

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, DECEMBER 10, 2018**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: November 26, 2018 Regular Meeting**

- 5. 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/Admin – Audit Report on Current Bills – December 10**
 - B. Public Safety – December 4**
 - C. Public Works – December 4**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 8. UNFINISHED BUSINESS:**
 - A. Ordinance 1609, Amending CMC 5.02 Model Business License 2nd Reading (Finance/Admin)**
 - B. Ordinance 1610, Amending CMC 14.06 Sewer Rates 2nd Reading (Finance/Admin)**
 - C. Ordinance 1611, Amending CMC 14.18 Sanitation Rates 2nd Reading (Finance/Admin)**

- 9. CONSENT AGENDA:**
 - A. Contract for Indigent Defense Services (Finance/Admin)**
 - B. Contract for Professional Consulting Services (Finance/Admin)**
 - C. Contract for Ambulance Billing Services (Public Safety)**
 - D. Contract for Professional Services – The Wesley Group (Finance/Admin)**
 - E. Agreement for Janitorial Services (Finance/Admin)**
 - F. Resolution 2018-11, 2019 Position Allocation List (Finance/Admin)**

- 10. NEW BUSINESS:**
 - A. Ordinance 1612, 2018 Budget Amendment 1st Reading (Finance/Admin)**
 - B. Ordinance 1613, 2019 Budget 1st Reading (Finance/Admin)**

- 11. COUNCIL COMMENTS:**

- 12. QUESTIONS FROM THE PRESS:**

- 13. EXECUTIVE SESSION: None**

- 14. 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.

CLARKSTON CITY COUNCIL MINUTES
November 26, 2018

ROLL CALL: Russ Evans, Pat Holman, Belinda Larsen, Skate Pierce, Joel Profitt, John Murray and Melyssa Andrews.

STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin, Attorney Richardson.

AGENDA CHANGES: Items D, E, & F on Consent Agenda moved to Items A, B, & C on New Business.

APPROVAL OF MINUTES: Minutes of the November 13, 2018 Regular Meeting were approved as distributed.

PUBLIC HEARING: 2019 Property Tax & Revenue

Mayor Lawrence opened the Public Hearing at 7:03 p.m.

Clerk Austin gave a brief presentation on the revenue sources for the Current Expense Fund, including the fact that a 1% increase to the property tax levy is included in the preliminary budget. Most other revenue sources are comparable to 2018. Sales tax is holding steady, even with the loss of BiMart. It appears that the sales have been redirected to either Costco or Walmart. Business excise taxes are expected to be down slightly. Avista is the largest source of revenue in this category, but there are decreases due to less landline phones and cable television users. Excise and gambling taxes are also expected to see reductions. Court revenue continues to decline since the increase of fees began in 2016. The formula for the revenue on Marijuana taxes was modified by the state. The amount of funds that will be received is subject to the State Legislature making any changes for 2019.

Mayor Lawrence opened the floor to comments from the public.

PUBLIC COMMENT:

Wendy Stelmack – 1218 2nd Street

The public hearing was closed at 7:09 p.m.

COMMUNICATIONS:

- A. From the Public:** Wendy Stelmack, 1218 2nd Street
Kyle Goodrich, 1338 ½ Sycamore Street
Sam Skinner, Twin County United Way Director

B. From Mayor: Mayor Lawrence reminded Council that the Budget Workshop will be held December 6, 2018 at 6:00pm. The next regular Council meeting will be December 10, 2018 at 7:00pm, and the meeting scheduled for Christmas Eve will be moved to December 20, 2018 at 6:00pm. The Lighted Christmas parade is scheduled for December 1st at 4:30pm. An email of thanks from Grantham School was sent to the Police Department for professional response and handling of issues at the school.

C. From Staff or Employees: PWD Poole advised that the new entrance to Walmart is working as planned. It is diverting traffic from 5th Street and reducing traffic behind mattress store. He advised the panhandlers are beginning to congregate at the new entrance, and will have to be monitored to stay out of the City right of way. Chief Hastings advised that it was a lot quieter this Black Friday, with no major incidents. Councilmember Holman asked PWD Poole about turn signal that was painted west bound on Fair Street to 10th Street. PWD Poole advised that it a recommendation from the traffic impact study.

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee met with Wanda Keefer from the Port of Clarkston regarding economic needs and impact study funding. The Committee discussed Ordinances 1609-1611,

Resolution 2018-10, and approved the bills for payment. Total expenditures for the November 27, 2018 period of \$229,150.28. MOTION BY HOLMAN/EVANS to approve the bills as read. Motion Carried

Public Safety: Councilmember Larsen reported on the November 20th meeting. Chief Cooper began the meeting with a briefing about the contract with Systems Design which is up for renewal. Chief Cooper will make an offer of \$20.00 per call for 2019, \$21.50 per call for 2020 and an increase to \$23.00 per call for 2021. This will be on the agenda for the Mayor's approval and signature once the agreement is reached. There should be GEMT (Ground Emergency Medical Transportation) cost reporting revenue for the fiscal year of July 2017 through June 2018 of over 2200 calls by Spring of 2019 once the Mayor has signed the report and submitted to the State. We will need to give the Mayor this approval on the agenda as well.

Chief Hastings began with an update on the Jail Committee. This committee will give an update to our Public Safety committee on December 4th. They will discuss the possibilities of partnerships with other entities. Shop With A Cop is coming up. This is a huge event made possible by community donations but with a majority of the funding coming from Walmart. Chief Hastings received a wonderful thank you letter from the Principal of Grantham Elementary School praising our officers and how helpful they are when called upon. The Police Department is fully staffed for the first time in quite some time. The Chief will now be able to create a position where he can assign an officer to help our full time detective and also place more emphasis on street crimes. Mayor Lawrence requested Chief Hastings to give more detail on the Shop With a Cop Program. Chief Hastings explained that the program that is funded by Walmart and private citizens and has a positive impact on low income children.

Public Works: Councilmember Pierce reported on the November 20th meeting. He advised that a renewal request was received for the lease at Gateway Park (Across from Taco Time). The committee recommends renewal to the council. However, before the next renewal, we'd like to reach out and see if we could sublet the park to a local business for naming rights, as an example of what the City could do. The Committee reviewed an analysis of our building permits. The City issued \$173,239 worth of building permits, with a valuation of \$10,280,550.50. Code Officer Ewing created a policy and procedure form for Building Permit Inspections. Mechanical Permits are a main focus (Heating and AC, water heater, etc). This is part of an effort to keep renters safe. Anyone within the city is allowed to do work on their own home, but if those repairs can't pass an inspection before being rented out, we may have to pull the Certificate of Occupancy in the name of safety. We had a thorough discussion on RV living in the city. Our Public Works Department has fielded a number of complaints about the issue. There are several ideas about how to tackle the situation. These plans will be forwarded to our legal department to see if there are legal actions we can take.

Outside Organizations: Councilmember Evans reported on the November 14th PTBA meeting. The State Auditors gave an update on accountability. PTBA received a glowing report. The fixed routes riders increased by 197 during the period from October 2017 to October 2018. Asotin routes increased by 165, and there was an increase of 1378 for Lewiston routes. The Clarkston Heights experienced an increase of 1202, this totaled a 2735 increase in ridership for all routes. Councilmember Pierce reported that the Public Health Department also met with the auditors, and received a grant that will be announced soon. He also advised that the hours will be changing to Monday – Friday, 7:30am – 5:30pm to better serve the community. The Health Department also passed the budget for 2019.

UNFINISHED BUSINESS:

A. Ordinance 1607, Amending CMC 1.01 Penalties 2nd Reading (Finance/Admin) MOTION BY MURRAY/PIERCE to approve the ordinance. Motion Carried.

B. Ordinance 1608, Zone Change – 1255 Fair Street, 2nd Reading (Finance/Admin) MOTION BY PROFITT/HOLMAN to approve the ordinance. Motion Carried.

CONSENT AGENDA: Motion by LARSEN/ANDREWS to adopt consent agenda as revised. Motion Carried.

- A. Resolution 2018-10, 2019 Property Tax**
- B. Army Corps of Engineers Contract for Gateway Park (Public Works)**
- C. Authorization for Mayor to sign GEMT Certification (Public Safety)**

NEW BUSINESS:

A. Ordinance 1609, Amending CMC 5.02 Model Business License 1st Reading (Finance/Admin)
Vote will be at the next meeting.

