

City of Connell, Washington
CITY COUNCIL AGENDA

Connell City Hall - 104 E. Adams Street
Regular Meeting
February 5, 2025, 6:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CORRESPONDENCE/PRESENTATIONS

5. CONSENT CALENDAR

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

- a) Minutes of the Regular Council Meeting January 15, 2025
- b) Accounts payable 2/5/2025 for \$105,517.52
- c) Check Register 12/31/24 for \$113,161.45
- d) Payroll Register 12/31/24 for \$40,483.53
- e) Payroll Register 1/17/25 for \$77,692.38

6. APPROVAL OF AGENDA

ORDER OF BUSINESS

7. Final Plat Approval for Heritage Heights
8. Resolution No. 2025-01 Comprehensive Plan Periodic Update Project
9. Franklin County Jail Facilities Use Agreement
10. Lep-re-kon Request to Use Community Center Parking Lot

11. COMMITTEE, CITY ADMINISTRATOR, AND DEPARTMENT REPORTS
12. CITIZEN COMMENT/NON-AGENDA ITEMS
13. CITY COUNCIL CLOSING REMARKS
14. 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.



THE MISSION OF THE CITY OF CONNELL IS:

To partner with the community, enriching the quality of life and delivering a range of services in a fiscally sustainable manner.

Engaging the public and embracing diversity, we maintain a focus on the future, remaining flexible and responsive, to foster a small-town character that supports growth.

CITY OF CONNELL
CITY COUNCIL MEETING

January 15, 2025

The Regular meeting of the Connell City Council was called to order by Mayor Pro Tem Harper at 6:00 pm in the City Hall and was opened with the Pledge of Allegiance.

ROLL CALL

Mayor Pro Tem Harper and Councilmember*s: Joe Escalera, Pat Barrera, Preston Hart, and John White.

STAFF PRESENT:

Fire Chief Ken Woffenden, City Clerk Marissa Ortiz, City Administrator Cathleen Koch, Police Chief Chris Lee, Public Works Director Hallie Tuck and City Attorney Heidi Ellerd.

CONSENT CALENDAR

Motion: Councilmember Barrera moved to approve the consent calendar as presented:

- a) Minutes of the Regular Council Meeting December 04, 2024
- b) Accounts Payable 1/15/25 for \$31,172.77
- c) Check Register 12/2/24 for \$345.39
- d) Check Register 12/11/24 for \$834.68
- e) Check Register 12/12/24 for \$592.34
- f) Check Register 12/18/24 for \$93,534.58
- g) Check Register 12/30/24 for \$50,909.72
- h) Check Register 1/02/25 for \$407,935.55
- i) Payroll Register 12/05/24 for \$107,851.22
- j) Payroll Register 12/20/24 for \$52,763.76

Councilmember Hart seconded the motion. Motion carried unanimously.

APPROVAL OF AGENDA

Motion: Councilmember Barrera moved to approve the agenda as presented. Councilmember Hart seconded the motion. Motion carried unanimously.

ORDER OF BUSINESS

CLOSED RECORD HEARING – CONNELL TOWNHOMES

Mayor Pro Tem Harper recessed the regular meeting at 6:01 pm and opened the Closed Record Hearing for the purpose of considering a proposed preliminary plat of Connell Townhomes.

DECLARATION OF COUNCILMEMBERS:

None Heard

OBJECTIONS:

None Heard

MEETING OF THE CITY OF CONNELL
Regular Council Meeting – January 15, 2025

STAFF REPORT:

This report was presented by Nicole Stickney from AHBL on behalf of the city. At this closed record hearing for a quasi-judicial action such as this proposed preliminary plat application, City Council would hear testimony only from parties of record and no new information could be presented, but information previously put on the record could be restarted or clarified if necessary.

The proposal was for a preliminary plat subdivision to subdivide four parcels into eight new lots in the residential Medium Density zone (RM). There was an existing duplex situated on each parcel. The four parcels were created when the land was previously divided with a short plat that was recorded with Franklin County in 2023. Due to the passing of fewer than five years, any additional divisions required the preliminary plating process to be utilized. In 2024, the City adopted amendments to Title 16 Subdivisions and Title 17 Zoning to permit townhomes and zero-lot developments. The applicant owned all the lots and structures and wanted to create townhomes from existing duplexes to be sold, with an underlying lot, to individual owners. Staff recommended conditional approval of the preliminary plat based on the findings of fact and scheduled a Planning Commission public hearing on December 9, 2024. Following the conclusion of the hearing, the Planning Commission forwarded a recommendation for approval of the preliminary plat, with recommended findings of fact and conditions of approval contained in staff report.

APPLICANT COMMENT:

Saul Martinez, a representative of Jorge Ochoa, the property owner, of GIGI Homes General Contractors LLC, requested that the deadline for the sidewalks, curbs and gutters be extended. He stated that they were committed to completing this condition as soon as the subdivision was approved and the weather conditions altered. Interested buyers had come forward but had difficulty in financing for a duplex; thus, they would not be able to purchase the properties separately until the sidewalks were constructed.

CLOSED:

Mayor Pro Tem Harper closed the hearing and opened the regular meeting at 6:23 pm.

COUNCILMEMBERS COMMENT PORTION OF THE HEARING:

Councilmember Barrera – did not understand the delay on the sidewalk construction.

Councilmember Hart – understood the situation was challenging and suggested a deadline date.

Councilmember Escalera – stated that the need for sidewalks in that area was necessary and was willing to set a deadline.

Councilmember White – agreed to set a deadline based on the weather.

MEETING OF THE CITY OF CONNELL
Regular Council Meeting – January 15, 2025

Motion: Councilmember Escalera moved to adopt the findings and conclusions contained in the staff report and approve the preliminary plat of Connell Townhomes with the listed conditions as prepared by staff with an exception and modification to the Final Plat item and to include stormwater improvements and complete the construction of the sidewalks by June 1st, 2025. Councilmember White seconded the motion. (4-1 vote) Motion carried.

SELECTION OF ENGINEERING FIRM FOR 2025-2028 & AGREEMENT

A request for qualifications to furnish engineering services was posted and closed on December 2, 2024. City staff received two submittals: DCI Engineering and the city's current engineering firm Anderson Perry & Associates, Inc. City staff selected the most qualified firm by applying the following selection criteria:

- 1) Firm experience, 2) Proposed consultant team, 3) Accessibility & Responsiveness, 4) Familiarity with community, and 5) Past performance / references

Anderson Perry & Associates had been the City's engineering firm since the 90's and achieved all selection criteria as the most qualified. The recommendation was to choose and continue to utilize their services. A new proposed agreement for engineering services with Anderson Perry & Associates was presented to the City Council for their consideration.

Motion: Councilmember White moved to approve Anderson Perry & Associates as the City's engineering firm from 2025-2028 and authorize the mayor to sign the Agreement for Engineering Services with Anderson Perry & Associates. Councilmember Escalera seconded the motion. Motion carried unanimously.

TIB AGREEMENT – 2025 CRACK SEAL, MULTIPLE LOCATIONS

The City Council was provided with an agreement with the Transportation Improvement Board (TIB) to crack seal City streets in multiple locations. TIB agreed to secure crack sealing East of Columbia Avenue and North of Pioneer Park to North Columbia and up to Coyote Ridge Correctional Center. The grant cost \$108,300 with a 5% city match of \$5,700. The Real Estate Excise Tax reserves were able to provide matching funds.

