

Connell City Hall
104 E. Adams Street

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

REGULAR MEETING
March 20, 2017

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 March 6, 2017
 - b) Accounts Payable 3/20/17 for \$108,119.53
 - c) Payroll Register 3/15/17-3/20/17 for \$56,149.99
 - d) Cost Benefit Analysis Consultant Agreement
6. PRESENTATIONS FOR COUNCILMEMBERS
Chief of Police Chris Turner
 7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. ORDINANCE NO. 976-2017- Providing for Telecommunications Franchise
9. RESOLUTION NO. 2017-02- Addition of Court Clerk Position - Discussion
10. Pool Update
11. Electric Vehicle Charging Station: Letter of Support
12. Leasing of City Property
13. Amending Letter of Intent for Franklin Co. Hospital District
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

March 6, 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: Mayor Pro Tem Huber, Ray Minor, Katherine Silva, Rhonda Quinton, and Joe Escalera.

STAFF: City Administrator Maria Peña, City Clerk/Treasurer Rose Courneya, Public Works Director Larry Turner, Fire Chief Chris Schulte, and City Attorney Dan Hultgrenn.

VISITORS: Citizens; John White, Pat Barrera, Pam Moon, and Manny Choi. Franklin County Graphic; Katherine Bingham Trowbridge.

CONSENT CALENDAR

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

- a) Minutes of the Regular Council Meeting February 21, 2017
- b) Accounts Payable March 6, 2017 for \$39,346.79
- c) Check Register March 1, 2017 for \$211.01
- d) Payroll Register 2/28/17-3/05/17 for \$92,915.08

Councilmember Escalera seconded motion. Motion carried unanimously.

CORRESPONDENCE

Pamela Welch Moon presented and read a letter to Council expressing her great concern over the recent process the City Administrators had chosen to take with regards to water payment delinquencies and shut off procedures.

Mayor Blackwell stated Franklin County Planning and Building department sent the city a notice of a pending short plat Public Hearing for the approval of a two-lot short plat.

APPROVAL OF AGENDA

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

ORDER OF BUSINESS

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS-STEPHANIE SEAMANS, TANA DOLE AND GEOFF WAGNER

Stephanie Seamans introduced herself as the Community & Economic Development Manager for Benton Franklin Council of Governments. Ms. Seamans addressed the Council and gave an

MEETING OF THE CITY OF CONNELL
Regular Meeting – March 6, 2017

overview of the organization. Benton-Franklin Council of Governments was able to provide a help with a wide range of services and programs on Economic Development. She explained that Council of Governments was 50 years old and it had come together as different jurisdictions that needed a way to work together on important issues of the whole region. She provided that there were two main agency functions with three separate pieces which are Transportation, Economic Development, and Community Development.

Ms. Seamans continued to describe the work the Community and Economic Development Departments provided. In Economic Development they operate with community partners and their projects and provide economic guidance to local businesses, to help create new opportunities for the communities they serve. They also help with loan programs for small businesses. Those loans could be used to finance a wide variety of business needs including the purchase of land, buildings, equipment, and more. In Community Development the department provided resources that contributed to community development, improving quality of life for area residents.

In the Transportation Department Tana Dole, Transportation Programs Manager, spoke along with Geoff Wagner, Transportation Planning Specialist II, on the agency's achievements. They mentioned the office serves as the Metropolitan Planning Organization (MPO) for the Tri-Cities area in southeastern Washington State.

INDIRECT COST ALLOCATION PLAN-APPROVAL

Attached for Council was a proposed indirect cost allocation plan for the City. City Administrator Maria Peña stated this was a recommendation from the City's last audit. The auditors had asked the City to provide an indirect cost allocation plan in writing stating how staff allocated indirect cost. City Clerk Treasurer Rose Courneya had been working with State Auditors on this plan and it was also sent to them for their review. This plan was a way to allocate the cost for services and salaries of employees that performed job functions that affected several funds. The State Auditor's Office audit and monitor this closely and made sure the City was not taking money from one fund to benefit another fund they preferred to see a basis for calculating those percentages. Staff did track their own time and made a great effort in properly allocating the cost of all expenses.

Motion: Councilmember Silva moved to approve the City adopt the Indirect Cost Allocation Plan as presented. Councilmember Minor seconded motion. Motion carried unanimously.

COST BENEFIT ANALYSIS-SELECTION OF CONSULTANT

City Administrator Maria Peña explained that in moving forward with the Railroad Interchange Project she had submitted a grant to Franklin County for 09 Economic Development Funds for a Cost/Benefit Analysis. She stated that the City was awarded the grant in the amount of \$10,000 and the next step was to select a consultant to provide the Analysis.

Mrs. Peña requested proposals from three consultants off the MRSC Roster and all had rail experience. She received two proposals. One was received from BST Associates and the other was from The Beckett Group. Mrs. Peña stated they both were excellent consultants and had experience with rail projects. BST's proposal came in at \$9,840 and included one trip to Connell for \$1,800 to meet with key individuals. The Beckett Group's proposal came in at \$7,500 for the

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CBA and then offered other services in support of the CBA. City Administrator Peña recommended selecting The Beckett Group as the consultant for the Rail Interchange Cost Benefit Analysis.

Motion: Councilmember Mayor Pro Tem Huber moved to select The Beckett Group as the consultant for the Rail Interchange Cost Benefit Analysis. Councilmember Escalera seconded motion. Motion carried unanimously.

