

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, April 14, 2014**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL:**
- 4. AGENDA CHANGES:**
- 5. APPROVAL OF MINUTES:  
March 24, 2014, Regular Meeting**
  
- 6. COMMUNICATIONS:**
  - A. From the Public (Please limit comments to 3 minutes)**
  - B. From the Mayor**
  - C. From Staff or Employees**
  
- 7. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills**
  - B. Public Safety – April 1**
  - C. Public Works –**
  - D. Administrative/Intergovernmental – April 14**
  - E. Community Development – April 1**
  
- 8. UNFINISHED BUSINESS:**
  
- 9. NEW BUSINESS:**
  - A. EPIC – Presentation Regarding Recreational Marijuana**
  - B. Kris Rathbun, CHS Art Project (CD)**
  - C. Recommendation from Dispatch Committee**
  - D. Alive After Five Event Approval (CD)**
  - E. Cruzin to Clarkston, Car Show Approval (CD)**
  - F. Corp Patrol Contract (PS)**
  - G. Resolution No. 2014-04, Pre-tax Medical Insurance Premium Program (Admin)**
  
- 10. COUNCIL COMMENTS**
- 11. MEDIA QUESTIONS**
- 12. EXECUTIVE SESSION - Litigation**
- 13. ADJOURN**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

**CLARKSTON CITY COUNCIL MINUTES**  
**March 24, 2014**

**COUNCIL:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Beadles    | <input checked="" type="checkbox"/> Nash       |
| <input checked="" type="checkbox"/> Provost    | <input checked="" type="checkbox"/> Baumberger |
| <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

**AGENDA CHANGES:** Mayor Warren added an executive session for litigation.

**APPROVAL OF MINUTES:** MOTION BY BEADLES/NASH to approve the minutes of the March 10, 2014, Regular Meeting. Motion carried.

**COMMUNICATIONS:**

- A. **From the Public:**
- B. **From the Mayor:** Mayor Warren announced that Veronica Miracle from KLEW is accepting a new job in California. Warren announced there will be a Transportation Commission meeting in Pullman on April 16 at City Hall from 9 a.m. until 4 p.m.  
Mayor Warren thanked City Attorney Grow for his assistance in the recall hearing. The petition will not be moving forward.
- C. **From Staff:**

**COMMITTEE REPORTS:**

**Finance:** Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for March 24, 2014, of \$350,613.45. MOTION BY PROVOST/BEADLES to approve the bills. Motion carried.

**Public Safety:** No meeting.

**Public Works:** Councilmember Nash said committee met on March 19 and discussed the Transportation Benefit District. They also discussed a request from PWD Martin to divert funds from the chip sealing and alley maintenance budget to use for matching funds to do an overlay on 13<sup>th</sup> Street. A match of \$108,000 would allow us to access about \$800,000 in STP funds for the project. Nash said the meeting time for Public Works Committee will change to 3:30 p.m. on the first and third Wednesday. Nash said committee is working on purchase of the new automated garbage system.

**Admin Committee:** Councilmember Manchester said committee met on March 24. There was nothing to report.

**Community Development:** No meeting. Councilmember Beadles will meet with Chris from the school district on April 1<sup>st</sup> to discuss a controlled graffiti plan.

**UNFINISHED BUSINESS:**

**NEW BUSINESS**

A. **Authorization to move forward with 13<sup>th</sup> Street Overlay**

. Councilmember Nash explained that the city has an opportunity to team with Asotin County for an overlay of 13<sup>th</sup> Street. The County is going to overlay from 16<sup>th</sup> Ave to Peasley and the City would do

from Bridge to Belmont Way. The MPO has funds available. The City would need \$108,000 in matching funds for the project for a total of almost \$1,000,000. MOTION BY NASH/KOLSTAD to use money budgeted for street sealcoating for the match for the 13<sup>th</sup> Street project. Councilmember Kolstad said that the project will also improve sidewalks and ADA accessibility. Motion carried.

**B. Approval of Collective Bargaining Agreement with Public Works and Admin**

MOTION BY MANCHESTER/BLACKMON to approve the collective bargaining agreement with the Public Works/Admin unit. Councilmember Beadles gave thanks to the union for their acceptance of the changes to health coverage co-pays. Motion carried.

**COUNCIL COMMENTS:**

Councilmember Nash commented on the notice from Nelly Broadcasting regarding the “Alive after Five” events. Councilmember Beadles said that Public Safety Committee will be discussing the request prior to council action.

**MEDIA QUESTIONS:**

**EXECUTIVE SESSION: Litigation**

Council went into executive session to discuss litigation at 7:12 p.m. Anticipated length of the session is 15 minutes. No action will be taken as a result of the session. Council returned to open session at 7:29 p.m.

**ADJOURNMENT:**

Meeting adjourned at 7:29 p.m.

\_\_\_\_\_  
Vickie Storey, City Clerk

\_\_\_\_\_  
Kathleen A. Warren, Mayor

Total Fund Expenditures, 3/24/14	CK #56102-58, Feb Excise	\$226,794.16
Payroll, 3/15/14	CK #56079-56100	\$123,819.29

## Public Safety Committee

April 1, 2014

Attendance: Chief Hastings, Chief Cooper, Larry Baumberger, Dick Jones, Terry Beadles

Chief Hastings presented the patrol contract with the Corps of Engineers. This contract provides patrol services for public property that the Corps of Engineers is responsible for. The committee recommends that the council approve this contract. (Agenda item for Council action).

A patrol officer will be joining our department soon. Officer Combs will be retiring from the animal patrol duties. The Police Department is working to become accredited.

The committee approved the Cruzin to Clarkston event for June 21<sup>st</sup>, 2014. (Agenda item for Council action).

The committee approved the Alive After Five events for June 5<sup>th</sup>, July 10<sup>th</sup>, and August 7<sup>th</sup>. (Agenda item for Council action).

The committee endorses the Seaport River Run event for April 26<sup>th</sup>.

The Fire Department has received the Drawings and Specs for the new fire engine.

Chief Cooper is working with the Port of Whitman to review fire protection requirements for the port.

The Fire Department will place a Memorial Stone at the department flag pole. Firemen who have deceased while serving will be memorized on the stone.

Training for fire personnel will be conducted to meet classification requirements.

Volunteer recruitment will be emphasized in the near future.

Many city employees have completed First Aid training that was presented by the Fire Department .

## Community Development Committee

April 1, 2014

Attendance: George Nash, Belinda Lierman, Terry Beadles, Kris Rathbun.

Kris presented the time line for the completion of the murals at Beachview Park. The artwork on the city service building will be receiving a coat of paint to provide a background for the murals. Tentative plans call for the painting work to be started on April 14<sup>th</sup>. On May 17<sup>th</sup> at 5:00PM there will be an unveiling of the murals.

Kris requested that the committee approve the Permission Wall project at the Skatepark. Clarkston High School will form a committee to approve student art work that will be painted on the Skatepark walls. The committee recommends that the council approve this project. Kris will make a presentation to the Council about the Permission Wall Project. (Agenda item for council action).

The Committee endorses the Cruzin to Clarkston event.

The Committee endorses the Alive After Five events.

## ***Permission Wall***

Located at Beachview Park within the skate park walls

'You want to come in and help me color this in?' Automatically, the kid ties into the mural," said GRASP program assistant Johnny Santos.

Those who help with the murals take a proprietary interest and protect them from vandals. And when the work is good and the message positive, it helps build a sense of pride in a neighborhood, Lopez said.