Motion: Councilmember Hart moved to approve the Transportation Improvement Board Agreement for crack sealing the City streets in 2025 and authorize the Mayor to sign the agreement. Councilmember Barrera seconded the motion. Motion carried unanimously.

TIB AGREEMENT – 2025 W FIR STREET SIDEWALKS IMPROVEMENTS PROJECT

The City Council conducted a question-and-answer session with staff regarding this agenda item. It was tabled for further discussion.

TASK ORDER #24-02 FRANKLIN COUNTY

The City of Connell received federal funds for the Rehabilitation of the Esquatzel Coulee-Clark bridge project but was not authorized to administer the contracts for the construction. The Franklin County Public Works Department was certified by the Washington State Department of Transportation to administer Federally funded construction contracts. They were willing to execute an agreement between the City of Connell to manage the project. The task order #24-02 with Franklin County would be an extension of the agreement to permit the County to administer the Clark Street Bridge rehab project.

MEETING OF THE CITY OF CONNELL
Regular Council Meeting – January 15, 2025

Motion: Councilmember Hart moved to approve Task Order #24-02 Franklin County Public Works to be the City of Connell’s Certification Acceptance (CA) Agency for the Clark Street Bridge Rehab Project. Councilmember Escalera seconded the motion. Motion carried unanimously.

DEPARTMENT REPORTS

City Administrator, Cathleen Koch

- Reported the flashing school zone signs were installed at the crosswalk areas of both intersections in front of the school.
- Requested directions from the City Council regarding amending Regular City Council meeting days at the request of a public member.

MEETING ADJOURNED

There being no further business before the City Council of Connell Mayor Barrow adjourned the meeting at 7:13 pm.

Lee Barrow, Mayor

ATTEST: _____
Marissa Ortiz, City Clerk

ACCOUNTS PAYABLE

City Of Connell

Time: 07:46:46 Date: 01/30/2025
Page: 1

As Of: 02/05/2025

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28312	01/23/2025	02/05/2025	40YRS-0 Consulting, James Arthur Raebel	2,043.87	PD - Background Investigation Lateral-Level Police Officer N. McBride
28317	01/27/2025	02/05/2025	AHBL, Inc	547.31	Connell On-Call Planning Support, Land Use Planning Services - Two Application Reviews & Determinations Of Incompleteness (251 N Columbia & Jose Ramirez), Travel To PC Meeting 11/26-12/25 2024
28318	01/27/2025	02/05/2025	AHBL, Inc	1,216.25	Gigi Homes Preliminary Plat (Ochoa) Land Use Planning Services T&E Est. \$4,000 Professional Services 11/26-12/25 2024
28319	01/27/2025	02/05/2025	AHBL, Inc	5,355.00	Comprehensive Plan Periodic Update FY 2025 Work Products Land Use Planning Services T&E NTE \$62,500
28320	01/27/2025	02/05/2025	AHBL, Inc	97.50	Coyote Ridge Medical Staff Building Site Plan Review Land Use Planning Services T&E NTE \$3,000
28321	01/27/2025	02/05/2025	AHBL, Inc	1,072.50	Lamb Weston Plant Demo Land Use Planning Services T&E NTE \$6,500
28304	02/05/2025	02/05/2025	Association of Washington Cities	3,538.00	2025 - AWC City Membership Fee
28330	01/29/2025	02/05/2025	Avista Utilities, Avista Corporation	5,723.29	Gas Bills For City Of Connell Accounts For 12/23/24- 1/27/25
28305	01/21/2025	02/05/2025	Benton County Sheriff	1,000.00	PD SWAT Agreement With CoC For 2025
28329	01/28/2025	02/05/2025	CenturyLink EFT, Centurytel of Washington	389.24	CenturyLink For January 2025. City Hall, PD, Fire Hall, Water & Sewer, And Community Center.
28298	02/05/2025	02/05/2025	City of Richland, WA	386.83	Dispatch Services
28301	01/15/2025	02/05/2025	Commercial Tire - Othello	570.92	Tire ST235/80R16 Towmax STR TL 10 LT Stem TPMS Reset, Battery 2qty F3 IP-MHD Inter Comm 12v, Battery Core Charge 2qty
28315	01/27/2025	02/05/2025	Dept Of Ecology - Permit	881.00	Dam Safety Inspection Fee WWTP
28285	01/09/2025	02/05/2025	Devfuzion, Rockwalla IT LLC	3,929.50	City Of Connell Cybersecurity, Backup, & Troubleshooting For January 2025
28327	01/27/2025	02/05/2025	ED Poe Agency	20,077.29	2025 Ed Poe Agency Fee - Cities Insurance Association Of WA
28286	01/13/2025	02/05/2025	Ellerd, Hultgrenn & Delhauser LLP	250.00	Attorney Fees 12/17/24 - 1/03/25; Telecon With Koch, Review Clark Bridge Task Order Emails To/From Hallie, Emails To/from Lee & Koch Re: Jail Facility Contract.
28306	02/05/2025	02/05/2025	Firehouse Grants LLC, David Schwartz	3,999.00	AF Grant Preparation FY2024 Application

ACCOUNTS PAYABLE

City Of Connell

As Of: 02/05/2025

Time: 07:46:46 Date: 01/30/2025
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28324	01/27/2025	02/05/2025	280 Franklin Co Auditor	38.00	Lien Yniquez, Macario 718 S. Almira AFN# 1994622 & Lien Abenth, Dave 306 N. Burke AFN #1994623 Recorded 1/13/2025
28326	02/05/2025	02/05/2025	280 Franklin Co Auditor	307.50	Official Recording ORD - 1045-2024 (AFN: #1994812) Vacating Alley Right Of Way
28325	01/27/2025	02/05/2025	3058 Franklin County Treasurer	2,587.65	January 2025 Franklin Co. District Court Services And Prosecutor's Office Services
28295	01/14/2025	02/05/2025	364 Irrigation Specialists, Inc	481.03	Rainbird Mini-root Watering, PVC Pipe, PVC Ell, PVC Tee, Funy Pipe
28296	01/14/2025	02/05/2025	3351 JDT Sales and Repair	504.92	PD - 2011 Ford Explorer 206, Oil Change With Filter, FA1947 Air Filter, 800234C Cabin Filter, AUL300010 Tire Pressure Sensors Front Left/Right & Rear Left, Recalibrated System, Front CV Boots Torn
28303	01/16/2025	02/05/2025	3351 JDT Sales and Repair	920.56	PD - 2011 Ford Truck Explorer 206, LIMZ*3A428*H Right Front CV Axle, LIMZ*3A427*e Left Front Axle
28313	01/27/2025	02/05/2025	5168 Jordan Mechanical Group	930.30	Annual QTR HVAC Maintenance Mid Winter 2025
28294	01/14/2025	02/05/2025	4050 KCDA Purchasing Cooperative	860.44	Can Liners, White Fold Towels, Toilet Tissue Paper
28293	01/14/2025	02/05/2025	5212 Office Depot OfficeMax	73.62	Storage Boxes, Copy Paper
28299	01/15/2025	02/05/2025	521 Pasco Ranch And Home Inc, Attn:A/R	184.78	Jason Clothing Allowance, Dan Post Boots
28300	01/15/2025	02/05/2025	521 Pasco Ranch And Home Inc, Attn:A/R	250.19	Bill Clothing Allowance, Fleece-lined Safety Jacket & Noble Outfitters Boots
28323	01/27/2025	02/05/2025	5525 Quadiant, Dept. 3682	327.21	Quadiant Lease Payment 2/16/2025-5/15/2025
28332	01/29/2025	02/05/2025	6643 SPM - Specialized Pavement Marking	41,788.60	City Pavement Chip Seal TIB-2-E-926(006)-1
28328	01/28/2025	02/05/2025	6651 Schlatter, Samuel	500.00	Community Center Rental Deposit Refund, Event Date 1/25/2025
28316	01/27/2025	02/05/2025	6031 The Bunker	1,419.94	PD - Onyx Panel Set, Vest Sizing Back, Vest Sizing Front, Vest Officer Name, Onyx External Carrier, ID Panel Front, ID Panel Back, M. Gutierrez
28291	02/05/2025	02/05/2025	2844 Tobin, Helen	37.89	App Purchase Reimbursement
28314	01/27/2025	02/05/2025	140 Valley Science and Engineering Inc.CES	2,008.00	Soil Sampling - 2025 ICMP Sampling
28322	01/27/2025	02/05/2025	4535 Washington State Dep. of Transportation	1,219.39	Salt, Sand, & De-icer
Report Total:				105,517.52	

