

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, DECEMBER 10, 2012**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
November 26, 2012 Regular Meeting and November 20 and November 29 Workshop**
- 5. COMMUNICATIONS:**
 - A. From the Public (Please limit comments to 3 minutes)**
 - B. From the Mayor**
 - C. From Staff or Employees**
- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety –**
 - C. Public Works –**
 - D. Administrative/Intergovernmental –**
 - E. Community Development –**
- 7. UNFINISHED BUSINESS:**
 - A. Ordinance No. 1507, Sewer/Stormwater Rates, 2nd Reading for Action**
 - B. Ordinance No. 1508, Sanitation Rates, 2nd Reading for Action**
- 8. NEW BUSINESS:**
 - A. Matt Jensen, MPO Update (PW)**
 - B. 2013 Contract, The Wesley Group (Admin)**
 - C. 2013 Contract, Donna Manchester, Victim Witness Coordinator (Admin)**
 - D. 2013 Contract, Neil Cox, Public Defender (Admin)**
 - E. 2013 Contract, Jim Grow, City Attorney (Admin)**
 - F. Ordinance No. 1509, 2012 Budget Amendment -st Reading**
 - G. Ordinance No. 1510, 2013 Budget - 1st Reading**
 - H. Ordinance No. 1511, Building Permit Valuations & Fees- 1st Reading (PW)**
 - I. Resolution No. 2012-13, Land Use Fees (PW)**
 - J. Contract with Port of Wilma for Emergency Services (PS)**
- 9 COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 11. ADJOURN:**

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

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

CLARKSTONCITY COUNCIL MINUTES

Budget Workshop November 20, 2012

CALL TO ORDER: Mayor Warren, 7:00 P.M.

COUNCIL:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Beadles | <input checked="" type="checkbox"/> Manchester |
| <input checked="" type="checkbox"/> Provost | <input checked="" type="checkbox"/> Blackmon |
| <input checked="" type="checkbox"/> Nash | <input checked="" type="checkbox"/> Smith |
| <input checked="" type="checkbox"/> Warren | |

STAFF:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Chief Cooper | <input checked="" type="checkbox"/> Chief Hastings |
| <input checked="" type="checkbox"/> PWD Martin | <input checked="" type="checkbox"/> Clerk Storey |

BUDGET WORKSHOP:

Mayor Warren called the meeting to order at 7:00 p.m.

Storey began the discussion saying that the Current Expense fund is in about the same condition as this year. The concerns are the Street Fund and Sanitation Fund. The Street fund, with the match for a TIB grant that was accepted earlier in the year and the annual street maintenance budgeted, is about \$270,000 in the red. Storey said the street fund has no viable source of funding to meet these expenses. There is about \$150,000 in the street reserve fund, which is all that is left of funds that were originally intended for future repairs to Southway Bridge. No transfer from reserves is included in the budget at this time. Sanitation is in the red due to a proposal to automate the residential service. That change would require a new truck and new totes for all residential accounts. If council wishes to move forward with the new program part of the expense would have to be financed. There is about \$155,000 in reserves for sanitation, but the budget is \$304,000 in the red.

Storey said there is a 1.7% rate increase planned, based on CPI. There is also a 10% rate increase planned in sewer rates, based on the 5-year plan. Storey stated that when the remainder of the financing is secured for the WWTP upgrade, rates will have to be adjusted to meet those payments.

PWD Martin explained the benefits of an automated collection system. He said interest rates from the state LOCAL program have been running between 1% and 2%. Martin said that the new totes would hold the equivalent of three regular garbage cans, so there would be fewer containers to handle. He hopes there would be some savings generated from the change. Rates would definitely need to be adjusted based on the size of the containers. Councilmember Baumberger asked if man hours would be saved. Martin said he thinks the only man hours saved would be in not needing a temporary summer employee. While the route can be done with one person, there will still be the commercial accounts, yard waste, recycling and roll-offs to service, as well as vacations, etc. Councilmember Nash asked if worker injury would be reduced. Martin said he expects it would improve our injury rates. Councilmember Beadles suggested we accumulate funds this year and consider the purchase of equipment in 2014. Baumberger said we could purchase the totes this year and wait until the following year to purchase the truck. Martin said storage of the totes would be an issue if they were purchased ahead of time. Council directed staff to leave the expenses in the budget and add offsetting revenues.

Discussion moved to the Street Fund. Martin said the only sources of revenue for the fund are fuel taxes and property taxes. Currently 40% of the property tax goes to Streets and 60% to Current Expense. Changing that split can create a problem for the Current Expense fund. Martin said that a possible funding source would be to form a Transportation Benefit District and add a fee to the vehicle license renewals. It is possible to add a fee of up to \$20 without going out for a vote. We have also been advised by MRSC that the formation of the district and the fee would not be subject to a referendum. Martin said it is unknown how much money would be generated because there is no way to determine how many vehicles are registered within the city. Nash asked if Martin has done more research on

charging a fee to Sanitation for use of the streets. Martin explained that in Lewiston, the sanitation service provider is charged a fee annually to compensate for wear and tear on the streets. He said that he checked with MRSC to see if cities in Washington do anything similar. The information indicated that the practice is not widely done in Washington and there is some question on whether you can charge just one user of the streets. Staff does not yet have a good idea of how the timing would work for actually beginning to collect the fees. Staff will do more research. Part of the requirement would be to adopt a transportation plan that the money would be used for. Council directed that the \$60,000 in the budget for alley maintenance be eliminated in order to provide the matching funds for the TIB grant for 12th Street improvements. Council also directed that the property tax split be changed to 50/50. That will reduce the shortfall to about \$120,000 which will be addressed at the next workshop. Storey pointed out that at least one-half an FTE from Streets is charged to Sanitation every year to cover vacation and sick leave. If Sanitation is automated they may not need to cover so much. That puts more expense back into the Street budget. Another potential impact will be if the stormwater Interlocal hires maintenance people to do sweeping and other stormwater related work. That will eliminate any reimbursement to the Street fund and further reduce revenue. Storey said that other options for transferring funds to the Street fund would be from Current Expense Reserve or Capital Improvement Fund.

Stormwater budget was discussed. It appears that even with the ERU rate reduced to \$4 we would still be contributing the same amount to the capital reserve. Baumberger suggested that the City leave its stormwater rate at \$3.50 and use the capital reserve to make up the difference to the stormwater fund so that Current Expense is not subsidizing the Stormwater. There was some discussion as to whether stormwater funds can be used for street maintenance. The general thought is that any work would have to be directly related to stormwater. Beadles commented that he thinks the city should increase the stormwater rate to \$4.00.