B. Ordinance 1610, Amending CMC 14.06 Sewer Rates 1st Reading (Finance/Admin) Vote will be at the next meeting.

C. Ordinance 1611, Amending CMC 14.18 Sanitation Rates 1st Reading (Finance/Admin) Vote will be at the next meeting.

COUNCIL COMMENTS: Councilmember Holman asked if the owner had any plans for the property at 1255 Fair Street. PWD Poole advised that the owner may use it for seasonal RV storage. Councilmember Andrews thanked Chief Hastings for supporting the Shop With a Cop program. She advised that Officer Morbeck does a great job with the event. Councilmember Pierce advised that he was requested to remind the Council to speak directly into the microphones so that the citizens can hear what the councilmembers are saying.

PRESS QUESTIONS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 7:38 p.m.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 11/26/18	Ck # 67373-67417	\$52,487.01
Payroll 11/20/18	Ck #	\$229,150.28

Public Safety Meeting 12/04/2018

In Attendance: Russ Evans, Pat Holman, Belinda Larsen, Chief Steve Cooper, Clerk Steve Austin, Chief Joel Hastings

Jail Advisory Committee: Lisa Taylor, Washington State DOC, Val Mundell citizen at large, Chris Wilkerson, statistician with Vista Outdoor, Jim Jeffords, Asotin County Commissioner, Jock Pring citizen at large, Jim Smith, Jail Commander, John Hilderbrand, Asotin County Sheriff, Lori Leavitt, Jail Administration, Jody Brown, Undersheriff. Unable to attend – Monte Renzelman, Asotin Police Chief, Noel Hardin, Asotin County Fire Chief and some potential regional partners.

Chief Steve Cooper updated the committee on the Systems Design contract – we are one paragraph and 2 words away from completing a final contract.

Chief Cooper also wanted to remind the committee of the discussions we have held regarding an increase in compensation for volunteers and reserves. These increases are something we will discuss during our budget meeting on Thursday night.

The Jail Advisory Committee joined us to give us a presentation on what they have been working on since their formation. I think all of us were impressed by what they have accomplished to this point. They have collected data, toured other facilities, and researched what works, what doesn't. I would like to share an outline of the "Problem Statement" presented to us: Asotin County has the longest inmate length of jail stay of 39 days versus an average of 16 days in all of the state of Washington. With an average daily bed rate of 53 inmates at a cost of \$74 per inmate per day, it is costing Asotin County over 1.5 million annually.

When originally built in 1984, the jail was designed to house 14 inmates. Somehow, some way, we have created space for 47 beds. Now we are housing, on average, 53 inmates. For the overflow, we have to find and pay for "beds" at other facilities at a projected cost of \$150,000 for 2018. This overcrowding of our facility creates a safety issue for both the inmates, the security staff and our community as 98% of the jail population are felony-related inmates.

This committee has been tasked with finding solutions, determining what is causing the bottleneck of inmates with a stay of over 16 days. With our needs exceeding our capacity, how can they make what we currently have, continue to work while searching for a permanent solution. Some potential solutions would include, improving the flow of our judicial system, a modular expansion of the current facility, building a regional facility.

The Jail Advisory Committee would like to present jointly to the full Clarkston and Asotin City Councils. At that time, we can discuss the options that may be available.

Thanks to the committee for this informative presentation.

PWC Meeting Notes

12/4/18

Attending: Director Poole, Jason Ewing, Skate Pierce

- 1) Beachview pool removal project is nearly complete.
- 2) Bridge, Diagonal and 2nd St. project has been moved up as a priority to 2019. We can send out an RFP for the design soon. And, hopefully have a completed design by December 2019 so that construction can begin soon in 2020.
- 3) Asotin County Housing Authority has reached out to the city to be included in our next citywide sidewalk project. We will be coordinating with them when we begin discussion on that.
- 4) The state electrical inspector informed the city that the architectural plans for the Evergreen Estates indicated that Romex wiring was intended to be used. We have a specific code preventing this, and, they were informed of the potential violation. We have this code as a means of ensuring safety of our residents.

ORDINANCE NO. 1609

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING CLARKSTON MUNICIPAL CODE 5.02 TO ADOPT THE MODEL BUSINESS LICENSE THRESHOLD

The City Council of the City of Clarkston does ordain as follows:

SECTION 1.0 AMENDING SECTION 5.02.20 AS FOLLOWS:

5.02.020 Definitions.

In construing the provisions of this chapter, except when otherwise declared or clearly apparent from the context, the definitions in this section shall be applied.

“Business” includes all activities, occupations, pursuits, or professions located and/or engaged in within the city, with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly.

“City” means the city of Clarkston.

“Employee” means any person who performs work, labor, or services for a business and is on the business’ payroll. For the purpose of this chapter, the term “employee” also includes self-employed persons, sole proprietors, owners, managers, partners, and all full-time, part-time and temporary employees or workers on the business’ payroll.

“Engaging in business,” (1) means ~~commencing, conducting or continuing in any business within the city, whether or not an office or physical location for the business lies within the city.~~ “Engaging in business” includes the performance of services by contractors, consultants, representatives, agents, or other persons within the city, even though the office location of the contractor, consultant, representative, agent or other persons is not within the city limits; the exercise of corporate or franchise powers, as well as the liquidation of business when the liquidators hold themselves out to the public as conducting such business.— AND ALSO, THE EXERCISE OF CORPORATE OR FRANCHISE POWERS, AS WELL AS LIQUIDATING A BUSINESS WHEN THE LIQUIDATORS THEREOF HOLD THEMSELVES OUT TO THE PUBLIC AS CONDUCTING SUCH BUSINESS.

(2) THIS SECTION SETS FORTH EXAMPLES OF ACTIVITIES THAT CONSTITUTE ENGAGING IN BUSINESS IN THE CITY, AND ESTABLISHES SAFE HARBORS FOR CERTAIN OF THOSE ACTIVITIES SO THAT A PERSON WHO MEETS THE CRITERIA MAY ENGAGE IN DE MINIMUS BUSINESS ACTIVITIES IN THE CITY WITHOUT HAVING TO PAY A BUSINESS LICENSE FEE. THE ACTIVITIES LISTED IN THIS SECTION ARE ILLUSTRATIVE ONLY AND ARE NOT INTENDED TO NARROW THE DEFINITION OF "ENGAGING IN BUSINESS" IN SUBSECTION (1). IF AN ACTIVITY IS NOT LISTED, WHETHER IT CONSTITUTES ENGAGING IN BUSINESS IN THE CITY SHALL BE DETERMINED BY CONSIDERING ALL THE FACTS AND CIRCUMSTANCES AND APPLICABLE LAW.

(3) WITHOUT BEING ALL INCLUSIVE, ANY ONE OF THE FOLLOWING ACTIVITIES CONDUCTED WITHIN THE CITY BY A PERSON, OR ITS EMPLOYEE, AGENT, REPRESENTATIVE, INDEPENDENT CONTRACTOR, BROKER OR ANOTHER ACTING ON ITS BEHALF CONSTITUTES ENGAGING IN BUSINESS AND REQUIRES A PERSON TO REGISTER AND OBTAIN A BUSINESS LICENSE.

