pension/Disability	3,500.00	1,690.00	3,500.00	3,295.00	3,800.00	9%	City to pay 100% of premiums
521 10 20 03 Police Clerk Benefits	7,250.00	6,272.61	7,500.00	4,363.60	34,500.00	360%	
521 10 20 04 Police Clerks Benefits OT	500.00	0.00	500.00	0.00	500.00	0%	
521 10 31 00 Office And Operating Supplies	4,000.00	1,182.79	4,000.00	1,361.29	3,000.00	-25%	
521 10 35 01 Office Equipment	2,000.00	867.49	2,000.00	708.41	2,000.00	0%	
521 10 41 00 Professional Services	5,000.00	1,222.50	5,000.00	2,757.80	4,000.00	-20%	
521 10 41 01 Auditor Services	3,000.00	0.00	3,000.00	0.00	2,500.00	-17%	
521 10 41 02 Civil Svc - Advertising	500.00	0.00	500.00	0.00	500.00	0%	
521 10 42 00 Telephone	11,000.00	8,825.03	11,000.00	5,411.71	10,000.00	-9%	
521 10 43 00 Travel/Training Expense	4,000.00	3,976.74	4,000.00	3,069.45	4,000.00	0%	
521 10 45 00 Police Operating Leases	2,500.00	2,397.60	2,500.00	2,397.60	2,500.00	0%	Copier Lease
521 10 49 00 Professional Services Misc	2,000.00	2,695.66	2,000.00	3,023.86	5,000.00	150%	
521 10 49 01 Civil Svc - Miscellaneous	100.00	30.00	100.00	0.00	100.00	0%	
521 10 51 00 Intergovernmental Services	16,000.00	12,066.11	16,000.00	10,801.42	18,500.00	16%	11,000 Bi-Pin 2,400 ACCESS 1,000 SWAT
521 11 10 00 Reserve Wages	3,000.00	2,990.00	3,000.00	1,630.00	5,000.00	67%	
521 11 20 00 Reserve Benefits	500.00	336.58	1,500.00	322.60	1,200.00	-20%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 7

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Police Department</b>							
521 20 20 01 Uniform And Clothing	6,000.00	5,174.07	6,000.00	2,046.29	6,000.00	0%	
521 20 31 02 Bulletproof Vest Grant	0.00	1,182.05	0.00	602.48		0%	
521 20 32 00 Police - Fuel Consumed	20,000.00	12,084.15	20,000.00	11,882.77	20,000.00	0%	
521 20 35 00 Small Tools And Equipment	6,000.00	5,251.64	6,000.00	6,026.88	6,000.00	0%	
521 20 40 00 Office Equipment Maintenance	2,000.00	1,551.57	2,000.00	934.00	2,000.00	0%	Copier Maintenance
521 20 48 00 Repairs & Maintenance	12,000.00	9,429.97	12,000.00	7,567.68	10,000.00	-17%	
521 20 51 00 Dispatch	61,000.00	59,850.00	61,000.00	29,990.00	61,000.00	0%	
521 21 31 00 Drug Investigation	500.00	0.00	500.00	0.00	500.00	0%	
521 21 51 00 Kids Haven	1,200.00	1,130.56	1,200.00	821.93	1,200.00	0%	
521 23 35 00 Reserve Equipment	2,000.00	1,380.50	2,000.00	1,483.35	2,000.00	0%	
521 23 43 00 Reserve Travel	100.00	100.00	100.00	0.00	100.00	0%	
521 30 31 00 Crime Prevention Supplies	1,500.00	1,902.84	1,500.00	1,362.82	1,500.00	0%	
521 30 40 00 Crime Prevention Services	1,000.00	222.43	1,000.00	170.00	1,000.00	0%	
521 40 43 00 Training - Travel For Training	5,000.00	224.90	5,000.00	117.98	5,000.00	0%	
521 40 49 00 Training	2,000.00	2,285.43	2,000.00	885.92	2,000.00	0%	
521 50 46 00 Insurance	7,650.00	5,977.10	7,750.00	10,526.79	11,500.00	48%	
521 50 47 00 Law Enforcement - Utility Services	1,530.00	617.00	1,550.00	464.89	1,600.00	3%	
<b>521 Law Enforcement</b>	<b>849,930.00</b>	<b>717,238.97</b>	<b>856,410.00</b>	<b>636,268.26</b>	<b>962,150.00</b>	<b>12%</b>	
523 60 50 00 Care & Custody: Intgov.service	46,000.00	28,461.57	60,000.00	44,872.30	60,000.00	0%	
<b>523 Jail Costs</b>	<b>46,000.00</b>	<b>28,461.57</b>	<b>60,000.00</b>	<b>44,872.30</b>	<b>60,000.00</b>	<b>0%</b>	
554 30 10 00 Animal Control Salaries	0.00	0.00	0.00	0.00		0%	
554 30 10 01 Animal Control Overtime	0.00	0.00	0.00	0.00		0%	
554 30 20 00 Animal Control Benefits	0.00	811.78	0.00	0.00		0%	
554 30 20 01 Animal Control Overtime Benefits	0.00	15.11	0.00	0.00		0%	
554 30 31 00 Animal Control Supplies	500.00	504.29	800.00	0.00	1,000.00	25%	
554 30 41 00 Animal Control Services	2,250.00	1,425.00	4,200.00	3,325.53	4,000.00	-5%	
<b>554 Environmental Services</b>	<b>2,750.00</b>	<b>2,756.18</b>	<b>5,000.00</b>	<b>3,325.53</b>	<b>5,000.00</b>	<b>0%</b>	
592 21 64 00 Police Car Lease-Interest	0.00	0.00	0.00	0.00	3,615.00	0%	
<b>591 Debt Service</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,615.00</b>	<b>0%</b>	
591 21 75 00 Police Capital Leases - Principal	0.00	0.00	0.00	0.00		0%	
594 21 60 00 Police Equip - Homeland Sec Grant	0.00	303.76	0.00	0.00		0%	
594 21 60 02 Police Equipment - City Match	5,000.00	101.25	0.00	0.00		0%	
594 21 64 00 PS Criminal - Vehicle	18,000.00	17,603.33	30,000.00	32,817.77	30,000.00	0%	Annual Vehicle Lease Payment #2 of 3

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 8

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Police Department</b>							
594 21 64 01 Police Cap Non PS Criminal Justice	0.00	0.00	0.00	0.00		0%	
594 21 64 03 Police Capital - Machinery & Equip	40,000.00	40,000.00	33,000.00	29,919.79	22,500.00	-32%	15000-Body Cams 5000 Kevlar Helmets Ballistic Shield Door Ram Added
594 21 64 04 Police Capital-Grant-State -Radar Unit	0.00	0.00	0.00	1,000.00		0%	
<b>594 Capital Expenditures</b>	<b>63,000.00</b>	<b>58,008.34</b>	<b>63,000.00</b>	<b>63,737.56</b>	<b>52,500.00</b>	<b>-17%</b>	

## Total Police Department:

**961,680.00    806,465.06    984,410.00    748,203.65    1,083,265.00    10%**

## Fire Protection

522 10 10 00 Fire Dept: Fire Chief Salary	77,400.00	74,796.77	79,000.00	61,964.32	81,000.00	3%	
522 10 10 01 Fire Chief Overtime Federal	15,000.00	6,245.71	15,150.00	30,821.71	15,300.00	1%	
522 10 20 00 Fire Dept - Fire Chief Benefits	27,000.00	23,330.12	29,000.00	20,875.89	32,000.00	10%	
522 10 20 01 Fire Chief Overtime Federal Ben	0.00	1,050.95	1,900.00	5,084.19	1,500.00	-21%	
522 10 20 02 Fire Dept:Pension/Disability	1,900.00	2,190.00	1,900.00	2,124.30	2,500.00	32%	
522 10 31 00 Fire Dept: Office/oper Supply	1,200.00	1,319.40	1,200.00	1,946.16	1,500.00	25%	
522 10 35 00 Fire Dept: Small Tools/Equip	6,080.00	5,398.87	6,150.00	2,093.36	6,500.00	6%	
522 10 42 00 Fire Dept: Communications	2,040.00	2,355.67	2,000.00	1,461.80	2,000.00	0%	
522 10 43 00 Fire Dept - Travel	500.00	7.61	500.00	1,197.15	1,000.00	100%	
522 10 43 01 Fire Federal Reimbursement	0.00	0.00	0.00	299.70		0%	
522 10 47 00 Fire Dept: Public Utility Srv	4,160.00	3,582.87	4,200.00	3,275.83	4,500.00	7%	
522 10 49 00 Fire Dept: Dues/Subscriptions	1,530.00	1,563.59	1,500.00	2,228.04	1,500.00	0%	
522 20 10 00 Fire Dept: Salaries	16,000.00	18,555.00	16,160.00	6,894.54	16,500.00	2%	
522 20 20 00 Fire Dept - Benefits	2,600.00	2,779.82	3,600.00	4,394.50	3,000.00	-17%	
522 20 47 00 Fire Suppression	29,000.00	31,460.00	29,000.00	24,200.00	29,000.00	0%	
522 20 49 00 Professional Services	1,500.00	449.77	1,500.00	1,430.51	1,500.00	0%	
522 30 41 00 Fire Dept: Fire Inspect	510.00	0.00	500.00	434.74	500.00	0%	
522 45 31 00 Fire Dept - Training Supplies	2,400.00	250.00	2,400.00	315.39	2,400.00	0%	
522 45 43 00 Fire Dept:Travel Expense	520.00	0.00	500.00	0.00	500.00	0%	
522 50 31 00 Maint Supplies Facilities	4,590.00	835.92	4,600.00	327.30	4,600.00	0%	
522 50 46 00 Fire Dept: Insurance	23,460.00	18,089.71	23,500.00	20,048.86	23,000.00	-2%	
522 50 47 00 Utilities	0.00	0.00	0.00	341.67	1,000.00	0%	
522 50 48 00 Repairs & Maint Professional	6,120.00	889.69	500.00	6,547.41	2,500.00	400%	
522 60 31 00 Vehicle & Equip. Maint. Supplies	0.00	400.72	2,000.00	584.25	2,000.00	0%	
522 60 32 00 Fire Dept: Fuel Consumed	2,080.00	1,543.20	2,100.00	993.63	2,000.00	-5%	
522 60 40 00 Vehicle & Equip Maint Profess	6,000.00	4,013.35	6,000.00	958.73	3,000.00	-50%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 9

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Fire Protection</b>							
522 60 40 01 State Dept. Of Ecology Grant	0.00	0.00	50,000.00	0.00		-100%	
522 Fire Control	231,590.00	201,108.74	284,860.00	200,843.98	240,800.00	-15%	
589 30 00 01 Agency Collections Remittance-Non Revenue	0.00	8,348.95	0.00	229.87		0%	
586 Agency Type Disbursements	0.00	8,348.95	0.00	229.87		0%	
594 22 64 01 Fire Dept: Machinery & Equip	10,000.00	0.00	15,000.00	16,878.84	15,000.00	0%	
594 Capital Expenditures	10,000.00	0.00	15,000.00	16,878.84	15,000.00	0%	
597 22 00 00 Transfer To Fire Reserve	10,000.00	10,000.00	0.00	0.00	10,000.00	0%	
597 Interfund Transfers	10,000.00	10,000.00	0.00	0.00	10,000.00	0%	
<b>Total Fire Protection:</b>	<b>251,590.00</b>	<b>219,457.69</b>	<b>299,860.00</b>	<b>217,952.69</b>	<b>265,800.00</b>	<b>-11%</b>	
<b>Community Development</b>							
524 10 10 00 Building/plan: Salaries	30,800.00	30,690.36	31,800.00	25,010.08	34,700.00	9%	
524 10 10 01 Building/planning - Overtime	1,000.00	0.00	1,000.00	0.00	500.00	-50%	
524 10 20 00 Building/plan: Benefits	17,200.00	16,435.82	18,000.00	14,288.82	19,500.00	8%	
524 10 20 01 Building/Plan OT Taxes/Ben	500.00	27.42	500.00	0.00	500.00	0%	
524 10 31 00 Building/plan: Office/oper Sup	500.00	208.87	500.00	337.44	500.00	0%	
524 10 32 00 Fuel Consumed	400.00	0.00	0.00	88.31		0%	
524 10 41 00 Building: Advertising	500.00	0.00	500.00	93.00	500.00	0%	
524 10 42 00 Building/Planning-Communications	0.00	58.29	700.00	513.68	700.00	0%	
524 10 48 00 Machinery & Equipment	500.00	0.00	500.00	0.00	500.00	0%	
524 10 49 00 Miscellaneous	500.00	54.74	500.00	863.37	500.00	0%	
524 20 51 00 Franklin Co Bldg Inspections	28,000.00	18,389.48	20,000.00	6,967.52	15,000.00	-25%	
524 60 49 01 Plat/subdivision Review	1,000.00	0.00	1,000.00	0.00	1,000.00	0%	
524 Protective Inspections	80,900.00	65,864.98	75,000.00	48,162.22	73,900.00	-1%	
553 60 31 00 Weed Control- Supplies	1,500.00	30.54	500.00	285.38	8,500.00	1600%	
553 Conservation	1,500.00	30.54	500.00	285.38	8,500.00	1600%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 10

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Community Development</b>							
558 50 31 00 Planning Operating Supplies	500.00	146.56	500.00	237.56	500.00	0%	
558 50 43 00 Travel Expense	1,000.00	513.86	1,000.00	235.77	1,000.00	0%	
558 50 49 00 Professional Development	500.00	597.00	500.00	236.22	500.00	0%	
558 60 41 00 Planning - Professional Services	2,500.00	1,900.00	2,500.00	1,826.39	10,000.00	300%	Comp Plan update
558 60 41 01 Planning/land Use - Advertising	500.00	553.80	500.00	0.00	500.00	0%	
558 60 41 02 Engineer: Studies & Surveys	8,000.00	2,857.50	10,000.00	952.50	10,000.00	0%	
<b>558 Community Planning &amp; Economic</b>	<b>13,000.00</b>	<b>6,568.72</b>	<b>15,000.00</b>	<b>3,488.44</b>	<b>22,500.00</b>	<b>50%</b>	
594 47 00 00 Cost/Benefit Analysis-Grant-Beckett Group	0.00	0.00	0.00	0.00	0.00	0%	
<b>594 Capital Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
<b>Total Community Development:</b>	<b>95,400.00</b>	<b>72,464.24</b>	<b>90,500.00</b>	<b>51,936.04</b>	<b>104,900.00</b>	<b>16%</b>	
<b>Parks &amp; Recreation</b>							
571 10 10 00 Recreation Admn: Salaries	7,800.00	2,047.50	0.00	0.00	0.00	0%	
571 10 20 00 Recreation Admn - Benefits	1,000.00	246.93	0.00	0.00	0.00	0%	
571 10 31 00 Recreation Admn: Overhead	1,050.00	0.00	0.00	0.00	0.00	0%	
571 10 41 00 Advertising	100.00	0.00	0.00	0.00	0.00	0%	
571 10 42 00 Recreation - Communications	0.00	258.14	0.00	0.00	0.00	0%	
571 10 43 00 Participant Recreation - Travel	0.00	0.00	0.00	0.00	0.00	0%	
571 10 49 00 Dues/Registration	0.00	0.00	0.00	0.00	0.00	0%	
571 10 49 01 Recreation Services	4,000.00	2,556.00	3,000.00	250.00	3,000.00	0%	
571 20 41 00 Professional Services	50.00	0.00	0.00	0.00	0.00	0%	
571 30 31 00 Swim Team Supplies	0.00	0.00	0.00	0.00	0.00	0%	
571 30 49 00 Swim Team Professional Services	0.00	0.00	0.00	0.00	0.00	0%	
<b>571 Culture And Recreation</b>	<b>14,000.00</b>	<b>5,108.57</b>	<b>3,000.00</b>	<b>250.00</b>	<b>3,000.00</b>	<b>0%</b>	
573 90 31 00 Spectator & Community Events-Supplies	0.00	0.00	2,500.00	2,500.00	2,500.00	0%	
573 90 31 01 Cinema In The Park	0.00	0.00	0.00	0.00	0.00	0%	
573 90 49 00 Community Events - Misc	350.00	684.35	500.00	0.00	500.00	0%	
<b>573 Spectator &amp; Community Events</b>	<b>350.00</b>	<b>684.35</b>	<b>3,000.00</b>	<b>2,500.00</b>	<b>3,000.00</b>	<b>0%</b>	
575 30 41 00 Museum:Professional Services	1,020.00	664.35	0.00	1,425.00	0.00	0%	
575 30 42 00 Museum: Communications	250.00	119.40	0.00	0.00	0.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 11

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Parks &amp; Recreation</b>							
575 30 47 00 Museum: Utilities	3,000.00	2,293.65	0.00	0.00	4,000.00	0%	
575 50 31 00 Center: Janitorial Supplies	4,000.00	3,418.12	4,000.00	2,381.91	4,000.00	0%	
575 50 35 00 Center: Small Tool/Minor Equip	1,200.00	1,731.77	1,200.00	32.77	1,200.00	0%	
575 50 41 00 Center: Professional Services	5,100.00	4,763.75	5,000.00	8,413.05	6,000.00	20%	had HVAC problem-HVAc is being replaced
575 50 42 00 Cultural And Recreation Facilities - Communications	480.00	388.14	500.00	355.88	500.00	0%	
575 50 46 00 Center: Insurance	11,000.00	10,650.70	11,000.00	9,699.02	11,000.00	0%	
575 50 47 00 Center: Utilities	16,000.00	14,989.37	16,000.00	11,739.87	16,000.00	0%	
<b>575 Cultural &amp; Recreational Fac</b>	<b>42,050.00</b>	<b>39,019.25</b>	<b>37,700.00</b>	<b>34,047.50</b>	<b>38,700.00</b>	<b>3%</b>	
576 80 10 00 Park Dept: Salaries	43,750.00	43,415.31	37,000.00	28,926.71	55,550.00	50%	
576 80 10 01 Park Dept: Overtime	500.00	585.90	500.00	561.77	500.00	0%	
576 80 20 00 Park Dept - Benefits	27,500.00	22,372.50	22,000.00	16,293.80	30,000.00	36%	
576 80 20 01 Park Dept OT Taxes/benefits	0.00	146.29	0.00	142.22	0.00	0%	
576 80 31 00 Park Dept- Supplies	3,500.00	7,143.00	7,500.00	7,466.68	10,000.00	33%	
576 80 31 01 Park Facilities - Trees	0.00	0.00	1,000.00	0.00	1,000.00	0%	
576 80 46 00 Park Facilities - Insurance	1,400.00	6,418.21	6,500.00	3,886.03	5,000.00	-23%	
576 80 47 00 Park Dept: Public Utility Srvc	1,500.00	1,717.36	1,500.00	1,352.24	1,500.00	0%	
576 80 47 01 Park Facilities - Utility Charges	0.00	1,201.72	1,200.00	1,228.90	1,500.00	25%	
576 80 48 00 Maint. & Repairs Contracted	1,020.00	1,809.89	2,000.00	61.02	2,000.00	0%	
576 80 49 00 Inmate Work Crew Charges	6,200.00	5,358.92	5,500.00	5,330.66	6,000.00	9%	
<b>576 Park Facilities</b>	<b>85,370.00</b>	<b>90,169.10</b>	<b>84,700.00</b>	<b>65,250.03</b>	<b>113,050.00</b>	<b>33%</b>	
594 75 62 00 Community Center Improvements	10,000.00	5,775.60	11,000.00	2,288.83	25,000.00	127%	exterior painting, fridge replacement, stove replacement, and irrigation repair at CC
594 76 62 00 Park & Rec Buidlgs & Struct	0.00	0.00	11,000.00	0.00	11,000.00	0%	
<b>594 Capital Expenditures</b>	<b>10,000.00</b>	<b>5,775.60</b>	<b>22,000.00</b>	<b>2,288.83</b>	<b>36,000.00</b>	<b>64%</b>	
<b>Total Parks &amp; Recreation:</b>	<b>151,770.00</b>	<b>140,756.87</b>	<b>150,400.00</b>	<b>104,336.36</b>	<b>193,750.00</b>	<b>29%</b>	
<b>General Government</b>							
518 10 32 00 Fuel Consumed	500.00	0.00	1,500.00	529.86	1,000.00	-33%	
518 10 41 00 Personnel Services	500.00	259.51	500.00	429.43	1,000.00	100%	
518 20 41 00 Property Assessments	4,590.00	4,171.94	4,600.00	4,180.56	5,000.00	9%	
518 30 10 00 Custodial - Salaries	52,600.00	52,294.73	54,000.00	41,773.79	25,000.00	-54%	
518 30 10 01 Custodial - Overtime	1,020.00	79.83	1,000.00	177.46	1,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 12

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>001 General Fund</b>							
<b>General Government</b>							
518 30 20 00 Custodial - Benefits	27,500.00	23,607.87	28,500.00	21,039.17	15,000.00	-47%	
518 30 20 01 Custodial Taxes And Benefits	800.00	21.51	800.00	40.30	800.00	0%	
518 30 31 00 Custodial Supplies	4,000.00	4,193.14	4,000.00	2,689.38	4,000.00	0%	
518 30 46 00 City Administration - Insurance	10,400.00	11,422.24	12,000.00	13,057.75	14,000.00	17%	
518 30 48 00 Repairs & Maint - Contractor	4,500.00	3,767.26	4,500.00	2,807.34	4,500.00	0%	
518 30 49 00 Inmate Work Crew Charges	1,000.00	328.12	1,000.00	0.00	1,000.00	0%	
518 61 40 00 Judgements And Settlements	0.00	6,713.80	0.00	0.00	500.00	0%	
518 80 31 00 Computer Software	2,000.00	776.98	2,000.00	1,685.50	3,000.00	50%	1,000 for Ivans new computer
518 80 31 01 Computer - Supplies	1,530.00	775.84	3,000.00	2,244.41	3,000.00	0%	
518 80 41 00 BIAS Software Maint	10,000.00	10,501.43	11,000.00	10,714.85	12,000.00	9%	
518 80 41 01 Network/Website Maintenance	18,150.00	20,054.42	20,000.00	16,130.00	21,000.00	5%	
518 80 41 02 Equipment Repair	1,000.00	1,659.06	1,000.00	224.71	1,000.00	0%	
518 80 41 03 GIS/Annual Maint. Cost	0.00	0.00	4,210.00	900.00	4,000.00	-5%	Interconnect systems annual fee
518 80 42 00 Central Services - Communication-intercomnt	0.00	0.00	0.00	0.00	1,500.00	0%	
518 90 40 00 Other Services And Charges	3,500.00	3,437.70	3,500.00	288.00	1,000.00	-71%	
518 90 47 00 Utility Services	1,400.00	1,233.24	1,400.00	676.93	1,400.00	0%	
518 90 49 01 Risk Mgmt - Claims Processing	1,000.00	250.00	1,000.00	0.00	1,000.00	0%	
<b>518 Central Services</b>	<b>145,990.00</b>	<b>145,548.62</b>	<b>159,510.00</b>	<b>119,589.44</b>	<b>121,700.00</b>	<b>-24%</b>	
519 20 49 00 Judgements & Settlements	0.00	0.00	0.00	0.00	0.00	0%	
<b>519 General Government Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
557 30 41 01 Coulee Corridor/ Visitor Guide	0.00	0.00	0.00	0.00	0.00	0%	
<b>557 Community Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
566 10 50 00 Alcoholism: Intergov Service	1,530.00	1,436.41	1,500.00	1,062.99	1,500.00	0%	
<b>566 Substance Abuse</b>	<b>1,530.00</b>	<b>1,436.41</b>	<b>1,500.00</b>	<b>1,062.99</b>	<b>1,500.00</b>	<b>0%</b>	
589 10 00 01 Misc: Non-Expen / Refunds CC Etc	15,300.00	16,949.65	15,000.00	9,373.14	15,000.00	0%	
<b>589 Non Expenditures</b>	<b>15,300.00</b>	<b>16,949.65</b>	<b>15,000.00</b>	<b>9,373.14</b>	<b>15,000.00</b>	<b>0%</b>	
591 18 75 00 Water Rights Purchase	27,570.00	28,779.34	601,000.00	600,363.19	600,363.19	-100%	
<b>591 Debt Service</b>	<b>27,570.00</b>	<b>28,779.34</b>	<b>601,000.00</b>	<b>600,363.19</b>	<b>600,363.19</b>	<b>-100%</b>	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 13

## 001 General Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>General Government</b>							
592 18 80 01 Water Rights Interest	31,500.00	30,250.55	26,000.00	24,672.46		-100%	
592 18 80 02 Water Rights Escrow Fees	70.00	97.83	500.00	161.71		-100%	
592 Debt Interest & Fees	31,570.00	30,348.38	26,500.00	24,834.17		-100%	
594 18 64 01 New Phone System	10,000.00	11,492.51	0.00	0.00		0%	
594 Capital Expenditures	10,000.00	11,492.51	0.00	0.00		0%	
597 18 60 06 Transfers-Out - Capital Outlays	0.00	0.00	0.00	0.00		0%	
597 42 00 00 Transfer To Street Fund	0.00	0.00	0.00	0.00		0%	
597 Interfund Transfers	0.00	0.00	0.00	0.00		0%	

**Total General Government: 231,960.00 234,554.91 803,510.00 755,222.93 138,200.00 -83%**

## Library

572 50 31 00 Library:Supplies	500.00	452.54	500.00	489.09	500.00	0%	
572 50 41 00 Library: Maintenance/repairs	1,000.00	585.56	1,000.00	1,005.31	1,000.00	0%	
572 50 47 00 Library: Utilities	4,080.00	3,241.61	4,000.00	2,595.44	4,000.00	0%	
572 Libraries	5,580.00	4,279.71	5,500.00	4,089.84	5,500.00	0%	

**Total Library: 5,580.00 4,279.71 5,500.00 4,089.84 5,500.00 0%**

## Pool

576 20 10 00 Swimming Pool: Salaries	6,840.00	3,018.25	25,100.00	15,590.94	28,000.00	12%	
576 20 20 00 Swimming Pool - Benefits	1,170.00	571.33	3,500.00	2,567.66	3,500.00	0%	
576 20 31 00 Swim Pool: Office/oper. Supp.	500.00	471.08	2,000.00	2,213.26	2,000.00	0%	
576 20 31 01 Swim Pool: Chemicals	4,000.00	1,645.65	8,000.00	5,576.36	8,000.00	0%	
576 20 31 02 Swimming Pool - Maint Supplies	1,000.00	350.99	3,000.00	1,143.04	3,000.00	0%	
576 20 35 00 Swim Pool: Sm Tools & Equip.	1,000.00	257.93	3,000.00	16,119.20	6,500.00	117%	
576 20 35 01 Swim Pool: Activity Equip Rplc	0.00	0.00	1,000.00	0.00	1,000.00	0%	
576 20 41 00 Pool - Professional Services	200.00	493.00	1,200.00	609.20	1,500.00	25%	wsi training
576 20 41 01 Swim Pool: Advertizing	0.00	0.00	300.00	34.40	300.00	0%	
576 20 42 00 Swim Pool: Communications	150.00	141.88	200.00	132.92	200.00	0%	
576 20 44 00 Swim Pool: Excise Tax	700.00	239.91	1,200.00	70.79	1,200.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 14

