

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, SEPTEMBER 24, 2012**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
September 5, 2012 Joint Meeting, September 10, 2012 Regular Meeting**

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

- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – 9/18**
 - C. Public Works – 9/19**
 - D. Administrative/Intergovernmental -**
 - E. Community Development – no meeting**

- 7. UNFINISHED BUSINESS:**
 - A. Ordinance No. 1506, Budget Amendment - 2nd Reading for Action**

- 8. NEW BUSINESS:**
 - A. Resolution No. 2012-09, Lien Filing Fee (F)**
 - B. Agreement with WA. Traffic Safety Commission, Seatbelt and DUI Emphasis (PS)**
 - C. Authorization for 8TH & Poplar Stormwater Project (PW)**
 - D. Agreement with Riedesel Engineering, Stormwater Project (PW)**

- 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.

CLARKSTON CITY COUNCIL MINUTES
JOINT MEETING WITH ASOTIN COUNTY COMMISSIONERS
September 5, 2012

CALL TO ORDER: Commissioner Jeffords, 7:00 p.m. at Walla Walla Community College

COUNCIL:

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

STAFF:

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

COMMISSIONERS:

Jeffords, Shinn, Brown

DISCUSSION ITEMS:

Asotin County Aquatic Center

Commissioners Jeffords said that Asotin County made a decision to fund \$110,000 to open the waterpark for the 2012 summer. He said they have looked at a lot of options to reduce the amount of the subsidy. They are considering opening the concessions stand again, but feel it would be a minor contribution to funding. Corporate sponsorship was a new effort. They got off to a slow start due to the uncertain future of the facility. They have the potential to raise about \$68,000 per year. Jeffords asked the City why they decided not to contribute this year and what plans are for future years.

Mayor Warren said uncertainty over the state funding and reduced revenues played a big part in the decision. Councilmember Beadles said revenues are down this year and he is concerned with next year. He suggested a tax levy as a possible answer or a parks and rec district.

Commissioner Shinn asked if the city would support a parks and rec district. Beadles said that he couldn't speak for the council, but he would support one.

Councilmember Provost referred to RCW 82.14, which states that the optional sales tax the city is collecting is intended for use at the discretion of the local government. Shinn said the commissioners do not question that the city's action to impose the tax was legal. He asked if the county should assume they will not see any contributions from the tax revenue in the future.

Provost brought up prior revenues sources such as, the snack bar, tube rentals and retail sales. Jeffords said they are not sure it would be cost effective to prohibit picnic coolers if the result would be that families do not come to the park. The commissioners are having some discussion with the fair board regarding the snack bar. Provost also asked about revenue generated from parties, room rental, gym equipment and savings from the use of pool covers. Jeffords said they have made some cost savings changes, such as intermittent pumps and are looking an energy audit for lighting.

Councilmember Blackmon said any contribution would have to depend on the city's budget. If the commissioners send a letter requesting funds, it would be reviewed during the budget process.

Commissioner Brown commented that the feasibility study said the pool would lose money and the study was correct.

Shinn said the board has done some research on forming a parks and rec district. It would take between 6 and 18 months to get in place. The commissioner's will continue to look for other funding sources.

Stormwater

Councilmember Beadles said he has done a lot of research on stormwater. He said the City would like to see the ERU rate dropped to \$3.50. HE commented that there seems to be some confusion

as to where stormwater regulations are going. Councilmember Nash commented that maybe stormwater fees could be dropped and that could offset the tax increase from a parks and rec district. Mayor Warren said the city currently makes up \$1.50 per ERU from the general fund. She would prefer to see the fees kept as low as possible, but covering costs and keeping some in reserve. Commissioner Shinn commented that creating a new taxing district costs money and suggested that the stormwater fee could be reduced and the city could contribute the amount that is being used to subsidize the stormwater fund to the aquatic center.

Commissioner Brown said they will be starting work on the stormwater budget soon and will be looking at some different ideas. He said there could be some major stormwater projects coming up and funds will be needed.

Mayor Warren said a lot of work went in to establishing the system we have. We should be sure of the program before we start changing things. Brown commented that more regulations will be coming in the future, not less. Jeffords added that the Phase II permit was pushed back a year. But we could potentially be lumped in with larger entities like Pullman and Spokane, which would not be good for us.

Jeffords said it sounds like the city is asking the stormwater management team to take a hard look at costs.

Mutual Aid

Mayor Warren said she sits on the Regional EMS Task Force, but that group does not address mutual aid. She is concerned with the lack of fire mutual aid for Clarkston. She said we realize the commissioners are not in control but would like to see them encourage cooperation.

Commissioner Brown suggested the city meet with the fire commissioners.

Councilmember Nash commented that this should not be a political issue. It should be about the citizens.

Commissioner Shinn said the commissioners would be willing to draft a letter to Fire 1 to encourage a meeting.

Councilmember Beadles commented that there seems to be a lot of resistance to any compromise.

Additional topics

Commissioner Shinn said he has heard rumors that the city is considering annexing between 13th and 15th Streets. Councilmember Beadles said that rumor makes the rounds often, but the council has not taken any action to start annexation proceedings. He said annexation in that area is not a council goal.

Commissioner Shinn said he appreciated the opportunity to sit with council and have an open dialogue. Jeffords said at least the commissioner know now that they need to look for other avenues to fund the aquatic center.

ADJOURNMENT:

Meeting adjourned at 8:10 p.m.

Vickie Storey, City Clerk

Kathleen A Warren, Mayor

CLARKSTON CITY COUNCIL MINUTES
September 10, 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:

APPROVAL OF MINUTES: MOTION BY BEADLES/PROVOST to approve the minutes of the August 27, 2012, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public

B. From the Mayor

Mayor Warren asked council if they would like to send a letter to the county commissioners proposing a regular series of joint meetings. Councilmember Beadles suggested we schedule meetings only when there are topics to discuss. Warren asked if council would like to meet with the Fire District Commissioners to discuss mutual aid. Council was in favor of sending a letter asking them to reconsider a mutual aid agreement.

Councilmember Provost asked Chief Cooper what his thoughts are. Cooper said that the District has expressed no interest in renewing mutual aid agreements, but thinks it is prudent for the city to make the inquiry.

C. From Staff

PWD Martin reported that the pre-construction conference for the WWTP project was held today. Mobilization will start soon. Change order approval was a topic of discussion. Martin said he has approval authority now for \$5,000, but that amount is too low for a project of this size. He said the engineers proposed \$50,000 authority, but Martin is not comfortable with that. He suggested a limit of \$25,000. Councilmember Provost said that finance committee discussed the proposal. He said giving Martin approval authority can keep the project moving rather than having to delay work while waiting for council action on a change order. MOTION BY BEADLES/SMITH to authorize PWD Martin change order approval limits of \$25,000 per change order. 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 September 10, 2012 of \$411,411.87. Motion carried.

