

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JUNE 25, 2012**

1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:
June 11, 2012 Regular Meeting**

5. **COMMUNICATIONS:**
 - A. **From the Public (Please limit comments to 3 minutes)**
 - B. **From the Mayor**
 - C. **From Staff or Employees**

6. **COMMITTEE REPORTS:**
 - A. **Finance – Audit Report on Current Bills**
 - B. **Public Safety – 6/19**
 - C. **Public Works – 6/20**
 - D. **Administrative/Intergovernmental – 6/25**
 - E. **Community Development – 6/19**

7. **UNFINISHED BUSINESS:**
 - A. **Ordinance No. 1504, Annex Tri State Property – 2nd Reading for Action**

8. **NEW BUSINESS:**
 - A. **Certificate of Recognition for Eagle Scout (CD)**
 - B. **Lancer Casino Request for 6% Gambling Tax Cap (CD)**
 - C. **Resolution No. 2012-05, Surplus Bicycles (PS)**
 - D. **School Resource Officer Agreement, Clarkston School District (PS)**
 - E. **Bids for Fire Hydrants (PS)**
 - F. **Approval for Assistance for Firefighters Grant Application (PS)**
 - G. **Proposal to Purchase Used Ambulance (PS)**
 - H. **Addendum #3, Keller Associates Engineering Services (PW)**

9. **COUNCIL COMMENTS**
10. **MEDIA QUESTIONS**
11. **EXECUTIVE SESSION - Litigation**

12. **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.

Individuals with disabilities may request reasonable accommodations by calling (509) 769-0131 at least three days prior to meeting.

CLARKSTONCITY COUNCIL MINUTES
June 11, 2012

CALL TO ORDER: Mayor Pro Tem Beadles, 7:00 P.M.

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"/> Smith	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

<input checked="" type="checkbox"/> Chief Hastings	<input checked="" type="checkbox"/> Chief Cooper
<input checked="" type="checkbox"/> PWD Martin	<input checked="" type="checkbox"/> Clerk Storey
<input checked="" type="checkbox"/> City Attorney Grow	

AGENDA CHANGES:

Mayor Pro Tem Beadles added an executive session to the agenda.

APPROVAL OF MINUTES: MOTION BY NASH/BLACKMON to approve the minutes of the May 29, 2012 Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public

B. From the Mayor

Mayor Pro Tem Beadles stated that the council received a request from the Asotin County Commissioners for a public forum meeting. Councilmember Provost said this sounds like the same proposal made a couple of months ago. He said he doesn't have a problem with meeting with the commissioners, but said the city was never a partner in the Aquatic Center and it is the county commissioners who need to find a solution to the funding problems. He doesn't feel that a forum is the proper format for discussion. He agrees that at some point the council and commission need to get together and talk. City Attorney Grow cautioned about open meetings. Provost said he envisioned an open meeting with all at the table. Public would be invited to attend, but not to have input. Nash and Baumberger agreed that a single topic meeting is not what they would want to see happen. Smith said there are a lot of topics to discuss, but not in a forum. Council consensus is that a meeting would be beneficial. The topic was referred to the Admin Committee. Provost encouraged the city to give a written response to the commissioners when they have decided how they would like to meet.

C. From Staff

Chief Cooper reminded council that the 4th of July is right around the corner. He encouraged residents to attend the community fireworks show rather than fire off individual fireworks. He commented that it is safer and a great community event. PWD Martin added that those who do shoot off their own fireworks should take responsibility for cleaning up their own debris.

COMMITTEE REPORTS:

Finance Committee:

Councilmember Provost reported all bills have been audited and approved. MOTION BY PROVOST/NASH to authorize payment of the bills, total expenditures for June 11, 2012 of \$768,751.06. Motion carried.

Public Safety: No meeting.

Public Works Committee:

Councilmember Nash reported that all items covered are on the agenda.

Admin Committee:

Councilmember Manchester said committee met on June 11 and discussed the letter from the county commissioners.

Committee also spoke with PWD Martin and Clerk Storey regarding the financing for the WWTP upgrade project. Staff has found it difficult to determine how much funding might be needed to complete the project until new bids are received. We could again find ourselves with not enough money, or with more than needed which would have to be passed on to ratepayers. Martin also reported that the low bidder, who was determined to be non-responsive, will be allowed to bid on the project next time, but the bidder who withdrew because of an error in their bid will not be able to participate. Councilmember Provost said he thinks it would be difficult to finance without knowing the cost of the project.