- (A) OWNING, RENTING, LEASING, MAINTAINING, OR HAVING THE RIGHT TO USE, OR USING, TANGIBLE PERSONAL PROPERTY, INTANGIBLE PERSONAL PROPERTY, OR REAL PROPERTY PERMANENTLY OR TEMPORARILY LOCATED IN THE CITY.
- (B) OWNING, RENTING, LEASING, USING, OR MAINTAINING, AN OFFICE, PLACE OF BUSINESS, OR OTHER ESTABLISHMENT IN THE CITY.
- (C) SOLICITING SALES.
- (D) MAKING REPAIRS OR PROVIDING MAINTENANCE OR SERVICE TO REAL OR TANGIBLE PERSONAL PROPERTY, INCLUDING WARRANTY WORK AND PROPERTY MAINTENANCE.
- (E) PROVIDING TECHNICAL ASSISTANCE OR SERVICE, INCLUDING QUALITY CONTROL, PRODUCT INSPECTIONS, WARRANTY WORK, OR SIMILAR SERVICES ON OR IN CONNECTION WITH TANGIBLE PERSONAL PROPERTY SOLD BY THE PERSON OR ON ITS BEHALF.
- (F) INSTALLING, CONSTRUCTING, OR SUPERVISING INSTALLATION OR CONSTRUCTION OF, REAL OR TANGIBLE PERSONAL PROPERTY.
- (G) SOLICITING, NEGOTIATING, OR APPROVING FRANCHISE, LICENSE, OR OTHER SIMILAR AGREEMENTS.
- (H) COLLECTING CURRENT OR DELINQUENT ACCOUNTS.
- (I) PICKING UP AND TRANSPORTING TANGIBLE PERSONAL PROPERTY, SOLID WASTE, CONSTRUCTION DEBRIS, OR EXCAVATED MATERIALS.
- (J) PROVIDING DISINFECTING AND PEST CONTROL SERVICES, EMPLOYMENT AND LABOR POOL SERVICES, HOME NURSING CARE, JANITORIAL SERVICES, APPRAISING, LANDSCAPE ARCHITECTURAL SERVICES, SECURITY SYSTEM SERVICES, SURVEYING, AND REAL ESTATE SERVICES INCLUDING THE LISTING OF HOMES AND MANAGING REAL PROPERTY.
- (K) RENDERING PROFESSIONAL SERVICES SUCH AS THOSE PROVIDED BY ACCOUNTANTS, ARCHITECTS, ATTORNEYS, AUCTIONEERS, CONSULTANTS, ENGINEERS, PROFESSIONAL ATHLETES, BARBERS, BASEBALL CLUBS AND OTHER SPORTS ORGANIZATIONS, CHEMISTS, CONSULTANTS, PSYCHOLOGISTS, COURT REPORTERS, DENTISTS, DOCTORS, DETECTIVES, LABORATORY OPERATORS, TEACHERS, VETERINARIANS.
- (L) MEETING WITH CUSTOMERS OR POTENTIAL CUSTOMERS, EVEN WHEN NO SALES OR ORDERS ARE SOLICITED AT THE MEETINGS.
- (M) TRAINING OR RECRUITING AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, BROKERS OR OTHERS, DOMICILED OR OPERATING ON A JOB IN THE CITY, ACTING ON ITS BEHALF, OR FOR CUSTOMERS OR POTENTIAL CUSTOMERS.
- (N) INVESTIGATING, RESOLVING, OR OTHERWISE ASSISTING IN RESOLVING CUSTOMER COMPLAINTS.
- (O) IN-STORE STOCKING OR MANIPULATING PRODUCTS OR GOODS, SOLD TO AND OWNED BY A CUSTOMER, REGARDLESS OF WHERE SALE AND DELIVERY OF THE GOODS TOOK PLACE.
- (P) DELIVERING GOODS IN VEHICLES OWNED, RENTED, LEASED, USED, OR MAINTAINED BY THE PERSON OR ANOTHER ACTING ON ITS BEHALF.
- (4) IF A PERSON, OR ITS EMPLOYEE, AGENT, REPRESENTATIVE, INDEPENDENT CONTRACTOR, BROKER OR ANOTHER ACTING ON THE PERSON'S BEHALF, ENGAGES IN NO OTHER ACTIVITIES IN OR WITH THE CITY BUT THE FOLLOWING, IT NEED NOT REGISTER AND OBTAIN A BUSINESS LICENSE.
- (A) MEETING WITH SUPPLIERS OF GOODS AND SERVICES AS A CUSTOMER.
- (B) MEETING WITH GOVERNMENT REPRESENTATIVES IN THEIR OFFICIAL CAPACITY, OTHER THAN THOSE PERFORMING CONTRACTING OR PURCHASING FUNCTIONS.
- (C) ATTENDING MEETINGS, SUCH AS BOARD MEETINGS, RETREATS, SEMINARS, AND CONFERENCES, OR OTHER MEETINGS WHEREIN THE PERSON DOES NOT PROVIDE TRAINING

IN CONNECTION WITH TANGIBLE PERSONAL PROPERTY SOLD BY THE PERSON OR ON ITS BEHALF. THIS PROVISION DOES NOT APPLY TO ANY BOARD OF DIRECTOR MEMBER OR ATTENDEE ENGAGING IN BUSINESS SUCH AS A MEMBER OF A BOARD OF DIRECTORS WHO ATTENDS A BOARD MEETING.

(D) RENTING TANGIBLE OR INTANGIBLE PROPERTY AS A CUSTOMER WHEN THE PROPERTY IS NOT USED IN THE CITY.

(E) ATTENDING, BUT NOT PARTICIPATING IN A "TRADE SHOW" OR "MULTIPLE VENDOR EVENTS". PERSONS PARTICIPATING AT A TRADE SHOW SHALL REVIEW THE CITY'S TRADE SHOW OR MULTIPLE VENDOR EVENT ORDINANCES.

(F) CONDUCTING ADVERTISING THROUGH THE MAIL.

(G) SOLICITING SALES BY PHONE FROM A LOCATION OUTSIDE THE CITY.

(5) A SELLER LOCATED OUTSIDE THE CITY MERELY DELIVERING GOODS INTO THE CITY BY MEANS OF COMMON CARRIER IS NOT REQUIRED TO REGISTER AND OBTAIN A BUSINESS LICENSE, PROVIDED THAT IT ENGAGES IN NO OTHER BUSINESS ACTIVITIES IN THE CITY. SUCH ACTIVITIES DO NOT INCLUDE THOSE IN SUBSECTION (4).

THE CITY EXPRESSLY INTENDS THAT ENGAGING IN BUSINESS INCLUDE ANY ACTIVITY SUFFICIENT TO ESTABLISH NEXUS FOR PURPOSES OF APPLYING THE LICENSE FEE UNDER THE LAW AND THE CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF WASHINGTON. NEXUS IS PRESUMED TO CONTINUE AS LONG AS THE TAXPAYER BENEFITS FROM THE ACTIVITY THAT CONSTITUTED THE ORIGINAL NEXUS GENERATING CONTACT OR SUBSEQUENT CONTRACTS.

“License officer” means the person or his or her designee appointed by the mayor to act in such capacity.

“Person” includes the singular and the plural and also means and includes any natural person, firm, corporation, association, club, partnership, society or any group of individuals acting as a unit.

“Taxpayer” includes any person who engages in business or who is required to have a business license hereunder, or who is liable for the collection of any license fee or tax hereunder, or who performs any act, for which a license fee or tax is imposed by this chapter.

“Year” means the calendar year.

SECTION 2.0 AMENDING 5.02.031 AS FOLLOWS:

5.02.031 Exemptions from license requirements.

The provisions of this chapter shall not apply to:

(1) Any instrumentality of the United States, the state of Washington, or political subdivisions thereof with respect to the exercise of governmental functions;

(2) Any farmer, gardener, or other person who sells, delivers, or peddles any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, caught, produced, or manufactured by such person within the state;

(3) Any person who merely delivers within the city any property purchased or acquired in good faith from such person at his regular place of business outside the city where such person is not otherwise subject to the licensing provisions of this chapter;

(4) Any person, business, enterprise, firm or corporation which the city is forbidden to tax under state or federal law;

(5) Businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the licensing officer of said not-for-profit status, however, all other licensing provisions apply;

(6) Business activities subject to the tax imposed by Chapter 5.03 CMC, relating to the licensing and taxation of public utilities;

(7) Private garage/yard sales of an infrequent nature upon residential property owned or tenanted by that person conducting such sale, limited to two such sales annually, each lasting not more than three consecutive days, for each particular parcel of property;

(8) No license shall be required of any person who operates a business in conjunction with nonprofit community festivals, as approved by the license officer, provided all the following criteria are met:

(a) The business does not operate within the city more than three consecutive days;

(b) The business does not operate within the city more than 12 days in a calendar year; and

(c) The business is authorized to participate in the community festival by the sponsor of the festival.

