

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, MARCH 12, 2018**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
February 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:**

- 6. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills – Mar 12**
 - B. Public Safety – Mar 6**
 - C. Public Works – Mar 6**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS: None**

- 8. NEW BUSINESS:**
 - A. Sanitary Sewer Easement – 450 Bridge Street (Public Works)**
 - B. Agreement for Professional Services – Traffic Impact Analysis - Walmart (Public Works)**
 - C. Hach Service Partnership Agreement (Public Works)**
 - D. ZC-2018-01 Findings of Fact & Conclusion of Law (Public Works)**
 - E. Ordinance 1593 – Zone Map Change 801 Elm Street, 1st Reading (Public Works)**

- 9. COUNCIL COMMENTS:**

- 10. QUESTIONS FROM THE PRESS:**

- 11. EXECUTIVE SESSION: None**

- 12. ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
February 26, 2018

ROLL CALL: Pat Holman, Russ Evans, Joel Profitt, Skate Pierce, Belinda Campbell, Brian Kolstad, John Murray. Mayor Lawrence excused, Mayor Pro Tem Pierce presiding.

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

AGENDA CHANGES: Add Item D under New Business – Authorize date change for Interlocal Agreement on Solid Waste.

APPROVAL OF MINUTES: Minutes of the February 12, 2018 Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. From the Public: None

B. From Mayor: None

C. From Staff or Employees: None

COMMITTEE REPORTS

Finance/Admin: Councilmember Murray reported the bills were reviewed and approved for payment. Total expenditures for the February 26, 2018 period of \$177,787.73. MOTION BY KOLSTAD/CAMPBELL to approve the bills as read.

Public Safety: Councilmember Campbell reported that Public Safety met February 20. Jock Pring wanted to address the committee regarding crime statistics in the City of Clarkston. He presented graphs depicting that our crime rates are higher than those surrounding us and also higher than the average national crime rates. He would like some feedback on what we, the City can do to lower crime and what he can do as a private citizen and business owner to help make Clarkston safer. One of the questions that Mr. Pring addressed was consolidation of services with the City of Asotin, Asotin County, City of Clarkston and possibly at a later date, with the City of Lewiston and Nez Perce County. Police Chief Hastings suggested that the numbers tend to be a little skewed as a new reporting system was enacted in 2012. For example, a group of 4 kids takes a vehicle for a joy ride. It used to be that that would be counted as a single crime. Now, each kid involved is counted as a separate crime. Instead of one, you now have four crimes committed. Another thing the residents of Clarkston should know is that most of Clarkston's crime is property crime as opposed to violent crime. Theft is Clarkston's primary crime and a large percentage of those committed are shopliftings. There was an increase in shoplifting in 2012 and those numbers have remained high. The reporting is also based on population numbers of Clarkston, not on the amount of population at any given time during the day. Again, as an example, our little city grows from a population of 7700 during the day to as much as 30,000 and even more during the holiday season. It's unusual for a city of our size to have two big retail stores. It is also worth noting that our crime clearance rate is higher than the national average.

Public Works: Councilmember Pierce reported that The National Fitness Campaign has discussed with us a fitness court placed in one of our parks. It's a multi-modal exercise facility for a variety of citizens. It covers all ages and many ability levels. Cost is \$120,000 and comes with a \$10,000 grant. We would need to look for private contributions, or possibly include it in our FLAP grant application. We will wait to establish our Board of Commissioners for parks to develop a parks master plan. This will help us in the search for more funding opportunities. A video of the program is available at <https://nationalfitnesscampaign.com/video>

A Washington Cities Insurance Authority grant could entirely pay for the demolition of the pool. The pool material would come close to filling the hole, but some fill would need to be imported to the spot to level it.

Wastewater Treatment Plant has an issue with an overgrowth of the Water Flea in our clarifying pool. This requires frequent attention to clear equipment. The water flea is used as the standard for clean water from effluent. If the water is clean enough for the water flea to survive it can be discharged into bodies of water. So it's a good problem to have. We're looking to bring in Bluegill, a freshwater fish in the sunfish family, to assist with our problem. Bluegill thrive on water fleas and create less waste than other fish. We will be the first municipality to attempt this. The cost should be between \$300-\$400 to purchase the fish at \$.75 each.