APPOINTMENTS

Mayor Blackwell appointed Jay Patel to the Planning Commission Board.

Motion: Councilmember Silva moved to approve the appointment for Jay Patel to the Planning Commission Board. Councilmember Minor seconded motion. Motion carried unanimously.

COMMITTEE / DEPARTMENT REPORTS

CITY ADMINISTRATOR- Maria Peña

- 1) Announced to Council that Accounting Clerk Jeri Reinauer had resigned from the City and new employee Ivan Barragan was hired.
- 2) AWC Scholarship was due by March 9; students interested could contact City Hall or Esther Daza Bailie at Connell High School for more information.
- 3) In regards to Pam Moon's letter due to staff changes, communication was missed in between duty transitions. The City had enforced the code stricter than in the past.

CITY COUNCIL CLOSING REMARKS

Councilmember's Remarks:

- 1) Councilmember Escalera commented in regards to Pam Welch Moon's letter. He asked how many delinquent tags were sent out to be delivered. He stated he would not change the code to keep as is.
- 2) Councilmember Quinton asked if staff sent out a notice to The Connell Graphic to notify residents that city utility code would be enforced.
- 3) Councilmember Minor stated if there was a way to change the code to fix it for everyone he would but that could end up always changing the code.
- 4) Councilmember Silva thanked staff for all their hard work.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Blackwell adjourned the meeting at 7:22 pm

ATTEST: _____
Marissa Canales, Accounting Clerk

Bruce Blackwell, Mayor

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 03/20/2017

Time: 12:58:21 Date: 03/17/2017
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
16542	03/20/2017	03/20/2017	AM Hardware	480.60	Fire Dept Exterior Door Omni Lock Repair
16534	03/20/2017	03/20/2017	B/F Health Dist. Dept.	544.00	Labs
16526	03/20/2017	03/20/2017	Bank of America/EFT, Merchant Services	400.82	February Credit Card Fees
16522	03/20/2017	03/20/2017	Basin Disposal Inc.	190.01	Park And Public Works Shop
16564	03/20/2017	03/20/2017	Budget Print Center Inc.	44.82	Business Cards- Ivan Barragan
16535	03/20/2017	03/20/2017	Central Hose & Fittings	97.19	Hose And Hydraulic Parts
16525	03/20/2017	03/20/2017	City Of Connell	17,114.33	February Utilities, Fire Suppression, Utility Tax
16519	03/20/2017	03/20/2017	Connell Grange Supply Co.	7.55	Fire Dept Maintenance
16532	03/20/2017	03/20/2017	Connell Grange Supply Co.	344.07	Fuel & Parts
16537	03/20/2017	03/20/2017	Connell Oil Inc./CO-Energy	1,164.93	Fuel
16552	03/20/2017	03/20/2017	Consolidated Technology Services	17.45	Monthly VPN
16538	03/20/2017	03/20/2017	Coyote Ridge Corrections	691.25	Inmate Crews
16539	03/20/2017	03/20/2017	Desert Winds Wireless	45.00	WW Plant Internet
16549	03/20/2017	03/20/2017	Flatau, Paul	250.00	Refund Of Deposit For Event Held At The Comm.Center On 3/6/17
16563	03/20/2017	03/20/2017	Franklin Co Pud	22,042.71	February Electricity Bills
16529	03/20/2017	03/20/2017	Franklin Co Treasurer	26.20	Feb. victim Assessment
16554	03/20/2017	03/20/2017	Galls, LLC	68.90	Uniform Equipment
16543	03/20/2017	03/20/2017	HD Supply Waterworks, LTD	15,469.79	Water Parts
16540	03/20/2017	03/20/2017	Hach Company	6,480.86	Influent Sampler
16530	03/20/2017	03/20/2017	Intermedia.net Inc.	124.44	Viop Feb
16551	03/20/2017	03/20/2017	Jiffy Car Wash, Inc.	10.63	Car Wash
16544	03/20/2017	03/20/2017	Lopez, Jose A.	33.30	Lunch Reimbursement For Pesticide Class
16545	03/20/2017	03/20/2017	NWCS/EORS #3	505.54	Ice Melt
16553	03/20/2017	03/20/2017	Psychological Consultants, Inc.	550.00	St.Peter Psych Eval
16531	03/20/2017	03/20/2017	Quill	301.32	Office Supplies
16550	03/20/2017	03/20/2017	SoundOff Signal GSA	27,703.51	Emergency Equipment & Installation For #173, 174 & 178
16521	03/20/2017	03/20/2017	St.of Washington Dept Of Revenue-EFT	7,372.23	February Excise Taxes
16546	03/20/2017	03/20/2017	Timken Motor & Crane Service LLC	2,459.03	Grinder Motor
16533	03/20/2017	03/20/2017	Turner, Larry	132.96	Reimburse For Computer Parts
16523	03/20/2017	03/20/2017	U.S. Bank N.A.	32.00	Safekeeping Fee
16548	03/20/2017	03/20/2017	Utilities Underground	5.16	Locates
16547	03/20/2017	03/20/2017	Verizon Wireless	1,069.57	Cell Bill
16520	03/20/2017	03/20/2017	WA Finance Officers Assoc	125.00	Cash Basis Accounting Class For Rose
16524	03/20/2017	03/20/2017	WA Finance Officers Assoc	125.00	WFOA BARS Training- Genesis 4/27/17, Walla Walla
16528	03/20/2017	03/20/2017	WA St Treasurer Office	1,859.86	February Remittance
16527	03/20/2017	03/20/2017	Xpress Bill Pay/EFT	229.50	February Fees
Report Total:				108,119.53	