Nash brought the topic up for discussion. MOTION BY NASH/PROVOST to rebid the project and award the project and secure the additional financing if needed after bid award. Motion carried, 4-3; Beadles, Provost, Nash and Manchester for; Baumberger, Smith, Blackmon opposed.

Community Development: No meeting.

PUBLIC HEARING:

Public Hearing on Six-Year Transportation Improvement Plan, 2012-2017

MPT Beadles opened the public hearing at 7:22 p.m.

PWD Martin said there are two potential projects that would have to be on the Six-Year Transportation plan in order to qualify for funding. Sidewalks around Grantham School and some partnering on improvements to Bridge Street are additions to the plan. The rest of the plan is unchanged from prior years.

There being no public comment, the hearing was closed at 7:25 p.m.

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Ordinance No. 1504, Annex Tri State Hospital Property – 1st Reading
Ordinance No. 1504 was read by title.

B. Proclamation – Amateur Radio Awareness Day

The proclamation was read by Councilmember Blackmon. MOTION BY PROVOST/SMITH authorizing the mayor to sign the proclamation.

C. Resolution No. 2012-04, Six-Year Transportation Improvement Plan, 2012-2017

Resolution No. 2012-04 was read by title. MOTION BY NASH/SMITH to approve Resolution No. 2012-04. Motion carried.

COUNCIL COMMENTS:

Councilmember Nash said that the cost of stormwater seems to be a drain on the city budget. He doesn't want to increase rates to the residents, but would like to encourage the Interlocal to reduce the fees. If not, it might be worth looking at withdrawing from the Interlocal.

MEDIA QUESTIONS:

Veronica Miracle, KLEWTV, asked what other topics would be discussed with the county commissioners. Councilmember Nash said mutual aid is one topic and MPT Beadles said other consolidation of services could be discussed.

EXECUTIVE SESSION: Litigation

Council went into executive session at 7:33 p.m. to discuss potential litigation. Session is anticipated to last about ten minutes with no decisions to follow.

Council returned to open session at 7:42 p.m. No action was taken as a result of the session.

ADJOURNMENT:

Meeting adjourned at 7:42 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures 6/11/12	CK #58081-51165	\$508,061.72
Total Payroll, 5/31/12	CK #57019-51080	\$260,689.34

DRAFT

Public Safety Committee

June 19, 2012

Present: Chief Hastings, Chief Cooper, Bill Provost, Larry Baumberger, Terry Beadles

Chief Hastings presented the SRO agreement with Clarkston School District. This is similar to previous years. This will be presented to the Council for action.

There are several abandoned bicycles that have accumulated. Chief Hastings requests authorization for donation of bicycles to the Valley Boys and Girls Club and/or the Clarkston Fire Department.

Chief Cooper is working on the protocol for addressing problem patients on ambulance runs.

Work has started on the 2013 EMS budget.

The bid through PUD for additional 11 fire hydrants has been received. The bid for the fire hydrants is \$46,000.00. This includes all installation charges. We request Council action on the fire hydrant contract.

Chief Cooper would like to purchase a used ambulance that is going for sealed bid in the Seattle area. Perhaps \$7,500.00 will purchase this vehicle. Council action is requested on this purchase.

Chief Cooper requests authorization to apply for the Assistance for Firefighter Grant. Council action is requested on this grant.

Community Development Committee

June 19, 2012

Present: John Smith, George Nash, Tina Davidson, Belinda Campbell, Terry Beadles

Request that the Mayor send a letter honoring David Seward for his obtaining the rank of Eagle Scout in Boy Scout Troop 264.

- Request that the Council approve a 6 % cap on City Gambling Tax. Since this is a tax on the gross revenue of the income of Lance Lanes and Casino it places a very large tax burden on the business. Mr. Mark Green would like to plan for the future with additional investments in his Clarkston business but, he cannot plan for the future with the unknown of additional tax percent. Therefore, he requests that we agree to a 6 % cap on City Gambling Tax. Our present level is at 6 %.

We discussed the progress of the remodel of the South Entry Park.

