

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

REGULAR MEETING

6:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CORRESPONDENCE/PRESENTATIONS/APPOINTMENTS
5. CONSENT CALENDAR

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

- a) Minutes of the Regular Council Meeting July 17, 2017
- b) Accounts Payable 8/7/17 for \$44,422.05
- c) Check Register 8/1/17 for \$209.88
- d) Payroll Register 7/18/17 for \$14,339.38
- e) Payroll Register 7/31/17-8/5/17 for \$97,979.01
- f) Anderson Perry-Amendment NO. 1-Well 6 Phase I Water System Improvements-Engineering Services

6. PRESENTATIONS FOR COUNCILMEMBERS
7. APPROVAL OF AGENDA

ORDER OF BUSINESS

8. PUBLIC HEARING PocketiNet Franchise Application – Application Withdrawn
9. PUBLIC HEARING Alley Vacate at Heritage Park
10. ORDINANCE NO. 981-2017 Alley Vacate at Heritage Park
11. Purchase and Sale Agreement Franklin County Hospital District
12. Washington Collectors Tri-City, Inc Contract
13. 2018 Budget Discussion /Timeline

14. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
15. EXECUTIVE SESSION – 10 minutes to consider the minimum price at which real estate will be offered for lease or sale.
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
July 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 and Councilmembers: Ray Minor, Kathie Silva, Rhonda Quinton and Joe Escalera.

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

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

VISITORS: Franklin County Graphic; Katherine Bingham Trowbridge. Citizen; Pat Barrera

CONSENT CALENDAR

Motion: Councilmember Silva moved to approve the consent calendar with change to the accounts payable total from \$214,738.04 to \$217,357.69. Councilmember Minor seconded motion. Motion carried unanimously.

- a) Minutes of the Regular Council Meeting July 3, 2017
- b) Accounts payable 7/17/17 for \$217,357.69
- c) Check Register 7/05/17 for \$1,350.00
- d) Check Register 7/10/17 for \$3,554.62
- e) Payroll Register 6/30/17-7/05/17 for \$93,460.55

Councilmember Minor seconded motion. Motion carried unanimously.

APPROVAL OF AGENDA

Motion: Councilmember Minor moved to approve the agenda with the addition of item #14-2017 Mid-Year Report. Councilmember Escalera seconded motion. Motion carried unanimously.

ORDER OF BUSINESS

**PUBLIC HEARING – PROPOSITION NO.1 SALES AND USE TAX FOR
TRANSPORTATION IMPROVEMENTS**

Mayor Blackwell recessed the regular council meeting at 6:03 pm and opened a Public Hearing to allow for comment on Proposition No. 1 Sales and Use Tax for Transportation Improvements.

MEETING OF THE CITY OF CONNELL
Regular Meeting – July 17, 2017

STAFF REPORT: City Administrator Maria Peña explained the public hearing would provide an opportunity for citizens of Connell to express their views in regards to placing a measure for the increase of .2% on the November ballot. City Administrator Peña also advised that the city was in need of citizens to be appointed to the pro or con committees. These committees include submitting statements in favor of and in opposition to the ballot measure for the local voters' pamphlet as well as submitting rebuttal statements.

PUBLIC COMMENTS: None

COUNCILMEMBERS COMMENT PORTION OF THE HEARING:

Councilmember Silva asked if there was no interest in anyone being appointed, would there be a committee.

City Administrator Peña replied the committee was not required.

Mayor Blackwell closed the hearing and opened the regular meeting at 6:08 pm.

**RESOLUTION NO. 2017-13 PROPOSITION NO. 1 SALES AND USE TAX FOR
TRANSPORTATION IMPROVMENTS**

Attached for Council's review and approval was Resolution No. 2017-13 it would provide the placement of Proposition No. 1, proposing a .2% increase to the sales and use tax for the City of Connell on the November general election ballot. City Administrator Maria Peña stated in the 2016 Fiscal Year budget it was decided that the General Fund would no longer support street operations. Money from the Natural Gas tax that was going to the Street Fund Reserve was reallocated to Street Operations to make up the loss of revenue from the General Fund. Reallocating funds from the Natural Gas tax helped street operations but it has also hurt the Street Improvement Reserve. The purpose of forming the transportation district would be to help secure funding for future transportation projects. A .2% increase would equal an additional 20 cents for every \$100 spent. By increasing the sales and use tax from 8% to 8.2% the City could add an additional \$50,000 to the Street Improvement Reserve. This would still leave approximately a \$40,000 shortage, compared to 2015.

Motion: Councilmember Minor moved to adopt Resolution No. 2017-13 placing Proposition No. 1 on the November general election ballot. Councilmember Silva seconded motion. Motion carried unanimously.

STREET PROJECTS - UPDATE

Public Works Director Larry Turner briefed the Council on the upcoming street projects for 2017 and 2018. He stated pothole patching; Columbia Ave. stripping and LED Street light installation would all be completed by the end of August 2017. Crack Sealing would begin soon and be completed by the end of September 2017. Mr. Turner confirmed the City had the funding and was waiting on allocation from the state to begin chip sealing on Columbia Ave and road repair to Nordheim Road. These two projects would be completed in the spring of 2018. He presented a power point that displayed how the Transportation Improvement Board viewed the condition of streets and roads in the City of Connell.

MEETING OF THE CITY OF CONNELL
Regular Meeting – July 17, 2017

WATER RESERVOIR TANKS- UPDATE

Public Works Director Larry Turner provided Council with a video footage of the 3 million gallon reservoir inspection and cleaning.

RESOLUTION NO. 2017-14 – SOCIAL MEDIA POLICY

City Administrator Maria Peña provided Council with Resolution No. 2017-14. It provided guidelines for the use of social media by representatives of the City to communicate with the public and for the public when posting on a social media site of the City. City Administrator Peña explained the attached policy covered anyone who posted on the City's social media site on behalf of the City; regular staff, part time staff, temporary staff, elected officials, volunteers, contractors, board or committee members. This policy would not cover personal use of social media sites.

Motion: Councilmember Silva moved to adopt Resolution No. 2017-14 adopting the Social Media Policy. Councilmember Minor seconded motion. Motion passed 3 to 1 vote.

MUNICIPAL RESEARCH AND SERVICES CENTER OF WA. (MRSC) -FISCAL GUIDE

Mayor Bruce Blackwell discussed the informational guide regarding financial management from Municipal Research and Services Center of Washington (MRSC). City Administrator Maria Peña added that MRSC recommended cities should have a minimum of 2 months of expenditures as a reserve where the City of Connell did 45 days.

2017 MID-YEAR FINANCIAL REPORT

City Clerk Treasurer Rose Courneya provided Council with an overview look of 2017 Mid-Year Report. Mrs. Courneya reviewed budget revenues and expenditures through June 2017. Overall the City's budget was at 39.5% of revenues and 57.2% of expenditures.

COMMITTEE / DEPARTMENT REPORTS

CITY CLERK TREASURER- Rose Courneya

1. Announced that City Hall would be closed on Friday July 21, 2017 from 10:30am to 2:30pm in honor of the recent passing of former Mayor Gary Walton.

FIRE CHIEF- Chris Schulte

1. Reported that a few fires were avoided because citizens called in before burning yard waste.

POLICE CHIEF- Chris Turner

2. Stated July 4th holiday went great; fireworks going off aside from the main display were minimal.

There being no further business before the City Council of Connell Mayor Blackwell adjourned the meeting at 7:37 pm.