Storey directed council to the capital outlay requests. Storey requested \$7,500 for cash receipting software to make receipting compatible with the other Vision packages. It would eliminate some duplicate work for Marcie. The money would come from the Vehicle Replacement Fund. The three requests for Parks were left unchanged. A new patrol car is an annual purchase from Vehicle Replacement Fund. The digital cameras for patrol cars and the cell phone forensic software will be funded from the Drug Fund. Streets and Sanitation have already been addressed. The four items requested in Sewer were approved. Fire Dept. requests were discussed. Chief Cooper is waiting for a decision on a current grant request for a new fire truck. If not awarded he will apply again for 2013. The truck is not in the budget at this time, but will need to be addressed if grant funding is not obtained. The other items were left in the budget.

Lodging tax funds were discussed. The City is contributing more to HCVB and the Chamber than the tax revenue generates. Council decided to reduce the amount budgeted for the Chamber to the 2012 level.

Updates will be made to the preliminary budget. Another workshop will be scheduled after the council meeting on November 26.

ADJOURNMENT:

Meeting adjourned at 8:30 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

CLARKSTON CITY COUNCIL MINUTES
November 26, 2012

CALL TO ORDER: Mayor Warren, 7:00 P.M.

COUNCIL:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input checked="" type="checkbox"/> Baumberger
<input checked="" type="checkbox"/> Smith	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

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

AGENDA CHANGES:

Councilmember Beadles said that Public Safety Committee did not have a meeting.

APPROVAL OF MINUTES: MOTION BY BEADLES/NASH to approve the minutes of the November 13, 2012, Regular Meeting. Motion carried.

COMMUNICATIONS:

- A. From the Public**
- B. From the Mayor**
- C. From Staff**

PWD Martin gave a brief report on progress at the WWTP. He said he has approved two change orders to date. The first was to remove some asbestos pipe. The other is due to the discovery of an old foundation that had been buried and had to be removed. Martin said there is another change order pending, but it is a design change and wants council to weigh in on the decision. The design included aluminum weir gates and the staff wants to change them to stainless steel. Total cost to change all of them would be about \$35,000. Martin suggested changing only the ones that are in the most corrosive areas, which would be seven gates and cost about \$11,500. Councilmember Blackmon asked how difficult it would be to change them later. Martin said it would be a process, but can be done. The funding would come from the project contingency. MOTION BY BEADLES/PROVOST to approve the change order for seven gates at approximately \$11,500. Motion carried.

COMMITTEE REPORTS:

Finance Committee:

Councilmember Provost reported all bills have been audited and approved. MOTION BY PROVOST/BEADLES to authorize payment of the bills, total expenditures for October 31, 2012 of \$1,512.34 and November 26, 2012 of \$277,162.16. Motion carried.

Provost said that Chief Cooper proposed a cost sharing arrangement for maintenance of flow testing equipment. Cooper said the flow test instrument was purchased with grant funds. Annual calibration is required. Clearwater Paper has agreed to pay the cost of calibration in return for use of the equipment. MOTION BY PROVOST/BEADLES to authorize the mayor to sign the agreement. Motion carried.

Provost said he has done some research on formation of a Transportation Benefit District. Certain criteria are required to form the district. The city could form a TBD and impose fee on vehicle licensing of up to \$20.00. A public hearing would be required prior to the formation. Other methods of funding would require a vote of the public. Provost said he will contact MRSC for additional information. Finance committee will make a recommendation once more information is obtained.

Public Safety: No meeting.

Public Works: Councilmember Nash said committee discussed both change orders for the WWTP and the Riedesel engineering contract.

Admin Committee: No meeting. Councilmember Manchester said the committee will change their meeting time to the 2nd and 4th Mondays at 1:30 p.m.

Community Development: No meeting.

PUBLIC HEARING:

Public Hearing on 2013 Budget

Mayor Warren opened the public hearing at 7:17 p.m.

There was no public comment.

Mayor Warren closed the hearing at 7:18 p.m.

UNFINISHED BUSINESS:

NEW BUSINESS

A. Resolution No. 2012-11, Amend Stormwater Interlocal Agreement

Resolution No. 2012-11 was read by title. MOTION BY BEADLES/NASH to approve Resolution No. 2012-11. Beadles commented that it is good that the management team has reduced the ERU rate to \$4.00. Motion carried; 6-1, Smith opposed.

B. Resolution No. 2012-12, Property Tax Levy

Resolution No. 2012-12 was read by title. Clerk Storey said that the resolution includes a 1% increase. MOTION BY BEADLES/NASH to approve Resolution No. 2012-12. Motion carried; 6-1, Smith opposed.

C. Ordinance No. 1507, Sewer/Stormwater Rates, 1st Reading

Ordinance No. 1507 was read by title. Storey commented that sewer rates will increase 10% as agreed in the five-year financial plan and stormwater rates will increase from \$3.50 to \$4.00.

D. Ordinance No. 1508, Sanitation Rates, 1st Reading

Ordinance No. 1508 was read by title. Storey commented that sanitation rates will increase by 1.7%, based on CPI.

E. Engineering Agreement, 12th St Improvements, Riedesel Engineering

PWD Martin MOTION BY NASH/BEADLES to authorize the mayor to sign the engineering agreement with Riedesel Engineering for the 12th Street Improvement project. Motion carried. Beadles asked if the city attorney has reviewed the contract. Grow said he has not, but will prior to signing by the mayor.

COUNCIL COMMENTS:

Councilmember Provost congratulated Commissioner Shinn on his reelection to office.

MEDIA QUESTIONS:

ADJOURNMENT:

A budget workshop was scheduled for Thursday, November 29 at 6:00 p.m.

Meeting adjourned at 7:30 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures 10/31/12	CK #52224-26	\$1,512.34
Total Fund Expenditures, 11/26/12	CK # 52408-47	\$133,207.21
Total Payroll, 11/15/12	CK #52384-52407	\$143,954.95

CLARKSTON CITY COUNCIL MINUTES
Budget Workshop
November 29, 2012

CALL TO ORDER: Mayor Warren, 7:00 P.M.