CHECK REGISTER

City Of Connell

Time: 16:07:28 Date: 12/31/2024

12/31/2024 To: 12/31/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4947	12/31/2024	Claims	7	EFT	Big Bend Electric Cooperative, INC.	1,937.43	Electric Bills For Waste Treatment Plant, Electric-Valve/SR 260, And PD Communication Tower. 11/22/24-12/22/24
4948	12/31/2024	Claims	7	EFT	Centurytel of Washington CenturyLink EFT	388.66	CenturyLink For December 2024. City Hall, PD, Fire Hall, Water & Sewer, And Community Center.
4949	12/31/2024	Claims	7	EFT	Community First Bank-Mastercard	8,374.89	Fire Department Maint. / Fire Department Training; C. Lee, CC Purchases, 7582; H. Keel, CC Purchases, 9140; K. Hogan, CC Purchases, 2431; J. Schmid, CC Purchases, 6724; H. Tuck, CC Purchases, 3010; M.
4950	12/31/2024	Claims	7	EFT	Kelley Create..EFT..	571.23	Agreement 112-1583154-000: Xerox AltaLink C8055 Copier 11/25/24-12/24/24
4951	12/31/2024	Claims	7	EFT	Path Point Merchant Services LLC	593.25	CC Merchant Fees For December 2024
4952	12/31/2024	Claims	7	EFT	Xpress Solutions Inc Xpress Bill Pay/EFT	507.72	CC Fees For December 2024
4953	12/31/2024	Claims	7	44899	Arrow Construction Supply, Inc	150.49	Tee Post Driver & Orange Safety Fencing Used At Oasis Development
4954	12/31/2024	Claims	7	44900	Avista Corporation Avista Utilities	4,501.82	Gas Bills For City Of Connell Accounts For 11/21/24- 12/23/24
4955	12/31/2024	Claims	7	44901	Benton Franklin District Health	631.00	Water/WW Labs
4956	12/31/2024	Claims	7	44902	Best Buy Automotive Equipment	7,465.12	AMGO Hydraulics PRO-14 Post Lift 14,000lbs
4957	12/31/2024	Claims	7	44903	Christensen Fleet Card	4,602.78	Fire Department Fuel Consumed; City/Police Fuel Consumed December 2024
4958	12/31/2024	Claims	7	44904	City Of Connell	11,600.18	CoC Utility Tax Payment For December 2024
4959	12/31/2024	Claims	7	44905	Connell Auto Parts	239.25	42 PC Bit Set, Serpentine Belt, Multi-Ball Mount, Wiper Blades, Battery Charger
4960	12/31/2024	Claims	7	44906	Connell Grange Supply Co.	599.80	Hammer Drilling 3lb FBGL, 5/8 Hitch Pin, Blade 20pk, Connector FCT, RainX 3.5oz, Caulk Fom Trpl Expd, Dorcy Battery D 2pk, Trash Drum 55 Gal, Painter's Mate Tape, Alkaline AA 4, Strait Needle Vaive
4961	12/31/2024	Claims	7	44907	Attn: Accounts Receivable Consolidated Technology Services/	18.00	PD VPN Software/cert SVC Software Token Authentication December 2024
4962	12/31/2024	Claims	7	44908	Day Wireless Systems	10,021.79	PD - New Patrol Vehicle Accessories
4963	12/31/2024	Claims	7	44909	Franklin Co Corrections	90.67	Inmate Medical November 2024

CHECK REGISTER

City Of Connell

Time: 16:07:28 Date: 12/31/2024

12/31/2024 To: 12/31/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4964	12/31/2024	Claims	7	44910	Franklin Co Pud	10,383.30	CoC PUD Bills For December 2024
4965	12/31/2024	Claims	7	44911	Franklin County Treasurer	37.06	December 2024 Remittance Criminal Victim Assessment
4966	12/31/2024	Claims	7	44912	Intermedia.net Inc.	131.71	Voip/Voicemail Services For Dec 10, 2024 - Jan 10, 2025
4967	12/31/2024	Claims	7	44913	Jiffy Car Wash, Inc.	9.00	PD - Carwash For LP#79641D-WA 12/6/24
4968	12/31/2024	Claims	7	44914	Liberty Lawn & Saw Shop	1,033.63	Maintenance On Log Splitter (spark Plug, Air Filter, Carburetor, Oil). Husqvarna Chainsaw & Oil. Husqvarna Chainsaw Repair.
4969	12/31/2024	Claims	7	44915	Lourdes Medical Center	391.82	Emergency Room - Inmate Medical 12/26/2024 - M00554514 (LAS47082)
4970	12/31/2024	Claims	7	44916	Moon Security, Inc.	458.25	Replacement Of Shop Gate Batteries
4971	12/31/2024	Claims	7	44917	Pasco Ranch And Home Inc, Attn:A/R	226.05	Clothing Allowance - Kim, Flex Duck Bib Slate, Flex Duck Bib Saddle, Timberland Shirt, Carhartt Shirt
4972	12/31/2024	Claims	7	44918	SPM - Specialized Payment Marketing	44,097.10	Street Lines Painting
4973	12/31/2024	Claims	7	44919	Tri-State Seed Company, LLC	1,600.00	Bulk Water Deposit Refund For Meter Rented On 7/31/2024
4974	12/31/2024	Claims	7	44920	U.S. Bank N.A.	136.00	Monthly Maint. Charges. 3 Mos. Oct 2024 - Dec 2024; Receipts X 18 (Monthly Charge Per Receipt), Clearance In. X 1
4975	12/31/2024	Claims	7	44921	Utilities Underground	47.52	Utility Locates - Excavation Notifications For The Month: 36
4976	12/31/2024	Claims	7	44922	Verizon Wireless	760.05	City Cell Bill
4977	12/31/2024	Claims	7	44923	WA ST Patrol	13.25	PD - Background Check 225-04-20-FPID, 225-GL
4978	12/31/2024	Claims	7	44924	WA St Treasurer Office	632.87	A8 Form From December 2024 Remittance
4979	12/31/2024	Claims	7	44925	State Auditors Office Washington State Auditors Office	588.28	CoC Investigation, December 2024, Audit No. 67691
4980	12/31/2024	Claims	7	44926	Budget and Fiscal Service Washington State Patrol	321.48	Fire Sprinkler Plan Review For Harvest Foods 620 S Columbia Nov. 2024

