

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

REGULAR MEETING

6:00 PM

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 December 4, 2017
- b) Accounts Payable 12/18/17 for \$296,726.68
- c) Application No.1 –Franklin Street Water line Replacement for \$172,727.39
- d) Payroll Register 11/30/2017-12/05/2017 for \$95,957.57

6. PRESENTATIONS FOR COUNCILMEMBERS
7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. Authorize Mayor to sign TIB contract documents
9. Ordinance No. 984-2017-Amending the AD Valorem General Property Taxes
10. Lamb Weston Water Agreement
11. Comprehensive Plan Update Request for Proposals
12. Amendment for District Court Services
13. Amendment for Prosecution Services

14. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
15. EXECUTIVE SESSION
16. CITIZEN COMMENT/NON-AGENDA ITEMS
17. CITY COUNCIL CLOSING REMARKS
18. ADJOURNMENT

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

MEETING OF THE CITY OF CONNELL, WASHINGTON
CONNELL, FRANKLIN COUNTY, WASHINGTON
December 4, 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, Rhonda Quinton and Joe Escalera.

EXCUSED: Councilmember Quinton moved to excuse Councilmember Kathy Silva. Mayor Pro Tem Huber seconded motion. Motion carried unanimously.

STAFF: City/Clerk Treasurer Rose Courneya, Accounting Clerk Marissa Ortiz, Chief Police Chris Turner, Fire Chief Chris Schulte and City Attorney Dan Hultgrenn.

VISITORS: Franklin County Graphic; Katherine Trowbridge. Citizens; John White and Pat Barrera.

CORRESPONDENCE

Mayor Bruce Blackwell presented correspondence:

Announced a letter was received from the Washington State Transportation Improvement Board. The City of Connell was selected and granted funds totaling \$774,000 for the East Birch Street project.

The Franklin County Planning & Building Department sent notice that the Planning Commission would reopen the extended public hearing for a Conditional Use Permit.

CONSENT CALENDAR

Motion: Councilmember Minor moved to approve the consent calendar as amended:

- a) Minutes of the Regular Council Meeting November 20, 2017
(added the terms to the appointed members of the Park & Rec Board)
- b) Accounts payable December 04, 2017 for \$82,664.08
- c) Check Register 12/01/17 for \$207.32
- d) Added-(Anderson Perry, Amendment No.2 Task Order)

Mayor Pro Tem Huber 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

2017 CAPITAL FUND UPDATE

City Clerk Treasurer Rose Courneya addressed Council with the 2017 Capital Fund budget update. She stated it had not included a \$20,500 expenditure for The Beckett Group for the Cost Benefit Analysis in helping write the TIGER and INFRA applications as approved by Council. As a result, the Capital fund budget was updated to reflect these changes. The City had received a grant from the Washington State Department of Transportation to cover the cost related to writing the TIGER and INFRA applications of \$10,500. The City also received 09 money in the amount of \$10,000 from the Benton Franklin Council of Governments for the Cost Benefit Analysis.

ORDINANCE NO. 983-2017 – ADOPTION OF 2018 FISCAL YEAR BUDGET

The City's 2018 Final Budget was presented to Councilmembers for consideration and adoption. The Council held the required number and types of public hearings related to the budget, and adopted an employee salary resolution and property tax levy ordinance for 2018. The 2018 budget changes from the last time it was presented to the Council for review were the following items:

1. \$1,000 was added to the City Administrator membership fee for the Great Northern Corridor Coalition.
2. \$144,210 was added to the Sewer Improvement Reserve (after review of current numbers).
3. Increased Professional expenditures in the water and sewer funds by \$7,000 for a water/sewer rate study to be done in 2018.
4. Water Fund was decreased in the Water Improvement Reserve beginning fund balance due to extra expenditures in 2017 (backhoe purchase and emergency waterline replacement on Franklin Street).

City Clerk Treasurer Rose Courneya confirmed the annual budget of the City of Connell for the 2018 fiscal year in the total amount of \$14,393,090.00 for the various funds combined.

Motion: Councilmember Quinton moved to approve Ordinance No. 983-2017 adopting the 2018 Fiscal year budget for the City of Connell. Councilmember Minor seconded motion. Motion carried unanimously.

RESOLUTION NO. 2017-22 HANFORD AREA ECONOMIC INVESTMENT FUND ADVISORY COMMITTEE (HAEIFAC) INFRASTRUCTURE GRANT APPLICATION
The attached resolution presented to Council allowed staff to submit a grant application in the amount of \$100,000 to the Hanford Area Economic Investment Fund for the Rail Interchange Project.

Motion: Councilmember Minor moved to approve Resolution No.2017-22 to apply for the HAEIFAC funds. Mayor Pro Tem Huber seconded motion. Motion carried unanimously.

MEETING OF THE CITY OF CONNELL
Regular Meeting – December 4, 2017

MEAL ON WHEELS-MEMORANDUM OF UNDERSTANDING

The Mid-Columbia Meals on Wheels program provided Council with a renewal contract for continuing to host a nutrition site 3 days per week at the Connell Community Center for senior citizens. The City of Connell grants exclusive rights of said space to the program each Monday, Wednesday and Friday during the hours of 8am to 1:30pm. This agreement would commence January 1, 2018 and continue through December 31, 2019.