We need to redefine our legal definition for the easement that allows us to discharge our effluent into the river, and complete a study and survey of the easement. This is being required by our State Department of Natural Resources. New vocabulary word, thalweg. The lowest point in a valley or riverbed. Sidewalk project notices will be sent out to homeowners next week. Bid requests will go out soon after. Homeowners not included in our initial list have reached out to the city to be included in the project. We will be able to include them and any others.

Our Transportation Master Plan is being scored currently. This means we are selecting our consultants based on their bid applications. Keller and Assoc. and Morrison & Maierle are the two consultants being considered. Campbell requested clarification on water flea issue. PWD Poole explained the issue concerning the procedure of the water purification, explaining that the processed water is able to be reused by the plant, saving money on operation costs.

Outside Organizations: Councilmember Campbell attended the Cruise Boat industry meeting. Committees formed to address issues with keeping the Cruise Boats coming to the valley. Committees were formed that will explore beautification of the area, providing transportation and other opportunities to provide for the passengers and crew of the boats. The Lodging Tax committee will meet on March 7. Evans informed that he is on the Transportation and Welcoming Committees and they will have meetings this coming week.

UNFINISHED BUSINESS: None

NEW BUSINESS:

A. WCIA Risk Reduction Grant Program Application Approval (Public Works) PWD

Poole explained grant for \$23,800 to provide funds to reduce City risk by filling in the pool and covering with gravel. Motion by PROFIT/EVANS to apply for the grant. Motion Carried

B. 2018 WA FLAP Grant Application – Highland to Snake River Access (Public Works)

PWD Poole advised that due to the matching costs for the Chestnut Beach access being \$480,000 this grant would not be applied for at this time. The City may apply for this in two years. Motion by KOLSTAD/HOLMAN to table the grant application. Motion Carried

C. 2018 WA FLAP Grant Application – Chestnut Beach Access (Public Works) PWD Poole

explained grant of \$3,543,681.55 with a match of \$473,391.91 to provide funds to provide an ADA approved pedestrian/bike access to Chestnut Beach. Motion by KOLSTAD/EVANS to apply for the grant. Motion Carried

D. Solid Waste Master Plan Interlocal Agreement modification of dates (Public Works)

PWD Poole explained that the county needs approval to amend the dates of the current Interlocal agreement. Motion by MURRAY/KOLSTAD to modify the dates on the master plan and Interlocal agreement. Motion Carried

COUNCIL COMMENTS: Councilmember Campbell asked Commissioner Shinn if it was approved to provide leave for the officer with wife with cancer. Shinn provided information regarding gifting of

leave to employees that require it. Shinn also thanked the council for attendance at town hall and advised that there will be a committee for new jail.

PRESS QUESTIONS: None. A question from a student as to which pool would be closed. Mayor Pro Tem Pierce advised it would be the old pool/skate park at Beachview Park.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Meeting adjourned at 7:31p.m.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 02/26/18	Ck # 65779-65819	\$46,368.86
Payroll 02/20/18	Ck# 65761-65775	\$131,418.87

DRAFT

Public Safety Meeting
03-06-2018

In attendance: Chief Hastings, Chief Cooper, Council members Russ Evans, Pat Holman, Belinda Larsen

Chief Hastings began with a discussion regarding the current jail. During a town hall meeting with the County Commissioners, the Chief joined a committee to determine what can be done in regards to finding funding to build a new jail. With the current overcrowding, offenders are arrested and a judge makes the determination based on the offense, which defendant goes right back out on the street. Some prisoners are being kept at the Nez Perce County jail while others are just being required to answer to a parole officer. Where a parole officer would normally have a case load of possibly 20 parolee's, the officer now has maybe a hundred or more. There are no deterrents in place to keep offenders from re-offending. Nez Perce County was able to pay off the bond on its jail early with money earned from other cities and county's inmate rent.

School violence is finding its way to all of our local schools. Just last week, an 18 year old was arrested for making threats at Clarkston High School. Last month, a man was arrested at Walla Walla Community College for the same offense. Thanks to students at both schools, both men were arrested before they could commit any action on their threats. Our schools are very vulnerable. Staff training on ALICE has been implemented but we need to correct this with long term solutions. Be it security guards, metal detectors, streamlining or funneling the entry and exits into the schools. A perimeter fence. We can't get complacent. When you think it can't happen here, it can.

Chief Cooper reviewed the possibility of an ambulance rate increase for 2018, not 2019 as previously stated in our minutes. We will have a discussion regarding a rate increase during our next meeting.