**001 General Fund**

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Pool</b>							
576 20 46 00 Swim Pool: Insurance	2,300.00	1,979.99	2,000.00	1,948.50	2,500.00	25%	
576 20 47 00 Swim Pool: Public Utility Serv	2,400.00	2,164.93	4,500.00	1,886.16	2,500.00	-44%	
576 20 47 01 Swim Pool - Water Services	500.00	400.00	800.00	800.00	800.00	0%	
576 20 48 00 Swim Pool: Maint. & Repairs	1,000.00	182.45	2,000.00	0.00	8,000.00	300%	replace and install new manifold for the chemical monitoring system-maintenance of the water heating system
576 20 49 00 Swim Pool: Misc Services	350.00	0.00	500.00	461.21	500.00	0%	
<b>576 Park Facilities</b>	<b>22,110.00</b>	<b>11,917.39</b>	<b>58,300.00</b>	<b>49,153.64</b>	<b>69,500.00</b>	<b>19%</b>	
<b>Total Pool:</b>	<b>22,110.00</b>	<b>11,917.39</b>	<b>58,300.00</b>	<b>49,153.64</b>	<b>69,500.00</b>	<b>19%</b>	

**TOTAL EXPENDITURES:**

**3,198,800.00 1,863,344.43 3,783,740.00 2,226,330.08 3,247,940.00 -14%**

**FUND GAIN/LOSS:**

**0.00 1,654,477.27 0.00 1,428,788.99**



# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 16

## 002 General Reserve Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Economic Development Rsrv</b>							
<b>Total Economic Development Rsrv:</b>	<b>2,700.00</b>	<b>3,303.57</b>	<b>2,700.00</b>	<b>1,227.93</b>	<b>2,500.00</b>	<b>-7%</b>	
<b>Law Enforcement Rsrv</b>							
336 06 21 00 CJ - Population	1,300.00	1,488.71	1,300.00	1,129.69	1,300.00	0%	
330 State Generated Revenues	1,300.00	1,488.71	1,300.00	1,129.69	1,300.00	0%	
361 11 13 00 Interest On Investment	100.00	109.63	100.00	40.45	100.00	0%	
360 Misc Revenues	100.00	109.63	100.00	40.45	100.00	0%	
397 21 00 10 Law Enforcement	0.00	0.00	0.00	0.00	0.00	0%	
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0%	
<b>Total Law Enforcement Rsrv:</b>	<b>1,400.00</b>	<b>1,598.34</b>	<b>1,400.00</b>	<b>1,170.14</b>	<b>1,400.00</b>	<b>0%</b>	
<b>PS Criminal Justice</b>							
313 15 00 Public Safety-Criminal Justice Tax	100,000.00	110,814.45	101,000.00	84,358.95	110,000.00	9%	
310 Taxes	100,000.00	110,814.45	101,000.00	84,358.95	110,000.00	9%	
361 11 13 41 Interest On Investment	750.00	848.15	750.00	455.08	700.00	-7%	
360 Misc Revenues	750.00	848.15	750.00	455.08	700.00	-7%	
<b>Total PS Criminal Justice:</b>	<b>100,750.00</b>	<b>111,662.60</b>	<b>101,750.00</b>	<b>84,814.03</b>	<b>110,700.00</b>	<b>9%</b>	
<b>Fire Protection Rsrv</b>							
361 11 14 00 Interest On Investment	900.00	1,128.88	900.00	464.02	900.00	0%	
360 Misc Revenues	900.00	1,128.88	900.00	464.02	900.00	0%	
397 22 00 00 Fire Protection	10,000.00	10,000.00	0.00	0.00	10,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 17

002 General Reserve Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Fire Protection Rsrv</b>							
397 Interfund Transfers	10,000.00	10,000.00	0.00	0.00	10,000.00	0%	
<b>Total Fire Protection Rsrv:</b>	<b>10,900.00</b>	<b>11,128.88</b>	<b>900.00</b>	<b>464.02</b>	<b>10,900.00</b>	<b>1111%</b>	
<b>Parks &amp; Rec Rsrv</b>							
313 61 10 00 Natural Gas 20% State	30,000.00	18,907.81	15,000.00	19,277.98	16,500.00	10%	
316 43 02 00 Natural Gas 20% Avista	0.00	10,941.84	15,000.00	11,564.42	15,000.00	0%	
316 46 10 00 Cable TV 20%	0.00	0.00	0.00	0.00	0.00	0%	
310 Taxes	30,000.00	29,849.65	30,000.00	30,842.40	31,500.00	5%	
361 11 15 00 Interest On Investment	900.00	1,016.62	900.00	488.53	900.00	0%	
360 Misc Revenues	900.00	1,016.62	900.00	488.53	900.00	0%	
397 76 00 10 Parks & Recreation	0.00	0.00	0.00	0.00	0.00	0%	
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0%	
<b>Total Parks &amp; Rec Rsrv:</b>	<b>30,900.00</b>	<b>30,866.27</b>	<b>30,900.00</b>	<b>31,330.93</b>	<b>32,400.00</b>	<b>5%</b>	
<b>Storm Water Rsrv</b>							
361 11 16 00 Interest On Investment	100.00	116.25	100.00	44.89	100.00	0%	
360 Misc Revenues	100.00	116.25	100.00	44.89	100.00	0%	
397 39 00 10 Storm Water Improvements	0.00	0.00	0.00	0.00	0.00	0%	
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0%	
<b>Total Storm Water Rsrv:</b>	<b>100.00</b>	<b>116.25</b>	<b>100.00</b>	<b>44.89</b>	<b>100.00</b>	<b>0%</b>	
<b>TOTAL REVENUES:</b>	<b>1,167,700.00</b>	<b>1,166,606.14</b>	<b>1,180,000.00</b>	<b>1,215,254.74</b>	<b>875,950.00</b>	<b>-26%</b>	
508 80 00 02 Ending Balance	1,006,300.00	0.00	656,000.00	0.00	656,950.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 18

## 002 General Reserve Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
999 Ending Balance	1,006,300.00	0.00	656,000.00	0.00	656,950.00	0%	
<b>Civic Facility Rsrv</b>							
597 18 00 00 Transfer To General Government	10,000.00	10,000.00	0.00	0.00	0.00	0%	
597 18 00 02 Transfers-Out - Council Special Project	0.00	0.00	10,000.00	0.00	10,000.00	0%	
597 50 00 00 Transfers To General Community Center	10,000.00	4,202.71	11,000.00	0.00	25,000.00	127%	exterior paint, fridge replace, stove replace, irrigation repair
597 Interfund Transfers	20,000.00	14,202.71	21,000.00	0.00	35,000.00	67%	
<b>Total Civic Facility Rsrv:</b>	<b>20,000.00</b>	<b>14,202.71</b>	<b>21,000.00</b>	<b>0.00</b>	<b>35,000.00</b>	<b>67%</b>	
<b>Economic Development Rsrv</b>							
597 18 00 01 Transfer To General Fund-payoff Water Rights	0.00	0.00	348,000.00	348,000.00		-100%	
597 Interfund Transfers	0.00	0.00	348,000.00	348,000.00		-100%	
<b>Total Economic Development Rsrv:</b>	<b>0.00</b>	<b>0.00</b>	<b>348,000.00</b>	<b>348,000.00</b>		<b>-100%</b>	
<b>Law Enforcement Rsrv</b>							
597 21 00 03 Transfer For Police Capital	0.00	0.00	0.00	0.00	0.00	0%	
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0%	
<b>Total Law Enforcement Rsrv:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
<b>PS Criminal Justice</b>							

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 19

**002 General Reserve Fund**

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>PS Criminal Justice</b>							
597 21 00 02 Transfer To General For PS Criminal Justice	141,400.00	60,544.36	144,000.00	0.00	173,000.00	20%	84000 seventh officer 30000 car 20000capital helmet-body 36,000 police clerk benefits Ballistic shireld added Door Ram added
597 Interfund Transfers	141,400.00	60,544.36	144,000.00	0.00	173,000.00	20%	
<b>Total PS Criminal Justice:</b>	<b>141,400.00</b>	<b>60,544.36</b>	<b>144,000.00</b>	<b>0.00</b>	<b>173,000.00</b>	<b>20%</b>	
<b>Parks &amp; Rec Rsrv</b>							
597 76 60 00 Transfer To General Park & Rec	0.00	0.00	11,000.00	0.00	11,000.00	0%	
597 Interfund Transfers	0.00	0.00	11,000.00	0.00	11,000.00	0%	
<b>Total Parks &amp; Rec Rsrv:</b>	<b>0.00</b>	<b>0.00</b>	<b>11,000.00</b>	<b>0.00</b>	<b>11,000.00</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>1,167,700.00</b>	<b>74,747.07</b>	<b>1,180,000.00</b>	<b>348,000.00</b>	<b>875,950.00</b>	<b>-26%</b>	
<b>FUND GAIN/LOSS:</b>	0.00	1,091,859.07	0.00	867,254.74			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 20

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>101 Street</b>							
<b>Street Operating</b>							
308 80 01 01 Estimated Beginning Balance	0.00	754.19	25,000.00	22,752.61	32,000.00	28%	
308 Beginning Balances	0.00	754.19	25,000.00	22,752.61	32,000.00	28%	
313 61 00 01 Natural Gas 45% State	76,500.00	42,542.52	36,500.00	43,375.51	51,000.00	40%	
316 43 04 00 Natural Gas 45% Avista	0.00	24,619.13	26,000.00	26,019.95	26,000.00	0%	
310 Taxes	76,500.00	67,161.65	62,500.00	69,395.46	77,000.00	23%	
336 00 71 01 Multimodal Transport City	0.00	5,530.59	4,000.00	3,719.03	3,500.00	-13%	
336 00 87 00 Motor Vehicle Fuel Tax	112,500.00	116,679.30	116,500.00	85,255.43	115,000.00	-1%	
330 State Generated Revenues	112,500.00	122,209.89	120,500.00	88,974.46	118,500.00	-2%	
344 10 00 00 Street Maintenance & Repair Charges	0.00	601.58	0.00	366.18		0%	
340 Charges For Services	0.00	601.58	0.00	366.18		0%	
369 10 00 02 Sale Of Surplus	0.00	92.00	0.00	3,712.30		0%	
369 91 01 01 Other Miscellaneous Revenue	0.00	0.00	0.00	0.00		0%	
360 Misc Revenues	0.00	92.00	0.00	3,712.30		0%	
397 42 01 01 Transfer From General Fund	0.00	0.00	0.00	0.00		0%	
397 Interfund Transfers	0.00	0.00	0.00	0.00		0%	
<b>Total Street Operating:</b>	<b>189,000.00</b>	<b>190,819.31</b>	<b>208,000.00</b>	<b>185,201.01</b>	<b>227,500.00</b>	<b>9%</b>	
<b>Street Improvement Reserve</b>							
308 80 21 01 Estimated Beginning Balance	410,000.00	451,779.87	425,000.00	443,445.37	370,550.00	-13%	
308 Beginning Balances	410,000.00	451,779.87	425,000.00	443,445.37	370,550.00	-13%	
313 61 01 01 Natural Gas 15% State	25,500.00	14,180.83	25,760.00	14,458.50	18,000.00	-30%	
316 43 03 00 Natural Gas 15% Avista	0.00	8,206.38	0.00	8,673.31	8,500.00	0%	
310 Taxes	25,500.00	22,387.21	25,760.00	23,131.81	26,500.00	3%	
333 20 20 00 TIB Grant - S. Columbia Ave BST Grant	243,400.00	0.00	0.00	0.00	0.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 21

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>101 Street</b>							
<b>Street Improvement Reserve</b>							
333 20 20 05 Federal Indirect-WSDOT -BFCG	0.00	0.00	0.00	0.00	185,000.00	0%	
333 97 00 00 Federal Indirect Grant Homelands Security-flood-Nordheim	0.00	0.00	0.00	19,835.73	173,000.00	0%	
334 02 30 00 State Grant From Department Natural Resources-arbor Day	0.00	0.00	0.00	234.13		0%	
334 03 80 00 TIB Grant - E. Birch Street	778,500.00	0.00	765,000.00	0.00	774,000.00	1%	
334 03 80 01 TIB - S. Columbia Sidewalks Grant-CBHA	189,000.00	0.00	180,000.00	0.00	138,000.00	-23%	
334 03 80 02 TIB-Chip Seal Project-wfir-welm-s. 5th	0.00	0.00	200,000.00	0.00	141,000.00	-30%	
334 03 80 03 TIB-LED Street Lights Grant	0.00	0.00	109,000.00	77,606.00		-100%	
334 03 80 04 TIB-Street Work Grant-State	0.00	0.00	0.00	49,357.00		0%	
334 03 80 05 TIB-Columbia Chip Seal For BFCG Project	0.00	0.00	0.00	0.00	70,000.00	0%	
<b>330 State Generated Revenues</b>	<b>1,210,900.00</b>	<b>0.00</b>	<b>1,254,000.00</b>	<b>147,032.86</b>	<b>1,481,000.00</b>	<b>18%</b>	
361 11 01 01 Interest Earned On Investment	2,300.00	3,331.78	2,500.00	2,071.53	2,500.00	0%	
367 11 00 00 Gifts, Pledges, Grants And Bequests From Private Sources	0.00	0.00	0.00	0.00		0%	
<b>360 Misc Revenues</b>	<b>2,300.00</b>	<b>3,331.78</b>	<b>2,500.00</b>	<b>2,071.53</b>	<b>2,500.00</b>	<b>0%</b>	
<b>Total Street Improvement Reserve:</b>	<b>1,648,700.00</b>	<b>477,498.86</b>	<b>1,707,260.00</b>	<b>615,681.57</b>	<b>1,880,550.00</b>	<b>10%</b>	
<b>TOTAL REVENUES:</b>	<b>1,837,700.00</b>	<b>668,318.17</b>	<b>1,915,260.00</b>	<b>800,882.58</b>	<b>2,108,050.00</b>	<b>10%</b>	
<b>Street Operating</b>							
525 30 00 00 Disaster Services - Flood	0.00	0.00	0.00	22,995.02		0%	
<b>525 Emergency Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,995.02</b>	<b>0.00</b>	<b>0%</b>	
542 30 10 00 Street Repair - Wages	14,500.00	14,133.23	14,000.00	10,116.98	22,000.00	57%	
542 30 10 01 Street Repair - Overtime	300.00	112.76	300.00	203.09	300.00	0%	
542 30 10 02 Street Repair - Buyout	500.00	0.00	500.00	0.00	500.00	0%	
542 30 20 00 Street Repair - Benefits	8,500.00	6,933.23	7,000.00	5,305.59	11,000.00	57%	
542 30 20 01 Street Repair OT Benefits	100.00	28.44	100.00	48.21	100.00	0%	
542 30 31 00 Street Repair & Maint Supplies	4,000.00	6,233.49	3,000.00	5,186.14	4,000.00	33%	
542 40 10 00 Storm Drain - Wages	4,000.00	3,945.48	4,000.00	1,702.59	4,500.00	13%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 22

101 Street

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Street Operating</b>							
542 40 10 01 Storm Drain - Overtime	200.00	41.82	200.00	28.49	200.00	0%	
542 40 20 00 Storm Drain - Benefits	3,050.00	2,219.60	1,500.00	1,093.39	2,500.00	67%	
542 40 20 01 Storm Drain - Overtime Benefits	100.00	10.48	100.00	7.50	100.00	0%	
542 61 31 00 Sidewalks - Office/Oper Supplies	2,000.00	492.48	2,000.00	0.00	2,000.00	0%	
542 63 31 00 Street Lights-Office/Oper Supplies	1,000.00	0.00	1,000.00	1,415.45	1,000.00	0%	
542 63 41 00 Street Lights - Professional Services	1,000.00	1,302.66	1,000.00	2,044.00	1,000.00	0%	wiring of two street lightsat Elm & E hawthorne
542 63 47 00 Street Lights - Electricity	14,700.00	15,856.66	14,850.00	20,088.12	14,850.00	0%	
542 64 31 00 Traffic Control - Supplies	1,000.00	1,433.22	1,000.00	0.00	1,000.00	0%	
542 64 31 01 Street Signing & Replacement	2,000.00	114.34	2,000.00	1,562.58	2,000.00	0%	
542 64 41 00 Traffic Control- Street Stripe	10,000.00	0.00	10,100.00	10,400.00	10,000.00	-1%	
542 66 10 00 Snow & Ice Control - Wages	8,100.00	8,062.08	6,500.00	5,110.87	12,000.00	85%	
542 66 10 01 Snow & Ice Control - Overtime	1,000.00	69.18	1,000.00	111.31	1,000.00	0%	
542 66 20 00 Snow & Ice Control - Benefits	5,100.00	4,114.63	3,500.00	2,820.47	6,100.00	74%	
542 66 20 01 Snow & Ice Control-OT Ben	500.00	17.11	500.00	27.12	500.00	0%	
542 66 31 00 Snow & Ice Control - Materials	6,000.00	4,178.37	6,000.00	8,258.76	8,000.00	33%	
542 67 10 00 Street Cleaning - Wages	8,100.00	8,062.08	6,900.00	5,416.18	11,500.00	67%	
542 67 10 01 Overtime Earnings	500.00	69.18	500.00	111.31	500.00	0%	
542 67 10 03 Misc Earnings	0.00	0.00	0.00	0.00	0.00	0%	
542 67 20 00 Street Cleaning - Benefits	5,100.00	4,172.14	3,900.00	3,077.70	6,000.00	54%	
542 67 20 01 OT Taxes And Benefits	100.00	17.11	100.00	27.12	100.00	0%	
542 67 31 00 Street Cleaning - Materials	2,600.00	1,954.81	3,000.00	2,688.01	3,000.00	0%	
542 70 31 00 Alley/shoulder/Trees-maintenance Supplies	4,000.00	3,803.18	4,000.00	3,561.88	4,000.00	0%	
542 70 31 01 Trees Maintenance Supplies	2,800.00	2,332.15	2,800.00	1,765.58	2,800.00	0%	
542 70 49 00 Roadside Contract.Services I/M	5,000.00	6,037.70	6,500.00	6,191.96	6,500.00	0%	
<b>542 Streets - Maintenance</b>	<b>115,850.00</b>	<b>95,747.61</b>	<b>107,850.00</b>	<b>98,370.40</b>	<b>139,050.00</b>	<b>29%</b>	
543 10 10 00 Street: Superintendent Wages	14,150.00	14,058.00	14,500.00	11,240.78	16,400.00	13%	
543 10 20 00 Street: Superintendent Benefits	7,050.00	6,440.94	7,500.00	5,621.53	7,700.00	3%	
543 10 42 00 Communications	0.00	575.82	0.00	0.00	0.00	0%	
543 30 31 00 Street: Misc. Supplies	5,500.00	7,045.58	5,500.00	5,906.94	5,500.00	0%	
543 30 35 00 Street: Small Tools & Equip.	1,500.00	1,699.34	1,500.00	0.00	1,500.00	0%	
543 30 41 00 Street: Professional Services	1,000.00	995.59	1,000.00	660.35	1,000.00	0%	
543 30 42 00 Street: Communications	3,200.00	2,535.46	3,200.00	1,546.04	3,200.00	0%	
543 30 46 00 Street: Insurance	9,000.00	7,670.25	9,000.00	7,569.01	9,000.00	0%	
543 30 47 00 Street: Utilities	3,200.00	2,638.54	3,200.00	2,250.03	3,500.00	9%	
543 30 47 01 Street Dept - Sanitation	0.00	337.55	0.00	412.03	0.00	0%	
543 50 10 00 Equipment/bldg Maint Wages	4,800.00	4,730.70	4,000.00	2,654.14	3,000.00	-25%	
543 50 10 01 Equip/bldg Maint - Overtime	500.00	45.69	500.00	59.45	500.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 23

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Street Operating</b>							
543 50 20 00 Equipment/bldg Maint Benefits	3,700.00	2,871.09	3,000.00	1,885.89	1,500.00	-50%	
543 50 20 01 Equip OT Taxes & Benefits	100.00	10.60	100.00	15.77	100.00	0%	
543 50 31 00 Street: Parts & Supplies	4,400.00	5,765.12	5,400.00	6,133.40	6,500.00	20%	
543 50 32 00 Street: Fuel Consumed	7,000.00	4,988.73	7,000.00	4,540.43	6,500.00	-7%	
543 50 41 00 Street: Professional Services	1,000.00	1,562.44	1,000.00	2,201.14	1,000.00	0%	
543 50 43 00 Street Travel For Training	520.00	211.58	500.00	270.22	500.00	0%	
543 50 48 00 Street: Equipment Maintenance	6,000.00	7,670.40	6,000.00	786.69	6,000.00	0%	
543 50 49 00 Street Training	520.00	465.67	500.00	240.01	500.00	0%	
<b>543 Streets Admin &amp; Overhead</b>	<b>73,140.00</b>	<b>72,319.09</b>	<b>73,400.00</b>	<b>53,993.85</b>	<b>73,900.00</b>	<b>1%</b>	
508 80 01 01 Ending Balance	0.00	0.00	0.00	0.00	14,550.00	0%	
999 Ending Balance	0.00	0.00	0.00	0.00	14,550.00	0%	
<b>Total Street Operating:</b>	<b>188,990.00</b>	<b>168,066.70</b>	<b>181,250.00</b>	<b>175,359.27</b>	<b>227,500.00</b>	<b>26%</b>	
<b>Street Improvement Reserve</b>							
594 42 64 00 Machinery & Equipment	22,000.00	18,783.76	15,000.00	6,295.69	5,000.00	-67%	
595 30 63 04 TIB-Street Work Grant -State	0.00	0.00	0.00	49,357.00	0.00	0%	
<b>594 Capital Expenditures</b>	<b>22,000.00</b>	<b>18,783.76</b>	<b>15,000.00</b>	<b>55,652.69</b>	<b>5,000.00</b>	<b>-67%</b>	
595 30 00 12 Fema Nordheim Street	0.00	0.00	0.00	0.00	173,000.00	0%	
595 30 63 00 Crack/Chip Seal Maintenance	10,000.00	9,773.00	30,000.00	31,082.00	30,000.00	0%	
595 30 63 01 Columbia Ave BST City Match	165,000.00	5,496.73	0.00	0.00	0.00	0%	
595 30 63 02 Columbia Ave BST BFCG Federal	243,500.00	0.00	0.00	0.00	255,000.00	0%	
595 30 63 10 Tib Chip Seal Program-City Match-Wfir-Weim 5th	0.00	0.00	112,120.00	0.00	20,000.00	-82%	
595 30 63 11 FEima Match For Nordheim Street-city Match	0.00	0.00	0.00	0.00	25,000.00	0%	
595 30 63 41 TIB-East T Birch Construction City Match	87,000.00	0.00	85,000.00	0.00	86,000.00	1%	
595 30 63 42 TIB-East Birch Construction Grant	778,500.00	0.00	765,000.00	0.00	774,000.00	1%	
595 30 63 43 TIB-Chip Seal Project -Grant	0.00	0.00	200,000.00	0.00	141,000.00	-30%	
595 61 63 00 TIB - S. Columbia Ave. Sidewalk City Match CBHA	21,000.00	0.00	20,000.00	0.00	20,000.00	0%	
595 61 63 05 TIB - S. Columbia Ave. Sidewalk Grant-CBHA	189,000.00	0.00	180,000.00	0.00	138,000.00	-23%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 24

101 Street

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Street Improvement Reserve</b>							
595 63 02 TIB-LED Street Lights-Grant	0.00	0.00	109,000.00	77,606.47		-100%	
595 Road/Streets Capital Expenditu	1,494,000.00	15,269.73	1,501,120.00	108,688.47	1,662,000.00	11%	
508 80 21 01 Ending Balance	132,710.00	0.00	217,890.00	0.00	213,550.00	-2%	
999 Ending Balance	132,710.00	0.00	217,890.00	0.00	213,550.00	-2%	
<b>Total Street Improvement Reserve:</b>	<b>1,648,710.00</b>	<b>34,053.49</b>	<b>1,734,010.00</b>	<b>164,341.16</b>	<b>1,880,550.00</b>	<b>8%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>1,837,700.00</b>	<b>202,120.19</b>	<b>1,915,260.00</b>	<b>339,700.43</b>	<b>2,108,050.00</b>	<b>10%</b>	
<b>FUND GAIN/LOSS:</b>							
	0.00	466,197.98	0.00	461,182.15			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 25

## 104 Hotel/Motel Tax Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 01 04 Estimated Beginning Balance	31,990.00	45,150.75	46,000.00	39,045.50	39,000.00	-15%	
<b>308 Beginning Balances</b>	<b>31,990.00</b>	<b>45,150.75</b>	<b>46,000.00</b>	<b>39,045.50</b>	<b>39,000.00</b>	<b>-15%</b>	
313 31 00 00 Hotel/Motel Stadium	12,000.00	12,743.02	12,000.00	11,608.70	13,000.00	8%	
<b>310 Taxes</b>	<b>12,000.00</b>	<b>12,743.02</b>	<b>12,000.00</b>	<b>11,608.70</b>	<b>13,000.00</b>	<b>8%</b>	
361 11 01 04 Interest Earned On Investment	350.00	309.36	350.00	119.96	270.00	-23%	
<b>360 Misc Revenues</b>	<b>350.00</b>	<b>309.36</b>	<b>350.00</b>	<b>119.96</b>	<b>270.00</b>	<b>-23%</b>	
<b>TOTAL REVENUES:</b>	<b>44,340.00</b>	<b>58,203.13</b>	<b>58,350.00</b>	<b>50,774.16</b>	<b>52,270.00</b>	<b>-10%</b>	
557 30 41 00 Hotel/Motel Committee Allocations	14,500.00	11,950.18	12,000.00	7,796.64	12,000.00	0%	
<b>557 Community Services</b>	<b>14,500.00</b>	<b>11,950.18</b>	<b>12,000.00</b>	<b>7,796.64</b>	<b>12,000.00</b>	<b>0%</b>	
594 57 64 00 Machinery & Equipment	9,840.00	7,207.45	2,633.00	1,355.00	1,280.00	-51%	
<b>594 Capital Expenditures</b>	<b>9,840.00</b>	<b>7,207.45</b>	<b>2,633.00</b>	<b>1,355.00</b>	<b>1,280.00</b>	<b>-51%</b>	
508 80 01 04 Ending Balance	20,000.00	0.00	43,717.00	0.00	38,990.00	-11%	
<b>999 Ending Balance</b>	<b>20,000.00</b>	<b>0.00</b>	<b>43,717.00</b>	<b>0.00</b>	<b>38,990.00</b>	<b>-11%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>44,340.00</b>	<b>19,157.63</b>	<b>58,350.00</b>	<b>9,151.64</b>	<b>52,270.00</b>	<b>-10%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>39,045.50</b>	<b>0.00</b>	<b>41,622.52</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 26

## 111 General Support Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 10 01 11 Beginning Balance	852,500.00	852,824.66	861,020.00	980,561.71	1,106,900.00	29%	
<b>308 Beginning Balances</b>	<b>852,500.00</b>	<b>852,824.66</b>	<b>861,020.00</b>	<b>980,561.71</b>	<b>1,106,900.00</b>	<b>29%</b>	
361 11 01 11 Interest Earned On Investment	5,500.00	6,528.82	5,500.00	2,793.47	5,500.00	0%	
361 40 00 01 Payment From Water Farm Bond Loan Interest	4,610.00	4,603.24	3,970.00	3,965.10	3,330.00	-16%	
361 40 00 02 Payment From Water Loan For USDA Interest	4,530.00	4,522.09	4,050.00	4,039.40	3,560.00	-12%	
<b>360 Misc Revenues</b>	<b>14,640.00</b>	<b>15,654.15</b>	<b>13,520.00</b>	<b>10,797.97</b>	<b>12,390.00</b>	<b>-8%</b>	
381 20 79 01 Payment From Water Farm Bond Loan Principal	63,820.00	63,813.95	64,460.00	64,452.09	65,100.00	1%	
381 20 79 02 Payment From Water USDA -Principal	48,270.00	48,268.95	48,760.00	48,751.64	49,240.00	1%	
<b>380 Other Increases In Fund Resour</b>	<b>112,090.00</b>	<b>112,082.90</b>	<b>113,220.00</b>	<b>113,203.73</b>	<b>114,340.00</b>	<b>1%</b>	
<b>TOTAL REVENUES:</b>	<b>979,230.00</b>	<b>980,561.71</b>	<b>987,760.00</b>	<b>1,104,563.41</b>	<b>1,233,630.00</b>	<b>25%</b>	
508 10 01 11 Ending Balance	979,230.00	0.00	987,760.00	0.00	1,233,630.00	25%	
999 Ending Balance	979,230.00	0.00	987,760.00	0.00	1,233,630.00	25%	
<b>TOTAL EXPENDITURES:</b>	<b>979,230.00</b>	<b>0.00</b>	<b>987,760.00</b>	<b>0.00</b>	<b>1,233,630.00</b>	<b>25%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>980,561.71</b>	<b>0.00</b>	<b>1,104,563.41</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 27