COUNCIL:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Beadles | <input checked="" type="checkbox"/> Manchester |
| <input checked="" type="checkbox"/> Provost | <input checked="" type="checkbox"/> Blackmon |
| <input checked="" type="checkbox"/> Nash | <input checked="" type="checkbox"/> Smith |
| <input checked="" type="checkbox"/> Warren | |

STAFF:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Chief Cooper | <input checked="" type="checkbox"/> Chief Hastings |
| <input checked="" type="checkbox"/> PWD Martin | <input checked="" type="checkbox"/> Clerk Storey |

BUDGET WORKSHOP:

Mayor Warren called the meeting to order at 6:00 p.m.

Storey recapped the changes made after the November 20 workshop.

The Street Fund has a shortfall of \$113,000. Options to fill the shortfall would be Street Reserve, Current Reserve, eliminate street maintenance or reduce staff. Consensus is to transfer funds from the Street Reserve.

Councilmember Blackmon suggested reducing yardwaste service during the winter months. Martin will research to see what savings might be generated.

PWD Martin presented a proposal to restructure the building permit and land use fees. Revenue would increase an estimated minimum of \$10,000. Martin said permit fees have not been increased since 2004. The adjustment would be accomplished by increasing valuation rates. He presented a comparison with neighboring jurisdictions which indicates that Clarkston is significantly undervalued. Along with the rate proposal Martin is asking to purchase a new building permit program from IWorks. It is a web based program and will allow any document to be attached to the related permit. Total cost of the program would be \$2,500. Rate increases would go into effect January 1 and would offset the cost of the software. Consensus was to add the purchase.

Storey said that there are no other funds with a shortfall. But the ending balance for Current Expense is projected to be a little over \$500,000 which is less than the recommended reserves. Salary and benefit increases slated for 2014 will have a significant impact on that budget.

ADJOURNMENT:

Meeting adjourned at 6:30 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

ORDINANCE NO. 1507

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.06.060, WHICH ESTABLISHES RATES FOR SANITARY SEWER COLLECTION AND DISPOSAL

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, 2013:

Classification	Monthly Base Charge	Monthly Sewer Charge per 100 Cubic Feet of Water Consumed	Average Monthly Rate by Classification
Residential	\$9.75	\$2.05	\$23.96
Commercial	\$18.75	\$2.05	\$62.14

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

1. Greenhouses
2. Concrete Processing Plants
3. Schools (in the months of July and August only)
4. Accounts not connected to the public water system.

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

(e) Unmetered gas station/mini-mart/laundromat/car washes shall be charged seven (7) times the commercial average.

(f) 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.

14.06.070 Rates –Storm and surface water.

Storm and surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a non-residential parcel. The ERU is determined by using the current best available method, for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the Public Works director shall determine the amount of impervious surface area on each nonresidential parcel. The city's standard ERU amount is 3,700 square feet of impervious surface area. The specific ERU calculation for each non-residential parcel will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Classification	Monthly Rate
Residential	\$4.00 per parcel
Duplex, Triplex, Four-plex	\$1.75 x number of residential units
Non-residential	\$4.00 per ERU

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2013 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2012.

Kathleen A. Warren, Mayor

Authenticated:

Vickie Storey, City Clerk

ORDINANCE NO. 1508

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 7.06 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, 2013:

(a) The following charges shall apply to properties using containers not larger than 34 gallons that are serviced once per week. 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 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	One Container	Each Additional 33-Gallon Container	Each Additional Yard Waste Container
Residential	\$13.90	\$4.41	\$6.07
Multi-Residential -Per unit	\$13.90	\$4.41	\$6.07
Commercial	\$15.36	\$6.07	N/A
Churches w/yardwaste	\$17.01	\$6.07	\$6.31

(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	\$33.90	\$67.80	\$101.70	\$135.60	\$169.50	\$203.40	\$7.85
1.5 CY	\$50.90	\$101.80	\$152.70	\$203.60	\$254.50	\$305.40	\$11.75
2 CY	\$67.85	\$135.70	\$203.55	\$271.40	\$339.25	\$407.10	\$15.70
3 CY	\$101.75	\$203.50	\$305.25	\$407.00	\$508.75	\$610.50	\$23.50
4 CY	\$135.65	\$271.30	\$406.95	\$542.60	\$678.25	\$813.90	\$31.35
5 CY	\$169.60	\$339.20	\$508.80	\$678.40	\$848.00	\$1,017.60	\$39.15
6 CY	\$203.50	\$407.00	\$610.50	\$814.00	\$1,017.50	\$1,221.00	\$47.00
10 CY	\$339.15	\$678.30	\$1,017.45	\$1,356.60	\$1,695.75	\$2,034.90	\$78.30

3. Standby Charges. A service standby charge shall be assessed on the following schedule:

Classification	Standby Charge
Residential	\$5.00
Commercial	\$10.00

Service standby charges shall be suspended after sixty (60) days of vacancy.

4. Non-resident Charges. All accounts located outside Clarkston's city limits shall be charges 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	\$175.00 per trip
Demolition Units	\$175.00 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, 2013 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2012.

Kathleen A. Warren, Mayor

Authenticated:

Vickie Storey, City Clerk

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, 2013. 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, complex arbitrations, mediations or unfair labor practice hearings may, by agreement in advance between the parties, be billed at an additional \$80.00 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 Eight Thousand Four hundred Dollars (\$8400.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2013. Each monthly payment to be Seven Hundred Dollars (\$700.00). 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, 2013 through December 31, 2013.

Contractor:

City of Clarkston:


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

Mayor

City Clerk

11-6/12
Date

Date

SUPPORT SERVICES AGREEMENT
Between the City of Clarkston
And
Donna Manchester

This is a level of effort Victim Witness Advocacy Support Services Agreement between the City of Clarkston, a Municipal Corporation, referred to herein below as the "City" and Donna Manchester, licensed to do business in the City of Clarkston, referred to hereinafter as the "Contractor".

1. Requirements

- A. The City requires contract victim witness advocacy support services for victims and witnesses of domestic violence for the purpose of prosecuting criminal cases brought by the City Attorney in the Municipal Court of the City of Clarkston;
- B. That the nature of the services referred to above, are described within the Victim Witness Advocacy Grant conveyed to the City through the YWCA, which is incorporated herein as if fully set forth.