(9) ANY PERSON OR BUSINESS WHOSE ANNUAL VALUE OF PRODUCTS, GROSS PROCEEDS OF SALES, OR GROSS INCOME OF THE BUSINESS IN THE CITY IS EQUAL TO OR LESS THAN \$2,000, AND WHO DOES NOT MAINTAIN A PLACE OF BUSINESS WITHIN THE CITY SHALL BE EXEMPT FROM THE GENERAL BUSINESS LICENSE REQUIREMENTS IN THIS CHAPTER. THE EXEMPTION DOES NOT APPLY TO REGULATORY LICENSE REQUIREMENTS OR ACTIVITIES THAT REQUIRE A SPECIALIZED PERMIT.

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect thirty days after its passage, approval, and publication.

Dated this _____ day of _____, 2018.

Monika Lawrence, Mayor

Authenticated by:

Approved as to form:

Steve Austin, City Clerk

Todd Richardson, City Attorney

Publication Date:

ORDINANCE NO. 1610

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.06.060,
WHICH ESTABLISHES SEWER COLLECTION AND DISPOSAL CHARGES

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON,
WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1.0

Clarkston Municipal Code Chapter 14.06 is hereby amended as follows:

14.06.060 Rates – Sanitary Sewer.

(a) The city council shall establish, by ordinance, rates for sewer service as provided in RCW 35.67.190.

(b) The following rates are hereby established, effective January 1, 2019:

Classification	Monthly Base Charge	Monthly Sewer Charge per 100 Cubic Feet of Water Consumed	Average Monthly Rate by Classification
Residential	\$13.79	\$2.91	\$32.64
Commercial	\$26.56	\$2.91	\$65.28

(c) The following accounts shall be billed at a rate equivalent to the monthly average for their classification:

1. Greenhouses
2. Accounts not connected to the public water system.

(d) Automatic car washes shall be charged three (3) times the commercial average.

(e) Properties outside the corporate limits that have not fully participated in a City ULID shall have a rate 50% greater than the rate charged for similar service inside the City's corporate limits.

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2019 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2018.

Monika Lawrence, Mayor

Authenticated:

Steve Austin, City Clerk

ORDINANCE NO. 1611

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.18, WHICH ESTABLISHES REGULATIONS FOR GARBAGE COLLECTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1.0

Clarkston Municipal Code Chapter 14.18 is hereby amended as follows:

14.18.060 Rates.

1. The city council shall establish, by ordinance, rates for sanitation service as provided in RCW 35.92.020.

2. The following rates are hereby established, effective January 1, 2019:

(a) The following charges shall apply to properties using City provided garbage carts and serviced one time per week. These carts are numbered and owned by the City. Carts will be assigned to the property address by that number. The following rates shall also permit the pickup of yard waste (grass clippings, vegetation, and leaves) that is placed in a City provided 96-gallon mobile cart. The 96-gallon yard waste container is numbered and owned by the City and will be assigned to the property address by that number. The property owner shall be responsible for damages to the cart (either yardwaste or solid waste) caused by misuse or neglect. Multi-unit residential properties larger than a four-plex, commercial properties with the exception of churches (and only upon written request to the City), and persons providing lawn care service for a fee, as evidenced by a city business license, are not subject to the City's yardwaste program.

Classification	35 Gal Container	64 Gal Container	96 Gal Container	Each additional Yardwaste Container
Residential	\$18.18	\$23.38	\$28.38	\$6.81
Multi-Residential -Per unit	\$18.18	\$23.38	\$28.38	\$6.81
Commercial	\$19.95	\$26.87	\$33.94	N/A
Churches w/yardwaste	\$21.86	\$28.73	\$35.78	\$7.07
Extra Can / Garbage	\$ 7.22	\$12.78	\$20.05	

(b) Dumpster Charges – All accounts using bins of one cubic yard or greater shall be charged according to the following schedule:

SANITATION RATES-DUMPSTERS							
	CHARGE	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	XTRA P.U.
1 CY	\$39.04	\$78.07	\$117.10	\$156.14	\$195.18	\$234.21	\$8.99
1.5 CY	\$58.58	\$117.16	\$175.74	\$234.32	\$292.90	\$351.48	\$13.48
2 CY	\$78.07	\$156.14	\$234.21	\$312.29	\$390.36	\$468.43	\$17.93
3 CY	\$117.11	\$234.21	\$351.32	\$468.43	\$585.54	\$702.65	\$27.07
4 CY	\$156.15	\$312.29	\$468.43	\$624.58	\$780.73	\$936.87	\$36.06
5 CY	\$195.23	\$390.46	\$585.69	\$780.93	\$976.16	\$1,171.39	\$45.05
6 CY	\$234.22	\$468.43	\$702.65	\$936.87	\$1,171.09	\$1,405.31	\$54.09
10 CY	\$390.47	\$780.93	\$1,171.39	\$1,561.86	\$1,952.33	\$2,342.79	\$90.14

3. Standby Charges:

(a) Owners or managers of residential and commercial properties may apply to the city for suspension of service prior to the time the premises become unoccupied. Application shall be made on forms provided by the city. Upon approval, the sanitation service shall be suspended and the regular charge for the service shall be suspended and replaced with a service/standby charge until the premises are reoccupied.

(b) No credit for suspension of service shall be given unless the premises remain unoccupied for 30 consecutive days.

(c) Service/standby charges shall take effect the month in which the property owner/manager makes application to the city, provided the property has been vacant for 30 consecutive days. For those properties vacant 15 days or less at the time application is made but anticipated to be vacant 30 consecutive days or more, the effective date shall be the first of the month following application.

(d) Upon re-occupancy, the regular charge shall be re-established. The owner shall notify the city of the re-occupancy.

(e) Service/standby charges for qualifying properties under this section shall be \$5.00 per month for residential and commercial properties.

4. Non-resident Charges. All accounts located outside Clarkston’s city limits shall be charged at a rate of 50% greater than charges for identical service within the city limits.

5. Fees for Transporting Roll-off Containers. The charges for pickup and dumping of commercial roll-off units shall be:

Classification	Charges
Compaction Units	\$180.00 per trip
Demolition Units	\$180.00 per trip
Rent for 20 yd. Roll-off	\$35.00 per week
Rent for containers up to 5 c.yd.	\$25.00 per month
Tipping fees	Actual based on weight tickets

6. No later than November of each year the City Council shall review the rates for all classifications of service and adjust the rates as necessary to ensure that operating expenses of the utility are met. Rate changes shall be set by ordinance and become effective on January 1 of each year.

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2019 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2018.

Monika Lawrence, Mayor

Authenticated:

Steve Austin, City Clerk

CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Clarkston, Washington (hereinafter "City") provides indigent defense services to individuals who have been certified for representation in criminal charges before the Municipal Court (hereinafter "Municipal Court"); and WHEREAS, Neil P. Cox is a licensed attorney in good standing in the state of Washington who has been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, the City has adopted standards for public defense pursuant to the requirements of RCW 10.101.030, under Ordinance No. 1541; now, therefore,

The City and Attorney have entered into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein: Indigent defense services in accordance with, the standards adopted by the City in Ordinance No. 1541, as the same exists or is hereafter amended. The Attorney warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court rule and the standards adopted by the City pursuant to Ordinance No. 1541 (hereinafter "Standards"). Compliance with these Standards goes to the essence of this Agreement. The Attorney, and every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the District Court. The Attorney further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services and systems necessary to comply with the Standards.

2. Compensation. The City shall pay to the Attorney for services rendered under this Contract the sum of \$54,900.00 annually to be paid in equal monthly installments.

2.1. Case Counts. The above charge is based upon the historical case count for the City of cases per year, averaging 300 Misdemeanor case per year. As provided in the Standards, the case counts also include the Attorney's appearance at all arraignment calendars. The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted unweighted case count.

2.2 Adjustment. As provided in the Standards, case counts may be revised upwards based upon a variety of factors but in no event more than 400 cases per year. Upon the Attorney's request, the City shall review any particular case with the Attorney to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure administrative, support and systems as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the District Court from funds available for that purpose:

2.4.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case.

2.4.2 Preauthorized Non-Routine Expenses. Non-routine case Expenses requested by Attorney and preauthorized by order of the District Court. Unless the services are performed Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:

- (i) medical and psychiatric evaluations;
- (ii) expert witness fees and expenses;
- (iii) interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication;
- (iv) polygraph, forensic and other scientific tests;
- (v) investigation expenses; and
- (vi) any other non-routine expenses the District Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 Copying Direct Appeal Transcripts for RAU Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

2.4.6 Records. Medical, school, birth, DIVIV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 Process Service. The cost for the service of a subpoena as long as the rate per location does not exceed the guideline amount as shown in the payment policy.