Motion: Councilmember Quinton moved to approve the Memorandum of Understanding between the City of Connell and Senior Life Resource, Mid-Columbia Meals on Wheels program regarding use of space. Councilmember Escalera seconded motion. Motion carried unanimously.

DEPARTMENT REPORTS

City/Clerk Treasurer-Rose Courneya

1. Announced a Holiday Party for Council and City Staff was planned for December 20th.
2. Thanked Mayor Blackwell, Councilmember Quinton and Mayor Pro Tem Huber for their service to the City of Connell.
3. Detailed the City Hall Holiday schedule.

Police Chief-Chris Turner

1. Reminded that the Connell Winter Fest weekend would take place on the weekend of December 9, 2017.

CITY COUNCIL CLOSING REMARKS

Councilmember Escalera – Thanked staff for the work done on the 2018 budget.

Councilmember Quinton – Appreciated City staff for all that they do and stated it was a pleasure serving the community.

Councilmember Minor –Looked forward to serve on the Council with the new Councilmembers.

Mayor Pro Tem Huber – Valued the opportunity to have served the community that continues to do great things.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Blackwell adjourned the meeting at 6:23 pm.

ATTEST: _____
Marissa Ortiz, Accounting Clerk

Bruce Blackwell, Mayor

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 12/18/2017

Time: 16:07:31 Date: 12/15/2017
Page: 1

Accis	Pay #	Received	Date Due	Vendor	Amount	Memo
	17796	12/18/2017	12/18/2017	11	118.96	First Aid Supplies
	17771	12/18/2017	12/18/2017	31	1,130.00	Misc, General Services, Museum
	17772	12/18/2017	12/18/2017	31	8,734.24	68-247 Franklin Street Water Line Replacement
	17781	12/18/2017	12/18/2017	31	10,788.12	City Paid Portion Of Well No. 6 Project
	17774	12/18/2017	12/18/2017	92	759.00	Water/WW Labs
	17770	12/18/2017	12/18/2017	74	1,250.01	Fire Dept - VISA
	17780	12/18/2017	12/18/2017	74	221.50	Credit Card Bill
	17797	12/18/2017	12/18/2017	74	266.72	CITY ADMINISTRATOR VISA
	17798	12/18/2017	12/18/2017	74	1,328.39	POLICE DEPARTMENT VISA
	17799	12/18/2017	12/18/2017	74	826.15	CITY HALL VISA
	17766	12/18/2017	12/18/2017	2625	475.50	Credit Card Fees
	17762	12/18/2017	12/18/2017	79	194.71	Park And City Shop
	17768	12/18/2017	12/18/2017	104	2,190.00	Volunteer Fireman Pension
	17800	12/18/2017	12/18/2017	3801	753.05	Float Construction Reimbursement
	17707	12/18/2017	12/18/2017	140	2,921.98	WWTP Soil Sampling/Testing
	17753	12/18/2017	12/18/2017	3371	88.82	Pressure Switch For L2021 Compressor
	17765	12/18/2017	12/18/2017	155	18,542.14	Fire Suppressin, Utilitiy Tax , Utilities
	17755	12/18/2017	12/18/2017	180	32.92	Fire Dept - CGS Billing Thru Dec 15
	17782	12/18/2017	12/18/2017	180	1,164.43	Fuel/Supplies
	17790	12/18/2017	12/18/2017	180	4.85	Parts
	17754	12/18/2017	12/18/2017	656	57.88	Fire Dept Fuel Consumed
	17775	12/18/2017	12/18/2017	656	744.65	Fuel Bill
	17787	12/18/2017	12/18/2017	656	1,003.63	PF Fuel
	17786	12/18/2017	12/18/2017	2459	17.45	Monthly VPN
	17784	12/18/2017	12/18/2017	4356	40.67	8" Water Cap
	17783	12/18/2017	12/18/2017	217	857.50	Inmate Work Crew
	17776	12/18/2017	12/18/2017	1802	1,460.88	WW Bio Solids Permit
	17761	12/18/2017	12/18/2017	3640	1,400.00	Backup And Service Agreement For Computers
	17788	12/18/2017	12/18/2017	284	10,265.35	Inmate Housing & Medical For Sept. & Oct. 2017
	17758	12/18/2017	12/18/2017	289	571.95	BDI, DNS, Public Hearing, And 2018 Comprehensive Plan
	17779	12/18/2017	12/18/2017	292	15,750.39	NOVEMBER Electricity Bills
	17763	12/18/2017	12/18/2017	298	49.64	Criminal Victim Assessment
	17792	12/18/2017	12/18/2017	296	14,962.50	4th QTR Dispatch Fees
	17793	12/18/2017	12/18/2017	361	268.39	PBT Repair
	17710	12/18/2017	12/18/2017	4465	7,603.20	Lift Station Cleaning/Emergency Evacuation Of Lift Station #5
	17785	12/18/2017	12/18/2017	3351	354.64	#121 LOF & Repairs
	17789	12/18/2017	12/18/2017	3090	33.58	Car Wash