--Permission wall testimony

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*The City of Clarkston recognizes the importance of street art in contributing to a vibrant community culture. The City of Clarkston takes a strong stance against illegal graffiti and has a number of measures in place to ensure that the city stays clean.*

### Getting permission to have art on the *Permission Wall*

Within the City of Clarkston there consists an Advisory Council for the Permission Wall. If you would like to commission a new work on the Permission Wall, please call 509.780.1220 for current dates of when the Advisory Council meets. Our council consists of six young adults from our community.

### **Information for artists**

An artist will first need to get permission from the Advisory Council before doing any artwork within the skate park walls.

#### Tips for artists:

- Approval can be sought for street art by taking a completed rough draft sketch that includes all color and words that will appear in the art piece. This can simply be done on a piece of paper. You should also include the projected size of the piece, ex: 6ft tall and 4ft wide.

- If you have an idea for the Permission Wall, you will need to contact Kris Rathbun at 509.780.1220 to find the current time and location for the next council meeting.
- At the council meeting you will have the chance to explain your art piece and either seek approval, or be advised on changes before it can be put up. Each piece will be allowed a certain area. Once all spaces are covered..the oldest space will be given to a new artist and the process starts over again...making for a continually new art show.
- This is community art wall and needs to be community friendly.
- There is no age requirement..all are welcome
- Artists can request supplies from the Advisory Council and will be available on a limited basis. We do receive some generous donations of paint from local community businesses.
  - Schurmans/True Value
  - Early Bird Supplies/Ace Hardware
  - Valley Art Center
- Once your piece is approved you will be notified of the dates and times that you are able to install your art piece.
  
- **NOT ALLOWED ON THE PERMISSION WALL**
  - Nudity
  - Cursing
  - Drugs or Alcohol or the glorification of either
  - Graphic violence
  - Gang affiliation
  - Sexual exploitation

## Advisory Council Outline

- Advisory Council Facilitator: Kris Rathbun 509.780.1220
- The Advisory Council will consist of six members. (To be announced)
- The Advisory Council will come up with a set of bylaws.
- The Advisory Council will come up with a Mission Statement.
- The Advisory Council will come up with a monthly schedule.
- The Advisory Council will remain in contact with the facilitator, The City of Clarkston and Parks and Rec Department concerning any issues around the Permission Wall.
  
- When a council member can no longer maintain their role on the council or they age out (21), they will help to mentor another young adult to take their place. This ensures that there are always six acting members within the council.

## Mentors

- I'm definitely open to having adult mentors be a part of this project. It's my goal to help induce more community pride and ownership for all of the people we come into contact with. All council meetings will be held in a public building and each project will be supervised by two or more council members and/or mentors.

## Location

- There are a couple locations that I am going to speak with about hosting the Advisory Council meetings. The Presbyterian Youth Building or the Valley Art Center.

April 10, 2014

To: Asotin County Chairman Fuller and Commissioners  
Asotin County Fire District 1 Commission Chairman Wolfinbarger and Commissioners  
City of Asotin Mayor Bonfield and City Councilors  
City of Clarkston Mayor Warren and City Councilors

From: 911 Communications Committee

Subject: WHITCOM Recommendations

The 911 Committee, comprised of representatives from Asotin County (Dan Hally, Butch Aiken, and Chris Kemp), Asotin County Fire District 1 (Mike Hohman), City of Asotin (Scott Coppess and Noel Hardin) and City of Clarkston (Steve Cooper and Joel Hastings), is submitting a recommendation that we believe will lead to creation of an agreement addressing dispatch service costs between Asotin County and Asotin, Clarkston and Asotin County Fire District 1.

Our recommendation is the cost of dispatch services provided by WHITCOM to Asotin County be divided among the jurisdictions benefiting from those services based upon total events recorded and reported by WHITCOM. Each year's contract cost would be based upon the previous year's record. (2013 record is the basis for costs in the 2014-2015 agreement).

Payments will be made by each jurisdiction for WHITCOM services provided for Asotin County Sheriff's Department, City of Asotin Police Department, City of Asotin Fire Department, Asotin County Fire District 1, City of Clarkston Police Department and City of Clarkston Fire Department. An annual review of Blue Mountain Fire District should be done to review call volume for possible financial contribution.

911 call taker reimbursement paid by the State to the regional dispatch center serving Asotin County (WHITCOM at this time) benefits county residents equally regardless of which jurisdiction they reside within.

We encourage local jurisdictions in Asotin County to consider an inter-local agreement authorizing Asotin County to enter into negotiations with WHITCOM, including said entities in the negotiation process.

We remain available for further study of issues and development of recommendations if a need is identified. Thank you for this opportunity to contribute to development of an agreement that can benefit each jurisdiction, emergency responders, and residents alike.

To: Asotin County Chairman Fuller and Commissioners  
Asotin County Fire District 1 Commission Chairman Wolfinbarger and Commissioners  
City of Asotin Mayor Bonfield and City Councilors  
City of Clarkston Mayor Warren and City Councilors

From: 911 Communications Committee

Subject: Recommendations E911 Committee/Capital

The 911 Committee, comprised of representatives from Asotin County (Dan Hally, Butch Aiken, and Chris Kemp) Asotin County Fire District 1 (Mike Hohman), City of Asotin (Scott Coppess and Noel Hardin) and City of Clarkston (Steve Cooper and Joel Hastings), is submitting recommendations that we believe will lead to creation of an agreement addressing 911 communications issues.

The recommendations include:

- E911 excise tax uses
- Communications and emergency radio communications planning
- Planning maintenance and new capital projects
- Creation of a Joint Communications Committee with representatives from each jurisdiction
- Establishing new capital funds with each entities contribution.
- Separating discussion on warrant service charges, from future Dispatch contracts.

Each of these recommendations is attached for your review and consideration.

If acceptable, these recommendations will frame a new agreement between these jurisdictions to guide cooperative interaction for activities related to 911 communication and emergency responder communication among the four jurisdictions.

We remain available for further study of issues and development of recommendations if a need is identified. Thank you for this opportunity to contribute to development of an agreement that can benefit each jurisdiction, emergency responders, and residents alike.

**We recommend E911 revenues be committed to 911 communication needs and emergency radio infrastructure maintenance and development.**

The E911 excise taxes received for land and wireless telephones will be committed to paying for services identified by RCW 82.14B. Reimbursement received for E911 activities would be received into Asotin County's - Emergency Services Communication fund (127).

Excess E911 local excise tax revenue and reimbursement funds would be retained in Asotin County's 127 fund for use maintaining and further developing necessary 911 communications and infrastructure utilized by emergency law enforcement, fire, ambulance and first responders.

If E911 excise tax and reimbursement funds fall short of paying the approved expenses for services identified in RCW 82.14B the accumulated fund may be used to meet those expenses. Should the accumulated fund not fully support critical expenses the cost of said critical expenses or cost overrun would be divided amongst the entities. The expenditures creating the overrun should be presented to the representatives of the jurisdictions who have voting representatives on the advisory committee; before such expenses are incurred the advisory committee should seek authorization from each jurisdiction.

The emergency Communications Advisory Committee may review those proposed expenses as the annual budget is being developed and provide recommendations to the County Commissioners related to this fund and expenditures budgeted from it.

**We recommend an Emergency Communications Advisory Committee be formed.**

Asotin County  
Emergency Communications Advisory Committee

The Board of Asotin County Commissioners, Clarkston City Council, Fire Commissioners of Asotin County Fire Protection District 1 and Asotin City Council jointly agreed to create the Emergency Communications Advisory Committee hereafter referred to as the Asotin County Emergency Communications Advisory Committee.