GEMT (ground emergency medical transport) is ready to be submitted by the end of March. Our consultants have determined that during the first full year, we could possibly receive close to \$140,000 in revenue before costs. After costs, we are still looking at \$116,000.

The Chief also covered the standard operating procedures used during special hazard prompts and activation of emergency operations. Special hazards planning of natural events include wind storms, flash flooding, landslides, wildland fire, earthquakes and dam failure to name a few. The Chief gave us the "event", the predicted location and the actions that would be possibly taken during the emergency.

January 29, 2018

Job No. 07-1229

LEGAL DESCRIPTION SANITARY SEWER EASEMENT

An easement (18.00 feet in width) for the installation, maintenance and repair of a Sanitary Sewer line over, under and upon that certain strip of land situate in the City of Clarkston, County of Asotin, State of Washington, the centerline being described as follows:

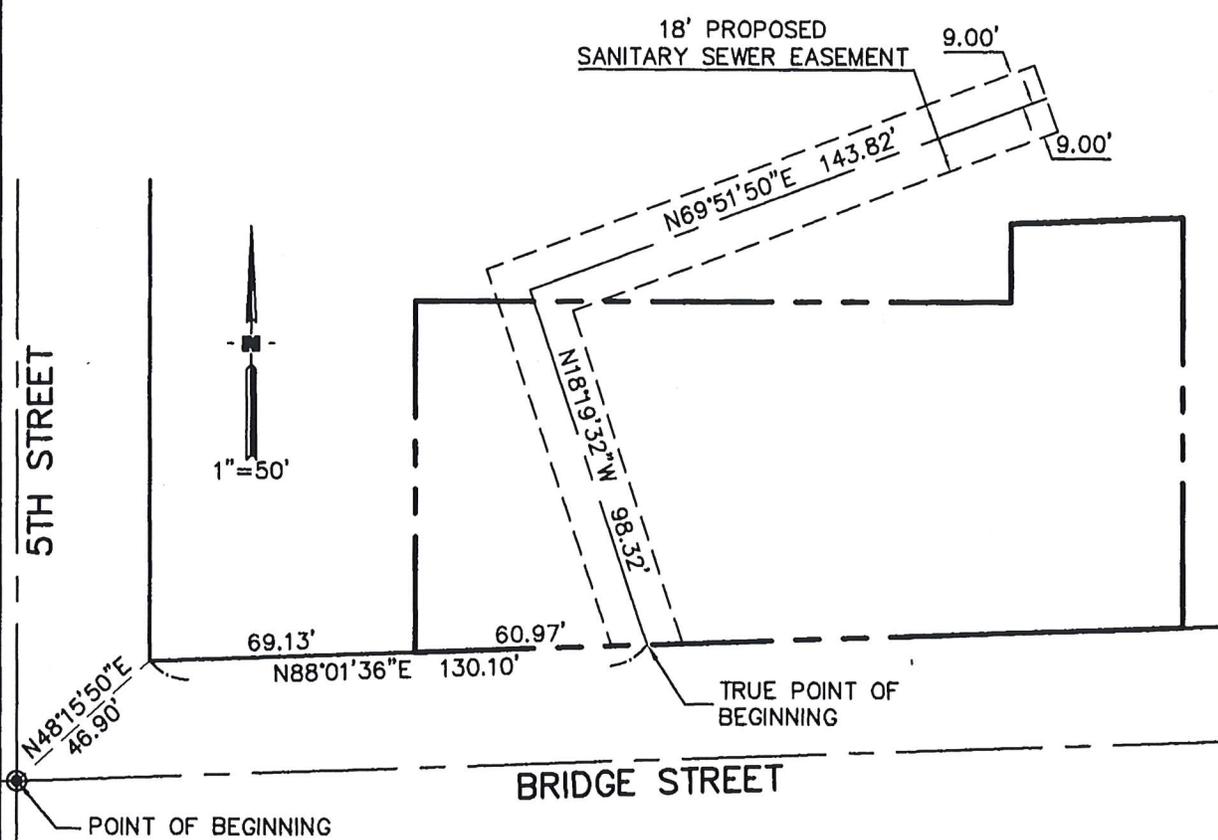
BEGINNING at the monument marking the intersection of the centerlines of Bridge Street and 5th Street; thence North $48^{\circ}15'50''$ East 46.90 feet to the intersection of the North line of Bridge Street and the East line of 5th Street; thence along said North line of Bridge Street, North $88^{\circ}01'36''$ East 130.10 feet to the **TRUE POINT OF BEGINNING** of this description; thence North $18^{\circ}19'32''$ West 98.32 feet; thence North $69^{\circ}51'50''$ East 143.82 feet to an existing sanitary sewer easement, said point being the terminus of this description.