## 300 Capital Facilities Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 03 00 Beginning Balance	196,600.00	196,736.45	198,570.00	227,516.08	275,000.00	38%	
<b>308 Beginning Balances</b>	<b>196,600.00</b>	<b>196,736.45</b>	<b>198,570.00</b>	<b>227,516.08</b>	<b>275,000.00</b>	<b>38%</b>	
<b>REET 1</b>							
318 34 00 01 REET 1	9,000.00	23,309.67	9,000.00	17,176.50	13,000.00	44%	
<b>310 Taxes</b>	<b>9,000.00</b>	<b>23,309.67</b>	<b>9,000.00</b>	<b>17,176.50</b>	<b>13,000.00</b>	<b>44%</b>	
361 11 03 00 REET 1 Investment Interest	700.00	1,116.87	700.00	513.87	700.00	0%	
<b>360 Misc Revenues</b>	<b>700.00</b>	<b>1,116.87</b>	<b>700.00</b>	<b>513.87</b>	<b>700.00</b>	<b>0%</b>	
<b>Total REET 1:</b>	<b>9,700.00</b>	<b>24,426.54</b>	<b>9,700.00</b>	<b>17,690.37</b>	<b>13,700.00</b>	<b>41%</b>	
<b>REET 2</b>							
318 35 00 00 REET 2	9,000.00	23,309.68	9,000.00	17,176.49	13,000.00	44%	
<b>310 Taxes</b>	<b>9,000.00</b>	<b>23,309.68</b>	<b>9,000.00</b>	<b>17,176.49</b>	<b>13,000.00</b>	<b>44%</b>	
361 11 04 00 REET 2 Investment Interest	200.00	337.01	200.00	212.47	200.00	0%	
<b>360 Misc Revenues</b>	<b>200.00</b>	<b>337.01</b>	<b>200.00</b>	<b>212.47</b>	<b>200.00</b>	<b>0%</b>	
<b>Total REET 2:</b>	<b>9,200.00</b>	<b>23,646.69</b>	<b>9,200.00</b>	<b>17,388.96</b>	<b>13,200.00</b>	<b>43%</b>	
<b>Connell Rail Interchange</b>							
330 00 00 00 RR Interchange Grant	0.00	0.00	0.00	0.00	0.00	0%	
334 00 03 00 RR Interchange Construction Grant	0.00	0.00	0.00	0.00	0.00	0%	
334 03 60 00 RR Interchange Grant-State	500,000.00	2,123.85	0.00	0.00	17,500.00	0%	
334 04 20 00 CERB Grant Interchange Study	0.00	13,951.37	0.00	18,335.70	0.00	0%	
<b>330 State Generated Revenues</b>	<b>500,000.00</b>	<b>16,075.22</b>	<b>0.00</b>	<b>18,335.70</b>	<b>17,500.00</b>	<b>0%</b>	
<b>Total Connell Rail Interchange:</b>	<b>500,000.00</b>	<b>16,075.22</b>	<b>0.00</b>	<b>18,335.70</b>	<b>17,500.00</b>	<b>0%</b>	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 28

## 300 Capital Facilities Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	2018 Actual	% Chg	Comment
<b>TOTAL REVENUES:</b>	<b>715,500.00</b>	<b>260,884.90</b>	<b>217,470.00</b>	<b>280,931.11</b>	<b>319,400.00</b>	<b>319,400.00</b>	<b>47%</b>	
508 80 03 00 Ending Balance	215,500.00	0.00	217,470.00	0.00	301,900.00	301,900.00	39%	
999 Ending Balance	215,500.00	0.00	217,470.00	0.00	301,900.00	301,900.00	39%	
<b>Connell Rail Interchange</b>								
595 10 60 00 RR Interchange Engineering	500,000.00	2,123.85	0.00	0.00	0.00	0.00	0%	
595 10 60 01 RR Interchange State Grant	0.00	0.00	0.00	0.00	17,500.00	17,500.00	0%	
595 90 60 00 RR Interchange Study	0.00	31,244.97	0.00	0.00	0.00	0.00	0%	
595 90 60 01 RR Interchange Construction	0.00	0.00	0.00	0.00	0.00	0.00	0%	
594 Capital Expenditures	500,000.00	33,368.82	0.00	0.00	17,500.00	17,500.00	0%	
<b>Total Connell Rail Interchange:</b>	<b>500,000.00</b>	<b>33,368.82</b>	<b>0.00</b>	<b>0.00</b>	<b>17,500.00</b>	<b>17,500.00</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>715,500.00</b>	<b>33,368.82</b>	<b>217,470.00</b>	<b>0.00</b>	<b>319,400.00</b>	<b>319,400.00</b>	<b>47%</b>	
FUND GAIN/LOSS:	0.00	227,516.08	0.00	280,931.11				

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 29

## 401 Water Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
397 00 04 16 Water Bond Redemption Fund	0.00	0.00	0.00	168.42		0%	
<b>397 Interfund Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>168.42</b>		<b>0%</b>	
<b>Water Operating</b>							
308 80 04 01 Estimated Beginning Balance	122,000.00	122,000.00	125,000.00	428,374.32	252,000.00	102%	
<b>308 Beginning Balances</b>	<b>122,000.00</b>	<b>122,000.00</b>	<b>125,000.00</b>	<b>428,374.32</b>	<b>252,000.00</b>	<b>102%</b>	
343 40 00 01 Other Water Service Fees	800.00	1,475.00	400.00	1,510.04	500.00	25%	
343 40 00 03 Surcharges For Water	173,000.00	200,187.48	190,000.00	170,553.62	190,000.00	0%	
343 40 00 99 Bulk Water	1,000.00	338.25	300.00	670.29	300.00	0%	
343 40 01 00 Lamb-weston Water Charges	408,000.00	527,549.45	525,000.00	444,190.00	515,000.00	-2%	
343 40 02 00 Water Charges	700,000.00	741,791.44	728,000.00	625,795.54	715,000.00	-2%	
343 40 03 00 Water Hook-up Charges	7,000.00	19,129.00	7,000.00	12,562.35	7,000.00	0%	
<b>340 Charges For Services</b>	<b>1,289,800.00</b>	<b>1,490,470.62</b>	<b>1,450,700.00</b>	<b>1,255,281.84</b>	<b>1,427,800.00</b>	<b>-2%</b>	
359 90 00 00 Late Fees And Interest	19,000.00	25,265.18	19,000.00	20,679.72	19,000.00	0%	
<b>350 Fines &amp; Forfeitures</b>	<b>19,000.00</b>	<b>25,265.18</b>	<b>19,000.00</b>	<b>20,679.72</b>	<b>19,000.00</b>	<b>0%</b>	
361 11 00 00 Interest On Investment	2,000.00	2,313.51	2,000.00	1,556.81	2,000.00	0%	
369 10 00 00 Sale Of Surplus	0.00	870.35	0.00	3,406.50		0%	
369 91 40 00 Other Miscellaneous Revenue	0.00	275.00	0.00	146.05		0%	
<b>360 Misc Revenues</b>	<b>2,000.00</b>	<b>3,458.86</b>	<b>2,000.00</b>	<b>5,109.36</b>	<b>2,000.00</b>	<b>0%</b>	
389 10 04 01 Refundable Deposits-Bulk Water, Etc	0.00	0.00	0.00	0.00		0%	
<b>380 Other Increases In Fund Resour</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
395 10 00 01 Farm Agreement	131,620.00	131,627.50	133,000.00	132,802.50	133,600.00	0%	
395 Proceeds From Sales Of Capital	131,620.00	131,627.50	133,000.00	132,802.50	133,600.00	0%	
<b>Total Water Operating:</b>	<b>1,564,420.00</b>	<b>1,772,822.16</b>	<b>1,729,700.00</b>	<b>1,842,247.74</b>	<b>1,834,400.00</b>	<b>6%</b>	
<b>Water Improvement Reserve</b>							
308 80 24 01 Estimated Beginning Balance Rsrv	830,000.00	1,077,564.05	692,100.00	477,246.71	570,100.00	-18%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 30

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>401 Water Fund</b>							
<b>Water Improvement Reserve</b>							
308 Beginning Balances	830,000.00	1,077,564.05	692,100.00	477,246.71	570,100.00	-18%	
333 66 46 00 DOH Grant - Well 6	0.00	15,125.96	0.00	0.00		0%	
333 93 40 00 DOH Grant Environmental Study Well 6	0.00	0.00	25,000.00	25,000.00		-100%	
330 State Generated Revenues	0.00	15,125.96	25,000.00	25,000.00		-100%	
361 11 04 01 Interest On Investment	5,500.00	4,342.82	5,500.00	1,224.30	2,000.00	-64%	
360 Misc Revenues	5,500.00	4,342.82	5,500.00	1,224.30	2,000.00	-64%	
391 80 00 01 Loan-USDA-Rural Developmnet	0.00	0.00	1,500,000.00	0.00	1,500,000.00	0%	
390 Other Revenues	0.00	0.00	1,500,000.00	0.00	1,500,000.00	0%	
<b>Total Water/Improvement Reserve:</b>	<b>835,500.00</b>	<b>1,097,032.83</b>	<b>2,222,600.00</b>	<b>503,471.01</b>	<b>2,072,100.00</b>	<b>-7%</b>	
<b>TOTAL REVENUES:</b>	<b>2,399,920.00</b>	<b>2,869,854.99</b>	<b>3,952,300.00</b>	<b>2,345,887.17</b>	<b>3,906,500.00</b>	<b>-1%</b>	
<b>Water Operating</b>							
534 10 31 00 Wtr.dept: Acctg/admin Supply	2,400.00	612.02	2,400.00	786.57	2,470.00	3%	
534 10 41 00 Water Utilities (SA) - Professional Services/lab	20,000.00	23,237.84	20,000.00	4,784.00	20,000.00	0%	
534 10 41 02 Well 6 Study	0.00	7,313.24	0.00	0.00		0%	
534 10 41 03 Well Environmental Assessment-Grant	0.00	22,694.89	0.00	0.00		0%	
534 10 41 04 Subscription/GIS	0.00	0.00	2,600.00	0.00	2,600.00	0%	
534 10 44 00 Excise/use Tax	71,400.00	71,960.52	72,000.00	63,899.23	72,000.00	0%	
534 10 46 00 Wtr.dept: Insurance	43,000.00	38,547.04	43,000.00	37,926.26	43,000.00	0%	
534 10 47 00 Interfund Taxes For General Fund	125,000.00	125,544.71	130,000.00	98,183.98	130,000.00	0%	
534 10 49 00 Miscellaneous	1,020.00	818.67	2,000.00	419.83	2,000.00	0%	
534 10 49 01 Wtr.dept: Billing Costs	2,250.00	5,490.46	5,000.00	5,319.04	7,000.00	40%	
534 20 10 00 Water Dept: Salaries (admin)	42,350.00	40,504.20	38,500.00	30,050.21	41,000.00	6%	
534 20 14 00 Buyout Earnings	1,400.00	0.00	1,400.00	0.00	1,400.00	0%	
534 20 20 00 Water Dept: Salaries (admin) Benefits	22,250.00	20,475.14	23,000.00	17,664.51	24,000.00	4%	
534 20 41 00 Wtr.dept: Water FCS Study	20,000.00	21,457.43	5,000.00	0.00		-100%	FCS study

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 31

## 401 Water Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Water Operating</b>							
534 40 49 00 Water Dept: Training Professional Services	1,530.00	1,184.15	2,000.00	1,454.98	2,000.00	0%	
534 50 10 00 Water Dept: Salaries (supt.)	24,700.00	24,601.92	25,500.00	19,671.08	28,500.00	12%	
534 50 20 00 Water Dept: Salaries (supt.) Benefits	12,150.00	11,271.43	13,000.00	9,837.06	14,000.00	8%	
534 50 31 00 Wtr.dept: Operation & Supplies	71,400.00	48,708.71	72,100.00	87,582.77	77,000.00	7%	
534 50 32 00 Wtr.dept: Fuel Consumed	7,000.00	5,125.22	7,000.00	4,622.37	7,000.00	0%	
534 50 35 00 Water - Small Tools & Equip	1,040.00	655.73	1,000.00	163.22	1,000.00	0%	
534 50 41 00 Water Utilities Profess.	0.00	0.00	23,500.00	6,116.00	2,300.00	-90%	
<b>Service/GIS/Annual Fee</b>							
534 50 42 00 Wtr.dept: Communications	2,450.00	2,717.18	3,000.00	1,853.02	3,000.00	0%	
534 50 47 00 Wtr.dept: Utilities	3,270.00	2,638.60	3,300.00	2,250.01	3,500.00	6%	
534 50 48 00 Wtr.dept: Equipment Maint. Contracted	40,800.00	63,704.07	50,000.00	49,852.67	50,000.00	0%	
534 50 63 01 Water Dept Weed Abatement	0.00	0.00	1,000.00	0.00	1,000.00	0%	
534 70 10 00 Water Dept: Clerical Salaries	55,450.00	52,975.41	53,000.00	41,332.13	59,000.00	11%	
534 70 10 01 Overtime -Clerical	800.00	0.00	800.00	22.37	800.00	0%	
534 70 20 00 Water Dept: Clerical Salaries Benefits	37,200.00	33,552.90	39,000.00	27,437.81	48,000.00	23%	
534 70 20 01 Overtime - Clerical Benefits	0.00	16.45	0.00	4.44	0.00	0%	
534 70 22 00 Water OT Taxes & Benefits	0.00	0.00	0.00	0.00	0.00	0%	
534 80 10 00 Water Dept: Maintenance Wages	56,300.00	55,631.01	81,000.00	61,719.34	81,000.00	0%	
534 80 10 01 Water Dept: Maint. Overtime	3,060.00	411.98	3,000.00	1,446.90	3,000.00	0%	
534 80 20 00 Water Dept: Maintenance Wages Benefits:	40,000.00	35,724.33	61,000.00	46,311.46	61,000.00	0%	
534 80 20 01 Water Dept Maint OT Benefits	500.00	123.03	500.00	375.18	500.00	0%	
534 80 22 00 Water Taxes And Benefits OT	520.00	0.00	500.00	0.00	500.00	0%	
534 80 31 00 Wtr.dept: Chemicals/supplies	16,320.00	12,768.84	20,000.00	13,803.55	20,000.00	0%	
534 80 43 00 Wtr.dept: Travel Expenses	1,560.00	601.71	1,500.00	232.21	1,500.00	0%	
534 80 47 00 Wtr.dept: Well Electricity	204,000.00	167,993.03	272,000.00	172,058.59	220,000.00	-19%	
534 80 47 01 Water Dept - Sanitation	0.00	365.72	0.00	411.99	0.00	0%	
534 80 49 00 Contracted Services I/M	4,080.00	420.21	4,100.00	0.00	4,100.00	0%	
534 90 40 01 State Certificates & Surchrgs	4,680.00	2,264.30	4,700.00	2,527.80	4,700.00	0%	
<b>534 Water Utilities</b>	<b>939,880.00</b>	<b>902,112.09</b>	<b>1,087,400.00</b>	<b>810,120.58</b>	<b>1,038,870.00</b>	<b>-4%</b>	
581 20 70 00 Hardung Water Rights -repayment	0.00	0.00	25,000.00	0.00	0.00	-100%	
<b>580 Non Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-100%</b>	
581 20 00 00 General Support Principal Payment #1	63,820.00	63,813.95	64,460.00	64,452.09	65,100.00	1%	
581 20 00 02 USDA General Support Loan Prinp #2	48,270.00	48,268.95	48,760.00	48,751.64	49,240.00	1%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 32

## 401 Water Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Water Operating</b>							
581 Interfund Loan Disbursements	112,090.00	112,082.90	113,220.00	113,203.73	114,340.00	1%	
589 10 04 01 Refundable Deposits-Bulk Water, Etc	0.00	0.00	0.00	0.00		0%	
589 Non Expenditures	0.00	0.00	0.00	0.00		0%	
591 34 78 00 PWB K/C Loan Principal CTED -External	45,700.00	45,693.67	45,700.00	45,693.67	45,750.00	0%	
591 Debt Service	45,700.00	45,693.67	45,700.00	45,693.67	45,750.00	0%	
592 34 82 00 General Support Interest Payment	4,610.00	4,603.24	3,970.00	3,965.10	3,330.00	-16%	
592 34 82 02 USDA General Support Loan Interest	4,530.00	4,522.09	4,050.00	4,039.40	3,560.00	-12%	
592 34 83 02 PWB K/C Loan Interest	2,970.00	2,970.09	2,900.00	2,855.85	2,750.00	-5%	
592 Debt Interest & Fees	12,110.00	12,095.42	10,920.00	10,860.35	9,640.00	-12%	
597 34 70 00 Transfer To DWSRF Fund(414)	26,990.00	26,984.47	26,400.00	26,384.80	26,000.00	-2%	
597 34 70 07 Transfer To Bond Redemption	123,930.00	122,499.13	100,000.00	103,374.32		-100%	
597 34 70 09 Transfer To Bond Red Series B	0.00	0.00	0.00	0.00		0%	
597 34 70 10 Transfers-USDA Principal	690,000.00	672,508.10	0.00	0.00		0%	
597 Interfund Transfers	840,920.00	821,991.70	126,400.00	129,759.12	26,000.00	-79%	
508 80 04 01 Ending Balance	122,000.00	0.00	125,000.00	0.00	252,000.00	102%	
999 Ending Balance	122,000.00	0.00	125,000.00	0.00	252,000.00	102%	
<b>Total Water Operating:</b>	<b>2,072,700.00</b>	<b>1,893,975.78</b>	<b>1,533,640.00</b>	<b>1,109,637.45</b>	<b>1,486,600.00</b>	<b>-3%</b>	
<b>Water Improvement Reserve</b>							
534 10 41 03 Environmental Review DOH Grant	0.00	0.00	25,000.00	2,305.11		-100%	
594 34 60 01 Environmental Review DOH Grant	0.00	0.00	0.00	0.00		0%	
594 34 60 02 Well 6 Study DOH Grant	0.00	0.00	0.00	1,206.00		0%	
594 34 60 03 Engineering For Well #6 And Southside Waterlines	0.00	0.00	200,000.00	0.00	200,000.00	0%	
594 34 60 04 Franklin Street Water Line Emergency Replace	0.00	0.00	0.00	34,098.42		0%	
594 34 60 06 Loan-USDA-Rural Development	0.00	0.00	1,500,000.00	0.00	1,500,000.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 33

**401 Water Fund**

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Water Improvement Reserve</b>							
594 34 62 10 Machinery & Equipment	20,000.00	17,205.88	15,000.00	6,295.69	15,000.00	0%	Trenching and Shoring Equipment
594 34 64 01 Buildings & Structures	51,000.00	53,052.30	51,500.00	55,885.68	56,000.00	9%	
<b>594 Capital Expenditures</b>	<b>71,000.00</b>	<b>70,258.18</b>	<b>1,791,500.00</b>	<b>99,790.90</b>	<b>1,771,000.00</b>	<b>-1%</b>	
597 34 60 00 Emergency Fund Transfer For Water	0.00	0.00	200,000.00	200,000.00		-100%	
<b>597 Interfund Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>200,000.00</b>		<b>-100%</b>	
508 80 24 01 Ending Balance	256,220.00	0.00	427,160.00	0.00	648,900.00	52%	
<b>999 Ending Balance</b>	<b>256,220.00</b>	<b>0.00</b>	<b>427,160.00</b>	<b>0.00</b>	<b>648,900.00</b>	<b>52%</b>	
<b>Total Water Improvement Reserve:</b>	<b>327,220.00</b>	<b>70,258.18</b>	<b>2,418,660.00</b>	<b>299,790.90</b>	<b>2,419,900.00</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>2,399,920.00</b>	<b>1,964,233.96</b>	<b>3,952,300.00</b>	<b>1,409,428.35</b>	<b>3,906,500.00</b>	<b>-1%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>905,621.03</b>	<b>0.00</b>	<b>936,458.82</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 34

## 402 Sewer Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Wastewater Operating</b>							
308 80 04 02 Estimated Beginning Balance	81,600.00	81,600.00	100,000.00	100,000.00	151,140.00	51%	
<b>308 Beginning Balances</b>	<b>81,600.00</b>	<b>81,600.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>151,140.00</b>	<b>51%</b>	
343 50 00 03 Surcharges For Sewer	70,380.00	78,825.00	75,000.00	67,787.56	75,000.00	0%	
343 50 02 00 Sewer Charges	663,000.00	728,666.42	715,000.00	621,121.91	715,000.00	0%	
343 50 03 00 Sewer Connection Charges	8,160.00	15,132.00	8,200.00	9,312.00	8,000.00	-2%	
343 50 04 00 Sewer Inspection For Hook-up	300.00	0.00	300.00	0.00	300.00	0%	
<b>340 Charges For Services</b>	<b>741,840.00</b>	<b>822,623.42</b>	<b>798,500.00</b>	<b>698,221.47</b>	<b>798,300.00</b>	<b>-0%</b>	
359 90 00 01 Miscellaneous Fines And Penalties	0.00	9,108.08	0.00	1,913.84		0%	
<b>350 Fines &amp; Forfeitures</b>	<b>0.00</b>	<b>9,108.08</b>	<b>0.00</b>	<b>1,913.84</b>		<b>0%</b>	
361 11 04 02 Interest On Investment	1,020.00	1,504.01	1,000.00	570.20	1,000.00	0%	
362 00 00 02 Farm Lease - Amber Fields	35,700.00	25,497.34	20,000.00	26,851.56	10,000.00	-50%	
369 91 04 02 Miscellaneous Revenues	0.00	0.00	0.00	772.44		0%	
<b>360 Misc Revenues</b>	<b>36,720.00</b>	<b>27,001.35</b>	<b>21,000.00</b>	<b>28,194.20</b>	<b>11,000.00</b>	<b>-48%</b>	
389 00 00 00 Other Non-Revenue Receipts	0.00	0.00	0.00	0.00		0%	
<b>380 Other Increases In Fund Resour</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	
<b>Total Wastewater Operating:</b>	<b>860,160.00</b>	<b>940,332.85</b>	<b>919,500.00</b>	<b>828,329.51</b>	<b>960,440.00</b>	<b>4%</b>	
<b>Wastewater Improvement Reserve</b>							
308 80 24 02 Estimated Beginning Balance Rsrv	1,150,000.00	1,277,999.49	1,365,635.00	1,530,245.28	1,381,790.00	1%	
<b>308 Beginning Balances</b>	<b>1,150,000.00</b>	<b>1,277,999.49</b>	<b>1,365,635.00</b>	<b>1,530,245.28</b>	<b>1,381,790.00</b>	<b>1%</b>	
361 11 00 02 Interest On Investment	2,040.00	9,220.58	7,000.00	4,236.65	7,000.00	0%	
369 10 00 03 Sale Of Scrap And Junk	0.00	0.00	0.00	3,404.50		0%	
369 91 00 02 Miscellaneous	0.00	28,728.22	0.00	0.00		0%	
<b>360 Misc Revenues</b>	<b>2,040.00</b>	<b>37,948.80</b>	<b>7,000.00</b>	<b>7,641.15</b>	<b>7,000.00</b>	<b>0%</b>	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 35

## 402 Sewer Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Wastewater Improvement Reserve</b>							
<b>Total Wastewater Improvement Reserve:</b>	<b>1,152,040.00</b>	<b>1,315,948.29</b>	<b>1,372,635.00</b>	<b>1,537,886.43</b>	<b>1,388,790.00</b>	<b>1%</b>	
<b>TOTAL REVENUES:</b>	<b>2,012,200.00</b>	<b>2,256,281.14</b>	<b>2,292,135.00</b>	<b>2,366,215.94</b>	<b>2,349,230.00</b>	<b>2%</b>	
<b>Wastewater Operating</b>							
535 10 31 00 Svr.dept: Acctg/admin Supply	2,400.00	612.04	2,400.00	656.41	2,400.00	0%	
535 10 41 00 Svr.dept: Admin Professional Services	40,000.00	44,064.42	50,000.00	12,983.48	50,000.00	0%	
535 10 44 00 Excise/use Tax	17,170.00	17,240.51	17,300.00	14,753.44	17,500.00	1%	
535 10 45 00 Svr. Dept: Rentals & Leases	120.00	394.00	100.00	0.00	100.00	0%	
535 10 46 00 Svr.dept: Insurance	22,440.00	19,165.12	23,000.00	20,005.87	23,000.00	0%	
535 10 47 00 Interfund Taxes For General Fund	51,000.00	48,831.33	51,500.00	37,247.03	51,500.00	0%	
535 10 49 00 Profession Services/Training	2,350.00	1,153.40	2,300.00	902.51	2,300.00	0%	
535 10 49 01 Svr.dept: Billing Costs	3,000.00	3,808.46	6,500.00	3,601.39	6,500.00	0%	
535 10 50 00 Svr.dept: State Discharge Fee	3,570.00	0.00	3,600.00	0.00	3,600.00	0%	
535 20 10 00 Sewer Dept: Salaries (admin)	28,200.00	27,227.60	26,500.00	20,562.12	29,000.00	9%	
535 20 14 00 Buyout Earnings	1,300.00	0.00	1,300.00	0.00	1,300.00	0%	
535 20 20 00 Sewer Dept: Salaries (admin) Benefits	14,450.00	13,466.29	15,000.00	11,552.26	16,000.00	7%	
535 20 41 01 Svr.dept:professional Services	17,690.00	2,537.84	8,000.00	4,371.50	8,000.00	0%	
535 50 10 00 Sewer Dept: Salaries (supt.)	24,700.00	24,601.92	25,000.00	19,671.08	28,500.00	14%	
535 50 20 00 Sewer Dept: Salaries (supt.) Benefits	12,150.00	11,271.43	12,500.00	9,837.06	14,000.00	12%	
535 50 31 00 Sewer Dept: Operation & Supplies	25,500.00	28,004.96	30,000.00	32,938.28	40,000.00	33%	
535 50 32 00 Sewer Dept: Fuel Consumed	7,000.00	5,676.46	7,000.00	4,531.78	7,000.00	0%	
535 50 35 00 Sewer - Small Tools & Equip	5,000.00	2,182.66	5,000.00	0.00	5,000.00	0%	
535 50 41 00 GIS/Annual Fee	0.00	0.00	10,500.00	5,675.00	2,300.00	-78%	
535 50 42 00 Sewer Dept: Communications	3,060.00	3,277.15	3,000.00	2,577.48	4,000.00	33%	
535 50 47 00 Sewer Dept: Utilities For Shop	3,270.00	2,638.59	3,300.00	2,250.05	3,500.00	6%	
535 50 48 00 Sewer Dept: Equipment Maint.	51,000.00	53,055.48	51,500.00	30,918.96	51,000.00	-1%	
535 50 49 00 Weed Abatement	0.00	0.00	500.00	0.00	500.00	0%	
535 70 10 00 Sewer Dept: Clerical Salaries	43,500.00	41,728.24	46,000.00	37,054.78	53,500.00	16%	
535 70 10 01 Overtime - Accounting Clerk	800.00	0.00	800.00	22.38	800.00	0%	
535 70 20 00 Sewer Dept: Clerical Benefits	29,300.00	26,459.90	35,000.00	24,602.70	44,000.00	26%	
535 70 20 01 Clerk OT Taxes And Benefits	0.00	10.94	0.00	4.42	0.00	0%	
535 80 10 00 Sewer Dept: Maintenance Wages	81,800.00	81,806.00	81,000.00	64,006.19	86,500.00	7%	
535 80 10 01 Maintenance: Overtime	3,060.00	2,021.02	3,000.00	2,940.67	3,000.00	0%	
535 80 20 00 Sewer Dept: Maintenance Benefits	48,000.00	42,759.70	48,000.00	36,863.45	55,500.00	16%	
535 80 20 01 Maintenance OT Taxes And Benefits	1,020.00	967.20	1,000.00	690.71	1,500.00	50%	
535 80 31 00 Sewer Dept: Chemicals/supplies	7,000.00	466.09	7,000.00	12,792.95	15,000.00	114%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 36