2.5 Renegotiation Due to Increases or Decreases in Case Load. The City and Attorney shall, at the option of either party, renegotiate this Contact if there is a significant increase or decrease in the number of cases assigned. "Significant decrease" and "significant increase" shall mean a decrease or increase, respectively, of more than 30

cases being assigned in an "average" calendar year or an average of 8 cases per quarter. At the request of either party, the City and Attorney will periodically review cases assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications.

3. Term. The term of this agreement shall be from January 1, 2019 through December 31, 2019 unless sooner terminated as provided in this Agreement.

3.1 For Cause. This agreement may be terminated for cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. Attorney shall obtain insurance of the types described below:

6.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.4 Professional Liability insurance appropriate to the Attorney's profession.

6.2 Minimum Amounts of Insurance. Attorney shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy, shall contain no exclusion for loss, or liability relating to a claim of ineffective assistance of counsel.

6.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3. The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.1 The Attorney's insurance shall be endorsed to state that Coverage shall not be cancelled .by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.5 Verification of Coverage. Attorney shall furnish the City with original

certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

7. Work Performed by Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, Attorney shall comply with all federal, state and District laws, ordinances, rules and regulations which are applicable to Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Attorney's Risk. Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary, for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement.

10. This agreement supersedes any previous agreement entered into by the parties for this same time frame.

Therefore, the Attorney has personally signed this IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of December, 2018.

CITY OF CLARKSTON

By: _____
Monika Lawrence, Mayor

ATTEST:

By _____
Steve Austin, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
Todd Richardson, City Attorney

This Agreement has been executed personally by the Attorney providing services hereunder to indicate his commitment to providing the services in accordance with the standards herein provided. In addition, the corporate entity under which the Attorney practices has executed this Agreement indicating the corporate entities' Agreement to comply with the terms of this Agreement.

NEIL P. COX

DATE

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

The City of Clarkston, Washington
and
Vickie Storey

This contract entered into between the City of Clarkston, Washington hereinafter called "City" and Vickie Storey, hereinafter called "Contractor" is effective January 1, 2019. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I – SERVICES

The City is of the opinion the Contractor has the necessary qualifications and abilities to provide consulting services to the City of Clarkston.

The Contractor is agreeable to providing such consulting services to the City on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Contractor and the City agree as follows:

1. The City of Clarkston agrees to engage the Contractor to provide the following consulting services:
Operational functions of the Clerk/Treasurer's Office
2. The services will also include any other tasks which the parties may agree.

ARTICLE II – INDEPENDENT CONTRACTOR

Contractor further acknowledges that she is not considered an affiliate or subsidiary of the City and is not entitled to any employment rights or benefits.

Contractor recognizes and acknowledges that this Agreement creates a confidential relationship between Contractor and the City, that information concerning the City's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the City of Clarkston is hereinafter collectively referred to as "Confidential Information." Contractor agrees to follow City of Clarkston procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

Contractor agrees that her work product produced in the performance of this Agreement shall remain the exclusive property of the City, and that she will not sell, transfer, publish, disclose or otherwise make the work product available to third parties.

ARTICLE III – CONSIDERATION

In consideration of the Contractor’s performance hereunder, the City shall pay the sum of \$35 Dollars per hour. Payments shall be beginning January 1, 2019. Payments shall be after services are rendered.

In providing services under this Agreement it is expressly agreed that the Contractor is acting as an independent Contractor and not as an employee. The Contractor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The City is not required to pay, or make any contributions to, social security, Medicare, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and/or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.

ARTICLE V – TERM OF CONTRACT

This contract shall be effective beginning with January 1, 2019 through December 31, 2019. However, either party may terminate this agreement upon 30 days written notice.

Contractor:

City of Clarkston:

Vickie Storey

Monika Lawrence, Mayor

811 3rd Street
Clarkston, WA 99403
Phone: 208-305-2544

Steve Austin, City Clerk/Treasurer

Date

Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of January, 2019 by and between, City of Clarkston ("City") 820 5th Street, Clarkston, WA 99403 and Systems Design West, LLC a Delaware limited liability company having their principal place of business located at 19265 Powder Hill Place NE Poulsbo, Washington 98370 hereinafter referred to as the ("Consultant") Collectively the City and the Consultant shall be known as the "PARTIES".

RECITALS:

(a) WHEREAS, the City and the Consultant desire to enter into a "Professional Services Agreement",

(b) NOW, THEREFORE, in consideration for the mutual obligations contained herein the City and the Consultant, each intending to be legally bound by this agreement, hereby mutually covenant and agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide to the City specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the City. The following Scope of Services shall be incorporated into this contract as general services performed by the City and the Consultant under this agreement.

1.1 The City, with assistance from Consultant, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The City shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant to provide the services identified in sections 1.2 and 1.3 below. The City agrees to furnish and assist the Consultant with the following:

(a) The City agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the City and made available to the Consultant and/or insurance payers upon request. The amounts to be billed will be determined by the City in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit.

(b) The City agrees to furnish the Consultant with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Consultant. Copies of any payments made directly to the City will be forwarded to the Consultant for accounting purposes in a timely manner. The City agrees to generate any refund checks due to overpayments identified by the Consultant directly to the payer to which the refund is due, based on detailed information provided by the Consultant. The City shall provide additional available information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the City.

(c) The City agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the City and administered by Consultant as part of the Scope of Services performed under this agreement.

1.2 Upon receipt of the PCRs and Batch Log from the City, the Consultant shall: set up a patient account in Consultant's proprietary software application and create a patient record; perform all billing operations including follow up statements and any necessary rebilling of EMS patient transport services provided by the City to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims per payer's rules and regulations within the legal boundaries of all federal and state laws; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the City; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim.

1.3 The Consultant shall: receive at its facilities all payments (except those directly deposited into the City's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the City's "deposit only" account; forward deposit information to the City within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the City. The Consultant shall provide to the City a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. The City may choose to receive additional reports.

1.4 The Consultant shall provide live customer service to City's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services.

2. FEES, EXPENSES, & PAYMENT. For and in consideration of the services provided by the Consultant identified above, the City shall pay to the Consultant an amount not to exceed \$20.00 per transport for invoices dated 2019, and \$21.50 per transport for invoices dated 2020, and \$23.00 per transport for invoices dated 2021 and thereafter until mutually agreed upon via amendment to the Agreement. In addition, the City will pay actual postage for patient invoices, statements, and Certified Mail PCS requests per the Scope of Services performed under this agreement. The City shall remit payment for services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's monthly invoice to the City.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this agreement.

4. TERM OF AGREEMENT. The Consultant shall commence the work called for in this agreement on the date of the agreement and perform such work uninterrupted and automatically renew upon the anniversary date

unless the agreement is terminated by either party. This agreement may be amended upon the anniversary date by the parties upon mutual agreement of terms and conditions with the acknowledgement of an amendment to the Professional Services Agreement to be signed by both parties of the agreement.

5. SCHEDULE OF ATTACHMENT EXHIBITS. The following attachments are acknowledged by the parties and made part of this Agreement.

- # 1: Rates to be charged per transport [to be provided by the City]
- # 2: EMS Policies to be administered [to be provided by the City]
- # 3: State of Washington Records Storage Policy
- # 4: Systems Design Liability Insurance policies
- # 5: Business Associate Agreement

6. INDEPENDENT CONSULTANT STATUS. The Consultant performs this Agreement as an independent Consultant, not as an employee of City. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of City and an independent Consultant.

7. TERMINATION. Either party may terminate this agreement with a minimum of 90 days' notice to the other party. The Consultant shall upon termination by either party provide 90 days of follow up service to the outstanding patient accounts including posting payments, making deposits, and three (3) months of follow up reports to the City. Consultant shall deliver and document the return of all documentation in Consultants possession per the attached "Records Storage Agreement".