The South terminal line of said strip of land being the North line of Bridge Street.



1-29-18

PLAT TO ACCOMANY DESCRIPTION
 SANITARY SEWER EASEMENT
 CITY OF CLARSKTON, ASOTIN COUNTY WA



1-29-18



DURYEA & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 07-1229

SANITARY SEWER LINE AND ACCESS EASEMENT AND AGREEMENT

CLC Restaurants, Inc. and Sage Creek Properties, LLC, the GRANTOR(S), in consideration of development approval and other good and valuable consideration, receipt of which is acknowledged, grant(s) to the City of Clarkston, GRANTEE, its successors and assigns, a perpetual easement to install, maintain and repair a Sanitary Sewer line with the usual services, valves, connections, accessories and appurtenances for the purpose of transmitting sewer in, through, and across a strip of land situated in Asotin County, Washington, eighteen (18) feet wide to be located on the following described real property:

PARCEL I:

A PORTION OF LOTS 3 THROUGH 9 AND A PORTION OF THE VACATED ALLEY OF BLOCK 45 OF THE CITY OF CLARKSTON, AS RECORDED IN BOOK B OF PLATS, PAGE 20, IN THE ASOTIN COUNTY COURTHOUSE ON JULY 26, 1889 OFFICIAL RECORDS OF ASOTIN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF BRIDGE STREET AND 5TH STREET; THENCE NORTH 48°15'50" EAST A DISTANCE OF 46.90 FEET; THENCE NORTH 88°01'36" EAST A DISTANCE OF 69.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 92.42 FEET; THENCE EAST A DISTANCE OF 155.83 FEET; THENCE SOUTH 0°00'36" WEST A DISTANCE OF 87.05 FEET; THENCE SOUTH 88°01'36" WEST A DISTANCE OF 155.91 FEET TO THE POINT OF BEGINNING

PARCEL II:

LOTS 10 AND 11 OF BLOCK 45 OF CLARKSTON, ACCORDING TO THE PLAT RECORDED IN BOOK B IF PLATS, PAGE 20, RECORDS OF ASOTIN COUNTY, WASHINGTON.

The easement is more particularly described on the attached Exhibit A which by this reference are made a part hereof.

This grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR(S) in order to survey and establish the route and location of the easement and the pipeline and to:

- (1) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, services, connections, accessories and appurtenances;
- (2) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline;

(3) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary.

THE GRANTEE AGREES:

- (1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said sanitary sewer pipeline(s), it will repair or replace, at its sole expense, or pay to GRANTOR(S) the reasonable value of any damages to growing crops, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.
- (2) That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said top soil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations except that the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place.

THE GRANTOR(S) AGREES:

- (1) At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE.
- (2) At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.
- (3) GRANTEE will have full and complete access at all times and any improvements built upon the easement, by the GRANTOR, that are destroyed to allow access are the responsibility of the GRANTOR.
- (4) The GRANTOR(S) warrants that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.
- (5) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR(S). The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the

heirs, executors, administrators, personal representatives, successors and assigns of
the parties hereto.

DATED this 5th day of March, 2018.

GRANTOR:

By: 
Land Owner

GRANTEE:

By: _____
City of Clarkston City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of February 13, 2018 ("Effective Date") between the **City of Clarkston** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Traffic Impact Analysis Review Services – Clarkston Walmart** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows:

Consultant will provide a moderate cursory review of the Clarkston Walmart Traffic Impact Analysis prepared on December 16, 2017 by Transportation Solutions, Inc. This review will focus primarily on the methods and findings while assuming the TIA calculations and numerical results have been completed correctly. The consultant will not re-run traffic calculations, models, or error-check computational results. Comments will be e-mailed to the City upon completion of cursory review.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete its services within 14 days.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$2,100 (two thousand one hundred dollars).