## 402 Sewer Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Wastewater Operating</b>							
535 80 43 00 Sewer Dept: Travel Expenses	1,040.00	266.41	1,000.00	124.84	1,000.00	0%	
535 80 47 00 Swr.dept: Disposal Electricity	105,000.00	64,763.96	106,000.00	46,517.43	100,000.00	-6%	
535 80 47 01 Sewer Dept - Sanitation	0.00	309.45	350.00	412.00	500.00	43%	
535 80 49 01 Contracted Services I/M	4,080.00	420.21	4,100.00	0.00	4,100.00	0%	
535 90 40 01 State Certs & Surcharges	5,000.00	4,978.51	5,000.00	3,181.84	5,000.00	0%	
<b>535 Sewer</b>	<b>664,970.00</b>	<b>576,167.29</b>	<b>694,050.00</b>	<b>464,250.06</b>	<b>737,400.00</b>	<b>6%</b>	
508 80 04 02 Ending Balance	81,600.00	0.00	110,000.00	0.00	151,140.00	37%	
<b>999 Ending Balance</b>	<b>81,600.00</b>	<b>0.00</b>	<b>110,000.00</b>	<b>0.00</b>	<b>151,140.00</b>	<b>37%</b>	
<b>Total Wastewater Operating:</b>	<b>746,570.00</b>	<b>576,167.29</b>	<b>804,050.00</b>	<b>464,250.06</b>	<b>888,540.00</b>	<b>11%</b>	
<b>Wastewater Improvement Reserve</b>							
594 35 62 00 Buildings & Structures	50,000.00	31,830.07	50,500.00	6,480.86	50,500.00	0%	
594 35 64 00 Machinery & Equipment	20,000.00	18,038.50	15,000.00	6,295.70	15,000.00	0%	
594 35 75 00 Capital Leases Principal	0.00	0.00	0.00	0.00	0.00	0%	
594 35 83 00 Capital Leases Interest	0.00	0.00	0.00	0.00	0.00	0%	
<b>594 Capital Expenditures</b>	<b>70,000.00</b>	<b>49,868.57</b>	<b>65,500.00</b>	<b>12,776.56</b>	<b>65,500.00</b>	<b>0%</b>	
508 80 24 02 Ending Balance	1,195,630.00	0.00	1,422,585.00	0.00	1,395,190.00	-2%	
<b>999 Ending Balance</b>	<b>1,195,630.00</b>	<b>0.00</b>	<b>1,422,585.00</b>	<b>0.00</b>	<b>1,395,190.00</b>	<b>-2%</b>	
<b>Total Wastewater Improvement Reserve:</b>	<b>1,265,630.00</b>	<b>49,868.57</b>	<b>1,488,085.00</b>	<b>12,776.56</b>	<b>1,460,690.00</b>	<b>-2%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>2,012,200.00</b>	<b>626,035.86</b>	<b>2,292,135.00</b>	<b>477,026.62</b>	<b>2,349,230.00</b>	<b>2%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>1,630,245.28</b>	<b>0.00</b>	<b>1,889,189.32</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 37

## 403 Solid Waste Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
369 91 00 01 Other Miscellaneous	0.00	0.00	0.00	324.94		0%	
<b>360 Misc Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>324.94</b>		<b>0%</b>	
<b>Solid Waste Operating</b>							
308 80 04 03 Estimated Beginning Balance	0.00	0.00	0.00	30,747.55	10,000.00	0%	
<b>308 Beginning Balances</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,747.55</b>	<b>10,000.00</b>	<b>0%</b>	
343 70 00 00 Sanitation Collections	0.00	36,240.62	0.00	19.31		0%	
343 70 00 01 Chipper Services	100.00	645.00	200.00	0.00	200.00	0%	
343 70 00 03 Surcharge For Solid Waste	0.00	4,625.23	0.00	2.41		0%	
<b>340 Charges For Services</b>	<b>100.00</b>	<b>41,510.85</b>	<b>200.00</b>	<b>21.72</b>	<b>200.00</b>	<b>0%</b>	
361 11 04 03 Interest Earned On Investment	0.00	250.55	0.00	85.76		0%	
<b>360 Misc Revenues</b>	<b>0.00</b>	<b>250.55</b>	<b>0.00</b>	<b>85.76</b>		<b>0%</b>	
<b>Total Solid Waste Operating:</b>	<b>100.00</b>	<b>41,761.40</b>	<b>200.00</b>	<b>30,855.03</b>	<b>10,200.00</b>	<b>5000%</b>	
<b>Solid Waste Improvement Reserve</b>							
308 80 24 03 Estimated Beginning Balance Rsrv	75,100.00	104,773.49	140,000.00	105,534.13	130,760.00	-7%	
<b>308 Beginning Balances</b>	<b>75,100.00</b>	<b>104,773.49</b>	<b>140,000.00</b>	<b>105,534.13</b>	<b>130,760.00</b>	<b>-7%</b>	
361 11 00 03 Interest On Investment	750.00	760.64	500.00	294.77	500.00	0%	
<b>360 Misc Revenues</b>	<b>750.00</b>	<b>760.64</b>	<b>500.00</b>	<b>294.77</b>	<b>500.00</b>	<b>0%</b>	
<b>Total Solid Waste Improvement Reserve:</b>	<b>75,850.00</b>	<b>105,534.13</b>	<b>140,500.00</b>	<b>105,828.90</b>	<b>131,260.00</b>	<b>-7%</b>	
<b>TOTAL REVENUES:</b>	<b>75,950.00</b>	<b>147,295.53</b>	<b>140,700.00</b>	<b>137,008.87</b>	<b>141,460.00</b>	<b>1%</b>	
<b>Solid Waste Operating</b>							
537 10 31 00 Sanit.dept:accounting Supplies	0.00	0.00	4,200.00	0.00	3,500.00	-17%	
537 10 41 00 Sanit.dept: Audit Expense	0.00	3,379.80	0.00	0.00		0%	
537 10 42 00 Sanit.dept: Billing Costs	0.00	180.89	0.00	65.10	100.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 38

## 403 Solid Waste Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
<b>Solid Waste Operating</b>							
537 10 44 00 Excise/use Tax	0.00	3,486.44	0.00	0.00	0.00	0%	
537 10 47 00 Interfund Taxes For General Fund	0.00	2,496.29	0.00	0.00	0.00	0%	
537 20 10 00 Sanit.dept: Salaries (admin)	0.00	0.00	0.00	0.00	0.00	0%	
537 20 10 02 Buyout Earnings	0.00	0.00	0.00	0.00	0.00	0%	
537 20 20 00 Sanit. Dept: Salaries (admin) Benefits	0.00	375.25	0.00	0.00	0.00	0%	
537 60 47 01 Sanit.dept: Waste Transport.	0.00	0.00	0.00	0.00	0.00	0%	
537 70 10 00 Sanit.dept: Salaries/cstmr Srv	0.00	0.00	0.00	0.00	0.00	0%	
537 70 10 01 Customer Service - Overtime	0.00	0.00	0.00	0.00	0.00	0%	
537 70 20 00 Customer Service - Benefits	0.00	1,095.18	0.00	0.00	0.00	0%	
537 70 20 01 Customer Service OT Taxes And Benefit:	0.00	0.00	0.00	0.00	0.00	0%	
<b>537 Garbage &amp; Solid Waste Utilitie</b>	<b>0.00</b>	<b>11,013.85</b>	<b>4,200.00</b>	<b>65.10</b>	<b>3,600.00</b>	<b>-14%</b>	
508 80 04 03 Ending Balance	0.00	0.00	0.00	0.00	0.00	0%	
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0%	
<b>Total Solid Waste Operating:</b>	<b>0.00</b>	<b>11,013.85</b>	<b>4,200.00</b>	<b>65.10</b>	<b>3,600.00</b>	<b>-14%</b>	
<b>Solid Waste Improvement Reserve</b>							
508 80 24 03 Ending Balance	75,950.00	0.00	136,500.00	0.00	137,860.00	1%	
999 Ending Balance	75,950.00	0.00	136,500.00	0.00	137,860.00	1%	
<b>Total Solid Waste Improvement Reserve:</b>	<b>75,950.00</b>	<b>0.00</b>	<b>136,500.00</b>	<b>0.00</b>	<b>137,860.00</b>	<b>1%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>75,950.00</b>	<b>11,013.85</b>	<b>140,700.00</b>	<b>65.10</b>	<b>141,460.00</b>	<b>1%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>136,281.68</b>	<b>0.00</b>	<b>136,943.77</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 39

## 404 Water Emergency Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 10 00 00 Estimated Beginning Balance	0.00	0.00	0.00	0.00	200,000.00	0%	
308 Beginning Balances	0.00	0.00	0.00	0.00	200,000.00	0%	
397 34 60 00 Water Revenue	0.00	0.00	200,000.00	200,000.00		-100%	No revenue
397 Interfund Transfers	0.00	0.00	200,000.00	200,000.00		-100%	
<b>TOTAL REVENUES:</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>0%</b>	
508 10 00 00 Ending Fund Balance	0.00	0.00	200,000.00	0.00	200,000.00	0%	
580 Non Expenditures	0.00	0.00	200,000.00	0.00	200,000.00	0%	
<b>TOTAL EXPENDITURES:</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>200,000.00</b>	<b>0%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 40

## 414 DWSRF Loan(CTED)

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 04 14 DWSRF Beginning Fund Balance	0.00	0.61	0.00	0.61		0%	
308 Beginning Balances	0.00	0.61	0.00	0.61		0%	
397 34 02 02 Transfer From Water	26,990.00	26,984.47	26,400.00	26,384.80	26,000.00	-2%	
397 Interfund Transfers	26,990.00	26,984.47	26,400.00	26,384.80	26,000.00	-2%	
<b>TOTAL REVENUES:</b>	<b>26,990.00</b>	<b>26,985.08</b>	<b>26,400.00</b>	<b>26,385.41</b>	<b>26,000.00</b>	<b>-2%</b>	
591 34 72 00 Dwsrf:principal Payment	23,990.00	23,986.19	24,000.00	23,986.19	24,000.00	0%	
591 Debt Service	23,990.00	23,986.19	24,000.00	23,986.19	24,000.00	0%	
592 34 80 00 Dwsrf Loan: Interest Payment	3,000.00	2,998.28	2,400.00	2,398.61	2,000.00	-17%	
592 Debt Interest & Fees	3,000.00	2,998.28	2,400.00	2,398.61	2,000.00	-17%	
508 80 04 14 Ending Balance	0.00	0.00	0.00	0.00	0.00	0%	
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0%	
<b>TOTAL EXPENDITURES:</b>	<b>26,990.00</b>	<b>26,984.47</b>	<b>26,400.00</b>	<b>26,384.80</b>	<b>26,000.00</b>	<b>-2%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>0.61</b>	<b>0.00</b>	<b>0.61</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 41

## 415 Water/Sewer Bond Reserve

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 10 04 15 Estimated Beginning Balance	245,440.00	245,720.61	138,680.00	138,960.61		-100%	
<b>308 Beginning Balances</b>	<b>245,440.00</b>	<b>245,720.61</b>	<b>138,680.00</b>	<b>138,960.61</b>		<b>-100%</b>	
361 11 00 05 Interest Earned On Investment	0.00	0.00	0.00	0.00		0%	
<b>360 Misc Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0%</b>	
<b>TOTAL REVENUES:</b>	<b>245,440.00</b>	<b>245,720.61</b>	<b>138,680.00</b>	<b>138,960.61</b>		<b>-100%</b>	
591 34 72 04 USDA Principal Last Payment	106,760.00	106,760.00	0.00	0.00		0%	
591 34 74 14 Payoff Farm Bond	0.00	0.00	138,680.00	138,960.61		-100%	
592 34 83 05 USDA Interest Last Payment	0.00	0.00	0.00	0.00		0%	
<b>591 Debt Service</b>	<b>106,760.00</b>	<b>106,760.00</b>	<b>138,680.00</b>	<b>138,960.61</b>		<b>-100%</b>	
508 10 04 15 Ending Balance	138,680.00	0.00	0.00	0.00		0%	
<b>999 Ending Balance</b>	<b>138,680.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>245,440.00</b>	<b>106,760.00</b>	<b>138,680.00</b>	<b>138,960.61</b>		<b>-100%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>138,960.61</b>	<b>0.00</b>	<b>0.00</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 42

## 416 Water/Sewer Bond Redemption

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 04 16 Beginning Balance	98,000.00	100,546.03	100,450.00	100,884.78		-100%	
<b>308 Beginning Balances</b>	<b>98,000.00</b>	<b>100,546.03</b>	<b>100,450.00</b>	<b>100,884.78</b>		<b>-100%</b>	
361 11 04 16 Interest On Investment	2,000.00	2,069.62	1,550.00	9.07		-100%	
<b>360 Misc Revenues</b>	<b>2,000.00</b>	<b>2,069.62</b>	<b>1,550.00</b>	<b>9.07</b>		<b>-100%</b>	
397 34 00 00 Interfund Transfer From Water Dept	123,930.00	122,499.13	100,000.00	103,374.32		-100%	
397 34 70 09 Interfund Transfer From Water Series B	0.00	0.00	0.00	0.00		0%	
397 34 70 10 USDA Principal Retirement	690,000.00	672,508.10	0.00	0.00		0%	
<b>397 Interfund Transfers</b>	<b>813,930.00</b>	<b>795,007.23</b>	<b>100,000.00</b>	<b>103,374.32</b>		<b>-100%</b>	
<b>TOTAL REVENUES:</b>	<b>913,930.00</b>	<b>897,622.88</b>	<b>202,000.00</b>	<b>204,268.17</b>		<b>-100%</b>	
591 34 72 01 2004 Wtr Bond Principal (usda)	759,000.00	751,293.22	0.00	0.00		0%	
591 34 72 02 2005 Farm Bond PRIN (Re-Issue)	0.00	0.00	202,000.00	196,039.39		-100%	
<b>591 Debt Service</b>	<b>759,000.00</b>	<b>751,293.22</b>	<b>202,000.00</b>	<b>196,039.39</b>		<b>-100%</b>	
592 34 83 00 2005 Farm Bond I (re-issue)	17,170.00	17,170.00	0.00	8,060.36		0%	
592 34 83 01 2004 Wtr Bond Interest (usda)	38,000.00	27,974.88	0.00	0.00		0%	
592 34 84 00 Bond Administration	300.00	300.00	0.00	0.00		0%	
<b>592 Debt Interest &amp; Fees</b>	<b>55,470.00</b>	<b>45,444.88</b>	<b>0.00</b>	<b>8,060.36</b>		<b>0%</b>	
597 00 04 16 Transfer To Water	0.00	0.00	0.00	168.42		0%	
<b>597 Interfund Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>168.42</b>		<b>0%</b>	
508 80 04 16 Ending Balance	99,460.00	0.00	0.00	0.00		0%	
<b>999 Ending Balance</b>	<b>99,460.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0%</b>	
<b>TOTAL EXPENDITURES:</b>	<b>913,930.00</b>	<b>796,738.10</b>	<b>202,000.00</b>	<b>204,268.17</b>		<b>-100%</b>	
<b>FUND GAIN/LOSS:</b>	<b>0.00</b>	<b>100,884.78</b>	<b>0.00</b>	<b>0.00</b>			

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 43

## 633 State Remittance Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
308 80 06 33 Beginning Balance	8,500.00	6,353.32	8,580.00	6,012.86	6,000.00	-30%	
<b>308 Beginning Balances</b>	<b>8,500.00</b>	<b>6,353.32</b>	<b>8,580.00</b>	<b>6,012.86</b>	<b>6,000.00</b>	<b>-30%</b>	
389 30 00 00 Building Permit: St.sur.chrg.	250.00	216.00	250.00	157.50	250.00	0%	
389 30 00 02 Weapons Permits DOL	500.00	750.00	500.00	678.00	1,000.00	100%	
389 30 00 03 Confiscated & Forfeited Property	0.00	50.00	0.00	0.00	0.00	0%	
389 30 00 04 Trauma Care	1,200.00	811.93	1,200.00	1,609.31	1,200.00	0%	
389 30 00 05 ST Gen Fund 54	250.00	277.35	250.00	189.26	250.00	0%	
389 30 00 06 ST Gen Fund 40	25,000.00	11,749.11	25,250.00	15,779.54	25,000.00	-1%	
389 30 00 07 St Gen Fund 50	11,000.00	6,622.69	11,110.00	9,061.04	11,000.00	-1%	
389 30 00 08 Judicial Info Systems Account	4,500.00	3,974.28	4,550.00	7,590.84	6,000.00	32%	
389 30 00 09 School Zone Safety	1,000.00	256.10	1,000.00	111.06	1,000.00	0%	
389 30 01 00 Weapons/fingerprints WA State	450.00	408.50	450.00	276.00	450.00	0%	
389 30 01 02 Crime Lab Analysis	1,000.00	1.45	1,010.00	0.00	1,000.00	-1%	
389 30 02 00 County/crime Victim Compensatn-Agency Collect	650.00	462.17	650.00	544.00	650.00	0%	
389 30 09 00 ST Patrol HWY Account	300.00	112.89	300.00	35.54	300.00	0%	
389 30 14 00 HWY Safety Act	200.00	31.42	200.00	9.76	300.00	50%	
389 30 15 00 Death Inv Acct	150.00	19.77	150.00	6.14	150.00	0%	
389 30 31 00 Auto Theft Prevention	2,000.00	1,629.99	2,000.00	3,220.38	2,500.00	25%	
389 30 32 00 Trauma Brain Injuries	500.00	320.55	500.00	625.13	500.00	0%	
<b>380 Other Increases In Fund Resour</b>	<b>48,950.00</b>	<b>27,694.20</b>	<b>49,370.00</b>	<b>39,893.50</b>	<b>51,550.00</b>	<b>4%</b>	
<b>TOTAL REVENUES:</b>	<b>57,450.00</b>	<b>34,047.52</b>	<b>57,950.00</b>	<b>45,906.36</b>	<b>57,550.00</b>	<b>-1%</b>	
589 30 00 11 Confiscated & Forfeited Property	0.00	0.00	0.00	50.00	0.00	0%	
589 30 00 12 Court Receipts-state Remit	0.00	0.00	0.00	0.00	0.00	0%	
589 30 96 01 Breath Test-State	0.00	0.00	0.00	0.00	0.00	0%	
<b>580 Non Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50.00</b>	<b>0.00</b>	<b>0%</b>	
589 30 00 00 Building Permits -st.surcharg	250.00	229.50	250.00	120.50	250.00	0%	
589 30 00 02 Weapons Permits DOL	500.00	684.00	500.00	624.00	1,000.00	100%	
589 30 00 04 Trauma Care	1,200.00	834.99	1,200.00	1,520.25	1,200.00	0%	
589 30 00 05 ST Gen Fund 54	250.00	278.33	250.00	174.15	250.00	0%	
589 30 00 06 ST Gen Fund 40	25,000.00	11,852.52	25,250.00	14,778.81	25,000.00	-1%	
589 30 00 07 ST Gen Fund 50	11,000.00	6,668.61	11,110.00	8,477.22	11,000.00	-1%	
589 30 00 08 Judicial Info System	4,500.00	4,158.43	4,550.00	7,119.66	6,000.00	32%	
589 30 00 09 School Zone Safety	1,000.00	217.60	1,000.00	59.11	1,000.00	0%	
589 30 00 10 Trauma Brain Injuries	500.00	329.81	500.00	591.44	500.00	0%	

# BUDGET COMPARISON FUND TOTALS

City Of Connell  
MCAG #: 0286

Time: 14:31:16 Date: 10/30/2017  
Page: 44

## 633 State Remittance Fund

Account	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	2018 Appropriated	% Chg	Comment
589 30 00 14 HWY Safety Account	200.00	29.73	200.00	9.49	300.00	50%	
589 30 00 15 Death Inv Account	150.00	18.71	150.00	5.97	150.00	0%	
589 30 00 31 Auto Theft	2,000.00	1,676.31	2,000.00	3,041.57	2,500.00	25%	
589 30 01 00 Weapons/fingerprints WA State	450.00	423.25	450.00	252.00	450.00	0%	
589 30 01 02 Crime Lab Analysis	1,000.00	1.45	1,000.00	0.00	1,000.00	0%	
589 30 02 00 County/crime Victim Compensin	650.00	462.15	650.00	509.00	650.00	0%	
589 30 09 00 ST Patrol HWY Account	300.00	169.27	300.00	34.51	300.00	0%	
<b>586 Agency Type Disbursements</b>	<b>48,950.00</b>	<b>28,034.66</b>	<b>49,360.00</b>	<b>37,317.68</b>	<b>51,550.00</b>	<b>4%</b>	
508 80 06 33 Ending Balance	8,500.00	0.00	8,590.00	0.00	6,000.00	-30%	
999 Ending Balance	8,500.00	0.00	8,590.00	0.00	6,000.00	-30%	
<b>TOTAL EXPENDITURES:</b>	<b>57,450.00</b>	<b>28,034.66</b>	<b>57,950.00</b>	<b>37,367.68</b>	<b>57,550.00</b>	<b>-1%</b>	

### FUND GAIN/LOSS:

0.00      6,012.86      0.00      8,538.68



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**MEMORANDUM**

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**DATE:** NOVEMBER 6, 2017  
**TO:** MAYOR & COUNCIL  
**FROM:** MARIA PEÑA, CITY ADMINISTRATOR  
**RE:** PERSONNEL POLICY UPDATE

---

A while back I had met with the City's insurance risk carrier Clear Risk Solutions (CIAW). They had a few items they wanted to see incorporated into the City's Personnel Policy. Those changes have been included as well as a few other changes.

The attached policy shows the changes proposed. I will walk through the policy at the Council meeting.

---

**City of Connell, Washington**

# **PERSONNEL**

# **POLICY**

Adopted December 2, 2009, City of Connell Resolution No. 2009-13.  
Amended December 20, 2010, City of Connell Resolution No. 2010-10.  
Amended November 4, 2011, City of Connell Resolution No. 2011-14.  
Amended August 1, 2012, City of Connell Resolution No. 2012-10  
Amended June 2, 2014, City of Connell Resolution No. 2014-06  
Amended October 6, 2014, City of Connell Resolution No. 2014-14

## PERSONNEL POLICIES ~ RECEIPT OF PERSONNEL POLICIES

All employees should read the following; then sign, date and return the form to City Clerk. The form will be placed in the employee's personnel file. Enclosed are the City of Connell's personnel policies. It is your responsibility to read these policies, as they will acquaint you with your employee benefits, our personnel practices and rules, and some organizational philosophy.

It is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the City and its employees. These policies are general guidelines and do not constitute promises of specific treatment. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship at any time, with or without cause and with or without notice.

These personnel policies may contain provisions that differ from the provisions of current collective bargaining agreements. Where those differences occur, the language of the collective bargaining agreement will take precedence for those employees covered by the agreement.

As the City grows and changes, personnel policies may change. The City, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor and Council, with or without notice. You will receive a copy of any new or revised policies.

If you have any questions about these policies or any other policies of the City, please feel free to ask your supervisor, department head, or the Mayor.

I have read and understand the statement above.