ATTEST: _____
Marissa Ortiz, Accounting Clerk

Bruce Blackwell, Mayor

ACCOUNTS PAYABLE

City Of Connell
MCAG #: 0286

As Of: 08/07/2017

Time: 11:23:44 Date: 08/04/2017
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17166	08/07/2017	08/07/2017 4353	Aleman, Antonia	50.00	Cancellation From Person In Charge 07/24/2017 Full Refund Due To 30 Days Prior To Event Date
17164	08/07/2017	08/07/2017 31	Anderson Perry & Assoc.	2,698.99	Notification DOH Grant For Environmental Study Well 6 Project 68-242
17189	08/07/2017	08/07/2017 31	Anderson Perry & Assoc.	1,625.60	Engineering Services _ FEMA Flood
17245	08/07/2017	08/07/2017 4200	Appraisal Zone, Inc	1,500.00	Appraisal
17190	08/07/2017	08/07/2017 1974	Aquatic Specialty Services, Inc.	96.87	Pool Reagents
17185	08/07/2017	08/07/2017 704	Avista Utilities	204.35	Gas Bills
17193	08/07/2017	08/07/2017 3213	BSN, Sports	118.23	Swing Seats For Parks
17171	08/07/2017	08/07/2017 74	Bank Of America - Visa	1,133.76	Fire Dept - VISA
17177	08/07/2017	08/07/2017 74	Bank Of America - Visa	84.69	POLICE DEPARTMENT VISA
17178	08/07/2017	08/07/2017 74	Bank Of America - Visa	495.38	CITY HALL VISA
17179	08/07/2017	08/07/2017 74	Bank Of America - Visa	379.98	CITY ADMINISTRATOR VISA
17195	08/07/2017	08/07/2017 74	Bank Of America - Visa	1,054.92	Visa Bill
17181	08/07/2017	08/07/2017 99	Big Bend Electric Cooperative, INC.	2,990.86	Sewer Plant And Tower
17175	08/07/2017	08/07/2017 3849	Blackwell, Bruce A.	18.29	Meal Reimbursement- Mayor Blackwell, PAC Meeting 7/13/2017
17165	08/07/2017	08/07/2017 118	Budget Print Center Inc.	68.04	3 Stamps Received From Budget Print 1 For PUD And 2 For CITY. Endorcements For Community First Bank
17230	08/07/2017	08/07/2017 118	Budget Print Center Inc.	132.84	Business Cards
17170	08/07/2017	08/07/2017 515	CenturyLink	376.42	Phone
17180	08/07/2017	08/07/2017 170	Connell Auto Parts	107.04	FIRE Department Bill
17191	08/07/2017	08/07/2017 170	Connell Auto Parts	24.39	De-Greaser
17206	08/07/2017	08/07/2017 656	Connell Oil Inc./CO-Energy	960.28	Fuel Consumed
17235	08/07/2017	08/07/2017 656	Connell Oil Inc./CO-Energy	1,592.49	PD Fuel
17242	08/07/2017	08/07/2017 4761	Consolidated Electrical Distributors Inc, CED	384.50	TIB-LED Street Light Upgrade
17237	08/07/2017	08/07/2017 2459	Consolidated Technology Services	17.45	Monthly VPN
17192	08/07/2017	08/07/2017 237	Dependable Appliance Co	47.73	Filter For Fridge
17229	08/07/2017	08/07/2017 229	Dept Of Licensing-Firearm	18.00	Original CPL
17241	08/07/2017	08/07/2017 3640	Devfuzion, Rockwalla IT LLC	1,400.00	Monthly Backup And Service Agreement
17169	08/07/2017	08/07/2017 4428	Etter, McMahon, Lamberson	175.00	Map, Correspondence
17194	08/07/2017	08/07/2017 1937	Farmers Electric II, LLC	4,665.75	Park Supplies/Well #5 Cla-Val Parts And Labor/WWTP Repairs/ Dog Kennel Electrical Work
17244	08/07/2017	08/07/2017 280	Franklin Co Auditor	101.00	Release & Placement Of Liens (Eguia & Wahl)
17187	08/07/2017	08/07/2017 289	Franklin Co Graphic	186.00	Resolution For Vacate Of Alley And Franchise Application
17233	08/07/2017	08/07/2017 3292	Franklin County Information Services	544.42	Radio IP Contract Renewal And License
17188	08/07/2017	08/07/2017 293	Franklin County Planning	2,545.52	Franklin County Building Inspections

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17184	08/07/2017	08/07/2017 3058	Franklin County Treasurer	2,587.65	Court And Prosecutor Office Charges
17238	08/07/2017	08/07/2017 315	Gimmaka Enterprises Inc.	70.00	Car Wash Quarters
17239	08/07/2017	08/07/2017 4414	Interconnect Systems, Inc.	140.40	System Software Upgrade Voip
17167	08/07/2017	08/07/2017 4436	Intermedia.net Inc.	118.67	Voip
17199	08/07/2017	08/07/2017 364	Irrigation Specialists,	360.83	WWTP Circle Parts
17231	08/07/2017	08/07/2017 3351	JDT Sales and Repair	43.20	#178 LOF
17176	08/07/2017	08/07/2017 2803	Joyner, Monty	27.74	Reimbursement To Sterling Joyner For Meal While Attending Fred Pryor Workshops In Spokane 6/21, And Kennewick 6/27.
17198	08/07/2017	08/07/2017 384	Kennewick Ind & Elec Sup	205.64	Sprinklers/Pressure Switch
17240	08/07/2017	08/07/2017 400	Kuffel, Hultgrenn,	2,136.00	Utility Telecon, Public Records Policy, Ordinance Vacation Of Street, Council Meetings,
17196	08/07/2017	08/07/2017 401	Kuo Testing Labs Inc.	58.00	WWTP Labs
17243	08/07/2017	08/07/2017 127	M Campbell & Company, Inc.	644.14	Service Contract For Library, CC, And City Hall-#477710
17168	08/07/2017	08/07/2017 3041	Mailfinance, Department 3682	200.87	Neopost Machine
17155	08/07/2017	08/07/2017 4767	Martinez, Stacy	900.00	Stacy Martinez Event Date 07/15/2017 Full Refund
17197	08/07/2017	08/07/2017 442	Mount's	32.31	Batteries
17200	08/07/2017	08/07/2017 2147	Northstar Chemical, Inc.	3,385.15	Chlorine
17150	08/07/2017	08/07/2017 467	Northwest Business Stamp	63.18	Business Stamp For Genesis
17173	08/07/2017	08/07/2017 4001	Ottom, Shelly L.	250.00	Shelly Ottom Yoga 2017 (June 26-July 31) 6 Sessions
17202	08/07/2017	08/07/2017 2941	Phanthavong, Kimberly	98.00	Wastewater Certification Testing Fee
17201	08/07/2017	08/07/2017 513	Pro Cut Concrete Cutting & Breaking INC.	594.00	Saw Cut Shop Floor
17232	08/07/2017	08/07/2017 2275	Public Safety Testing	128.00	2nd QTR Subscription Fees
17151	08/07/2017	08/07/2017 520	Quill	54.70	Quill Supplies For City Hall
17203	08/07/2017	08/07/2017 4158	Rowand Machinery Company	263.25	Backhoe Rental
17154	08/07/2017	08/07/2017 4766	Russell, Alesha	10.00	Alesha Russell Requested Refund From Pavilion Rental For Event Date 08/05/2017 Paid For 5 Hours But Only Needs 4 Hours
17186	08/07/2017	08/07/2017 1829	Safeguard Business Systems	248.41	Checks
17174	08/07/2017	08/07/2017 555	Sandy's Trophies	15.20	Desk Plate/Name Change -(Slider) Marissa
17234	08/07/2017	08/07/2017 555	Sandy's Trophies	116.58	Employee Recognition Plaques
17182	08/07/2017	08/07/2017 4269	Shred-it USA LLC	46.76	Shred Services
17204	08/07/2017	08/07/2017 4759	The Old Brick Store	108.00	Gate Valve
17205	08/07/2017	08/07/2017 628	Total Energy Management	2,730.81	Well #5 Parts And Labor
17211	08/07/2017	08/07/2017 4400	Tuck, Hallie	31.39	Meal Re-imburement
17208	08/07/2017	08/07/2017 3397	USABlueBook	369.81	Chlorinator Parts
17207	08/07/2017	08/07/2017 4017	Verizon Wireless	952.65	Cell Phone Bill
17236	08/07/2017	08/07/2017 3440	Washington State Patrol, Budget and Fiscal Service	36.00	CPL Backgrounds
17172	08/07/2017	08/07/2017 667	Wesley Group, The	1,200.00	Police Union Contract

ACCOUNTS PAYABLE

City Of Connell
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As Of: 08/07/2017

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17209	08/07/2017	08/07/2017	732 Zumar Industries Inc	395.92	Street Signs
				<u>44,422.05</u>	
Report Total:					

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

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

() Deputy Finance Director

CHECK REGISTER

City Of Connell
MCAG #: 0286

07/18/2017 To: 07/18/2017

Time: 15:12:31 Date: 07/18/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2675	07/18/2017	Payroll	7	36595	Dept Of Labor/industries	12,159.17	2ND Quarter 04/01/2017 - 06/30/2017
2676	07/18/2017	Payroll	7	36596	Employment Security Dept	2,180.21	2ND Quarter 04/01/2017 - 06/30/2017
						10,362.60	
						1,198.36	
						1,502.22	
						1,276.20	
						<u>14,339.38</u>	Payroll: 14,339.38