ORDINANCE NO. 1504

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, ANNEXING A PORTIONS OF LOT 5 & LOT 7, BLOCK "V" of VINELAND, TOTALING 1.63 ACRES AND DESIGNATING ZONING OF SAID PROPERTY

WHEREAS, a petition was brought before the Clarkston City Council by Tri State Memorial Hospital, the owner of the subject property;

WHEREAS, on May 14, 2012, a public hearing was held by the City Council for the purpose of holding public forum, and that as a result of said public hearing, the City Council directed staff to prepare an ordinance to authorize the annexation of said property;

NOW, THEREFORE, the City Council of the City of Clarkston, Washington, do ordain as follows:

Section 1.0

That the proposed annexation be and is hereby approved in accordance with Chapter 35A.14 of the Revised Code of Washington, and that the following legally described property is hereby annexed into the City limits of the City of Clarkston:

The S 265' of the N 924' of the E 165' of Lot 5, Block "V" of Vineland Assessor Tax Parcel No. 1-004-15-005-0006-0000.

The tract of land above described contains approximately 1.00 acres.

And

The N 304' of the E 90' of the West ½ of Lot 7, Block "V" of Vineland Assessor Tax Parcel No. 1-004-15-007-0002-0000

The tract of land above described contains approximately .63 acres.

Section 2.0

The above described section of property shall have a zoning designation of Medical Commercial (MC).

Section 3.0

Severability- If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

This ordinance shall take effect five days after its passage, approval and publication, as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON,
WASHINGTON, this 25th Day of June, 2012.

Kathleen A. Warren, Mayor

Attest:

Vickie Storey, City Clerk

Approved as to Form:

James Grow, City Attorney

620 18th Avenue
Clarkston, WA 99403
June 5, 2012

Mayor Kathleen Warren
829 5th Street
Clarkston, WA 99403-2696

Dear Mayor Warren,

Our son, David William Seward, has acquired the rank of Eagle Scout in Boy Scout Troop 264 of the Inland Northwest Council.

As you probably know, this is the highest award a scout can achieve. Few boys move up through the ranks of scouting, and only a handful achieves the rank of Eagle Scout.

It is with a great deal of pride that we ask you to award David official recognition by means of a certificate, letter, or whatever honor you deem appropriate, for his achievement. We will compile it with other acknowledgements and present them at David's Eagle Scout Court of Honor on June 28th, 2012 in Lewiston, Idaho.

For his Eagle Scout Service Project, David repainted the game room for a local church youth group. The project created a brighter, more cheerful room for the teens to socialize in and involved painting around artwork and lettering which had been drawn directly onto the walls.

Thank you for taking time from your busy schedule to help honor David's achievement.

Sincerely yours,


Barry and Bernice Seward



TERRY BEADLES <tbeadles@cableone.net>

Lancer Lanes and Casino Mark Greene

1 message

Mark and Patricia Greene <maloa@hotmail.com>
To: Terry Beadles City Council Clarkston <tbeadles@cableone.net>

Mon, Jun 4, 2012 at 6:03 PM

Terry,

When we spoke last about capping the 6% City Gambling Tax you suggested I wait and remind you in June. I thought I would do just that.

Again, our reasoning for capping the City Gambling Tax at 6% is so that we can operate our business without having yearly tax increases hanging over our heads. For us, it is hard to plan or schedule major remodels, parking lot improvements, casino surveillance upgrades, etc. with the Council's ability to increase our taxes with a simple vote to change the City ordinance. We feel, that the current 6% tax is something that we can survive with (although it does not come easy to pay each month) throughout the future years of our doing business in Clarkston. As you know, we are paying anywhere from \$5000-\$6,000 in taxes EACH AND EVERY MONTH to the City in the form of gambling tax. We feel that the current \$5,000-\$6,000 that we are paying over and above all the other businesses in Clarkston should be a good enough reason to cap the tax at 6% and let us operate and build our business in Clarkston without the ever looming tax increase question coming up every year in the Clarkston Council's efforts to balance the City budget. We feel we are doing more than our share as a business in town to help out in that regard.

We are a fine and upstanding business in Clarkston and do our part every year to improve and help the community in which we do business. We have sponsored the Banana Belt Bowling Tournament for each of the last 58 years that brings over 1,000 out of town bowlers to town each summer. This year we are currently sponsoring a team of Lancer employees to raise money in the Cancer Society's "Relay For Life" fund drive. We are sponsoring a free party for ALL PARTICIPANTS in the fund raising effort. Each of the last 3 summers we have sponsored a "KIDS BOWL FREE" program to allow the youth of the community to engage in a fun and engaging sport that keeps them active and gives them an activity to do that keeps them out of trouble. We are sponsoring a program at our local libraries that grants Free Bowling to any youngster that meets the plans objectives of reading certain numbers of books. These are just a few of the many things we do each year to try and help the community we do business in.

