

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

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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
  - a) Chief of Police Chris Turner swearing in new police officer Kohl St.Peter
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 January 17, 2017
- b) Accounts Payable 2/6/17 for \$112,335.18
- c) Check Register 12/28/16 for \$19,589.75
- d) Check Register 1/27/17 for \$625,583.57
- e) Check Register 2/01/17 for \$212.15
- f) Payroll Register 1/15/17-1/20/17 for \$55,603.30
- g) Payroll Register 1/31/17-02/05/17 for \$85,312.78

6. PRESENTATIONS FOR COUNCILMEMBERS
7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. 2016 Fiscal Year End Review
9. ORDINANCE NO. 975-2017 Amending CMC Title 2.30 Public Records
10. TIB Relight Washington Grant Agreement
11. Surplus Police Vehicles
12. CES 2017 Land Treatment System Consulting Service
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

January 17, 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, Councilmember's: Ray Minor, Katherine Silva, and Joe Escalera.

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

**STAFF:** City Administrator Maria Peña and Police Chief Chris Turner.

CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS

Mayor Blackwell announced a letter was received from Kennewick Police Chief Hohenburg. The letter stated on behalf of the Kennewick Police Department they appreciated the assistance of the Connell Police Department in a kidnapping investigation. Mayor Blackwell temporarily appointed Councilmember Minor and Councilmember Silva to the finance committee due to the absence of the finance members. The Franklin County Sheriff Department provided the 2016 annual report for Council.

CONSENT CALENDAR

**Motion:** Councilmember Silva moved to approve the Consent Calendar as listed:

- a) Minutes of the Regular Council Meeting January 3, 2017
- b) Accounts Payable December 31, 2016 for \$70,937.21
- c) Accounts Payable January 17, 2017 for \$135,754.34
- d) Check Register December 28, 2016 for \$6,836.57
- e) Check Register January 3, 2017 for \$215.36
- f) Check Register January 6, 2017 for \$375,878.00
- g) Payroll Register December 31, 2016 for \$33,773.22
- h) Payroll Register January 5, 2017 for \$53,948.39
- i) Payroll Register January 12, 2017 for \$14,730.40

Councilmember Minor seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

**Motion:** Councilmember Minor moved to approve the agenda. Councilmember Escalera seconded motion. Motion carried unanimously.

ORDER OF BUSINESS

MEETING OF THE CITY OF CONNELL  
Regular Meeting – January 03, 2017

EXCUTIVE SESSION  
Teamsters Collective Bargaining Proposal

MEETING RECESSED

Mayor Blackwell recessed the regular meeting at 6:04 pm to go into Executive session for 30 minutes to discuss the proposed collective bargaining agreement from Teamsters with Council and Chief Police Chris Turner.

Mayor Blackwell extended the Executive session 10 minutes.

MEETING RECONVENED

Mayor Blackwell called the regular meeting back to order at 6:44 pm.

COMMITTEE / DEPARTMENT REPORTS

No Department Reports

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Blackwell adjourned the meeting at 6:44 pm.

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

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

# ACCOUNTS PAYABLE

City Of Connell  
MCAG #: 0286

As Of: 02/06/2017

Time: 13:39:30 Date: 02/03/2017  
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
16357	02/06/2017	02/06/2017 4085	America's Window Tinting & Graphics	480.00	Window Tinting & Graphic Install
16347	02/06/2017	02/06/2017 704	Avista Utilities	5,089.98	January Gas Bills
16327	02/06/2017	02/06/2017 91	B/F Council Of Government	2,318.00	2017 Dues
16321	02/06/2017	02/06/2017 74	Bank Of America - Visa	225.51	Fire Dept - VISA
16336	02/06/2017	02/06/2017 74	Bank Of America - Visa	185.00	City Administrator VISA
16337	02/06/2017	02/06/2017 74	Bank Of America - Visa	208.31	City Hall VISA
16338	02/06/2017	02/06/2017 74	Bank Of America - Visa	1,442.94	Police Department VISA
16348	02/06/2017	02/06/2017 74	Bank Of America - Visa	360.27	Visa Bill- Computer & Office Supplies
16346	02/06/2017	02/06/2017 99	Big Bend Electric Cooperative, INC.	2,088.09	Tower And Sewer Plant
16411	02/06/2017	02/06/2017 104	Board for Volunteer Firefighters	180.00	2 New Hire Volunteer Fire Fighters -penison
16349	02/06/2017	02/06/2017 4180	Brown, Ed	54.90	Part For Air Compressor
16383	02/06/2017	02/06/2017 125	CBDL	600.00	Memberships Dues
16332	02/06/2017	02/06/2017 515	CenturyLink	378.39	Jan Phone Bills
16345	02/06/2017	02/06/2017 153	Cities Ins. Assoc Of Wa	4,118.82	Insurance For 3 New Cop Cars
16356	02/06/2017	02/06/2017 2348	City Of Kennewick	1,864.25	1st QTR BI-PIN
16328	02/06/2017	02/06/2017 160	Code Publishing Company	625.48	Codification Ord. 969, 970
16352	02/06/2017	02/06/2017 164	Columbia Grain & Feed Inc	479.89	Parts For UTV
16359	02/06/2017	02/06/2017 1846	Commercial Tire	597.52	New Tires For Leo's Truck
16363	02/06/2017	02/06/2017 170	Connell Auto Parts	681.75	Parts & Supplies
16403	02/06/2017	02/06/2017 656	Connell Oil Inc./CO-Energy	989.78	PD Fuel
16405	02/06/2017	02/06/2017 656	Connell Oil Inc./CO-Energy	160.63	Fire Dept Fuel Consumed
16410	02/06/2017	02/06/2017 656	Connell Oil Inc./CO-Energy	1,368.23	Fuel
16404	02/06/2017	02/06/2017 2459	Consolidated Technology Services	17.45	Monthly VPN
16360	02/06/2017	02/06/2017 2098	Crown Paper Supply	539.78	Janitorial Supplies
16362	02/06/2017	02/06/2017 221	Dept Of Health	1,677.80	2017 Operating Permit
16382	02/06/2017	02/06/2017 229	Dept Of Licensing-Firearm	36.00	2 CPLS
16329	02/06/2017	02/06/2017 3640	Devfuzion, Rockwalla IT LLC	131.75	Fire Hall WIFI Access And Cable
16361	02/06/2017	02/06/2017 3640	Devfuzion, Rockwalla IT LLC	1,662.12	Replacement Computers For Telemetry And PWD
16412	02/06/2017	02/06/2017 3640	Devfuzion, Rockwalla IT LLC	1,400.00	Monthly Service Fee
16326	02/06/2017	02/06/2017 4428	Devfuzion, Rockwalla IT LLC	1,153.80	Land Uses And Code Updates
16364	02/06/2017	02/06/2017 262	Etter, McMahon, Lamberson	250.00	Annual Membership Renewal
16358	02/06/2017	02/06/2017 4254	Evergreen Rural Water	50.00	Memberships Dues
16365	02/06/2017	02/06/2017 1937	FBI LEEDA	3,072.36	Street Light Repairs
16366	02/06/2017	02/06/2017 4080	Farmers Electric II, LLC	55,885.68	Well 5 Repair
16343	02/06/2017	02/06/2017 289	Foremost Pump & Well Services, LLC	183.20	Garbage Increase, Ord. 969,970, Lifeguards
16409	02/06/2017	02/06/2017 3058	Franklin Co Graphic	2,587.65	January Services
16354	02/06/2017	02/06/2017 4303	Franklin County Treasurer	3.19	Uniform Equipment
16375	02/06/2017	02/06/2017 473	Galls, LLC	183.60	Sally Port Repair
16350	02/06/2017	02/06/2017 1824	Garage Doors and More	705.91	Vehicle Graphics
16367	02/06/2017	02/06/2017 326	Grafix Shoppe	142.50	Snow Shovels
16368	02/06/2017	02/06/2017 4356	Grainger, Inc.	198.82	Water Supply Parts
			HD Supply Waterworks, LTD		