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

07/31/2017 To: 08/05/2017

Time: 11:19:30 Date: 08/04/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2784	07/31/2017	Payroll	7	EFT		27.04	
2785	07/31/2017	Payroll	7	EFT		1,664.35	
2787	07/31/2017	Payroll	7	EFT		1,151.22	
2788	07/31/2017	Payroll	7	EFT		1,041.78	
2789	07/31/2017	Payroll	7	EFT		81.12	
2790	07/31/2017	Payroll	7	EFT		1,533.36	
2791	07/31/2017	Payroll	7	EFT		13.52	
2792	07/31/2017	Payroll	7	EFT		54.09	
2793	07/31/2017	Payroll	7	EFT		1,585.95	
2794	07/31/2017	Payroll	7	EFT		54.09	
2796	07/31/2017	Payroll	7	EFT		27.04	
2797	07/31/2017	Payroll	7	EFT		129.81	
2798	07/31/2017	Payroll	7	EFT		1,818.00	
2800	07/31/2017	Payroll	7	EFT		121.69	
2802	07/31/2017	Payroll	7	EFT		1,480.61	
2804	07/31/2017	Payroll	7	EFT		1,822.47	
2805	07/31/2017	Payroll	7	EFT		202.83	
2806	07/31/2017	Payroll	7	EFT		54.09	
2807	07/31/2017	Payroll	7	EFT		1,246.42	
2808	07/31/2017	Payroll	7	EFT		27.04	
2809	07/31/2017	Payroll	7	EFT		67.61	
2812	07/31/2017	Payroll	7	EFT		1,184.68	
2813	07/31/2017	Payroll	7	EFT		13.52	
2814	07/31/2017	Payroll	7	EFT		2,330.37	
2815	07/31/2017	Payroll	7	EFT		1,356.34	
2816	07/31/2017	Payroll	7	EFT		1,322.10	
2817	07/31/2017	Payroll	7	EFT		866.03	
2820	07/31/2017	Payroll	7	EFT		1,660.98	
2821	07/31/2017	Payroll	7	EFT		1,458.33	
2822	07/31/2017	Payroll	7	EFT		105.77	
2824	07/31/2017	Payroll	7	EFT		3,355.94	
2825	07/31/2017	Payroll	7	EFT		27.04	
2826	07/31/2017	Payroll	7	EFT		947.58	
2828	07/31/2017	Payroll	7	EFT		96.97	
2830	07/31/2017	Payroll	7	EFT		27.04	
2831	07/31/2017	Payroll	7	EFT		1,082.07	
2832	07/31/2017	Payroll	7	EFT		2,466.03	
2833	07/31/2017	Payroll	7	EFT		2,052.50	
2835	07/31/2017	Payroll	7	EFT		54.09	
2839	08/04/2017	Payroll	7	EFT	Community First Bank	14,421.61	941 Deposit For 07/31/2017 - 07/31/2017
2840	08/04/2017	Payroll	7	EFT	Department Of Retirement	9,304.57	07/31/2017 To 07/31/2017 - PERS 2; 07/31/2017 To 07/31/2017 - LEOFF 2; 07/31/2017 To 07/31/2017 - Deferred Comp; 07/31/2017 To 07/31/2017 - PERS 3
2841	08/04/2017	Payroll	7	EFT	MT457-306685	500.00	07/31/2017 To 07/31/2017 - ICMA-457
2786	07/31/2017	Payroll	7	36600		120.36	
2795	07/31/2017	Payroll	7	36601		1,232.95	
2799	07/31/2017	Payroll	7	36602		141.27	
2801	07/31/2017	Payroll	7	36603		517.09	
2803	07/31/2017	Payroll	7	36604		391.59	
2810	07/31/2017	Payroll	7	36605		436.20	
2811	07/31/2017	Payroll	7	36606		381.68	
2818	07/31/2017	Payroll	7	36607		215.63	
2819	07/31/2017	Payroll	7	36608		215.63	

CHECK REGISTER

City Of Connell
MCAG #: 0286

07/31/2017 To: 08/05/2017

Time: 11:19:30 Date: 08/04/2017
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2823	07/31/2017	Payroll	7	36609		396.66	
2827	07/31/2017	Payroll	7	36610		180.92	
2829	07/31/2017	Payroll	7	36611			Deleted Payroll Entry - Genesis Bernal
2834	07/31/2017	Payroll	7	36612		513.84	
2842	08/04/2017	Payroll	7	36613	AFLAC	269.76	07/15/2017 To 07/31/2017 - AFLAC Addtl (AT); 07/15/2017 To 07/31/2017 - AFLAC Pre-Tax
2843	08/04/2017	Payroll	7	36614	AWC Employee Benefits Trst	22,490.86	07/15/2017 To 07/31/2017 - AWC; 07/15/2017 To 07/31/2017 - AWC Dental; 07/15/2017 To 07/31/2017 - AWC-Life
2844	08/04/2017	Payroll	7	36615	American Legal Services	14.48	07/15/2017 To 07/31/2017 - ALS
2845	08/04/2017	Payroll	7	36616	Colonial Life	699.94	07/15/2017 To 07/31/2017 - Colonial Life Pretax; 07/15/2017 To 07/31/2017 - Colonial Life-aftertax
2846	08/04/2017	Payroll	7	36617	NW Admin. Transfer Acct.	9,608.90	07/15/2017 To 07/31/2017 - NW Administrator
2847	08/04/2017	Payroll	7	36618	Teamsters Local Union # 839	347.00	07/15/2017 To 07/31/2017 - Union # 839
2848	08/04/2017	Payroll	7	36619	Case # 2549720 WA State Support Registry	650.00	07/31/2017 To 07/31/2017 - Child Support
2849	08/04/2017	Payroll	7	36620	WSECU	275.00	07/31/2017 To 07/31/2017 - WSECU
2855	07/31/2017	Payroll	7	36621		41.56	
						63,993.32	001 General Fund
						3,330.24	101 Street
						16,456.32	401 Water Fund
						14,199.13	402 Sewer Fund
						97,979.01	Payroll:
							97,979.01

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



City of Connell

**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: PUBLIC HEARING POCKETINET FRANCHISE APPLICATION

The Franchise Application from PocketiNet Communications, Inc. has been withdrawn, see attached letter.



45 Terminal Loop Rd., Suite 210
Walla Walla, WA 99362

August 1, 2017

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

Dear Ms. Peña,

Thank you for your help in the process to acquire a franchise agreement with your City. Due to the lengthy process and schedule uncertainty that resulted, PocketiNet has decided to not deploy its services to your city at this time. Please withdraw our application for a franchise.

Thank you again for your help.

Sincerely,

A handwritten signature in black ink that reads "Wrandoll Brenes Morua". The signature is written in a cursive style with a large, stylized initial "W".

Wrandoll Brenes Morua, P.E.
Outside Plant Director

City of Connell



**EASTERN
WASHINGTON'S
HARVESTLAND**

MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: PUBLIC HEARING ALLEY VACATE HERITAGE PARK

The purpose of this hearing is to allow Council to hear comments from the public in regards to the proposed alley vacate at Heritage Park. The attached map indicates the area to be vacated.

No written or verbal comments have been received in regards to the vacation of the alley at the time of writing this memo.

STAFF REPORT

PROPOSED VACATION OF ALLEY

Vacate a portion of the alley located between Parcel No. 109-811-063 and Parcel No. 109-811-205.

Key Information:

Hearing Date:	August 7, 2017
Applicant:	City of Connell
Resolution approved on:	July 3, 2017
Purpose:	Vacation of a portion of the Alley
Property Location:	Adjacent to 350 W. Adams St., Connell Heritage Park
Parcel Number:	109-811-063
Legal Description:	Fully given in Resolution 2017-12
Zoning Designation:	Public Facility

Background:

In November of 2016 Council approved the sale of the Heritage Museum. City Staff has been working with the Connell Heritage Museum to provide for the sale of additional City land where the caboose and old school house are currently located. The caboose is owned by the City but is being used by the Museum for a display. The Museum is also currently maintaining the caboose. The old school house is owned and maintained by the museum but is located on the alley between the City and the Museum.