001 General Fund	32,143.71
101 Street	51,533.10
401 Water Fund	16,310.80
402 Sewer Fund	12,503.91
633 State Remittance Fund	669.93
	113,161.45
	Claims: 113,161.45

CHECK REGISTER

City Of Connell

Time: 16:07:28 Date: 12/31/2024

12/31/2024 To: 12/31/2024

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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

Time: 08:56:25 Date: 01/21/2025

12/31/2024 To: 12/31/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4946	12/31/2024	Payroll	7	EFT	Community First Bank	17,858.13	Alex Helsa Final Pay 941 Deposit For Pay Cycle(s) 10/18/2024 - 10/18/2024; Sterling Joyner Final Pay 941 Deposit For Pay Cycle(s) 10/18/2024 - 10/18/2024
4981	12/31/2024	Payroll	7	EFT	Dept Of Labor/industries	12,404.48	4TH Quarter L&I: 10/01/2024 - 12/31/2024
4982	12/31/2024	Payroll	7	EFT	Employment Security Dept- PFML	5,482.60	Pay Cycle(s) 10/01/2024 To 12/31/2024 - PFML; Pay Cycle(s) 10/01/2024 To 12/31/2024 - WA State LTC
4983	12/31/2024	Payroll	7	EFT	Employment Security Dept	4,738.32	4th Quarter Unemployment: 10/01/2024 - 12/31/2024
						35,978.91	001 General Fund
						773.70	101 Street
						1,760.50	401 Water Fund
						1,970.42	402 Sewer Fund
						40,483.53	Payroll:
							40,483.53

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:

<p>_____ Councilmember</p> <p> _____ Finance Director</p>	<p>_____ Councilmember</p>	<p>_____ Mayor</p>
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CHECK REGISTER

City Of Connell

Time: 13:07:28 Date: 01/29/2025

01/17/2025 To: 01/17/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
165	01/17/2025	Payroll	7	EFT		2,989.32	
166	01/17/2025	Payroll	7	EFT		2,735.95	
167	01/17/2025	Payroll	7	EFT		307.64	
168	01/17/2025	Payroll	7	EFT		1,214.65	
169	01/17/2025	Payroll	7	EFT		1,722.72	
170	01/17/2025	Payroll	7	EFT		1,673.54	
171	01/17/2025	Payroll	7	EFT		307.64	
172	01/17/2025	Payroll	7	EFT		2,781.61	
173	01/17/2025	Payroll	7	EFT		4,111.78	
174	01/17/2025	Payroll	7	EFT		307.64	
175	01/17/2025	Payroll	7	EFT		307.64	
176	01/17/2025	Payroll	7	EFT		1,777.13	
177	01/17/2025	Payroll	7	EFT		1,653.33	
178	01/17/2025	Payroll	7	EFT		1,405.18	
179	01/17/2025	Payroll	7	EFT		3,544.30	
180	01/17/2025	Payroll	7	EFT		3,819.14	
181	01/17/2025	Payroll	7	EFT		2,497.90	
182	01/17/2025	Payroll	7	EFT		2,078.28	
183	01/17/2025	Payroll	7	EFT		2,662.96	
184	01/17/2025	Payroll	7	EFT		2,156.22	
185	01/17/2025	Payroll	7	EFT		2,420.33	
186	01/17/2025	Payroll	7	EFT		1,854.01	
187	01/17/2025	Payroll	7	EFT		2,226.67	
188	01/17/2025	Payroll	7	EFT		307.64	
189	01/17/2025	Payroll	7	EFT		2,891.89	
263	01/17/2025	Payroll	7	EFT	MT457-306685	350.00	Pay Cycle(s) 01/17/2025 To 01/17/2025 - ICMA-457
267	01/17/2025	Payroll	7	EFT	Department Of Retirement	9,837.69	Pay Cycle(s) 01/17/2025 To 01/17/2025 - PERS 2; Pay Cycle(s) 01/17/2025 To 01/17/2025 - LEOFF 2; Pay Cycle(s) 01/17/2025 To 01/17/2025 - PERS 3
270	01/17/2025	Payroll	7	EFT	Community First Bank	17,749.58	941 Deposit for Pay Cycle(s) 01/17/2025 - 01/17/2025

001 General Fund	47,866.78
101 Street	4,500.21
401 Water Fund	12,351.85
402 Sewer Fund	12,973.54

77,692.38 Payroll: 77,692.38

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



City of Connell

EASTERN
WASHINGTON'S
HARVESTLAND

104 E. Adams ♦ P.O. Box 1200 ♦ Connell WA 99326
(509) 234-2701 ♦ www.cityofconnell.com

**FACT SHEET/STAFF REVIEW
FINAL PLAT APPROVAL - HERITAGE HEIGHTS**

APPLICATION: Final Plat of Heritage Heights
APPLICANT: Richard and Kristin Jansons
OWNER: KB Heritage II, LLC
1386 Baywood Ave.
Richland WA 99352
REQUEST: Final Plat approval for Heritage Heights, an 8-lot subdivision (This is not a public hearing.)

ATTACHMENTS:

Final Plat Map

CASE FILE:

2024-06 Heritage Heights Preliminary Plat

PROCESS OVERVIEW:

- Connell Municipal Code 16.04.110 grants sole authority to approve final plats to the City Council (pursuant to RCW 58.17.100).
- RCW 58.17.140 specifies that final plats must be approved, disapproved, or returned to the applicant within thirty days from the date of the final plat was filed, unless the applicant consents to an extension of such time period.
- Final plat approval is a non-discretionary, ministerial process and so long as the applicant meets the terms of preliminary plat approval and the plan conforms to state and local ordinances, final approval must be granted (RCW 58.17.170). There is no public hearing for a final plat approval.
- Requirements for approval: The statutory requirements for final plat approval are: (1) Recommendation for approval by the agency that would be furnishing sewer and water; (2) Approval by the city engineer; (3) A complete survey; and (4) Certification that all taxes and delinquent assessments for the property have been paid. All requirements are satisfied with the exception of item #4 which will be certified when the plat is recorded by the County Assessor.

BACKGROUND:

On August 12, 2024, the Connell Planning Commission issued a recommendation to approve the preliminary plat subdivision known as "Heritage Heights" following an open record hearing. City

AGENDA #7

Council subsequently reviewed the application and the record and granted preliminary plat approval on August 21, 2024, with conditions.

The Plat will subdivide four parcels into eight new lots (approximately 3,873 SF to 5,092 SF each) in the Residential Medium (RM) Density Zoning District.

The applicant has completed, or attempted to complete, all requirements for final plat approval by the Council. The applicant and City are simply waiting for the weather to turn to complete the sidewalk improvements. The City and Mr. Jansons have both obtained quotes and have contractors lined up to do the work as soon as the weather permits. All other final plat conditions are complete.

REVIEW OF PLAT CONDITIONS AND STATUS:

The following are the plat conditions (from the Closed Record Review hearing before City Council August 21, 2024) and a status for each condition:

1. Improvements – General:

- All required improvements shall be designed and constructed by the developer per the City of Connell’s “Public Works Standard Specifications and Standard Plans” and Connell Municipal Code Chapter 16.16. If sewer and water connections are not currently provided separately for each unit, individual connections (together with any necessary easements) must be provided prior to final plat in compliance with CMC Chapter 13.20 Sewer System and CMC Chapter 13.04 Water Service Regulations.