The scope and charges of the Asotin County Emergency Communications Advisory Committee are:

- A. Advise the jurisdictions who jointly formed the advisory committee on all aspects of the creation and maintenance of an Asotin County Communications plan for emergency services (law enforcement, fire and ambulance agencies provided by the jurisdictions who created this advisory committee).
- B. Oversee the Asotin County Communication plan.
- C. Make recommendations to the various jurisdictions within Asotin County whose emergency responders rely upon communication systems described and included in the Asotin

County Communications plan for the funding of the of the plan with tax revenue, grants funds or homeland security funds.

D. Make recommendations to the various jurisdictions within Asotin County on maintenance and repair of infrastructure necessary for emergency responder radio communication and payment of related costs.

**Composition:**

- A. **Membership:** The Emergency Communications Advisory Committee shall be composed of a representative of the Asotin County Sheriff's Department, a representative of Asotin County Fire District 1, a representative from City of Asotin Fire Department, a representative from City of Asotin Police Department, a representative of the Clarkston Police Department, a representative of Clarkston Fire Department, Asotin County E-911 Coordinator and a representative of the Asotin County Emergency Management. Voting membership is restricted to the appointed representatives of agencies that provide emergency and/or nonemergency law enforcement, fire or ambulance services, the Asotin County 911 Coordinator and the Asotin County Emergency Manager.
- B. **AD HOC Members:** ADD HOC members may be appointed at the pleasure of the Emergency Communications Advisory Committee. ADD HOC members shall not enjoy voting privileges.
- C. **Appointment:** Each represented jurisdiction is responsible to appoint their representative(s).
- D. **Terms:** Committee members serve at the discretion of each appointing jurisdiction. ADD HOC members shall have terms of two years.
- E. **Vacancies:** Upon vacancy in any position on the committee a successor shall be selected and appointed to fill the unexpired term in the same manner as the initial appointments.
- F. **Attendance:** The jurisdiction represented by a member of the Committee who misses three unexcused consecutive meetings without notification to the Chair will receive notification that their representative has missed three consecutive meeting. It shall be each jurisdictions responsibility to assure their representative attends.
- G. **Reappointment:** The Committee may consider and act upon reappointment of AD HOC Members at the conclusion of their two year term.
- H. **A representative of Blue Mountain Fire District may fill an ex-officio position, without voting privileges.** An annual review should be done to review call volume for possible financial contribution to fund.

**We recommend a NEW Capital Fund be created.**

The proposed fund would receive annual payments in April from each jurisdiction who has positions for representatives to sit on the Emergency Communication Advisory Committee (Asotin, Asotin County, ACFD1 and Clarkston). Each jurisdiction's payment should be entered into the capital fund. We

recommend an annual payment of \$2,000 subject to annual review from each jurisdiction be paid into the new capital fund that should be separately maintained although it would be managed with Asotin County's Fund 127.

These capital funds would be available to pay for additional development and maintenance of the emergency communications system. This does not include purchase or maintenance of pagers, portable radios, mobile radios, cell phones, satellite phones or MDTs. Approval of the majority of the Committee present is required for expenditures from the capital fund.

Recommend establishing an inventory of emergency services radio communication equipment that would be eligible for support from the capital fund. The inventory list will be annually updated as an addendum to the agreement.

We recommend that an inventory of emergency radio and microwave communications equipment be established and eligibility for expenditures from the capital fund is limited to the equipment included in that inventory. **We recommend a system wide view be adopted for infrastructure maintenance and development of the Emergency Services Communication Fund (127).**

We recommend capital expenditures be made only after seeking a recommendation from the Emergency Communication Advisory Committee; County Commissioners shall retain final decision on whether to approve or reject requested expenditures. The advisory committee should create a capital plan for county wide infrastructure.

Mayor Kathleen Warren  
City of Clarkston  
830 5<sup>th</sup> Street  
Clarkston, WA 99403

Dear Mayor Kathleen Warren and Council Members:

Nelly Broadcasting, LLC. is planning another fantastic season for Alive After Five. We have selected the first Thursday of each month June through August which would include the following dates: June 5, July 10, August 7. The event will include retailers, crafters & other artists, music, food, and educational forums such as buying local and touting the benefits of locally owned businesses.

We need your help and support on the following items:

1. Street closure on 6<sup>th</sup> Street from the south end of the Elm (leaving Elm open) to the north end of Chestnut (leaving Chestnut open), closing Sycamore as a cross street. We would need the closure from 3:30 p.m. to 9:30 p.m. the day of the Alive After Five events. We have contacted the State of Washington and are awaiting approval.
2. Use of barricades for our team to set up and take down and street closure signs put out early the morning of each event so people know that they cannot park on 6<sup>th</sup> Street during the street closure.
3. Permission for a Beer Garden.
4. Permission to use Vernon Park for craft and food vendors if we have overflow.
5. Permission for flag and banner hanging.

Thank you for your consideration on these matters. Enclosed you will find a copy of the Traffic Control Plan and Certificate of Insurance for this event. Thank you for your help on this matter and we look forward to hearing from you soon so that we may proceed with our plans.

Sincerely,

Jim and Darcy Nelly  
Owners of Nelly Broadcasting, LLC.

Enclosures (3)



CRUZIN TO CLARKSTON  
PO BOX 400  
CLARKSTON, WA 99403

Community  
Development  
Terry  
Brian  
George

March 25, 2014

Mayor Katherine Warren  
City of Clarkston  
830 5th St  
Clarkston, WA 99403

Dear Mayor Warren and Council Members:

The Cruzin to Clarkston car show committee are once again preparing for our 11th annual Car Show scheduled for June 21, 2014 .

We need your help and support on the following items:

1. Street closure on 6th street from the south end of Elm(leaving Elm open) to the north end of Chestnut (leaving Chestnut open), closing Sycamore as a cross street from 5th to 7th St We would need the closure from 8:00 a.m. to 3:30 p.m. on Saturday, June 22, for the Car Show event. We would need to have "no parking" signs available to be put out Friday afternoon down the middle of the street with closing times on them so people know they cannot park on 6th St overnight and during the street closure. We have contacted the State of Washington and are awaiting their approval. We will contact the street dept. about the signs needed.

Thank you for your consideration on these matters. We hope to hear from you soon so that we can move forward with our plans.

Sincerely,

*Joanne Huntley*

Joanne Huntley, member  
"Cruzin to Clarkston" Car Show Committee  
PO Box 400  
Clarkston, WA 99403

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
 W68SBV40523224

PAGE 1 OF 18

2. CONTRACT NO. W912EF-14-P-5039  
 3. AWARD/EFFECTIVE DATE 01-Apr-2014  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER W912EF-14-Q-0087  
 6. SOLICITATION ISSUE DATE 20-Mar-2014

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME LANA J MURRY  
 b. TELEPHONE NUMBER (No Collect Calls) 509-527-7217  
 8. OFFER DUE DATE/LOCAL TIME 03:00 PM 26 Mar 2014

9. ISSUED BY CODE W912EF  
 USAED, WALLA WALLA - CONTRACTING DIV.  
 LANA J. MURRY  
 201 N. THIRD AVENUE  
 WALLA WALLA WA 99362-1876  
 TEL: 509-527-7217  
 FAX: 509-527-7802

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SB  
 HUBZONE SB  
 8(A)  
 SVC-DISABLED VET-OWNED SB  
 EMERGING SB  
 SIZE STD: NAICS: 922120

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO LOWER GRANITE NATL RES MGT SEC CONTRACTOR PERFORMANCE SPECIALIST 100 FAIR STREET CLARKSTON WA 99403-1943  
 CODE 990531

16. ADMINISTERED BY  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 4CQY7  
 CLARKSTON, CITY OF  
 829 5TH ST  
 CLARKSTON WA 99403-2696  
 TEL. 509-758-5541  
 FACILITY CODE 4CQY7