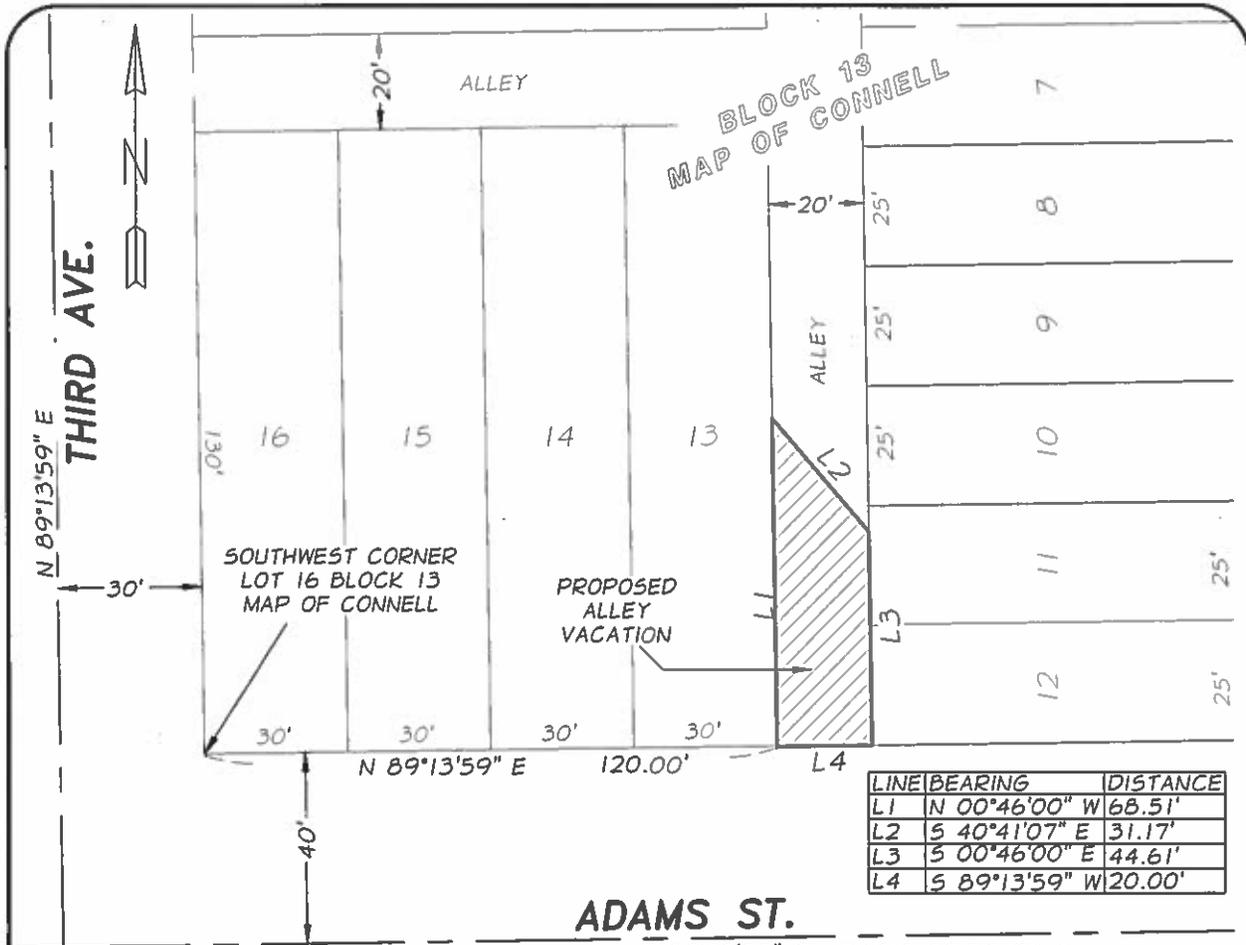
By vacating a portion of the alley between the City and the Museum, the City would be able to move forward with a Purchase and Sale Agreement that would provide for the sale of the property where the old school house and caboose are currently located.

Findings of Fact:

1. The area requested to be vacated is currently not being used as an alley, and has not been maintained as an alley. The construction of the sidewalk on Adams Street prevented entrance onto the alley from Adams Street.
2. There is still access to the remainder of the alley.
3. Connell Comprehensive Plan (p. 13) - Goal 5 - Policy 3 is: "Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance."
4. Connell Comprehensive Plan (p. 38) - Goal 3 - Policy 2 states: "Advance the revitalization of the downtown commercial area and seek to renew the integrity of downtown as a gathering place for citizens."
Strategy 1. Collaborate with local downtown development association and business owners to develop a historic district.
Strategy 2. Seek opportunities to support and strengthen community events, such as a fall festival and winter parade.

Conclusion:

Based on the Findings of Fact, staff recommends approval of the alley vacation.



LINE	BEARING	DISTANCE
L1	N 00°46'00" W	68.51'
L2	S 40°41'07" E	31.17'
L3	S 00°46'00" E	44.61'
L4	S 89°13'59" W	20.00'

ALLEY VACATION DESCRIPTION

N 89°13'59" E BASIS OF BEARING

A PORTION OF THAT 20 FOOT WIDE ALLEY WITHIN BLOCK 13 OF THE MAP OF CONNELL, RECORDED IN BOOK "A" AT PAGE 69, RECORDS OF FRANKLIN COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 31 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 13, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF ADAMS STREET; THENCE ALONG SAID ADAMS STREET N.89°13'59"E., 120.00 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION:

THENCE DEPARTING SAID ADAMS STREET AND ALONG THE WESTERLY LINE OF SAID ALLEY N.00°46'00"W., 68.51 FEET; THENCE DEPARTING SAID WESTERLY LINE S.40°41'07"E., 31.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID ALLEY; THENCE ALONG SAID EASTERLY LINE S.00°46'00"E., 44.61 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE ALONG SAID ADAMS STREET S.89°13'59"W., 20.00 FEET TO THE TRUE POINT OF BEGINNING:

CONTAINING 1131.141 SQUARE FEET OR 0.026 ACRES MORE OR LESS.



ap anderson perry associates
 www.andersonperry.com
 (509) 529-9260

ALLEY VACATION
CITY OF CONNELL
FRANKLIN COUNTY, WA.
 AP JOB# 68-244-100

EXHIBIT
A
JUNE 2017



MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: ORDINANCE NO. 981-2017 ALLEY VACATE AT HERITAGE PARK

Ordinance No. 981-2017 provides for the vacation of a portion of the alley between the Connell Heritage Museum and the Connell Heritage Park located on West Adams Street.

This portion of the alley has not been accessible since the construction of the sidewalk on the North side of West Adams in 2012. The alley still has access on the North side off of West Borah as well as access from the parking lot at Connell Heritage Park.

With this alley vacation the City would be able to move forward with the surplus of the property and a Purchase and Sale Agreement with the Museum.

RECOMMENDATION: Council move to adopt Ordinance No. 981-2017 vacating a portion of the alley between Connell Heritage Museum and Connell Heritage Park.

CITY OF CONNELL, WASHINGTON

ORDINANCE NO. 981-2017

AN ORDINANCE OF THE CITY OF CONNELL, WASHINGTON, VACATING AN UNOPENED RIGHT-OF-WAY WITHIN THE CITY; IN SECTION 36, TOWNSHIP 14 NORTH, RANGE 31 EAST; AS HEREINAFTER DESCRIBED.

WHEREAS, pursuant to Resolution No. 2017-12, passed by the City Council on the 3rd day of July, 2017, setting forth the City's intent to vacate an unopened right-of-way in Section 36, Township 14 North, Range 31 East W.M., a public hearing was held before the City Council on the 7th day of August, 2017; and

WHEREAS, written notice of the City's intention to vacate said right-of-way, together with a statement of the time and place affixed for the public hearing thereon before the Connell City Council to determine whether said unopened street right-of-way shall be vacated was posted in three public places in the City, as well as on the right-of-way to be vacated, and the owners of property abutting the right-of-way were notified by mail and according to law; and

WHEREAS, all other steps and proceedings required by law to vacate said right-of-way have been duly taken and performed;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONNELL, WASHINGTON, do hereby ordain as follows:

Section 1. The following-described unopened street right-of-way, to-wit:

A PORTION OF THAT 20 FOOT WIDE ALLEY WITHIN block 13 of the map of Connell, recorded IN BOOK "A" AT PAGE 69, RECORDS OF FRANKLIN COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ON-QUARTER (NE ¼ NE ¼) OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 31 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 13, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF ADAMS STREET; THENCE ALONG SAID ADAMS STREET N.89°13'59"E., 120.00 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE DEPARTING SAID ADAMS STREET AND ALONG THE WESTERLY LINE OF SAID ALLEY N.00°46'00"W., 68.51 FEET; THENCE DEPARTING SAID WESTERLY LINE S.40°41'07"E., 31.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID ALLEY; THENCE ALONG SAID EASTERLY LINE S.00°46'00"E., 44.61 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-

WAY LINE OF ADAMS STREET; THENCE ALONG SAID ADAMS STREET
S.89°13'59"W., 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1131.141 SQUARE FEET OR 0.026 ACRES MORE OR LESS.