8. INSURANCE.

Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

The Consultant shall maintain statutory minimum Worker's Compensation or Labor and Industry insurance as required by the laws of any state or country in which Services are performed.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and

advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Information Technology-Network Security (Cyber) Liability In the minimum amount of \$1,000,000 each occurrence. This shall include but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Service Provider's internet and network activities including coverage for, but not limited to the following events:

An attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Service Provider's or Vendor's computer system.

- Computer crime of information theft

- Denial of Service

- Extortion

- Introduction, implantation or spread of Malware

- Loss of Service

- Identity theft

- Infringement

- Electronic data loss and restoration

Unauthorized access or use including the gaining of access to Service Provider's computer systems by an authorized person or persons or an authorized person in an unauthorized manner

Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

9. END USER SOFTWARE LICENSE & CONFIDENTIAL INFORMATION. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all Information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning City and Consultant's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

9.1 TREATMENT OF CONFIDENTIAL INFORMATION. City's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". City shall protect the deliverables resulting from Services with the same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from City; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the City and provided further that diligent efforts are undertaken to limit disclosure.

9.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the City, it will be necessary for the Consultant to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part

of this agreement as an attachment to this agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this agreement.

9.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Consultant may use or disclose PHI for any use or disclosure that is required by law.

10. INDEMNITY. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence or misconduct of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. SURVIVABILITY. The terms of Section 8 and 9 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the parties to disclose PHI for the continued operations of "Payment".

12. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

13. NOTICE. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party related to any of the content of this agreement shall be presented in writing and served personally or sent by prepaid, first class mail to the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing.

City: City of Clarkston
820 5th Street
Clarkston, WA 99403-2634

Consultant: Systems Design West, LLC
19265 Powder Hill PI NE
Poulsbo, WA 98370

14. NONWAIVER. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

15. APPLICABLE LAW. The laws of the State of Washington shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court in the State of Washington.

16. CONFLICT OF INTEREST. The Consultant covenants, warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Consultant further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Consultant in the future.

17. ENTIRE AGREEMENT. This Agreement and any schedules, appendices, attachments and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties of this Agreement hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete and exclusive statement of the agreement between the parties.

The Parties hereby agree to all of the above terms, conditions, covenants and have executed this Agreement by a duly authorized representative.

INTENTIONALLY BLANK, SIGNATURES NEXT PAGE

Dated this _____ day of _____, 2018

City of Clarkston

By: _____

Print: _____

Title: _____

Dated this 6th day of December, 2018

Systems Design West, LLC
"Consultant"

By: 

Print: Jennifer Braus

Title: CEO

CONTRACT FOR PROFESSIONAL SERVICES

The City of Clarkston, Washington And The Wesley Group

This contract entered into between the City of Clarkston, Washington, hereinafter called "City" and The Wesley Group hereinafter called "Contractor" is effective as of January 1, 2019. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

A. The Contractor shall perform as principal spokesperson for the City in any and all bargaining and related contract administration services with Fire; Police; Non-Commissioned; Streets Employees; and Supervisory and Administrative employees including the development of proposals, bargaining strategy and furnishing advice to the City staff and City Council. Research essential to the above tasks will also be provided, by the Contractor, as needed. Additionally, the Contractor agrees to provide labor contract administration services as and if required upon request, including those related to grievances and arbitration, unfair labor practice charges, unit clarification petitions or other hearings before the Public Employment Relations Commission and labor contract interpretation and advice. All negotiations will begin with a communication between the Contractor and City Council.

B. Interest arbitration hearings, grievance arbitrations, mediations or unfair labor practice hearings may, by agreement in advance between the parties, be billed at an additional \$100.00 per hour.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The City shall support the bargaining effort by providing parameters; administrative support in preparing for interest arbitration; financial and clerical support as is mutually determined to be necessary (on-site typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the City shall pay the sum of Nine Thousand Six Hundred Dollars (\$9600.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2018. Each monthly payment to be Eight Hundred Dollars (\$800.00). Actual mileage expense between Kennewick and Clarkston

shall be reimbursed at \$.48.5 per mile. Other essential incidental expenses incurred by the Contractor including telephone toll charges, clerical/copying, facsimile costs and other reasonable expenses such as meals and lodging incurred in the event of extended bargaining or consultation with City officials requiring overnight lodging will be reimbursed at actual cost.

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and/or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.

ARTICLE V - INDEPENDENT CONTRACTOR

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the City in the performance of this contract.

ARTICLE VI - TERM OF CONTRACT

This contract shall be effective for the period beginning with January 1, 2019 through December 31, 2019.

Contractor:

City of Clarkston:



Kevin Wesley
President
The Wesley Group
PO Box 7164
Kennewick, WA 99336-0616
Phone 509-735-6075

Mayor

City Clerk

9.28/2018
Date

Date

AGREEMENT FOR JANITORIAL SERVICES

Agreement made this 10th day of December, 2018, between Marcie Bayless (Contractor) and the City of Clarkston (City).

Contractor will provide and perform for the City the services described in the attached Task Schedule.

All personnel furnished by Contractor will be employees of Contractor and Contractor will pay all salaries and expenses and all payroll taxes and will carry workmen's compensation insurance for such personnel.

Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services.

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor is responsible for the direct supervision of its personnel. It is agreed that Contractor will remove from services any of its personnel, who, in the reasonable opinion of the City, are guilty of improper conduct or are not qualified to perform the work assigned them. Background checks will be performed on contractor and any employees assigned to work under this agreement. Fingerprinting is required of contractor and any employees working under this agreement.

In exchange for performance of services the City shall make payment to the Contractor at the rate of \$700.00 per month for City Hall and \$550.00 per month for the Police Station. Services outside the scope of this agreement may be performed for additional compensation. The Contractor will bill the City monthly for services. Invoices will be paid within 15 days of billing.

This agreement shall continue in effect from the date services begin, but may be terminated by either party with thirty (30) days written notice.

City of Clarkston

Monika Lawrence, Mayor

Marcie Bayless, Contractor

RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING THE 2019 POSITION ALLOCATION LIST.

THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Position Allocation List Approved. The 2019 Position Allocation List as set forth on Exhibit A, which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby approved.

Section 2. Effective Date. All allocations for the various positions indicated on the attached Exhibit A will become effective January 1, 2019.

DATED this 10th day of December, 2018.

Monika Lawrence, Mayor

ATTEST:

Steve Austin, City Clerk

EXHIBIT A
RESOLUTION NO. 2018-11
2019 POSITION ALLOCATION LIST

REPRESENTATION:

F - International Association of Fire Fighters - Local 2299
L - Street/Sanitation/Sewer/ Supervisory/Administrative - Local 1476-ACL-C
P - Clarkston Police Officers Guild
PS -Police Support

OTHER:

C - Contract
E - Elected
N - Non-Represented
T - Temporary
V – Volunteers
R – Reserves, Fire/Ambulance
(M) FLSA EXEMPTIONS:

CURRENT EXPENSE FUND

LEGISLATIVE

E Councilmember
E 7

EXECUTIVE

E Mayor
E 1

FINANCIAL AND RECORDS SERVICES

(ALSO see Street, Sewer and Sanitation for all positions in this unit)
N (M) City Clerk/Treasurer (25% Time)
L Deputy Clerk/Treasurer (PR) (25% Time)
L Deputy Clerk/Treasurer (Ut) (13% Time)
L Finance Clerical Asst., (16% Time)
*N .25 - L .54

LEGAL

C City Attorney
C 1.0

LAW ENFORCEMENT

N (M) Police Chief
N Commander
P Senior Sergeant
P Senior Sergeant
P Jr./Senior Sergeant
P Police Officer 1st, 2nd or 3rd Class - Investigator
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class – Narcotics
P Police Officer 1st, 2nd or 3rd Class – School Resource Officer
PS Records Clerk
PS Support Services / Animal Control
V Reserves/Volunteers
*P 12.0 - PS 2.0 - N 2.0

FIRE CONTROL

N (M) Fire Chief (70% Time)
F Fire Captain
F Fire Captain
F Firefighter 1st, 2nd or 3rd Class
F Firefighter 1st, 2nd or 3rd Class
F Firefighter, 1st, 2nd or 3rd Class
F Firefighter, 1st, 2nd or 3rd Class
L Admin Asst., .75 FTE (75% Time)
V Volunteer(s)
R Reserves
*N .7 - F 6.00 - L .56