18a. PAYMENT WILL BE MADE BY CODE 964145  
 USAED, NATIONAL FINANCE CENTER  
 5722 INTEGRITY DRIVE  
 MILLINGTON TN 38054-5005

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH A ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$4,809.84**

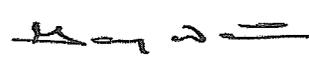
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE W912EF-14-Q-0087  
 OFFER DATED 26-Mar-2014 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


31c. DATE SIGNED  
 01-Apr-2014

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 GARY R WEIR / CONTRACTING OFFICER  
 TEL: 509-527-7223 EMAIL: Gary.R.Weir@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Park Patrols FFP One Officer, Labor, Vehicle, Equipment, and Administration shall be provided by the Contractor for extra law enforcement park patrols within the City of Clarkston. Please note that the Unit of Issue is Each. One Hour = One Each. Per the Performance Work Statement.	88	Each	\$49.08	\$4,319.04
Period of Performance: 1 May 2014 through 30 September 2014.					
Project No: 401961 FOB: Destination MILSTRIP: W68SBV405232240001 PURCHASE REQUEST NUMBER: W68SBV40523224					
NET AMT					\$4,319.04
ACRN AA CIN: W68SBV405232240001					\$4,319.04

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		4	Each	\$49.08	\$196.32

Training  
FFP

The Contractor shall provide one officer, equipment, and administration for two separate 2-hour training sessions in defensive tactics and self protection. The instructor shall be certified by the State of Washington to instruct defensive tactics and have full law enforcement authority. Please note that the Unit of Issue is Each. One Hour = One Each. Per the Performance Work Statement, paragraph 5(c).

Period of Performance: 1 May 2014 through 30 September 2014.

Project No.: 401961  
 FOB: Destination  
 MILSTRIP: W68SBV405232240002  
 PURCHASE REQUEST NUMBER: W68SBV40523224

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NET AMT \$196.32

ACRN AA \$196.32  
 CIN: W68SBV405232240002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		6	Each	\$49.08	\$294.48 NTE

Orientation Meeting  
FFP

One-hour law enforcement orientation meeting. Please note that the Unit of Issue is Each. One Hour = One Each. Per Performance Work Statement.

Period of Performance: 1 May 2014 through 30 September 2014.

Project No: 401961  
 FOB: Destination  
 MILSTRIP: W68SBV405232240003  
 PURCHASE REQUEST NUMBER: W68SBV40523224

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NET AMT \$294.48

ACRN AA \$294.48  
 CIN: W68SBV405232240003

**RESOLUTION NO. 2014-04**

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING  
A CAFETERIA PLAN UNDER SECTION 125 OF THE INTERNAL REVENUE CODE  
TO PROVIDE PRE-TAX BENEFITS FOR MEDICAL INSURANCE FOR ELIGIBLE  
EMPLOYEES**

**WHEREAS**, the City has determined that it would be beneficial to the City and to employees to establish a Cafeteria Plan under Section 125 of the Internal Revenue Code to provide pre-tax benefits to employees who are eligible to participate; and

**WHEREAS**, the City and the participating employees can realize tax savings through this program; and

**WHEREAS**, employees have the option to participate or opt out; and

**WHEREAS**, the agreement requires signature by authorized city officials; and

**WHEREAS**, it is necessary for the city council to authorize all benefit changes,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Clarkston, Washington, as follows:

The attached document establishing a Cafeteria Plan under Section 125 of the Internal Revenue Code is adopted and will be effective for medical insurance premiums beginning May 1, 2014.

DATED this 14th day of April, 2014.

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Kathleen A. Warren, Mayor

ATTEST:

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Vickie Storey, City Clerk

H:\Vickie\DOCUMENTS\RESOLUTI\2014-04, Establish Cafeteria Plan.doc

**CITY OF CLARKSTON, WA**

**CAFETERIA PLAN**

**EFFECTIVE: May 1, 2014**

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## PREAMBLE

THIS CAFETERIA PLAN ("Plan") was adopted effective May 1, 2014, by **The City of Clarkston** ("Employer");

WHEREAS, the Employer established and sponsors the Plan under Section 125 of the Internal Revenue Code ("Code") as a vehicle to provide pre-tax benefits under certain welfare and fringe programs to its employees who are eligible to participate in the Plan; and

WHEREAS, the Plan is intended to qualify as a "cafeteria plan" under Code Section 125 and the Treasury regulations for cafeteria plans and is to be interpreted to accomplish those objectives; and

WHEREAS, the Employer wishes to adopt the Plan;

NOW, THEREFORE, the Employer adopt the Plan effective May 1, 2014:

## ARTICLE I DEFINITIONS

The following terms when used herein shall have the following meanings, unless a different meaning is plainly required by the context. Capitalized terms are used throughout the text of the Plan and each Component Plan for terms defined by this and other sections.

### 1.1 **Annual Open Enrollment Period**

"Annual Open Enrollment Period" means a period of time prior to the commencement of the Plan Year during which a Participant may elect coverage under the Plan or a Participant may change his or her elections under the Plan for the following Plan Year. The Annual Open Enrollment Period will be designated by the Employer.

### 1.2 **AWC Trust**

"AWC Trust" means the Association of Washington Cities Employee Benefit Trust.

### 1.3 **AWC Trust Health Plan**

"AWC Trust Health Plan" means each of the following the AWC Trust-sponsored plans that provide health benefits:

- Regence Blue Shield/Asuris Northwest Health, including LEOFF 1 Plan A, HealthFirst Plan, HealthFirst 250, HealthFirst 500, and High Deductible Health Plan (HSA-qualified)
- Group Health Cooperative, including Copay Plan 2, CoPay Plan 3 and High Deductible Health Plan (HSA-qualified)

### 1.4 **Benefit Package Option**

"Benefit Package Option" means a qualified benefit under Code Section 125(f) that is offered under a cafeteria plan, or an option for coverage under an accident or health plan (such as PPO option under an accident or health plan).

### 1.5 **Cause**

"Cause" means fraud or material misrepresentation on the Plan by a Participant, or by a member of a Participant's family, or by another person acting for or on behalf of a Participant. This may include, but is not limited to, an act or omission committed by a person who, knowingly and with intent to defraud, commits one or more of the following:

- (a) presenting, causing to be presented, or preparing with knowledge or belief that it will be presented to the Plan, false information as part of, in support of, or concerning a fact material relating to one or more of the following:
  - (i) A form or application to enroll in the Plan;
  - (ii) A claim for payment or benefit pursuant to the Plan;
  - (iii) Premiums or contributions paid for benefits or coverage under the Plan;

- (iv) Payments made in accordance with the terms of the Plan; or
- (v) The reinstatement of coverage under the Plan.
- (b) Concealing any material information from the Plan;
- (c) Willful embezzlement, abstracting, purloining, or conversion of moneys, funds, premiums, credits, or other property of the Plan; or
- (d) Attempting to commit or aiding or abetting in the commission of the acts or omissions specified herein.

**1.6 Change in Status Event**

“Change in Status Event” means any of the events described below:

- (a) **Marital Status**  
Events that change an Employee’s marital status relating to a Dependent Spouse, including marriage to a Dependent Spouse, death of a Dependent Spouse, divorce or legal separation from a Dependent Spouse, or annulment.
- (b) **Number of Dependents**  
Events that change an Employee’s number of Dependents, including birth, adoption, placement for adoption (as defined in regulations under Code Section 9801), a new Dependent Domestic Partner, termination of a Dependent Domestic Partnership, or death of a Dependent.
- (c) **Employment Status**  
Any of the following events that change the employment status of the Employee or the Employee’s Dependents: termination or commencement of employment; decrease in hours worked resulting in the Employee or Dependent becoming ineligible for Benefits; a strike or lockout; commencement of an unpaid leave of absence or return from an unpaid leave of absence; or change in work site.  
In addition, if the eligibility conditions of the Plan or other employee benefit plan sponsored by the Employer, or by the employer of the Employee’s Dependent depend upon the employment status of that individual and there is a change in that individual’s employment status with the consequence that the individual becomes (or ceases to be) eligible under such plan, then that change constitutes a change in employment under this paragraph (c).
- (d) **Dependent Eligibility Requirements**  
An event that causes an Employee’s covered Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of a specified age, marriage, student status, or other similar circumstance.
- (e) **Residence**  
A change in the place of residence of the Employee or Dependent that affects the Employee’s eligibility for coverage under a Benefit Package Option.