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 12/18/2017

Time: 16:07:31 Date: 12/15/2017
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17757	12/18/2017	12/18/2017 400	Kuffel, Hultgrenn,	1,992.50	Council Meetings, Lamb Westison Contract, Ortiz Purchase, Memo For Esquatzel Coulee,
17773	12/18/2017	12/18/2017 4667	PNWS-AWWA	250.00	Assn Dues
17794	12/18/2017	12/18/2017 1829	Safeguard Business Systems	211.62	1099, W-2 For 2017
17756	12/18/2017	12/18/2017 2680	Sharpe & Preszler Const. Co., Inc.	172,727.39	Franklin Street Water Line Replacement-Applicaton No. 1
17575	12/18/2017	12/18/2017 4269	Shred-it USA LLC	46.76	Shred Services
17769	12/18/2017	12/18/2017 233	St.of Washington Dept Of Revenue-EFT	7,928.45	Excise Taxes
17777	12/18/2017	12/18/2017 4388	Titan Truck Equipment, Inc.	1,397.14	Snow Plow Parts
17778	12/18/2017	12/18/2017 665	Utilities Underground	9.03	Locate Fees
17795	12/18/2017	12/18/2017 4017	Verizon Wireless	1,011.48	Cell Bill
17764	12/18/2017	12/18/2017 695	WA St Treasurer Office	3,026.93	State Remittance For November
17791	12/18/2017	12/18/2017 3440	Washington State Patrol, Budget and Fiscal Service	12.00	CPL Background Check
17760	12/18/2017	12/18/2017 598	Washington State	100.00	Yearly Membership
17759	12/18/2017	12/18/2017 727	Xerox Corporation	563.44	Copy Machine
17767	12/18/2017	12/18/2017 2626	Xpress Bill Pay/EFT	216.15	Online Payment Fees
				Report Total:	296,726.68

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

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

**APPLICATION FOR PAYMENT NO. 1
CITY OF CONNELL, WASHINGTON
FRANKLIN STREET WATER LINE REPLACEMENT PROJECT**

TO City of Connell, Washington (OWNER)

FROM Sharpe & Prezler Construction, Inc. (CONTRACTOR)

For Work accomplished through the date of: December 7, 2017

1.	Original Contract Price	\$	186,798.96
2.	Net Change by Change Orders and Written Amendments (+/-)	\$	-
3.	Current Contract Price (1 plus 2)	\$	186,798.96
4.	Total Work Completed and Materials On Hand to Date*	\$	167,696.50
5.	Retainage: 5%	\$	(8,384.83)
6.	Sales Tax: 8.0%	\$	13,415.72
7.	Liquidated Damages	(\$	-)
8.	Less Previous Application for Payments	\$	-
9.	DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)	\$	172,727.39

*Lines 3 and 4 will probably not match on the final Application for Payment because of the work being done on a unit price basis.

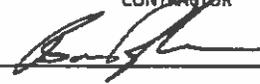
Accompanying Documentation:

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner, if any, on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in, or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12-7-17

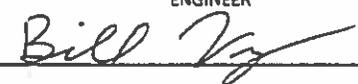
Sharpe & Prezler Construction, Inc.
CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 12-7-17

Anderson Perry & Associates, Inc.
ENGINEER

By: 

APPROVED by Owner:

City of Connell, Washington
OWNER

Dated _____

By: _____

Title: _____

**APPLICATION FOR PAYMENT NO. 1
CITY OF CONNELL, WASHINGTON
FRANKLIN STREET WATER LINE REPLACEMENT PROJECT**

Date: December 7, 2017

FROM: Sharpe & Preszler Construction, Inc.