# ACCOUNTS PAYABLE

City Of Connell  
MCAG #: 0286

As Of: 02/06/2017

Time: 13:39:30 Date: 02/03/2017  
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
16341	02/06/2017	02/06/2017 4459	Hogaboam, Forrest	44.37	Refund Inactive Customer Credit Balance-Title Company Over Paid Final Bill When Sale Was Final.
16325	02/06/2017	02/06/2017 4414	Interconnect Systems, Inc.	89.10	January VIOP
16322	02/06/2017	02/06/2017 3351	JDT Sales and Repair	768.30	Fire Dept - Command Vehicle Repairs
16355	02/06/2017	02/06/2017 3351	JDT Sales and Repair	43.20	#161 LOF
16369	02/06/2017	02/06/2017 4050	KCDA Purchasing Cooperative	299.67	Janitorial Supplies
16342	02/06/2017	02/06/2017 400	Kuffel, Hultgren,	1,127.00	
16370	02/06/2017	02/06/2017 401	Kuo Testing Labs Inc.	255.55	Water Tests
16374	02/06/2017	02/06/2017 405	L. E. I. R. A., C/O Lezlie Arntz	50.00	LEIRA Membership Renewal
16371	02/06/2017	02/06/2017 4034	Lopez, Jose A.	146.60	Clothing Allowance-Jose
16372	02/06/2017	02/06/2017 127	M Campbell & Company, Inc.	3,420.10	HVAC Work For FireHall & Comm Center
16334	02/06/2017	02/06/2017 3041	Mailfinance, Department 3682	200.87	Lease Payment- Postage Meter
16311	02/06/2017	02/06/2017 3271	Municipal Emergency Services, Inc.	81.25	Structural Gloves
16385	02/06/2017	02/06/2017 3271	Municipal Emergency Services, Inc.	2,708.64	Fire Dept - Capitol, PPE Turnouts
16373	02/06/2017	02/06/2017 2147	Northstar Chemical, Inc.	1,789.56	Chlorine For Wells
16335	02/06/2017	02/06/2017 467	Northwest Business Stamp	36.72	Bank Endorsement Stamp
16377	02/06/2017	02/06/2017 521	Pasco Ranch And Home Inc, Attn:A/R	88.92	Clothing Allowance-Jose
16376	02/06/2017	02/06/2017 519	QCL Inc.	374.92	DOT Renewal
16333	02/06/2017	02/06/2017 520	Quill	181.41	Office Supplies
16407	02/06/2017	02/06/2017 1910	Railroad Management Co. III, LLC	194.55	Sewer Right Of Way
16323	02/06/2017	02/06/2017 1613	Reyna, Ramiro	84.71	Refund inactive customer credit balance
16406	02/06/2017	02/06/2017 585	SCWMCA	100.00	Dues For Rose And Marissa
16344	02/06/2017	02/06/2017 4269	Shred-it USA LLC	46.76	Shred Services
16378	02/06/2017	02/06/2017 3531	Steele Computers	64.80	Ethernet Switch
16379	02/06/2017	02/06/2017 3633	Telco Wiring & Repair, Inc.	2,880.00	Internet Service
16380	02/06/2017	02/06/2017 4388	Titan Truck Equipment, Inc.	219.70	Sander & Plow Parts
16339	02/06/2017	02/06/2017 3364	Tri-County Fire Association	500.00	Tri-County Fire Association Dues
16381	02/06/2017	02/06/2017 4017	Verizon Wireless	1,087.75	Cell Bill
16351	02/06/2017	02/06/2017 679	WA Assoc Of Sheriffs And	120.00	2017 WASPC Dues
16340	02/06/2017	02/06/2017 4620	WA State Department of Natural Resources, Attn: Wi	100.00	Registration Fee For 2017 IMT Conference
16331	02/06/2017	02/06/2017 698	WMCA	500.00	Rose WMCA Training
16384	02/06/2017	02/06/2017 4621	WWCPA, Attn: William Peacock	35.00	Membership Dues
16330	02/06/2017	02/06/2017 667	Wesley Group, The	1,245.74	Union Contract-police
16408	02/06/2017	02/06/2017 727	Xerox Corporation	470.64	January Lease
<b>Report Total:</b>				<b>113,735.18</b>	

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

12/28/2016 To: 12/28/2016

Time: 09:34:13 Date: 01/23/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4787	12/28/2016	Claims	7	35890	Franklin Co Corrections	4,627.25	December Inmate House & Medical
4788	12/28/2016	Claims	7	35891	Franklin County E911	14,962.50	4th QTR Dispatch User Fees
001 General Fund						19,589.75	
						19,589.75	Claims: 19,589.75