Employee Signature \_\_\_\_\_

Employee Printed Name \_\_\_\_\_

Date \_\_\_\_\_

City of Connell, Washington

For

**PERSONNEL POLICY**

For

INDEX

SECTION	TITLE	PAGE NO.
0.0-	PURPOSE AND SCOPE	
	0.1 Introduction	6
	0.2 Scope of Policies	6
	0.3 Policy Implementation	6
1.0	GENERAL PROVISIONS	
	1.1 Non-Discrimination	<del>76</del>
	1.2 Savings Clause	<del>76</del>
	1.3 Amendments to Rules	7
	1.4 Equal Employment Opportunity Policy	7
	1.5 Disability Discrimination Prohibited	7
	1.6 Anti-Harassment Policy	7
	1.7 Sexual Harassment Prohibited	<del>87</del>
	1.8 Employment References	8
	1.9 Child and Vulnerable Adult Safety Policy	8
2.0	EMPLOYMENT	
	2.1 Types of Employment	<del>89</del>
	2.2 Age Requirement	<del>910</del>
	2.3 Residence Requirement	<del>910</del>
	2.4 Employment of Relatives (Nepotism)	<del>910</del>
	2.5 Notification of Vacancies	<del>1011</del>
	2.6 Posting of Vacancies	<del>1011</del>
	2.7 Recruitment	<del>1011</del>
	2.8 Acceptance of Applications	<del>1011</del>
	2.9 Interview	11
	2.10 Examinations	<del>112</del>
	2.11 Basis for Hiring	<del>112</del>
	2.12 Appointment	<del>112</del>
	2.13 Civil Service	<del>1212</del>
	2.14 Layoff	<del>1213</del>
	2.15 Resignation	<del>1213</del>
3.0	EMPLOYEE ACTIVITIES	
	3.1 Pecuniary Interest	<del>1213</del>
	3.2 Outside Employment	13
	3.3 Hours of Work	<del>1314</del>

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	3.4	Breaks	<del>13</del> <u>14</u>	
	3.5	Use of City Equipment	14	
Copy Equipment	3.6	Telecommunication, <u>And Technology Resources Policy</u>	<del>14</del> <u>15</u>	Postage, and <span style="border: 1px solid black; padding: 2px;">For</span>
	3.7	Political Activities	<del>14</del> <u>16</u>	
	3.8	Attire	<del>15</del> <u>16</u>	<span style="border: 1px solid black; padding: 2px;">For</span> + N
<b>SECTION</b>		<b>TITLE</b>	<b>PAGE NO.</b>	<span style="border: 1px solid black; padding: 2px;">For</span>

	3.9	Emergency Call-Back Duty	<del>15</del> <u>16</u>
	3.10	Use of Credit Cards for Purchases	<del>15</del> <u>17</u>
	3.11	Smoking Policy	<del>16</del> <u>18</u>

4.0

**EMPLOYEE BENEFITS**

	4.1	Employee Training Policy	<del>17</del> <u>18</u>	<span style="border: 1px solid black; padding: 2px;">For</span>
	4.2	Overtime	<del>18</del> <u>19</u>	
	4.3	Pay Days	<del>20</del> <u>22</u>	
	4.4	Compensation	<del>20</del> <u>22</u>	
	4.5	Salary Classification and Grades	<del>20</del> <u>22</u>	
	4.6	Employee Pay Rates	<del>20</del> <u>22</u>	
	4.7	Temporary Assumption of a Higher Classification	<del>20</del> <u>22</u>	
	4.8	Pay on Termination	<del>21</del> <u>23</u>	
	4.9	Pay Records	<del>21</del> <u>23</u>	
	4.10	Holidays	<del>21</del> <u>23</u>	
	4.11	Annual Leave	<del>22</del> <u>24</u>	
	4.12	Vacation Requests and Scheduling	<del>22</del> <u>25</u>	
	4.13	Sick Leave	<del>23</del> <u>25</u>	
	4.14	Shared Leave Program	<del>24</del> <u>26</u>	
	4.15	Call Back	<del>24</del> <u>27</u>	
	4.16	On Call Time (Police Officers)	<del>25</del> <u>27</u>	
	4.17	Stand By (Public Works Crew Only)	<del>25</del> <u>27</u>	
	4.18	Workers Compensation	<del>25</del> <u>27</u>	
	4.19	Funeral Leave	<del>25</del> <u>28</u>	
	4.20	Health Insurance	<del>26</del> <u>28</u>	
	4.21	Maternity/Paternity Leave	<del>26</del> <u>29</u>	
	4.22	Family <u>and Medical</u> Leave	<del>27</del> <u>29</u>	
	4.23	Military Leave	<del>27</del> <u>29</u>	
	4.24	Leave for <u>Spouse</u> Spouses of Military Personnel	<del>27</del> <u>30</u>	
	4.25	Jury Duty/Witness Appearance	<del>28</del> <u>30</u>	
	4.26	Voting	<del>28</del> <u>30</u>	
	4.27	Social Security	<del>28</del> <u>30</u>	
	4.28	Retirement System	<del>28</del> <u>30</u>	
	4.29	Promotions	<del>28</del> <u>31</u>	
	4.30	<u>Un Paid Religious Holiday Leave</u>	<del>29</del> <u>Respecting</u>	
<u>Holidays of Faith and Conscience</u>			<u>31</u>	

4.31	Bi-Lingual Pay	<del>30</del> <u>32</u>
4.32	Employee Recognition	<del>30</del> <u>32</u>

5.0	<del>PERFORMANCE EVALUATIONS</del>	
5.1	Definition and Purpose	<del>30</del> <u>32</u>
5.2	Procedures for Evaluation	<del>30</del> <u>33</u>
5.3	Consultation with Employees	<del>31</del> <u>33</u>
5.4	Department Head/Managerial Staff	<del>31</del> <u>34</u>

Forr  
+ 1

**SECTION TITLE PAGE NO.**

6.0	<del>DISCIPLINARY ACTION</del>	
6.1	Purpose of Disciplinary Action	<del>31</del> <u>34</u>
6.2	Types of Actions	<del>31</del> <u>34</u>
6.3	Basis of Disciplinary Decision	<del>32</del> <u>35</u>
6.4	Pre-Determination Hearing	<del>32</del> <u>35</u>

Forr

**SECTION TITLE PAGE NO.**

6.5	Documentation of Disciplinary Actions	<del>32</del> <u>35</u>
6.6	Termination of Temporary Employment	<del>32</del> <u>35</u>
6.7	Dismissal	<del>32</del> <u>35</u>
6.8	Disability	<del>33</del> <u>36</u>

~~7.0 EMPLOYEE GRIEVANCES~~

Forr

7.1	Reporting Improper Government Action	<del>33</del> <u>36</u>
7.2	Defend Trade Secrets Act	<del>33</del> <u>38</u>

Forr  
1.81

8.0 DISCRIMINATION COMPLAINTS

8.1	Definition and Purpose	<del>35</del> <u>38</u>
8.2	Filing of a Complaint of Discrimination	<del>36</del> <u>39</u>
8.3	Complaints Against Review Officials	<del>36</del> <u>39</u>

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~~9.0 PERSONNEL RECORDS~~

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9.1	Definitions	<del>37</del> <u>40</u>
9.2	Official Records	<del>37</del> <u>40</u>
9.3	Maintenance of Security	<del>37</del> <u>40</u>
9.4	Access to Records	<del>37</del> <u>40</u>
9.5	Release of Information	<del>38</del> <u>41</u>
9.6	Amendment of Records	<del>38</del> <u>41</u>
9.7	Disposal of Records	<del>38</del> <u>38</u>

10.0 DRUG POLICY

10.1	Prohibited Substances	<del>39</del> <u>42</u>
10.2	Policy	<del>39</del> <u>42</u>
10.3	Procedures	<del>39</del> <u>42</u>
10.4	Drug-Free Workplace	<del>40</del> <u>43</u>
10.5	Substance Abuse Policy for Operator of	<del>41</del> <u>43</u>

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Attachment A

City and State Enforcement Agencies for Reporting of Improper  
Governmental Action

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# ~~POLICY~~

## City of Connell, Washington PERSONNEL POLICY

### PURPOSE AND SCOPE

#### 0.1 INTRODUCTION

These personnel policies serve as a general guide to the City's current employment practices and procedures. As such, we hope they will help you better understand how the City operates and what is expected of you as an employee. These policies also describe what the City provides you in terms of compensation, benefits and other support.

It is our belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. We encourage you to read these policies. If you have any questions, please ask your supervisor or department director. As you have ideas or suggestions for improvement, please discuss the same with your supervisor or department director.

Policies of the City shall not create any enforceable right, contract, employment agreement or expectation on the part of any person to continued employment. Any deviation from a City Policy shall not in itself render any City action invalid, void or avoidable, nor shall such

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deviation constitute evidence of negligence. The City may deviate from policy when to do so serve the public interest or would avoid hardship as the City may determine. The City reserves the right to amend these policies at any time, with or without notice.

## **0.2 SCOPE OF POLICIES**

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, or state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.

## **0.3 POLICY IMPLEMENTATION**

The Mayor or the City Administrator is responsible for the implementation of these policies and procedures. This includes posting the policy on the City bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers and department heads are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

# **1. GENERAL PROVISIONS**

## **1.1 NON-DISCRIMINATION**

The City of Connell will fully comply with the spirit and the letter of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act of 1967 (as amended), the Equal Pay Act of 1963 (as amended), and other applicable legislation and court rulings pertaining to prohibition of discrimination concerning race, color, religion, sex, national origin, sexual orientation, age or disability in all aspects of employment with the City.

## **1.2 SAVINGS CLAUSE**

The provisions of these rules are declared to be severable (to stand alone), and if any rule, section, sentence, clause, phrase, or word contained in these rules shall for any reason be held to be invalid, or unconstitutional, such decision shall not affect the validity of the remaining rules, sections, sentences, clauses, phrases and words of these rules and regulations, but they shall remain in effect; it being the intent that these rules and regulations shall stand notwithstanding the invalidity of any part.

## **1.3 AMENDMENTS TO RULES**

If it becomes evident that a change in these rules and regulations, in part or in whole, is necessary for the proper administration of the City's personnel program, the employee(s) or official(s) shall present in writing the proposed amendment(s) to the Mayor, who shall present them to the City Council for approval or rejection. Changes in these rules and regulations shall require the approval of the majority of the City Council. In the event that any changes are made in these rules and regulations under the above procedure, employees shall receive written notification of these changes prior to the time in which the changes become effective, such that

employees shall understand the nature and the consequences of the changes.

#### **1.4 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, political ideology, ~~or disability~~ disability, or any other classification protected by Federal, State, or local law.

#### **1.5 DISABILITY DISCRIMINATION PROHIBITED**

The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential function of the job. The City will reasonably accommodate qualified individuals with disabilities.

#### **1.6 ANTI-HARASSMENT POLICY**

It is the City's policy to foster and maintain a work environment that is free from discrimination, harassment, and intimidation. Toward this end, the City will not tolerate harassment of any kind by officials, supervisors, or employees toward co-workers or members of the public. All City employees are expected to show respect for each other and the public at all times, despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include, but are not limited to, slurs or demeaning comments, inappropriate jokes, nonverbal conduct, such as staring, glaring, and hand gestures, showing, emailing, or hanging inappropriate photos or illustrations, and hazing, whether done to employees or members of the public relating to race, ethnic background, gender, religion, age, or disability.

**See Discrimination Complaint Procedure, Policy 8.2 for guidance on what to do if you experience harassment.**

For  
For  
For

#### **1.7 SEXUAL HARASSMENT PROHIBITED**

Sexual harassment is unacceptable conduct which takes various forms and is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. Sexual harassment is any unwelcome sexual conduct that is or becomes a term or condition of employment. Unwelcome sexual conduct constitutes sexual harassment when submission to such conduct is made, whether explicitly or implicitly, a term or condition of an individual's employment, pay, promotion, or job assignment. Sexual harassment may also occur when submission to or rejection by an employee of such unwelcome sexual conduct is used as the basis for employment decisions affecting the employee. In addition, sexual harassment may constitute any unwelcome sexual conduct that unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, such that the same becomes a term or condition of employment. Department heads and supervisors are expected to take all steps that are necessary to prevent sexual harassment. Department heads are responsible for clearly and regularly communicating to subordinates the City's strong policy of disapproval of any form of

sexual harassment. All employees are expected to conduct themselves in a manner that would preclude harassment of any nature.

Employees engaging in improper harassment are subject to discipline, up to and including termination. See Discrimination Complaint procedure, Section 8.2 of this policy, for guidance on what to do if you experience sexual harassment.

### **1.8 EMPLOYMENT REFERENCES**

Only the City Administrator or department head will provide employment references on current or former City employees. Other employees shall refer requests for references to the appropriate department director or the City Administrator. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.

### **1.9 CHILD AND VULNERABLE ADULT SAFETY POLICY**

The City of Connell is dedicated to providing a safe environment for all children and vulnerable adults who participate in, or interact with, its workplace(s).

All City of Connell employees and volunteers understand that minors and vulnerable adults are vulnerable to abuse from adults and other children, and that all City employees and volunteers must make a concerted effort to create and maintain safe environments.

The City considers any person who meets the requirements of being a minor under state or local law is considered a minor under this policy. A vulnerable adult is any person who lacks the absolute most basic human life skills by reason of not having learned them through the formative years of childhood, adolescence and young adulthood.

Child/vulnerable adult abuse includes physical, emotional and sexual abuse and/or neglect of such minor/vulnerable adult.

Child/vulnerable adult sexual abuse can include unwanted and unnecessary touching or fondling of minors/vulnerable adults; voyeurism; exposing minors/vulnerable adults to sexual acts or pornography; requests for or offers of sex, solicitation of sex; sexual exploitation; lewdness or exposing private body parts; taking nude photographs without proper consent or for illegal purposes; and other sexual acts such as intercourse, penetration, rape, incest and sodomy with a minor or a vulnerable adult.

Both child/vulnerable adult abuse and child/vulnerable adult sexual abuse are serious crimes.

#### **Relationships with Minors Prohibited**

Employees are prohibited from having any type of sexual relationship with a minor/vulnerable adult even if his or her parent(s) provide their express consent.

Employees, volunteers and other workplace participants who are discovered to have committed or are reasonably suspected of committing child/vulnerable adult abuse will be reported to the proper legal authorities and subject to termination.

#### **Proper Interaction with Minors or Vulnerable Adults**

The City of Connell requires that all employees, volunteers and workplace participants interact with minors/vulnerable adults in a safe and proper manner including:

- Limiting the times they are alone with minors/vulnerable adults without other safe adults being present, accessible or in view;
- Never being with a minor/vulnerable adult in a concealed area including a locked room or a place where other adults cannot see or hear an adult's interaction with the individual;

### Reporting Suspected Child or Vulnerable Adult Abuse

If you have a reasonable suspicion that abuse is occurring or that a child/vulnerable adult is in danger, you must immediately report the abuse to the Department of Human Services and as soon as possible to the City Administrator.

## 2. EMPLOYMENT

### **2.1 TYPES OF EMPLOYMENT**

The following types of employment may be made to the city service:

**Regular Full-Time Employee** -- An employee who has been employed to work on a full-time (40 hours per week) and continuing basis and who has successfully served his or her initial probationary period with the City. All employees at the City of Connell can be terminated at-will, with or without notice, unless they are subject to a collective bargaining agreement or civil service rule that states otherwise.

**Introductory Employee** --An employee who has been employed to work on a full-time (40 hours per week) and continuing basis and who is working towards, but has not completed, his or her introductory period in the position to which he or she has been employed. An Introductory Employee's period shall last a minimum of six (6) complete months of actual service from the date of employment. All employees at the City of Connell can be terminated at-will, with or without notice, unless they are subject to a collective bargaining agreement or civil service rule that states otherwise.

**Regular Part-time Employee** -- An employee who has been employed to work less than full-time (40 hours per week), but on a regular and continuing basis. All employees at the City of Connell can be terminated at-will, with or without notice, unless they are subject to a collective bargaining agreement or civil service rule that states otherwise.

**Temporary Full-Time Employee** --An employee who is employed to work full-time (40 hours per week) on a temporary basis in order to provide manpower to fulfill a seasonal need, to undertake a special project or projects, to fill a position of an employee on leave of absence, to prevent stoppage of public business or serious inconvenience to the public, etc. All temporary personnel shall be considered Introductory Employees during the full period of their employment. Temporary employees are not eligible for City benefits.

**Temporary Part-Time Employee** -- An employee who is employed to work part-time on a temporary basis in order to provide manpower to fulfill a seasonal need, to undertake a specific project, or provide additional staffing for a seasonal operation or activity conducted by the City. All temporary, part-time staff shall be considered Introductory Employees during the full period of their employment. Temporary, Part-Time employees are not eligible for City benefits.

## **2.2 AGE REQUIREMENT**

All employees must be eighteen (18) years of age or older on the date they are employed to a position in the city service, unless the position is a summer temporary position for which new hires must at least be sixteen (16) years of age or older. Commissioned police officers must meet the requirements as established in the city's Civil Service Rules and Regulations must present a valid driver's license. Driving records of applicants will be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

## **2.3 RESIDENCE REQUIREMENT**

Employees need not reside within the City of Connell during their period of employment with the City. However, it is encouraged that an employee live within a fifteen (15) mile radius of the City (unless further restricted by departmental policy), so that they are able to report to work when reasonably necessary in a timely fashion according to the work schedule as set forth by the department head.

## **2.4 EMPLOYMENT OF RELATIVES (NEPOTISM)**

The immediate family of current city employees, the Mayor and City Council members will not be employed by the City where:

- 1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- 2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- 3) One party would be responsible for auditing the work of the other; or
- 4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

**Change in Circumstances:** If two employees marry, become related or enter into a marital like relationship, and in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the City, unless reasonable accommodations, as determined by the Mayor or City Administrator, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the City reserves the right to terminate one or both employees.

## **2.5 NOTIFICATION OF VACANCIES**

In the event of the need to hire for a position, the head of the department in which the employment is to be made shall notify the City Administrator in writing regarding the position to which the employment is to be made, the number of the positions open, and the reason(s) such employment is necessitated. All requisitions for personnel must be approved by the City Administrator prior to beginning the employment process. The position may then be posted and/or advertised only after the City Administrator and the Mayor have approved the request.

## **2.6 POSTING OF VACANCIES**

Notices for vacancies in positions requiring an appointment to be made shall be posted on the city hall bulletin board and may be posted on the City's web site. Such vacancy announcements shall be posted for the duration of the period within which a position remains open to applicants.

## **2.7 RECRUITMENT**

In the event of a vacant position, the City reserves the right to fill the position from within the organization by direct appointment, recruit for the position through an application process limited to current City employees, or conduct a recruitment through an application process open to the public, where appropriate.

When recruitment is open to the public, individuals shall be recruited from a geographic area as wide as necessary to assure obtaining well qualified persons for the position. Recruitment may include the following, but does not have to include all of the following in every instance:

- 1) Placement of advertisements in local and area newspapers, technical and professional journals, etc.;
- 2) Notification of local and area state employment service offices; and/or
- 3) Notification of local and area vocational-technical schools, colleges, and other training/educational agencies.

## **2.8 ACCEPTANCE OF APPLICATIONS**

All vacant positions advertised for or with the City, with the exception of Civil Service positions, shall have formal opening/closing dates, the period to be part of all formal notices and based on such factors as volume of applications typically received for the position, time factors, etc. In the event that either an insufficient number of applications are received or none of the applications received are deemed qualified for the position, the position may be re-opened for an additional period. All applications received for a position during the open period shall be considered for the position. No application for an advertised position will be considered if it is received subsequent to the date on which the position closes.

## **2.9 INTERVIEW**

Applications that have been accepted for a position will be screened and a group of finalists selected. Finalists may be required to have an interview with the Mayor or the City Administrator, oral board, or a staff member as directed by the City Administrator. However, if one finalist is interviewed, all finalists will be interviewed. The purpose of such interview is to explain the nature of the position for which the applicant has applied and to aid in determining the qualifications of the applicant to fill the position, based on a review of the employment application and the questioning of the applicant. The City reserves the right to conduct criminal and professional background checks on all finalists offered positions of employment with the City as a condition of employment and in accordance with applicable law.

## **2.10 EXAMINATIONS**

Where applicable, all applicants for a position may be required to take an examination in reference to the position applied for. All examinations shall be of such a nature that they will

fairly test the relative capacity and fitness of the persons examined to successfully perform the duties of the position to which they seek employment.

Examinations for entrance into City employment, for transfer, or for promotion may include (but are not necessarily limited to) the following as considered appropriate to the position to be filled:

- 1) **Written Test-** This shall be a written examination designed to show the familiarity of an applicant with the knowledge needed in the position to which he or she seeks employment, and the range of general information possessed by the applicant (where applicable).
- 2) **Performance Test-** This shall include such test of performance as will determine the skill of an applicant in successfully performing the work involved in the position to which the applicant seeks employment.
- 3) **Aptitude Test-** Such tests shall be designed to determine general adaptability or to ascertain special traits and aptitudes of an applicant.
- 4) **Unassembled Test-** A review of credentials and references. All examinations shall be monitored by the appropriate department.

## **2.11 BASIS FOR HIRING**

The City will hire on the basis of ability, merit, qualifications, and competence without regard to race, color, religion, sex, marital status, disability, national origin, pregnancy, age, sexual orientation or political philosophy. (Also see Chapter 1 of this policy.)

## **2.12 APPOINTMENT**

Once a decision has been made on an individual to be appointed to the vacant position, the appropriate department head shall recommend the individual to the City Administrator for approval. In cases of vacant department head positions, with the exception of the Clerk-Treasurer and the City's auditing officer, the City Administrator shall appoint with the confirming approval of the Mayor. The City Clerk-Treasurer shall be directly appointed by the Mayor. The City Council has the authority to appoint the auditing officer. With the exception of the auditing officer, no person shall be provided employment with the City without the approval of the Mayor.

For

## **2.13 CIVIL SERVICE**

In cases where these rules and regulations conflict with the City of Connell's Police Civil Service Rules and Regulations, the latter rules shall control. However, in cases where the City's Civil Service Rules and Regulations are silent to an issue, these personnel rules and regulations shall control.

## **2.14 LAYOFF**

The Mayor may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place that change the staffing needs of the City. In determining who is to be laid off, consideration will be given to an individual's performance and ability to meet the qualifications required for the remaining jobs, unless the position is subject to a collective bargaining agreement or civil service rule which states otherwise.

## 2.15 RESIGNATION

An employee should provide a minimum of four (4) weeks notice of resignation for department heads and a minimum of two (2) weeks notice of resignation for all other employees. This time limit may be waived by the employee's supervisor with the approval of the City Administrator or the Mayor. The City has the right to decline to pay vacation leave if the minimum of a two (2) week notice is not given by any employee.

## 3. EMPLOYEE ACTIVITIES

### 3.1 PECUNIARY INTEREST

No City officer shall benefit directly or indirectly by a contract that was made by that officer, under the supervision of that officer, or for the benefit of his/her office. An officer shall not accept compensation, gratuity, or a reward in connection with the acceptance of any contract from any person that would benefit from such contract.

The only exceptions are set forth in RCW 42.23 and include the following: (1) the furnishing of electrical, water or other utilities by a municipality engaged in the business of providing these services; (2) the designation of public depositories for municipal funds; (3) the publication of legal notices required by law to be published by a municipality; (4) the letting of any contract with the officer or the officer's business that is for a total amount not exceeding one thousand five hundred dollars in a calendar month, (this exception does not apply to a sale or lease by the municipality as the seller or lessor or a contract for legal services, except for reimbursement of expenditures) and the City must maintain a list of all contracts that are awarded that meet this criteria and make the list available to the public for copying and inspection.

An officer may not vote in the authorization, approval, or ratification of a contract wherein he/she will be benefited even though one of the above exceptions applies. The interest of the officer must be disclosed to the governing body of the City and noted in the official minutes before entering into the contract.

### 3.2 OUTSIDE EMPLOYMENT

An employee may engage in additional employment outside his or her official hours of duty provided the employee notifies the employee's department head in writing and provided the proposed employment is not incompatible with the employee's job function. If at any time, the department head feels that the outside employment is interfering with the employee's job performance with the City, the department head may request that the employee give up the other employment. If the request is not complied with, the department head may take disciplinary action as he or she deems appropriate to the situation, up to and including termination.

### 3.3 HOURS OF WORK

The City has established work periods for purposes of the Federal Fair Labor Standards Act ("FLSA") and Washington wage and hour law, and has established uniform hours of work for employees.

**Work Period.** The work period for City employees is a seven (7) day period beginning on Monday at 12:01 a.m. and continuing to Sunday at 12:00 a.m. (midnight). However, the City

retains the right to schedule employees outside these hours and days to meet Department and City needs.

**Limitation on Work Period.** This policy does not apply to executive, professional, administrative, and any other employees who are exempt from the FLSA and comparable state law provisions. The City Clerk/Treasurer maintains the list of City positions exempt from overtime under the FLSA and state law.

**Working Hours.** The normal daily working hours for full-time employees, except those assigned to the Public Works Department and the Police Department, are eight (8) hours, from 8:00 a.m. to 5:00 p.m., with an unpaid one hour lunch period. Public Works employees' normal daily working hours are eight (8) hours, from 7:00 a.m. to 4:00 p.m. with an unpaid one hour lunch period. Police Department employees' working hours are established by the Chief of Police in accordance with the current collective bargaining agreement. The City retains the right to schedule employees outside these hours and days to meet Department and City needs.

All city employees shall be obligated for performance of their services at any off-duty time upon emergency call from heads of departments or the City Administrator and shall be compensated as provided in the salary section of these rules and regulations.

### **3.4 BREAKS**

Rest and lunch breaks shall be administered by the department heads, unless further regulated by department rules, and will be established according to the necessities of the department's work activities. In no case shall rest or lunch breaks be scheduled in such a manner as to disrupt a department's activities. Rest breaks shall not exceed two (2) per day of fifteen (15) minutes in length. Lunch breaks shall not exceed one per day of one hour in length. A department shall observe a one hour minimum lunch break at no pay unless that department is not required to have official business hours as directed by the City Council. For those departments without official business hours, no less than one-half hour at no pay will be taken for lunch break. Nonexempt employees shall receive a rest period of fifteen minutes every four hours. Employees lunch period can be one hour in length but should commence no less than two hours or more than five hours after the employee starts their shift.

### **3.5 USE OF CITY EQUIPMENT**

City owned equipment and vehicles are to be used for City business or projects only. If an employee is required by the nature of his or her position with the City to be available on a regular basis for emergency call-back duty during hours other than those he or she usually works, the department head may assign the employee a City vehicle for the purposes of transporting the employee to and from work. During non-duty hours, an assigned vehicle shall be used solely for that transportation purpose. The Mayor or City Administrator may cancel the assignment of City vehicles for non-duty transportation at their discretion. The use of City-paid postage for personal correspondence is not permitted.

### **3.6 TELECOMMUNICATION, ~~POSTAGE,~~ AND ~~COPY~~—EQUIPMENT TECHNOLOGY RESOURCES POLICY**

~~Mobile Telephones. Mobile telephone devices are provided by the City to designated employees and departments to support City services. Mobile telephones may be used when a~~

~~lower-cost alternative is unsafe or not reasonably available.~~

This policy is designed to establish acceptable and appropriate use of computer and information systems, networks, and other information technology resources at the City of Connell. The purpose of these policies is to safeguard and protect all technology resources from anything other than authorized and intended use. They apply to the access of the City's network and use of computing technology resources at any location, from any device, via wired or wireless connection. They apply to all users of City technology resources regardless of employment status.

1. The City provides network, communications systems, equipment and devices (technology resources) to carry out legitimate City Business. By using the City's technology resources, an employee consents to disclosing the contents of any data files, information and communications created on, stored on, transmitted, received or exchanged via its network, communications systems, equipment or devices. There is no right to privacy in the use of City technology resources. By using the City's technology resources an employee consents to monitoring, recording, and reviewing the use of that technology resource. Users who are granted access to critical data are responsible for its protection.
2. The City owns all data, files, information, and communications crated on, stored on, transmitted, received or exchanged via its network, communications systems, equipment and devices (including e-mail, voicemail, text messages and internet usage logs even is such communications resides with a third party provider. Any data stored on City systems including but not limited to email, word documents, and photos may be subject to public disclosure requests.
3. Technology resources may be used for incidental personal needs as long as such use does not result in or subject the City to additional cost or liability, interfere with business, productivity or performance, pose additional risk to security, reliability or privacy, cause or tend to cause damage to the City's reputation or credibility, or conflict with the intent or requirements of any City policy or work rule. Incidental personal usage should generally conform to limits typically associated with personal phone calls. Mobile telephone devices must be in hands-free mode while operating a moving vehicle. Cellular transmissions can be overheard by others, and discretion is to be used when discussing confidential information. ~~Employees are~~ Technology resources may not be used to facilitate operation of a personal business.
4. Users are expected to act lawfully, ethically and professionally, and to exercise common sense. Actions that are embarrassing to explain to the public, City Council, or media should be avoided. Except for City business related purposes, visiting or otherwise accessing the following types of sites is prohibited:
  - "adult or sexually-oriented web sites
  - Sites associated with hate crimes or violence
  - Personal dating sites
  - Gambling sites
  - Sites that would create discomfort to a reasonable person in the workplace
5. The City provides staff access to and support of the Exchange/Outlook messaging (e-

mail) system. Non-City email accounts (like AOL, MSN, Yahoo!, Gmail, Hotmail, etc.) may not be used to conduct City business unless approved in advance by the Mayor. Likewise, a non-City email account may not be linked to a City email account. All City officials and all City employees are issued City email accounts. Email content must be consistent with the same standards as expected in any other form of written (or verbal) communication occurring in a business setting where documents are subject to public disclosure. Users must manage their e-mail in accordance with records retention policies and procedures as defined and identified by the City Clerk's Office. Users should be attentive to emails that have unusual or questionable subject lines to mitigate spam, phishing and script born viruses that come into the network through email attachments or by clicking on links that lead to hostile web site. If you suspect phishing or script born viruses in email attachments immediately contact the City's designated IT provider and inform your supervisor.

6. This document does not attempt to address every possible situation that may arise. Employees are responsible for taking reasonable precautions to prevent unauthorized use and theft of City equipment. Use of technology in violation of this policy is subject to disciplinary action up to and including termination.