2. Deliverables

- A. Prepare and deliver reports, correspondence, and other documents under the direction of and on the premises of the Office of the Chief of Police;
- B. Interview, prepare and provide out-take reports and related correspondence; coordinate all Court appearances for witnesses, victims, informants and other persons required for the prosecution of criminal litigation in the Municipal Court of the City of Clarkston, superior courts, appellate courts, or federal courts, in a timely manner and under the direction of the Police Chief;
- C. Where appropriate and within the scope of the deliverables set forth hereinabove, coordinate Docket calendars, administrative scheduling calendars, population report schedules, trial schedules, subpoena preparation activities and service instruction packets where required for victims, witnesses and law enforcement personnel;
- D. Assist the Police Chief by coordinating through word processing letters, correspondence, memoranda, telephone calls and other communications with victims, witnesses and law enforcement personnel all matters relating to victim witness advocacy.

3. Controls

- A. The Contractor shall be responsible for providing the deliverables to the City, through the Office of the Police Chief, and shall perform all tasks in conformance with W.S.B.A. Rules of Professional Conduct regarding disclosure, confidentiality, and handling of materials provided by the City during the period of performance under this Agreement. Upon termination of this Agreement, the Contractor shall inventory, account for and return any materials, papers, software or other documentation, including copies, whether computerized or hard documents to the City through the Office of the Chief of Police;
- B. Contractor may use such City facilities and equipment as are required for providing the deliverables set forth herein above; control of and access to supplies, facilities and equipment shall be under the supervision of the Chief of Police and must be within the budget limitations of the City;
- C. All products or other items prepared by the Contractor during the period of performance of this Agreement, whether complete or incomplete, shall remain the property of the City of Clarkston.

4. Payment and Terms of Agreement

In consideration for the Contractor's performance herein, the City shall pay Contractor a monthly amount to be set and paid in accordance to the terms and conditions of the Grant described herein above. The term of this Agreement shall begin on October 1, 2012 and terminate on September 30, 2013, as set forth in said grant.

5. Indemnity

Contractor shall defend, indemnify and hold the City, 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 Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

6. Insurance

The Contractor shall procure and maintain for the duration of the Agreement, errors and omissions insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, in an amount to be determined by the City.

7. Independent Contractor

Contractor is and shall be at all times during the term of this Agreement an independent Contractor and shall indemnify and hold harmless the City from all costs associated with the wages, benefits or taxes of Contractor's employees or agents.

CITY OF CLARKSTON

CONTRACTOR

Kathleen A. Warren, Mayor

Donna Manchester

Date: _____

Date: _____

INDIGENT DEFENSE ATTORNEY CONTRACT

THIS AGREEMENT, effective the ____ day of _____, 2013, between the CITY OF CLARKSTON, a municipal corporation, in and for the State of Washington, hereinafter referred to as "City," and NEIL P. COX, hereinafter referred to as "Attorney,"

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Scope of Service

Except as set out below, the Attorney shall be responsible for representing or providing suitable representation for every person involved, as a party defendant in a case before Clarkston Municipal Court, whenever court appointed counsel for such person is required by the Constitution or the laws of the states or the State of Washington, and such representation has not been lawfully waived except those who have a direct conflict with the Attorney, Neil P. Cox.

(a) Additional Duties – Appeals

Whenever a person represented by the Attorney requests an appeal from a matter filed in the Municipal Court for the City of Clarkston, from a violation of a City ordinance, the Attorney shall assist said person in subsequent remands to District Court. The Attorney's duties shall include developing pleadings essential to preserve the right of the party represented to appeal, including application for appointment of counsel, but shall not include general appellate court practice or work on said appeals other than necessary to preserve the right of appeal and shall not include appearances in the Appellate Courts for the arguments or otherwise, or the submitting of other appellate motions and/or briefs connected with the completion and/or prosecution of any such appeals.

(b) Expenses

All expenses incurred by the Attorney under this Contract, except the cost of obtaining investigative, expert, or other services necessary to an adequate defense, shall be the sole responsibility of the Attorney, PROVIDED, HOWEVER, that the Attorney shall seek and obtain approval of the Court prior to incurring any expenses or investigative experts or other JcrR2.11(f)-type expenses for which additional payment will be requested.

1. Manner of Service

Services provided by the Attorney pursuant to this Contract shall be performed in a prompt and competent manner, in accordance with the rules and decisions of the Courts of this State, and the Lawyers' Code of Professional Responsibility. The non-extraordinary services to be provided by the

Attorney, insofar as applicable and necessary in any given case, shall include counseling, general investigation, preparation of motions and court papers, hearings and trial work, post trial motions, defense, pre-sentence reports, and other services as would normally be provided by private counsel.

2. Performance

The Attorney's performance shall commence January 1, 2013, and shall terminate December 31, 2013, both dates inclusive. Subject to other terms and conditions contained herein, the Attorney must provide representation for those qualified people who, during said period, request the assistance of appointed counsel and for whom appointed counsel is not provided for under some other agreement. It is also understood by all parties hereto that the Attorney's obligation to provide representation pursuant to this Contract includes only representation during the term of this Agreement; provided, however, that the Attorney hereby agrees to make a good faith and diligent effort to complete all cases during said contract period.

3. Payment

In consideration for Attorney's performance hereunder, the City shall pay the Attorney \$2,822.00 per month until termination, at an annual amount not to exceed \$33,864.00. This first payment is due on the last day of the month in which performance commences, and each succeeding payment is due on the last day of each month thereafter.

4. Termination

This Agreement may not be terminated by either party without good and sufficient legal cause, and only after sixty (60) days' written notice has been delivered to either party.

5. Determination of Indigence

For the purposes of this Contract, a person is indigent when a magistrate has determined, in accordance with any applicable law or court rule, that such person is financially unable to obtain the service of an attorney at law. However, any person arrested and held in custody for a crime and who claims to be indigent shall be represented by the Attorney until a magistrate determines that such person is not indigent and permits the Attorney to withdraw. The Attorney shall provide the City's law enforcement agency with the name and telephone number of the Attorney to be provided to person's claiming the right to court appointed legal counsel for violations of municipal

ordinances in each instance where the Attorney undertakes to represent an indigent person. The Attorney shall make an inquiry into such person's financial ability to employ private counsel unless such information has already been provided to the Court. The Attorney shall report to the Court any improvement in the person's financial condition which occurs subsequent to the initial appointment of counsel.

6. Assignment

Attorney shall not assign or subcontract his responsibility for performance of this Agreement without prior written approval of the City.

7. Insurance

During the life of this Contract, Attorney shall maintain errors and omissions insurance and shall include anyone else acting for or on behalf of the Attorney in the performance of this Contract as an additional named insured on such policy. Such insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have policy limits of one million dollars (\$1,000,000.00) or more.

8. Records

The Attorney agrees to make and maintain a record of time and expenses incurred in the performance of this Agreement.

