

CLARKSTON TRANSPORTATION BENEFIT DISTRICT
AGENDA
829 5th Street
MONDAY, September 8, 2014

1. **CALL TO ORDER:** 7:30 P.M. (or at conclusion of City Council meeting)
2. **ROLL:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES**
August 25, 2014
5. **UNFINISHED BUSINESS**
A. Ordinance No. TBD 002, Establishing Vehicle License Fee – 2nd Reading for Action
6. **NEW BUSINESS:**
A. Interlocal Agreement with WCIA for Insurance Coverage
B. Proposal for Financials Software
7. **ADJOURN**

CLARKSTON TRANSPORTATION BENEFIT DISTRICT
August 25, 2014

BOARD:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input type="checkbox"/> Baumberger, absent
<input checked="" type="checkbox"/> Kolstad	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

Chief Hastings Chief Cooper Clerk Storey City Attorney Grow PWD Martin

CALL TO ORDER: The meeting was called to order at 8:01 p.m. by Chair Blackmon.

AGENDA CHANGES:

MINUTES:

MOTION BY BEADLES/MANCHESTER to approve minutes of July 14 and August 11 regular meetings. Motion carried.

UNFINISHED BUSINESS:

A. Ordinance No. TBD 001, Establishing Organization Rules = 2nd Reading for Action

Ordinance No. TBD 001 was read by title. MOTION BY NASH/KOLSTAD to approve Ordinance TBD 001. Motion carried.

NEW BUSINESS:

A. Ordinance No. TBD 002, Establishing a Vehicle License Fee – 1st Reading

Ordinance No. TBD 002 was read by title.

Blackmon asked what options the city has for enforcing licensing requirements for vehicles. Chief Hastings said there are some exceptions to licensing requirements for students and temporary residents. He said the officers can write citations, but a time consuming investigation is required and then the judge has discretion and can dismiss the charges.

Blackmon said he has reservations about the license fee. He commented that there is no good way to predict how much money the fee would bring. He would prefer to look at a sales tax increase, even though it would have to be voted.

Nash said there might be a gas tax that could be imposed.

Kolstad said if there is not adequate enforcement, raising the fees will encourage people to find ways to license outside the city.

Jill Eckberg, 1126 5th Street, said state law says Washington residents must register vehicles within 30 days. She said she has four vehicles in her family. She asked how the city is going to enforce the licensing requirements. She said she could write a letter to the Department of Transportation saying that the city is not interested in enforcing the licensing laws, and it might impact grant availability in the future.

Jedidiah Haney, Yakima, said that similar sized cities may see as much as \$95,000 in tax revenue from marijuana sales. He was reminded that this meeting is only for issues related to the Transportation Benefit District.

ADJOURNMENT:

Meeting adjourned at 8:18p.m.

Vickie Storey, Board Clerk

Kelly Blackmon, Board Chair

CLARKSTON TRANSPORTATION BENEFIT DISTRICT

ORDINANCE TBD 002

AN ORDINANCE OF THE CLARKSTON TRANSPORTATION BENEFIT DISTRICT ESTABLISHING AND IMPOSING A \$20.00 VEHICLE LICENSE FEE AS AUTHORIZED IN RCW 36.73.065 AND RCW 82.80.140, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, Chapter 36.73 RCW and RCW 35.21.255 authorize the City Council to establish a transportation benefit district within the City's jurisdiction for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by economic development or to improve the performance of the transportation system; and

WHEREAS, the City Council for the City of Clarkston found it to be in the best interest of the City to establish a citywide transportation benefit district for the operation, preservation, maintenance and improvement of the City's streets and related infrastructure consistent with Chapter 36.73 RCW, to protect the City's long term investments in that infrastructure, to reduce the risk of transportation facility failures and improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, in Ordinance 1525, the City Council of the City of Clarkston established the Clarkston Transportation Benefit District as authorized by RCW 35.21.225 and subject to provisions of RCW 36.73; and

WHEREAS, the Transportation Benefit District includes the entire City of Clarkston as the boundaries currently exist or as they may be extended by annexations; and

WHEREAS, pursuant to RCW 36.73.020(3), the members of the City Council, acting ex officio and independently, constitute the governing body of the Clarkston Transportation Benefit District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to impose, by majority vote of the district's governing board, a vehicle fee of up to \$20.00 as authorized in RCW 82.80.140; and