Public Safety: Councilmember Beadles said committee met on September 4. Chief Cooper explained the hiring process for the two new positions. Chief Cooper will be reviewing two grant

applications that are still pending. One is for a new fire engine, which we are scheduled to replace in 2013 and the other is a recruitment and retention grant.

Public Works Committee: No meeting.

Admin Committee: Councilmember Manchester reported the committee met on September 10, but there was no business to discuss.

Community Development: No meeting.

UNFINISHED BUSINESS:

A. Ordinance No. 1505, Medical Cannabis Operations Registration – 2nd Reading

Ordinance No. 1505 was read by title. MOTION BY BEADLES/MANCHESTER to adopt Ordinance No. 1505.

Councilmember Nash said he doesn't understand the purpose of this ordinance. Chief Hastings said this will fulfill the state requirement to have a process for allowing collective gardens. This ordinance creates a process, however, federal law still does not allow manufacture or distribution of marijuana. Blackmon asked if the grower would be required to provide some kind of security. Hastings said that the federal government has stated that if the city takes any action to facilitate a grow, the city could be subject to prosecution. Hastings said he does not foresee anyone obtaining federal approval to obtain this registration, so doesn't see security as an issue at this time.

Motion carried; 5-2, Blackmon and Nash opposed.

NEW BUSINESS:

A. Ordinance No. 1506, Budget Amendment – 1st Reading

Ordinance No 1506 was read by title.

COUNCIL COMMENTS:

Councilmember Provost expressed disappointment in the meeting with the county. He said it appeared the commissioners did not want to have any discussion on how the aquatic center might be operated more efficiently, but were only interested in having the city contribute funding.

Councilmember Nash commented that drivers don't seem to be using their turn signals.

Councilmember Beadles said he appreciates the fire department employees who stepped up to help repair the roof. He also commended Inland Metals for loaning a forklift to move some equipment.

MEDIA QUESTIONS:

ADJOURNMENT:

Meeting adjourned at 7:25p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures 9/10/12	CK#51692, 51755,56, 51837-51915	\$152,854.72
Total Payroll, 8/31/12	CK #51693-51754	\$258,557.15

City of Clarkston
Public Works Director
829 5th St.
(509) 758-1662
(509) 769-6019fax

Memo

To: Council

From: James E. Martín, PWD

CC: Mayor Warren

Date: Sept. 12, 2012

Re: Drywell Installation

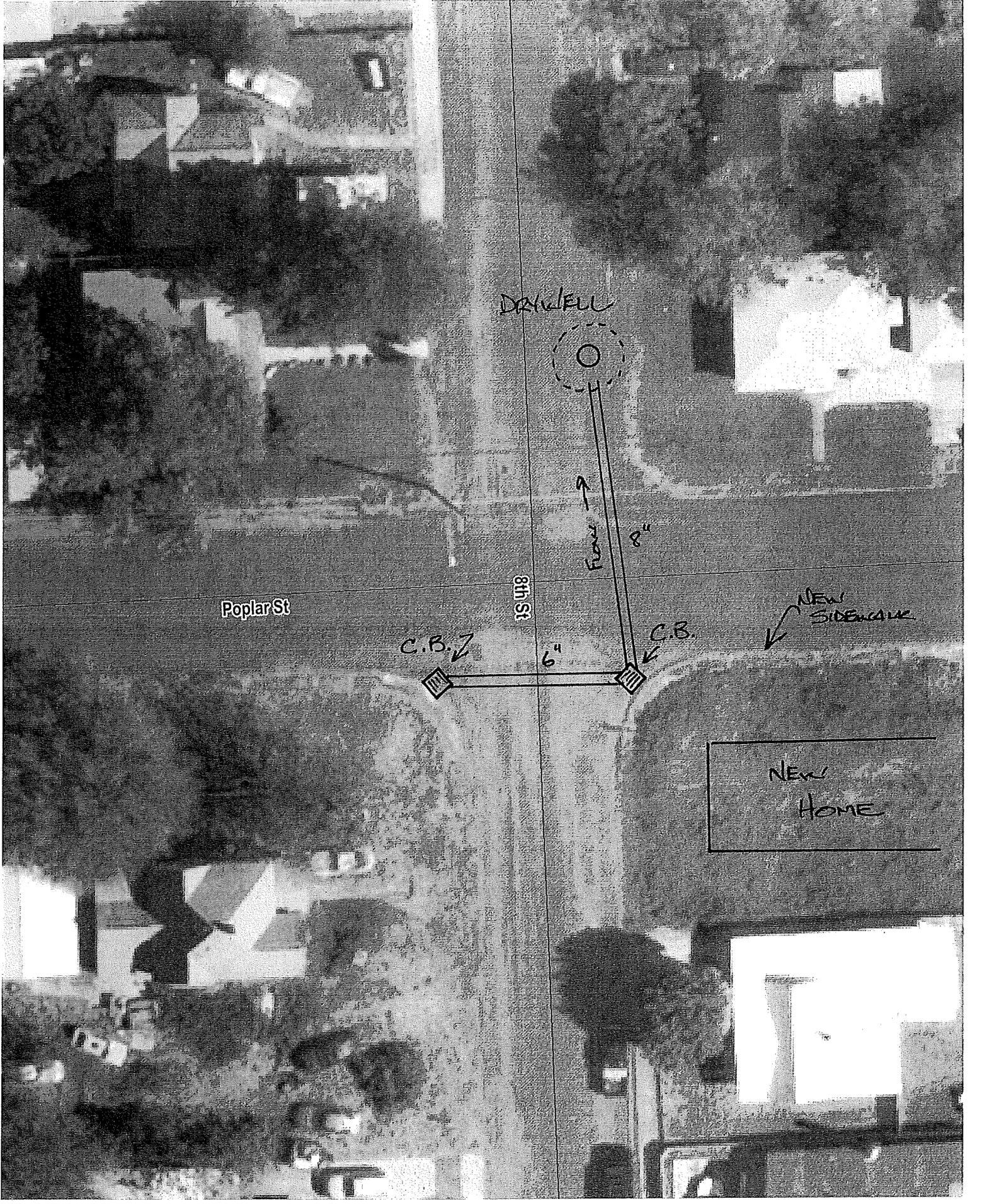
I've been dealing with a problem drainage area at 8th and Poplar Streets. A new home required new curb, gutter and sidewalk and the lack on drainage in the area has been flooding the new installation. I had originally thought to add it to our Bubble-up project that will be done next year but the funding and timing is not helpful.