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

01/27/2017 To: 01/31/2017

Time: 11:08:01 Date: 01/27/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
245	01/27/2017	Claims	7	EFT	Adept Escrow Services, Inc.	625,583.57	Paid EFT --Wire Funds To Payoff Hardung Water Right
001 General Fund						625,583.57	
						<u>625,583.57</u>	Claims: 625,583.57
						625,583.57	

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

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

02/01/2017 To: 02/01/2017

Time: 11:24:57 Date: 02/01/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
271	02/01/2017	Claims	7	35892	U.S. Post Office	212.15	Utility Bills (2/1/17) Postage
		401 Water Fund				106.07	
		402 Sewer Fund				106.08	
						<u>212.15</u>	Claims: 212.15

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

01/15/2017 To: 01/20/2017

Time: 14:25:15 Date: 01/20/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
146	01/15/2017	Payroll	7	EFT		2,092.75	
147	01/15/2017	Payroll	7	EFT		1,042.12	
148	01/15/2017	Payroll	7	EFT		497.69	
149	01/15/2017	Payroll	7	EFT		1,545.92	
150	01/15/2017	Payroll	7	EFT		1,257.99	
151	01/15/2017	Payroll	7	EFT		1,611.03	
154	01/15/2017	Payroll	7	EFT		2,395.23	
156	01/15/2017	Payroll	7	EFT		1,498.36	
157	01/15/2017	Payroll	7	EFT		1,823.57	
158	01/15/2017	Payroll	7	EFT		1,248.50	
159	01/15/2017	Payroll	7	EFT		161.40	
160	01/15/2017	Payroll	7	EFT		2,366.26	
161	01/15/2017	Payroll	7	EFT		1,333.88	
162	01/15/2017	Payroll	7	EFT		1,343.51	
163	01/15/2017	Payroll	7	EFT		2,124.15	
165	01/15/2017	Payroll	7	EFT		742.09	
166	01/15/2017	Payroll	7	EFT		1,572.01	
167	01/15/2017	Payroll	7	EFT		2,021.86	
168	01/15/2017	Payroll	7	EFT		161.40	
169	01/15/2017	Payroll	7	EFT		1,035.19	
170	01/15/2017	Payroll	7	EFT		2,432.35	
171	01/15/2017	Payroll	7	EFT		2,086.13	
172	01/20/2017	Payroll	7	EFT	Community First Bank	12,749.12	941 Deposit For 01/15/2017 - 01/15/2017
173	01/20/2017	Payroll	7	EFT	Department Of Retirement	7,957.61	01/15/2017 To 01/15/2017 - PERS 2; 01/15/2017 To 01/15/2017 - LEOFF 2; 01/15/2017 To 01/15/2017 - Deferred Comp; 01/15/2017 To 01/15/2017 - PERS 3
174	01/20/2017	Payroll	7	EFT	MT457-306685	500.00	01/15/2017 To 01/15/2017 - ICMA-457
152	01/15/2017	Payroll	7	35885		161.40	
153	01/15/2017	Payroll	7	35886		1,243.98	
155	01/15/2017	Payroll	7	35887		161.40	
164	01/15/2017	Payroll	7	35888		161.40	
175	01/20/2017	Payroll	7	35889	WSECU	275.00	01/15/2017 To 01/15/2017 - WSECU
						<hr/>	
001 General Fund						35,163.54	
101 Street						2,259.42	
401 Water Fund						9,430.16	
402 Sewer Fund						8,750.18	
						<hr/>	
						55,603.30	Payroll: 55,603.30

# CHECK REGISTER

City Of Connell  
MCAG #: 0286

01/31/2017 To: 02/05/2017

Time: 16:39:38 Date: 02/02/2017  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
278	01/31/2017	Payroll	7	EFT		1,913.91	
279	01/31/2017	Payroll	7	EFT		1,041.49	
280	01/31/2017	Payroll	7	EFT		1,542.99	
281	01/31/2017	Payroll	7	EFT		1,257.18	
282	01/31/2017	Payroll	7	EFT		1,609.60	
284	01/31/2017	Payroll	7	EFT		1,932.62	
285	01/31/2017	Payroll	7	EFT		1,497.83	
286	01/31/2017	Payroll	7	EFT		1,991.71	
287	01/31/2017	Payroll	7	EFT		1,129.63	
288	01/31/2017	Payroll	7	EFT		2,366.74	
289	01/31/2017	Payroll	7	EFT		1,365.68	
290	01/31/2017	Payroll	7	EFT		1,331.76	
291	01/31/2017	Payroll	7	EFT		1,728.57	
292	01/31/2017	Payroll	7	EFT		1,097.87	
293	01/31/2017	Payroll	7	EFT		1,521.76	
294	01/31/2017	Payroll	7	EFT		2,013.26	
295	01/31/2017	Payroll	7	EFT		1,015.61	
296	01/31/2017	Payroll	7	EFT		2,428.22	
297	01/31/2017	Payroll	7	EFT		2,086.14	
299	02/05/2017	Payroll	7	EFT	Community First Bank	12,013.15	941 Deposit For 01/31/2017 - 01/31/2017
300	02/05/2017	Payroll	7	EFT	Department Of Retirement	7,805.40	01/31/2017 To 01/31/2017 - PERS 2; 01/31/2017 To 01/31/2017 - LEOFF 2; 01/31/2017 To 01/31/2017 - Deferred Comp; 01/31/2017 To 01/31/2017 - PERS 3
301	02/05/2017	Payroll	7	EFT	MT457-306685	500.00	01/31/2017 To 01/31/2017 - ICMA-457
283	01/31/2017	Payroll	7	35893		1,145.33	
302	02/05/2017	Payroll	7	35894	AFLAC	269.76	01/01/2017 To 01/31/2017 - AFLAC Addtl (AT); 01/01/2017 To 01/31/2017 - AFLAC Pre-Tax
303	02/05/2017	Payroll	7	35895	AWC Employee Benefits Trst	22,988.63	01/01/2017 To 01/31/2017 - AWC; 01/01/2017 To 01/31/2017 - AWC Dental; 01/01/2017 To 01/31/2017 - AWC-Life
304	02/05/2017	Payroll	7	35896	American Legal Services	14.48	01/01/2017 To 01/31/2017 - ALS
305	02/05/2017	Payroll	7	35897	Colonial Life	902.26	01/01/2017 To 01/31/2017 - Colonial Life Pretax; 01/01/2017 To 01/31/2017 - Colonial Life-aftertax
306	02/05/2017	Payroll	7	35898	NW Admin. Transfer Acct.	8,236.20	01/01/2017 To 01/31/2017 - NW Administrator
307	02/05/2017	Payroll	7	35899	Teamsters Local Union # 839	290.00	01/01/2017 To 01/31/2017 - Union # 839
308	02/05/2017	Payroll	7	35900	WSECU	275.00	01/31/2017 To 01/31/2017 - WSECU
						52,099.44	001 General Fund
						3,271.82	101 Street
						16,221.89	401 Water Fund
						13,719.63	402 Sewer Fund
						85,312.78	Payroll:
							85,312.78