9. Claims

The Attorney agrees to submit a claim to the City Clerk of the City of Clarkston on forms approved by said Clerk for compensation in accordance with Contract terms set forth herein.

10. Affirmative Action: Non-discrimination in Employment

During the performance of this Contract the Attorney shall comply with the Washington "Law Against Discrimination" and should any part of the performance contemplated hereunder be financed by federal funds, the Attorney shall comply with all applicable federal laws against discrimination in employment. Satisfactory performance of this clause by the Attorney shall

include, but not be limited to, the following:

- (a) During the performance of this Contract, the Attorney shall not discriminate against any employer or applicant for employment because of race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap.
- (b) The Attorney shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap.

Performance under (a) and (1) above shall include but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation and programs for training, including apprenticeships, unless such distinctions are based upon a bona fide occupational qualification.

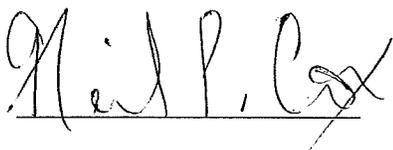
1. Pending cases

It is understood that the Attorney shall be responsible for assuming and completing all pending cases involving indigent appointments during the terms of this contract.

DATED this ___ day of _____, 2012.

ATTORNEY

CITY OF CLARKSTON



NEIL P. COX

MAYOR

CITY ATTORNEY RETAINER AGREEMENT

I. PARTIES AND PURPOSE

The City of Clarkston (hereinafter "City") agrees to retain the legal services of the Law Office of James W. Grow, Jr., PLLC, (hereinafter "City Attorney") upon the terms and conditions stated below.

II. EMPLOYMENT

The City Attorney shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment shall be subject to confirmation by a majority vote of the City Council. Any attorney associated with the Law Office of James W. Grow, PLLC or anyone he shall appoint or associate with may provide legal services as required under this agreement. It is also expressly agreed that the City Attorney, or those with whom he associates may in their discretion and in accordance with the Washington State Bar Association rules, policies and guidelines, hire a legal intern to provide services as required hereunder.

III. QUALITY OF SERVICES

The City Attorney shall perform all legal services covered by this agreement in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

IV. COMPENSATION

A. Basic Retainer. The City shall pay the City Attorney a retainer in the amount of six thousand three hundred sixty-five dollars (\$6,365.00) per month, for a total of \$76,380.00 annually, payable on or by the 15th day of each month, which retainer shall be compensation for all legal services required by the City, including but not limited to the following:

1. To act as prosecutor for the City in municipal court, including preparation and/or negotiation of all municipal court cases and all appeals arising therefrom;
2. To attend all regularly and specially set meetings of the City Council each month, unless excused by the Mayor;
3. To provide legal advice to the Mayor, Council, and administrative heads of the various departments of the City;
4. To prepare such ordinances, resolutions and instruments as the Mayor or City Council may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate;
5. Attendance, at the request of the Mayor or City Council, at meetings of any and all City boards, commissions, or committees;
6. All district, superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the City itself (specifically to include, without limitation: civil actions brought by or against the City, or against officials, officers, and /or employees in their official capacity, including but not limited to condemnations, local improvement districts, zoning regulations, jurisdictional disputes, and other matters not covered under the City's liability insurance program);
7. All legal services in connection with personnel issues including negotiation of collective bargaining agreements as directed by the City Council, and drafting and/or evaluating contracts for the City.

B. Time Records. Time records need not be kept by the City Attorney; however, City Attorney shall be available to the City twenty-four hours per day, seven days per week.

- C. Attorney Fees. In all cases in which an award of attorney fees is made by the court, said fees shall be payable to City Attorney and shall not be construed as payment of previously stated retainer.

V. COSTS

City Attorney shall be responsible to pay for the following costs associated with providing legal services under this agreement: legal support staff as needed by City Attorney, legal intern, photocopies, telefaxes, and the all costs of operating and maintaining the City Attorney's office, including: all office equipment, all office rent, office furniture, cleaning expenses, equipment repairs, building maintenance, garbage, water, electricity/gas, equipment leases, research and legal publication fees, postage, and phones. This does not include the cost of CLE Seminars that are required for city service or transportation to and from said seminars or costs associated therewith.

City shall be responsible to pay the following costs associated with providing legal services under this agreement: filing fees and all fees required by the court, recording fees, witness fees, service fees for process and subpoenas, transcript fees, costs associated with counsel to represent the City on conflict cases, standard per diem mileage and lodging when required to travel for purposes of representing the City, and costs of seminars which City Attorney may be required to attend for the City.

VI. TERM OF AGREEMENT

This retainer agreement shall be for a term of twelve months, commencing on January 1, 2013, and ending on December 31, 2013, at which time the contract may be re-negotiated as deemed appropriate by the parties.

VII. QUALIFICATIONS

A. Admission to Bar. The City Attorney must maintain good standing within the Washington State Bar Association.

B. Errors and Omissions Insurance. During the term of this agreement, City Attorney, and anyone with whom he associates, shall maintain an Errors and Omissions Insurance (Lawyers Professional Liability Insurance) policy with limits of at least five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) policy aggregate.

Such policy shall include anyone else acting for or on behalf of the City Attorney in the performance of this contract as an additional named insured. The policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City Attorney's policy shall be the primary insurance with respect to claims relating to any claim of malpractice, error and omission in relation to the City Attorney's services. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the City Attorney's policy and shall not contribute with it.

The policy of insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII. City Attorney shall furnish the City with an original certificate of insurance, and a copy of any endorsement to the policy generated by the terms of this contract, evidencing the insurance requirements of the City Attorney before performance commences under this contract.

VIII. AFFIRMATIVE ACTION

The City Attorney agrees to comply with all state and federal laws against discrimination during the period of this agreement, as said laws apply to employment of support staff and sub-contractors, and as to any matters pertaining to this contract.

IX. RECORDS

The City Attorney agrees to make and maintain, on a case-by-case basis, appropriate records and files on all cases, whether criminal or civil. All such records and files shall remain the property of City and shall be returned to City within 15 days of termination of this agreement.

X. INDEPENDENT CONTRACTOR

The City Attorney is and shall be at all times during the term of this agreement, an independent contractor, and shall indemnify and hold harmless the City from all costs associated with the wages and benefits of the City Attorney's employees.

City Attorney shall defend, indemnify and hold the City, 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 City Attorney in the performance of this contract, except for injuries and damages caused by the negligence of the City.