STATUS: MET

2. Lots:

- Up to eight single-family lots may be created. All uses shall be limited to those allowed as primary or secondary permitted or conditional uses in the zoning district.

STATUS: MET

3. Pedestrian safety and access:

- Sidewalks shall be constructed on W. Davis St. and N. Fifth Ave. in accordance with the minimum specifications for construction of sidewalks in the City of Connell Standard Public Works Standard Specification and Standard Plans, and the improvements shall not be accepted by the City (no final plat approval) until the sidewalks are installed.

STATUS: COMPLETION WHEN WEATHER PERMITS

4. Utilities:

- Improvements plans shall comply with Connell Municipal Code Chapter 16.16.
- The collection, removal, and disposal of solid waste within the City is compulsory and shall be made by the City’s contractor, Basin Disposal, Inc. if these provisions do not currently exist for the duplexes.

STATUS: MET

STATUS: MET

AGENDA #7

5. Survey:

a. The final plat shall substantially reflect the layout of the preliminary plat. The final plat survey shall conform to CMC 16.04.160, CMC 16.04.170, the Survey Recording Act, and State Auditor recording requirements. A paper copy of the final plat shall be submitted for review with the final plat application, before the mylar is printed for signatures.
STATUS: MET

b. The final plat must show all existing and dedicated easements.
STATUS: MET

6. The land shall be in compliance with the City Fire and Nuisance codes (Title 9) at all times.
STATUS: MET

7. The plat shall otherwise conform to all applicable local, state, and federal regulations.
STATUS: MET

8. Final Plat(s):

a. A final plat meeting all the requirements of CMC Title 16 Subdivisions and City regulations must be submitted to the City Council for approval within five years of preliminary plat approval (unless an extension is granted pursuant to CMC 16.04.120).
STATUS: MET

b. The plat shall otherwise conform to all applicable local, state, and federal regulations.
STATUS: MET

c. The construction plans and installations for all public improvements (sidewalks) shall be reviewed, inspected, and approved by the Public Works Department. Plan Review Fees and/or inspection fees shall apply per the City's adopted fee schedule.
STATUS: MET

d. Prior to final review and approval, the applicant shall submit a copy of the Final Plat and a current title certificate to the County Assessor's Office for Cartographer review of the Final Plat Survey. The Plat shall be reviewed for legal descriptions, signature blocks, dedications, etc.
STATUS: MET

e. In order to receive the County Treasurer's signature on the plat, all property taxes and special assessments shall be paid on the property through the full year in which the plat is recorded. Per CMC 16.04.190, all taxes on the property to be platted must be paid one year in advance and indicated by the seal and signature of the county treasurer on the face of the plat.
STATUS: MET

f. After final plat recording, one (1) paper copy and one (1) electronic copy of the recorded plat shall be provided to the City Administrator.
STATUS: MET

AGENDA #7

RECOMMENDED MOTION

Approve the Final Plat of Heritage Heights and authorize the Mayor to sign the final plat.



MEMORANDUM

DATE: FEBRUARY 5, 2025
TO: CITY COUNCIL
FROM: CATHLEEN KOCH, CITY ADMINISTRATOR
RE: **RESOLUTION NO. 2025-01 BEGINNING THE
COMPREHENSIVE PLAN PERIODIC UPDATE PROJECT AND
ADOPTING A PUBLIC PARTICIPATION PLAN**

The City of Connell is classified as a fully planning city under Washington State's Growth Management Act (GMA). As such, we are required to conduct a periodic review and update of our Comprehensive Plan by June 30, 2026. The Comprehensive Plan is a long-term, 20-year guide that defines the community's vision and provides goals, objectives, policies, and actions to inform the City's daily decision-making processes once adopted.

Public engagement is a vital component of the process. To facilitate this, Exhibit A, attached to the resolution, outlines a Public Participation Plan (PPP) with details on how public involvement will be conducted.

The PPP also includes a general timeline for activities leading up to June 2026. According to the timeline, the Planning Commission and City Council will each hold at least three meetings to review briefings and study materials. The Planning Commission will provide recommendations and City Council will ultimately adopt the updated Comprehensive Plan.

The City received and budgeted a grant from the Washington State Department of Commerce to cover costs of up to \$125,000 for updating the Comprehensive Plan.

**RECOMMENDATION: Approve Resolution No. 2025-01 beginning the
Comprehensive Plan Periodic Update Project and Adopting a Public
Participation Plan.**

**City of Connell, Washington
RESOLUTION NO. 2025-01**

**A RESOLUTION OF THE CITY OF CONNELL, BEGINNING
THE COMPREHENSIVE PLAN PERIODIC UPDATE
PROJECT AND ADOPTING A PUBLIC PARTICIPATION
PLAN FOR THE UPDATE**

WHEREAS, the City of Connell must plan under the State of Washington’s Growth Management Act (GMA) and a “periodic” review and update of the comprehensive plan is due on or before June 30, 2026 and is required every ten years thereafter; and

WHEREAS, the City’s Comprehensive Plan was last fully revised in January 2020 per Ord. 1004-2020 and subsequently amended in 2021 per Ord. 1019-2021 and in 2022 per Ord. 1028-2023, and includes the following elements: Land Use, Natural Areas, Housing, Economic Development, Community Facilities, Parks & Open Space, Utilities, Water System, Wastewater Disposal, Transportation & Circulation, and Capital Facilities; and

WHEREAS, all elements of the Comprehensive Plan shall be consistent with each other, the Franklin County Countywide Planning Policies, and the Growth Management Act; and

WHEREAS, Washington State has new regulations that require updates to the plan that include an equity lens applied to all goals and policies, provisions to plan for and accommodate low-income housing throughout State designated bands of income, engagement with Tribes, and inclusion of a climate change element that addresses how greenhouse gas emissions (GHG) will be reduced and resilience will be enhanced; and

WHEREAS, the City seeks to facilitate early and continuous public participation in accordance with *RCW 36.70A.140*; and

WHEREAS, the City will use many tools and resources to evaluate and identify what updates are required including Washington State Department of Commerce compliance checklists; and

WHEREAS, the City has the ability to open the Comprehensive Plan to annual revisions via a formal docketing process, and may accept applications for such amendments until October 1 of a given year; and

WHEREAS, the City will engage and inform the public throughout the update process.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONNELL,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The City hereby provides this official notice to the public that the process to conduct a Comprehensive Plan Periodic Update is hereby initiated. Notice is further given that no applications for “annual amendments” will be accepted in 2025.

Section 2. The City sets out the following general phased schedule for the update process (which is subject to change):

2025 Q1-Q3	Public Open Houses & Workshops
2025 Q4	Prepare First Complete Draft of the Plan
2026 Q1	Prepare Final Draft of the Comprehensive Plan
2026 Q1-Q2	Development Regulations Update
2026 Q1	SEPA Environmental Review
2026 Q2	Final Review, Noticing and Adoption

Section 3. The City adopts the Comprehensive Plan Periodic Update – Public Participation Plan document, which is attached to this Resolution as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF CONNELL, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY 2025.