**1.7 COBRA**

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended, and including all applicable COBRA regulations.

**1.8 COBRA Continuation Coverage**

“COBRA Continuation Coverage” means continued health coverage which is available in certain situations where coverage would otherwise cease, in accordance with COBRA.

**1.9 Code**

“Code” means the Internal Revenue Code of 1986 as amended, and including all applicable Code regulations.

**1.10 Compensation**

“Compensation” for any tax year means taxable pay reportable on IRS Form W-2 under Code Sections 6051(a)(3) and 3401(a) by the Employer, disregarding limitations based on the nature or location of employment or the services performed, plus:

- (a) The Participant’s elective deferrals under Code Section 402(g)(3), plus

- (b) Amounts contributed at the election of the Participant that are excludable from gross income pursuant to Code Section 125, plus
- (c) Amounts contributed at the election of the Participant that are excludable from gross income pursuant to Code Section 132(f)(4).

**1.11 Coverage Expenses**

“Coverage Expenses” means the contributions (as established by the AWC Trust) required for the Premium Payment Benefits elected by a Participant under this Plan.

**1.12 Coverage Period**

“Coverage Period” means all or part of a Plan Year during which a Participant and his or her Dependent(s) are covered under the Plan pursuant to Section 2.5.

**1.13 Dependent**

“Dependent” means Dependent Spouse, Dependent Child, or Dependent Domestic Partner.

**1.14 Dependent Child**

“Dependent Child” means:

- (a) An employee’s natural, foster, adopted or step child who has not attained age 27 as of the end of the taxable year;
- (b) Any individual who is a tax dependent of the Participant as defined in Code Section 152 (determined without regard to Code Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B)); or
- (c) A child for whom the Participant is required by a judgment, decree or order issued by a court or through an administrative process established under state law to provide medical coverage, shall be a Dependent Child for purposes of the AWC Trust Health Plan funded through the Plan.

For purposes of AWC Trust Health Plan Coverage funded through the Plan, any child to whom Code Section 152(e) applies is treated as a dependent of both parents.

Notwithstanding the above, for purposes of the HSA, “Dependent Child” only means any individual who is a tax dependent of the Participant as defined in Code Section 152 (determined without regard to Code Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B)).

**1.15 Dependent Domestic Partner**

“Dependent Domestic Partner” means a domestic partner or a same-sex spouse of a Participant who is a tax dependent of the Participant as defined in Code Section 152 (determined without regard to Code Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B)).

**1.16 Dependent Spouse**

“Dependent Spouse” means an individual who is legally married to a Participant and who is the opposite sex of the Participant.

**1.17 “Domestic Partner”**

“Domestic Partner” means a domestic partner (as defined by any AWC Trust Health Plan) or same-sex spouse of a Participant.

**1.18 Earned Income**

“Earned Income” means all income derived from wages, salaries, tips, self-employment, and other Compensation, but only if such amounts are includable in gross income for the taxable year. Earned Income does not include:

- (a) any amounts received pursuant to any dependent care assistance plan established under Code Section 129; or
- (b) any other amounts excluded from earned income under Code Section 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers’ compensation.

1.19 **Election Form**

“Election Form” means the written form or on-line or telephonic enrollment system provided by the Employer for the purpose of allowing a Participant to make AWC Trust Health Plan elections under the Plan. The Election Form includes Participant authorization for reductions in Compensation.

1.20 **Eligible Employee**

“Eligible Employee” means an Employee of an Employer who is eligible for AWC Trust Health Plan coverage.

“Eligible Employee” does not include temporary Employees, leased employees treated as employees solely because of Code Section 414(n), non-resident aliens with no U.S. source income. It also does not include individuals determined by the Employer (in its sole discretion) to be contract Employees, independent contractors, casual Employees or any other non-regular employee.

The Employer’s classification of a person as an Eligible Employee, or as ineligible, shall be conclusive for the purposes of this Plan. No reclassification of a person’s status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency, or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being classified as an Eligible Employee under this Plan, either retroactively or prospectively. Any uncertainty concerning a person’s classification shall be resolved by determining that the person is not an Eligible Employee.

1.21 **Employee**

“Employee” means any person who is employed by an Employer as a common law employee.

1.22 **Employer**

“Employer” means the City of Clarkston.

1.23 **FMLA**

“FMLA” means the Family and Medical Leave Act of 1993, as amended, and including all applicable FMLA regulations.

1.24 **Full Contribution Rule**

“Full Contribution Rule” means a Participant who is an HSA-Eligible Individual on December 1 of any Plan year shall be treated:

- (a) As having been an HSA-Eligible Individual during each of the months in the calendar year; and
- (b) As having been enrolled, during each of the months such Participant is treated as an HSA-Eligible Individual solely by reason of (a) above, in the High Deductible Health Plan for the last month of the Plan Year.

1.25 **Health Savings Account or “HSA”**

“Health Savings Account” or “HSA” means an individual trust or custodial account separately established by a Participant with a qualified trustee or custodian for the purpose of paying Qualifying Medical Care Expenses.

1.26 **High Deductible Health Plan**

“High Deductible Health Plan” means the high deductible health plan option offered by the Company that is intended to qualify as a high deductible health plan under Code Section 223(c)(2).

1.27 **Highly Compensated Participant**

“Highly Compensated Participant” means a person who is considered highly compensated within the meaning of Code Section 125.

1.28 **HSA Benefits**

“HSA Benefits” means that a Participant has elected to pay through Salary Reduction his or her HSA Contributions, which are then forwarded by the Employer to the HSA.

1.29 **HSA Contributions**

“HSA Contributions” means the contribution amount elected by the Participant which is equal to a Participant’s HSA Benefit. In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant’s High Deductible Health Plan coverage option (single or family) for the calendar year in which the contribution is made (\$3,250 for single coverage or \$6,450 for family coverage for 2013, increased thereafter based on cost-of-living adjustments determined under Section 1(f)(3) of the Code).

An additional catch-up contribution of \$1,000 may be made by Participants who have attained age fifty-five (55) and older.

The maximum HSA contribution shall be:

- (a) Reduced by any Employer contribution made on a Participant’s behalf; and
- (b) Unless the Full Contribution Rule applies, prorated for the number of months in which a Participant is an HSA-Eligible Individual.

1.30 **HSA-Eligible Individual**

“HSA-Eligible Individual” means an Eligible Employee who elects the High Deductible Health Plan.

1.31 **Initial Enrollment Period**

“Initial Enrollment Period” means the date from the day an Employee becomes an Eligible Employee and until the date 30 days after such date.

1.32 **Key Employee**

“Key Employee” means a Participant who is a key employee within the meaning of Code Section 416(j).

1.33 **Loss of Coverage**

“Loss of Coverage” means a complete loss of coverage including the elimination of a Benefit Package Option, or a Participant or his or her Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation. In addition, the Employer in its sole discretion, on a uniform and consistent basis, may treat the following as a loss of coverage:

- (a) A substantial decrease in the medical care providers available under a Benefit Package Option;
- (b) A reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Dependents are currently in a course of treatment; or
- (c) Any other similar fundamental loss of coverage.