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MEMORANDUM

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**DATE:** FEBRUARY 6, 2017  
**TO:** MAYOR BLACKWELL, CITY COUNCIL, AND CITY ADMINISTRATOR  
**FROM:** ROSE COURNEYA, CLERK/TREASURER  
**RE:** 2016 YEAR END POSITION

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Year end for 2016 has now come to a close and we can see where we stand financially over all.

**001 General Fund:** There was a net gain of \$396,726.92. This is actually better than the budget projected. The additional revenues will be used to pay off debt. Reminder, some of the additional revenues generated in 2016 were from land sales. State Generated Licenses & Permits, Taxes and Misc revenues all came in higher than projected.

**002 General Reserve Fund:** There was a net gain of \$85,127.54. This fund is a holding account for the PS Criminal Justice money as well as for capital improvements for all departments of the General Fund. The Public Safety expenditure was much lower than projected due to not having a 7<sup>th</sup> officer for 11 months in 2016.

**101 Street Fund:** There was a net gain of \$13,663.92. In Street Operating, revenues came in slightly higher than projected for the motor vehicle fuel tax and received misc revenues. Operating cost came in slightly lower and many street projects were not funded in 2016.

**104 Hotel/Motel Fund:** Is showing a fund loss of **\$-6,105.25**, due to the capital purchase of the float and trailer.

**111 General Support Fund:** Account shows a net gain of 127,737.05. Payments are being received for interfund loans from the Water Fund and interest.

**300 Capital Facilities Fund:** There was a net gain of \$30,779.63. REET revenues came in much higher than projected.

**401 Water Fund:** There was a net loss of **\$-293,943.02**. The USDA loan was paid off in 2016.

**402 Sewer Fund:** There was a net gain of \$270,645.79. Revenues were up and expenditures were down.

**403 Solid Waste Fund:** There was a net gain of \$31,508.19. Solid waste began being billed by Basin Disposal as of January 2016. Revenues were still being received from utility bills being paid from the year 2015 into the first of the year in 2016.

**414-416:** Pass through accounts

**633 Remittance Clearing:** Pass through account

The ending fund balances look very good for 2016. This allowed the City to pay off approximately \$968,643.00 in debt. The Farm Bonds and Hardung are now officially paid off.

## 2016 END OF THE YEAR BUDGET POSITION TOTALS

Fund	Revenue		Expense		Spent	Net	Beginning Fund	
	Budgeted	Received	Budgeted				Balance	Ending Fund Balance
001 GENERAL FUND	2,098,800.00	2,260,071.35	2,114,140.00	1,863,344.43	88.14%	396,726.92	1,257,750.35	1,654,477.27
002 GENERAL RESERVE	147,700.00	159,874.61	161,400.00	74,747.07	46.31%	85,127.54	1,006,731.53	1,091,859.07
101 STREET	1,427,700.00	215,784.11	1,704,990.00	202,120.19	11.85%	13,663.92	452,534.06	466,197.98
104 H/M TAX FUND	12,350.00	13,052.38	24,340.00	19,157.63	78.71%	-6,105.25	45,150.75	39,045.50
111 GEN SUPPORT FUND	126,730.00	127,737.05	-	-	0.00%	127,737.05	852,824.66	980,561.71
300 CAPITAL FAC FUND	518,900.00	64,148.45	500,000.00	33,368.82	6.67%	30,779.63	196,736.45	227,516.08
401 WATER	1,447,920.00	1,670,290.94	2,021,700.00	1,964,233.96	97.16%	-293,943.02	1,199,564.05	905,621.03
402 WASTE WATER (SWR)	780,600.00	896,681.65	734,970.00	626,035.86	85.18%	270,645.79	1,359,599.49	1,630,245.28
403 SOLID WASTE	850.00	42,522.04	-	11,013.85	0.00%	31,508.19	104,773.49	136,281.68
414 DWSRF LOAN (CTED)	26,990.00	26,984.47	26,990.00	26,984.47	99.98%	0.00	0.61	0.61
415 W/S BOND RESERVE	-	-	106,760.00	106,760.00	0.00%	-106,760.00	245,720.61	138,960.61
416 W/S BOND REDEMP	815,930.00	797,076.85	814,470.00	796,738.10	97.82%	338.75	100,546.03	100,884.78
633 REMITTANCE CLRNG	48,950.00	27,694.20	48,950.00	28,034.66	57.27%	-340.46	6,353.32	6,012.86
	7,453,420.00	6,301,918.10	8,258,710.00	5,752,539.04	69.7%	549,379.06	6,828,285.40	7,377,664.46



City of Connell

EASTERN  
WASHINGTON'S  
HARVESTLAND

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MEMORANDUM

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**DATE:** FEBRUARY 11, 2016  
**TO:** MAYOR BLACKWELL & CITY COUNCIL  
**FROM:** MARIA PEÑA, City Administrator  
**RE:** **ORDINANCE NO. 975-2017 AMENDING CMC TITLE 2.30 PUBLIC RECORDS**

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With the changes in personnel there will be some items that come up that will need to be adjusted. One of those items is the Connell Municipal Code as it relates to the designation of the public records officer.

As City Clerk Treasurer I was named as the Public Records Officer. I would now like to pass that on to the new City Clerk Treasurer and designate her as the Public Records Officer.