We have Capital Reserves in our Storm Water program that should be tapped for just this type of project. The project will include the installation of a drywell in conjunction with two catch basins that should allow for control and transfer of the storm water when we are inundated during our storms. I am looking for support of pulling less than \$20,000.00 out of the \$101,840.00 we have in reserves. I had proposed the project to the home owner when they were required to install the new sidewalk.

I have McCall's Classic Construction (\$15,372.50) lined out to begin as soon as they get the go ahead. Thanks for your consideration.

Jim 

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DRAWWELL



6"

8"

Poplar St

8th St

C.B. 7

C.B.

NEW SIDEWALK

NEW HOME



Public Safety Committee

September 18, 2012

Present: Chief Hastings, Chief Cooper, Larry Baumberger, Captain Dan Sokoloski, Captain Rolin Heytvelt, Lewiston Fire Chief Garry DeJong, Terry Beadles

Lewiston Fire Department drove their new fire engine to Clarkston for viewing by the committee and the Clarkston Fire Department. We are preparing to purchase a new fire engine next year; the viewing of their new engine will give us a preview of the product. Chief DeJong and two Lewiston firefighters presented the features on the new engine. After the presentation; Chief DeJong discussed the specifications and purchasing procedure that Lewiston utilized. We appreciate Lewiston Fire Department efforts with this presentation.

Chief Hastings presented the Washington Traffic Safety Commission agreement for funding additional traffic law enforcement. The committee recommends council approval; through an agenda item for our next council meeting.

The Chief is working on a form that would coincide with Ordinance No. 1505 covering Medical Cannabis Operations.

Wal-Mart has requested consideration for a Police Officer during their Black Friday sale. The Chief will research this request.

Public Works Committee
September 19, 2012

G. Nash, J. Martin, L. Baumberger

1. 8th & Poplar project We need to install a drywell to drain a section of road that has been flooding into basements. The owner install gutter and sidewalk and this project will insure that no more flooding will occur. This project can be billed to Stormwater
AGENDA ITEM

2. Riedesel Engineering is doing the designs and construction mgmnt for the Stormwater bubble up project. They are asking for \$44636 which is covered by the grant.
AGENDA ITEM

3. Public Works would like to look into funds to trim and maintain the trees on 6th street.

ORDINANCE NO. 1506

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)	317,280	
COMMUNITY ENHANCEMENT (007)		2,000
RESCUE ONE FUND (102)	5,000	
STREET FUND (103)	117,183	
MUNICIPAL CAPITAL IMPROVEMENT (202)		49,340
SEWER O & M (400)	49,500	4,000
SEWER CONSTRUCTION (405)		279,640
SEWER REVENUE BOND (406)	300	
STORMWATER O & M (409)	3,000	
SANITATION O & M (410)	21,000	
AMBULANCE O & M (420)	8,700	
EMS RESERVE (421)		6,700
TOTALS	521,963	341,680

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 24th day of September, 2012.

Authenticated:

Kathleen A. Warren, Mayor

Vickie Storey, City Clerk

**BUDGET AMENDMENT No 2- 2012
ORDINANCE NO. 1506**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
GENERAL FUND				
001 000 001 308 80 00 00	\$ 1,023,193	\$ 54,239	\$ 1,077,432	Adjust for actual
001 000 001 313 10 00 00	\$ 1,540,000	\$ (84,000)	\$ 1,456,000	Reduce sales tax est.
001 000 001 317 54 00 00	\$ 95,000	\$ (40,000)	\$ 55,000	Bdgt at 10% rate
001 000 001 331 16 60 70	\$ -	\$ 1,100	\$ 1,100	Grant Revenue
001 000 001 331 97 04 43	\$ -	\$ 91,100	\$ 91,100	Grant Revenue
001 000 001 336 06 20 00	\$ -	\$ 14,000	\$ 14,000	Unanticipated Revenue
001 000 001 336 06 21 00	\$ -	\$ 1,600	\$ 1,600	Unanticipated Revenue
001 000 001 336 06 26 00	\$ -	\$ 6,000	\$ 6,000	Unanticipated Revenue
001 000 001 336 06 94 00	\$ 44,500	\$ (18,000)	\$ 26,500	Revised Estimate
001 000 001 336 06 95 00	\$ -	\$ 50,000	\$ 50,000	Revised Estimate
001 000 001 397 22 00 20	\$ -	\$ 49,340	\$ 49,340	PUD Hydrant Project
001 000 001 397 76 00 50	\$ -	\$ 2,000	\$ 2,000	South Entry Project
TTL REVENUES	\$ 2,702,693	\$ 127,379	\$ 2,830,072	
001 000 050 515 22 41 52	\$ -	\$ 125,000	\$ 125,000	Skyline defense
001 000 060 521 10 26 55	\$ -	\$ 4,800	\$ 4,800	Contract settlement
001 000 080 522 10 12 00	\$ 118,000	\$ 28,050	\$ 146,050	FEMA hires
001 000 080 522 10 21 00	\$ 31,500	\$ 2,100	\$ 33,600	FEMA hires
001 000 080 522 10 22 00	\$ 20,000	\$ 1,450	\$ 21,450	FEMA hires
001 000 080 522 10 24 00	\$ 11,200	\$ 905	\$ 12,105	FEMA hires
001 000 080 522 10 26 10	\$ 58,000	\$ 5,660	\$ 63,660	FEMA hires
001 000 080 522 10 26 20	\$ 4,200	\$ 415	\$ 4,615	FEMA hires
001 000 080 522 10 26 30	\$ 1,100	\$ 125	\$ 1,225	FEMA hires
001 000 080 522 10 26 40	\$ 3,600	\$ 80	\$ 3,680	FEMA hires
001 000 080 522 10 26 50	\$ 1,150	\$ 145	\$ 1,295	FEMA hires
001 000 080 522 10 35 00	\$ 5,600	\$ 11,400	\$ 17,000	FEMA Grant
001 000 080 522 10 48 30	\$ 1,700	\$ 1,270	\$ 2,970	FEMA Grant
001 000 080 522 10 49 40	\$ 3,200	\$ 4,415	\$ 7,615	FEMA Grant
001 000 080 594 22 64 91	\$ -	\$ 73,125	\$ 73,125	FEMA Grant
001 000 080 594 22 63 10	\$ 8,000	\$ 49,340	\$ 57,340	PUD Project
001 000 090 559 90 49 30	\$ -	\$ 7,000	\$ 7,000	Abatement
001 000 110 576 80 48 10	\$ 14,000	\$ 2,000	\$ 16,000	South Entry Project
001 999 001 508 80 00 00	\$ 817,958	\$ (189,901)	\$ 628,057	Adjust Ending Balance
TTL EXPENDITURES	\$ 1,099,208	\$ 127,379	\$ 1,226,587	
CURRENT EXPENSE RESERVE	\$ 317,280	\$ -	\$ 317,280	