SITUATED IN THE CITY OF CONNELL, FRANKLIN COUNTY, WASHINGTON.

shall be, and the same hereby is, vacated and the land so vacated shall be, and the same hereby is, surrendered and attached to the lots bordering thereon, and all right or title of the City of Connell and the public in and to that portion of said right-of-way so vacated shall, and hereby does vest in the owners of said property abutting thereon, all in the manner provided by law.

Section 2. This Ordinance shall be in full force and effect five days following its passage and publication in the official newspaper of the City.

PASSED AND ADOPTED by the City Council of the City of Connell, Washington, 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: _____ in the Franklin County Graphic.



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR & COUNCIL
FROM: MARIA PEÑA, CITY ADMINISTRATOR
RE: PURCHASE AND SALE AGREEMENT FRANKLIN COUNTY HOSPITAL DISTRICT

Franklin County Hospital District is now ready to move forward with the execution of the Purchase and Sale Agreement as attached.

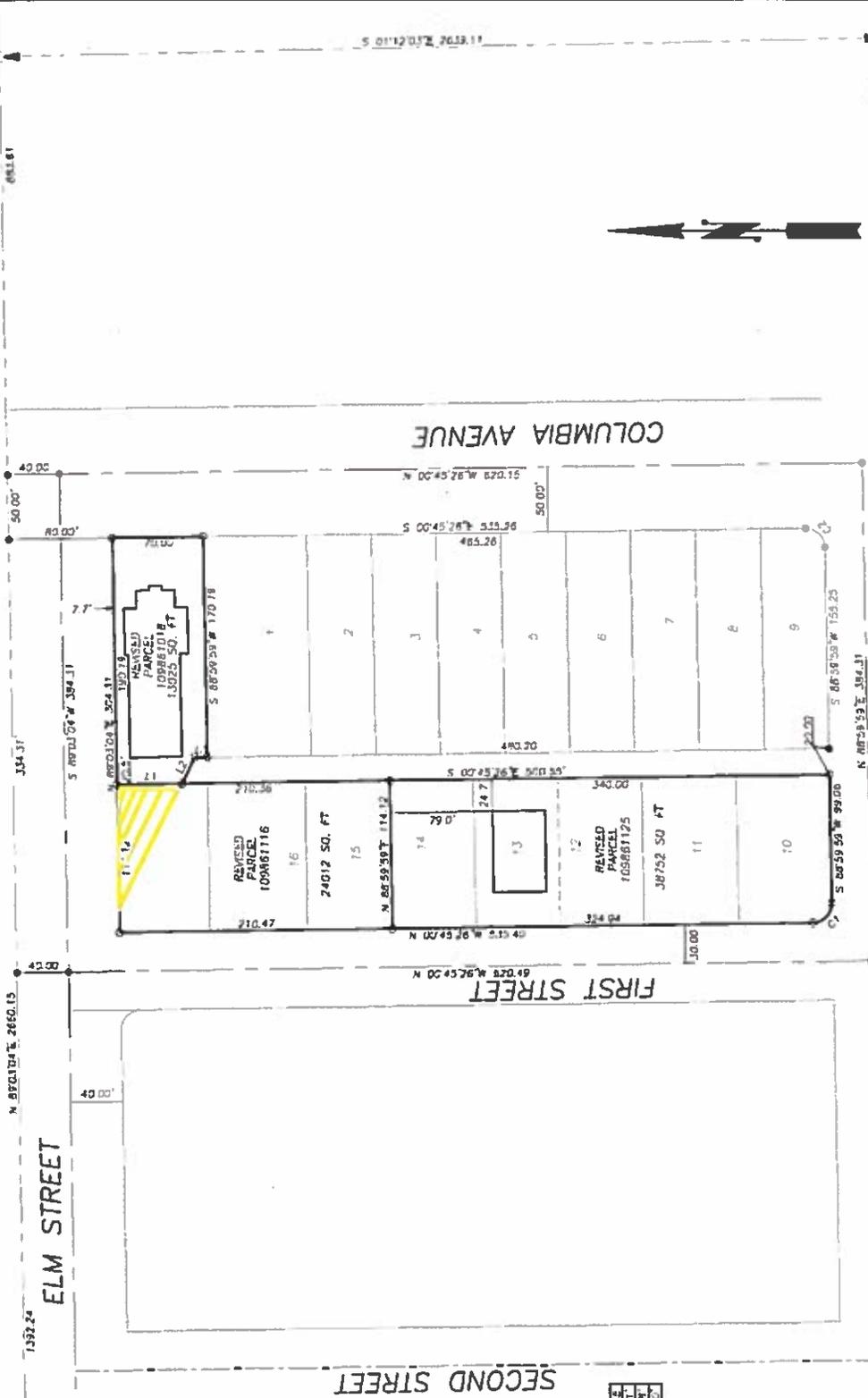
The Hospital District has been working on acquiring the land adjacent to the Fire Hall for the relocation and expansion of the District's Emergency Medical Transport Services. This Purchase and Sale Agreement sets the purchase price at \$2,401.00 payable at closing, no later than September 1.

Recommendation: Council move to approve the Purchase and Sale Agreement between the Franklin County Public Hospital District and the City of Connell.

RECORD SURVEY FOR BOUNDARY LINE ADJUSTMENT FRANKLIN COUNTY HOSPITAL DISTRICT #1

NE 1/4, OF SE 1/4 SEC 36 T14N, R11E, W1M.
CONNELL, FRANKLIN COUNTY, WASHINGTON

5/4 SEC 36
T14N, R11E, W1M
PND BRASS CAP IN
MON CASE?



NOTES
 1. 0 DEVICES SET 2/8" IRON PINS WITH PLASTIC CAPS MARKED 'MOBLEY 41968' AT PROPERTY CORNER UNLESS NOTED OTHERWISE.
 2. DEVICES FOUND UNMARKED DATE VISITED FEBRUARY 2017.
 3. DEVICES CALCULATED FROM POINT NOT SET.
 4. ALL DISTANCES ARE IN FEET.
 5. EQUIPMENT USED INCLUDED A LEICA TFS 1100 TOTAL STATION WITH STANDARD OF ERROR OF 2 SECONDS AND 3 MM @ 5 PPM & TRIMBLE GPS.

LINE	BEARING	DISTANCE
L1	S 07° 53' 20" E	49.81
L2	S 63° 14' 40" E	22.48
L3	S 02° 32' 20" E	10.00

CURVE	RADIUS	ARC LENGTH	CENTR. ANGLE	CHORD BEARING	CHORD LENGTH
C1	15.00'	21.63'	90° 12' 15"	S 23° 57' 24" E	21.75'
C2	15.00'	21.50'	89° 45' 25"	N 44° 07' 18" E	21.17'

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF _____, 20____, AT _____ MINUTES PAST _____ A.M. AND RECORDED IN VOLUME _____ OF SURVEYS PAGE _____ AT THE REQUEST OF _____ MOBLEY SURVEYING SERVICE, INC., P.C.

FRANKLIN COUNTY AUDITOR _____ FILE NUMBER _____

SURVEYOR'S CERTIFICATE

PREPARED AND FORWARDED BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF FRANKLIN COUNTY HOSPITAL DISTRICT #1 IN FEBRUARY 2017.
 RICHARD S. RUSSOM PLS 41568

VICINITY MAP

Sheet 1 of 2
 JOB # 16-115

MOBLEY SURVEYING SERVICE, INC., P.C.
 P.O. BOX 1415
 KENNESAW, WASHINGTON 99118
 360-282-8718

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into on this ___ day of _____, 2017, between the Franklin County Public Hospital District, a (hereinafter "District") and the City of Connell, a Washington municipal corporation (hereinafter "City") for establishing the terms and conditions for the sale of real property (hereinafter "Property") generally described as a portion of Franklin County Parcel No. 109861018 located at the address of 605 S. Columbia Avenue, Connell, WA.