Below is the current CMC with the changes proposed. I have also attached an updated copy of our Public Records Policy.

**2.30.010 Public Records Officer.** Any person wishing to request access to public records of the city, or seeking assistance in making such a request, should contact the public records officer of the city:

Public Records Office  
City of Connell  
PO Box 1200  
Connell, WA 99326-1200  
Telephone: (509) 234-2701  
Fax (509) 234-4140

**E-mail: [mariapena@centurytel.net](mailto:mariapena@centurytel.net)**

The **City Clerk Treasurer acting as the** public records officer will oversee compliance with the act, but another city staff member may process the request. Therefore, these rules will refer to the public records officer or designee. The public records officer or designee and the city will provide assistance to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records request from causing excessive interference with essential functions of the city.

**RECOMMENDATION:** Council move to adopt Ordinance No. 975-2017 amending Title 2.30.010 of the Connell Municipal Code.

**CITY OF CONNELL, WASHINGTON**

**ORDINANCE NO. 975-2017**

**AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON AMENDING  
TEXT TO CHAPTER 2.30 PUBLIC RECORDS OF THE CONNELL  
MUNICIPAL CODE**

**WHEREAS** the City Council of the City of Connell, Washington on July 20, 2009 adopted Ordinance No. 859- establishing Public Records Procedures and Policy; and

**WHEREAS** a revision is necessary delegating the responsibility and authority over public records to the City Clerk Treasurer as the Public Records Officer;

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

**Section 1:** Section 2.30.010 of the Connell Municipal Code is hereby amended to read as follows:

**2.30.010 Public Records Officer.** Any person wishing to request access to public records of the city, or seeking assistance in making such a request, should contact the public records officer of the city:

Public Records Office  
City of Connell  
PO Box 1200  
Connell, WA 99326-1200  
Telephone: (509) 234-2701  
Fax (509) 234-4140

The City Clerk Treasurer acting as the public records officer will oversee compliance with the act, but another city staff member may process the request. Therefore, these rules will refer to the public records officer or designee. The public records officer or designee and the city will provide assistance to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records request from causing excessive interference with essential functions of the city.

**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 February, 2017; and APPROVED by the Mayor this \_\_\_\_\_ day of February, 2017.

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

**ORDINANCE NO. 975-2017**  
**Public Records Request Page 2**

**ATTEST:**

\_\_\_\_\_  
**Rose Courneya, City Clerk, Treasurer**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Dan F. Hultgrenn, City Attorney**

**INTRODUCED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**PUBLISHED:** \_\_\_\_\_



## Connell's Public Records Requests Policy

### INTRODUCTION

This policy provides guidelines for responding to requests for public records. As a public agency, the City of Connell is obligated to make public records available to citizens. The City also has an equal responsibility to preserve all records and prevent disclosure of records protected by state law.

### DEFINITIONS

RCW 42.56.010 states that a public record includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agencies regardless of physical form or characteristics.

Public records may include any reports, working papers, correspondence, forms, photographs, film, recordings, drawings, computer and other machine-readable material, and other documents.

### POLICY NO. 1

*The City of Connell Provides Public Access to Public Records as Required by Chapter 42.56 RCW.*

All documents that meet the definition of public records will be made available, except those that are exempt from disclosure under RCW 42.56.210 or other applicable state laws or regulations.

### REQUESTING ACCESS TO RECORDS:

The office does not require written requests to review or obtain copies of records unless the request is lengthy or complex in nature. The request will be forwarded to the Public Records Officer.

Within five business days after receiving the request, the Public Records Officer will:

1. Provide the record(s); or
2. Acknowledge your request and give you a reasonable estimate of how long it will take to respond; or
3. Deny the request in writing, stating the reasons for the denial (this could also include a denial of part of your request and a granting of the remainder). As a public agency, we must cite the specific exemption from disclosure:

4. Once the records have been collected, they will be sent. Any records or portion of records that are exempt from disclosure will be redacted. We will specify the exemption that applies to any redactions.

#### **DOCUMENTATION OF REQUESTS:**

The Public Records Officer will maintain an electronic log of all requests received by the City. Team Managers must notify the Records Officer of all requests to ensure accurate documentation. This includes written and non-written requests, and notification when people visit offices and ask for records.

#### **PROTECTION OF PUBLIC RECORDS:**

In order to adequately protect public records, these guidelines shall be followed when providing access. Before access is provided, all records must be reviewed for any information that is protected by state law or regulation. Such information will be withheld and the specific reason for withholding it will be given to the requestor in writing.

1. Inspection of any public record will be conducted in the presence of an Office employee.
2. No public record may be marked or defaced in any manner during inspection.
3. Access to file cabinets, shelves, ect. is restricted to Office employees.
4. No public records shall be removed from the City Hall

#### **ACCESS TO AUDIT AND INVESTIGATION REPORTS AND WORKING PAPERS:**

Audit reports, whistleblower reports, and related working papers are not subject to disclosure until a final audit or investigation report has been issued.

Before whistleblower working papers are disclosed, the name(s) of the whistleblower and any information that could lead to the identity of a whistleblower by law should be redacted.

#### **RECORDS REQUESTED FOR COMMERCIAL PURPOSES:**

The City does not provide lists of individuals (e.g., roster of employees) for commercial purposed. If a request for such a list is made, the requestor must complete an Agreement Against Commercial Use.

#### **REQUEST TO CREATE INFORMATION:**

All requests for information that require the creation of summary reports or documents should be referred to the Public Records Officer. These requests will be handled on a case-by-case basis.

#### **ACCESS TO ELECTRONIC RECORDS:**

The Public Records Officer in consultation with other staff will determine when it is appropriate to provide records in electronic forms.

#### **CHARGES FOR COPYING RECORDS:**

The Office may charge a fee of .15 cents for each photo page, or paper copy of electronic records. However, fees shall normally be charged for only 50 or more pages. Actual costs for duplicating Tapes, CDs, will be charged according to state law (RCW 42.56.070 (7) and (8) and RCW 42.56.120. In the event that a requestor repeatedly abuses this privilege, the Public Records Officer may approve charges for all copies. The treasurer/clerk office will receive all payments for copy charges.