**BUDGET AMENDMENT No 2- 2012
ORDINANCE NO. 1506**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
004 000 041 308 80 00 00	\$ 430,056	\$ 1,375	\$ 431,431	Adjust for Actual Beg Bal
004 999 041 508 80 00 00	\$ 471,056	\$ 1,375	\$ 472,431	Adjust End Balance
		\$ -		
EMPLOYEE BENEFIT RESERVE				
006 000 042 308 80 00 00	\$ 88,614	\$ 90	\$ 88,704	Adjust for Actual
006 999 042 508 80 00 00	\$ 88,914	\$ 90	\$ 89,004	Adjust End Balance
COMMUNITY ENHANCEMENT PROJECTS				
007 000 043 308 80 00 00	\$ 49,501	\$ 144	\$ 49,645	Adjust for Actual
007 000 043 597 76 00 50	\$ -	\$ 2,000	\$ 2,000	
007 999 043 508 80 00 00	\$ 35,701	\$ (1,856)	\$ 33,845	Adjust Ending Balance
RESCUE UNIT ONE FUND				
102 000 081 308 80 00 00	\$ 5,331	\$ 3,819	\$ 9,150	Adjust for Actual
102 000 081 526 80 35 00	\$ -	\$ 2,000	\$ 2,000	Equip Purch
102 000 081 594 26 64 90	\$ -	\$ 3,000	\$ 3,000	Equip Purch
102 999 081 508 80 00 00	\$ 5,181	\$ (1,181)	\$ 4,000	Adjust End Balance
TOTAL EXPENDITURES	\$ 5,181	\$ 3,819	\$ 9,000	
STREET FUND				
103 000 130 308 80 00 00	\$ 152,268	\$ (5,341)	\$ 146,927	Adjust for Actual
103 000 130 334 04 20 00	\$ 299,000	\$ 116,000	\$ 415,000	Increase to Grant
103 000 130 369 90 00 00	\$ -	\$ 1,183	\$ 1,183	Health Dept (Bike racks)
TTL REVENUES	\$ 451,268	\$ 111,842	\$ 563,110	
		\$ 117,183		
103 000 130 5490 35 00	\$ 1,000	\$ 1,183	\$ 2,183	Bike Racks
103 000 132 595 63 63 00	\$ 299,000	\$ 116,000	\$ 415,000	Increased Scope
103 999 130 508 80 00 00	\$ 24,863	\$ (5,341)	\$ 19,522	Adjust End Balance
TTL EXPENDITURES	\$ 324,863	\$ 111,842	\$ 436,705	
		\$ 117,183		
STREET DEPT RESERVE				
105 000 133 308 80 00 00	\$ 155,076	\$ 416	\$ 155,492	Adjust to Actual
105 999 133 508 80 00 00	\$ 155,376	\$ 416	\$ 155,792	Adust End Balance

**BUDGET AMENDMENT No 2- 2012
ORDINANCE NO. 1506**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
VEHICLE REPLACEMENT FUND				
016 000 220 308 80 00 00	\$ 228,207	\$ (67,742)	\$ 160,465	Adjust to Actual
016 000 220 316 74 00 00	\$ 65,000	\$ (7,000)	\$ 58,000	Reduce Estimate
016 999 220 508 80 00 00	\$ 320,707	\$ (74,742)	\$ 245,965	Adjust End Balance
D.A.R.E. FUND				
017 000 063 308 80 00 00	\$ 10,634	\$ 2,766	\$ 13,400	Adjust to Actual
017 999 063 508 80 00 00	\$ 7,584	\$ 2,765	\$ 10,349	Adjust end Balance
DRUG ENFORCEMENT FUND				
108 000 064 308 80 00 00	\$ 52,618	\$ 828	\$ 53,446	Adjust to Actual
108 999 064 508 80 00 00	\$ 48,268	\$ 828	\$ 49,096	Adjust End Balance
NATIONAL NIGHT OUT FUND				
010 000 066 308 80 00 00	\$ 3,506	\$ 185	\$ 3,691	Adjust to Actual
010 999 066 508 80 00 00	\$ 2,406	\$ 185	\$ 2,591	Adjust End Balance
VICTIM RIGHTS FUND				
011 000 051 308 80 00 00	\$ 36,538	\$ 2,181	\$ 38,719	Adjust to Actual
011 999 051 508 80 00 00	\$ 37,638	\$ 2,181	\$ 39,819	Adjust End Bal
LODGING TAX FUND				
130 000 211 308 80 00 00	\$ 529,635	\$ 5,808	\$ 535,443	Adjust to Actual
130 000 211 308 80 00 00	\$ 522,255	\$ 5,808	\$ 528,063	Adjust Ed Balance
MUNICIPAL CAPITAL IMPROVEMENT				
202 000 240 308 80 00 00	\$ 272,035	\$ (218,797)	\$ 53,238	Adjust to Actual
202 000 240 597 22 00 20	\$ -	\$ 49,340	\$ 49,340	PUD Project
202 999 240 508 80 00 00	\$ 307,335	\$ (268,137)	\$ 39,198	Adjust End Balance
		\$ 49,340		
CDBG FUND				
037 000 170 308 80 00 00	\$ 39,143	\$ 5,119	\$ 44,262	Adjust to Actual
037 999 170 508 80 00 00	\$ 14,043	\$ 5,119	\$ 19,162	Adjust End Balance
SEWER O & M FUND				