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: City of Clarkston _____

Signature: _____

Name: Monika Lawrence

Title: Mayor

Address: 829 5th Street

Clarkston, WA 99403

Date: _____

CONSULTANT: Keller Associates, Inc. _____

Signature: _____

Name: James Bledsoe

Title: Principal

Address: 131 SW 5th Avenue, Suite A

Meridian, ID 83642

Date: _____

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed twice the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 4 Partnership Number : HACH587037
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH587037 **Version :** 0.26 **Quotation Date :** 06-MAR-18
Hach Company Contact : Louf, Lori S **Service Partnership Phone :** **Expiration Date :** 16-MAR-18
Customer Ref : Renewal Quotation **Customer Contact :** POOLE, KEVIN
Customer Phone : (509) 758-1662 **Customer Fax :** **Customer Email :** clarkstonpwd@cableone.net

Bill-To Account # 114789

Ship-To Account # 114789

Customer Name	CITY OF CLARKSTON	Customer Name	CITY OF CLARKSTON	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	829 5TH ST	Address1	829 5TH ST	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	CLARKSTON-WA-99403	City,State,Postalcode	CLARKSTON-WA-99403		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPUVASPRB	16-MAR-18	15-MAR-19	Fld Svc-2V UVAS Sensor:16-MAR-2018:15-MAR-2019	1,138.00
1.1	LXV418.99.90002			db UVAS sc PROBE, 50mm ; 1484783	
2	BSPPLUSDR2800	16-MAR-18	15-MAR-19	BenchPlus-DR2800:16-MAR-2018:15-MAR-2019 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	675.00
2.1	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1233550	
3	HACH PM 2 VISIT	16-MAR-18	15-MAR-19	2 ON SITE VISITS:16-MAR-2018:15-MAR-2019	0.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 4 Partnership Number : HACH587037
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

3.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH587037	
4	FSPSC200	16-MAR-18	15-MAR-19	Fld Svc-1V SC200 Controller - NEED S/N LXV404.99.00552	240.00
4.1					
5	HACH PM EVAL 1VISIT	16-MAR-18	15-MAR-19	Field Instrument Evaluation Visit: 16-MAR-2018:15-MAR-2019 Instruments added to a Service Agreement must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges. Field Service Contract Instrument EVAL ; HACH587037 LXV404.99.00552	0.00
5.1	FIELD EVAL CONTRACT				
5.2					

Sub Total : 2,053.00
Tax: 162.19
Total : 2,215.19

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF CLARKSTON

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any

	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 3 of 4 Partnership Number : HACH587037</p> <p><i>WebSite:</i> www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by

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Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



sc200 Field Service Partnership

Your Hach **sc200** Field Service Partnership (FSP) provides: all inclusive parts and one scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Perform diagnostics and communication to sc200 sensors.
- Verify network communication via installed communication card.
- Calibrate recorder outputs for each sensor installed on the sc200
- Verify relay setup & operation if applicable
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

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DR2700/DR2800 BenchPlus Service Plan

Your Hach DR2700/DR2800 BenchPlus Service Plan provides the following at no additional charge:

- One (1) on-site visit per year for certification and preventative maintenance or one (1) basic Start-Up. (Advance notice required from the customer if Start-Up is required)
- Factory repair
- Five day turn around for repairs, preventative maintenance, and calibrations
- Toll-free Hach technical support available

Once instruments are on a Service Plan, there is no need for additional PO's throughout the year; all instrument repairs, calibration, and preventive maintenance goes through Hach's convenient return process.

During the one (1) pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Replace Halogen lamp assembly if necessary (Note: UV lamp is not a PM item and will not be covered during initial evaluation)
- Verify software version and update as necessary

Factory Repairs

- Perform required repair service including parts and labor as necessary
- Loaners of similar functionality will be provided upon request, subject to availability
- Abuse or Acts of God are not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

*Please see standard terms and conditions for limitations.