RECITALS

WHEREAS, City is the owner of real property located in Franklin County, Washington, which real property is described generally above; and

WHEREAS, City wishes to sell such real property and District wishes to purchase such property under certain terms and conditions as set forth below; **NOW, THEREFORE**,

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purchase and Sale. City agrees to sell, and District agrees to purchase:
 - (a) The property generally described above and legally described in Exhibit A attached hereto.
 - (b) All development rights relating to the real property; (i) all rights to obtain utility service in connection with the real property; (ii) assignable licenses and other governmental permits and permissions relating to the real property and the operation thereof.
 - (c) The land, improvements, and appurtenances which constitute real property are hereafter collectively defined as the "Real Property." All of the Property included by reference within the foregoing paragraphs 1(a) through 1(c), both real and personal, is hereinafter collectively referred to as the "Property."
2. Purchase Price/Financing. The purchase price for the Property shall be \$1.00 per square foot. The survey obtained per Section 4 below represents that the Property totals \$2,401.00 gross Sq. Ft. As such the purchase price shall be \$2,401.00. The purchase price is payable in cash to City at closing.
3. Method of Payment. Within ten (10) business days of the effective date of this Agreement, District will deposit with Benton-Franklin Title Company earnest money in the sum of Five Hundred and 00/100ths Dollars (\$500.00), which shall be held in an interest-bearing trust account. This earnest money deposit shall be applied to the purchase price.
 - (a) District agrees that the earnest money deposit shall be paid to City if the sale does not close after District has removed all contingencies in writing.

- (b) Upon closing, District shall electronically transfer or issue a cashier's check for the balance of the purchase price in the amount of \$1,901.00.

4. Survey and Boundary Line Adjustment.

The District has, at the District's sole expense, obtained a current survey of the Property that has accomplished the following:

- (1) Provided a metes and bounds legal description of the Property.
- (2) Calculated the exact square footage of the Property upon which the purchase price as provided in Section 2 above shall be calculated.
- (3) Identified the common roadway location.
- (4) Created a proper legal description of the property.

Within ten (10) days after termination of the Inspection Period described in Section 7 below, the District will initiate a boundary line adjustment in order for the property to be properly segregated and have new parcel numbers assigned.

- 5. Title. Title to the Property is to be so insurable at closing under terms of the title policy required to be delivered by City under terms of Section 6 below. All title insurance charges for the policy referenced in Section 6 below in the amount of the purchase price shall be paid by the District.

- 6. Preliminary Commitment. Within fifteen (15) days from the last party's execution of this agreement, City shall furnish District with a preliminary report/commitment from Benton-Franklin Title for an ALTA owner's policy of title insurance with respect to the Real Property, together with a copy of each document forming the basis for each exception referenced therein. District shall advise City of any title objections within five (5) days of its receipt of the report/commitment to remove all exceptions or conditions in the title commitment. If within ten (10) days after its notice to City, District has not received evidence satisfactory to it that such unsatisfactory items can and will be removed at or prior to closing at City's sole cost and expense, then District may elect to (a) terminate this Agreement and receive a full refund of the earnest money deposit, (b) waive such defects, or (c) continue this Agreement in effect pending their removal. Removal of unsatisfactory items or their waiver shall be a condition of closing. If District does not make an election within thirty (30) days of its execution of this Agreement, District shall be deemed to have waived the defects.

7. Due Diligence; Inspection Period.

- (a) Within fifteen (15) days following the effective date of this Agreement, City shall provide District with the title commitment described in Section 6 above, together with all relevant documents relating to the Property, including but not limited to copies of all easement, lot segregation and all other covenants and restrictions with respect to all or portions of the Property; and all existing surveys and other

reports and studies relating to the Property or its use or development in the possession of City.

- (b) District shall have thirty (30) days from the effective date of this Agreement (the "Inspection Period") within which to conduct an examination of the Property, including examinations of title, engineering tests, soils tests, water percolation tests, ground water tests, environmental examinations, market studies, appraisals, and any other tests or inspections which District shall have deemed necessary or desirable for the purpose of determining whether the Property is suitable for his intended uses. On or before the expiration of the Inspection Period, the District shall notify City in writing, with a copy to Escrow Agent, whether District intends to purchase the Property or terminate this Agreement. If District elects to purchase the Property, then the Inspection Period shall terminate and District's obligation to purchase and City's obligation to sell the Property shall remain, subject to the other terms and conditions of this Agreement. Within ten (10) days after such notification, District shall initiate a boundary line adjustment in accordance with Section 4 above. If District elects not to purchase the Property, then this Agreement shall be void and of no further force and effect, and the deposit shall be returned to District. In the event District fails to notify City in writing of its election to purchase the Property or terminate this Agreement prior to the expiration of the Inspection Period, then District shall be deemed to have elected to terminate this Agreement.
- (c) District agrees to repair any damage to the Property resulting from any activities of District or his agents or consultants on the Property before closing. District agrees to defend, indemnify and hold the City harmless from any and all damages, expenses, claims, or liabilities (including but not limited to attorney's fees and costs) arising out of any activities of District or his agents or consultants on or about the Property before closing, except to the extent that the same results from the City's negligence. District shall not be liable for any inspection claim resulting from District's discovery of any pre-existing condition (including, but not limited to, the existence of any hazardous materials) in, on, under or about the Property or any exacerbation of a pre-existing condition in, on, under or about the Property, except to the extent that the exacerbation results from the negligent act or omission of District or his agents or consultants.
8. Pro-rations. Any assessments and other expenses related to the property for the month of closing, shall be prorated as of closing. All expenses, fees and sums owing or incurred for the Property for periods prior to closing shall be paid by City, when and as due.
9. Possession. District shall be entitled to sole possession of the Property at closing.
10. Closing. Closing shall occur within ten (10) days of the conclusion of District's inspection period as provided in Section 7 above, but in no event later than September 1, 2017.

- (a) At closing, City will deposit with Benton-Franklin Title Company a duly executed statutory warranty deed covering the Property; a FIRPTA affidavit; and all other documents required of it to close this transaction in accordance with the terms hereof. All such documents shall be in form satisfactory to District's counsel.
 - (b) At closing, District will deposit with Benton-Franklin Title Company the monies required of it to close the transaction in accordance with the terms hereof.
- 11. Closing Costs. The title insurance premium, recording fees on the deed and all other closing fees shall be paid by the District. The District shall bear all costs associated with the boundary line adjustment for the lot segregation. Each party shall bear its own attorneys' fees, except as otherwise expressly provided herein.
- 12. Counterparts. This Agreement may be signed in counterparts which, taken together, shall constitute the complete Agreement.
- 13. Actions During Term. During the term hereof, City shall not enter into any lease or other agreement affecting the Property or its operation, or modify, extend or otherwise change the terms of any lease or other agreement affecting the Property or its operation or otherwise permit any change in the status of title to the Property without District's prior written consent.
- 14. Assignment. District may not assign District's interest in this Agreement without City's prior written consent, which shall not be unreasonably denied.
- 15. City's Warranties; Indemnity. City makes the following representations and warranties, which shall be deemed remade as of the closing date:
 - (a) The Property and improvements are not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, private restriction, zoning or environmental restriction.
 - (b) Other than the obligations of record, there are no obligations in connection with the Property, which will be binding upon District after closing other than liability for the payment of real estate taxes and utility charges.
 - (c) There are no claims, actions, suits or governmental investigations or proceedings existing or, to the best of City's knowledge, threatened against or involving City or the Property (including, without limitation, any condemnation or eminent domain proceeding or matter related to the formation of or assessment by a local improvement district) and City has received no written notice thereof.
 - (d) All insurance policies now maintained on the Property, if any, will be kept in effect, up to and including the closing. City has received no notice from any insurance company or rating organization of any defects in the condition of the Property or of the existence of conditions which would prevent the continuation of existing coverage or would increase the present rate of premium.

- (e) There are no leases affecting the Property.
- (f) The Property is currently zoned PF (Public Facilities).
- (g) There are no commissions due to any real estate broker or agent that arise from this Agreement.
- (h) All such representations and warranties shall be reaffirmed by City as true and correct as of the Closing Date and shall survive the Closing for a period of two (2) years.

If, prior to closing, City becomes aware of any fact or circumstance which would change a representation or warranty, then City will immediately give notice of such changed fact or circumstance to District, but such notice shall not relieve the City of its obligations hereunder.