CHECK REGISTER

City Of Connell
MCAG #: 0286

03/15/2017 To: 03/20/2017

Time: 14:42:57 Date: 03/15/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
915	03/15/2017	Payroll	7	EFT		1,631.63	
916	03/15/2017	Payroll	7	EFT		876.76	
917	03/15/2017	Payroll	7	EFT		1,042.02	
918	03/15/2017	Payroll	7	EFT		497.69	
919	03/15/2017	Payroll	7	EFT		1,557.59	
920	03/15/2017	Payroll	7	EFT		1,258.05	
921	03/15/2017	Payroll	7	EFT		1,609.14	
924	03/15/2017	Payroll	7	EFT		1,771.53	
926	03/15/2017	Payroll	7	EFT		1,497.83	
927	03/15/2017	Payroll	7	EFT		1,740.92	
928	03/15/2017	Payroll	7	EFT		1,207.19	
929	03/15/2017	Payroll	7	EFT		161.40	
930	03/15/2017	Payroll	7	EFT		2,365.73	
931	03/15/2017	Payroll	7	EFT		1,321.88	
932	03/15/2017	Payroll	7	EFT		1,333.72	
933	03/15/2017	Payroll	7	EFT		1,592.14	
935	03/15/2017	Payroll	7	EFT		1,137.06	
936	03/15/2017	Payroll	7	EFT		1,397.86	
937	03/15/2017	Payroll	7	EFT		2,014.58	
938	03/15/2017	Payroll	7	EFT		161.40	
939	03/15/2017	Payroll	7	EFT		1,019.89	
940	03/15/2017	Payroll	7	EFT		1,015.61	
941	03/15/2017	Payroll	7	EFT		2,405.91	
942	03/15/2017	Payroll	7	EFT		2,082.22	
943	03/20/2017	Payroll	7	EFT	Community First Bank	12,633.81	941 Deposit For 03/15/2017 - 03/15/2017
944	03/20/2017	Payroll	7	EFT	Department Of Retirement	7,870.51	03/15/2017 To 03/15/2017 - PERS 2; 03/15/2017 To 03/15/2017 - LEOFF 2; 03/15/2017 To 03/15/2017 - Deferred Comp; 03/15/2017 To 03/15/2017 - PERS 3
945	03/20/2017	Payroll	7	EFT	MT457-306685	500.00	03/15/2017 To 03/15/2017 - ICMA-457
922	03/15/2017	Payroll	7	36068		161.40	
923	03/15/2017	Payroll	7	36069		1,186.72	
925	03/15/2017	Payroll	7	36070		161.40	
934	03/15/2017	Payroll	7	36071		161.40	
946	03/20/2017	Payroll	7	36072	Case # 2549720 WA State Support Registry	500.00	03/15/2017 To 03/15/2017 - Child Support
947	03/20/2017	Payroll	7	36073	WSECU	275.00	03/15/2017 To 03/15/2017 - WSECU
						000	-156.71
						001 General Fund	35,159.70
						101 Street	2,247.87
						401 Water Fund	9,776.31
						402 Sewer Fund	9,122.82
						56,149.99	Payroll: 56,149.99

CONSULTANT AGREEMENT

This Independent Contractor Agreement (“Agreement”) is effective as of May 10th, 2017 by and between the City of Connell (“City”) and The Beckett Group (“Consultant”).

I. *Services*

Consultant shall work on behalf of the City to prepare a Cost Benefit Analysis and supporting documents for future funding applications:

- Review of all current project documents including the FY 16 FASTLANE application.
- Prepare a Cost Benefit Analysis (CBA) following the current Federal requirements as described by USDOT in the Benefit-Cost Analysis Analyses Guidance for Applicants. <https://www.transportation.gov/buildamerica/fastlanegrants/bca-and-project-readiness-guidance> This task will include the development of the excel spreadsheet and the CBA required narrative. The analysis will be based upon the federal guidance on how to monetize social benefits for a project. It must be noted that public benefits for this project may be difficult to monetize. To be competitive, a 1:1 ratio of Costs : Benefits must be achieved that can be replicated by USDOT Economists.
- An independent review of the FY16 FASTLANE application with recommendations on how to enhance that application to comply with the FY 17 FASTLANE Notice of Available Funds (NOFA). Although, the FASTLANE program has not changed over the prior two rounds, it may be helpful to get a detailed plan for preparing for the next federal funding round.
- The development of a Funding Plan for the project.

II. *Operations*

- The primary City contact for these services is: Maria Peña
- The City shall provide the Consultant with assistance and information, including any project details as needed in a timely manner.
- Consultant and City shall maintain communication to assure complete and transparent sharing of information about progress and changes.
- The Consultant shall maintain good and complete records throughout the work covered by this agreement. Such records shall be the property of the City.

III. *Consulting Fees and Expenses*

City shall pay Consultant \$150 per hour with a not to exceed limit of \$10,000. City shall also reimburse Consultant for all necessary, appropriate and reasonable out-of-pocket expenses incurred by or on behalf of Consultant in connection with the Services performed hereunder upon its receipt of a signed itemized list of such expenses with appropriate back-up documentation, including original receipts.