**NOTIFICATION OF AFFECTED PARTIES:**

Instances may arise in which information requested or sources of information are considered sensitive, however the information may not be exempt from disclosure. In these circumstances, it may be appropriate for the Public Records Officer to notify parties who could be affected by the disclosure.

**PUBLIC RECORDS OFFICER:**

The Public Records Officer, City Clerk/Treasurer Rose Courneya will respond to the public requests within five business days. If the need arises, the Public Records Officer may delegate certain duties to other office employees. If there are any questions about the elements of this policy, contact the City Clerk/Treasurer for clarification.

To request a public record, you may email, call, write, fax or ask for the records in person. Please make sure you submit a detailed description of the requested records/information to the following:

**Mailing Address:**

City of Connell  
Rose Courneya, Public Records Officer  
PO Box 1200  
Connell, WA 99326

**Phone:** (509)234-2701

**Fax:** (509) 234-4140

**E-mail:** rcourneya@connellwa.org



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**MEMORANDUM**

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**DATE: FEBRUARY 6, 2017**  
**TO: COUNCILMEMBERS & MAYOR**  
**FROM: PUBLIC WORKS DIRECTOR LARRY TURNER**  
**RE: TIB RELIGHT WA GRANT AGREEMENT**

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As council may remember that staff requested to go for a LED light grant through TIB, and in Mid January I received notice that we were awarded the grant.

Before you tonight is the Grant agreement and I'm asking council approval for the Mayor to sign and we can move forward to changing all our street lights out to LED's this year.

**OPTIONS: 1) Move to approve the Mayor to sign the TIB Relight WA Grant Agreement 2) Do not approve 3) Defer action to a later date.**

**RECOMMENDATION: 1) Move to approve**



City of Connell  
S-E-926(001)-1  
LED Streetlight Conversion

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Connell  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Connell, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of One Hundred Eleven Thousand One Hundred AND NO/100 dollars (\$111,100) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in to a determined payment plan.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

#### 9. DEFAULT AND TERMINATION



### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT



The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

**14. 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 persons authorized to bind each of the Parties.

**15. INDEPENDENT CAPACITY**

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

**16. ENTIRE AGREEMENT**

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved as to Form

By:           SIGNATURE ON FILE          

ANN E. SALAY  
Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



# City of Connell

EASTERN  
WASHINGTON'S  
HARVESTLAND

## MEMORANDUM

**DATE:** FEBRUARY 6, 2017  
**TO:** COUNCILMEMBERS & MAYOR  
**FROM:** POLICE CHIEF CHRIS TURNER  
**RE:** SURPLUS CITY VEHICLES

**I am requesting you to declare two city vehicles as surplus city property.**

- 1. 2009 Ford Crown Victoria Police Interceptor VIN# 2FAHP71V49X129302**
- 2. 2008 Ford Crown Victoria Police Interceptor VIN# 2FAFP71V58X156000**

**The 2009 & 2008 Ford's have been replaced by 2017 Ford Interceptor SUV's, which arrived a few weeks ago.**

**OPTIONS:** 1) Move to approve the two city vehicles as surplus city property. 2) Do not approve. 3) Defer action to a later date.

**RECOMMENDATION:** 1) Move to approve the vehicles as surplus city property.



**City of Connell**

**EASTERN  
WASHINGTON'S  
HARVESTLAND**

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**MEMORANDUM**

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**DATE: FEBRUARY 6, 2017**  
**TO: MAYOR AND COUNCILMEMBERS**  
**FROM: LARRY TURNER, PUBLIC WORKS DIRECTOR**  
**RE: CES 2017 LAND TREATMENT SYSTEM CONSULTING SERVICE**

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Cascade Earth Sciences have been doing our annual crop management plan for us the past several years. This proposal is for soil sampling and preparing the City of Connell's 2017 Irrigation and Crop Management Plan as required in the City's State Waste Discharge Permit. Total estimated cost is \$9,800.00.

**OPTIONS:** 1) Move to approve the contract with Cascade Earth Sciences 2) Do not approve 3) Defer action to a later date.

**RECOMMENDATION:** 1) Move to approve contract



12720 E Nora Avenue, Suite A  
Spokane Valley, WA 99216 USA  
P: 509.921.0290 | cascade-earth.com

January 27, 2017

Mr. Larry Turner  
City of Connell  
P.O. Box 1200  
104 E. Adams Street  
Connell, WA 99326-1200

**SUBJECT: Proposal for Preparation of the 2017 Irrigation and Crop Management Plan and Soil Monitoring**

Dear Mr. Turner:

Cascade Earth Sciences (CES) is pleased to present this proposal for preparing the City of Connell's (City) 2017 Irrigation and Crop Management Plan (ICMP) and conducting the soil monitoring as required in the City's State Waste Discharge Permit No. ST 5342 (Permit).

## **Background**

The City operates a land treatment system for its treated wastewater. The City's Permit requires an ICMP, which includes an Annual Summary of Farm Operations for the previous year to meet Permit Section S8.A and a Cropping Schedule for the upcoming year to meet Permit Section S8.B. The ICMP is designed to summarize and evaluate the previous year's (2016) monitoring data and provide plans for the upcoming cropping year (2017). The high sodium concentration in the wastewater necessitates soil monitoring in the spring to plan for soil amendment applications and the Permit requires soil sampling in the fall.

The City has requested that CES prepare this proposal to provide the 2017 ICMP and soil monitoring. CES has been assisting the City with these tasks since 2005.

## **Objectives**

This proposal has been prepared to achieve the following objectives:

1. Prepare the 2017 ICMP.
2. Conduct spring 2017 soil sampling and analysis.
3. Conduct fall 2017 soil sampling and analysis.

## **Scope of Work**

### **Task 1 2017 ICMP Preparation**

CES will prepare the 2017 ICMP for the City. The ICMP will contain two sections, the Farm Operations Summary (previous year's performance) and the Cropping Schedule (plans for the upcoming year).



The Farm Operation Summary will contain appropriate text and tables summarizing the 2016 wastewater quality and irrigation flows, land treatment system nitrogen balance, total dissolved solids/salts balance, water balance, and the other monitoring data required in the City's Permit.

The Cropping Schedule will contain appropriate text and tables for describing the operating plans for 2017. The report will use the design flow and quality for the treated wastewater or estimates supplied by the City, plus information provided from the existing cropping at the site to project the irrigation scheduling and nitrogen balance.