Please carry our message to the council and try to get an ordinance passed that caps the City Gambling Tax at 6% so that we have some certainty in knowing what our expenses will be each year and can plan our budget accordingly. Current conditions have us in a stalemate as to planning any extra expenditures to improve our business.

Thanks again Terry. We appreciate you and the time you have served on the Council. We know you and the council have always done what you can to make Clarkston a "business friendly" city. Please let me or Lance Rinard know if there is anything we can do to clarify our position on this issue for you.

Regards,

Mark Greene
509-662-4440

RESOLUTION NO. 2012-05

**A RESOLUTION DECLARING BICYCLES SURPLUS AND
AUTHORIZING DISPOSITION OF SAID PROPERTY.**

WHEREAS, RCW 63.32.50 provides for disposal of unclaimed bicycles by donation to charity; and

WHEREAS, the City of Clarkston is in possession of 48 miscellaneous bicycles and scooters per the attached list, which have been determined to be unclaimed after attempts to locate the rightful owners; and

WHEREAS, the City Council has deemed said property to be surplus and believes the best means of disposal is to donate the bicycles to a nonprofit organization for distribution to the needy, per RCW 63.32.050; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the aforementioned property to be surplus and authorizes the Chief of police to donate the listed bicycles to the Valley Boys and Girls Club for distribution to needy children.

DATED this 25th day of June, 2012.

Kathleen A. Warren, Mayor

Authenticated by:

Vickie Storey, City Clerk

06/13/12
09:43

Clarkston Police Department
LAW Incident Table:

Page: 448
1

Incident Number: 12P02894
Nature: Other Calls Case Number: Image:
Addr= 830 Fifth St Area: CPDA Clarkston Poli
City: CLARKSTON ST: WA Zip: 99403 Contact: LaWanna
Complainant& 236907
Lst: CLARKSTON POLICE DEPARTMENT Fst: Mid:
DOB: / / SSN: - - Adr= 830 Fifth St
Rac: Sx: Tel: (509)758-1680 Cty: CLARKSTON ST: WA Zip: 99403

Offense Codes: NC Reported: Observed:

Circumstances:

Rspndg Officers: LaWanna Finch

Rspnsbl Officer:

Received By: LaWanna Finch

How Received: P In Person

When Reported: 11:18:27 06/07/12

Occurrd between: 11:18:27 06/07/12

and: 11:18:27 06/07/12

Agency: CPD

CAD Call ID:

Last RadLog:

Clearance:

Disposition: ACT Disp Date: 06/07/12

Judicial Sts:

Misc Entry: Bike Donate

MO: Case File

Narrative: (See below)

Supplement: (See below)

=====

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	236907	06/07/12	CLARKSTON POLICE DEPARTMENT,	*Complainant

LAW Incident Offenses Detail:

Offense Codes

Seq	Code	Amount
1	NC Not Classified	0.00

LAW Incident Responders Detail

Responding Officers

Seq	Name	Unit
1	LaWanna Finch	C107

Incident M.O. Detail:

Modus Operandi

Seq	Factor	Method
1	Case File	Case File Made

Narrative:

BIKE DONATION AUTHORIZATION REQUEST:

I am the custodian of all properties, items of evidence and found items that come into the possession of the Clarkston Police Department. I have reviewed the following property and documents and hereby attest they are bicycles and/or scooters that have been unclaimed and/or their proper owners cannot be identified.

I hereby request authorization to dispose of the listed items in accordance with RCW 63.62.50 by donating items to the Valley Boys & Girls club and/or the Clarkston Fire Department.

TOTAL OF 48 BIKES *** See attached list:

This action is pending receipt of Resolution from the Clarkston City Council.

Requested by: _____
LaWanna Finch, Evidence Officer

Approved by _____
Joel Hastings, Chief of Police

Received by: _____

Witnessed
by: _____

Date: _____

Law Supplemental Narrative:

Seq Name Date Supplemental Narratives
 1 LaWanna Finch 11:31:22 06/07/12 Narrative

List of Bikes for donation:

Case#	Tag#	Description
08P05430	1417	PLE 2 SEAT JOGGER BABY STROLLER
09P01386	1427	BLU MONGOOSE BMX
09P02621	1436	BLK HUFFY PRO LASER
09P02635	1437	BLK/YEL HUFFY MOJAVE
10P06724	614	BLU UNK BRAND
11P00224	617	PNK/PLE NEXT POWERCLIMBER
11P01546	623	RED/BLK GIANT BMX
11P03579	633	GRN/WHI UNK BRAND
11P03626	636	RED ROADMASTER
11P03773	637	GRN/TAN MONGOOSE EXTREME AIR
11P03797	638	BLK/YEL HUFFY MOJAVE GULCH
11P04037	639	MOTIV MT BIKE BACK COUNTRY
11P04063	640	SIL/BLK SPECIALIZED HARDROCK
11P04733	643	RED MONGOOSE 21 SP MT BIKE
11P04761	635	RED SCHWINN SIERRA MT BIKE
11P05128	646	BLK/ONG HUFFY
11P05142	647	UNK BRAND/COLOR BIKE
11P05313	648	RED/YEL KAPLAN TRIKE
11P05380	649	BLU/WHI GIANT RINCON
11P05526	650	ONG/SIL MONGOOSE XR-75
11P05784	849	SIL/BLU ROADMASTER MT SPORT
11P05977	651	BLU/YEL
11P06470	847	BLK/GRY BIKE PARTS
11P06470	846	COM HARO BIKE PARTS
11P06470	845	RED HARO BIKE PARTS
11P06605	844	BLU MONGOOSE
11P06693	841	GLD PLAYBIKE88
11P06693	842	BLU/WHI ROADMASTER MT FURY
11P07022	840	SIL/PLE NEXT 21 SP
11P07091	652	RED/BLK MGX DX-R 21 SP
11P07203	653	SIL VERTICAL AM2 21 SP MT
12P00191	654	GRN 7UP MT
12P00192	838	RED NEXT WIPEOUT
12P00210	655	RED COLUMBIA CUMBERLAND
12P00244	837	TEA UNK BRAND BIKE
12P00411	835	YEL HUFFY DRASTIC
12P00528	833	MAR/SIL NEXT AMPLIFIER
12P00528	656	RED/YEL HUFFY MT BIKE
12P01073	659	PNK MONGOOSE LADY GOOSE
12P01074	660	GRN/SIL NEXT SURGE
12P01530	662	SIL/BLU MONGOOSE DXR 21 SP
"	663	BLU/SIL MONGOOSE DXR 21 SP
"	664	PLE/SIL NEXT POWER CLIMBER
12P01995	665	GLD/BLK AVIGO 2.0 NASTY
12P02000	666	PNK RALLYE GIRLS 16"
12P02014	832	BLU/RED HUFFY ROCKS
12P02325	667	WHI/LAV KENT SPOILER

12P02441

668

GRN HUFFY 10 SP

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on June 25, 2012, by and between **CLARKSTON SCHOOL DISTRICT NO. J250-185**, hereinafter referred to as the "School District" and **CLARKSTON POLICE DEPARTMENT**, hereinafter referred to as the "Police Department".

In consideration of the mutual promises and covenants herein contained, the School District and the Police Department hereby agree as follows:

ARTICLE I.

School Resource Office Program is hereby established in the Public School System of Clarkston, Washington, from August 1, 2012, to July 31, 2013.

ARTICLE II.

The Police Department shall provide a School Resource Officer, hereinafter referred to as the SRO, as follows:

A. Sites:

The Police Department shall assign one regularly employed Police Officer to provide SRO functions to the following schools:

Clarkston High School
Lincoln Middle School
Educational Opportunity Center
Grantham Elementary
Highland Elementary
Heights Elementary
Parkway Elementary

B. Schedule:

1. The SRO shall be assigned to the School District on a full-time, forty (40) hour workweek during the school year. Scheduling for the SRO while school is in session will be determined by mutual agreement of the School District administration, the SRO and the SRO's police supervisor. The SRO will not take vacation while school is in session unless specifically approved by the parties.

2. The SRO will be on the high school site from 7:15 a.m. until 3:15 p.m. on those days and during those hours that the schools are in session unless an emergency arises. If such an emergency arises the SRO would contact the high school principal or his designee providing information about his whereabouts and situation. These hours are flexible as agreed upon by both parties.

3. The officer will take an hour lunch break during a time that is mutually agreed upon by the school district and the Police Chief. The lunch break will be determined as an hour when the SRO is least needed on school sites and may change as school needs change throughout the school year.