TO: City of Connell, Washington

Date of Completion		Contract Amount		Date of Estimate								
Original:	December 29, 2017	Original Amount of Contract:	\$ 186,798.96	From:	November 6, 2017							
Revised:		Change Orders: (+ or -)	\$ -	To:	December 7, 2017							
On Schedule:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current Contract Amount	\$ 186,798.96									
Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS			THIS PERIOD			TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization	All Req'd	LS	\$30,000.00	0%	\$0.00	100%	\$30,000.00	100%	\$30,000.00	100%	\$30,000.00
2	Record Drawings	All Req'd	LS	100.00	0%	0.00	100%	100.00	100%	100.00	100%	100.00
3	SPCC Plan	All Req'd	LS	140.00	0%	0.00	100%	140.00	100%	140.00	100%	140.00
4	Project Temporary Traffic Control	All Req'd	LS	420.00	0%	0.00	100%	420.00	100%	420.00	100%	420.00
5	Permeable Ballast	80	CY	35.00	0	0.00	80	2,800.00	80	2,800.00	80	2,800.00
6	Gravel Surface Restoration	270	SY	9.00	0	0.00	270	2,430.00	270	2,430.00	270	2,430.00
7	Rock for Erosion and Scour Protection, Class A	120	CY	40.00	0	0.00	120	4,800.00	120	4,800.00	120	4,800.00
8	Asphalt Surface Restoration	100	SY	29.00	0	0.00	50	1,450.00	50	1,450.00	50	1,450.00
9	Connection to Existing Water Main	4	EA	1,080.00	0	0.00	4	4,320.00	4	4,320.00	4	4,320.00
10	Unmarked Utility Encounter	4	EA	100.00	0	0.00	4	400.00	4	400.00	4	400.00
11	Dewatering	All Req'd	LS	500.00	0%	0.00	100%	500.00	100%	500.00	100%	500.00
12	Removal and Replacement of Unsuitable Material	20	CY	51.00	0	0.00	5	255.00	5	255.00	5	255.00
13	D.I. Pipe for Water Main, 8-In. Diam.	120	LF	51.60	0	0.00	120	6,192.00	120	6,192.00	120	6,192.00
14	PVC Pipe for Water Main, 8-In. Diam.	550	LF	51.60	0	0.00	550	28,380.00	550	28,380.00	550	28,380.00
15	PVC Pipe for Water Main, 10-In. Diam.	10	LF	100.00	0	0.00	5	500.00	5	500.00	5	500.00
16	Shoring or Extra Excavation Trench	3,300	SF	0.01	0	0.00	3,300	33.00	3,300	33.00	3,300	33.00
17	8-In. D.I. Water Line Installed in 24-In. Steel Casing	235	LF	53.70	0	0.00	235	12,619.50	235	12,619.50	235	12,619.50
18	Abandon Existing Water Line	All Req'd	LS	3,130.00	0%	0.00	100%	3,130.00	100%	3,130.00	100%	3,130.00
19	Gate Valve, 2-In. Diam.	1	EA	670.00	0	0.00	0	0.00	0	0.00	0	0.00
20	Gate Valve, 8-In. Diam.	3	EA	1,540.00	0	0.00	3	4,620.00	3	4,620.00	3	4,620.00
21	Gate Valve, 10-In. Diam.	1	EA	2,355.00	0	0.00	1	2,355.00	1	2,355.00	1	2,355.00
22	Adjust Valve Box	6	EA	210.00	0	0.00	5	1,050.00	5	1,050.00	5	1,050.00
23	Hydrant Assembly	1	EA	4,690.00	0	0.00	1	4,690.00	1	4,690.00	1	4,690.00
24	Fire Hydrant Barricade	2	EA	360.00	0	0.00	2	720.00	2	720.00	2	720.00
25	Remove Existing Hydrant	1	EA	220.00	0	0.00	1	220.00	1	220.00	1	220.00
26	Water Service Line, 1-In. Diam.	85	LF	14.50	0	0.00	80	1,160.00	80	1,160.00	80	1,160.00
27	Water Service Connection	2	EA	500.00	0	0.00	1	500.00	1	500.00	1	500.00
28	ESC Lead	6	DAY	140.00	0	0.00	3	420.00	3	420.00	3	420.00

CHECK REGISTER

City Of Connell
MCAG #: 0286

11/30/2017 To: 12/05/2017

Time: 16:38:52 Date: 12/04/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4331	11/30/2017	Payroll	7	EFT		2,387.59	
4332	11/30/2017	Payroll	7	EFT		1,152.47	
4333	11/30/2017	Payroll	7	EFT		1,076.05	
4334	11/30/2017	Payroll	7	EFT		27.04	
4335	11/30/2017	Payroll	7	EFT		1,541.19	
4336	11/30/2017	Payroll	7	EFT		1,697.18	
4337	11/30/2017	Payroll	7	EFT		27.04	
4339	11/30/2017	Payroll	7	EFT		54.09	
4340	11/30/2017	Payroll	7	EFT		13.52	
4341	11/30/2017	Payroll	7	EFT		2,316.10	
4342	11/30/2017	Payroll	7	EFT		27.04	
4343	11/30/2017	Payroll	7	EFT		1,520.71	
4344	11/30/2017	Payroll	7	EFT		2,183.47	
4345	11/30/2017	Payroll	7	EFT		13.52	
4346	11/30/2017	Payroll	7	EFT		27.04	
4347	11/30/2017	Payroll	7	EFT		1,407.10	
4348	11/30/2017	Payroll	7	EFT		27.04	
4349	11/30/2017	Payroll	7	EFT		27.04	
4350	11/30/2017	Payroll	7	EFT		1,222.01	
4351	11/30/2017	Payroll	7	EFT		2,404.06	
4352	11/30/2017	Payroll	7	EFT		1,340.28	
4353	11/30/2017	Payroll	7	EFT		1,316.22	
4354	11/30/2017	Payroll	7	EFT		866.03	
4355	11/30/2017	Payroll	7	EFT		2,354.99	
4356	11/30/2017	Payroll	7	EFT		1,882.37	
4357	11/30/2017	Payroll	7	EFT		2,009.12	
4358	11/30/2017	Payroll	7	EFT		1,056.07	
4359	11/30/2017	Payroll	7	EFT		27.70	
4361	11/30/2017	Payroll	7	EFT		1,083.29	
4362	11/30/2017	Payroll	7	EFT		2,474.28	
4363	11/30/2017	Payroll	7	EFT		2,057.39	
4364	11/30/2017	Payroll	7	EFT		40.57	
4369	12/05/2017	Payroll	7	EFT	Community First Bank	14,389.21	941 Deposit For 11/30/2017 - 11/30/2017
4370	12/05/2017	Payroll	7	EFT	Department Of Retirement	9,747.30	11/30/2017 To 11/30/2017 - PERS 2; 11/30/2017 To 11/30/2017 - LEOFF 2; 11/30/2017 To 11/30/2017 - Deferred Comp; 11/30/2017 To 11/30/2017 - PERS 3
4371	12/05/2017	Payroll	7	EFT	MT457-306685	500.00	11/30/2017 To 11/30/2017 - ICMA-457
4338	11/30/2017	Payroll	7	37064		1,277.81	
4360	11/30/2017	Payroll	7	37065		27.70	
4372	12/05/2017	Payroll	7	37067	AFLAC	269.76	11/15/2017 To 11/30/2017 - AFLAC Addtl (AT); 11/15/2017 To 11/30/2017 - AFLAC Pre-Tax
4373	12/05/2017	Payroll	7	37068	AWC Employee Benefits Trst	22,490.86	11/15/2017 To 11/30/2017 - AWC; 11/15/2017 To 11/30/2017 - AWC Dental; 11/15/2017 To 11/30/2017 - AWC-Life
4374	12/05/2017	Payroll	7	37069	Wesley Graham American Legal Services	14.48	11/15/2017 To 11/30/2017 - ALS
4375	12/05/2017	Payroll	7	37070	Colonial Life	699.94	11/15/2017 To 11/30/2017 - Colonial Life Pretax; 11/15/2017 To 11/30/2017 - Colonial Life-aftertax
4376	12/05/2017	Payroll	7	37071	NW Admin. Transfer Acct.	9,608.90	11/15/2017 To 11/30/2017 - NW Administrator