IV. *Invoices/Payment*

Consultant shall furnish City with invoices itemizing in reasonable detail, the Services performed, time spent, and amount owed for fees and expenses. City agrees to pay Consultant within 30 business days after receipt of each invoice. The City may withhold any payment otherwise due the Consultant on account of (1) unsatisfactory Services not remedied; or (2) claims filed. The City will, in all instances, be the interpreter of the requirements of the Services per this Agreement.

V. Responsibilities.

City shall have final control and approval over the content and presentation of any and all proposals and reports prepared for it by Consultant. City agrees to review in a timely manner all materials prepared for City by Consultant and to correct any inaccuracies and notify Consultant of any changes needed. Neither review nor approval by the City of the Consultant's work shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Consultant from liability to the City.

Professional Manner

The Consultant covenant and agrees that in all matters pertaining to the performance of carrying out Services on the City's premises the Consultant shall at all times conduct his/her business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, color, religion, sex or national origin, and, in particular, (1) the Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or religious minorities, and (2) the Consultant will comply in good faith with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, color, religion, sex or national origin.

Insurance

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies.

- Comprehensive general liability insurance and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000 combined single limit for personal injury, death or property damage in any one occurrence and \$2,000,000 aggregate.
- Professional Liability, Errors and Omissions (E & O) Insurance, with minimum liability limits of \$1,000,000 for issues which may arise out of or result from the Consultant's operations under this Agreement, whether such operations be by the Consultant or anyone directly or indirectly employed by any of them or as required by Law, whichever is the greater. Continuation of professional liability coverage will be required for at least three years after the completion of the project.
- Such workmen's compensation and other similar insurance as may be required by law.

Indemnification

The Consultant shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Consultant, its officers, agents, employees, or any of

them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

Assignment

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

VI. Proprietary Rights.

Consultant agrees that any written materials, reports, finished proposals, research, ideas, processes or programs, improvements, technical information, and other data and materials resulting from Services provided hereunder, as well as the right to use, reproduce, exhibit, distribute or sell the same (collectively, "Works") are works-made-for-hire and the Works (including all patent rights, copyrights, trade secrets and other intellectual property rights embodied therein) shall be the sole property of City. To the extent any Works or portions thereof cannot be considered works-made-for-hire, Consultant hereby assigns to City all right, title, and interest in and to such Works and understands and agrees that he shall hold no interest whatsoever therein. Consultant agrees to execute all assignments or other documents and do all things necessary to enable City to prosecute, perfect, and enforce such right, title, and interest in all Works and to allow City to obtain patent, trademark, service mark and/or trade name registration, or copyright protection therefore. Notwithstanding the foregoing, with the prior written consent of City, Consultant may maintain records and samples of work done for City to be used as work examples in making presentations to prospective Clients.

VII. Confidentiality.

As used in this Agreement, the term "Confidential Information" means any information or materials relating to or concerning the activities, finances and programs of the City which Consultant develops or comes to know through Consultant's relationship with City. "Confidential Information" also includes information or materials which the City obtains from another party and treats as proprietary or designates as Confidential Information, whether or not owned or developed by City. Consultant agrees that he will hold in confidence and not directly or indirectly reveal, report, publish, reproduce, disclose, or transfer any Confidential Information to any person or entity, and will not utilize any Confidential Information for any purpose.

VIII. Term.

This Agreement shall commence on the effective date of this agreement as defined by section I. Services, but not to exceed one year and shall continue until terminated by either party hereto. Either party may terminate this Agreement at any time by delivering written notice of termination no less than two weeks prior to the date of termination.

IX. Independent Contractor.

Consultant is an independent contractor operating as private individual. City shall not control or determine the means or manner in which Consultant completes his obligations under this

Agreement. This Agreement shall not create nor be deemed to create any other relationship between City and Consultant. Neither Consultant nor any of his agents shall create any obligation, responsibility, express or implied, on behalf of or in the name of City or by City in any way except as specifically authorized in this Agreement.

X. Entire Agreement.

This Agreement sets forth the entire understanding between the parties and may not be amended except in writing signed by them. The provisions of Paragraphs VII and VIII will survive the expiration or termination of this Agreement.

XI. Governing Law.

The rights and obligations of the parties shall be governed by the laws of the state of Washington.

XII. Arbitration; Settlement of Disputes.

Any and all disputes concerning this Agreement or its breach (except those involving an alleged breach of the covenants set forth in Paragraphs VII or VIII) shall be settled by binding arbitration as follows:

- **Single Arbitrator.** Arbitration shall be by a single arbitrator in JURISDICTION OF FRANKLIN COUNTY COURT, in accordance with the then current rules of the American Arbitration Association, and judgment upon the arbitrator's award may be entered in any court having jurisdiction. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party (including any such costs incurred on appeal), shall be paid to the prevailing party by the party designated by the arbitrator or court.
- **Prevailing Party.** Should one party either dismiss or abandon its claim or counterclaim before or during hearing thereon, the other party shall be deemed the "prevailing party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered shall be deemed the "prevailing party" pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Connell

By: Maria Peña, City Administrator
City of Connell
PO Box 1200
104 E. Adams
Connell, WA 99326
Ph: (509) 234-2701 ext 1234 email:
mpena@connellwa.org

Consultant: The Beckett Group

By: Jeannie Beckett, Principal
The Beckett Group
8715 Randall Dr NW
Gig Harbor, WA 98332
253-905-8904
jbeckett@thebeckettgroup.org
Tax ID: 545-98-6310



Signed Date

Signed Date



City of Connell

**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: MARIA PEÑA, CITY ADMINISTRATOR
**RE: ORDINANCE NO. 976-2017 PROVIDING FOR TELECOMMUNICATIONS
FRANCHISE**

The attached ordinance provides for establishing a process and provisions for telecommunications franchise. The City does not currently have this in place and has received a request for a franchise agreement.