C. Duties of the School Resource Officer:

1. Instructional responsibilities for the SRO at the schools:
 - a. The SRO shall act as an instructor for specialized, short-term programs at the school when invited to do so by the principal or member of the faculty;
 - b. The SRO shall coordinate all his activities with the principals of the school sites and will seek permission, advice, and guidance prior to enacting any program within the school;
 - c. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the SRO and the police mission;
 - d. When requested by the principal of a school, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program;
 - e. The SRO shall make himself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature;
 - f. The SRO shall become familiar with all community agencies which offer assistance to the youth and their families such as treatment and counseling centers;
 - g. The SRO shall assist the School District and/or Principals in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest;
 - h. The SRO shall become familiar with the emergency plans of the school district and individual buildings;

- i. The SRO shall become familiar with the protocols with the police, fire departments and other agencies that may be in effect in the case of emergencies;

- j. The SRO shall maintain detailed and accurate records of the operation of this program and shall submit monthly reports to the principals of each building and the SRO grant manager at the school district office. These report will include:
 - i. A log of student contracts listing problem and resolution;
 - ii. A log of meetings attended listing the results or impact of the meeting;
 - iii. A log of classes taught listing the results or impact of the meeting;
 - iv. A time sheet detailing time at school sites and specific use of the flextime.

- k. The SRO shall NOT act as a school disciplinarian but should be familiar with the school district policies and school building procedures relating to discipline. However, if a principal believes an incident is a violation of the law, the principal shall contract the SRO and the SRO will assume responsibility for the investigation and any enforcement action if applicable. The SRO may refer investigations to the Asotin County Juvenile Court authorities in cases where such action is appropriate.

- l. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school district policy, police policy, and legal requirements with regard to such interviews.

- m. The SRO shall take law enforcement action as required. The SRO shall make the principal or his designee aware of such action as soon as possible and inform the district Superintendent or designee of the action taken.

- n. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring but it is recognized that these are times and places that the presence of the SRO is crucial such as the area adjacent to the high school during the lunch period.

- o. The SRO will respond when available.

- p. The SRO or other assigned officer shall conduct the School District's Annual Safety Audit in the summer and will monitor the school safety requirements as outlined in SB 5097, in order to ensure all buildings are in compliance.

ARTICLE III.

A. Duties of the School District.

1. The School District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

- a. Office space to include a desk and telephone;
- b. A cell phone to conduct school business;
- c. A file cabinet which can be properly locked and secured;
- d. Office supplies as needed to perform SRO's duties;
- e. Access to a computer for word processing, data collection and e-mail.

ARTICLE IV.

A. Financing of the SRO:

The School District shall pay to the Police Department \$67,022.48 for 202, eight (8) hour days worked between August 1, 2012, and July 31, 2013. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on September 30, 2011, and the last being paid on June 30, 2012. The Police Department will submit monthly invoices to the School District. Upon receipt of the monthly invoice and the SRO's monthly time sheet, informational logs and any other grant data, payment will be issued. The payment will be pro-rated to the number of eight (8) hour days worked in the month.

UP SLIP INCREASE

All liabilities for salaries, wages and any other compensation, work related injury or sickness of the SRO shall be that of the Clarkston Police Department.

ARTICLE V.

A. Employment status of the SRO:

The SRO shall remain an employee of the Clarkston Police Department, and shall not be an employee of the School District. The School District and the Police Department acknowledge that the SRO shall remain within the chain of command of the Clarkston Police Department.

ARTICLE VI.

A. Dispute Resolution--Dismissal of SRO—Replacement:

1. In the event that a principal of a school in which the SRO is working feels that the SRO is not effectively performing his duties and responsibilities, the principal or representative will provide the School District Superintendent with written notification of the complaint, including specific reasons for the complaint or dissatisfaction. The Superintendent will determine if the concern needs to be taken to the Police Chief. If the Superintendent deems that the concern needs to be taken to the Police Chief, a written notification will be sent to the Police Chief. Within a reasonable time after receiving said written notification, the SFO Police Chief will investigate the complaint or dissatisfaction and provide feedback to the Superintendent. If the problem is not resolved to both parties satisfaction, the SRO shall be removed from the program and a replacement shall be obtained.

2. In the event that the SRO feels that the School District is not abiding by its agreement or a situation exists that is not resolved by communicating with building principals, the SRO will notify the Police Chief. If the Police Chief deems necessary, a written notification will be sent to the Superintendent of the School District. Within a reasonable time after receiving said written notification, the Superintendent will investigate the complaint or dissatisfaction and work with the Police Chief to achieve a mutually agreed upon solution.

3. The Police Department may dismiss or reassign the SRO based upon Department Policies or need. In the event that the Police Department does not have an officer available for the School Resource position, the Police Department may subcontract with another agency to provide an officer for the school district by mutual consent with the School District.