**BUDGET AMENDMENT No 2-2012
ORDINANCE NO. 1506**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
Trf from 400, Debt Svc	\$ 126,500	\$ 4,000	\$ 130,500	Increase transfer
TOTAL REVENUES	\$ 261,610	\$ 4,596	\$ 266,206	
		\$ 600		
Other Debt Service Costs	\$ -	\$ 300	\$ 300	BofNY Fees
Reserved End Balance	\$ 130,600	\$ 4,506	\$ 135,106	Adjust Reserve Bal
Unreserved End Balance	\$ 910	\$ (210)	\$ 700	Adjust End Balance
TOTAL EXPENDITURES	\$ 131,510	\$ 4,596	\$ 136,106	
		\$ 300		
PWTF LOAN				
407 000 147 308 80 00 00	\$ 2,721	\$ 61	\$ 2,782	Adjust to actual
407 999 147 508 80 00 00	\$ 2,721	\$ 61	\$ 2,782	Adjust End Bal
SRF LOAN				
408 000 148 308 80 00 00	\$ 2,307	\$ 119	\$ 2,426	Adjust to Actual
408 999 148 508 80 00 00	\$ 20,382	\$ 119	\$ 20,501	Adjust End Balance
STORMWATER O & M				
409 000 049 308 80 00 00	\$ 50,000	\$ (4,088)	\$ 45,912	Adjust to Actual
409 000 049 343 50 01 00	\$ 250,000	\$ (5,000)	\$ 245,000	Revise to trend
409 000 049 359 90 00 00	\$ 9,000	\$ (2,000)	\$ 7,000	Revise to trend
409 000 049 369 90 00 00	\$ 59,360	\$ (14,360)	\$ 45,000	Reduce (payroll)
TOTAL REVENUES	\$ 368,360	\$ (25,448)	\$ 342,912	
		\$ (21,360)		
SANITATION O & M FUND				
409 000 049 538 31 49 30	\$ -	\$ 500	\$ 500	Credit card fees
409 000 049 538 31 51 53	\$ 2,000	\$ 2,500	\$ 4,500	Increase for actual
409 999 049 508 80 00 00	\$ 56,000	\$ (28,448)	\$ 27,552	Adjust End Balance
TOTAL EXPENDITURES	\$ 58,000	\$ (25,448)	\$ 32,552	
		\$ 3,000		
SANITATION O & M FUND				
410 000 150 308 80 00 00	\$ 214,851	\$ 45,240	\$ 260,091	Adjust for Actual
410 000 150 359 90 00 00	\$ 11,000	\$ 5,000	\$ 16,000	
TOTAL REVENUES	\$ 225,851	\$ 50,240	\$ 276,091	
		\$ 5,000		
SANITATION O & M FUND				
410 000 150 537 70 10 00	\$ 68,000	\$ 4,000	\$ 72,000	Contract Increase
410 000 150 537 80 10 00	\$ 285,000	\$ 5,000	\$ 290,000	Contract Increase

**BUDGET AMENDMENT No 2- 2012
ORDINANCE NO. 1506**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
410 000 150 537 80 10 20 Seasonal Wages	\$ -	\$ 5,000	\$ 5,000	Temp Hire
410 000 150 537 80 23 00 Unemployment comp	\$ 1,500	\$ 2,000	\$ 3,500	
410 000 150 537 80 48 20 Vehicle Maintenance	\$ 20,000	\$ 5,000	\$ 25,000	Repairs & Tires
410 999 150 508 80 00 00 Unreserved End Balance	\$ 196,841	\$ 29,240	\$ 226,081	Adjust End Balance
TTL EXPENDITURES	\$ 797,192	\$ 105,480	\$ 348,091	
		\$ 21,000		
411 000 151 308 80 00 00 Unreserved Beg Bal	\$ 134,618	\$ 420	\$ 135,038	Adjust to Actual
411 999 151 508 80 00 00 Unreserved End Bal	\$ 154,818	\$ 420	\$ 155,238	Adjust End Balance
AMBULANCE / EMS				
420 000 084 308 80 00 00 Unreserved Beg Bal	\$ 8,577	\$ 6,155	\$ 14,732	Adjust to Actual
420 000 084 311 10 00 00 Property Taxes	\$ 486,800	\$ 13,200	\$ 500,000	
420 000 084 338 26 20 00 Port of Wilma	\$ 4,500	\$ (4,500)	\$ -	
420 000 084 397 22 00 10 Trf from 421	\$ -	\$ 6,700	\$ 6,700	Ambulance Purch
TOTAL REVENUES	\$ 499,877	\$ 21,555	\$ 521,432	
		\$ 8,700		
420 000 084 522 10 22 00 Retirement	\$ 24,200	\$ 2,000	\$ 26,200	
420 000 084 594 22 64 10 Vehicles	\$ -	\$ 6,700	\$ 6,700	Ambulance
420 999 084 508 80 00 00 Unreserved Ending Balance	\$ 44,878	\$ 12,855	\$ 57,733	Adjust End Balance
TOTAL EXPENDITURES	\$ 69,078	\$ 21,555	\$ 90,633	
		\$ 8,700		
EMS RESERVE				
421 000 082 308 80 00 00 Unreserved Beg Bal	\$ 35,828	\$ 106	\$ 35,934	Adjst to Actual
421 000 082 597 22 00 10 Trf to 420	\$ -	\$ 6,700	\$ 6,700	Purch Ambulance
421 999 082 508 80 00 00 Unreserved End Balance	\$ 44,878	\$ (6,594)	\$ 38,284	Adjust End Balance
TOTAL REVENUES		\$ 29,923		
TOTAL EXPENDITURES		\$ 521,963		
Other Rev	\$	\$ 199,870		
Other Exp	\$	\$ 341,680		

RESOLUTION NO. 2012-09

A RESOLUTION OF THE CITY OF CLARKSTON TO ESTABLISH A HANDLING CHARGE FOR FILING LIENS

WHEREAS, RCW 35A.60.010 authorizes cities to claim and foreclose liens for certain services performed to property; and

WHEREAS, the filing and releasing of liens requires payment of fees for recording of the documents and the processing of such lien filings 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:

1. There is hereby established a handling charge for liens filed by the City of Clarkston, which charge shall be \$200.00.
2. The City Clerk of the City of Clarkston is authorized and directed to assess said handling charge in addition to, and as a part of, the payment or obligation due or made to the City of Clarkston for which the lien was filed.

The effective date of this resolution shall be September 25, 2012.

DATED this _____ day of September 2012.

Kathleen Warren, Mayor

Vickie Storey, City Clerk



**MEMORANDUM OF UNDERSTANDING
WASHINGTON TRAFFIC SAFETY COMMISSION**

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the _____ (Agency) and the **Washington Traffic Safety Commission (WTSC)**.

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (as outlined in Addendum A), in support of Target Zero priorities. **The Target Zero Manager and Law Enforcement Liaison assigned to your county shall coordinate the Scope of Work as outlined below:**

TERM: October 1, 2012 - September 30, 2013

AMOUNTS

**Impaired Driving: \$ _____
CFDA# 20.601**

**Seat Belts: \$ _____
CFDA # 20.602**

These funds shall not be commingled and are only to be utilized for the specific emphasis area.