Staff is currently working on establishing fees to go along with the franchise agreement. Those will be brought forth as an amendment to the Master Fee Schedule at a future date.

RECOMMENDATION: Move to approve Ordinance No. 976-2017 establishing a process and provisions for telecommunication services.

CITY OF CONNELL, WASHINGTON

ORDINANCE NO. 976-2017

**AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON ESTABLISHING A
PROCESS AND PROVISIONS FOR TELECOMMUNICATION SERVICES**

WHEREAS the City of Connell, Washington desires to adopt a process for considering the use of City right-of-ways for telecommunication services as required by RCW 35.99;

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

Section 1: Telecommunications Franchise. A telecommunications franchise shall be required of any telecommunications provider or carrier or other person who currently occupies or desires in the future to occupy public ways of the city and to provide telecommunications services to any person or area in the city; provided, however, that a telecommunications right-of-way use authorization may, with the approval of the public works director be substituted for a telecommunications franchise in the following circumstances:

- A. Privately owned telecommunications networks or systems which are operated solely for purposes other than offering telecommunications services to other persons or the general public.
- B. De minimis uses of public ways made in conjunction with the placement of a wireless telecommunications facility.

The procedures for approval of a franchise request and the requirements for a complete application shall be made available in writing to any interested person.

Section 2: Franchise Application. Any person who desires a telecommunications franchise pursuant to this title shall file an application with the city's public works department which, shall include the following:

- A. The name of the applicant and the type of legal entity of the applicant ("person"), together with necessary contact information.
- B. Whether the applicant intends to provide cable service, video dial tone service, other video programming service or telecommunication services.
- C. An accurate map showing the location of any existing telecommunications facilities in the city that applicant intends to use or lease, if any.
- D. A description of the services or facilities that the applicant will offer or make available to the city and other public, educational and governmental institutions.
- E. A description of applicant's access and line extension policies.
- F. All fees, deposits or charges required pursuant to this title.

- G. The area or areas of the city the applicant desires to serve and a schedule for building out (offering service to) the entire franchise area.
- H. Such other and further information as may be requested by the city.
- I. An application fee set by the city.

Section 3. Determination by the City. Within one hundred twenty days after receiving a complete application, the city shall issue a written determination granting or denying the application in whole or in part. If the application is denied, the written determination shall include substantial evidence of the reason(s) for denial. Prior to granting or denying a franchise under this chapter, the city shall conduct a public hearing and make a decision based upon the standards set forth below.

- A. Whether the applicant has received all requisite licenses, certificates and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant.
- B. The capacity of the public ways to accommodate the applicant's proposed activities.
- C. The capacity of the public ways to accommodate additional utility and telecommunications facilities if the franchise is granted.
- D. The damage or disruption, if any, to public or private facilities, improvements, service, travel or landscaping if the franchise is granted.
- E. The public interest in minimizing the cost and disruption of construction within the public ways.
- F. Applicant's proposed compliance with other applicable city laws, rules, regulations and guidelines.
- G. The effect, if any, on public health, safety and welfare if the franchise requested is granted.
- H. The availability of alternate routes and/or locations for the proposed facilities.
- I. Applicable federal and state telecommunications laws, regulations, and policies.
- J. Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

Section 4. Agreement. No telecommunications franchise shall be deemed to have been granted hereunder until the applicant and the city have executed a written agreement setting forth the particular terms and provision under which the franchisee has been granted the right to occupy and use public ways of the city. If the city determines it is in the public interest, the city

and a franchisee may enter into an agreement that differs from one or more specific provisions of this title. The city shall document its reasons for agreeing to any such different provisions. Franchises granted pursuant to this title shall contain substantially similar terms and conditions which, taken as a whole and considering relevant characteristics of the applicants, do not provide more or less favorable terms and conditions than those required by other franchisees.

Section 5. Nonexclusive Grant. No franchise granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public ways of the city for delivery of telecommunications services or any other purposes.

Section 6. Term of franchise grant. Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be valid for a term of five years.

Section 7. Rights Granted. No franchise granted under this chapter shall convey any right, title or interest in the public ways, but shall be deemed a franchise only to use and occupy the public ways for the limited purposes and terms stated in the grant. Further no franchise shall be construed as any warranty of title.

Section 8. Franchise History. Unless otherwise provided in the franchise agreement, a telecommunications franchise granted under this chapter shall be limited to the specific geographic area of the city to be served by the franchisee, and the specific public ways necessary to serve such areas.

Section 9. Compensation to the City. Each franchise granted under this chapter is subject to the city's right under the 1996 Telecommunications Act, which is expressly reserved to annually fix a fair and reasonable compensation to be paid for the franchise rights granted to the franchisee; provided that nothing in this chapter shall prohibit the city and a franchisee from agreeing to the compensation to be paid; provided further, that the compensation required from any telecommunications provider or carrier engaged in the telephone business shall be consistent with RCW 35.21.860.