CITY OF CONNELL

Lee Barrow, Mayor

ATTEST:

Marissa Ortiz, City Clerk

APPROVED AS TO FORM:

Heidi Ellerd, City Attorney



CITY OF CONNELL

Physical address: 104 East Adams Street
Connell, WA 99326
Mailing address: PO Box 1200
Connell, WA 99326

Phone: (509) 234-2701
Website: www.cityofconnell.com
Email: cityofconnell@connellwa.org

COMPREHENSIVE PLAN PERIODIC UPDATE PUBLIC PARTICIPATION PLAN

The Growth Management Act (GMA) requires early and ongoing public participation in the Comprehensive Plan and Municipal Code Update in RCW 36.70A.140. This document sets out how this requirement will be implemented for the City of Connell Comprehensive Plan Periodic Update process. It is important to provide a full picture of how the City will conduct public engagement activities so that the public is well-informed of opportunities for involvement and understands the decision-making process.

1 INTRODUCTION

This Public Participation Plan (PPP) outlines the outcomes, audiences, methods, process, and timeline for public participation in the City of Connell's Comprehensive Plan Periodic Update process. This periodic update is required by the Washington State Growth Management Act (GMA). State law (RCW 36.70A.140) also requires the creation of a public participation plan as part of the GMA periodic update process.

The periodic update will include a review of both the City's Comprehensive Plan and Development Code to ensure consistency with the most current requirements under state law. Because these documents are so far-reaching in scope, this plan will strive to create a variety of opportunities to reach as many audiences in the community as possible. There will be multiple opportunities and methods to learn about the update, and to provide input.

1.1 Objectives

The public, stakeholders, and organizations will have multiple opportunities to participate in the process and provide input on the City's Comprehensive Plan as it is being reviewed. The public participation effort is intended to achieve specific desired outcomes, which include:

- Meeting the public participation goals of the Growth Management Act;
- Offering engaging opportunities to the Connell community to participate in planning for and commenting on the future of the City;
- Providing clear information to the public on the basic concepts of the GMA, the local planning process, and how their own participation can affect local plans and regulations;
- Informing the public on how to and when to get involved and understanding how their input is used;
- Informing the public as to the requirements set forth in the Franklin County Countywide Planning Policies as well as recent legislative changes and requirements for GMA compliance set forth by the State;
- Asking questions of the community in order to gain new insights about Connell and inform choices about the Comprehensive Plan goals, policies, and implementation strategies;

- Seeking broad participation of interested groups and individuals to capture differing viewpoints;
- Utilizing a transparent process which clearly documents all public input and makes it available for anyone to review;
- Holding accessible, convenient participation events and public meetings, and creating participation opportunities for those who cannot (or wish to not) attend;
- Pursuing accessibility for all community members and interested parties within the public participation process;
- Ensuring that elected officials, appointed officials, and City staff understand and consider community and stakeholder input; and
- Using a variety of participation methods (such as meetings, workshops, open houses, multi-media, mailers, etc.) to offer all residents a variety of ways to receive information and participate.

2 AUDIENCES

Parties who the project team hopes to reach in this periodic update process include individual residents, people who work in Connell, community groups, private investors, developers, as well as public sector groups like government councils and districts for services such as schools, fire departments, and utilities. Identifying stakeholders in the periodic update process will help the City understand and respond to the broad and varied needs of the community. Each group or individual has their own needs and preferences when it comes to civic participation, and it is important to endeavor to accommodate a variety of perspectives.

2.1 The Public

Individuals

Individual stakeholders in the update process generally consist of those who live, work, or have a financial interest in the City of Connell. Other interested individuals may include people who visit the City regularly such as those who live within the Connell School District, and those who live in neighboring areas outside the City. Surveys, comment forms, public meetings, workshops, and community events are appropriate tools for reaching the community on an individual basis. Examples of individuals who should be engaged during this process include:

- Residents
- Property Owners
- Employees
- Business Owners
- Developers

Community Organizations

Community organizations are valuable partners in the public participation process, as they often have deeply rooted connections in the community. Often, they serve groups with specific needs, such as youths and seniors. Many community members may be more comfortable engaging through a group they are already familiar with. Partnering with these organizations is an excellent way to reach people who may not otherwise participate in the periodic update process. Similar to what was stated in the previous section, surveys, comment forms, public meetings, workshops, and community events are appropriate ways to reach community organizations. One of the best ways to utilize these organizations is for City staff and elected officials to attend events held by an organization and collect input. Examples of community organizations who should be engaged during this process include:

- The local Chamber of Commerce
- Faith-Based Organizations
- Student Groups
- Senior Organizations
- Philanthropic Groups
- Veterans Organizations

2.2 Governmental and Quasigovernmental Groups and Agencies

Input will be needed from both internal and external governmental, as well as quasigovernmental groups. Internal governmental groups could include City boards and commissions, while external groups may include entities like schools and utility districts. In general, any governmental or quasigovernmental body providing services to Connell residents and businesses, or entities involved in decision-making that impacts residents and businesses, should be included in the process. Examples of governmental and quasigovernmental groups and agencies who should be contacted and invited to engage during this process include:

- Connell School District
- Connell Fire District
- Planning Commission
- Parks and Recreation Advisory Board
- Washington State Dept. of Corrections
- Washington State Dept. of Transportation
- Franklin County
- Port of Pasco
- AVISTA
- Ben Franklin Transit
- Hospital District
- Columbia Basin Health Association (CBHA)
- North Franklin Heritage Museum

3 METHODS AND TOOLS

The public participation process should be approached with the understanding that no one method will reach every stakeholder or interested party. With this in mind, the City should employ as many methods as possible in order to create the most fair and accessible process. Stakeholders should be provided with a combination of opportunities to give both written and spoken comment in person and online. Information should be provided through a variety of outlets, such as mailed letters and the City website. Examples of engagement methods that may be used throughout this process include:

- Public workshops and Open Houses
- Website – Social Pinpoint
- Online Community Survey
- Bilingual communication (as needed)
- Direct mailings and public notices
- Comment forms
- Media releases
- Meetings with interest groups
- Written Comment

3.1 Public Open House

Project Kickoff

A public open house held at the onset of the update process will allow the City staff and consultant team to introduce the update process and seek initial feedback from the community on their priorities for the comprehensive plan and reactions to plan alternatives. An open house will also allow the project team to explain decisions that the City makes. The City may use common workshop tools such as comment forms, dot exercises, presentations, and interactive activities. The City will introduce the update effort in a public setting and identify the scope of the update process and the underlying regulatory requirements. An anticipated schedule will be provided to facilitate public involvement throughout the process. The public will be encouraged to provide high-level feedback that can be used to guide the update process at its onset, with more detailed and content-specific feedback to be provided in subsequent workshops or meetings.

3.2 Community Workshops/Roundtables

The City will invite the general public, organizations, and interest groups to several community workshop events throughout the update process. This will provide an opportunity to engage in a continued dialogue with the public about the update process, share project materials, and answer any questions the public may have. It is important that relevant community-based organizations and other stakeholders, such as utility districts, are

also engaged in this process to ensure that a diverse array of feedback is obtained. Stakeholders can provide additional expertise in several areas important to the update process, including capital facilities, utilities, parks, and economic development. Workshop tools such as comment forms, dot exercises, presentations, and interactive activities can be utilized to obtain feedback and shape how the comprehensive plan will be changed this periodic update cycle.