**SWV _____
(Agency) Statewide Vendor Number**

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. **GOAL:** To reduce traffic related deaths and serious injuries by engaging in multijurisdictional HVE patrols in the areas of impaired driving and occupant protection.
2. **SCOPE OF WORK:**

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols for all or part of the following:

- Holiday DUI Patrols;** November 21, 2012 – January 1, 2013
- St. Patrick's Day DUI Patrols;** March 14, 2013 – March 18, 2013
- Summer Kick-Off DUI Patrols;** June 21, 2013 – July 7, 2013
- Drive Sober or Get Pulled Over Labor Day DUI Crackdown;** August 16, 2013 – September 2, 2013.

These patrols shall occur in locations where the highest rate of fatality and serious injury collisions caused by impaired driving occur in your geographic area of the state and will not begin before 4:00 pm. Patrols will occur Friday-Sunday, with the exception of:

Wednesday and Thursday, November 21 and 22, to cover Thanksgiving;
Wednesday and Thursday, July 3 & 4, to cover the 4th of July, and;
Monday, September 2 to cover the Labor Day Holiday

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates:

May 20 – June 2, 2013; these shall occur where the lowest rates of occupant protection use occur in your geographic area of the state. These patrols will not begin before 4:00 pm. **Agency agrees to take a zero tolerance approach to seat belt and child car seat violations.**

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the seat belt patrols.

3. CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Addendum A** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Director.

These are enforcement activities intended to apprehend impaired drivers, and unbuckled vehicle occupants. It is expected that Notices of Infraction/Citation (NOI/C's) will be issued at contact unless circumstances dictate otherwise.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all of the officers participating in patrols under the terms of this agreement are SFST trained. SFST training is required as follows:

- Officers who received SFST training prior to 2008 will need to pass SFST refresher training before participating in these patrols or will have successfully completed the Advanced Roadside Impaired Driving Enforcement (ARIDE) in 2010 or later. Current Drug Recognition Experts are exempt from the SFST refresher.

- Officers who received SFST training in 2008 or later will need to take the SFST refresher training, which is offered with their BAC refresher, to stay current and be

qualified to work these patrols. (BAC re-certification and SFST refresher training are required every three years.)

Media Contacts:

All of these patrols are conducted as part of highly publicized efforts. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions. ***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Name/Title

Name/Title

Office Phone & e-mail

Office Phone & e-mail

Cell Phone

Cell Phone

Available weekends per above?* Available weekends per above?*

4. PAYMENT FOR LAW ENFORCEMENT: **Agency** will provide commissioned law enforcement with appropriate equipment (vehicle, radar, etc.) and on an overtime basis (not to exceed 1.5 times their normal salary and benefits) to participate in these emphasis patrols.
5. SHIFT LENGTH: **Agency** will not schedule individual officer shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)
6. RESERVE OFFICERS: **Agency** certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. **Agency** understands that reserve officers are not eligible for *overtime* for this project.
7. DISPATCH: **WTSC** will reimburse communications officers/dispatch personnel for work on this project providing **Agency** has received prior approval from the **WTSC** Program Manager.
8. GRANT AMOUNT: **WTSC** will reimburse Agency for overtime salary and benefits. The total cost of overtime and benefits shall not be exceeded in any one campaign area and **funds may not be commingled between campaign areas.**

Upon agreement by the **Agency** and the local Target Zero Manager, the DUI or Occupant Protection allocation may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific emphasis area. Any increase in allocation exceeding 50% will require an amendment to this document.

9. PERFORMANCE STANDARDS:

- a. Participating law enforcement officers are required to have a minimum of 3 self-initiated contacts per hour of enforcement.
- b. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable.
- c. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact **WILL NOT** be reimbursed.

10. REIMBURSEMENT OF CLAIMS: Claims for reimbursement must include:

a. Invoice Voucher (A19-1A Form).

- 1) **Agency** identified as the "Claimant"
- 2) **Statewide Vendor Number** (bottom of Claimant box)
- 3) A Federal Tax ID #,
- 4) Original signature of the agency head, command officer or contracting officer.

b. Payroll support documents (signed overtime slips, payroll documents, etc.).

c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour

Emphasis Patrol Activity Logs cannot be modified.

Payment cannot be made unless these activity logs are included.

The Invoice Voucher (A19-1A Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to your Target Zero Manager for review. The Target Zero Manager will forward these documents to WTSC for processing and payment.

11. DEADLINES FOR CLAIMS

All claims must be approved by your Target Zero Manager, please allow adequate time for processing in order to meet the following deadlines:

- a. **First Deadline:** All claims for reimbursement for emphasis conducted from October 1, to June 30, must be received by **WTSC** no later than August 15, 2013.

- b. **Second Deadline:** All claims for reimbursement for emphasis conducted between July 1 and September 30 must be received by **WTSC** no later than November 15, 2013.

(NOTE: Two separate invoices may be necessary for the Summer Kick-off District patrols if hours are worked in both June and July.)

Invoices submitted for reimbursement after the above dates, will not be paid. WTSC will NOT accept faxed invoices.

12. **DISPUTES:** Disputes arising under this Memorandum shall be resolved by a panel consisting of one representative of the **WTSC**, one representative from **Agency**, and mutually agreed upon third party. The dispute panel shall decide the dispute by majority vote.

13. **TERMINATION:** Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

14. **SUPLANTING DISCLAIMER:** I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Agency Signature

Washington Traffic Safety
Commission Signature

(Date)

(Date)

Agency Address (where fully executed copy of this document will be mailed):

Street

City, State Zip Attn:

**Please return this signed MOU (No later than October 24, 2012) to
your Target Zero Manager:**

**Nancy McClenny-Walters, Walla Walla County Traffic Safety Task Force
PO Box 1595
Walla Walla, WA 99362**

Target Zero Manager will forward this signed document to:

Angie Ward, WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944
360.725.9860

No later than October 31, 2012

Addendum A

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of tougher enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.

- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by fatality and serious injury collision data.

Responsibilities

WTSC:

- Provide Funding.
- Coordinate paid media at the state level.
- Lead earned media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - Drive Hammered Get Nailed.
- Summarize enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Coordinate mobilization briefings.
- Lead earned media efforts for:
 - St. Patrick's Day DUI
 - Summer DUI
- Lead earned media efforts (optional) for all other mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC.

Law Enforcement Agencies:

- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.

- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2 section 3 of this document.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement.

Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and may not be considered for reimbursement.