Section 10. Nondiscrimination. A franchisee which purports to serve the general public shall make its telecommunications services available to any customer within its franchise area who shall request such service, without discrimination as to the terms, conditions, rates or charges for the franchisee's services; provided however, that nothing in this title shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

Section 11. Amendment of Franchise Grant. Except as otherwise provided within a franchise agreement, a new franchise application and grant shall be required of any telecommunications carrier or provider that desires to extend its franchise territory or to locate its telecommunications facilities in public ways of the city which are not included in a franchise previously granted under this chapter. If ordered by the city to locate or relocate its

telecommunications facilities in public ways not included in a previously granted franchise, the city shall grant a franchise amendment without further application.

Section 12. Renewal Application. A franchisee that desires to renew its franchise under this chapter for an additional term shall, not more than one hundred eighty days nor less than one hundred twenty days before expiration of the current franchise, file an application with the city for renewal of the franchise which shall include the following:

- A. The information required pursuant to Section 2 of this ordinance.
- B. Any information required pursuant to the franchise agreement between the city and the franchisee.
- C. All deposits or charges required pursuant to this chapter.
- D. An application fee set by the city.

Section 13. Renewal Determination. Within one hundred twenty days after receiving a complete application for renewal under Section 12 of this ordinance, the city shall issue a written determination granting or denying the renewal application in whole or in part. If the renewal request is denied, the written determination shall include substantial evidence of the reason(s) for denial. Prior to granting or denying renewal of a franchise under this chapter, the city council shall conduct a public hearing and make a decision based upon the standards set forth below:

- A. The continuing capacity of the public ways to accommodate the applicant's existing facilities.
- B. The applicant's compliance with the requirements of this title and the franchise agreement.
- C. Applicable federal, state and local telecommunications laws, rules, and policies.
- D. Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

Section 14. Obligation to Cure as a Condition of Renewal. No franchise shall be renewed until any ongoing violations or defaults in the franchisee's performance of the franchise agreement, or of the requirements of this title, have been cured, or a plan detailing the corrective action to be taken by the franchisee has been approved by the city.

Section 15. Universal Service. Each franchise granted under this chapter is subject to the city's right under the 1996 Telecommunications Act, which is expressly reserved, to require the franchisee to make an equitable and nondiscriminatory contribution to the preservation and advancement of universal service to the extent permitted by state and federal law.

Section 16. Annual Fee for Recovery of City Costs. Subject to the 1996 Telecommunications Act, each franchise granted under this chapter is subject to the city's right,

which is expressly reserved, to annually fix a fair and reasonable compensation to be paid as reimbursement for the city's costs in connection with reviewing, inspecting and supervising the use and occupancy of the public ways on behalf of the public and existing future users.

Section 17. Other City Costs. All franchisees shall, within thirty days after written demand, reimburse the city for all direct and indirect costs and expenses incurred by the city in connection with any modification, amendment, renewal or transfer of the franchise or any franchise agreement. In addition, all franchisees shall, within thirty days after written demand, reimburse the city for any and all costs the city reasonably incurs in response to any emergency involving the franchisee's telecommunications facilities. Finally, all franchisees shall, within thirty days after written demand, reimburse this city for the franchisee's proportionate share of all actual, identified expenses incurred by the city in planning, constructing, installing, repairing or altering any city facility as a result of the presence in the right-of-way of the franchisee's telecommunications facilities.

Section 18. Right of Way Permit. Franchisee shall comply with CMC 12.10 pertaining to right-of-way permits.

ADOPTED 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

APPROVED AS TO FORM:

Dan F. Hultgrenn, City Attorney

INTRODUCED: _____
ADOPTED: _____
APPROVED: _____
PUBLISHED: _____



MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: ROSE COURNEYA, CITY CLERK TREASURER
RE: RESOLUTION NO. 2017-02 – ADDITION OF COURT CLERK POSITION DISCUSSION

I'm presenting Resolution No. 2017-02 to Council to discuss adding a part-time Police Clerk to the 2017 Salary Resolution. This position would work 30 hours a week for the Police Chief and would be a non benefit position. I have had numerous conversations with Chief Turner on how we were going to handle the recent change in staffing.

I took a look at the budget numbers to see what the difference would be between the salary and benefits of the full- time accounting clerk that was at the top pay scale and if we started a full-time accounting clerk at the bottom pay scale, than added a part-time police clerk with no benefits. The total additional cost would be approximately \$10,000. After looking at the budget, I believe our budget can afford the addition of a part-time position with no medical, vision or dental benefits. The city would still pay into a retirement for the part-time position.

Department heads had been discussing bringing the city business back on the city side and the police business being handled only on the police side.

At this time, it is my recommendation to start the process of hiring a part-time police clerk by adopting Resolution No. 2017-02.

Steps at hiring a part-time police clerk

- 1) Amend the Salary Resolution Schedule for 2017 (by adopting Resolution No. 2017-02)
- 2) Approve a Job Description for the part-time police clerk
- 3) Advertise the open position
- 4) Adjust bars accounting numbers to reflect inclusion of the new position

OPTIONS: 1) Move to approve Resolution No. 2017-02 adding a part-time police Clerk
2) Do not approve. 3) Defer action to a later date.