3.3 Community Survey

The City will develop and advertise a community survey to solicit public feedback on the Periodic Update. The survey will be hosted through an online platform and the questions will be focused on asking respondents personal questions about their experiences and preferences, without being too abstract or open-ended. Copies of this survey will be available at City Hall for those who would prefer to respond to the survey in written form. This survey will be available in English, with computer-based translation offered in Spanish and about seven other languages. Our goal is to receive over 60 survey responses.

3.4 Website

The City will update its municipal website regularly as it relates to the Comprehensive Plan Periodic Update. Engagement events will be posted online to ensure that the public is aware of how they can be involved throughout this process. In addition, with support from a consultant, the City will create a separate *Comprehensive Plan Periodic Update* website using an online platform. This website will be managed and updated by the City and consultant team. Media releases related to the comprehensive plan update can also be posted on the city's general website and specific website for the Periodic Update to ensure the community stays informed on how this process is progressing.

3.5 City Staff Contact

Anyone wishing to be included on the email list for the project may mail their contact information to:

City of Connell – Comprehensive Plan Update Project
Cathleen Koch – City Administrator
104 East Adams Street
P.O. Box 1200
Connell, WA 99326

Or email their contact information to: ckoch@cityofconnell.org

4 PROCESSING REQUIREMENTS AND PROTOCOLS

4.1 Process

Adoption or amendment of the City's Comprehensive Plan is a "Type II" (Legislative) action in accordance with Connell Municipal Code (CMC) 16A.02.060 (e). These processes are to be used except: the "Docketing Process" as outlined in subsection 1, does not apply for the year 2025 because there will be no amendment dockets (in order to allow the Periodic Update process to receive due consideration and focus).

- Study sessions will occur before the Planning Commission in order to review individual chapters or sections of the Plan
- The Planning Commission will hold at least one public hearing on the proposed Comprehensive Plan Periodic Update process (written and oral testimony will be accepted at all public hearings)
- The Planning Commission public hearing(s) will occur *after* a SEPA Threshold Decision is made by the City's Responsible Official

- Study sessions will occur before the City Council in order to review the recommendation of the Planning Commission

4.2 Planning Commission

The Planning Commission will provide guidance on the Comprehensive Plan update process, including information about the scope of work, schedule, and proposed amendments, at meetings that are open to the public. These meetings provide a forum for in-depth information exchange in an educational environment to give stakeholders a meaningful role in steering the project toward success. The schedule for these meetings will be posted at City Hall, on the City’s website, on the City-managed comprehensive plan website, and distributed by email to those that have provided email addresses in accordance with Section 3.5 of the Public Participation Plan. Two briefing sessions will be held with the Planning Commission at the onset of the update process (expected during the first quarter of 2025) and before the final adoption process begins (expected in early 2026).

4.3 City Council

The City Council will review the comprehensive plan and make the final decision on adoption. Two briefing sessions will be held with the City Council at the onset of the update process (Q1 2025) and before the final adoption process begins (Q2 2026). The City Council is the legislative body with the final local decision-making authority for the local adoption of the Comprehensive Plan pursuant to CMC 16A.02.040. Adoption of the Comprehensive Plan must take place on or before June 30, 2026.

5 PUBLIC ENGAGEMENT TIMELINE (APPROXIMATE)

The following timeline is approximate and subject to change.

2025				2026		
Q1	Q2	Q3	Q4	Q1	April and May	June
City Council Briefing Session #1			Planning Commission Study Session – Review Draft Elements		City Council Briefing Session #2	City Council Hearing (Adoption)
Planning Commission Briefing Session #1					Planning Commission Briefing Session #2	
Public Open House (Kickoff)						
Public Workshops/Roundtables						
Ongoing Online Public Engagement						
	Online Community Survey					



MEMORANDUM

DATE: FEBRUARY 5, 2025
TO: MAYOR AND COUNCILMEMBERS
FROM: CHRIS LEE, CHIEF OF POLICE
RE: APPROVAL OF FRANKLIN COUNTY JAIL FACILITIES USE AGREEMENT

The Connell Police Department uses the Franklin County Jail as its primary facility for incarcerating individuals who have committed crimes within our jurisdiction. This arrangement has been governed by an agreement between Franklin County and the City of Connell for the use of jail facilities. The most recent contract expired on December 31, 2023, and we have been operating under its terms and fee schedule.

For your consideration is a proposed three-year contract for jail services covering the calendar years 2025, 2026, and 2027. Minor administrative changes have been made from the previous agreement, with the only significant modification being the updated fee schedule:

2025 – \$101.00 per day

2026 – \$104.00 per day

2027 – \$107.12 per day

This reflects an annual 3% increase.

RECOMMENDATION: Approve the agreement for the use of jail facilities between Franklin County and the City of Connell and authorize the Mayor to sign the agreement.

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between FRANKLIN COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of CONNELL, WASHINGTON a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. PURPOSE

The City, desiring to utilize Franklin County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with County for use of the jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Franklin County Justice Center.

2. DEFINITIONS

- (a) "Franklin County Custody Budget" shall mean all expenditure items in such budget.
- (b) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, which could be booked as a violation of a City ordinance. Includes, City prisoners for whom charges are initiated by a City law enforcement officer in Franklin County Superior or District Courts pending trial and sentencing. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.
- (c) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using Intergraph Jail Management System or Tyler System methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a City prisoner's stay is from 8:00 AM on January 1, 2024 to 1:00 PM on January 3, 2024, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

AGREEMENT FOR USE OF JAIL FACILITIES

3. AVAILABILITY AT JAIL FACILITIES

The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial or case disposition and/or serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Franklin County.

4. COMPENSATION FROM CITY

- (a) For the 2025 calendar year, the fee for the City Prisoner Day will be one hundred and one dollars (\$101.00) per day. The City shall pay to the County one hundred and one dollars per City Prisoner Day.
- (b) For the 2026 calendar year, the fee for the City Prisoner Day will be one hundred and four dollars (\$104.00) per day. The City shall pay to the County one hundred and four dollars per City Prisoner Day.
- (c) For the 2027 calendar year, the fee for the City Prisoner Day will be one hundred and seven dollars and twelve cents (\$107.12) per day. The City shall pay to the County one hundred and seven dollars and twelve cents per City Prisoner Day.
- (d) For all Bookings, there will also be an initial one hundred dollars (\$100.00) booking fee to cover the intake processing costs.

5. PAYMENT

The County shall bill the City by submitting a monthly voucher to the City on or before the 15th of each month, for the number of City Prisoner Days in the preceding month. The City shall pay the County the compensation set forth in Section 4 hereof within thirty days from receipt of such voucher. Account balances overdue thirty days or more will be subject to a service charge of 1% (one percent) per month (12% (twelve percent) per annum). Should it become necessary, all collection costs shall be paid by the City.