- 16. Costs and Expenses. Except as otherwise expressly provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement, and other documentation related hereto, and in the performance of its duties hereunder.
- 17. Notices. All notices provided for herein may be delivered in person, sent by commercial overnight courier, telecopied or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time-to-time direct:

City:

City of Connell
P.O. Box 1200
104 East Adam Street
Connell, WA 99326
Attn: Maria Peña
509-234-2701

District:

Kerr Law Group
7025 W. Grandridge #A
Kennewick WA 99336
Attn: Leland B. Kerr, Attorney for District
509-735-1542

- 18. Miscellaneous.

- (a) Further Documentation. Each of the parties agrees to execute, acknowledge, and deliver upon request by the other party any document which the requesting party

reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party than is otherwise imposed hereunder.

- (b) Headings. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
 - (c) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Pacific Time.
 - (d) Time of Essence. Time is of the essence of this Agreement.
 - (e) Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
 - (f) Exhibits. The Exhibits referred to herein and attached to this Agreement are incorporated herein as if set forth in full.
 - (g) Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
 - (h) Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.
19. Attorneys' Fees. If any lawsuit or arbitration arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to receive from the losing party, the substantially prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.
20. Waiver. A party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

22. Facsimile Signatures. Each party (a) has agreed to permit the use, from time-to-time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (b) intends to be bound by its respective telecopied signature, (c) is aware that the other will rely on the telecopied signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy.
23. REMEDIES. IF DISTRICT FAILS, AFTER THE REMOVAL OF ITS CONTINGENCIES, AND WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE DEPOSIT SHALL BE FORFEITED TO CITY AS LIQUIDATED DAMAGES AND THE SOLE AND EXCLUSIVE REMEDY TO CITY FOR SUCH FAILURE. IN THE EVENT OF CITY'S DEFAULT, DISTRICT MAY PURSUE ANY REMEDY AVAILABLE AT LAW OR IN EQUITY, INCLUDING SPECIFIC PERFORMANCE.

 District's Initials _____

 City's Initials _____

24. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

DISTRICT: Franklin County Public Hospital District No. 1

 By: Judy Schubert, Authorized Official

 Date

CITY: City of Connell

 By: Maria Peña, City Administrator

 Date

Attest:

Approved as to form:

 Heidi Ellerd

 Dan Hultgrenn, Attorney for City of Connell

Exhibit A

TELEPHONE 509-582-6716

FAX 509-582-6303

WORLEY SURVEYING SERVICES, INC. P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336

Portion of parcel 109861018 to be transferred to parcel 109861116

That portion of Block One Striker Addition to the Town of Connell according to the Plat thereof recorded in Volume C of Plats, Page 84 records of Franklin County, Washington:

EXCEPT the North 80.00 feet thereof for Road purposes per dedication deed 341758 records of Franklin County Washington:

Together with that portion of Vacated West Elm Street adjacent to said Block One as vacated in Ordinance number 353, and recorded November 9, 1973, in volume 56, page 424, Auditors file number 341568 records of said county and state; and more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 36, Township 14 North, Range 31 East, W.M. being a brass cap; thence along the North line of said Southeast quarter South $89^{\circ}03'04''$ West for 933.61 feet; thence leaving said North line South $00^{\circ}45'26''$ East for 80.00 feet to the South right of margin of Elm street per dedication deed 341758 records of said county; and also being on the West right of way margin of Columbia Avenue shown as U.S. 395 on Striker Addition to the Town of Connell; thence along the South right of way margin South $89^{\circ}03'04''$ West for 190.19 feet to the True Point of Beginning; thence leaving said right of way margin South $00^{\circ}45'26''$ East for 49.81 feet to the center line of vacated Elm Street per Ordinance number 353; thence North $63^{\circ}34'40''$ West for 108.35 feet to the South right of way margin of said Elm Street per dedication deed 341758; thence along said South right of way margin North $89^{\circ}03'04''$ East for 96.39 feet to the True Point of Beginning.

Containing 2,401 square feet.



MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: ROSE COURNEYA, CITY CLERK/TREASURER
RE: WASHINGTON COLLECTORS TRI-CITIES, INC. CONTRACT

Several months ago, I started looking into accounts the city had sent to collections. Upon review of the current collection agency "Armada", I discovered several accounts had no activity and the City had not received any funds on accounts in collection for some time.

After talking with the City Attorney, I looked into switching the cities collection to a different collection agency.

I have spoken to other cities, counties etc, and decided Washington Collectors Tri-Cities, Inc. would be the best choice for the City's accounts in collections.

Attached is a list of References for Washington Collectors Tri-Cities, Inc.

Attached is Washington Collectors Tri-Cities, Inc. Mission Statement.

OPTIONS: 1) Move to approve contract with Washington Collectors Tri-Cities, Inc. 2) Do not approve. 3) Defer action to a later date.

RECOMMENDATION: approve collections contract

SERVICE AGREEMENT

This agreement made and entered into this 7th day of August, 2017 between the City of Connell, a Washington municipal corporation hereinafter referred to as “client” and Washington Collectors Tri-Cities, Inc., hereinafter referred to as “agency.”

Whereas, agency is engaged in the business of collecting accounts receivable and the parties here to desire to assign delinquent accounts for client, it is agreed as follows:

Compliance with laws. Agency will comply with all state and federal laws, including but not limited to FDCPA, GRAMM-LEACH-BLILEY and HIPAA.

Legal action. All court costs will be advanced and charged to the debtor to the extent and in the manner permitted by law.

Direct payments. Client will promptly report to agency all direct payments received by client on accounts placed for collection. Agency is entitled to full commission as herein provided on all monies recovered or received on the accounts after the date assignment, whether paid to agency or client.

Settlements. Agency shall not settle for less than principal without verbal permission from the client. Agency is entitled to full commission based on the amount of the settlement, plus all collection and court costs assessed, unless waived by the agency.

Accounting. Agency will mail or deliver to client after the 15th day of each month an accounting of all collections received during the previous month. All payments received by client will be deducted resulting in a “net” settlement and trust remittance, in the event monies are due the agency, client will remit payment within fifteen days.

Audit. All accounts placed for collection are subject to an audit, by either party, at any time during usual business hours or by an independent auditor with reasonable notice.

Confidentiality. Any information provided by client on the debtor will be used solely for skip tracing and/or collecting debtor’s account. This information will be held by agency in the strictest of confidence with the exception that in the event of legal action the documentation provided by the client may be presented to the court as evidence. Agency retains the right to submit debtor information for the purpose of credit reporting unless otherwise directed by the client.

Independent contractor. Agency is and shall at all times be an independent contractor in the performance of this agreement.

Indemnification. Each party hereto shall indemnify and hold the other harmless from any error or omission arising out of this agreement or its subject matter caused by its negligence or misconduct, or by its breach of any term or provision of this agreement. The aforesaid duty of indemnification shall include the duty to defend and pay all costs of defense of any and all such

claims. Client assures collector that it is compliant with health insurance portability and accountability act (HIPAA "privacy rule").

Interpretation. This agreement should be construed and enforced in accordance with the laws of the state of Washington.

Termination. This agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of termination of this contract the client may recall any accounts assigned within 60 days from date of termination. Accounts retained by the agency will remain subject to the terms of this contract. Accounts less than 60 days where legal execution or promise to pay is pending may be terminated by mutual agreement on an individual basis. In the event of a breach of this agreement the prevailing party shall be entitled to a reasonable attorney fee in addition to other damages occasioned by said breach. In any action for breach of this agreement, venue shall lie exclusively in Franklin County, Washington.

Collection services compensation:

- A. Client will be entitled to a commission of 100 percent remittance prior to the agency's 40 percent collection charge to debtor on accounts assigned over \$25.00. Accounts over \$100.00 legal action will be taken. The commission shall be 100 percent principle to client.
- B. No accounts will be forwarded to another agency.
- C. Agency will be entitled to all recovered handling fees, interest, legal costs, and any collection costs as allowed by state and federal laws.

Check recovery compensation.

- A. A handling fee of \$38.00 per check will be assessed to the check writer.
- B. Client will be entitled to 100 percent of the face amount of the check contingent upon collection of said check and all applicable fees, with the exception of checks for which the client has accepted a partial payment, stop payment checks and checks collected through an affiliate agency in another area (forwards), which will be remitted to the client at 50 percent of the face value or balance thereof, contingent.

Assignment agreement. Client may from time to time refer various accounts, contracts, checks, drafts and money orders, here after referred to as instruments or accounts for collection. Such referrals shall be accomplished by manual, physical or electronic transmission (ftp), tape, floppy download, internet transfer or such other means as suitable to meet the needs of client and agency. Said transmissions need not to be accompanied by a separate formal document of assignment. Such referrals shall in any event operate as an assignment to agency of all of client's right and title and interest in and to such instruments, for good and valuable consideration. Client agrees to exercise due diligence in the providing of information.