HOUSING AND COMMUNITY DEVELOPMENT

N (M) Public Works Director/Building Inspector (35% Time)
L Building Inspector / Code Enforcement
N .35 – L 1.0

PARKS

L Park Caretaker (Parks, Streets, Sanitation Rover)
T Seasonal Park Laborer
L 1.0 – T .5

SUMMARY:

E - 8.00**
F - 6.00
L - 3.14
N - 3.30
P - 12.00
PS - 2.0
T - .5

CURRENT EXPENSE TOTAL ALLOCATED POSITIONS *26.94*

** Not included in totals.

AMBULANCE / EMS

N (M) Fire Chief (30% Time)
F Fire/EMS Captain
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
L Admin Asst., .75 FTE (25% Time)
R Reserves
V Volunteer(s)

*N .3 - F 6.00 - L .19

EMS TOTAL ALLOCATED POSITIONS *6.45*

STREET

Administrative Positions:

N (M) City Clerk/Treasurer (25% Time)
L Deputy Clerk/Treasurer (PR) (15% Time)
L Secretary (10% Time)

N (M) Public Works Director (17.5% Time)
L Superintendent - (70% Time)
L Equipment Operator
L Equipment Operator
L Equipment Operator

*N .425 - L 3.95

SUMMARY:

L - 3.95
N - .425

STREET TOTAL ALLOCATED POSITIONS *4.375

SANITATION

Administrative Positions:

- N (M) City Clerk/Treasurer (25% Time)
- N (M) Public Works Director (23.5% Time)
- L Deputy Clerk/Treasurer (PR) (30% Time)
- L Deputy Clerk/Treasurer (Ut) (35% Time)
- L Finance Clerical Asst. (35% Time)

L Street Superintendent (30% Time)

L Driver

L Driver

L Driver

L Driver

L Driver - Yardwaste

T Seasonal (.5)

N .485 - L 6.30 – T 0.5

L - 6.30

N - .485

T - .5

SANITATION TOTAL ALLOCATED POSITIONS

*7.285

SEWER

Administrative Positions:

- N (M) City Clerk/Treasurer (25% Time)
- N (M) Public Works Director (24% Time)
- L Deputy Clerk/Treasurer (PR) (30% Time)
- L Deputy Clerk/Treasurer (Ut) (35% Time)
- L Finance Clerical Asst. (35% Time)

L Superintendent

L Sewer Plant Operator

L Sewer Plant Operator

L Sewer Plant Operator

L Sewer Plant Operator

*N .49 - L 5.83 *

L - 6.0

N - .49

SEWER TOTAL ALLOCATED POSITIONS

6.49

STORMWATER

Administrative Positions:

L Deputy Clerk/Treasurer (Ut) (17%)
L Finance Clerical Asst. (14%)
* L .31 *

.31

SUMMARY ALL DEPARTMENTS:

TOTALS

E - 8.00**
F/EMS - 12.00
N - 5.00
L - 19.75
P - 12.00
PS - 2.0
T - 1.0

TOTAL ALLOCATED POSITIONS (** Not included in totals)

*51.75

Elected: 8.00
Total: 59.75

ORDINANCE NO. 1612

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1590 WHICH ADOPTED THE 2018 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2018 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2018 budget, now therefore,

THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Budget Amended. Section 2 of Ordinance No. 1578 passed by the City Council on December 27, 2016, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
CURRENT EXPENSE (001)	9,897	
STREET FUND (103)	94,042	
TBD FUND (104)		165,000
AMBULANCE FUND (120)	49,201	
EMS RESERVE (121)		44,543
SEWER O & M FUND (400)	50,178	
STORMWATER (409)	503,461	
TOTALS	706,779	209,543

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2018 budget on or before December 31, 2018, as set forth in attached Exhibit A.

Section 3. Severability Clause. 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 portion of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect upon the signing hereof by the Mayor, attestation by the City Clerk and publication as required by law.

DATED the 20th day of December, 2018.

Authenticated:

Monika Lawrence, Mayor

Steve Austin, City Clerk

**BUDGET AMENDMENT No 1 - 2018
ORDINANCE NO. 1612**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
GENERAL FUND				
001 000 001 308 80 00 00	\$ 1,092,383	\$ 45,446	\$ 1,137,829	Adjust to Actual
TTL REVENUES	\$ 1,092,383	\$ 45,446	\$ 1,137,829	
001 000 059 518 10 41 20	\$ 9,000	\$ 4,774	\$ 13,774	The Wesley Group
001 000 059 518 90 46 00	\$ 86,994	\$ 6,994	\$ 93,988	Liability Increase
001 999 001 508 80 00 00	\$ 642,913	\$ 33,679	\$ 676,592	Adjust Ending Balance
TTL EXPENDITURES	\$ 738,907	\$ 45,446	\$ 784,353	
CURRENT EXPENSE RESERVE				
004 000 041 308 80 00 00	\$ 683,066	\$ 3,247	\$ 686,313	Adjust for Actual Beg Bal
004 999 041 508 80 00 00	\$ 754,066	\$ 3,247	\$ 757,313	Adjust End Balance
		\$ -		
EMPLOYEE BENEFIT RESERVE				
006 000 042 308 80 00 00	\$ 161,782	\$ 483	\$ 162,265	Adjust to actual
006 999 042 508 80 00 00	\$ 212,082	\$ 483	\$ 212,565	Adjust End Balance
COMMUNITY ENHANCEMENT PROJECTS				
007 000 043 308 80 00 00	\$ 39,118	\$ 164	\$ 39,282	Adjust to actual
007 999 043 508 80 00 00	\$ 39,218	\$ 164	\$ 39,382	Adjust Ending Balance
NATIONAL NIGHT OUT FUND				
010 000 066 308 80 00 00	\$ 3,195	\$ 17	\$ 3,212	Adjust to actual
010 999 066 508 80 00 00	\$ 3,200	\$ 17	\$ 3,217	Adjust End Balance
VICTIM RIGHTS FUND				
011 000 051 308 80 00 00	\$ 24,206	\$ 6,421	\$ 30,627	Adjust to actual
011 999 051 508 80 00 00	\$ 8,306	\$ 6,241	\$ 14,547	Adjust End Balance
VEHICLE REPLACEMENT FUND				
016 000 220 308 80 00 00	\$ 318,880	\$ 7	\$ 318,887	Adjust to actual
016 999 220 508 80 00 00	\$ 387,750	\$ 7	\$ 387,757	Adjust End Balance
D.A.R.E. FUND				
017 000 063 308 80 00 00	\$ 4,808	\$ 8	\$ 4,816	Adjust to actual
017 999 063 508 80 00 00	\$ 4,808	\$ 8	\$ 4,816	Adjust End Balance

**BUDGET AMENDMENT No 1 - 2018
ORDINANCE NO. 1612**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
RESCUE UNIT ONE FUND				
102 000 081 308 80 00 00	\$ 6,784	\$ 2,593	\$ 9,377	Adjust to actual
102 999 081 508 80 00 00	\$ 4,984	\$ 2,593	\$ 7,577	Adjust End Balance
STREET FUND				
103 000 130 308 80 00 00	\$ 131,502	\$ 21,086	\$ 152,588	Adjust to actual
103 000 130 334 03 80 00	\$ -	\$ 7,150	\$ 7,150	6th Street Relight Grant
103 000 130 333 20 20 50	\$ -	\$ 14,005	\$ 14,005	Grantham
103 000 130 344 10 48 90	\$ -	\$ 4,009	\$ 4,009	Contracted Maintenance
103 000 130 397 42 00 70	\$ 120,000	\$ 165,000	\$ 285,000	Sealcoating & Sidewalk
TTL REVENUES	\$ 251,502	\$ 211,250	\$ 462,752	
TBD FUND				
103 000 132 595 63 63 00	\$ -	\$ 18,866	\$ 18,866	Streetlight Improvements
103 000 130 542 30 31 62	\$ 200,000	\$ 5,347	\$ 205,347	Sealcoat project
103 000 130 542 51 48 40	\$ 10,000	\$ 68,715	\$ 78,715	2018 Sidewalk
103 000 130 542 67 47 30	\$ -	\$ 1,114	\$ 1,114	Street Sweepings
103 999 130 508 80 00 00	\$ 43,552	\$ 117,208	\$ 160,760	Adjust End Balance
TTL EXPENDITURES	\$ 253,552	\$ 211,250	\$ 464,802	
STREET DEPT RESERVE				
104 000 134 308 10 00 00	\$ 791,113	\$ 6,192	\$ 797,305	Adjust to Actual
104 000 134 597 42 00 70	\$ 120,000	\$ 165,000	\$ 285,000	Sealcoating & Sidewalk
104 000 134 508 10 00 00	\$ 1,174,113	\$ (165,000)	\$ 1,009,113	Adjust End Balance
DRUG ENFORCEMENT FUND				
108 000 064 308 80 00 00	\$ 24,404	\$ (1,220)	\$ 23,184	Adjust to actual
108 999 064 508 80 00 00	\$ 12,504	\$ (1,220)	\$ 11,284	Adjust End Balance
AMBULANCE / EMS				
120 000 084 308 80 00 00	\$ 209,665	\$ 33,978	\$ 243,643	Adjust to actual
120 000 084 322 93 40 00	\$ -	\$ 12,941	\$ 12,941	Medicaid GEMT
120 000 084 397 22 00 10	\$ 120,000	\$ 44,543	\$ 164,543	Purchase Demo Amb
TTL REVENUES	\$ 329,665	\$ 91,462	\$ 421,127	