XI. MERGER

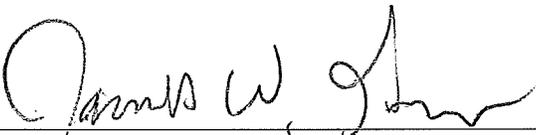
This is the entire agreement between the parties. No other agreement or representations have been made. Any modification to this agreement must be made in writing and signed by both parties or their representatives.

DATED this ____ day of _____, 20 ____.

CITY OF CLARKSTON, WASHINGTON
A Municipal Corporation

Mayor

Law Office of James W. Grow, Jr., PLLC



James W. Grow, Jr., WSBA No. 18694

ORDINANCE NO. 1509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1497 WHICH ADOPTED THE 2012 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2012 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2012 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. 1497 passed by the City Council on December 26, 2011, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
CURRENT EXPENSE (001)	19,550	
SANITATION O & M	30,000	
TOTALS	49,550	

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2012 budget on or before December 31, 2012, 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 26th day of December, 2012.

Authenticated:

Kathleen A. Warren, Mayor

Vickie Storey, City Clerk

**BUDGET AMENDMENT No 2 - 2012
ORDINANCE NO. 1509**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
GENERAL FUND				
001 000 001 313 10 00 00	\$ 1,456,000	\$ 14,000	\$ 1,470,000	Increased revenue
001 000 001 316 41 00 00	\$ 510,000	\$ 17,000	\$ 527,000	Increased revenue
TTL REVENUES	\$ 1,966,000	\$ 31,000	\$ 1,997,000	
001 000 059 519 90 49 14	\$ 2,500	\$ 2,550	\$ 5,050	Catch up with Fiscal Year
001 000 080 522 10 10 10	\$ 30,000	\$ 5,000	\$ 35,000	Overtime
001 000 080 522 10 26 10	\$ 63,660	\$ 12,000	\$ 75,660	Underestimated
001 999 001 508 80 00 00	\$ 628,057	\$ 11,450	\$ 639,507	Adjust Ending Balance
TTL EXPENDITURES	\$ 724,217	\$ 31,000	\$ 755,217	
SANITATION O & M				
410 000 150 537 80 10 00 00	\$ 290,000	\$ 9,000	\$ 299,000	Adjust Wages
410 000 150 537 80 26 10	\$ 90,500	\$ 12,000	\$ 102,500	Coverage changes
410 000 150 537 80 35 10	\$ 5,000	\$ 2,000	\$ 7,000	Adjust for actual cost
410 000 150 537 80 48 20	\$ 25,000	\$ 7,000	\$ 32,000	Unexpected repairs
410 999 150 508 80 00 00	\$ 226,081	\$ (30,000)	\$ 196,081	Adjust Ending Balance
TTL EXPENDITURES	\$ 636,581	\$ -	\$ 636,581	

TOTAL REVENUES \$ 31,000
TOTAL EXPENDITURES \$ 31,000

ORDINANCE NO. 1510

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2013 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, reserve funds and expenses of government of the City of Clarkston for the fiscal year ending December 31, 2013, and a notice was published that the council of said city would meet on the 26th day of November, 2012, at the hour of 7:00 p.m., at Clarkston City Hall, 829 5th Street, Clarkston, Washington for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet at said time and place and did then consider the matter of the proposed 2013 budget; and

WHEREAS, the 2013 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 2013 fiscal year and being sufficient to meet the various needs of the City of Clarkston during the 2013 fiscal year.

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 2013 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2013 FINAL BUDGET, CITY OF CLARKSTON, three (3) 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 2013 are set forth in summary form on Exhibit A (attached) and are hereby appropriated for expenditure at the fund level during the year 2013 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 26th day of December, 2012.

Kathleen A. Warren, Mayor

Authenticated:

Vickie Storey, City Clerk

SUMMARY OF ORDINANCE NO. 1510
OF THE CITY OF CLARKSTON, WASHINGTON

On December 26, 2012, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1510, 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 COMMENCING JANUARY 1, 2013 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 26, 2012.

Vickie Storey, City Clerk

Published: _____

2013 FINAL BUDGET

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
001	CURRENT EXPENSE	\$ 920,007	\$ 3,609,900	\$ 199,150	\$ 3,806,630	\$ 320,000	\$ 602,427
004	CE RESERVE	\$ 473,431	\$ 1,000	\$ 50,000	\$ -	\$ -	\$ 524,431
006	EMP BENEFIT RESERVE	\$ 89,104	\$ 300	\$ -	\$ -	\$ -	\$ 89,404
007	COMMUNITY PROJECTS	\$ 35,845	\$ 200	\$ -	\$ -	\$ 2,000	\$ 34,045
010	NATIONAL NIGHT OUT	\$ 3,661	\$ 500	\$ -	\$ 1,100	\$ -	\$ 3,061
011	VICTIM'S RIGHTS	\$ 41,969	\$ 5,100	\$ -	\$ 4,000	\$ -	\$ 43,069
016	VEHICLE REPLCMENT	\$ 246,365	\$ 120,500	\$ -	\$ -	\$ 31,500	\$ 335,365
017	D A R E	\$ 10,900	\$ 1,600	\$ -	\$ 4,750	\$ -	\$ 7,750
378	CDBG	\$ 44,462	\$ -	\$ -	\$ 100	\$ 25,000	\$ 19,362
102	RESCUE ONE	\$ 6,430	\$ 2,550	\$ -	\$ 3,500	\$ -	\$ 5,480
103	STREET FUND	\$ 13,672	\$ 1,114,900	\$ 145,000	\$ 1,266,620	\$ -	\$ 6,952
105	STREET RESERVE	\$ 156,192	\$ 100	\$ -	\$ -	\$ 120,000	\$ 36,292