CHECK REGISTER

City Of Connell
MCAG #: 0286

11/30/2017 To: 12/05/2017

Time: 16:38:52 Date: 12/04/2017
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4377	12/05/2017	Payroll	7	37072	Teamsters Local Union # 839	347.00	11/15/2017 To 11/30/2017 - Union # 839
4378	12/05/2017	Payroll	7	37073	Case # 2549720 WA State Support Registry	650.00	11/30/2017 To 11/30/2017 - Child Support
4379	12/05/2017	Payroll	7	37074	WSECU	275.00	11/30/2017 To 11/30/2017 - WSECU
						61,574.31	
						3,344.38	
						16,708.92	
						14,329.96	
						<u>95,957.57</u>	Payroll: 95,957.57

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



MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: LARRY TURNER, PUBLIC WORKS DIRECTOR
RE: AUTHORIZE MAYOR TO SIGN TIB CONTRACT DOCUMENTS

We have received contract documents from Transportation Improvement Board for the East Birch Street project and South Columbia Ave. sidewalk project, both to start in 2019.

I'm asking council to approve the Mayor to sign these contracts.

OPTIONS: 1) Move to approve 2) Do not approve 3) Defer action to a later date.

RECOMMENDATION: Move to approve the Mayor to sign the Transportation Improvement Board contracts.



City of Connell

**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: ROSE COURNEYA, CITY CLERK/TREASURER
RE: **ORDINANCE NO. 984-2017-AMENDING THE AD VALOREM GENERAL
PROPERTY TAXES**

Council passed Ordinance No. 982-2017 providing for a 1% increase to the regular property tax levy for 2018. I was made aware by Franklin County that I used the incorrect previous year totals. I had used the totals off the prior year's ordinance instead of the Levy Certification. So I'm bringing forward an ordinance to correct my mistake.
Please adopt Ordinance No. 984-2017 amending the property taxes for 2018.

OPTIONS: 1) Move to approve Ordinance No. 984-2017 amending the Ad Valorem general property taxes 2) Do not approve Ordinance No. 984-2017

RECOMMENDATION: Approve Ordinance No. 984-2017

CITY OF CONNELL, WASHINGTON

ORDINANCE NO. 984-2017

**AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON AMENDING
THE 2018 LEVIED AD VALOREM GENERAL PROPERTY TAXES WAS
PASSED BY CITY COUNCIL ON OCTOBER 2, 2018.**

WHEREAS the City Council of the City of Connell, Washington passed Ordinance No. 982-2017 providing for a 1% increase to regular property taxes levy for 2018;

WHEREAS the amount of the amount of the actual levy amount from the previous year was stated \$454,200.06: and should have been stated at \$460,116.00.

WHEREAS the amount of the dollar amount of the increase over the actual levy amount from previous year was stated at \$4,542.00 and should have been state at \$4,601.16

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

The previous year actual levy amount is \$460,116.00: and

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected for the 2018 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$4,601.16 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

PASSED by the City Council for the City of Connell, Washington, this _____ day of December 18; and APPROVED by the Mayor this _____ day of December, 2018.

Bruce Blackwell, Mayor

ATTEST:

Rose Courneya, City Clerk, Treasurer

APPROVED AS TO FORM:

Dan F. Hultgrenn, City Attorney

INTRODUCED: _____

ADOPTED: _____

APPROVED: _____

PUBLISHED: _____

CITY OF CONNELL, WASHINGTON

ORDINANCE NO. 982-2017

AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON,
RELATING TO THE AMOUNT NECESSARY TO BE LEVIED BY AD
VALOREM GENERAL PROPERTY TAXES.