WHEREAS, the Board of the Clarkston Transportation Benefit District finds it in the best interest of the District to establish an annual vehicle fee in the amount of \$20.00 for the purpose of making transportation improvements that preserve, maintain and improve the transportation infrastructure of the City of Clarkston, consistent with Chapter 36.73 RCW;

NOW, THEREFORE, THE BOARD OF THE CITY OF CLARKSTON WASHINGTON TRANSPORTATION BENEFIT DISTRICT ORDAINS AS FOLLOWS:

Section 1. Establishment of Annual Vehicle Fee. In accordance with the authority granted to the District by RCW 82.80.140 and RCW 36.73.065, as now exist or as are hereafter amended, the City of Clarkston Washington Transportation Benefit District establishes and imposes an annual vehicle fee in the amount of Twenty Dollars (\$20.00) per vehicle registered in the district, for each vehicle subject to license tab fees under RCW 46.16.0621, as now exists or as is hereafter amended, and for each vehicle subject to gross weight fees under RCW 46.16.070, as now exists or as is hereafter amended, with an unladen weight of six thousand pounds or less. The annual vehicle fee shall be collected by the Washington Department of Licensing on qualifying vehicles, as set forth in RCW 82.80.140, as now exists or as is hereafter amended, and Chapters 36.73 and 46.16 RCW, as now exists or as hereafter are amended.

Section 2. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City of Clarkston Transportation Benefit District Board this ____ day of _____, 2014.

APPROVED:

Kelly Blackmon, District Board Chair

ATTEST:

Vickie Storey, District Secretary/Treasurer

APPROVED AS TO FORM:

James Grow, District Attorney

**APPENDIX INDEX #124-14 TO INTERLOCAL AGREEMENT
CREATING THE WASHINGTON CITIES
INSURANCE AUTHORITY**

WHEREAS, in 1980 the Cities of Mercer Island, Mountlake Terrace, Olympia, Kirkland, Marysville, Lacey, Kent, Everett and Des Moines did enter into and sign an Interlocal Agreement, as authorized by CH 48.62 RCW, for the creation of and operation of a liability self-insurance pool for the mutual protection and benefit of said entities known as the Puget Sound Cities Interlocal Insurance Authority; and,

WHEREAS, on March 13, 1986, the Board of Directors of the Authority did pass a motion to change the name to Washington Cities Insurance Authority. Said change is also ratified by new members; and,

WHEREAS, the above referenced Interlocal Agreement provides in Article 19 for the addition of new members to said Authority after one year of operation as determined by vote of the Board of Directors of said Authority; and,

WHEREAS, Article IV, Section 8 of the By-Laws of the Washington Cities Insurance Authority provides the procedure for the admission of new members to said Authority; and,

WHEREAS, on **September 12, 2014**, the Executive Committee of the Washington Cities Insurance Authority did pass a motion authorizing and inviting **Clarkston Transportation Benefit District** to become a new member of said Authority; and,

WHEREAS, **Clarkston Transportation Benefit District** by decision of its respective legislative and executive authorities, has decided to become a new member to the Washington Cities Insurance Authority commencing on **September 12, 2014**;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, **Clarkston Transportation Benefit District** by signature of its respective authorized representative to this **INDEX #124-14** to the original Interlocal Agreement, do hereby agree to be bound to all the terms, conditions, and covenants of the original Interlocal Agreement creating the Washington Cities

Insurance Authority and all previous appendixes, which are incorporated by reference herein and to become members of said Authority commencing at **12:01 a.m. on September 12, 2014.**

The new member whose representative signs this **INDEX #124-14** agree that they shall be bound to the original Interlocal Agreement and all previous appendixes, and to which the **INDEX #124-14** is attached; and further agree that they shall be bound by all provisions and terms of the By-Laws for the Washington Cities Insurance Authority as they now exist or may be amended in the future. The new member whose representative signs this agreement shall have the benefits of the Joint Protection Programs and obligations thereto as provided by the Washington Cities Insurance Authority commencing at **12:01 a.m., September 12, 2014.**

IN WITNESS WHEREOF, the party hereto has executed this **INDEX #124-14** to the Interlocal Agreement creating the Washington Cities Insurance Authority by authorized official thereof, on the date indicated below.