Thereafter, Washington collectors tri-cities, inc. shall have with regard to any such instruments, full power to collect, sue upon, settle, compromise or discharge. Agency shall also have full power to receive and endorse any check, draft or money order received in payment or partial payment of any accounts assigned for collection. This agreement constitutes the entire agreement between the parties and shall not be modified except in writing signed by both parties.

City of Connell (Client)

Washington Collectors Tri-Cities, Inc

Signature _____

Signature _____

Mayor -Bruce Blackwell

Gene Spaulding

Date _____

Date _____

REFERENCES

Benton County District Court	Jacki Lahtinen	735-8476
Benton-Franklin Juvenile Justice Center	Jennifer Bowe	736-2721
City of Pasco Ambulance, Cemetery, Abatement, Utilities, Waste Works	Stephanie Brock	544-3066
City of Richland Ambulance, Cemetery, Abatement, Utilities, Waste Works	Lynn Kauer	942-7310
Hames, Anderson & Whitlow, Attorneys at Law	Timothy D. Anderson	586-7797
Kelley's Tele-Communications	Julie Sovereign	735-0404
Lourdes Health Network	Kim Jesernig	542-3035
Spencer Jilek, D.D.S.	Shawn Defferding	547-0703
Upper Kittitas County District Court	Deana Mackenzie	674-5533
Washington Physical Therapy	Elena Leora	543-3725
Sean L Mathews DDS	Jennifer Smith	783-6168



**WASHINGTON
COLLECTORS**
TRI-CITIES, INC.

510 NORTH 20TH, SUITE D
P.O. BOX 742
PASCO, WASHINGTON 99301
PHONE: (509) 547-9711
FAX: (509) 547-0681
1 (800) 877-6415

Mission Statement

At **Washington Collectors, Tri-Cities Inc.**, it is our belief that the keys to success in any business endeavor include honesty, professionalism, and a sound working knowledge of the industries we service. This philosophy is the cornerstone of our success, confirmed by a loyal customer base and consistent growth. We believe our clients put their trust in our organization as their collection representatives for the following reasons:

We strive to provide collection services in a professional and courteous manner.

Our trained and experienced staff are well versed in all aspects of the collection industry.

Extremely competitive fees are offered.

Our recovery rate is consistently 12 to 15% higher than the national average of 19.8%.

Business dealings are always handled with honesty and integrity.

Whenever possible, we will try to answer your questions on a same day basis.

Every member of our staff will work for you and with you.

DEMOGRAPHICS

Washington Collectors, Tri-Cities Inc. has been a member of the collection agency community since 1958, and provides primary coverage in Washington and Oregon, with affiliates throughout the United States and Canada. Our client base consists of hospital, medical and dental accounts, other professionals such as attorney firms and accountants, governmental entities, utilities, retail merchants, dishonored check collections and commercial collections.



MEMORANDUM

DATE: AUGUST 7, 2017
TO: MAYOR AND COUNCILMEMBERS
FROM: ROSE COURNEYA, CITY CLERK/TREASURER
RE: 2018 CALL FOR BUDGET/TIMELINE

It's that time of year again to start working on the next year's fiscal budget.

Attached is a timeline for the City of Connell 2018 budget preparation and adoption.

I have also attached MRSC's compliance timeline calendar for your review.

The 2018 budget has been created in the cities software so each department head can start working on their 2018 proposed budget.



Memo

To: Maria Peña , City Administrator and Staff
From: Rose Courneya, City Clerk-Treasurer
Date: August 7, 2017
Re: Budget Dates for **FY 2018 Budget**

Please take note of the budget dates for developing the 2018 FY Budget. This proposed schedule and dates may be changed if needed, but for now please consider them as prescribed. The dates proposed either meet or exceed the state requirements for meeting deadlines for adoption of the next fiscal year budget. If you have questions or concerns, please let me know. The dates are as follows:

August 1 - Request by City Clerk to all department heads to prepare detailed estimates of revenues and expenditures for next fiscal year budget. (Must be done by before second Monday in September)

September 8 - Estimates are to be filed with City Clerk/Treasurer (before the 4th Monday in September)

September 15 - Proposed preliminary budget presented to City Administrator (before the first business day in the October)

October 2- Public Hearing Revenue Estimates-Amount to be Raised by Ad Valorem Taxes to Legislative Body (before the first Monday day in October) File with county (RCW 35A.33.135)by 11/30

September 22 - Send notice to Graphic for public hearing to be published on **September 28**

September 20-Preliminary Budget Filed with Clerk (before first day of October) (RCW 33A.33.052)

October 2-Preliminary Budget and Budget Message filed with Legislative Body (before October 31)

Public Notice of Budget Hearings (no later than the first two weeks in November)

October 16th - Public Hearing 2018 Fiscal Year Preliminary Budget (no later than first two weeks in November) (RCW 35A.33.070)

October 6- Send notice to Graphic that the preliminary budget has been filed and notice of Preliminary Budget hearing for **October 16** to be published on **October 12**. (no later than first two weeks in November) (RCW 35A.33.060)

November 6th - Public Hearing-2018 Final Budget (must be before first Monday of December and maybe continued from day to day but no later than the 25th day prior to next FY (December 7) Final Budget must be adopted prior to beginning of the next year.

October 19- Send notice to Graphic of **final budget hearing for November 6** to be published **October 26** and **November 2**. (must be published two consecutive weeks and no later than first two weeks of November) (no later than first two weeks in November) (RCW 35A.33.060)

November 13, Preliminary Budget Available to Public (no later than six weeks before January 1)

December 4- Adoption of final budget by ordinance. Budget must be adopted prior to the beginning of the next calendar year. (RCW 35A.33.075)

After budget adoption – Copy of final budget to be transmitted to the State Auditor's Office & MRSC State Auditor's Office Transmit, email- WASStateAuditorSubscriptions@sao.wa.gov MRSC-mrsc@mrsc.org—ezwick@mrsc.org

2018 Budget Calendar for Cities and Towns

The annual budget process requirements for cities and towns are listed in chapter 35.33 RCW and for code cities in chapter 35A.33 RCW.

This calendar provides the statutory deadlines for each of the budget preparation steps. Throughout chapter 35.33 RCW and 35A.33 the statutes read “on or before” or “at least ___ days before”, therefore pursuant to budget law, these budget steps can be taken before the dates listed on the calendar. Pre-budget items have been included as recommendation only and are not part of the budget statutory requirements.

We recommend that each city and town develop a time line that best meets their needs, assures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.

June-August	Pre-Budget Items Council retreat Update and/or adopt financial policies Public hearings for capital facility plan updates Public forums or community outreach (ex: community priorities) Mayor/Manager communicate budget objectives to staff
September	Sept 11 Budget request to all department heads. Sept 11-25 Department heads prepare estimates of revenues and expenditures. Clerk prepares estimates for debt service and all other estimates. Sept 25 Budget estimates from department heads filed with clerk
October	Oct 2 Clerk provides estimates filed by department heads to Mayor/Manager showing complete financial program. Mayor/Manager provides Council with estimates of revenues from all sources including estimates prepared by clerk for consideration of setting property tax levy. Mid-October to Mid-November Suggested public hearing on revenue sources including possible increases in property tax.
November	Nov 2 Mayor/Manager prepares preliminary budget and budget message. Files with clerk and council. Nov 2-20 Publication notice of preliminary budget and final hearing. Nov 2-29 Public hearing(s) on preliminary budget. Public hearing on revenue sources for levy setting. Nov 20 Copies of budget available to public Nov 30 Property tax levies set by ordinance and filed with the County
December	Dec 4 Final budget hearing Dec 29 Budget Adoption

A detailed explanation of the budget preparation requirements, deadlines, and procedural tips are provided on the MRSC webpage: Budget Preparation Procedures for Cities and Towns.

Municipal Research and Services Center

Annual Budget Deadlines

The annual budget deadlines are found in chapter 35A.33 RCW (code cities) and chapter 35.33 RCW (all other cities and towns except Seattle) and outlined below. Seattle has different requirements that are not discussed here.

These are statutory deadlines only, and the statutes allow cities and towns to adopt different deadlines for some of these steps by ordinance or charter. We recommend that each city and town develop a timeline that best meets its needs, assures compliance with the statutes, and provides sufficient time to prepare this vital financial plan