WHEREAS, the City Council of the City of Connell, pursuant to RCW 84.55.120,
gave proper notice for the public hearing on revenue sources; has met and considered it's
budget and revenue sources for the 2018 calendar year; and

WHEREAS, the City of Connell's actual levy amount from the previous year was
~~\$454,200.03~~; and

460,116.00

WHEREAS, the population of the City of Connell is less than 10,000; and now,
therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONNELL,
WASHINGTON, as follows:

4601.16

Section 1. An increase in the regular property tax levy is hereby
authorized for the levy to be collected for the 2018 tax year. The dollar amount of
the increase over the actual levy amount from the previous year shall be
~~\$4,542.00~~ which is a percentage increase of 1% from the previous year. This
increase is exclusive of additional revenue resulting from new construction,
improvements to property, newly constructed wind turbines, any increase in the
value of state assessed property, any annexations that have occurred and refunds
made.

PASSED by the City Council for the City of Connell, Washington, this _____
day of _____, 2017; and APPROVED by the Mayor this _____ day of
_____, 2017.

Bruce Blackwell, Mayor

ATTEST:

Rose Courneya, City Clerk-Treasurer



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Rose Connerney,
(Name)

City Clerk Treasurer, for City of Conell, do hereby certify to
(Title) (District Name)

the Franklin County legislative authority that the City Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 12/19/16:
(Date of Public Hearing)

Regular Levy: \$460,116.00
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: Rose Connerney

Date: 1/7/17



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: LAMB WESTON WATER AGREEMENT

Staff has met with Lamb Weston and discussed water rates. The agreement attached provides for a 1.5% increase to Lamb Weston's current rates for a year. This will allow us time to complete a water/sewer study in 2018 after we have closed out 2017. With the study we will know where we are at in regards to participation rates for all users. We would then be able to adjust rates as needed. Also attached is the agreement that expired in November

Recommendation: Council move to approve the Water Agreement with Lamb Weston.

New

WATER AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made this day between the CITY OF CONNELL, a municipal corporation (hereinafter called "City"), and Lamb Weston Inc. a Delaware corporation (hereinafter called "Lamb Weston").

RECITALS:

WHEREAS, the parties have heretofore on July 23, 1969, entered into a Water and Sewage Contract which fixed the basic industrial water and waste treatment charges which was modified by various amendments; and extended by Addendums through December 19, 2017.

WHEREAS, the parties now desire to amend and replace said contract so that future charges and provisions shall be in accordance with this Agreement.

NOW, THEREFORE, it is agreed:

1. Prior Agreements: agreement of July 23, 1969, agreement of November 20, 2010 (signed January 5, 2011), and agreement of November 2014 as amended and extended by Addendums shall be terminated and superseded by this Agreement as of December 18, 2017.
2. Term: The term of the Agreement shall run from November 20, 2017 through November 19, 2018.
3. Payment Terms: The City shall invoice Lamb Weston monthly and payment shall be due net 30 from the invoice date for all agreed charges and taxes.
4. Basic Charge: Effective November 20, 2017 Lamb Weston shall pay a basic monthly industrial water charge on the following schedule.
 - a) November 20, 2017 \$1,919 (1.5% increase)
5. Volume Usage Charge. In addition to the basic charge, effective November 20, 2017, as metered through the city meter, Lamb Weston will pay the following volume

usage charge for each one hundred (100) cubic feet of water delivered during the said previous month.

a) November 20, 2017 - \$.6459

6. Taxes. In addition to the payment of the sums set forth in Sections 4 and 5 hereinabove, Lamb Weston will pay all applicable state and local taxes.
7. Volume Provided by City. City will supply Lamb Weston with a minimum of 700 million gallons per annum of potable water, such water to be delivered to Lamb Weston plant location at a rate of not less than 1,500 gallons per minute. All such water when delivered shall conform to all applicable federal and state government standards as being acceptable for human consumption.
8. Waste Treatment Plant Operation. Lamb Weston shall operate and maintain an industrial waste treatment plant and effluent sprinkler field, at Lamb Weston sole expense. Lamb Weston may make such additions, betterments or improvements to said waste treatment plant as Lamb Weston deems necessary or prudent at Lamb Weston sole cost. City shall have no obligation to provide facilities for the disposal of Lamb Weston industrial waste. The City shall take Lamb Weston generated domestic waste as per the standard domestic waste agreement. Lamb Weston shall pay and save City harmless from all claims for labor, materials, supplies, power, expense, claims and liabilities incurred for, or arising out of, the operation, maintenance and improvements of said waste treatment facility. Lamb Weston shall be responsible for the disposal of all effluent from said plant. Lamb Weston shall receive and may keep for its own account all proceeds from the sale of materials recovered from waste products treated by said plant. Lamb Weston agrees to comply with all applicable laws and regulations, including those of the Washington Department of Ecology, related to the operation, maintenance and improvements of said waste treatment plant.