**BUDGET AMENDMENT No 1 - 2018
ORDINANCE NO. 1612**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
120 000 084 522 70 41 20	\$ 3,750	\$ 6,235	\$ 9,985	The Wesley Group
120 000 084 594 22 64 10	\$ 120,000	\$ 44,543	\$ 164,543	Purchase Demo Amb
120 999 084 508 80 00 00	\$ 156,858	\$ 40,685	\$ 197,543	Adjust End Balance
TTL EXPENDITURES	\$ 280,608	\$ 91,462	\$ 372,070	
EMS RESERVE				
121 000 082 308 80 00 00	\$ 144,866	\$ 153	\$ 145,019	Adjust to actual
121 000 082 597 22 00 10	\$ 120,000	\$ 44,543	\$ 164,543	Increase for Vehicle
121 999 082 508 80 00 00	\$ 91,388	\$ 153	\$ 91,541	Adjust End Balance
LODGING TAX FUND				
130 000 211 308 80 00 00	\$ 569,006	\$ 7,043	\$ 576,049	Adjust to actual
130 999 211 508 80 00 00	\$ 576,506	\$ 7,043	\$ 583,549	Adjust End Balance
MUNICIPAL CAPITAL IMPROVEMENT				
306 000 240 308 80 00 00	\$ 333,545	\$ 936	\$ 334,481	Adjust to actual
306 999 240 508 80 00 00	\$ 394,345	\$ 936	\$ 395,281	Adjust End Balance
SEWER O & M FUND				
400 000 140 308 80 00 00	\$ 663,906	\$ 45,447	\$ 709,353	Adjust to Actual
400 999 140 508 80 00 00	\$ 731,920	\$ 45,447	\$ 777,367	Adjust end balance
EQUIPMENT RESERVE FUND				
401 000 141 308 80 00 00	\$ 111,433	\$ 310	\$ 111,743	Adjust to actual
401 999 141 508 80 00 00	\$ 71,883	\$ 310	\$ 72,193	Adjust end balance
SEWER LINE RESERVE				
402 000 142 308 80 00 00	\$ 546,771	\$ 1,746	\$ 548,517	Adjust to actual
402 999 142 508 80 00 00	\$ 569,271	\$ 1,746	\$ 571,017	Adjust End Balance
SEWER CAPITAL REPLACEMENT				
403 000 143 308 80 00 00	\$ 122,574	\$ 402	\$ 122,976	Adjust to actual
403 999 143 508 80 00 00	\$ 142,874	\$ 402	\$ 143,276	Adjust End Balance
SEWER RESERVE FUND				
404 000 144 308 80 00 00	\$ 129,346	\$ 423	\$ 129,769	Adjust to actual
404 999 144 508 80 00 00	\$ 129,946	\$ 423	\$ 130,369	Adjust End Balanced

**BUDGET AMENDMENT No 1 - 2018
ORDINANCE NO. 1612**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
SEWER CONSTRUCTION				

405 000 145 308 10 00 00	\$ 120,873	\$ 30,938	\$ 151,811	Adjust to Actual
405 000 145 594 35 63 00	\$ -	\$ 50,178	\$ 50,178	Sunrise Lift Station
405 000 145 508 10 00 00	\$ 121,073	\$ (19,240)	\$ 101,833	Adjust End Balance
SEWER REVENUE BOND				
406 000 146 308 80 00 00	\$ 14,915	\$ 762	\$ 15,677	Adjust to actual
406 000 146 508 80 00 00	\$ 18,165	\$ 762	\$ 18,927	Adjust to actual
PWTF LOAN				
407 000 147 308 80 00 00	\$ 4,075	\$ 578	\$ 4,653	Adjust to Actual
407 999 147 508 80 00 00	\$ 3,995	\$ 578	\$ 4,573	Adjust End Balance
SRF LOAN				
408 000 148 308 80 00 00	\$ 4,495	\$ (249)	\$ 4,246	Adjust to Actual
408 999 148 508 80 00 00	\$ 4,784	\$ (249)	\$ 4,535	Adjust End balance
STORMWATER FUND				
409 000 049 308 80 00 00	\$ 42,236	\$ (31,328)	\$ 10,908	Adjust to Actual
409 000 049 334 03 10 00	\$ -	\$ 434,397	\$ 434,397	2018 Stormwater Proj
	\$ 42,236	\$ 403,069	\$ 445,305	
409 000 049 594 31 63 00	\$ -	\$ 479,767	\$ 479,767	Stormwater Project
409 000 049 594 31 63 10	\$ -	\$ 16,740	\$ 16,740	Stormwater Project
409 000 049 594 31 63 20	\$ -	\$ 6,954	\$ 6,954	Stormwater Project
409 999 049 508 80 00 00	\$ 54,890	\$ (100,391)	\$ (45,501)	Adjust end Balance
	\$ 54,890	\$ 403,069	\$ 457,959	
SANITATION O & M FUND				
410 000 150 308 80 00 00	\$ 129,756	\$ (1,807)	\$ 127,949	Adjust to actual
410 999 150 508 80 00 00	\$ 101,782	\$ (1,807)	\$ 99,975	Adjust End Balance
SANITATION EQUIPMENT RESERVE				
411 000 151 308 80 00 00	\$ 30,475	\$ 104	\$ 30,579	Adjust to actual
411 999 151 508 80 00 00	\$ 50,575	\$ 104	\$ 50,679	Adjust End Balance
TOTAL REVENUES		\$ 751,228		
TOTAL EXPENDITURES		\$ 710,226		

**BUDGET AMENDMENT No 1 - 2018
ORDINANCE NO. 1612**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
Other Rev		\$ 209,543		
Other Exp		\$ 209,543		

ORDINANCE NO. 1613

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the Mayor of the City of Clarkston, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expense of government of the City for the fiscal year ending December 31, 2019; and

WHEREAS, a notice was published that the City Council would meet on December 20, 2018 at 6:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2019; and

WHEREAS, the 2019 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Clarkston for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Clarkston for the 2019 fiscal year and being sufficient to meet the various needs of the City of Clarkston during that period;

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

Section 1. The budget for the City of Clarkston, Washington, for the year 2019 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2019 FINAL BUDGET, CITY OF CLARKSTON, copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Clarkston, and aggregate totals for all such funds combined, for the year 2019 are set forth in summary form on Exhibit A

(attached) and are hereby appropriated for expenditure at the fund level during the year 2019 as set forth on Exhibit A.

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the State Auditor's Office and the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after publication of the attached summary, which is hereby approved.

Dated this 20th day of December, 2018

Monika Lawrence, Mayor

Authenticated:

Steve Austin, City Clerk

SUMMARY OF ORDINANCE NO. 1613
OF THE CITY OF CLARKSTON, WASHINGTON

On December 20, 2018, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1613, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of December 20, 2018.

Steve Austin, City Clerk

Published: _____