~~**Personal Use Allowed.** Employees may make personal use of the following types of equipment if the cost of the use is less than the cost to the City in accounting and processing reimbursements for the use, and the use does not interfere with the performance of official duties:~~

- ~~1. Employees may use mobile telephones for personal use if they do so on their own time, and if it does not increase the cost to the City. Employees should have no expectation technology in violation of privacy in the use of the mobile telephone device, and any voice, email, or text messages, call history, or any other information stored on the device may be subject to disclosure under the Washington Open Public Records Act.~~
- ~~2. Employees sending personal faxes or making personal copies do so on their own time; i.e. during breaks or after business hours. Employees using the machines for City business always have priority access to the equipment.~~

~~**7. Personal Use Prohibited.** The use of City paid postage for personal correspondence this policy is not permitted subject to disciplinary action up to and including termination.~~

### **3.7 POLITICAL ACTIVITIES**

All political activities are regulated by RCW 42.17.130. City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. Any City Employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City Time, for a contribution for a partisan political cause. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

### **3.8 ATTIRE**

The designation as to what constitutes acceptable attire for an employee shall be made by the employee's department head, and shall be based on what is reasonably appropriate to the work environment and the job responsibilities of the employee. However, in no instance shall an employee be allowed to be attired in a manner which unreasonably disrupts city operations or presents a safety hazard to either the employee or his or her co-workers. Public Works employees are required to wear uniforms provided by the City.

### **3.9 EMERGENCY CALL BACK DUTY**

In the event of a natural disaster or other emergency where the presence of an employee is deemed necessary during hours other than his or her normal hours of duty, the mayor, city administrator, department head, or chief of police may, through the chain of command, require an employee to report to duty upon a request of the above-named individuals. Failure to report promptly under an emergency situation shall constitute insubordination and can be considered grounds for the dismissal of the employee. Payment for any overtime worked on such emergency call-back duty shall be rendered under the policy as stipulated in the salary plan section of these personnel rules and regulations.

### **3.10 USE OF CREDIT CARDS FOR PURCHASES**

1. The City of Connell provides a credit card for use by city employees for official government purchases, acquisitions and authorized travel. The purchasing card is to be used when a purchase order cannot be used and an open charge account is not available.
2. The City shall acquire a charge card or cards for issuance to certain officials and employees selected by the Mayor for government purchases. Said cards shall be utilized only for purchases in accordance with the provisions of this resolution.
3. The Mayor and such other officials or employees of the City selected by the Mayor shall be authorized to utilize said cards, and cards will be distributed to the Mayor and such other officials and employees as are selected by the Mayor. A record of each card issued shall be maintained by the City, which shall include the name of the custodian of the card, the number and kind of credit card, the date it was issued to the official or employee, the credit card number, together with the official or employee's written acknowledgment of the receipt of a copy of these rules and the card.
4. Each card shall only be utilized by the individual to whom it is issued and only for the purchase of services, supplies, or items for the City and for no other purpose. In no event shall the holder of the card utilize said card for any expense of a personal nature, or for purchases of materials or services from a member of the custodian's immediate family.
- 5.—No later than three (3) days after the use of said card for a purchase, or within three days following the employee's return from official City travel, the cardholder shall submit to the City office a copy of the receipt together with any supporting documentation showing the purchase, its date, and item or service purchased. To the extent that the

documentation furnished by the vendor is not sufficient to clearly indicate the price, and item or service purchased, the cardholder will submit with the charge invoice a statement describing the purchase. Any charges against the charge card not properly identified by the charge invoice and associated information submitted therewith, or not allowed following the review of the charge by the City, shall be paid by the official or employee

6.5. by check, United States currency or salary reduction. In the event that any charge, or portion thereof, is not repaid or accounted for in the time and manner specified above, it shall bear interest at the rate of ten (10) per cent per annum from the date the charge is paid by the City to the credit card provider.

7.6. At least once a month after the monthly statement of charges is submitted to the City by the credit card provider, the Clerk/Treasurer or authorized designee shall reconcile the receipts provided by the users, and the monthly statement of charges provided by the credit card provider.

8.7. To protect the City against any losses from advancements, the City shall have a prior lien against and a right to withhold any and all funds payable to or to become due by the City to such official or employee to whom such charge has been made. No charges will be made at any time when the employee or official is delinquent in accounting for or repaying a prior unauthorized charge and the City shall confiscate any such individual's card until such time as the employee or official has paid any and all such charges.

9.8. Cash advances on the credit card are prohibited.

10.9. Each credit card issued by the City shall have a credit limit of \$2,000.00.

11.10. Any individual who violates this resolution or related policies shall have his or her credit card confiscated by the City and shall no longer be entitled to use or possess a City credit card.

### 3.11 SMOKING POLICY

The City of Connell complies with all applicable federal, state, and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well being of its employees.

(+) The City Of Connell recognizes that use of tobacco in the workplace can adversely affect employees.

(2)(1) Smoking is defined to include the use of tobacco-containing products, including cigarettes, cigars, and pipes, as well as the use of electronic cigarettes.

(3)(2) Smoking is prohibited inside all City of Connell facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy applies to employees during working time and to customers and visitors while on the City of Connell premises.

(+)(3) Smoking is only allowed in designated outside areas that are at

least 25 feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible, but may be processed through the City of Connell grievance procedure.

- |                      |  |   |     |
|----------------------|--|---|-----|
| 1. Facility          | Designated Smoking Area                                    | ← | For |
| 2. City Hall         | Dumpster in alley east of building                         |   |     |
| 3. Fire Hall         | In alley west of Fire Hall                                 |   |     |
| 4. Public Works Shop | Dumpster   |   |     |
| 5. Library           | In alley east of building by Alarm Tower                   |   |     |
| 6. Museum            | 25 feet from building entrances/exits                      |   |     |
| 7. Community Center  | 25 feet from building entrances/exits                      |   |     |
| 8. Swimming Pool     | 25 feet from building entrances/exits and fenced perimeter | ← | For |

## 4. EMPLOYEE BENEFITS

### 4.1 EMPLOYEE TRAINING POLICY

**Purpose.** The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge, and ability, as it is directly related to City employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house training, and/or workshops and seminars sponsored by other agencies or organizations.

The City of Connell recognizes the benefit of improved employee performance and organizational effectiveness of continuing education through professional training courses and seminars. To assist the employee in achieving this improved performance, the city will pay tuition for continued training as follows:

**Eligibility.** All full-time employees of the City of Connell are eligible for reimbursement of approved training tuition. The employee must have completed any introductory period(s) and/or suspensions.

**Approved Training Course.** Only courses from City recognized groups or associations, or job related technical training institutes or centers are eligible. The training course or seminar must be clearly demonstrative as beneficial to the employee's job related tasks. Employee must have the City Administrator's approval for attendance of classes during their regular work schedule. Denials may be appealed to the Mayor.

**Procedure.** The employee must submit the following at least two weeks before the first day of course work:

1. An official list of the course requirements
2. Enrollment form, tuition invoice or other identifiable forms itemizing costs of attendance at the training course or seminar; and
3. A brief written explanation of the course to be reimbursed and how the course benefits the employee's job performance.

This information shall be submitted to the department head for his/her evaluation and recommendation to the City Administrator for approval. Pre-approval of the City Administrator is required before attendance at any training seminar. The City may choose not to pay for a training program or reimburse any individual failing to get pre-approval before registering for a training program.

**Final Regulations.** The employee shall submit an expense voucher within three working days following his/her return to work following attendance at the course or seminar for reimbursement of travel expenses related to attending the course or seminar. If the employee voluntarily terminates his/her employment with the City of Connell during the time following payment of tuition, the employee may be held liable for any reimbursed tuition and that amount may be deducted from his/her final payroll check.

#### 4.2 OVERTIME

To establish policy guidelines for the recording, utilization, and auditing of overtime and compensatory time performed by employees of the City the following policy is provided.

1. **FLSA and RCW 49.46.130:** This policy shall not contravene the provisions of RCW 49.46.130 and the Federal Fair Labor Standards Act (FLSA) pertaining to the minimum rate of compensation for employment in excess of an established work period, excluding exempted positions.
2. **FLSA and WAC 296-128-560:** Under the provisions of the FLSA and WAC 296-128-560, compensatory time may be granted in lieu of overtime pay as agreed upon by the employer and the individual employee at the request of the employee, but may not be imposed by the employer in lieu of overtime pay upon any non-exempt employee who has not so requested such compensating time off.
3. **The City's responsibility** for payment of overtime and the granting of compensatory time is as follows:
  - a.) The City is not obligated by statute to grant all employee requests for compensatory time off instead of overtime pay.
  - b.) The City is required to compensate non-exempt employees for overtime at the rate of one and one-half times the regular rate of pay for hours worked in excess of the number of hours allowed per work week as designated under the Fair Labor Standards Act.
  - c.) Upon request of ~~the~~ a Non-Exempt employee, the ~~City~~ Supervisor may grant compensatory time off in lieu of overtime at ~~it~~ his/her discretion at the rate of one and one-half hours per one hour of overtime worked.
  - d.) Compensatory Maximum accruals of compensatory time off may shall be accumulated limited to a maximum of forty (40) hours to be used at a later for full time upon mutual agreement employees. After maximum accrual, overtime compensation shall be paid.

e.) Any absence for a fraction or part of a day which is chargeable to compensatory leave shall be charged in increments of not less than one quarter hour (.25).

4. **Overtime.** Overtime shall be defined as all work performed in excess of the hours permitted under the FLSA work week or as determined by existing contractual agreement. Overtime shall be paid at a rate of one and one-half times the non-exempt employee's straight time hourly rate. No exempt employee will be paid overtime. Use of annual leave, sick leave, compensatory time, funeral leave, and holidays shall not be considered as hours worked as it relates to the calculation of overtime.
5. **Compensatory Time:** Compensatory time is defined as time off granted to a non-exempt employee in compensation for hours worked in addition to the employee's regularly scheduled work day or work week. Compensatory time will be credited to the employee at one and one half hours to one hour of overtime worked. The employee may decide whether to accept Compensatory time or get paid overtime, however, accumulated Compensatory time can only be used when approved by the employee's supervisor. If the employee does not use their compensatory time, then the City will pay the employee for those hours at the time the employee's employment terminates.
6. **Employee:** In the context of this policy, the term employee refers to those employees identified by RCW 49.46.130 who are eligible for overtime compensation, and excludes exempt employees.
7. **Employer:** The term employer refers to supervisory personnel with the authority to authorize the use of overtime.
8. **Department Heads:**
  - a.) It shall be the responsibility of each department head to equitably administer the provisions of this policy within their respective departments.
  - b.) Department Heads are the authorized authority for the approval of overtime requests. It shall be the responsibility of the department head to determine whether overtime or compensatory time should be granted to the employee when compensatory time is requested in lieu of overtime.
  - c.) Department Heads shall ensure that all overtime and compensatory time earned and used is recorded on the employee's time card as it occurs.
  - d.) Department Heads will exercise extreme discretion in the utilization of overtime within their departments. Temporary adjustments in working hours or realignment of duties within the department should be considered as alternatives to the use of overtime. Overtime shall be considered necessary only in emergency situations, wherein additional effort is needed to complete a task which is critical in nature.
9. **Individual Employee:**

- a.) It is the responsibility of the individual employee to request compensatory time in lieu of overtime, if so desired. Additionally, it is the responsibility of the employee to ensure that accrued compensatory time is used as set forth by this policy.
- b.) It is also the responsibility of the individual employee to obtain pre-approval from his or her department head BEFORE working any overtime hours. Failure to obtain pre-approval before working overtime hours will result in discipline, up to and including termination.

#### **10. Payroll Officer:**

- a.) The payroll officer shall ensure that a permanent record of overtime/compensatory time accrued and used is kept on all employees based on information provided by department heads, and that the proper financial transactions are completed at the end of each pay period.
- b.) Upon termination, the payroll officer shall ensure that eligible employees are given credit for all overtime accrued and all unused compensatory time within the limitations established by this policy.
- c.) The payroll officer shall conduct a semi-annual audit of the overtime/compensatory time record of each employee through a comparison of payroll office records and individual departmental records.

#### **4.3 PAY DAYS**

**Pay Periods.** The pay days for regular employees will be established as twice a month on the 5<sup>th</sup> and 20<sup>th</sup> of each calendar month. However, if a pay day falls on the weekend or on a holiday, pay checks will be handed out on the last working day before holiday or weekend.

#### **4.4 COMPENSATION**

Compensation for all City employees shall be fixed by resolution. All employees shall be paid at the rates prescribed for the classification in which they are employed. Employees working on a part-time basis shall receive that portion of the salary assigned to their class to be determined by the actual time they work.

#### **4.5 SALARY CLASSIFICATION AND GRADES**

Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually by the City Council.

#### **4.6 EMPLOYEE PAY RATES**

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate of pay than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the Mayor may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory. (See Chapter 5, Performance Review, of this policy.)

The Mayor may propose and the City Council may grant an across-the-board pay adjustment on an annual basis, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted to a position in a higher classification and salary range shall receive the next highest available pay step in the new range.

#### **4.7 TEMPORARY ASSUMPTION OF A HIGHER CLASSIFICATION**

1. A current employee assigned to a classification with a differing rate of pay in an "acting" appointment status will be compensated at the next higher step in the new range according to policy or promotion.
2. An employee, when approached to assume a higher classification, has the right to refuse to accept the temporary higher classification without affecting the employee's relationship with the city.
3. If the employee is promoted to the higher class with regular appointment status, all policies apply from the date of promotion.

#### **4.8 PAY ON TERMINATION**

An employee who terminates employment for any reason will receive his or her final check at the end of the established pay period, unless an existing collective bargaining agreement provides otherwise.

#### **4.9 PAY RECORDS**

The payroll officer shall keep adequate records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation and sick leave and accrued overtime. Such records shall be available at all reasonable times for inspection by the employee to which the records pertain.

#### **4.10 HOLIDAYS**

Except as otherwise provided by this section, all full-time city employees shall receive credit for eight hours holiday time per year as follows:

New Year's Day, January 1;

Martin Luther King Jr.'s Birthday, the third Monday in January;

Presidents Day, the third Monday in February;

Memorial Day, the last Monday in May;

Independence Day, July 4;

Labor Day, the first Monday in September;

Veterans Day, November 11;

Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving;

Christmas Day, December 25;

Employee's Personal Holiday, ~~to be taken at Employees choice if approved by supervisor;~~

A Second Employee Holiday is granted for employees upon the start of their sixth year of service. ~~Supervisor must approve time of request.~~

Whenever any of these holidays fall on a Saturday, then the previous Friday shall be designated as the holiday. Whenever any of these holidays falls on a Sunday, the following Monday shall be designated as the holiday.

~~When required to work on an official holiday, non-exempt city employees shall receive double time of the equivalent time off with pay or be compensated at the rate of double time of the employee's regular rate of pay.~~ The Employee's Personal Holiday day is not accruable and must be used by the employee within the year earned.

For Non-Union, whenever the City's operational needs require employees to work on a holiday, insofar as practical, holiday work shall be divided equally among the eligible employees. Full-time employees who are scheduled or required to work on the day a holiday is observed, will receive eight hours regular pay at the straight time rate and will also be paid for all hours actually worked on the holiday at two times the straight time rate. In no event shall a non-exempt employee work on a holiday without prior approval from his/her supervisor or other upper level management.

Holiday provisions for represented police department personnel shall be administered in accordance with the collective bargaining agreement currently in effect.

#### 4.11 ANNUAL LEAVE

Annual leave shall be earned and accrued from the most recent day of employment under the conditions hereinafter stated. Employees shall be permitted to use annual leave in units of hours or weeks subject to approval of the department heads. Any absence for a fraction or part of a day which is chargeable to annual leave shall be charged in increments of not less than one quarter hour (.25).

Employees shall accumulate annual leave in the following manner:

Leave Category	Per Month	Per Year
0 to end of 5 <sup>th</sup> year	1 Day	12 Days (4.0 hrs per pay period)

Start of 6 <sup>th</sup> to end of 10 <sup>th</sup> year	1.25 Days	15 Days (5.0 hrs per pay period)
Start of 11 <sup>th</sup> to end of 20 <sup>th</sup> year	1.67 Days	20 Days (6.67 hrs per pay period)
Start of 21 <sup>st</sup> year and Above	2.08 Days	25 Days (8.34 hrs per pay period)

Regular part-time employees who are regularly scheduled to work more than twenty (20) hours per week shall accrue annual leave on a pro rata basis based on their percentage of full-time employment. Temporary and seasonal employees shall not receive annual leave credit, unless approved by the City Council.

Introductory employees shall be credited with annual leave, and shall be permitted to use any annual leave credit as may have been accumulated during their introductory period with the approval of their supervisor. Any leave which may be taken in excess of an employee's accrued annual leave credit will be considered leave without pay.

Employee annual leave will accrue according to the following schedule:

1 – 10 years of service	not more than 160 hours
11-15 years of service	not more than 200 hours
16 years service and greater	not more than 240 hours

Once an employee reaches the applicable accrual cap, no further hours will be permitted to accrue until the employee has used some of the accrued vacation hours. In cases where City operations have made it impractical for an employee to use annual leave, the Mayor or City Administrator may make a limited exception to the cap on accrual.

Upon involuntary termination or voluntary separation regular full-time employees shall be compensated for all accumulated unused annual leave. Employees separating voluntarily must also adhere to the minimum notice requirements set forth in Section 2.15 of these personnel policies. Introductory employees shall not be compensated for accumulated unused annual leave upon termination.

**4.12 VACATION REQUESTS AND SCHEDULING:**

The following rules shall apply to the scheduling of vacations:

1. Vacation requests and scheduling are subject to approval of the department head.
2. Vacation may be requested any time during the year provided the absence of the employee will not place an undue hardship on the department.
3. The needs of the department shall take precedence over vacation entitlement.
4. Requests for vacation or changes of vacation scheduling shall be submitted two weeks in advance when possible.
5. Vacation shall not be advanced to an employee

**4.13 SICK LEAVE**

Regular full-time employees shall earn one working day (8 hours) of sick leave for each calendar month of continuous employment. ~~Temporary, seasonal, or part-time employees shall not receive sick leave credit unless approved by the City Council. Employees do not have a vested right to sick leave.~~

Temporary, seasonal, or part-time employees: shall receive one hour of paid sick leave for every 40 hours an employee works. Sick leave can be carried over from one year to another with a limit of 40 hours from one year to the next. There is no "cash out" of sick leave for temporary, seasonal, or part-time employees. If an employee separates from work but is rehired within twelve months, any previously unused paid sick leave must be reinstated.

Following adoption of this policy, employees may not accrue more than seven hundred twenty (720) total hours of sick leave. Employees who have accrued more than seven hundred twenty (720) hours of sick leave at the time of this policy's adoption shall be permitted to retain the accrued hours, but shall not be eligible to accrue additional hours until their sick leave bank falls below seven hundred twenty (720) hours.

Sick leave may be used for the employee's own illness or injury, or as authorized by RCW 49.12 and the Washington Family Care Rules, WAC Chapter 296-130 which includes:

- (a) care of a child of the employee with a health condition that requires treatment or supervision; or
- (b) care of a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

Sick leave may also be granted when an employee is required to be absent from work for one of the following reasons:

1. Medical or dental appointments for employee or immediate family members residing within the employee's household provided that the employee makes a reasonable effort to schedule appointments at times which have the least interference with the work day;
2. Forced quarantine of the employee by a public health official;
3. To attend the birth of the employee's child;
4. Use of a prescription drug that impairs job performance or safety;
5. For any purpose further described in these Personnel Policies.

When an employee is eligible to enter retirement immediately following service at the City, the City shall compensate the employee for accrued but unused sick leave at the rate of twenty-five percent (25%) for 5-20 years service or at fifty percent (50%) for service over and above 20 years of the employee's last recorded pay rate. The employee shall be considered "entering retirement" if:

1. He or she is eligible to begin drawing retirement benefits from a pension or Social Security upon separation from the City,
2. Presents proof of that eligibility to the Clerk/Treasurer or designee, and
3. Has served a minimum of five (5) consecutive years of employment with the City.

Employees with at least five (5) consecutive years of service who leave the City's employ in

good standing without entering retirement, and have not been terminated with cause, are eligible to be compensated for accrued, but unused, sick leave at the rate of twenty-five percent (25%) of the outstanding leave balance. An employee who is terminated with cause from employment at the City shall not be compensated for accumulated unused sick leave.

When using more than three (3) consecutive days of sick leave, employees are required to submit a doctor's certificate before receiving compensation for the sick leave.

To be eligible for paid sick leave, an employee has a responsibility to notify his or her immediate supervisor one-half hour prior to the beginning of their scheduled start time of the absence and the reasons therefore. Failure to report within one hour after the beginning of the working period constitutes absence without leave and may result in disciplinary action including loss of pay or other action as provided by these rules and regulations, up to and including termination.

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one ~~halfquarter of an hour;~~ .25.

An employee who improperly claims or otherwise abuses sick leave benefits will be subject to disciplinary action including loss of pay or other action as provided for by these rules and regulations, up to and including termination. The following are examples of the abuse of sick leave which may result in disciplinary action or termination:

1. Habitual sick leave absences of one or two days at a time, amounting to the use of the majority of an employee's annual accumulated sick leave hours each year;
2. Habitual sick leave absences on the day prior to the end of the employee's work week or first day of the employee's work week;
3. Habitual absences immediately preceding or following any scheduled days off or vacation days.

#### **4.14 SHARED LEAVE PROGRAM**

The Mayor or City Administrator may authorize employees to donate their accrued vacation/sick leave to another City employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment. Immediate family consists of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, or grandchild. The following conditions apply:

1. To be eligible to donate vacation/sick leave, the employee who donates leave must have more than ten (10) days of accrued leave before donating. In no event shall a leave transfer result in the donor employee reducing his/her vacation leave balance to less than ten (10) days. Transfer of leave will be in increments of one day of leave. All donations of leave are strictly voluntary.
2. The employee receiving donated leave shall have exhausted all his/her accumulated vacation and sick leave. While an employee is using shared leave, he or she will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.

#### **4.15 CALL BACK**

When a non-exempt employee is called into work during his/her normal off-duty time by his/her supervisor without being previously scheduled, a minimum of two hours overtime pay shall be paid, and a minimum of two hours of work will be performed unless released by the supervisor, department head, Mayor or City Administrator.

#### **4.16 ON CALL TIME (POLICE OFFICERS)**

On call time provisions for represented police department personnel shall be administered in accordance with the collective bargaining agreement currently in effect.

#### **4.17 STAND BY (PUBLIC WORKS CREW ONLY)**

On Saturdays, Sundays, and holidays Public Works personnel will be assigned weekend standby duty to perform necessary Public Works services. Normal weekend standby time is from 4:00 p.m. Friday to 7:00 a.m. the following Monday. If a three-day weekend holiday is required, standby time is from 4:00 p.m. the last workday to 7:00 a.m. the first beginning workday. Standby personnel are required to be within the local area with City beeper and/or City mobile phone, and will receive \$25.00 for each day of standby duty performed. Scheduled personnel will work two (2) hours on each day of standby to perform standard maintenance duties, and, if non-exempt, will be paid their regular rate of pay unless the employee has worked at least forty (40) hours in the applicable work period, in which case the overtime rate would apply. If emergency response to a problem is necessary and the employee is called back outside the scheduled hours for conducting standard maintenance duties, then the overtime rate for a minimum of two hours is applicable for non-exempt employees. All other call back provisions defined in Section 4.15 will apply.

#### **4.18 WORKERS COMPENSATION**

All employees, except L.E.O.F.F. I employees of the city hired prior to October 1, 1977, are covered by State Worker's Compensation, a program of industrial insurance to protect workers, their families and dependents from loss due to an industrial accident or illness. The program provides for payment of medical bills, physical and vocational rehabilitation, financial compensation while the worker is disabled, either temporarily or permanently and is unable to work. It also provides for lump sum payments for particularly serious injuries such as the loss of a finger, eye, foot, etc. and assures death benefits and compensation to the worker's family or dependents in the event the injury is fatal. Full-time L.E.O.F.F. I employees are provided such coverage under the L.E.O.F.F. I system as defined by RCW Chapter 41.26.

Any employee involved in an industrial injury or an occupational illness as defined by the Washington State Worker's Compensation law, must report the incident to his/her immediate supervisor or department head within 24 hours or as soon thereafter as possible. The affected employee shall also file an application for Worker's Compensation benefits in accordance with applicable laws, rules, or regulations.

~~Employees do not continue to accrue leave benefits while on leave due to an on-the-job injury or illness.~~

#### **4.19 FUNERAL LEAVE**

Regular full-time employees will be granted paid funeral leave for members of their immediate

family. Immediate family consists of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, or grandchild. Such leave shall not exceed four working days per calendar year. The employee will notify the department head prior to taking funeral leave. Employees may use accumulated sick leave and/or vacation hours to extend funeral leave as needed subject to the approval of the department head and in accordance with these personnel policies.

#### **4.20 HEALTH INSURANCE**

Each full-time employee and their dependents are eligible for group health and term life coverage as determined by the insurance carrier. This plan covers certain hospital, doctor and medical charges for the employee and for qualified dependents. The benefits also include a term life insurance policy for the employee.

The health insurance options may change from year to year depending on changes in premiums and other changes in the health care industry.

Employees are encouraged to thoroughly study the health insurance program. The health insurance provider is always available to answer questions. It is of utmost importance that each employee becomes quickly familiar with the benefits and requirements of their health program. The program, for example, may require that the Employee provide advance notification to his or her doctor or insurance carrier of non-emergency admissions to the hospital. It is the employee's responsibility to follow all the procedures that may be required by his or her health program. Failure to follow the prescribed procedures may result in the loss or deduction of the Employee's health benefits.

This coverage begins no later than the first billing cycle following the first day after thirty (30) days employment; and coverage ceases upon the first of the month following the date of termination of employment, unless extension of benefits are elected and paid for by the separated employee.

Health benefits are only offered to regular full-time and introductory employees as determined by the insurance carrier. The city will pay full vision and dental insurance premiums on regular full-time and introductory employees. ~~As of January 1, 2010, the~~ The City will pay ~~all of the~~ entire health insurance premium for employees not represented by a collective bargaining unit, and 80% of the health insurance premium for the employee's spouse and/or dependents. The City's payment of employee health insurance premiums is subject to annual adjustment.

Health insurance benefits for represented police department personnel shall be administered in accordance with the collective bargaining agreement currently in effect.

#### **4.21 MATERNITY/ PATERNITY LEAVE**

1. Maternity. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are, for all job related purposes, to be considered temporary disabilities. Accrued sick leave must be used for child-bearing or related circumstances (i.e., miscarriage, abortion or recovery there from). If the period of

disability extends beyond the employee's accrued sick leave, then the employee must utilize and exhaust annual leave before leave without pay will be granted for the period of the disability caused by the pregnancy as determined by the employee's physician.

The employee will be authorized up to eight (8) weeks of leave upon the birth or placement of a child for adoption or foster care with the employee exhausting sick leave, and then annual leave before taking any portion of the authorized absence as unpaid leave. An additional four (4) weeks of leave may be authorized upon approval of the department head and the City Administrator. The conditions of the entire leave of absence shall be agreed upon by the employee and the city. The employee shall notify the city two weeks, if possible, before the anticipated date of departure.

Female employees cannot be denied the opportunity to work during the entire period of pregnancy. They may continue working if a physician concurs with the employee's ability to work, and the responsibilities of the job are satisfied. Proof of the physician's concurrence shall be submitted when requested by the city. Upon return from maternity leave, an employee shall return to her same job or a similar job with at least the same pay. All provisions shall apply equally to married and unmarried women.

2. **Paternity.** Male employees shall be granted paternity leave in accordance with the applicable provisions outlined in Section A above.

#### **4.22 FAMILY AND MEDICAL LEAVE**

City employees are entitled to family leave under both federal and state law. The City will grant family leave as required by law.

#### **4.23 MILITARY LEAVE**

Every employee who is a member of the Washington National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with state and federal law. Employees who take military leave will have whatever rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable law.