1.34 **Participant**

“Participant” means any Eligible Employee who is participating in the Plan in accordance with the provisions of Article II.

1.35 **Plan**

“Plan” means this City of Clarkston Cafeteria Plan.

1.36 **Plan Year**

“Plan Year” means the twelve-month period commencing each January 1 and ending the following December 31.

1.37 **Premium Payment Benefits**

“Premium Payment Benefits” means the benefits described in Section 4.1.

**1.38 Premium Payment Program**

“Premium Payment Program” means the Program set forth in Article IV, the sole benefit of which is to pay the premiums for the AWC Trust Health Plan on a pre-tax basis.

**1.39 Qualifying Medical Care Expenses**

“Qualifying Medical Care Expenses” means expenses incurred by the Participant or his or her Dependents for medical care, as defined in Code Section 213(d). This term shall not include expenses that are excluded under Appendix I to this Plan, nor any expenses for which the Participant or other person incurring the expense is paid by another source.

**1.40 Significant Curtailment or Significantly Curtailed**

“Significant Curtailment” or “Significantly Curtailed” means an overall reduction in benefits under a Benefit Package Option or a Dependent’s coverage under his or her employer’s plan. The Plan Administrator in its sole discretion, on a uniform and consistent basis, shall determine, in accordance with applicable law, whether a reduction in coverage is a “significant curtailment.”

**1.41 Similar Coverage**

“Similar Coverage” means coverage for the same category of benefits for the same individuals (e.g., family to family, single to single). For purposes of this definition, a health care flexible spending account under Code Section 125 does not provide “similar coverage” to an accident or health plan that is not a health care flexible spending account under Code Section 125. An accident or health plan that is not a health care flexible spending account under Code Section 125 does provide “similar coverage” to HMO, PPO and indemnity coverage.

**1.42 Special Enrollment Period**

“Special Enrollment Period” means the period when a Participant may change coverage elected under the Plan due to an event described in Section 2.7. The Special Enrollment Period begins on the date of the event described in Section 2.7 and ends thirty (30) consecutive days following the date of the event.

**ARTICLE II  
ELIGIBILITY AND PARTICIPATION**

**2.1 Effective Date of Eligibility**

An Employee automatically becomes an Eligible Participant in the Plan on the date he or she becomes an Eligible Employee.

**2.2 Election Procedure**

A Participant makes elections under the Plan as follows:

- (a) Elections shall be made on an Election Form and shall be effective only if returned by the end of the applicable election period described in Section 2.3.
- (b) If a Participant fails to complete and submit an Election Form during an Annual Enrollment Period, he or she shall be deemed to have elected to continue his or her previously elected Premium Payment Benefits.

**2.3 Election Period**

The Plan’s election periods are as follows:

- (a) For Participants who first become eligible for the Plan, elections shall be made during the Initial Enrollment Period.
- (b) For Participants who will remain eligible for the Plan on any January 1, elections shall be made during the Annual Open Enrollment Period immediately preceding January 1.
- (c) For Participants who are permitted to change elections under Section 2.7, elections shall be made during the Special Enrollment Period relating to the permitted change.

**2.4 Effective Date of Benefit Elections**

Plan elections are effective on one of the following dates:

- (a) For Participants who make elections during an Initial Enrollment Period under Section 2.3(a), such elections are effective on the first day of the month following the Participant's date of hire.
- (b) For Participants who make elections during an Annual Open Enrollment Period under Section 2.3(b), such elections are effective on the first day of the next Plan Year (January 1).
- (c) For Participants who make elections during a Special Enrollment Period pursuant to Section 2.3(c), such elections are effective on the first day of the month following the date the Election Form is completed and submitted to the Plan, except as provided in Section 2.7(c)(ii) for HIPAA special enrollment rights arising from birth, adoption, or placement for adoption, which are effective as of the date of the birth, adoption, or placement for adoption.

## 2.5 Coverage Period

The Coverage Period shall be as follows:

- (a) For elections made during an Initial Enrollment Period under Section 2.3(a), the Coverage Period is the Eligible Employee's effective date of participation under Section 2.4(a) through the last day of the Plan Year (December 31).
- (b) For elections made during the Annual Open Enrollment Period, the Coverage Period is the Plan Year that commences immediately following the Annual Open Enrollment Period (January 1 – December 31).
- (c) For elections made pursuant to Section 2.3(c) due to an event described in Section 2.7 (Permitted Changes During the Coverage Period), the Coverage Period is the effective date of the election described in Section 2.4(c) through the last day of the Plan Year (December 31).

## 2.6 Irrevocability of Election During the Coverage Period

A Participant's election under the Plan is irrevocable for the duration of the Coverage Period to which it relates, unless an exception in Section 2.7 applies. If an exception in Section 2.7 applies, a Participant may revoke an election for the balance of the Coverage Period and file a new election only if the revocation of the original election and the new election meet the consistency and other requirements described in Section 2.7.

## 2.7 Permitted Changes During the Coverage Period

A Participant may change an election as described below upon the occurrence of an event described below, if the elections are made in accordance with the election procedures set forth in Section 2.2.

### (a) Change in Status Events

This provision applies to Premium Payment Benefits.

#### (i) General Consistency Requirement

A Participant may change his or her election or deemed election under the Plan upon the occurrence of a Change in Status Event, provided:

- (A) Such Change in Status affects eligibility for coverage under a plan of the Employer or a plan of the Dependent's employer (referred to as the "general consistency requirement"); and
- (B) The election change is made on account of and corresponds with such Change in Status.

The Employer, in its sole discretion and on a uniform and consistent basis, shall determine, based on applicable law, whether a requested change meets these requirements.

#### (ii) Specific Consistency Requirements

If the Change in Status is the Participant's divorce, annulment or legal separation from his or her Dependent Spouse, termination of a Domestic Partnership, the death of a Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant may revoke or cancel coverage under the Premium Payment Program relating to the coverage under to a AWC Trust Health Plan only for:

- (A) The Dependent Spouse or Domestic Partner involved in the divorce, annulment or legal separation, or termination;
- (B) The deceased Dependent; or
- (C) The Dependent that ceased to satisfy the eligibility requirements.

Notwithstanding the foregoing, if the Participant or his or her Dependent becomes eligible for COBRA Continuation Coverage, and the Participant remains a Participant under the Plan, the Participant may increase his or her election to pay for such COBRA Continuation Coverage.

For a Change in Status in which a Participant or his or her Dependent gains eligibility for coverage under a cafeteria plan or other benefit plan of the employer of the Participant's Dependent as a result of a change in legal marital status (as recognized by federal law) or employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Dependent's employer's plan.

(b) **FMLA and Non-FMLA Leaves of Absence**

This provision applies to Premium Payment Benefits.

A Participant may change his or her election under the Plan upon a paid or unpaid leave of absence in accordance with Section 2.9.

(c) **HIPAA Special Enrollment Rights**

This provision applies to Premium Payment Benefits.

A Participant may revoke a prior election for the Premium Payment Program and make a new election, provided that the election change corresponds with the HIPAA special enrollment event as described below. A HIPAA special enrollment event will arise if the conditions in (i), (ii) or (iii) below occur.

(i) **Loss of Coverage**

A Participant or his or her Dependent declined to enroll in a AWC Trust Health Plan because he or she has other coverage, and eligibility for such other coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, or the other coverage was non-COBRA coverage and employer contributions for such coverage were terminated.