OPTIONS: 1) Move to approve Part-Time Police Clerk job description
2) Do not approve. 3) Defer action to a later date

City of Connell, Washington

RESOLUTION NO. 2017-02

A RESOLUTION AMENDING SALARY SCHEDULES FOR 2017

WHEREAS, the City adopted Resolution No. 2016-11 on October 3, 2016 setting the salaries for the year 2017; and

WHEREAS, the City has found it necessary to amend the Salary Resolution to include the position and salary of a part-time Court Clerk; and

NOW THEREFORE, be it resolved by the City Council of the City of Connell, Franklin County, Washington, as follows:

Section 1. Amendment of Positions and Monthly Salary Ranges for the salary schedules of 2017.

<u>POSITION</u>	<u>MONTHLY SALARY RANGE</u>
City Administrator	6,971.73 – 8,324.61
City Clerk/Treasurer	4,954.68 – 5,916.14
Accounting Clerk	2,896.90 – 3,459.05
Accounting Clerk	2,896.90 – 3,459.05
Accounting Clerk	2,896.90 – 3,459.05
Building Services Clerk	3,521.20 – 4,204.49
Part-Time Court Clerk	2,896.90 - 3,459.05
Fire Chief	5,462.53 – 6,522.55
Public Works Director	4,954.68 – 5,916.14
Public Works Supervisor	4,280.03- 5,110.59
Wastewater Treatment Plant Operator	3,697.26 – 4,414.72
Maintenance Position III/Water Operator	3,353.52 – 4,004.28
Maintenance Position II	3,041.74 – 3,632.00
Maintenance Position II	3041.74 – 3,632.00
Maintenance Position II	3041.74 – 3,632.00
Police Chief	5,735.66 – 6,848.67
Police Sergeant	4,595.38 – 5,172.15
Police Patrolman	4163.19 – 4,685.71

SECTION 2: This resolution shall be in full force and effect March 20, 2017.

PASSED BY THE CITY COUNCIL of the City of Connell, Washington, and
APPROVED by the Mayor this _____ day of _____, 20____.

Bruce Blackwell, Mayor

ATTEST:

Rose Courneya, City Clerk-Treasurer

APPROVED AS TO FORM:

Dan F. Hultgrenn, City Attorney

INTRODUCED:

ADOPTED:

APPROVED:



MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: LARRY TURNER, PUBLIC WORKS DIRECTOR
RE: POOL STATUS REPORT

Spring is here, hopefully and we are starting to get the pool/parks ready for the season. Upon inspection of the mechanical room at the pool, we have found that the sand filter tank did not make it through the cold weather and has to be replaced. It has been ordered and will cost approximately \$15,000.00. It has to be made to fit and should be delivered the first part of May.

We are also looking for suggestions on whether or not to have the blue slide ready to use and that will be dependent on life guard availability.

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

RECOMMENDATION: Information Only.



MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: ELECTRIC VEHICLE CHARGING STATION: LETTER OF SUPPORT

Linda Esparza and Todd Blackman from Franklin PUD met with the Mayor and City staff in regards to a grant for electric vehicle charging stations. Possible charging locations were discussed and a site was selected between Community First Bank and the old Lourdes Clinic.

Attached is a letter of support and map that provides more details in regards to the grant and the City's involvement.

RECOMMENDATION: Council move to authorize the City Administrator sign the letter of support for EV charging stations.



March 10, 2017

1411 W. Clark • P.O. Box 2407
Pasco, WA 99302-2407

509-547-5591
FAX 509-547-4116

Ms. Maria Peña
City Administrator
City of Connell
PO Box 1200
Connell, WA 99326

RE: Support for EVITA Grant Request for EV Charging Stations

Dear Ms. Peña:

I am writing to request approval by the City of Connell to provide two parking stalls located adjacent to Community First Bank at 630 S. Columbia Avenue for an electric vehicle charging station that will accommodate two vehicles. Franklin PUD, along with other utility partners, is planning to jointly request a Washington State Department of Transportation grant for this purpose and would like to designate this location for a charging station in Connell. Background on this initiative is provided below.

Franklin PUD is one of the local utility core members of EVITA, the Electric Vehicle Infrastructure Transportation Alliance, an industry collaboration coordinated through TRIDEC. EVITA wishes to facilitate installation of charging stations in eastern Washington to reduce the distance between DCFC stations between the Tri-Cities and the I-5 Corridor in western Washington. Two locations identified with Franklin PUD's service territory are Connell and in the Road 68 area of Pasco.

EVITA recently selected Greenlots, a charging station vendor, to participate as the private sector owner operators of six to ten charging stations throughout EVITA's area of interest. The exact number will be determined largely by available funding. Greenlots will partner with EVITA on a WSDOT grant proposal to partially fund the stations as part of WSDOT's Electric Vehicle Charging Infrastructure Pilot Program. Washington Administrative Code (WAC) 468-602, copy attached for your reference, has details on this program.

We received a Notice of Funding Availability from WSDOT last week, which stated that completed grant applications will be due by May 12, 2017. The EVITA group has been putting a lot of time and effort into this already and will be ready to submit a joint application.

When Todd Blackman and I met with you, Mayor Blackwell and Larry Turner last November, the City indicated a willingness to have a charging station located next to the angled parking stalls shown on the attached map. It is my understanding the Connell charging station would consist of a Level 2 and a Level 3 charger. I will be meeting with Greenlots and the other EVITA utilities soon and will confirm that understanding. If I learn any differently, I will be in contact with you.