4. In the event of resignation, dismissal, reassignment, or long-term absence of the SRO, the Police Department shall provide a temporary replacement for the SRO within 15 days of receiving notice of such action. The school district must be notified immediately upon receiving that notice.

5. This agreement may be terminated by either party upon sixty (60) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The Agreement may be terminated without cause by either party upon 180 days written notice.

B. Good Faith:

1. The School District, the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the term of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees.

2. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

3. This Agreement and each and every covenant herein shall not be capable of assignment unless the express written consent of the School District and the Police Department is obtained.

4. This Agreement constitutes a final written expression of all the terms of the Agreement and is a complete and exclusive statement of those terms.

5. The District and Clarkston Police Department agree that exchange of information shall comply with RCW 28A.600.475 regarding student information.

6. Each party will protect, defend, indemnify, and save harmless the other party, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of that party, its officers, employees or agents related to the performance of the party's duties under this Agreement. However, nothing in this agreement shall be construed to benefit third parties or to imply a special relationship between the Department and any students or employees to impose any duty other than that of a law enforcement officer serving the general public.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

CLARKSTON SCHOOL DISTRICT

CLARKSTON POLICE DEPARTMENT

By: _____
Superintendent

By: _____
Mayor

Dated signed: _____

Date signed: _____

CITY OF CLARKSTON

InterOffice Memorandum

DEPARTMENT: FIRE

DATE: June 11, 2011

TO: Mayor Warren and City Councilors

FROM: Steve Cooper 

SUBJECT: Fire Hydrant Cost In PUD Water Main Project

I received the attached table with costs for new fire hydrants spaced along the Asotin County PUD water main project.

You will note the bid price is notably higher than the engineer's cost estimate, also attached.

The PUD schedule appears to start work on the project on July 1.

I plan to carry this information to Council Committees for discussion before bringing it back to Council for discussion and direction.

Attachments

Steve Cooper

From: Craig Riehle <criehle@asotinpod.org>
Sent: Wednesday, June 06, 2012 2:12 PM
To: scooper@clarkston.com
Cc: Tim Simpson
Subject: New City Fire Hydrants
Attachments: CITY-FH BID COST.pdf

Hi Steve, Attached is the low bidder submittal cost for the new hydrants. The cost was a higher than anticipated per hydrant. The approximate schedule to proceed in the projects that contain the new hydrants are as follows:

July 1st-Beachview Project
July 15th-East Highland
August 1st-Highland

Craig Riehle, GIS Coordinator
Asotin County Public Utility District
(O) 509.758.1010 (M) 509.432.4916
criehle@asotinpod.org

ASOTIN COUNTY PUD-2012 WATER CAPITAL IMPROVEMENT PROJECT

COST OF NEW HYDRANTS

Hydrant Locations	Nearest Intersection	Project	Notes	HYDRANT COST	ASPHALT COST	TOTAL
STA E4+44	McCarroll & Highland	Highland		\$ 4,054.00	\$140.00	\$4,194.00
STA E20+02	10th & Highland	Highland		\$ 4,054.00	\$84.00	\$4,138.00
STA F0+28	6th & Highland	East Highland	Replace Existing	\$ 4,054.00	\$0.00	\$4,054.00
STA F10+48	3rd St	East Highland		\$ 4,054.00	\$98.00	\$4,152.00
STA F14+55	3rd & Oak	East Highland		\$ 4,054.00	\$98.00	\$4,152.00
STA F18+42	3rd & 2nd	East Highland		\$ 4,054.00	\$112.00	\$4,166.00
STA F32+65	4th & 5th	East Highland		\$ 4,054.00	\$238.00	\$4,292.00
STA F35+43	Adams & 6th	East Highland		\$ 4,054.00	\$182.00	\$4,236.00
STA G4+60	Riverview & Chestnut	Beachview		\$ 4,054.00	\$210.00	\$4,264.00
STA G12+17	Beachview & Sycamore	Beachview		\$ 4,054.00	\$28.00	\$4,082.00
STA G18+13	Beachview & Riverview	Beachview		\$ 4,054.00	\$112.00	\$4,166.00