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Agency Signature

Date



City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1684 • Fire: (509) 758-8681 • Fax: (509) 758-1670

829 5th Street • Clarkston, WA 99403

8th and POPLAR STREETS DRAINAGE PROJECT

This agreement is made and entered into this _____ day of _____ 2012, between the City of Clarkston and Classic Construction, hereinafter call "Contractor".

Contract Title: 8th and Poplar Streets Drainage Project
Contractor Name: Randy McCall
Business Name: McCall's Classic Construction
Business Address: 945 Beachview Blvd., Clarkston Wa. 99403
Business Phone: 798-8946
Contractor's Reg: MCCALCC024KI

WITNESSETH: That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall perform all work and furnish all tools, materials and equipment for the following named project – 8th and Poplar Streets Drainage Project for the bid price of \$14,300.00 plus sales tax of \$1,072.50, for a total of \$15,372.50.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Clarkston.

2. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required for the Contractor in the contract.

3. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as provided herein.

4. Description of Work to be performed:

Installation of one 600 gallon drywell, 2 catch basins, with 6" and 8" PVC pipe connecting the three components.

- Traffic control will be the responsibility of the Contractor
- Permits will be obtained by Contractor



5. Requirements to be met by Contactor:

- Affidavit showing intent to pay prevailing wage
- Valid City of Clarkston business license
- Valid Washington State contractor's license
- In lieu of performance bond, 50% of the contract will be retained for thirty days after the date of final acceptance or until receipt of all necessary releases from Dept. of Revenue and L & I and settlement of any liens.
- All sales tax will be paid by Contractor and the amount shown separately on all invoices

6. Indemnification/Hold Harmless: The 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 in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

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

7. MINIMUM SCOPE OF INSURANCE

A. Contractor shall obtain insurance of the types described below:

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

b. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground

property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

c. Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington.

d. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of the fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary building and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

e. Professional Liability insurance appropriate to the Consultant's profession.

B. Contractor shall maintain the following minimum amounts of insurance:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$500,000 per accident;
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- c. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- d. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

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

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

c. Contractor's Insurance For Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

8. WAIVER OF SUBROGATION

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk Insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

9. ACCEPTABILITY OF INSURERS

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

10. VERIFICATION OF COVERAGE

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

11. TERMINATION OF THE CONTRACT.

a. If the Contractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Contract or Design Documents or otherwise materially breaches the Contract, Owner shall provide Contractor with seven calendar days' written notice of the breach and provide the Contractor with an opportunity to cure the Contract. Should Contractor fail to take steps to cure the Contract, Owner shall have the right to terminate the Contract. Contractor shall be compensated for the Work performed by Contractor up to the date of termination plus incurred overhead and earned profit. Owner shall also be entitled to recover the cost of expenses consequentially related to the termination.

b. Contractor may terminate this Contract if Owner fails or neglects to carry out its obligations in accordance with the Contract or Design Documents or otherwise materially breaches the Contract, Contractor shall provide Owner with seven calendar days' notice of the breach and provide Owner with an opportunity to cure the Contract. Should Owner fail to cure the Contract, Contractor shall have the right to terminate the Contract. Contractor shall be entitled to payment for work completed plus spent overhead and earned profit. Contractor shall also be entitled to recover the cost of expenses consequentially related to the termination.

In Witness hereof Owner and Contractor have caused this Agreement to be executed and accepted by their duly authorized officials:

CONTRACTOR

CITY OF CLARKSTON

Randy McCall, Owner

Kathleen A. Warren, Mayor

Date

Date

**CITY OF CLARKSTON
AGREEMENT FOR PLANNING and ENGINEERING SERVICES**

CLARKSTON BUBBLE UP RETROFIT PROJECT

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between the City of Clarkston, hereinafter called the OWNER and Riedesel Engineering, Inc., 77 Southway, Suite C, Lewiston, ID 83501, hereinafter referred to as the ENGINEER.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereinafter contained, the parties hereto mutually agree as follows:

The work of this Agreement is for the following project:

PROJECT NAME: Clarkston Bubble Up Retrofit Project.

hereinafter referred to as the PROJECT, and the ENGINEER agrees to perform or furnish the various professional services stipulated in this Agreement for the planning and engineering services for said PROJECT.

SUB-CONSULTANTS

The OWNER approves the Consultant's utilization of Strata, Inc., a sub-consultant for geotechnical engineering.

The ENGINEER shall have sole responsibility for the management, direction, and control of each Sub-consultant and shall be responsible and liable to the OWNER for the satisfactory performance and quality of work performed by Sub-consultant under the terms and conditions of this Agreement. The ENGINEER shall include all the applicable terms and conditions of this Agreement in each Sub-consultant Agreement between the Consultant and Sub-consultant.

WITNESSETH:

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
ENGINEERING SERVICES

1.01 BASIC SERVICES

The ENGINEER agrees to perform or furnish professional engineering services in connection with the PROJECT, including normal planning and engineering services

related thereto, as outlined in the Exhibit A and as set forth below and contained within this document.

Exhibit A– Scope of Services

1.02 ADDITIONAL SERVICES

When authorized in writing by the owner, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement.

(1) Services as required due to changes in the scope of the PROJECT or its design, including but not limited to, changes in size, complexity or schedule.

(2) Revising studies, reports, design documents or drawings which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

(3) Provide services as an expert witness for the OWNER in connection with litigation or other proceedings involving the PROJECT.

(4) Provide services with condemnation action for the OWNER in connection with land acquisition for the PROJECT.

(5) Provide relocation services or relocation plans for the OWNER in connection with land acquisition for the PROJECT.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 OWNER'S RESPONSIBILITIES

The OWNER shall:

(1) Provide copies of all pertinent data including statistics, plans, and studies, on file for the City as outlined in the Scope of Services Exhibit A.

(2) This Agreement shall be administered by Jim Martin, Public Works Director, 829 5th Street, Clarkston, WA 99403; or an authorized representative. The Agreement Administrator will administer this Agreement for performance and payment and will decide all questions, which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The ENGINEER shall address all correspondence, make all requests, and deliver all documents to the Agreement Administrator.

(3) Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

(4) Furnish permits and approvals from all governmental authorities having jurisdiction over this PROJECT and from others as may be necessary for completion of the PROJECT.

(5) Provide legal, title insurance, deeds, accounting, and insurance counseling services necessary for the PROJECT, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for the expenditure of funds.

(6) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(7) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

(8) It is the OWNER's responsibility to provide information that would normally come from the OWNER, however, the ENGINEER shall request from the OWNER the necessary information.