**Paid Leave of 21 Days Per Year.** Under Washington law, a public employee is entitled to a paid military leave of absence for a period not to exceed 21 working days during each year beginning October 1st and ending the following September 30th. According to guidance from the Attorney General's office, a day is calculated according to the number of days the employee would have worked, but for the military leave. Military leave beyond the 21 days of paid time off will be unpaid, provided that employees may elect to use accrued vacation, compensatory time or other available paid time off during the period of military leave.

Employees should notify their supervisor as soon as they receive notice of the need to report for military duty, and provide the supervisor with a copy of the military orders.

City employees who are members of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of an organized reserve or armed forces of the United States are entitled to military leave as provided under both federal and state law. The City will grant military leave as required by law.

#### **4.24 LEAVE FOR SPOUSES OF MILITARY PERSONNEL**

During a period of military conflict declared by the President or Congress, an employee who is the spouse of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse is on leave from deployment, or before and up to deployment. (This reason for leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide EMPLOYER with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

#### **4.25 JURY DUTY/WITNESS APPEARANCE**

A regular status employee summoned for jury duty is granted leave for such duty with the city payment of normal city wage. The employee's department manager is to be immediately notified of summons upon receipt of duty. Both exempt and non-exempt personnel qualify for jury duty pay wage at regular salary. ~~Any jury fee or other money paid to the employee for service as a juror, except travel expenses, shall be remitted to the City.~~ The employee is required to return to work each day if released from jury duty prior to one hour before the end of normal working hours.

#### **4.26 VOTING**

When an employee's work schedule is such that he/she cannot vote prior or subsequent to the normally scheduled working hours, he/she shall be allowed a reasonable period of time off to go and vote. A reasonable time is up to two hours pursuant to RCW 2.36.165.

#### **4.27 SOCIAL SECURITY**

The city extends the benefits of Title II of the Federal Social Security Act, in conformity with the applicable provisions, to all city employees.

#### **4.28 RETIREMENT SYSTEM**

The city extends the Washington State Department of Retirement Systems (DRS) to all employees eligible for the program. Employees may also choose to participate in the ICMA Retirement Corporation deferred compensation program. No matching contributions will be made by the City to any deferred compensation programs available to employees, however, employees are highly encouraged to review and participate in programs that supplement retirement income.

#### **4.29 PROMOTIONS**

A promotion is an appointment to a position in a salary classification range which has a higher maximum salary rate than the employee's present classification range. Generally, an employee receiving a promotion will be placed in the step of the new range that corresponds to a salary

increase of at least ten percent (10%), but not greater than thirteen percent (13%), from the employee's existing base salary prior to the date of the promotion. However, an employee moving to a higher range will generally not be placed in a numbered step higher than the numbered step he/she holds prior to the date of the promotion. (e.g. John/Jane Smith being promoted to Range 13/Step 3 from Range 12/Step 2 would not generally be authorized even though the salary increase would be less than 10%).

Exceptions. A salary increase greater than the amount described in this section is authorized if:

1. The first step of the new range is greater than the amount described in this section; or
2. The employee's experience, training or proven capability warrant; or
3. Regional labor market conditions require a higher salary rate to retain qualified employees for the position.

All employee promotions shall be authorized by the City Administrator and approved by the Mayor.

#### ~~4.30 Respecting Holidays of Faith and Conscience~~

#### ~~UNPAID RESPECTING HOLIDAYS FOR REASONS OF FAITH OR AND CONSCIENCE~~

For  
For  
For

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor and to be confirmed by the city administrator.

Employees who request an unpaid holiday under this section shall take a full day off, not a partial one. If an employee desires to be paid for that day, he or she should make application for vacation pursuant to the rules associated with that type of leave.

If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" has the meaning contained in the rule established by the Office of Financial Management.

An employee shall submit a written request, upon a city leave request form, for an unpaid holiday provided for by this section to the employee's supervisor a minimum of two weeks prior to the requested day. The written leave request shall include: employee's name, the day or days off requested, a description of the reason for the unpaid holiday sufficient for the city to determine if the request is appropriate, and if the request is untimely, the reason therefore.

Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee's supervisor. The employee's supervisor in consultation with the city administrator shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a

qualified substitute, and consideration of the meaning of “undue hardship” developed by rule of the Office of Financial Management.

Reasons for denial of leave requested shall include:

1. It was not submitted two weeks in advance without valid excuse.
2. The reason for the unpaid holiday leave is not appropriate under the law.
3. The employee has already exhausted his or her allotment of days off under the law.
4. The employee is in a public safety position and granting the unpaid holiday leave would result in shifts falling below necessary staffing levels.
5. The granting of the request would cause an undue hardship as defined by the Office of Financial Management.

The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next. The two days unpaid holiday leave is on a calendar year basis, and is not cumulative.

This policy applies to part time and temporary employees as well as full time employees.

#### **SECTION 4.31-Bi-Lingual Pay BI-LINGUAL PAY**

In addition to the base rates of pay adopted by City of Connell Resolution, all full-time, non-bargaining unit personnel who are regularly called upon as a part of their routine duties to speak, read, or write in Spanish, or to interpret or translate between English and Spanish, shall be compensated an additional \$50.00 per month added to base pay, subject to the employee passing an appropriate testing process to determine bilingual status

#### **4.32 EMPLOYEE RECOGNITION (Non Union Employees)**

The City of Connell’s administration and City Council encourage the recognition of employees who achieve longevity milestones in their careers with the City. In addition to the base rate of pay, a regular employee who has completed 10 years of service with the City shall be compensated \$50.00 service pay per month. A regular employee who has completed 15 years of service with the City shall be compensated an additional \$50.00 (for a total of \$100.00) in service pay per month. Union Employees refer to collective bargaining agreement.

Furthermore, employees will receive a recognition item with the City of Connell logo for the following years of completed service:

- A. Five years of completed service is recognized by an item of \$25
  - B. Ten years of completed service is recognized by an item of \$50
  - C. Fifteen years of completed service is recognized by an item of \$75
  - D. Twenty years of completed service is recognized by an item of \$100
  - E. Twenty five years of completed service is recognized by an item of \$125
  - F. Thirty years of completed service is recognized by an item of \$150
- Union Employees refer to collective bargaining agreement.

### **5. — PERFORMANCE REVIEW**

#### **5.1 DEFINITION AND PURPOSE**

Performance review is a method by which the performance of employees is evaluated on a formal and regular basis. Such reviews are conducted to maintain and improve the quality of

service rendered by the organization. More specifically, performance review is a method of maintaining or improving the performance of individual employees through a structured, interactive discussion. It encourages the formulation of performance standards such that both the departmental supervisors and the employee may agree upon a quality of work which constitutes acceptable performance. It serves as a positive force in the development of employee morale through encouraging closer departmental supervisor-employee contact. It serves as a major factor in making promotion, transfer, salary step increase, demotion, suspension, and dismissal decisions. It can serve as an indicator of training, organizational, and supervisory deficiencies in a department. Finally, it improves the quality of supervision by fostering the objective appraisal of employee performance. However, no employee has the right to a performance review and the failure by the City to conduct performance reviews cannot be the basis of any claim against the City by an employee whose performance was reviewed or by an employee whose performance was not reviewed. Performance reviews shall be conducted at the discretion of the City and the fact that performance reviews are conducted does not provide employees with any right to a probationary period or a period of time in which to improve performance prior to termination. All employees at the City remain at-will employees who can be terminated with or without cause, with or without notice, and regardless of work performance, unless a collective bargaining agreement or civil service rule states otherwise.

## **5.2 PROCEDURES FOR EVALUATIONS**

Performance reviews shall be conducted on all City employees at least once each year, on the employee's anniversary date, and must be completed within thirty (30) days of the employee's anniversary date, unless circumstances do not allow for this, in which case, the performance review should be done as soon as possible thereafter. No employee review shall be conducted on persons employed in a position for fewer than ninety (90) calendar days. Performance reviews shall be in writing and completed on appropriate employee evaluation forms.

The review of an employee shall be conducted by the employee's first line supervisor. However, the evaluation shall be reviewed through the departmental chain of command up to and including the City Administrator before the evaluation is presented to the employee. Completed and evaluated performance reviews are to be forwarded by the department head to the City Administrator in a manner that protects the confidentiality of the evaluations.

The Mayor, City Administrator or department head may choose to hold special evaluations of an employee at any point during the year.

## **5.3 CONSULTATION WITH EMPLOYEES**

The written performance review of an employee shall be discussed with the employee by the supervisor within thirty (30) days after it is completed. As part of this discussion, the employee shall be informed by the supervisor as to the process of and rationale for conducting performance reviews; the actual ratings given in the respective areas rated; the reasons for the ratings; and, unless the City chooses not to allow the employee to continue employment, the ways in which the employee may address and correct areas of deficiency. In the event that, upon review of an evaluation by the City Administrator, actual ratings are changed, the City Administrator shall meet with the department head and the employee to discuss changes made to the review, if deemed necessary.

## **5.4 DEPARTMENT HEAD/MANAGERIAL STAFF**

With respect to department heads and members of the City Administrator's staff performance reviews will be conducted by the City Administrator on the employee's anniversary date of each year and completed no later than thirty (30) days following the employee's anniversary date, unless circumstances do not allow for this, in which case the performance review should be done as soon as possible thereafter. The written reviews performed by the City Administrator shall be discussed with department heads and administrative staff.

## **6. — DISCIPLINARY ACTION**

### **6.1 PURPOSE OF DISCIPLINARY ACTION**

Whenever an employee's performance, work habits, conduct, or attitude falls below a desirable level, the department head shall promptly institute disciplinary action with respect to the employee. This provision is not intended to alter the "at-will" status of any employee.

### **6.2 TYPES OF ACTIONS**

Disciplinary action may include any of the following;

1. **Oral Warning** An employee may be given a face-to-face verbal warning by the department head regarding the specific nature of the employee's undesirable performance, work habits, conduct, or attitude, and accompanied by a verbal statement of actions that must be taken by the employee to address the problem area(s). Such oral warnings shall be documented by the department head, but shall not be placed in the employee's official personnel file unless they later serve as a basis for subsequent disciplinary action.
2. **Written Reprimand** An employee may be given a written statement by a department head, formally reprimanding the employee; detailing the specific nature of the employee's undesirable performance, work habits, conduct, or attitude; and the specific actions that must be taken by the employee to remedy the problem area(s). The department head shall present the written reprimand form to the employee and allow him or her to examine it; shall have the employee sign the reprimand form; shall allow the employee to formally (in writing) respond to the reprimand; and shall forward the reprimand and accompanying response by the employee to the City Administrator for inclusion in the employee's personnel file. The reprimand stands even if the employee refuses to sign it.
3. **Suspension** An employee may be suspended without pay upon the recommendation of the department head, with the approval of the City Administrator after consultation with the Mayor. The department head shall prepare and forward to the City Administrator a written statement outlining the reasons for suspension. The department head shall allow the employee the opportunity to examine the statement and is to request that the employee sign such report signifying that he or she understands the nature of the suspension action and the reason(s) therefore. The suspension shall stand even if the employee refuses to sign it. If the city administrator approves the suspension, a written notification will be forwarded to the employee. It is the Mayor's right to determine whether suspension is with or without pay.

### **6.3 BASIS OF DISCIPLINARY DECISION**

The determination by a department head as to the severity of the disciplinary action to be taken in any given case (oral warning, written reprimand, suspension or disciplinary probation) shall be in his or her discretion, and may depend on the seriousness of the incident as well as the whole pattern of the employee's past performance and conduct. Nothing in these policies requires the department head or the City to impose progressive discipline and nothing in these policies prevents the City from terminating an employee on his or her first offense unless the employee is subject to a collective bargaining agreement or civil service rule.

#### **6.4 PRE-DETERMINATION HEARING**

When there is sufficient cause to believe that disciplinary action might be justified and necessary, and provided that such disciplinary action, if taken, might involve suspension without pay, demotion, or dismissal for cause (as opposed to a dismissal without cause), it shall be the policy of the City of Connell to hold a Pre-Determination Hearing in accordance with applicable law prior to taking the aforementioned disciplinary action.

#### **6.5 DOCUMENTATION OF DISCIPLINARY ACTIONS**

It shall be the responsibility of the department head to fully document all disciplinary actions taken. Copies of such documents shall be retained as a permanent record in the employee's personnel file.

#### **6.6 TERMINATION OF TEMPORARY EMPLOYMENT**

Employees who have been employed on a temporary or seasonal basis shall be terminated when the job for which they were hired is completed. Applicants for temporary or seasonal employment shall be informed prior to their employment of the temporary nature of the position, and shall, whenever possible, be given the estimated duration of such position. The Mayor may terminate temporary employees when the situation warrants such action.

#### **6.7 DISMISSAL**

Employees of the City are at-will and can be terminated with or without cause and with or without notice at any time. The following are examples of acts that constitute misconduct and are grounds for the dismissal of an employee from the employment of the City of Connell for cause:

- (1) Violations of work rules, regulations and amendments thereto;
- (2) Neglect of duty;
- (3) Insubordination;
- (4) Conviction of a crime;
- (5) Gross misconduct;
- (6) Unauthorized use of material or equipment;
- (7) Abuse of sick leave;
- (8) Falsification of reports, records or other documentation;
- (9) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
- (10) Recklessness;
- (11) Habitual tardiness or absenteeism
- (12) Negligent and/or willful damage to Employer property;
- (13) Theft;
- (14) Failure to report to work at the end of an approved leave of absence period or

using a leave of absence for reasons other than those for which it was originally granted;

- (15) Failure to report to work after cancellation of leave of absence;
- (16) Failure to maintain a valid Washington drivers license with proper endorsement for job requirement, or any other license or certificate in a position with the city in which a valid license or certificate are requirements of the position;
- (17) Poor performance.
- (18) Poor attitude, disrespect of supervisors, coworkers, or members of the public, uncontrolled anger or hostility towards others, including co-workers, supervisors, and members of the public.

## 6.8 DISABILITY

An employee may be separated from service with the city when he or she can no longer perform the required duties of the position due to physical or mental impairments that cannot be reasonably accommodated. Action may be initiated by the employee, the employee's legal representative or the City. However in all cases, such action must be supported by medical evidence acceptable to the Mayor and the City Council

## 7. EMPLOYEE GRIEVANCES

### 7.1 REPORTING IMPROPER GOVERNMENT ACTION GENERAL POLICY:

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy is created to encourage employees to disclose any improper governmental action taken by city officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

#### Key Definitions:

**Improper Governmental Action:** Any action by a City officer or employee that is:

- 1) Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
- 2) in violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
- 3) Improper governmental action or hostile actions of another employee towards a local government employee that was encouraged by a supervisor, senior manager, or official, but not including personnel actions (hiring, firing, complaints, promotions, reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

**Action:** Any material course of conduct that adversely changes the terms and conditions of an employee's employment.

**Emergency:** A circumstance that if not immediately changed may cause damage to persons or property.

**Procedure for Reporting Improper Government Action:** City employees who become aware of improper governmental action should follow this procedure:

1. Bring the matter to the attention of his/her department head, if not involved in the action, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
- 1.5 If the employee believes that the City Administrator or designee is involved in the alleged misconduct, the Mayor should be immediately notified. Alleged misconduct by the Mayor should be reported to the appropriate government agency.
2. Where the employee believes the improper action involves the department head, the employee may raise the issue directly with the City Administrator.
3. The Mayor or the City Administrator or their designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation shall be kept confidential.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper government action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to recur. Employees may contact the Franklin County Prosecuting Attorney directly prior to going through the internal reporting procedure described in this policy.

A list of City and State enforcement agencies for reporting improper governmental action is included in Attachment A of these personnel policies.

**Protection Against Retaliation:** It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should follow this procedure:

**Procedure for Seeking Relief against Retaliation;**

1. Employees must provide a written charge to the department head within thirty (30) days of the occurrence of the alleged retaliatory action. If the department head is involved, the notice should go to the City Administrator or the Mayor. The written charge shall specify the alleged retaliatory action and the relief requested.
2. The Department head, Mayor or the City Administrator, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
3. After receiving the City's response, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing shall be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the Mayor or the City Administrator for response.
4. Within five (5) working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearing's for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ shall issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted or unless circumstances prevent the ALJ from issuing his/her decision within this time frame, in which case, the ALJ shall issue his/her final decision by the end of the extension or as soon as possible, as the case may be.

## **7.2 DEFEND TRADE SECRETS ACT:**

The Defend Trade Secrets Act provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

## **8. DISCRIMINATION COMPLAINTS**

### **8.1 DEFINITION AND PURPOSE**

The City of Connell does not discriminate in admission of or access to, or treatment or employment in, any of its programs, services and activities. Discrimination for the purposes of these provisions shall be defined as any violation of applicable local, state and/or federal laws which prohibit discrimination on the basis of race, color, religion, gender, national origin, age or

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disability in any aspect of the City's operations. The use of the procedures contained herein are designed to provide a means for the review and disposition of cases presented by individuals (members of protected minority groups and/or employees) against the City or City under the provisions of applicable local, state or federal legislation. These procedures are established to ensure the prompt review, impartial consideration, and equitable disposition of cases presented by any individual, as outlined herein. The person filing a complaint will be free from restraint, coercion, discrimination, or reprisal growing out of the filing of such a complaint.

## **8.2 FILING OF A COMPLAINT OF DISCRIMINATION**

Should any person (being a member of a protected minority group and/or an employee) deem it necessary and appropriate to file a complaint of discrimination, based upon race, color, religion, gender, national origin, age or disability; against any employee (or group of employees) of the City staff (or any activities of the City in conjunction with programs and /or services of the City); he or she shall present to the City Administrator, a written statement (using the form as provided by the City Administrator) requesting an investigation into the complaint. A formal investigation of a complaint of discrimination may be initiated without a written statement, but an effort will be made to have the complainant provide the City Administrator with a signed, sworn and notarized statement. Before an investigation begins, the accused employee(s) will be notified, in writing, with respect to the nature of the complaint; in cases of complaints against activities, services or programs of the City, the appropriate department head(s) or members of the administrative staff shall be notified in writing.

Upon receipt of the complaining individual's statement, the City Administrator (or designee) shall make a prompt and full investigation of each complaint.

Upon request for review by the complaining individual, or upon determination by the City Administrator that probable cause exists for the allegations made in the complaint, the city administrator shall schedule a hearing within ten (10) days of the date of such determination or request for review, before the Mayor and City Council of the City. Upon scheduling the hearing, the City Administrator shall provide all concerned parties with a written notice as to the date, time, and place of the hearing, the manner in which it is to be conducted, and the issue(s) to be decided.

The Mayor and City Council shall consider all evidence presented to it as a result of the City Administrator's investigation as well as evidence submitted at the time of the hearing and shall present their decision in writing within five (5) working days of the hearing's conclusion.

The decision shall include a synopsis of the facts, a statement of the decision and reasons therefore, and the remedies, if any, to be applied in the case. A copy of the decision and/or subsequent actions will be forwarded to the City Administrator to serve as the basis for action if recommended by the Mayor and City Council. Should the complaining individual be satisfied with the decision of the Mayor and City Council (and subsequent actions/remedies, if any), the matter shall be considered settled at this point and no further action will be taken, other than that specified in the decision of the review by Mayor and City Council.

## **8.3 COMPLAINTS AGAINST REVIEW OFFICIALS**

Should any individual (being a member of a protected minority group or an employee) deem it

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necessary and appropriate to file a complaint of discrimination against any one (or group) of the reviewing officials outlined within this procedure; he or she may formally request a hearing (on the required form) before the City Council by filing such request with the City Clerk in person. Such statement must be signed, sworn and notarized before a hearing will be scheduled. Under these conditions, the decision of the City Council shall be considered as final in the matter and shall be considered as satisfying the City's obligations regarding the consideration of a complaint of discrimination in admission or access to, or treatment or employment in, any of the City's programs, services and/or activities. There shall be no formal right of appeal via the City of Connell from such a decision. However, such a decision shall in no way limit any individual's rights for protection under the provisions of applicable local state or federal legislation.

## **9. —PERSONNEL RECORDS**

### **9.1 DEFINITIONS**

Personnel Records shall be defined as any record covering a present (or previous) employee which is maintained by the city, as used in the personnel management/policy-setting process, including any information which has or could have any influence on any personnel action concerning the individual.

### **9.2 OFFICIAL RECORDS**

There shall be only one official set of personnel records for all employees, such set to be maintained in city hall. Department heads and supervisors may maintain unofficial personnel files on employees and these files may contain duplication of official copies of reports, forms, etc., in the official file. However, all official documentation will be maintained in the central personnel files located in city hall.

### **9.3 MAINTENANCE OF SECURITY**

To insure the security and confidentiality of official personnel records, and to prevent the unauthorized use, modification, disclosure, or destruction of these records, all official personnel files will be maintained under the direction of the City Administrator. These files will be stored in filing cabinets or other filing facilities which shall be locked at all times when not in use or under the supervision of that designee of the City Administrator whose responsibility is to oversee the security of the records.

Departmental files will be maintained under the authority of the department head, with all appropriate actions taken to properly secure the

### **9.4 ACCESS TO RECORDS**

Access to personnel files of employees (whether official or departmental) shall be strictly limited to the following persons:

1. Employees whose official duties require access to the information (such employees and officials to include the Mayor, City Administrator, and specified designees of the City Administrator.)
2. The supervisor(s) of the employee.
3. The employee--subject of the records.

An employee may examine his or her personnel records (whether official or departmental) on request during all regular hours of business. Should the employee-subject wish a copy of specific records in his/her file for personal use, they will be made available within a reasonable period from date of request. In no event shall original documents in the official file be released to the employee. Review of all official documents in the central file by an employee shall be made in the presence of the designee of the City Administrator assigned to maintenance of the central file. Upon request of an employee to review his/her central personnel file, identification by the employee may be required as deemed necessary by the designee maintaining the files. The employee will be notified by his/her supervisor of items of a disciplinary nature being placed in the employee's personnel file.

#### **9.5 RELEASE OF INFORMATION**

Information contained in an employee's personnel records shall be released to an outside individual or agency only by the Mayor, City Administrator or specified designee(s). Information will be made available to outside agencies or individuals only with the written, signed authorization of the employee when the requesting agency/individual has submitted a written request formally asking for specified information and stating the reason(s) for the request.

Information may be released to outside agencies/individuals without the written authorization of employees in the below-stated instances:

1. A written request when such information consists of no more than confirming employment (whether present or past) and dates of that employment;
2. On written request, when the City has received satisfactory assurance that the information released shall be used for only statistical research. In such cases, the information shall be released in a form such that the individual(s) cannot be identified;
3. On written request, to another agency or to an instrumentality of any governmental jurisdiction for a civil or criminal law enforcement activity if the activity is authorized by law;
4. Pursuant to a written order of a court of competent jurisdiction;
5. Pursuant to a written subpoena for the information issued in connection with a judicial or administrative proceeding; and
6. In accordance with statutes regulating release of public records.

#### **9.6 AMENDMENT OF RECORDS**

The employee can ask the employer to review the files for irrelevant or incorrect information and if such information is found, the employer must remove it. In case of disagreement, the employee is permitted to file a rebuttal or corrective statement in the personnel record. Former employees also have this right up to two years after discharge. This is in accordance with Washington statutes.

### ~~9.7 — DISPOSAL OF RECORDS~~

~~Upon the termination of an employee, his/her official personnel records shall be kept for a period of two (2) years from the date of termination in an active file in the City Hall location where other official personnel files are maintained. After the two year period has elapsed, the records shall be stored in an inactive capacity.~~

## 10. DRUG POLICY

### 10.1 PROHIBITED SUBSTANCES

Drugs shall be defined as those substances whose dissemination is regulated by law including, but not limited to, narcotics, depressants, stimulants, hallucinogens, cannabis and alcohol. This definition shall include over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist in their use. The drugs that are controlled substances as defined in **RCW 69.50.010**, a prescription drug for which the employee does have or does not have a current, valid, personal prescription, and which is not authorized or approved for use while operating a motor vehicle or other equipment, and any over-the-counter drug which may impair job performance and safety.

### 10.2 POLICY

The presence of trace amounts of alcohol and/or over-the-counter drugs as evidenced by a drug or alcohol test, shall not be grounds for disciplinary action to the extent that job performance and/or the ability to perform safely is not lessened to any appreciable degree; except where the presence of such substance is a violation of an agreed upon treatment and/or return to work agreement.

### 10.3 PROCEDURES

1. In the event there is reasonable cause to believe that an employee's job performance may be impaired by drugs or alcohol, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document the behavior in a written memorandum. Indications of impaired behavior include, but are not limited to, the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment or unusual or abnormal behavior.
2. When possible, a second managerial employee shall also observe the employee to verify that there is reasonable cause to believe that drug or alcohol consumption may be involved. A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform their duties effectively and safely. The employee shall be relieved of his/her duties and placed on a suspension with pay status until a clear determination can be made as to the abuse or non-abuse of drugs or alcohol.
3. If it is concluded that there is reasonable cause to believe that drug or alcohol consumption is involved, the supervisor shall have a drug or alcohol test administered. The employee must give his consent to the drug or alcohol test, in writing, before testing can be conducted. Failure to execute a written consent to the test, or failure of the employee to take the test, when requested, may result in immediate disciplinary action including dismissal. The city may also have the employee undergo a physical

examination at city's expense at the time that the drug or alcohol test is administered. The test(s) must be conducted within a reasonable time period after the observation of the problem.

4. If the test is negative, the employee shall be counseled by the physician and returned to work, if appropriate to the medical diagnosis; there shall be no loss of pay or benefits. Where appropriate, a signed physician's release may be required by the City before the employee is returned to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse, but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.
5. If the test is positive, the employee may be disciplined up to and including termination depending upon the circumstances of the situation. Circumstances that would warrant an immediate termination would include incidents where the employee's impairment resulted in serious risk of loss of life or serious injury to self or others, the serious loss of damage of property, or where the employee's ability to perform his or her work is seriously jeopardized. No supervisor shall have the authority to terminate, all recommendations for termination must be forwarded to the City Administrator.
6. In cases where the employee is not terminated, the employee may be placed in unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment program shall then be arranged. Where appropriate, the employee shall be referred to a treatment program. Once the inpatient part of the program has been completed, the employee may be re-employed, but only with written release from a physician. Where it is prescribed by a physician and/or a treatment program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure, who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement, may be terminated.
7. The City shall utilize both urine and blood test for verification. The "enzyme-immunoassay" (EMIT) and "GS chromatography-mass spectrophotometer" (GS-MS) test method shall be used. The City shall pay for the costs of all tests and medical examinations carried out under this procedure. The City shall maintain confidentiality of these test results to the extent possible.
8. When appropriate, the City and the employee shall enter into joint agreements that establish the form of treatment and the conditions that will be imposed for the return of the employee to the work place.

#### **10.4 DRUG-FREE WORKPLACE**

Based on the federal Drug-Free Workplace Act, the manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees is strictly prohibited. Employees also must notify the City within five (5) days of any conviction for a drug violation. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

## **10.5 SUBSTANCE ABUSE POLICY FOR OPERATORS OF COMMERCIAL MOTOR VEHICLES**

City employees who hold commercial driver's licenses ("CDLs") and who operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by the federal government. These regulations require urine drug testing and alcohol breath testing in the following circumstances:

1. pre-employment;
2. reasonable suspicion;
3. post-accident;
4. return to duty testing; and
5. random testing.

CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. CDL holders should consult the City's CDL policy for the additional details concerning these rules.