CES will provide a draft report to the City for review and comment prior to submittal to the State of Washington Department of Ecology (Ecology). Once the City's comments have been incorporated, CES will finalize and submit the report to Ecology on behalf of the City by April 1, 2017.

**Subtotal Task 1: \$5,000.00**

#### **Task 2 Spring 2017 Soil Monitoring**

CES will collect and submit soil samples from Pivots 1 and 2 to Kuo Testing Labs in Othello, Washington for analyses as part of the City's land treatment system performance monitoring. This sampling event is not required by the Permit, but is crucial to monitor excess soil sodium for soil amendment recommendations, if necessary. We will collect soil samples from representative locations in each Pivot, consistent with past sampling events, and verified by global positioning system (GPS). Collecting the samples from the same location area allows us to consistently detect changes in soil properties, which is necessary for trend observation.

CES will collect and composite separate sets of samples for soil depths of 1, 2, and 3 feet below ground surface and submit the samples for analyses of extractable sodium, calcium, and magnesium; pH, saturation paste extract electrical conductivity; sodium adsorption ratio, and calculated exchangeable sodium percentage. Soil sampling results from fall 2016 indicate sodium-affected soils at both Pivots necessitating the need to sample in spring 2017. Additionally, the City is considering a soil amendment application on Pivot 1 in 2017, and testing the soil before the amendment application is important to track the efficacy of the products applied in correcting the sodium impacts in the soil.

CES will submit the soil samples to Kuo Testing Labs in Othello, Washington. As a value added service to the City, CES has arranged for analytical service costs to be invoiced through CES. The benefit to the City is reduced invoice processing and billing accuracy review by CES.

CES will review the soil analytical results to confirm the need for soil amendment(s) (gypsum and/or sulfur) on the land treatment system. If soil amendments are needed, we will inform the City. The most recent recommendation was submitted to the City on August 27, 2015. The 2015 recommendation is still appropriate, and therefore, a recommendation is not anticipated or budgeted in this proposal. If an updated recommendation or amendment application



management is requested by the City and the project budget is insufficient to cover the cost of the recommendation, CES will request a change order.

**Subtotal Task 2: \$2,000.00**

### **Task 3   Fall 2017 Soil Monitoring**

CES will collect soil samples from Pivots 1 and 2 and submit them to Kuo Testing Labs in Othello, Washington for analyses. CES will collect soil samples that are representative of the site and consistent with the location of previous sampling based on GPS records.

The Permit requires that soil samples be analyzed for depths 1, 2, 4, and 6 feet below ground surface. However, to better assess changes in soil properties throughout the soil profile for management purposes, CES proposes to also collect, and submit for analysis, samples from the 3- and 5-foot depths below ground surface bringing the total to twelve samples.

We will have the soil samples analyzed for the parameters required by the Permit; however, additional parameters are suggested for testing to include percent moisture (for calibration of the water balance) and sodium adsorption ratio (to continue monitoring soil sodium trends).

**Subtotal Task 3: \$2,800.00**

### **Assumptions and Limitations**

The following assumptions have been used to prepare the proposed scope of work and cost estimate. Should differences from these assumptions be required or encountered, CES will discuss the project cost implications with the City.

- The City will provide the necessary monitoring data for the ICMP to CES by February 8, 2017.
- CES is not responsible for reporting required monitoring data that is not provided to CES by the City. If required data is not provided to CES, we will contact the City to discuss whether the data exists.
- Budget does not include a response to Ecology comments on the ICMP (Task 1) as the level of effort is not known until comments are received. Should the City desire CES staff to engage in crafting the response, we will find a mutually agreeable scope and CES will request a change order.
- The City will provide CES access to the site to perform soil sampling.
- The total estimated project costs can be used across all tasks as needed and requested by the City.



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## Project Cost

**Total Estimated Project Cost: \$9,800.00**

CES will honor the quoted cost estimate for thirty (30) days from the date of this estimate and thereafter reserves the right to make any necessary modifications.

## Schedule

Upon authorization CES can begin the 2017 ICMP, which must be submitted to Ecology no later than April 1, 2017. CES will complete and submit to the City the draft 2017 ICMP for review by March 21, 2017. The final report will be completed within one workday of receiving comments from the City unless substantial changes are requested and more time is needed. Spring 2017 soil sampling will be scheduled in March before irrigation occurs. Fall 2017 soil sampling will be scheduled in November 2017.

## Quality

CES is committed to providing quality products and services that consistently meet or exceed our clients' expectations.

## Safety

CES is committed to its safety mission: "A passion for world-class safety: excellence in execution, employee commitment, innovation, exceptional communications...globally." CES employees will apply the principles of this mission to ensure that safety is a priority for the duration of the project and for everyone involved in its completion.

## Compensation

The attached cost estimate is not a lump sum. Total estimated costs are based on available information used to develop the scope of work and are a "good faith" estimate of charges that will not be exceeded without additional authorization by the Client. Actual billings will be based on a time and materials basis per the Schedule of Fees attached. CES reserves the right to change our Schedule of Fees on a yearly basis to reflect inflation and any increase in the cost of conducting business. Project related outside services and other direct expenses, as well as the markup associated with these items, are included in the overall cost of the project. If variables unknown at this time become apparent during the course of performing the services outlined and it is shown that additional staff time, materials, testing, etc. will be required; CES will suspend work until a revised Work Authorization has been signed by the Client authorizing CES to proceed. The cost quotes contained in this proposal do not include sales or other applicable taxes. If it is determined that taxes are required, they will be in addition to cost quotes provided. All invoices net 30 days, 18% per annum.

## Terms and Conditions

All work under this authorization shall be in accordance with the attached Terms and Conditions, 1 through 16. Work will commence upon receipt of this signed document at our



Spokane field office. Please retain a copy of this proposal, with attached CES Schedule of Fees and Terms and Conditions, for your files.

If this proposal meets with your approval, please sign and return the signature page (via scan/email, fax, or postal service) or provide us with a Purchase Order referencing CES proposal number P201623026 and the contract amount as our authorization to proceed. Please retain a copy of this proposal for your records. Please contact me at (509) 921-0290 if you have any questions or comments. We look forward to working with you.