UVASsc Field Service Partnership

Your Hach **UVASsc** Field Service Partnership provides: all inclusive parts and two scheduled preventative maintenance visit performed by a Hach Field Service Technician. The Field Service Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Evaluate Hach supplied sample conditioning equipment and probe mounting devices
- Verify Sensor operation
- Calibrate with Organic light filter standard or a sample specific calibration is performed.
- Replace wiper, wiper shaft O-rings and fittings once a year or as necessary during each visit at no additional charge.
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

**BEFORE THE PLANNING COMMISSION
OF THE CITY OF CLARKSTON**

RE:)	
Zoning map amendment and zone change for ZC-2018-01, 801 Elm St.)	FINDINGS OF FACT
City of Clarkston)	
829 5 th St.)	CONCLUSIONS OF LAW
)	AND DECISION
)	

This matter having come before the Planning Commission of the City of Clarkston, Washington on February 5, 2018 for a public hearing pursuant to public notice as required by law, on a requested zone change from R-2 Medium Density Residential to NC – Neighborhood Commercial zone and update of the Zoning Map, and the Commission having heard the staff reports and recommendation of other interested parties who appeared and being fully advised in the matter, issues the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Clarkston City Code sections 17.40 and 17.90 establishes the authorization to initiate amendments to the Zoning Map and designated land use zones.
2. The City set public hearing before the Planning Commission for February 5, 2018 and provided notice to the public as required by law.
3. The Planning Commission held public hearings on February 5, 2018 and took testimony from the city staff and the public.
4. As a result of the testimony, the Planning Commission has determined that the proposed changes as presented are beneficial to the operation of the City, its obligation to the citizens and assists the City in implementing its Zoning Code.
5. a) The proposed zone change is consistent with the Comprehensive Plan Objectives A.10 and A.11 and Policy A.1.15, and A.1.16.

b) The proposed zone change provides for an establishment of a NC – Neighborhood Commercial Zone in an R2 – Medium Density Residential Zone.

c) The commercial development of the property complies with current standards for landscaping and visual shielding between R2 zone property and NC zone property.

CONCLUSIONS OF LAW

1. The proposed zone change does follow the anticipated evolution of the comprehensive plan and allows for establishment of a NC-Neighborhood commercial zone in a residential zone.
2. The proposed zone change is consistent with Comprehensive Land Use Policy;

The proposed zone change is consistent with the Comprehensive Plan and the use of NC zones for providing retail facilities and other services within an R-2 Residential zone. It is also consistent with the following Comprehensive Land Use Policies:

Objectives

A.10 – Where appropriate, new development should include planning approaches that increase physical activity, such as neighborhood commercial nodes to allow walking and cycling to local services, transit oriented development, linear parks and trails network, and siting schools and other public facilities within neighborhoods to allow easy walking.

A.11 – Mixed use developments should be allowed when the size of the development provides for planning as a cohesive neighborhood with commercial and residential uses co-existing.

Policies

A.1.15 - Continually review permitted, conditional, and prohibited uses to assure the mix of uses allowed by the zoning ordinance does not adversely impact residential neighborhoods.

A.1.16 – Review and revise development standards to buffer residential zones and/or uses from commercial and industrial uses. Such revised standards may address landscaping, berms, fences, walls, access, lighting, uses, hours of operation, or other criteria as may be appropriate.

Based on the foregoing Conclusions of Law, the Planning Commission hereby enters the following...

DECISION

1. The zone change request be approved, the Zoning Map be revised to reflect the zone change, and a recommendation supporting said changes will be made to the City Council for final action.

DATED this 5th day of March, 2018.

PLANNING COMMISSION
OF THE CITY OF CLARKSTON

By: _____
Margo McCroskey, Chair

ATTEST: _____
Steve Austin, City Clerk

ORDINANCE NO. 1593

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 17.05.080, WHICH ESTABLISHES THE OFFICIAL ZONING MAP OF THE CITY OF CLARKSTON.

WHEREAS, the Planning Commission held a public hearing on February 5, 2018 to consider a request from Vic Dalosto on Zoning Map Change Application No. ZC-2018-01 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

NOW THEREFORE, be it ordained by the City Council of the City of Clarkston as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

The property described below is hereby changed from Medium Density Residential (R-2) to Neighborhood Commercial (NC) zoning designation:

A parcel of land, comprised of East 132.57 feet of Lot 4, of Block 8 and Northwest 100 feet of Lot 4, Block 8 of Clarkston according to the official plat thereof, records of Asotin County, Washington, located in the South half (1/2) of Section 21, Township 11 North, Range 46 East, Willamette Meridian, City of Clarkston, County of Asotin, State of Washington. Property is commonly referred to as 801 Elm Street.

SECTION 2.0

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 this _____ day of _____, 2018.

Monika Lawrence, Mayor

ATTEST BY:

Steve Austin, City Clerk

APPROVED AS TO FORM:

Todd Richardson, City Attorney