2013 FINAL BUDGET

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
108	DRUG ENFORCEMENT	\$ 57,396	\$ 4,150	\$ -	\$ 13,000	\$ -	\$ 48,546
130	LODGING TAX FUND	\$ 532,063	\$ 79,200	\$ -	\$ 83,580	\$ -	\$ 527,683
202	MUNICIPAL CAP IMPRV	\$ 39,298	\$ 35,300	\$ -	\$ -	\$ -	\$ 74,598
400	SEWER O&M	\$ 534,130	\$ 1,472,000	\$ -	\$ 1,007,330	\$ 304,500	\$ 694,300
401	SEWER EQUIP RSRV	\$ 35,211	\$ 100	\$ 20,000	\$ -	\$ -	\$ 55,311
402	SEWER LINE RESERVE	\$ 472,508	\$ 1,000	\$ 20,000	\$ -	\$ -	\$ 493,508
403	SEWER CAPITAL REPLC	\$ 20,769	\$ 50	\$ 20,000	\$ -	\$ -	\$ 40,819
404	SEWER RESERVE	\$ 110,704	\$ 500	\$ -	\$ -	\$ -	\$ 111,204
405	WWTP CONSTRUCTION	\$ 1,767,278	\$ 10,802,000	\$ -	\$ 10,361,400	\$ -	\$ 2,207,878
406	SEWER REVENUE BOND	\$ 139,421	\$ 500	\$ 136,800	\$ 135,400	\$ -	\$ 141,321
407	PWTF LOAN	\$ 22,802	\$ -	\$ 25,000	\$ 30,000	\$ -	\$ 17,802
408	SRF LOAN	\$ 40,907	\$ 100	\$ 82,700	\$ 35,325	\$ 29,600	\$ 58,782
409	STORMWATER O & M	\$ 24,547	\$ 522,636	\$ 50,000	\$ 530,070	\$ 50,000	\$ 17,113

• 2013 FINAL BUDGET

FUND	DESCRIPTION	BEG BAL	ACTUAL		OTHER		ACTUAL	OTHER		END BAL
			REVENUES	FINANCING SOURCES	FINANCING SOURCES	EXPENDITURES		FINANCING USES		
410	SANITATION O&M	\$ 229,916	\$ 981,500	\$ 339,000	\$	1,488,295	\$ 54,000	\$	\$ 8,121	
411	SAN. EQUIP RSRV	\$ 155,638	\$ 200	\$ 20,000	\$	-	\$	-	\$ 175,838	
420	EMS / AMBULANCE	\$ 34,262	\$ 892,000	\$ 175,000	\$	926,780	\$ 141,315	\$	\$ 33,167	
421	EMS CAP RESERVE	\$ 38,384	\$ 50	\$ 9,000	\$	-	\$	-	\$ 47,434	
TOTALS		\$6,297,272	\$19,647,936	\$ 1,291,650	\$	19,697,880	\$ 1,077,915	\$	\$6,461,063	

ORDINANCE NO. 1511

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 15.40 WHICH ESTABLISHES A BUILDINGS AND CONSTRUCTION PERMIT FEE MATRIX AND REPEALING ORDINANCE NO. 1379 OF THE CITY OF CLARKSTON AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1.0

Clarkston Municipal Code Chapter 15.40 is hereby amended as follows:

15.40 Buildings and Construction Permit Fee Matrix. The Buildings and Construction Permit Fee Matrix, attached as Exhibit A, is hereby adopted. The permit fee matrix shall establish the current permit fee rates for the permit fee types identified in the matrix.

SECTION 2.0

Ordinance No. 1379 of the City of Clarkston entitled “An Ordinance amending Clarkston Municipal Chapter 15.40 Which Establishes a Buildings and Construction Permit Fee Matrix” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

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

DATED this _____ day of _____, 2012.

Kathleen A. Warren, Mayor

Authenticated by:

Vickie Storey, City Clerk

Exhibit "A"
Ordinance No. 1511

TYPE OF PERMIT	Valuation Rate or Fee in Dollars
DWELLINGS: 1 & 2 FAMILY or TOWNHOUSES (IRC) (Per Sq. Ft.)	
Main Floor (Wood Frame)	85.00 Sq. Ft.
Upper Floor	62.00 Sq. Ft.
BASEMENT (Per Sq.Ft.)	
Finished	35.00 Sq. Ft.
Finish Existing Basement	25.00 Sq. Ft.
REMODEL (Assorted Work \$1,000.00)	Bid Value Based (use fee chart)
ADDITIONS	65.00 Sq. Ft.
GARAGES (Per Sq.Ft.)	
Attached (Wood Frame)	38.00 Sq. Ft.
Unattached (Wood Frame)	38.00 Sq. Ft.
Convert to habitable space	45.00 Sq. Ft.
Carport (Open, Stick Framed)	19.00 Sq. Ft.
APARTMENT HOUSES (IBC) (Per Sq. Ft.)	(Three or more units)
Wood Frame	90.00 Sq. Ft.
Upper Floor	75.00 Sq. Ft.
Basement	36.00 Sq. Ft.
COMMERCIAL BUILDINGS: (IBC)	(Main Level)
Includes: Retail	105.00 Sq. Ft.
Office	105.00 Sq. Ft.
Restaurant	105.00 Sq. Ft.
Medical	105.00 Sq. Ft.
Hotel / Motel	105.00 Sq. Ft.
Upper Floor	80.00 Sq. Ft.
Basement	42.00 Sq. Ft.
Commercial Warehouse	60.00 Sq. Ft.
STORAGE AND POLE BUILDINGS (Per Sq. Ft.)	
With Slab	16.00 Sq. Ft.
Without Slab	13.00 Sq. Ft.
Open on All Sides	11.00 Sq. Ft.
DECKS (Per Sq. Ft.)	
Covered	18.00 Sq. Ft.
Uncovered	12.00 Sq. ft.
REROOFING (Square = 100 Sq. Ft.) All Methods (excluding liquid application)	125.00 per Square (Use fee chart)

SIDING (Square = 100 Sq. Ft.)	200.00 per Square
MOBILE MANUFACTURED HOME PLACEMENT	
Private Lot	200.00 (each)
Park or Court	120.00 (each)
Temporary Mobile Home	120.00 (per year with annual review)
SEWER PERMIT	100.00 (each)
SEWER HOOKUP FEE (Per Dwelling Unit)	1,000.00 (each)
SPECIAL INSPECTION	47.00 Per Hour (1 hour minimum)
MISC. NON-STRUCTURE (Assorted Work \$1,000.00)	Value Based (use fee table)
DEMOLITION	30.00 (each)
WOOD STOVE	75.00 (each)
FENCES / RETAINING WALLS	35.00 (each)
STREET OR ALLEY CUT	\$50.00 Base + \$0.50 per ft.
SIDEWALK	\$50.00 Base + \$0.50 per ft.
PLUMBING PERMITS - COMMERCIAL	\$50.00 Base Plus 2 1/2% of valuation up to \$20,000, 1% over \$20,000
PLUMBING PERMITS – RESIDENTIAL	\$40.00 Base plus \$10.00 per fixture
MECHANICAL PERMITS - COMMERCIAL	\$50.00 Base Plus 2 1/2% of valuation up to \$20,000, 1% over \$20,000
MECHANICAL PERMITS - RESIDENTIAL	\$40.00 Base
Water Heater	Plus \$12.00 (each)
Furnace Under 100,000 BTU	Plus \$17.00 (each)
Furnace Over 100,000 BTU	Plus \$21.00 (each)
Gas Piping	Plus \$6.50 (each)
SIGN PERMIT (Assorted work \$1,000.00)	Bid Value Based (use fee chart)
MISC. ASSORTED WORK (\$1,000.00)	Bid Value Based (use fee chart)
PLAN CHECK FEE	65% of permit fee
State Building Code Surcharge	\$4.50
State Building Code Surcharge (multi-unit dwellings)	\$2.00 per unit per each over one unit

The fee schedule to be applied shall be as set forth in Table 1-A in the uniform Building code, 1997 Edition.