Sincerely,  
CASCADE EARTH SCIENCES

A handwritten signature in blue ink, appearing to read "S. Venner", with a long horizontal flourish extending to the right.

Steven L. Venner  
Managing Scientist

SLV/bs

Enc: Schedule of Fees  
Terms and Conditions (negotiated)  
PPN: P201623026  
Doc: P201623026 City of Connell 2017 Services.docx



## **SCHEDULE OF FEES**

### **Professional Services\***

- |   |            |
|---|------------|
| • Administrative Support / Field Technician | \$65/hour  |
| • Administrative Coordinator                | \$74/hour  |
| • Technician / Drafter / Technical Editor   | \$83/hour  |
| • Technician II / Engineering Designer      | \$96/hour  |
| • Environmental Scientist                   | \$98/hour  |
| • Staff                                     | \$104/hour |
| • Staff II                                  | \$109/hour |
| • Project                                   | \$115/hour |
| • Project II                                | \$127/hour |
| • Senior                                    | \$140/hour |
| • Senior II                                 | \$146/hour |
| • Managing                                  | \$153/hour |
| • Managing II                               | \$168/hour |
| • Principal                                 | \$198/hour |
- Expert testimony @ 150% of the above rates

\*Professional staff including soil scientists, hydrologists, geologists, engineers, biologists, and contract administrators

### **Reimbursables**

Expenses associated with the performance of services, including but not limited to:

- Company-owned equipment, meals and lodging, and project materials as proposed
- Mileage @ \$0.62/mile

### **Outside Services**

Subcontracted services and equipment rental as proposed.

### **Taxes**

Sales and other applicable taxes will be charged when necessary to meet tax requirements.

### **Payment**

Invoices are to be paid within 30 days from date of invoice.  
Interest on late payments @ 18% per annum.

## **TERMS AND CONDITIONS** (negotiated Nov 10, 2015)

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- 1.0 PAYMENT TERMS** ~ All invoices are due within 30 days from the date of the invoice. A finance charge of 1.5% may be assessed on the unpaid balance, if payment is not received within the 30-day period.
- 2.0 CREDIT APPROVAL** ~ Cascade Earth Sciences, Ltd. dba (Company) reserves the right to deny any signed Authorization based upon a credit evaluation by Company credit/collections department. Client will be notified in writing of such credit denial.
- 3.0 NOTICE** ~ Any notice to be given under this Authorization shall be delivered in person or mailed to the representative executing the Authorization. Every notice given shall be effective when received.
- 4.0 APPLICABLE LAWS** ~ Both parties to this Authorization shall at all times comply with applicable laws, ordinances, statutes, rules, or regulations including those relating to wage, hours, fair employment practices, anti-discrimination, and project specific safety plans.
- 5.0 INSURANCE** ~ Company maintains commercial general liability coverage of \$1,000,000 per occurrence and \$2,000,000 in aggregate, automobile insurance coverage of \$1,000,000, workers compensation/employers liability is maintained as required by law, and professional liability and pollution insurance coverage of \$2,000,000 per occurrence and in aggregate. Certificate of insurance are provided upon request. Specific project insurance requirements are negotiated as required. Any additional fees associated with "project specific" insurance requirements, which are above and beyond the normal insurance coverage Company maintains, will be added to the overall cost of the project.
- 6.0 INDEMNIFICATION** ~ Client shall indemnify and hold harmless Company from and against all claims and actions, including reasonable attorney fees and costs incident thereto, based on or arising out of the negligent actions or omissions of the City of Connell (City). Company shall indemnify and hold harmless the City from and against all claims and actions, including reasonable attorney fees and costs incident thereto, based on or arising out of, negligent actions, omissions, or misconduct of Company.
- 7.0 LIMITATION OF LIABILITY** ~ In no event shall Company have any liability (whether in contract, tort [including negligence], or otherwise), for any damages for lost profits, lost savings, loss of use, business interruption, environmental impairment, lost or damaged files or data, or otherwise for any special, incidental, or consequential damages in connection with this transaction, even if Company has been advised of the possibility of such damages. Company liability for damages, from any causes whatsoever, and regardless of the form of action, will be limited to the actual damages proven. Notwithstanding anything herein to the contrary, neither Client nor Company nor any of their respective officers, directors, employees, or agents shall be liable for losses constituting treble, exemplary, or punitive damages.
- 8.0 PREVAILING PARTY** ~ In the event of any legal action or proceeding between the parties, the prevailing party shall be entitled to court costs, reasonable attorney fees, and expenses in any such action or proceeding including an appeal therefrom. If Company institutes collection proceedings for late payments, the award shall include a sum for reasonable collection costs.
- 9.0 NOTICE TO STOP WORK OR RIGHT TO FILE LIEN** ~ In the event the account becomes delinquent (60-90 days outstanding from the date of the invoice), Company reserves the right to pursue collections and work will be stopped on the project. Nothing herein shall prevent from timely filing of a lien on its own behalf to secure payment of the money due under this Authorization, should it be deemed necessary.
- 10.0 CONFIDENTIALITY** ~ Both parties agree not to disclose to third parties confidential information, proprietary information, or trade secrets which have been provided to the other, have not been previously

disclosed to outside third parties, or is not in the public domain without the other parties prior written permission. Provided that the City shall disclose any confidential information it is required to disclose under the Washington Public Records Act, other law or regulation, or by court order.

**11.0 GOVERNING LAW** ~ These terms and conditions shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of Washington.

**12.0 EQUAL OPPORTUNITY EMPLOYER** ~ Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**13.0 STATUTE OF LIMITATIONS** ~ No legal action, regardless of form, arising out of this Authorization may be brought more than two (2) years after the cause of action occurred.

**14.0 ACCESS TO PROPERTY - LOCATION OF UNDERGROUND FACILITIES** ~ It is the sole responsibility of the Client to ensure that Company access to the property is granted by all parties involved. Also, the Client is responsible for determining if excavations, borings, etc., which are proposed by Company, are in an area that will not affect or be impacted by buried utilities, tanks, or other objects of functional value.

**15.0 SEVERABILITY** ~ In the event any term or section of these terms and conditions is held to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions shall not be effected and these terms shall be construed and enforced as if they did not contain the particular term or provision.

*Any Company contract may be canceled for nonpayment of fees and all Company duties, expressed or implied by the contract, are revoked at cancellation.*