(ii) **Acquisition of New Dependents**

A new Dependent is acquired as a result of marriage, domestic partnership, birth, adoption, or placement for adoption. An election to add previously eligible Dependent as a result of the acquisition of a new Dependent shall be considered consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to birth, adoption, or placement for adoption of a new Dependent Child will be effective retroactively to the date of birth, adoption or placement for adoption.

(iii) **Medicaid and CHIP**

- (A) The Participant's or his or her Dependent's coverage under a Medicaid plan or under a state children's health insurance program is terminated as a result of loss of eligibility for such coverage and the Participant requests Health Coverage not later than sixty (60) days after the termination of such coverage; or
- (B) The Participant or his or her Dependent(s) becomes eligible for a state premium assistance subsidy from a Medicaid plan or through the state children's health insurance program with respect to Health Coverage and the Participant requests Health Coverage not later than sixty (60) days after the Participant or his or her Dependent is determined to be eligible for such assistance.

(d) **Judgments, Decrees and Orders**

This provision applies to Premium Payment Benefits.

If a judgment, decree, or order (an "Order") resulting from a divorce, legal separation, annulment or change in legal custody requires accident or health coverage for a Participant's Dependent Child (including a foster child who is a Dependent Child of the Participant), a Participant may:

- (i) change his or her election to provide health coverage for the Dependent Child, provided that the Order requires the Participant to provide accident or health coverage; or
- (ii) change his or her election to revoke health coverage for the Dependent Child if the Order requires that another individual provide coverage under that individual's plan.

(e) **Medicare and Medicaid**

This provision applies to Premium Payment Benefits.

A Participant or his or her Dependent who receives health coverage funded under this Plan and who becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines) may prospectively reduce or cancel the health coverage of the individual becoming entitled to Medicare or Medicaid.

Alternatively, if a Participant or his or her Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the health coverage for such individual.

(f) **Change in Cost**

This provision applies to Premium Payment Benefits.

(i) **Automatic Cost Changes**

If the Coverage Expense of a Component Plan increases or decreases insignificantly during a Coverage Period, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase or decrease in the affected Participant's elective contributions. The Employer, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all of the surrounding facts and circumstances, including but not limited to, the dollar amount or percentage of the cost change.

(ii) **Significant Cost Increases**

If the Employer determines that the cost of the Coverage Expense for any AWC Trust Health Plan significantly increases during a Coverage Period, the Participant may:

- (A) make a corresponding increase in his or her elective contributions (by increasing reductions in Compensation);
- (B) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis, coverage under another Component Plan offered by the AWC Trust that provides Similar Coverage; or
- (C) drop coverage prospectively if there is no other AWC Trust Health Plan Option available that provides Similar Coverage.

The Employer, in its sole discretion and on a uniform and consistent basis, will determine whether a cost increase is significant in accordance with applicable law.

(iii) **Significant Cost Decreases**

If the Employer determines that the Coverage Expense of any Component Plan significantly decreases during a Coverage Period, the Participant may change his or her election on a prospective basis to elect the AWC Trust Health Plan that has decreased in cost.

The Employer, in its sole discretion and on a uniform and consistent basis, will determine whether a cost decrease is significant in accordance with applicable law.

(g) **Change in Coverage**

This provision applies to Premium Payment Benefits.

(i) **Significant Curtailment**

If coverage is Significantly Curtailed, a Participant may change elections to another AWC Trust Health Plan option that provides Similar Coverage. In addition, as set forth in subsection (B) below, if the coverage curtailment results in a Loss of Coverage, a Participant may drop coverage if no Similar Coverage is offered by the AWC Trust.

(A) If the Employer determines that a Participant's coverage under a AWC Trust Health Plan option (or the Participant's Dependent's coverage under his or her employer's plan) is Significantly Curtailed without a Loss of Coverage during a Coverage Period, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another AWC Trust Health Plan option that provides Similar Coverage.

(B) If the Employer determines that a Participant's benefit (such as the Participant's Dependent coverage under his or her employer's plan) is Significantly Curtailed, and such curtailment results in a Loss of Coverage during a Coverage Period, the Participant may revoke his or her election for the affected coverage, and may either prospectively elect coverage under another Component Plan that provides Similar Coverage, or drop coverage if no Component Plan providing similar coverage is offered by the Employer.

(ii) **Addition or Significant Improvement of a Component Plan**

If during a Coverage Period, the Plan adds a new component plan, the Employer may permit a Participant to change their election on a prospective basis to elect the newly-added or significantly improved component plan.

The Employer in its sole discretion and on a uniform and consistent basis, will decide whether there has been the addition of, or a significant improvement in, a plan in accordance with applicable law.

(iii) **Loss of Coverage Under Other Group Health Coverage**

A Participant may prospectively change his or her election to add health coverage for the Participant or his or her Dependents, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including, but not limited to, the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Component Plan.

(iv) **Change in Coverage Under Another Employer Plan**

A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the AWC Trust or a plan of the Dependent), as long as:

(A) the other employer plan permits its participants to make an election change that would be permitted under applicable law; or

(B) the Plan permits Participants to make an election for a Coverage Period that is different from the coverage period under the other employer plan.

The Employer in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

(h) **Other Changes**

The Employer, in its sole discretion and on a uniform and consistent basis, may allow other changes in elections if the Employer determines that the change is authorized by the Code and corresponding regulations.

2.8 **Termination of Participation**

A Participant will cease to be a Participant in this Plan upon the earlier of:

- (a) Termination of the Plan;
- (b) The end of the payroll period in which the Participant ceases to be an Eligible Employee; or
- (c) The end of the payroll period in which the Participant's coverage under the Plan is terminated for Cause.

2.9 **Leaves of Absence**

(a) **Paid Leave**

In the event a Participant takes a paid leave of absence, including paid leave pursuant to the FMLA, but does not terminate employment, then participation in the Plan, including without limitation, contributions and benefits elected pursuant to Article III, shall continue during such leave of absence, unless the Participant elects to terminate participation in the Plans during the paid leave, in which case the Participant may change his or her election under the Plan to conform to the termination of participation.

(b) **Unpaid Leave**

Notwithstanding any provisions to the contrary in the Plan, if a Participant goes on an unpaid leave of absence, including a qualifying leave under the FMLA, then participation in the Plan shall continue during such leave of absence on the same terms and conditions as applicable to other Participants not on leave, except participation in the Plan shall cease as follows:

- (i) If the Participant elects to terminate participation in the Plan;
- (ii) If the Participant fails to pay the Coverage Expenses for the Plan, as set forth in the following subsection (c); or
- (iii) If the Participant is on a leave of absence under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), AWC Trust Health Plan coverage shall cease at the end of the continuation period required by USERRA.

In these cases, a Participant may change his or her election under the Plan to conform to the termination of participation.

(c) **Payment for Coverage Expenses During Unpaid Leave**

If the Participant elects to continue coverage while on unpaid leave, then the Participant may elect to pay his or her share of the cost of Coverage Expenses of in one of the following ways:

- (i) with after-tax dollars, by sending monthly payments within thirty (30) days of the date the payment is due; or
- (ii) on a pre-tax basis out of pre-leave Compensation by pre-paying all or a portion of the Participant's Coverage Expenses for the expected duration of the leave. To pre-pay the Participant's cost of coverage, he or she must make a special election to that effect prior to the date such Compensation would normally be made available.

If payment is not made within thirty (30) days of the date payment is due, the coverage under the Component Plan shall cease for the remainder of the leave.

(d) **Return to Work**

If participation ceased while the Participant was on an approved leave of absence, the Participant is entitled to re-enter the Plan on the same basis as elected prior to the leave, or, if eligible to do so, may make a new election under the change of election rules in Section 2.7.