DATE: _____ BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

Washington Cities Insurance Authority Full Board Delegate Job Description

Entity: _____

The appointed Board Delegate's responsibilities and tasks are as follows:

1. Function as the primary source to coordinate communication with the Full Board, Executive Committee, and Authority staff regarding its member's needs. An appointed WCIA Delegate must be in a position of authority to implement policy and procedures requested by WCIA. The Delegate must be responsive and accountable to the WCIA Delegate job description. WCIA will schedule New Delegate orientation within 30 days of appointment.
2. Arrange for orientation of elected officials, department heads and staff.
3. Notify WCIA of changes in or additions to department directors, especially those who are unfamiliar with the organization.
4. Attend at least one, and strongly encouraged to attend three, WCIA Full Board Meetings annually, come informed as to the issues, and vote appropriately. Full Board policies or actions voted by Board Delegates are binding for the member entity.
5. Develop a working knowledge of pool operations, including an understanding of the budget, investment strategies, assessment formula, program coverages, and Authority services and resources.
6. Timely coordinate with the Authority, liability and/or property claims reporting procedures, newsletter distribution, risk management and loss control issues, annual field audits, insurance and indemnity requirements for member contracts, and generally possess the ability to communicate issues throughout the member entity. In order to take advantage of training offered, distribute training announcements within three (3) days to the identified departments.
7. Coordinate insurance coverage letter requests, Authority annual requests for worker hour and property or automobile schedule updates, additions and changes on a timely basis.
8. Receive and ensure timely processing of the annual assessment billing.
9. Monitor and coordinate compliance with the COMPACT.
10. Contact WCIA when member programs have increased risk exposure in property and liability, i.e. seek assistance for insurance and indemnification requirements.
11. Other duties developed by the Authority.

Signature of Appointing Official	Title	Date
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Signature of Delegate	Title	Date
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Printed Name of Delegate	Email Address
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Signature of Alternate Delegate	Title	Date
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Printed Name of Alternate Delegate	Email Address
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Vision Municipal Solutions, LLC
 PO Box 28429
 Spokane, WA 99228
 Phone (509) 315-8845 Fax (888) 223-6007
 Website: www.visionms.net Email: info@visionms.net

**Vision Software and Professional Services for:
 The Clarkston Transportation Benefit District**

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Financials for Clarkston Transportation Benefit District	\$2,000.00	\$300.00
Vision Reporting Services	<u>Included</u>	<u>Included</u>
Total Software	\$2,000.00	\$300.00
<u>Professional Services:</u>		
Installation and configuration Microsoft SQL Server	\$500.00	
Installation Services (Not subject to sales tax)	<u>\$700.00</u>	
Total Professional Services	\$1,200.00	
GRAND TOTAL	\$3,200.00	

Contract Notes:

- Travel expenses will be billed after scheduled Software is installed.
- Sales and use tax applies to all quoted Software and professional services. Sales and use tax does not apply to installation services.
- Microsoft SQL Server 2008 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server, the approximate cost is \$810 for the initial license and \$130 for each additional user.
- Sale of Software is subject to the below described Software License Agreement.



Vision Municipal Solutions, LLC
PO Box 28429
Spokane, WA 99228
Phone (509) 315-8845 Fax (888)223-6007
Website: www.visionms.net Email:info@visionms.net

Software License Agreement between the Clarkston Transportation Benefit District and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the **Clarkston Transportation Benefit District** ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Financials" and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the Clarkston Transportation Benefit District, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$2,000.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



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Website: www.visionms.net Email: info@visionms.net

5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.

8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.



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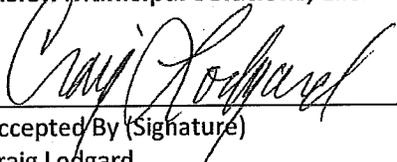
Website: www.visionms.net Email:info@visionms.net

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.



Accepted By (Signature)

Craig Lodgard

Printed Name

Managing Member

Title:

9/3/2014

Date

Clarkston Transportation Benefit District

Accepted By (Signature)

Printed Name

Title

Date