TOTAL

\$45,896.00

BID SUBMITTAL UNIT PRICES	
ITEM DESCRIPTION	UNIT PRICE BID
NEW HYDRANT ASSY	\$4,054.00/ PER FH
ASPHALT REST.	\$14.00/LF

Engineer's estimate

ASOTIN COUNTY PUD SMALL MAINS WATERLINE REPLACEMENT PROJECT

PROBABLE COST OF NEW HYDRANTS

Hydrant Locations	Nearest Intersection	Project	Notes	HYDRANT COST	ASPHALT COST	TOTAL
STA E4+44	McCarroll & Highland	Highland		\$2,965.65	\$244.00	\$3,209.65
STA E20+02	10th & Highland	Highland		\$2,965.65	\$153.00	\$3,118.65
STA F0+28	6th & Highland	East Highland	Replace Existing	\$965.65	\$0.00	\$965.65
STA F10+48	3rd St	East Highland		\$2,965.65	\$228.00	\$3,193.65
STA F14+55	3rd & Oak	East Highland		\$2,965.65	\$183.00	\$3,148.65
STA F18+42	3rd & 2nd	East Highland		\$2,965.65	\$198.00	\$3,163.65
STA F32+65	4th & 5th	East Highland		\$2,965.65	\$335.00	\$3,300.65
STA F35+43	Adams & 6th	East Highland		\$2,965.65	\$289.00	\$3,254.65
STA G4+60	Riverview & Chestnut	Beachview		\$2,965.65	\$305.00	\$3,270.65
STA G12+17	Beachview & Sycamore	Beachview		\$2,965.65	\$76.00	\$3,041.65
STA G18+13	Beachview & Riverview	Beachview		\$2,965.65	\$168.00	\$3,133.65

TOTAL

\$32,801.15

**ADDENDUM NO. 3
TO AGREEMENT FOR
Wastewater Treatment Plant Engineering Services**

**between
KELLER ASSOCIATES, INC.
and
CITY OF CLARKSTON, WA**

KA Project # 209090-000

INTRODUCTION

This addendum modifies the Scope of Work and defines compensation for Engineering Services Provided during Design, and Construction between Keller Associates ("ENGINEER") and the City of Clarkston, WA under the original contract agreement dated September 16, 2009. Any conflicting provisions will be resolved in favor of this Addendum.

This project entails the design and construction engineering support services for the Clarkson WWTP Upgrades Project as described in the Clarkston WWTP Pre-Design Report dated January 2011. After receiving a non-responsive low bid and having the second low bid request withdrawl, the City has chosen to rebid the project. The following scope and budget is for rebid engineering services.

SCOPE OF WORK AND COMPENSATION

I. Engineering Services During Rebid Phase

Scope of Work includes reissuing existing bid documents to contractors at production cost (paid by the contractor), a pre-bid meeting, addendums to answer contractor questions, and a bid evaluation.

Compensation for the rebid services for Task 3.10 as defined in the preceding paragraph shall be FIRM FIXED PRICE METHOD. The FIRM FIXED PRICE is: ten thousand dollars (\$10,000.00). The new total FIRM FIXED PRICE for Task 3.10 is Eight hundred ten thousand three hundred dollars (\$810,300.00)

II. Engineering Services During the Construction Phase

No Change

III. Engineering Services During the Operation Phase

As desired by the Owner, the Engineer can provide operational assistance after start-up on a time and materials basis. Compensation for operational assistance shall be by TITLE CODE HOURLY RATES (an update is attached).

SUMMARY of COMPENSATION for DESIGN and ENGINEERING SERVICES DURING CONSTRUCTION

Time and Materials Scope of Work Items	Addendum No. 2 Fees	Addition from Addendum No.3	Revised Contract Fees
During Construction Administration • Inspection Services	\$223,400	\$0	\$223,400
Total Time and Materials	\$223,400	\$0	\$223,400

Firm Fixed Price Scope of Work Items			
Task 3.10: Design and Bidding	\$800,300	\$10,000	\$800,300
Task 3.11: Construction Administration	\$511,400	\$0	\$511,400
Total Fixed Price	\$1,311,700	\$10,000	\$1,321,700

Design and CMS Contract Totals	\$1,535,100	\$10,000	\$1,545,100
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All other items of this agreement for engineering services dated September 16, 2009 shall remain unchanged.

In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Addendum No. 3 to the Agreement in duplicate on the respective dates indicated below.

OWNER: CITY OF CLARKSTON, WA

CONSULTANT: KELLER ASSOCIATES, INC.

By: _____

By: _____
Rod J. Linja, P.E.

Title: _____

Title: President

Address: 830 Fifth Street
Clarkston, WA 99403

131 S.W. 5th Avenue, Suite A
Meridian, Idaho 83642