**ARTICLE III  
BENEFITS, CONTRIBUTIONS AND FUNDING**

3.1 **Benefits**

Each Participant has two options under this Plan. First, a Participant may choose to receive full Compensation for any Plan Year. Second, a Participant may agree under this Plan to a reduction in

Compensation and to have the reduction in Compensation applied by the Employer toward the cost of the following benefits, subject to the election procedures in Section 2.2:

- (a) Premium Payment Benefits under the Premium Payment Plan;

### 3.2 **Compensation Reductions**

If Premium Payment Benefits are elected, the Participant must authorize the Employer to withhold from Compensation for the Plan Year the amount equal to the Participant's elected Premium Payment Benefits. The Compensation reductions shall be allocated ratably to each pay period of the Participant in the following amount: total reduction in Compensation for the Coverage Period divided by the number of pay periods in the Coverage Period. Such reduction in Compensation amount shall be deducted from the Participant's Compensation and applied to Premium Payment Benefits in the amounts elected.

A Participant's maximum reduction in Compensation amount for any Plan Year shall equal the maximum Premium Payment Benefits for the Participant.

The election to authorize reductions in Compensation shall be made on an Election Form submitted in accordance with Article II. These elections are subject to unilateral (without the consent of the Participant) adjustment by the Employer if the Employer determines before or during any Plan Year that any provision of the Plan or any benefit provided under the Plan violates any nondiscrimination requirement, or any limitations on benefits provided to Key Employees or Highly Compensated Participants under the Code, or violates any provisions of the Plan. In this instance, the Employer shall take such action as the Employer deems appropriate under rules uniformly applicable to similarly situated Participants to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by Highly Compensated Participants or Key Employees to reduce or eliminate benefits.

## **ARTICLE IV PREMIUM PAYMENT PLAN**

All Participants of the Plan are eligible to participate in the Premium Payment Plan.

### 4.1 **Benefits**

If a Participant elects under Article II to participate in the Premium Payment Plan, he or she is electing to pay his or her contributions or premiums for an AWC Trust Health Plan through reductions in Compensation.

### 4.2 **Coverage Not Provided under the Premium Payment Plan**

The Premium Payment Plan only provides for payment of the premiums for the AWC Trust Health Plans. Reimbursement of claims under these plans is not provided by the Premium Payment Plan.

### 4.3 **Termination of Participation**

A Participant will cease to be a Participant in the Premium Payment Plan upon the earlier of:

- (a) Termination of the Premium Payment Plan;
- (b) The end of the payroll period in which the Participant ceases to be an Eligible Employee;
- (c) The end of the payroll period in which the Participant ceases to participate in any of the AWC Trust Health Plans; or
- (d) The end of the payroll period in which the Participant's coverage under the Premium Payment Plan is terminated for Cause.

### 4.4 **COBRA**

Notwithstanding any provision to the contrary in the Plan, to the extent required by COBRA, a Participant and his or her Dependents, whose AWC Trust Health Plan coverage terminates because of a COBRA qualifying event, shall be given the opportunity to continue such coverage on a self-pay after-tax basis for the period prescribed by COBRA, subject to all conditions and limitations under COBRA.

**ARTICLE V  
CLAIMS AND APPEALS PROCEDURE**

**5.1 Premium Payment Plan Claims Procedures**

Claims for coverage which is funded in part through the Premium Payment Plan, shall be administered in accordance with the procedures set forth in the applicable AWC Trust Health Plan.

**5.2 Appeals Procedure**

If eligibility for participation in the Premium Payment Plan has been denied and the denial does not involve a dispute over the benefits provided under the terms of an AWC Trust Health Plan, a claimant shall have the right to request a review by the party listed on the notification of denial. The claimant must submit the appeal in writing no later than 180 days following the date the claimant received the notice of denial. If the denial is upheld on appeal, the Claimant will be notified of the decision in writing as soon as is reasonably possible.

**5.3 Participant Knowledge Imputed to Beneficiary**

Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the above-specified periods.

**ARTICLE VI  
PLAN ADMINISTRATION**

**6.1 Employer**

The Employer shall have sole authority and responsibility for the administration of the Plan, including the following:

- (a) The Employer, in its sole discretion, may construe and interpret the Plan and decide all questions of eligibility under the Plan. The Employer's construction, interpretation, determinations, and decisions shall be final and binding upon all persons.
- (b) The Employer may prescribe forms and procedures to be followed by Participants making elections or filing Election Forms.
- (c) The Employer may appoint or employ persons or agents it deems advisable, including legal counsel, actuaries, auditors, investment managers, bookkeepers, and record keepers to serve at the Employer's direction.
- (d) The Employer may prepare and distribute, in such manner as the Employer determines to be appropriate, information explaining the Plan.
- (e) The Employer may obtain from Employees, agents, and Participants such information as shall be necessary for the proper administration of the Plan.
- (f) The Employer may adopt such rules, regulations, and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. All rules and decisions of the Employer shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Employer shall be entitled to rely upon information furnished by the Employer, a Participant or other beneficiary, and the legal counsel of the Employer.
- (g) The Employer may receive, review, and keep records (as it deems convenient or proper) of reports of the receipts and disbursements of the Plan.
- (h) The Employer may correct any defects, supply any omissions, or reconcile any inconsistency in the Plan in such a manner and to such extent it deems necessary.
- (i) The Employer may keep all necessary records.
- (j) The Employer may require a Participant to complete and file such forms as are provided for herein and all other forms approved by the Employer and to furnish all pertinent information requested by the Employer. The Employer may rely upon all such information, including the Participant's current mailing address.

The Employer may complete and file all government filings which are required of the Plan and shall carry out any record keeping responsibilities imposed by applicable law.

**6.2 Reliance on Information**

The Employer shall be entitled to rely on reports made by recordkeepers and accountants employed by the Plan and upon all opinions given by the Employer. The Employer shall be fully protected in respect of any action taken or suffered by them in good faith in reliance upon any such recordkeeper, accountant or counsel, and all action so taken or suffered shall be conclusive upon all Participants, their Dependents and beneficiaries under the Plan.

**6.3 Forms**

All forms and other communications from any Participant or other person to the Plan required or permitted under the Plan shall be in the form prescribed from time to time by the Employer, shall be mailed first-class mail or delivered to (including delivery by facsimile transmissions, telex, email, or telegram) the location specified by Employer, and shall be deemed to have been given and delivered only upon actual receipt thereof. Each Participant shall file with a form such pertinent information as the Employer may specify.

**ARTICLE VII  
AMENDMENT AND TERMINATION**

**7.1 Amendment and Termination**

The Plan may at any time and from time to time be amended, modified, or terminated (in part or in whole) by written instrument which is duly adopted by the Employer or its delegate.

**ARTICLE VIII  
GENERAL PROVISIONS**

**8.1 No Employment Rights**

Neither the action of the Employer in establishing the Plan, nor any provision of the Plan or any amendment hereto, nor any action taken by the Employer shall be construed as giving any Employee the right to continued employment.

**8.2 Non-Assignment**

Except as otherwise provided by law, the benefits provided hereunder shall not be subject to assignment, anticipation, alienation, attachment, levy, or transfer and any attempt to do so shall not be recognized.

**8.3 Information to be Furnished**

Participants shall provide the Employer with such information and evidence and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

**8.4 No Guaranty of Tax Consequences**

Neither the AWC Trust nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal income tax purposes, or that any other federal tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment is excludable from the Participant's gross income for federal income and employment tax purposes and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. The Plan does not prohibit the payment of taxable benefits, and neither the Employer nor the AWC Trust (or any member thereof) shall in any way be liable for any taxes or other liability incurred by a Participant or anyone claiming a benefit through a Participant.

This Plan is adopted effective May 1, 2014.

**CITY OF CLARKSTON**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Kathleen A. Warren, Mayor