The purpose of this letter is to clarify some of the details and confirm your understanding:

1. Although it is our intent to include the site shown on the map on the WSDOT Electric Vehicle Charging Infrastructure Pilot Program grant application, a different nearby site may be suggested by the vendor, subject to approval by the City of Connell and Franklin PUD.
2. We expect the installation costs will be funded by a combination of the WSDOT grant and in-kind contributions including utility infrastructure, the land value of parking spaces dedicated to the charging station, and the vendor's equipment value. If we are not successful in obtaining funds from WSDOT, alternate funding sources will likely be sought.
3. If the Connell charging station is funded, the vendor will be responsible for working with you on the terms of ownership, revenue, costs and obligations. If the City is unable to reach a mutually beneficial agreement with the vendor, you are under no obligation to participate in the program.

An easement will be needed through the Community First Bank property next to the selected site. I have been in contact with Eric Pearson, the bank's designated representative. The bank is amenable to granting an easement but needs additional details, which we will furnish when we are further along in the process.

If the foregoing terms are acceptable and you wish to have the City of Connell site included as part of EVITA's WSDOT grant application package, please confirm your understanding by having the appropriate representative of the City sign on the space provided below.

Thank you for your willingness to participate in this venture. I will keep informed on our progress.

Sincerely,



Linda Esparza
Energy Services Manager

Accepted and agreed this ____ day of _____ 2017:

City of Connell

By:

Title:

cc: Tim Nies
Central Files

LTR 2017-048



Connell Fire Department

Mei Ling Inn
Chinese Thai Amer

Town & Country Lanes

Subway

Franklin County
Auto Licensing

Lepre-kon
Harvest Foods

Community First Bank

Proposed Charging
Station Location

Circle K
\$2.66/Regular

Exxon

W Fr St

W Fr St

Google
E Fr St

E Fr St

Imagery ©2017 DigitalGlobe



City of Connell

**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: LEASING OF CITY PROPERTY

I received a request from Brad Quinton in regards to the City leasing out the bottom half of parcel 106030037 for pasturing cows for a couple of months. With the fires that took place in the county this summer, land that was normally available for pasturing cattle was not usable. Mr. Quinton inquired about leasing the property at 90 cents per pair (mother and calf) per month, he would provide the water and the fencing. He mentioned he currently had 21 cows and 11 calves.



MEMORANDUM

DATE: MARCH 20, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: AMENDING LETTER OF INTENT FOR FRANKLIN CO. HOSPITAL DISTRICT

Please find attached an amended Letter of Intent for the purchase of City-owned property by the Franklin County Hospital District. Council moved to authorize the City Administrator sign a Letter of Intent in December. This amended Letter of Intent addresses the adjusted property size of the portion of City property that the District desires to purchase based upon a recent survey, and accordingly states the adjusted sales price for the property, see attached map.

RECOMMENDATION: Council move to authorize the City Administrator sign the new letter of Intent for Franklin County Public Hospital District No. 1 as presented.

FRANKLIN COUNTY PUBLIC HOSPITAL DISTRICT
P.O. Box 246
Mesa, WA 99343

March 3, 2017

Sent via Electronic Mail & First Class Mail

Ms. Maria Peña, City Administrator
City of Connell
PO Box 1200
104 E. Adams
Connell, WA 99326
E-Mail: mpena@connellwa.org

Re: Amended Letter of Intent for the Purchase of City Property

Dear Ms. Peña:

Franklin County Hospital District No. 1 (the "District"), by this Letter of Intent, seeks to purchase from the City of Connell (the "City"), that real property consisting of 2,401 square feet owned by the City directly to the west of the Fire Hall, adjacent to West Elm Street, for the re-location and expansion of the District's Emergency Medical Transport Services. Said real property is hereinafter referred to as "Property."

1. **Purchase Price.** The District purposes to purchase the Property for the payment of \$2,401.00 for a Fee Simple Estate, free and clear of any liens or encumbrances other than the normal covenants and restrictions of record.

2. **Parcel Segregation.** The purchase of the Property is in conjunction with the purchase of approximately .45 acres of adjacent property. This sale will create a separate tax parcel for which a Boundary Line Adjustment may be necessary. The District has obtained a survey at its sole expense for the purposes of developing a legal description and identifying the property corners.

3. **Purchase and Sale Agreement.** Both parties, City of Connell and the District, will execute an agreed Purchase and Sale Agreement for closing.

4. **Title.** Title will be conveyed by Quit Claim Deed and will be issued by Benton Franklin Title Company. The District may acquire title insurance for the property at its own expense.

Amended Letter of Intent
FCHPD/City of Connell
March 3, 2017
Page Two

5. **Closing and Closing Costs.** Closing shall be carried out by Benton Franklin Title Company in Kennewick, Washington. Escrow is not formed. All closing costs shall be paid by the District.

Neither this document, nor anything contained herein, shall be construed as an actual agreement or contract. This letter is not intended to have legally binding effect, but is an expression of intent.

If you have any questions, please don't hesitate to give me a call.

Sincerely yours,



Judy Schubert
Authorized Agent
FRANKLIN COUNTY PUBLIC
HOSPITAL DISTRICT NO. 1

Accepted By:

CITY OF CONNELL

By: _____
Maria Peña, City Administrator

Date: _____

Area Hospital is looking to purchase from City.

Parcel 109861010
District Information
Owner CITY OF CONNELL
Address 605 S COLUMBIA AVE,
CONNELL 99326