9. Force Majeure: To the extent that producing wells, water mains or reservoirs are damaged by earthquake, explosion, fire, flood, war, labor disturbances, strikes, civil commotions, insurrection, rebellion, disorder, intervention of governmental authority, or any other reason beyond that party's reasonable control ("Force Majeure Event"), and the ability of either party to deliver or to receive water is prevented or hindered by the Force Majeure Event, then such delay shall be excused for the reasonable period for the party to make repairs. Lamb Weston's obligation to make the payments herein provided shall be abated during any such delay.
10. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by agents authorized to bind each of the parties.
11. Applicable Law. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed pursuant to the laws of the state of Washington.
12. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party, and attached to the original Agreement.
13. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation of law.

14. Termination. This Agreement shall terminate November 19, 2018, unless extended by the mutual written agreement of the parties.

DATED this _____ day of _____, 2017.

CITY OF CONNELL, a municipal corporation

By: _____

Mayor

Date: _____

ATTEST:

Clerk-Treasurer

LAMB WESTON INC. a Delaware corporation

By: _____

Del Krumm, Plant Manager

Date: _____

By: _____

Richard Martin, Chief Supply Chain Officer

Date: _____

ATTEST:

Secretary

Expired
WATER AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made this day between the CITY OF CONNELL, a municipal corporation (hereinafter called "City"), and CONAGRA FOODS LAMB WESTON, INC., a Delaware corporation (hereinafter called "ConAgra").

RECITALS:

WHEREAS, the parties have heretofore on July 23, 1969, entered into a Water and Sewage Contract which fixed the basic industrial water and waste treatment charges which was modified by various amendments; and extended by Addendums through November 19, 2014.

WHEREAS, the parties now desire to amend and replace said contract so that future charges and provisions shall be in accordance with this Agreement.

NOW, THEREFORE, it is agreed:

1. Prior Agreements: Said agreement of July 23, 1969 and November 20, 2010 (signed January 5, 2011) as amended and extended by Addendums shall be terminated and superseded by this Agreement as of November 20, 2014.
2. Term: The term of the Agreement shall run from November 20, 2014 through November 19, 2017.
3. Payment Terms: The City shall invoice ConAgra monthly and payment shall be due net 30 from the invoice date for all agreed charges and taxes.
4. Basic Charge: Effective November 20, 2014 ConAgra shall pay a basic monthly industrial water charge on the following schedule.
 - a) November 20, 2014 \$1,748
 - b) November 20, 2015 \$1,836
 - c) November 20, 2016 \$1,891

5. Volume Usage Charge. In addition to the basic charge, effective November 20, 2014, as metered through the city meter, ConAgra will pay the following volume usage charge for each one hundred(100) cubic feet of water delivered during the said previous month.
 - a) November 20, 2014- \$.5885
 - b) November 20, 2015- \$.6179
 - c) November 20, 2016- \$.6364
6. Taxes. In addition to the payment of the sums set forth in Sections 4 and 5 hereinabove, ConAgra will pay all applicable state and local taxes.
7. Volume Provided by City. City will supply ConAgra with a minimum of 700 million gallons per annum of potable water, such water to be delivered to ConAgra's plant location at a rate of not less than 1,500 gallons per minute. All such water when delivered shall conform to all applicable federal and state government standards as being acceptable for human consumption.
8. Waste Treatment Plant Operation. ConAgra shall operate and maintain an industrial waste treatment plant and effluent sprinkler field, at ConAgra's sole expense. ConAgra may make such additions, betterments or improvements to said waste treatment plant as ConAgra deems necessary or prudent at ConAgra's sole cost. City shall have no obligation to provide facilities for the disposal of ConAgra's industrial waste. The City shall take ConAgra's generated domestic waste as per the city sewer rate schedule. ConAgra shall pay and save City harmless from all claims for labor, materials, supplies, power, expense, claims and liabilities incurred for, or arising out of, the operation, maintenance and improvements of said waste treatment facility. ConAgra shall be responsible for the disposal of all effluent from said plant. ConAgra shall receive and may keep for its own account all proceeds from the sale of materials recovered from waste products treated by said plant. ConAgra agrees

to comply with all applicable laws and regulations, including those of the Washington Department of Ecology, related to the operation, maintenance and improvements of said waste treatment plant.

9. Force Majeure: To the extent that producing wells, water mains or reservoirs are damaged by earthquake, explosion, fire, flood, war, labor disturbances, strikes, civil commotions, insurrection, rebellion, disorder, intervention of governmental authority, or any other reason beyond that party's reasonable control ("Force Majeure Event"), and the ability of either party to deliver or to receive water is prevented or hindered by the Force Majeure Event, then such delay shall be excused for the reasonable period for the party to make repairs. ConAgra's obligation to make the payments herein provided shall be abated during any such delay.
10. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by agents authorized to bind each of the parties.
11. Applicable Law. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed pursuant to the laws of the state of Washington.
12. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party, and attached to the original Agreement.
13. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the

subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation of law.

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

DATED this 21 day of Oct, 2014.