## **10.6 POLICY ON SUBSTANCE ABUSE**

1. The City shall discipline or terminate any regular employee and/or department member possessing, consuming, controlling, selling or using alcohol, drugs or other controlled substances during work hours. The City may also discipline or terminate an employee and/or member who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the opinion of the Department Head, the Mayor, or the City Administrator impairs the employee's or member's work performance, poses a threat to the public confidence, or is a safety risk to the employee or others. The City is committed to supporting any employee and/or members who undergo treatment and rehabilitation for alcohol or other chemical dependency.
2. Any employees or members who voluntarily report an alcohol, drug or controlled substance dependency problem will not be subject to retaliation or discrimination.
3. Any regular full-time employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. The City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances.
4. All employees and/or members may be required to submit to alcohol, drug or controlled substance testing when the employee's or member's work performance causes a reasonable suspicion that the employee or member is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol-, drug- or controlled substance-free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action up to and including termination.

5. Employees and members using any prescription or over the counter drugs which might impair their work performance should notify their department head or duty officer. At the option of the department head or duty officer, an employee or member may be reassigned to less hazardous duty or sent back to their station. Regular full-time employees may be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

**ATTACHMENT "A"**

For

**CITY AND STATE ENFORCEMENT AGENCIES FOR REPORTING OF  
IMPROPER GOVERNMENTAL ACTION**

Franklin County Prosecuting Attorney  
1016 N. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor, Rooms 328 and 317  
Pasco, WA 99301  
(509) 545-3543

Washington State Attorney General  
Kennewick Office  
8127 W. Klamath Ct., Bldg 6, Suite A  
Kennewick, WA 99336  
(509) 734-7285

Washington State Auditor  
P.O. Box 40021  
Olympia, WA 98504-0370  
Information – (360) 902-0370  
Toll-free Number – (866) 902-3900



City of Connell

EASTERN  
WASHINGTON'S  
HARVESTLAND

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**MEMORANDUM**

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**DATE:** NOVEMBER 6, 2017  
**TO:** MAYOR & COUNCIL  
**FROM:** MARIA PEÑA, CITY ADMINISTRATOR  
**RE:** TASK ORDER – NORDHEIM ROAD PROJECT

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Attached please find the Task Order from Anderson Perry to perform design engineering services for the Nordheim Road project not to exceed \$25,000.

Public Works Director Turner will provide further details on the project.

**Recommendation:** Council move to approve the Task Order for the 2017 FEMA Street Repair Project.

**AGENDA #10**

**TASK ORDER**  
**2017 FEMA Street Repair Project**  
**Design Engineering Services**

This Task Order shall be attached to and become a permanent part of the Agreement for Engineering Services entered into by and between the City of Connell (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) on December 5, 2016.

**Scope of Work**

The work under this Task Order consists of providing design engineering services to the CITY for the Nordheim Road project identified as a Federal Emergency Management Agency (FEMA) eligible repair. The scope of services is in accordance with the attached Exhibit A.

**Compensation**

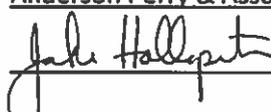
The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis not-to-exceed \$25,000 without approval from the CITY, pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by December 31, 2018.

This Task Order is executed on the date shown below.

CITY: City of Connell

ENGINEER: Anderson Perry & Associates, Inc.

By: \_\_\_\_\_

By: 

Name: Bruce Blackwell

Name: Jake Hollopeter, P.E.

Title: Mayor

Title: Vice President

Date: \_\_\_\_\_

Date: 10-31-17

**EXHIBIT A**  
**2017 FEMA STREET REPAIR PROJECT**  
**DESIGN ENGINEERING SERVICES**

**SCOPE OF WORK**

**GENERAL**

The work generally consists of the design and preparation of construction plans and specifications for the repair of approximately 3,000 linear feet of Nordheim Road between Garfield Road and Airport Lane that was damaged during the winter of 2017 and is eligible for repair under a grant from the Federal Emergency Management Agency (FEMA). Assistance with FEMA required documentation is also included.

The design will be completed in accordance with applicable American Association of State Highway and Transportation Officials (AASHTO), City of Connell (CITY), and Washington State Department of Transportation (WSDOT) standards. Contract Documents will be prepared in WSDOT format using the 2018 version of the WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction.

In general, the work will include the following key components and deliverables:

- Topographic Data Collection
- Environmental Documentation
- Design
- FEMA Documentation Assistance

**DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)**

**TASK 1 - PROJECT ADMINISTRATION**

The Engineer shall oversee project tasks and coordinate with CITY representatives to manage the scope and budget. The following is a description of Project Administration tasks:

1. Prepare and submit monthly invoices. Each invoice will include: The date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and total cost for labor and expenses for the billing period. The use of subconsultants is not expected.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include a brief summary of work performed during the billing period, along with a notice to the CITY raising any issues or concerns that could require a contract amendment/supplement.
3. Project management. General coordination with CITY, FEMA, and ongoing monitoring of tasks and resources.

4. Maintain all contract-required documentation. Provide copies (or originals if necessary) of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

**Deliverables**

- Monthly Invoices
- Project Documentation

**TASK 2 - SURVEY**

The ENGINEER will provide design surveying services for this project. The ENGINEER will collect topographic and mapping data needed to compile bidding documents. The topographic survey will incorporate the following design survey surface elements as needed:

- Trees (evergreen or deciduous) with diameter identified
- Landscape features
- Fences
- Grade breaks
- Ditches
- Drainage structures
- Centerline
- Edge of asphalt
- Water utilities including valves, meters, blowoffs, pressure reducing valves, double check valve assemblies, etc.
- Drainage structures with material and size identified and invert elevations given
- Communication utilities distinguishing between underground and overhead
- Power utilities distinguishing between underground and overhead
- Signs
- Creeks
- Driveways with surfacing material identified
- Walkways/trails
- Survey monuments
- Mailboxes

The ENGINEER will conduct site visits, take project photos, and conduct field and office verification of the survey data represented in the project base map. The ENGINEER will notify residents affected by the survey of upcoming work and maintain access permission slips.

**Deliverables**

- Survey Base Map
- Project Photos

### **TASK 3 - ENVIRONMENTAL DOCUMENTATION**

The ENGINEER will assist the CITY with the preparation of the required environmental documentation. Anticipated documentation includes National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA).

#### **Deliverables**

- Various Site Maps and Figures
- Documentation of Consultation

### **TASK 4 - DESIGN**

#### **4.1 Bridge, Roadway, and Drainage**

The ENGINEER will prepare design plans for the street repairs identified below:

**Nordheim Road (between Garfield Road and Airport Lane)**  
Approximate Size: 3,000 feet by 22 feet

Repairs will be designed in accordance with applicable AASHTO, CITY, and WSDOT standards.

#### **4.2 Construction Documents and Estimates**

The CONSULTANT will prepare construction contract documents in WSDOT format using the 2018 version of the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction. Construction estimates will be based on preliminary design quantities with costs based on historic bid records. With each submittal the quantities and unit bid costs will be updated as necessary. The documents will evolve with each submittal. The following is the intended representation for the approximate design level:

- The 30 percent conceptual plans will have limited detail information, but will represent the general intent of the project. It is assumed that upon approval of the 30 percent drawings by the CITY, all major project features will be considered finalized and only minor modifications will be required.
- The 90 percent submittal will incorporate CITY comments on the 30 percent submittal and include all work necessary to complete the design and generate the final contract documents ready for bidding. This submittal will include 90 percent design drawings, contract documents, and a construction estimate.
- The final submittal will incorporate any remaining CITY comments and be a bid ready document stamped and signed by the responsible engineer. This submittal will be provided to FEMA for final review and comment prior to project advertisement.

#### **Deliverables**

- Construction Plans
- Special Provisions
- Construction Estimate

All preliminary documents will be submitted in PDF format. Final documents will be provided in their original electronic format.

#### **4.3 Quality Assurance**

The ENGINEER shall provide quality assurance/quality control (QA/QC) for all design work in accordance with the ENGINEER's QA/QC standards. The ENGINEER will provide senior level design and construction personnel to review plan submittals and provide technical support.

#### **TASK 5 - BID PHASE SERVICES**

The project will be advertised in a formal invitation for bid. The ENGINEER will assist the CITY in advertising the project and provide contract documents for prospective bidders. The ENGINEER will provide design experts who worked on the project to be available in responding to contractor questions during bidding and will issue addenda as necessary to clarify or modify the bidding documents.

#### **PROJECT ASSUMPTIONS**

The following assumptions will apply to this Scope of Work:

1. Design of any necessary utility relocations or replacements is considered beyond the Scope of Work.
2. This project will be designed for construction under a single plans, specifications, and estimate bid contract.
3. The CITY will provide/perform the following:
  - Pay all required permit fees
  - Act as primary contact/coordinator with FEMA

#### **ADDITIONAL SERVICES**

This section of the agreement is for additional work not identified in the ENGINEER's Scope of Work. Potential additional scope the CITY may consider includes construction assistance or other services requested by the CITY.

## EXHIBIT B HOURLY FEE SCHEDULE

May 1, 2017

### PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician ..... \$ 35.00	Engineering Technician I ..... \$ 95.00	Archaeological Intern ..... \$ 45.00
Technician I ..... \$ 50.00	Engineering Technician II ..... \$100.00	Archaeologist Technician I ..... \$ 55.00
Technician II ..... \$ 60.00	Engineering Technician III ..... \$105.00	Archaeologist Technician II ..... \$ 60.00
Technician III ..... \$ 65.00	Engineering Technician IV ..... \$110.00	Senior Archaeologist I ..... \$ 85.00
Technician IV ..... \$ 75.00	Engineering Technician V ..... \$115.00	Senior Archaeologist II ..... \$100.00
Technician V ..... \$ 80.00	Engineering Technician VI ..... \$120.00	Senior Archaeologist III ..... \$110.00
Technician VI ..... \$ 85.00	Staff Engineer I ..... \$100.00	
Technician VII ..... \$ 90.00	Staff Engineer II ..... \$105.00	<b>PROJECT REPRESENTATIVES</b>
Senior Technician I ..... \$ 95.00	Staff Engineer III ..... \$110.00	Project Representative I ..... \$ 85.00
Senior Technician II ..... \$105.00	Project Engineer I ..... \$115.00	Project Representative II ..... \$ 95.00
Senior Technician III ..... \$110.00	Project Engineer II ..... \$125.00	Project Representative III ..... \$ 98.00
Senior Technician IV ..... \$115.00	Project Engineer III ..... \$130.00	Project Representative IV ..... \$105.00
Senior Technician V ..... \$120.00	Project Engineer IV ..... \$135.00	
Senior Technician VI ..... \$130.00	Senior Engineer I ..... \$140.00	
Senior Technician VII ..... \$145.00	Senior Engineer II ..... \$145.00	
Senior Technician VIII ..... \$165.00	Senior Engineer III ..... \$155.00	
	Senior Engineer IV ..... \$160.00	
	Senior Engineer V ..... \$165.00	
	Senior Engineer VI ..... \$170.00	
	Senior Engineer VII ..... \$185.00	

### SURVEYORS AND CREWS

Survey Technician I ..... \$ 60.00	Survey Crew Chief III ..... \$110.00	Professional Land Surveyor V ... \$155.00
Survey Technician II ..... \$ 70.00	Survey Crew Chief IV ..... \$115.00	GPS Total Station ..... \$ 40.00
Survey Technician III ..... \$ 75.00	Professional Land Surveyor I ... \$115.00	Robotic Survey Station ..... \$ 30.00
Survey Technician IV ..... \$ 80.00	Professional Land Surveyor II ... \$125.00	Total Station ..... \$ 23.00
Survey Crew Chief I ..... \$ 85.00	Professional Land Surveyor III .. \$135.00	ATV (4-hour minimum) ..... \$ 30.00
Survey Crew Chief II ..... \$100.00	Professional Land Surveyor IV .. \$145.00	Electro-Fisher ..... \$ 22.00

### OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.535 per mile for standard highway vehicles as of January 1, 2017. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

### OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.0% per month.



City of Connell

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**MEMORANDUM**

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**DATE:** NOVEMBER 6, 2017  
**TO:** MAYOR & COUNCIL  
**FROM:** MARIA PEÑA, CITY ADMINISTRATOR  
**RE:** COLUMBIA AVE SURFACE RESTORATION CONSULTANT AGREEMENT

---

Attached please find the consultant agreement for the Columbia Ave Surface Restoration project. This agreement in the amount of \$10,000 is for bituminous surface restoration on Columbia Ave from State Route 260 to Highway 395.

Public Works Director Turner will provide further details on this project.

**Recommendation:** Council move to approve the Professional Services Consultant Agreement for the Columbia Ave bituminous surface restoration project.

# Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 68-226

Firm/Organization Legal Name (do not use dba's): Anderson Perry & Associates, Inc.		
Address P.O. Box 1687/214 East Birch Street	Federal Aid Number STPR-C115 (005)	
UBI Number 600-337-832	Federal TIN or SSN Number 93-0640493	
Execution Date	Completion Date December 31, 2018	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title City of Connell Arterial Bituminous Surface Restoration Project		
Description of Work Bituminous surface restoration on Columbia Avenue from State Route 260 to Highway 395 in Connell, Washington.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$10,000.00 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$10,000.00

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation</del>
<del>Exhibit C</del>	<del>Preparation and Delivery of Electronic Engineering and Other Data</del>
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 68-226

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Connell hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

### **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

### **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: 68-226

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Maria Peña  
Agency: City of Connell  
Address: P.O. Box 1200  
City: Connell State: WA Zip: 99326  
Email: MPena@connellwa.org  
Phone: (509) 234-2701 ext 1234  
Facsimile: (509) 234-2704

**If to CONSULTANT:**

Name: Jake Hollopeter, P.E.  
Agency: Anderson Perry & Associates, Inc.  
Address: P.O. Box 1687  
City: Walla Walla State: WA Zip: 99362  
Email: jhollopeter@andersonperry.com  
Phone: (509) 529-9260  
Facsimile: (509) 529-8102

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: 68-226

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: 68-226

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number: 68-226

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number: 68-226

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## **VIII. Nondiscrimination**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## **IX. Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number: 68-226

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number: 68-226

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number: 68-226

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mari Peña  
Agency: City of Connell  
Address: P.O. Box 1200  
City: Connell State: WA Zip: 99326  
Email: MPena@connellwa.org  
Phone: (509) 234-2701 ext 1234  
Facsimile: (509) 234-2704

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number: 68-226

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number: 68-226

## **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number: 68-226

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: 68-226

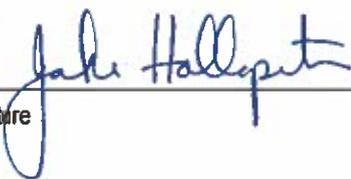
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

  
\_\_\_\_\_  
Signature

10-31-17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number: 68-226

**EXHIBIT A  
CITY OF CONNELL  
ARTERIAL BITUMINOUS SURFACE RESTORATION PROJECT  
DESIGN ENGINEERING SERVICES**

**SCOPE OF WORK**

**GENERAL**

The work generally consists of modifying the existing Columbia Avenue Surface Restoration design and Contract Documents to remove the Americans with Disabilities Act (ADA) ramp improvements, update the Washington State Department of Transportation (WSDOT) Standard Specifications to the 2018 version of the WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction, and update the WSDOT project and environmental documentation.

The proposed project is anticipated to extend along Columbia Avenue from State Route 260 to Highway 395. Improvements will include crack sealing, asphalt restoration, and bituminous surface treatment of the existing asphalt roadway.

The design will be completed in accordance with applicable City of Connell (AGENCY) and WSDOT standards.

In general, the work will include the following key components and deliverables:

- Modify the existing Columbia Avenue Surface Restoration design and Contract Documents
- Update and resubmit the WSDOT project and environmental documentation
- 90 percent plans, specifications, and estimate submittal
- Final design submittal
- Bidding assistance

**DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)**

**TASK 1 - PROJECT ADMINISTRATION**

The CONSULTANT will oversee project tasks and coordinate with AGENCY representatives to manage the scope of work, schedule, and budget. Project administration tasks will include the following:

- Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice; the number of hours worked during the billing period with billing rates shown; expenses and associated markups; the total cost for labor and expenses; subconsultant fees, including markups; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a brief Project Status Report to accompany the monthly invoices. This report will include the date period covered by the report, a brief summary of the work performed during the billing period, a notice to the AGENCY raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and any AGENCY action items needed for project delivery.

- Project management. General coordination with the AGENCY, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources. The CONSULTANT will attend up to two meetings in Connell to coordinate design efforts with the AGENCY.
- Maintain all contract-required documentation. Provide copies of project files and records to the AGENCY for audits and public information requests. All final documents will be provided in electronic format as requested.

#### **Deliverables**

- Monthly Invoices
- Project Status Reports
- Project Documentation (as needed)

### **TASK 2 - DESIGN**

#### **2.1 Roadway Improvements**

The CONSULTANT will modify the existing plans to remove ADA ramp improvements and update the plans based on current conditions.

#### **2.2 Contract Documents/Estimates**

The CONSULTANT will modify the existing Contract Documents and estimate for AGENCY review. The construction estimate will be based on preliminary design quantities, with costs based on historic bid records. The quantities and unit bid costs will be updated as necessary with each submittal. The documents will evolve with each submittal. The following is the intended representation for the approximate design levels:

- The 90 percent submittal will modify the existing plans and Contract Documents and include all work necessary to complete the design and generate the final Contract Documents for bidding. This submittal will include 90 percent design plans, the required Special Provisions, and a construction estimate.
- The final submittal will incorporate any remaining AGENCY comments and be a bid ready document stamped and signed by the responsible engineer.

#### **Deliverables**

- Cover with Vicinity Map, Index, and General Notes Sheets
- Traffic Control Plan
- Site Preparation Plan/Demolition Plan
- Plan Sheets
- Roadway Section and Details
- Signage and Striping Plans
- Applicable Standard Plans
- Contract Documents
- Construction Estimate
- Bidder's Packet

All preliminary documents will be submitted in PDF format. The final Special Provisions and construction estimate will be provided in their original electronic format. Final plans will be provided on 11x17 sheets stamped and signed by the engineer of record.

### **2.3 WSDOT Project and Environmental Documentation**

The CONSULTANT will modify and resubmit the WSDOT Categorical Exclusion Documentation form, Project Prospectus, and Area of Potential Effect documentation. These documents are anticipated to be modified resubmittals of the previously approved documents.

#### **Deliverables**

- WSDOT Categorical Exclusion Documentation Form
- Project Prospectus
- Area of Potential Effect Documentation

### **2.4 Quality Assurance**

The CONSULTANT will provide quality assurance/quality control (QA/QC) for all design work in accordance with the CONSULTANT's QA/QC standards. The CONSULTANT will provide senior level design and construction personnel to review plan submittals and provide technical support.

## **TASK 3 - BID AND AWARD PHASE SERVICES**

The AGENCY will advertise the project and perform all contract administration services during the bid and award phase. The CONSULTANT will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The CONSULTANT will also issue addenda during the bidding process and provide assistance during bid review as requested by the AGENCY.

### **PROJECT ASSUMPTIONS**

The following assumptions apply to this Scope of Work:

- Right-of-way acquisition is not necessary.
- Previously prepared plans, specifications, estimates, and other documentation can be modified for rebidding purposes.
- A complete topographic survey of the project area will not be completed.
- The AGENCY will pay all required permit fees.

### **ADDITIONAL SERVICES**

This section of the agreement is for additional work not identified in this Scope of Work. Potential additional work the AGENCY may consider includes construction assistance or other services requested by the AGENCY.

**EXHIBIT D  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET  
(COST PLUS FIXED FEE)**

**PROJECT: ARTERIAL BITUMINOUS SURFACE RESTORATION PROJECT**

**DIRECT SALARY COST (DSC):**

<u>Classification</u>	<u>Estimated Hours</u>		<u>Average Rate</u>	=	<u>Cost</u>
Project Engineer	50	X	\$ 38.00	=	\$ 1,900.00
Senior Technician	20	X	\$ 30.00	=	\$ 600.00
Staff Engineer	20	X	\$ 31.00	=	\$ 620.00
			<b>Total DSC</b>	<b>=</b>	<b>\$ 3,120.00</b>

**OVERHEAD (OH Cost - including Salary Additives):**

OH Rate x DSC of	183.35%	X	\$ 3,120.00	=	\$ 5,720.52
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**FIXED FEE (FF):**

FF Rate x DSC of	30.00%	X	\$ 3,120.00	=	\$ 936.00
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**REIMBURSABLES:**

Mileage at \$0.56/Mile	\$	223.48	=	<u>\$ 223.48</u>
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<b>TOTAL</b>	<b>=</b>	<b><u>\$ 10,000.00</u></b>
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Prepared By: \_\_\_\_\_

*Adam Schmidt Gall*

Adam Schmidt Gall, P.E.  
Anderson Perry & Associates, Inc.

Date: October 17, 2017



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 20, 2017

Anderson Perry & Associates, Inc.  
1901 N. Fir Street  
La Grande, OR 97850

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Mr. Timothy Cox:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 183.35%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

 Jonson, Erik



ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kmk

**Anderson Perry & Associates, Inc.**  
**Schedule of Indirect Cost Rates**  
**Calculation of Overhead Rate**  
**For the Year Ended December 31, 2016**

Description	Financial Stmt Expenses	Unallowable Expenses	*Ref	Total Proposed
<b>Direct Labor</b>	\$ 2,344,704			\$ 2,344,704
<b>Fringe Benefits:</b>				
Vacation, Holiday, Sick Leave	\$ 434,159			\$ 434,159
Payroll Taxes	\$ 394,122	(3,542)	(8)	\$ 390,580
Employee Benefits	\$ 656,933			\$ 656,933
Incentive Payments - Bonuses	\$ 92,475	(542,647)	(4)	\$ 49,827
Retirement Benefits	\$ 232,978			\$ 232,978
<b>Total Fringe Benefits</b>	<b>\$ 1,810,667</b>			<b>\$ 1,764,478</b>
<b>General Operating Overhead:</b>				
Indirect Labor	\$ 1,218,922			\$ 1,218,922
Job Specific Bid & Proposals	\$ 110,909			\$ 110,909
Materials & Supplies	\$ 32,046			\$ 32,046
Printing	\$ 3,376			\$ 3,376
Rent Expense	\$ 111,080			\$ 111,080
Utilities & Telephone	\$ 119,935			\$ 119,935
Repair & Maintenance	\$ 117,758			\$ 117,758
Office Expense	\$ 92,278	(10,146)	(2)	\$ 82,132
Computer Expense	\$ 78,125			\$ 78,125
Legal & Accounting	\$ 25,960			\$ 25,960
Insurance	\$ 176,689			\$ 176,689
Taxes & Licenses	\$ 87,555			\$ 87,555
Professional Fees & Continuing Education	\$ 61,058			\$ 61,058
Dues & Subscriptions	\$ 5,833			\$ 5,833
Auto Expense	\$ 66,135	(20,672)	(1)	\$ 45,463
Travel & Meals	\$ 41,829			\$ 41,829
Depreciation	\$ 185,130	(3,404)	(5)	\$ 181,726
Non-Allowable G & A Expenses	\$ 155,230	(155,230)	(3),(6),(7)	\$ -
<b>Total General Overhead</b>	<b>\$ 2,689,849</b>	<b>(235,641)</b>		<b>\$ 2,500,397</b>
<b>Total Fringe Benefits and General Overhead</b>	<b>\$ 4,500,516</b>			<b>\$ 4,264,875</b>
<b>Total Fringe Benefits and General Overhead Rate</b>				
<b>Percent of Direct Labor</b>	<u>191.94%</u>			<u>181.89%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				
<b>Percent of Direct Labor</b>	<u>\$34,252</u>			<u>\$34,252</u>
	<u>1.4608%</u>			<u>1.4608%</u>
				<u>183.35%</u>

**Unallowable FAR References:**

- (1) FAR 48 CFR 31.205-6(m)(2) Personal use of company vehicles
- (2) FAR 48 CFR 31.205-13(b) & (c) Cost of gifts and recreation
- (3) FAR 48 CFR 31.205-33(b) Professional service costs
- (4) FAR 48 CFR 31.205-6 Bonuses payments not performance based
- (5) FAR 48 CFR 31.201-6(a) Unrelated business activity (rental units)
- (6) FAR 48 CFR 31.201(f)(7) Membership in civic and community organizations
- (6) FAR 48 CFR 31.205-1-Labor Associated with Public Relations, Advertising, and Promotional costs
- (6) FAR 48 CFR 31.205-1-Public Relations, Advertising, and Promotional costs
- (6) FAR 48 CFR 31.205-1-Travel Associated with Public Relations, Advertising, and Promotional costs
- (6) FAR 48 CFR 31.205-14 Entertainment Costs
- (6) FAR 48 CFR 31-205-8 Contributions or Donations
- (7) FAR 48 CFR 31-205-35 Relocation Costs to Employees Resigned Within 12 Months
- (8) FAR 31.201-6 Payroll taxes associated with Non Allocable Labor

## **Exhibit E**

### **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number: 68-226

## **Exhibit F**

### **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 68-226

## **Exhibit G**

### **Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Connell
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- ~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number: 68-226

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Anderson Perry & Associates, Inc.

whose address is P.O. Box 1687/214 East Birch Street  
Walla Walla, Washington 99362

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Anderson Perry & Associates, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

10-31-17  
\_\_\_\_\_  
Date

Agreement Number: 68-226

**Exhibit G-1(b) Certification of** City of Connell

I hereby certify that I am the:

Agency Official

Other

of the City of Connell, and Anderson Perry & Associates, Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Connell and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

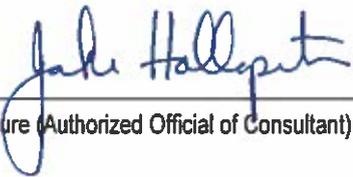
Agreement Number: 68-226

**Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Anderson Perry & Associates, Inc.

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

10-31-17

Date

Agreement Number: 68-226

**Alleged Consultant Design Error Procedures**

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The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

### **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: 68-226

# *Exhibit J*

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 68-226

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: 68-226



City of Connell

EASTERN  
WASHINGTON'S  
HARVESTLAND

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**MEMORANDUM**

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**DATE:** NOVEMBER 6, 2017  
**TO:** MAYOR & COUNCIL  
**FROM:** MARIA PEÑA, CITY ADMINISTRATOR  
**RE:** LAMBWESTON WATER AGREEMENT EXTENSION

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Attached please find an extension to the current LambWeston (ConAgra) water agreement. This agreement expires November 20<sup>th</sup> of this month and staff is working with LambWeston future water rates. This amendment will give us a little more time to meet and work out the rates.

**Recommendation:** Council move to approve the LambWeston Water Agreement Extension

**AGENDA #12**

## ADDENDUM TO WATER AGREEMENT

WHEREAS, THE CITY OF CONNELL, a municipal corporation, hereinafter called City, and CONAGRA FOODS LAMB WESTON, INC., a Delaware corporation, doing business as Lamb Weston, successor by merger to Lamb-Weston, Inc., hereinafter called ConAgra, entered into an agreement establishing rates and charges for municipal water service on January 5, 2011 (the "Agreement"); and

WHEREAS, the Agreement provided for termination on November 19, 2011, unless extended by mutual written agreement of both parties; and

WHEREAS, the Agreement had addendums extending the Agreement to November 19, 2017; and

WHEREAS, it is the desire of the City and ConAgra to further extend the Agreement in current form and rate structure for an additional period of time;

NOW, THEREFORE, it is agreed:

1. Termination. This Agreement shall terminate December 19, 2017, unless extended by the mutual written agreement of the parties.

DATED this \_\_\_\_ day of November, 2017.

CITY OF CONNELL, a municipal  
corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

CONAGRA FOODS LAMB WESTON, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
President