AGREEMENT FOR USE OF JAIL FACILITIES

6. MEDICAL COSTS AND TREATMENT.

- (a) The County shall have the right to refuse to accept a City prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.
- (b) The County will provide medical services for all City Prisoners within the jail in accordance with the policies and procedures adopted by the County.
- (c) In the event a prisoner requires medication, medical care, or dental treatment that is not available in the health care program within the jail provided by the County, the City shall be responsible as follows:
 - i. With respect to City Prisoners, the City if not billed directly for medical costs, shall reimburse the County for the cost of all medication, medical care, or dental treatment to the extent such costs are not paid by the prisoner, insurance, public assistance, or other sources, and for the cost of transportation to and from any health care facility that is outside the local area (Tri-Cities).
 - ii. With respect to those prisoners who are not City Prisoners, as defined in Section 2, but who are confined on the basis of charges initiated by the City police officers. The City shall reimburse the County for the cost of all such medication, medical care, dental treatment, and transportation to and from any health care facility outside of the local area (Tri-Cities) that are incurred prior to the disposition of the charges by sentencing, or otherwise, to the extent that the cost is not paid by the prisoner, insurance, public assistance, or other sources.
- (d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance, or other sources, for such costs of medication, and medical care, or dental treatment. The County shall, except in cases of emergency which prevent the County from providing advanced notification, notify the Chief of Police or designee whenever a City Prisoner requires such medication, medical care, or dental treatment, the cost of which is the responsibility of the City pursuant to this Agreement. The City agrees to provide to the County, when notified, written verification of any furlough/Personal Recognizance Court Order to release for the care or treatment for a City Prisoner.

AGREEMENT FOR USE OF JAIL FACILITIES

- (e) The County shall, subject to the City's notification required by subsection (d) hereof, have the authority to make arrangements for Medication, medical care, or dental treatment not available in the health care program within the jail.

7. TRANSPORTATION OF PRISONERS

The City shall be responsible for all transportation cost associated with City Prisoners outside the local area (Tri-Cities), or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide out of the local area transportation of City Prisoners.

8. TRANSFER OF CUSTODY

The City or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the County deputy of the jail with an arrest warrant, citation, court order, other documentation, or a completed detention request form satisfactory to the County deputy which indicates the legal basis for confinement of the person and, in the absence of such documentation, the County deputy may refuse to accept the person for confinement.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security, safety reasons, or any other reason which causes the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to family, social, or employment relationships between the person arrested and one or more members of the correctional staff.

- (a) City Police Officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, and shall be responsible for such person in their sole custody until the County

AGREEMENT FOR USE OF JAIL FACILITIES

Deputy has accepted documentation for such person's confinement and physical custody of that person and has indicated that the City Police officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

- (b) City Prisoners shall be subject to all applicable rules, regulations, and standards governing the operation and security of the jail. All City officers delivering prisoners to the County jail shall comply with those rules, regulations, and standards.

9. ACCESS TO PRISONERS

City Police Officers and investigators shall have the right to interview City Prisoners at any reasonable time within the jail. City Police Officers shall be afforded equal priority for the use of jail interview rooms with other departments, including the Franklin County Sheriff's Department.

10. POSTING OF BAIL

The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

- (a) Home Monitoring and Other Special off-site Programs:
Prisoners participating in a home monitoring program, or any other program agreed in writing by the parties to be subject to this paragraph 11(a), shall not be included in the calculation of "City Prisoner Days" under paragraph 2(c) of this Agreement. The cost of providing home monitoring or any other agreed special program subject to this paragraph 11(a) shall be determined by the actual usage of the special service by City Prisoners. The County shall use all best efforts to collect the cost of such special program from the City Prisoner, provided, in the event that a City Prisoner is determined by the Franklin County Department of Corrections to be unable to pay the entire cost of such special program, the City shall be responsible for the actual cost of providing such special program not paid by the City Prisoner. The County shall provide a monthly statement to the City regarding the City's obligation for payment for such special programs under this subsection.

AGREEMENT FOR USE OF JAIL FACILITIES

12. RELEASE OR LEAVE OF CITY PRISONERS.

City Prisoners shall be permitted to leave the jail only:

- (a) Upon the authorized, written request of the City police; or
- (b) By order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) For appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) In compliance with a valid writ of habeas corpus, or
- (e) For necessary medical or dental treatment or care not available within the jail; or
- (f) When the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING

The County, based on consultation with the City's Chief of Police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners under the current Tyler Software system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records with the exception of what is required to be disclosed pursuant to the Washington State Public Records Act.

14. INDEMNIFICATION.

- (a) Both parties shall indemnify and hold harmless the other party and its officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the other party, its officers, agents, or employees, in the performance of this Agreement. With respect to the performance of this Agreement and as to claims against either party, its officers, agents, and employees, both parties expressly

AGREEMENT FOR USE OF JAIL FACILITIES

waive its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of either party. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against a party, both parties shall fully cooperate with the named party.

15. NON-DISCRIMINATION POLICY

It is the policy of Franklin County that no person shall be subjected to discrimination by the County or by its contractors because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

AGREEMENT FOR USE OF JAIL FACILITIES

16. AUTHORITY

This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be three years.
- (b) The purpose of this Agreement is to permit the joint use of the Franklin County Corrections Center for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Franklin County Corrections Center.
- (c) Termination of this Agreement shall be as provided in Section 20 hereof.
- (d) This Agreement shall be administered as provided in Section 17 hereof.
- (e) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.
- (f) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION

This Agreement shall be administered by the Franklin County Sheriff or Franklin County designee.

18. REMEDIES

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

AGREEMENT FOR USE OF JAIL FACILITIES

19. DURATION

Upon its effective date, this agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This agreement shall be effective for three (3) years, from January 1, 2024 through December 31, 2027. It may be renewed for a period of one year by written mutual agreement, provided the parties provide one another with at least sixty (60) days advance written notice.

20. TERMINATION

This agreement may be terminated prior to the end of its term by either party for cause upon not less than ninety (90) days advance written notice. Said notice shall set forth the basis for termination.

21. VENUE/JURISDICTION

Any action brought as a result of this agreement will be brought in Franklin County, Washington and the prevailing party will be entitled to their attorney's fees and costs.

AGREEMENT FOR USE OF JAIL FACILITIES

Date: _____

Date: _____

CITY OF CONNELL, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

Lee Barrow, City Mayor

Rocky Mullen, Chairman
Franklin County Commissioner

Clint Didier, Chairman Member
Franklin County Commissioner

Steven Bauman, Member
Franklin County Commissioner

Attest: _____
Marissa Ortiz, City Clerk

Attest: _____
Clerk of the Board

APPROVED AS TO CONTENT:

Sheriff Jim Raymond

Approved as to form:

Approved as to form:

Heidi Ellerd, City Attorney

Daniel Stovern
Deputy Prosecuting Attorney



MEMORANDUM

DATE: FEBRUARY 5, 2025
TO: CITY COUNCIL
FROM: CATHLEEN KOCH, CITY ADMINISTRATOR
RE: **LEP-RE-KON REQUEST TO USE COMMUNITY CENTER
PARKING LOT**

Lep-re-kon Grocery Store has approached the City with a request to utilize the Community Center parking lot for temporary parking during the transition to its new location. Upon the opening of the new store, the existing building will be demolished, and construction of a new parking lot will commence. The store is anticipated to open in June.

To accommodate their temporary parking needs, Lep-re-kon has proposed a monthly payment of \$3,000 to the City for the months of May, June, July, and August, totaling \$12,000. The grocery store acknowledges that the Community Center hosts various events and understands that the parking lot will be shared during this period.

If the City Council approves this arrangement, City Attorney Heidi Ellerd will craft an agreement for Council approval. The agreement will include a requirement to name the City as an additional insured. In addition, all individuals and organizations renting the facility would be notified of the shared parking situation.

Recommendation: Direct the City Attorney to draft an agreement allowing the use of the Community Center parking lot by Lep-re-kon Grocery Store for a monthly fee of \$3,000 for the months of May through August.