CITY OF CONNELL, a municipal corporation

By: Bruce Blackwell

Mayor

Date: 11/3/14

ATTEST:

Mauro Penco

Clerk-Treasurer

CONAGRA FOODS LAMB WESTON, INC. a Delaware

corporation

By: Del Krumm

Del Krumm, Plant Manager

Date: 10-21-2014

By: Richard Martin

Richard Martin, Vice President Global Operations

Date: 10/27/14

ATTEST:

Secretary



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: **COMPREHENSIVE PLAN UPDATE REQUEST FOR PROPOSALS**

Staff advertised for request for proposals for help with our Comprehensive Plan update and will have a recommendation for Council at the meeting on Monday night.



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: AMENDMENT FOR DISTRICT COURT SERVICES

Attached for your approval is an amendment to the interlocal agreement with Franklin County to provide the City with district court services. This amendment provides for the County to continue to provide these services to the City for an additional three years. This agreement is a duplicate of the agreement signed in 2014 with the only changes made being to the dates.

Recommendation: Council move to approve the amendment to the interlocal agreement between Franklin County and the City of Connell for District Court Services.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY
PROSECUTING ATTORNEY AND THE CITY OF CONNELL FOR PROSECUTION
SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY PROSECUTING ATTORNEY AND THE CITY OF CONNELL FOR PROSECUTION SERVICES ("Amendment") is made this ____ day of December, 2017, by and between the CITY OF CONNELL, a municipal corporation, hereinafter called "City," and FRANKLIN COUNTY PROSECUTING ATTORNEY, hereinafter called "the Prosecutor."

WHEREAS the City and the Prosecutor entered into an Interlocal Agreement for Prosecution Services on the 17th day of September, 2014 (the "Agreement"); extended by an amendment through December 31, 2017; and

WHEREAS the City has requested that the Prosecutor continue to provide prosecution services to the City pursuant to the Agreement as authorized by RCW; and

WHEREAS the Prosecutor is in agreement to continue to provide the prosecution services for the City as previously provided pursuant to the Agreement ; NOW, THEREFORE;

IT IS AGREED between the City and the Prosecutor that the term of the Agreement be modified to provide that the Agreement shall remain in effect through December 31, 2020, unless earlier terminated pursuant to the terms of the Agreement; and

AMENDMENT - 1

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INTERLOCAL AGREEMENT\Amendment Prosecution Services 12.18.17.Docx

IT IS FURTHER AGREED between the City and the Prosecutor that all other terms and provisions of the Agreement shall remain unchanged, except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day written below.

Date: _____

Date: _____

City of Connell

Board of County Commissioners of
Franklin County, WA

Bruce Blackwell, Mayor

Chairman

Attest:

Commissioner

Maria Pena, City Clerk-Treasurer

Commissioner

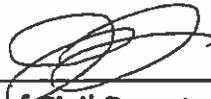
Approved as to form:

Attest:

Dan F. Hultgrenn, City Attorney

Clerk of the Board

Approved:



Chief Civil Deputy Prosecuting
Attorney

AMENDMENT - 2

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INTERLOCAL AGREEMENT\Amendment Prosecution Services 12.18.17.Docx



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: DECEMBER 18, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: AMENDMENT FOR PROSECUTION SERVICES

Attached for your approval is an amendment to the interlocal agreement with Franklin County to provide the City with prosecution services. This amendment provides for the County to continue to provide these services to the City for an additional three years. This agreement is a duplicate of the agreement signed in 2014 with the only changes made being to the dates.

Recommendation: Council move to approve the amendment to the interlocal agreement between Franklin County Prosecuting Attorney and the City of Connell for Prosecution Services.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY
AND THE CITY OF CONNELL FOR DISTRICT COURT SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF CONNELL FOR DISTRICT COURT SERVICES ("Amendment") is made this ____ day of December, 2017, by and between the CITY OF CONNELL, a municipal corporation, hereinafter called "City," and FRANKLIN COUNTY, a political subdivision of the State of Washington, hereinafter called "County."

WHEREAS the City and County entered into an Interlocal Agreement for District Court Services on the 8th day of September, 2010 (the "Agreement"); extended by an amendment through December 31, 2017; and

WHEREAS the City has requested that the County continue to provide the services of its district court system to the City pursuant to the Agreement as authorized by RCW 39.34.180; and

WHEREAS the County is in agreement to continue to provide the services of its district court system; and

WHEREAS the Agreement provides that it may be extended by the mutual written agreement of the parties; NOW, THEREFORE;

IT IS AGREED between the City and the County that the term of the Agreement be modified to provide that the Agreement shall remain in effect through December 31, 2020 unless earlier terminated pursuant to the terms of the Agreement; and

AMENDMENT - 1

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IT IS FURTHER AGREED between the City and the County that all other terms and provisions of the Agreement shall remain unchanged, except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day written below.

Date: _____

Date: _____

City of Connell

Board of County Commissioners of
Franklin County, WA

Bruce Blackwell, Mayor

Chairman

Attest:

Commissioner

Maria Pena, City Clerk-Treasurer

Commissioner

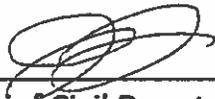
Approved as to form:

Attest:

Dan F. Hultgrenn, City Attorney

Clerk of the Board

Approved as to form:



Chief Civil Deputy Prosecuting
Attorney

AMENDMENT - 2

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INTERLOCAL AGREEMENT\Amendment District Court Services 12.18.17.Docx