RESOLUTION NO. 2012-13

A RESOLUTION OF THE CITY OF CLARKSTON TO ESTABLISH LAND USE APPLICATION FEES.

WHEREAS, Clarkston Municipal Code, Chapter 17, authorizes the City Council to establish application fees for various land use processes; and

WHEREAS, the processing of such applications requires attendant time and labor of employees of the City at an additional cost to the City;

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

The following fees are hereby established, to be imposed by the City in processing the various land use applications in accordance with Clarkston Municipal Code Chapter 17:

- | | |
|------------------------------------|----------------------------|
| 1. SUBDIVISION: | |
| A. Preliminary Plat | \$400.00 plus \$20 per lot |
| B. Final Plat | \$400.00 plus \$20 per lot |
| 2. BINDING SITE PLAN | \$250.00 plus \$10 per lot |
| 3. SHORT PLAT | \$300.00 |
| 4. BOUNDARY LINE ADJUSTMENT | \$100.00 |
| 5. PLANNED UNIT DEVELOPMENT | \$750.00 |
| 6. REVISION TO APPROVED PLAN | \$100.00 |
| 7. ZONING TEXT CHANGE | \$350.00 |
| 8. ZONING MAP CHANGE | \$350.00 |
| 9. COMPREHENSIVE PLAN CHANGE | \$350.00 |
| 10. ZONING VARIANCE | \$250.00 |
| 11. CONDITIONAL USE PERMIT | \$250.00 |
| 12. STREET/ALLEY VACATION | \$100.00 |
| 13. ADMINISTRATIVE DECISION APPEAL | \$100.00 |
| 14. SHORELINE PERMIT | \$200.00 |
| 15. SEPA | \$100.00 |

ADOPTED this _____ day of December, 2012.

Kathleen A. Warren, Mayor

Vickie Storey, City Clerk

FIRE AND LIFE SAFETY
SERVICES AGREEMENT

This agreement is made on the _____ day of _____, 2012, between the City of Clarkston, a Washington municipal corporation, hereinafter referred to as "City", and the Board of the Port of Wilma Volunteer Fire Department, on behalf of its members and the Port of Whitman County, hereinafter referred to as the "Department".

WHEREAS, the Department desires to contract for fire protection services; and

WHEREAS, the City desires to provide fire protection services on a contract basis to the Port of Wilma;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1.0 CONSIDERATION

1.1 The City shall provide to the Department at the Port of Wilma the following fire protection and other services:

- 1.1.1 Emergency medical services (EMS);
- 1.1.2 Structure, vehicle and wildland fire response;
- 1.1.3 Hazardous materials response under Washington State Patrol guidance;
- 1.1.4 Annual fire inspection, annual flowing of hydrants, and annual submission of incident reports to the State as necessary; and
- 1.1.5 Additional fire inspections upon discovery of serious threat to life or fire code violation.

1.2 The Department shall pay the City as follows:

- 1.2.1 EMS Response of Rescue One \$300.00/call
- 1.2.2 Fire Response (<60 minutes) \$300.00/call
For any combination of one or two engines, ladder truck or tender from an agency plus personnel costs for all firefighters responding to the incident beyond the first 6 responders. Emergency wildland fire suppression vehicles (brush trucks) will be compensated at \$125.00/call with 2 firefighters. Firefighting foam used to contain/extinguish fires will be replaced. This section applies to fire response agencies requested through mutual aid agreements as well as Clarkston.
- 1.2.3 Fire Response (>60 minutes) \$300.00/hour

To be charged for each hour after the initial hour addressed in section 1.2.2, including response and return to service time. \$175.00/hr.

For each engine, ladder truck or tender plus personnel costs for all firefighters working the incident beyond the first 3 responders on each engine, ladder truck or tender \$125.00/hr.

For each brush truck plus personnel costs for all firefighters working the incident beyond 2 responders on each brush truck. This section applies to fire response agencies requested through mutual aid agreements as well as Clarkston.

1.2.4 Fire Service Administrative Fee
\$7,000.00/annually

1.2.5 Additional (follow up) fire inspections Actual personnel cost
or after 32 hours are expended on annual
fire inspections.

2.0 SPECIALISTS

If fire inspections or incidents require technical specialists or additional experts, the Port of Wilma volunteer Fire Department will be advised by the City, and the Department agrees to pay for all costs related to the additional experts.

3.0 BILLING

3.1 The annual administrative fee is due by November 15 of each year of the agreement.

3.2 The City shall provide itemized billings to the Department for services provided under this agreement. The Department shall direct payments to "City of Clarkston" within 30 days of the mailing of itemized billings.

4.0 TERM

The term of this agreement shall be three (3) years. This agreement shall begin January 1, 2012. This agreement shall end December, 2014.

5.0 TERMINATION

This agreement may be terminated by either party upon ninety (90) days advance written notice.

6.0 INDEMNIFICATION

The Wilma Fire Department, on behalf of its members, and the Port of Whitman County agree to indemnify the City and hold the City harmless from any and all liability, loss or damage the Port or City may suffer as a result of the City's performance of this agreement, other than acts of recklessness, willful misconduct, or intentional acts.

DATED this _____ day of _____, 2012.

CITY OF CLARKSTON

Kathleen A. Warren, Mayor

Approved by the Board of Directors of the Port of Wilma volunteer Fire Department at its meeting on the _____ day of _____, 20__.

PORT OF WILMA VOLUNTEER FIRE DEPARTMENT

Chairman

Approved by the Port of Whitman County Commission, pursuant to Resolution No. _____ at its regular meeting of _____, 20__.

PORT OF WHITMAN COUNTY