(9) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.

(10) Compensate the ENGINEER for services rendered under this Agreement.

ARTICLE 3

COMPENSATION FOR ENGINEERING SERVICES

3.01 BASIC SERVICES COMPENSATION

The ENGINEER shall provide services in connection with the terms and conditions of this Agreement and the OWNER shall compensate the ENGINEER therefore as follows:

Design Plans and Specifications

The OWNER shall compensate the ENGINEER for Task 2, Design Plans and Specifications, as described in Exhibit A – Scope of Services, on the basis of a lump sum amount of Twenty-Four Thousand, Six Hundred Five Dollars and Zero Cents (\$24,605.00).

The OWNER shall compensate the ENGINEER for Task 3, Construction Management, as described in Exhibit A – Scope of Services, on a time a materials basis with a not to exceed amount of Twenty Thousand Thirty One Dollars and Zero Cents (\$20,031.00). This amount will not be exceeded without prior written approval.

Partial Payment shall be made monthly for the services performed as the work under this Agreement progresses, based on the percentage of completion to the total cost of the fully completed work.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation stipulated hereinabove, the OWNER shall compensate the ENGINEER for Additional Services, Section 1.02, under a separate written agreement. These Additional Services are to be performed or furnished by the ENGINEER only upon written authorization by the OWNER.

3.03 COMPENSATION ADJUSTMENT

It is agreed by the parties hereto that the lump sum amount, as shown in Section 3.01(1), has been calculated on the stipulation that the owner will authorize the ENGINEER to proceed with all of these above said services within one (1) calendar year from the date of this Agreement. It is also agreed that the costs of those services, in whole or in part, that have not been authorized by the OWNER for performance by the ENGINEER within said calendar year shall be adjusted to allow for changes in cost of services, and said adjustment shall be in relation to the ratio of the Department of labor national Average Cost of Living Index. The ratio to be used shall be that of the Cost of Living Index over the previous twelve (12) months. Should notice to proceed with any of the above Sections exceed two and one-half (2 ½) years, those contract amounts shall be renegotiated by mutual consent of the OWNER and ENGINEER.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The OWNER and ENGINEER further agree that:

(1) Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of his monthly statement. The ENGINEER will submit a status report to accompany his monthly statement.

(2) If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

(3) If the PROJECT is delayed or if the ENGINEER's services for the PROJECT are delayed or suspended for more than three (3) months for reasons beyond the ENGINEER's control or beyond the OWNER's control, the ENGINEER or the OWNER, after giving seven (7) days written notice, may terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 REUSE OF DOCUMENTS

All documents including reports, drawings and electronic files prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are the property of the OWNER. ENGINEER may make and retain copies for information and reference. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4.02 DELEGATION OF DUTIES

Neither the OWNER nor the ENGINEER shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

The OWNER reserves the right to terminate this Agreement at any time, upon written notice should any of the following events occur:

- (1) Upon the completion of any phase of this Agreement.
- (2) If the Project is abandoned or indefinitely postponed.

(3) If the ENGINEER's services are, in the judgment of the OWNER, unsatisfactory.

(4) If the ENGINEER fails to prosecute the work with due diligence or fails to complete the work within the time limits specified herein or as subsequently extended.

Except upon voluntary abandonment of the PROJECT by the ENGINEER, in the event the OWNER terminates this Agreement, the OWNER shall be obligated to pay the ENGINEER an amount equal in value to that of the services satisfactorily performed until the time of the termination.

4.04 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representation or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

4.05 GENERAL

(1) Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all court costs and reasonable attorney fees incurred by the prevailing party shall be paid by the non-prevailing party.

(2) Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond control of the other or the other's employees or agents.

(3) In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions or covenants shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

(4) The ENGINEER shall render his services under this Agreement in accordance with generally accepted professional practices.

(5) Any opinions of the estimates Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that such opinions will conform to actual bids received or actual costs to the OWNER.

(6) Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the

other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the OWNER at City of Clarkston, 829 5th Street, Clarkston, WA 99403, or to the ENGINEER 77 Southway, Suite C, Lewiston , Idaho 83501. Either party, the OWNER or the ENGINEER, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

ARTICLE 5 SPECIAL PROVISIONS

5.01 INSURANCE AND INDEMNITY

(1) ENGINEER's Insurance. The ENGINEER shall acquire and maintain statutory workman's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage with a combined single limit for property damage and liability of One Million Dollars (\$1,000,000.00). The ENGINEER shall acquire and maintain Professional Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(2) INDEMNIFICATION: The ENGINEER shall hold the OWNER harmless from all liability, penalties, costs, losses, damages, expense, causes of action, claims, attorney fees or judgments arising from or in any way connected to the ENGINEER's negligent performance or failure to perform under this Contract. In the event a claim is made against the OWNER for any matters which are covered by this hold harmless agreement, the ENGINEER shall defend against any such claim, and the ENGINEER shall reimburse the OWNER for any cost or expense, including attorney fees which the OWNER may incur in defending against the claim. This hold harmless agreement shall apply to any act of omission, willful misconduct, or negligence, whether passive or active, on the part of the ENGINEER.

5.02 RESERVATIONS AND COMPLIANCE

(1) The OWNER or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which directly pertain to this PROJECT for the purpose of making audit, examination, excerpts, and transcriptions.

(2) The ENGINEER agrees to comply with Federal Executive Order No. 11246, entitled, "Equal Employment Opportunity", as supplemented in Department of Labor Regulations (41 CFR, Part 60) if this Agreement exceeds \$10,000; Section 103 and 107 of the Contract Work house and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5) if this Agreement exceeds \$2,500; and all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 if this Agreement exceeds \$100,000.

5.03 SUCCESSORS AND ASSIGNMENTS

(1) The OWNER and ENGINEER each bind themselves, their partners, successors, executors, administrators, and assigns to the other parties to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

(2) This Agreement shall not be assigned without the written consent of the OWNER.

5.04 CERTIFICATION OF ENGINEER

The OWNER and ENGINEER hereby certify that the ENGINEER has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

- (1) Employ or retain, or agree to employ or retain, any firm or persons; or
- (2) Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

5.05 LIMIT OF LIABILITY

The OWNER agrees to limit the ENGINEER's liability to the OWNER, and to all construction Contractors or subcontractors on the PROJECT, due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed Two hundred fifty thousand dollars (\$250,000.00).

IN WITNESS WHEREOF, the OWNER and the ENGINEER hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

City of Clarkston

ATTEST:

Name: _____

Name: _____

Title: _____

Title: _____

ENGINEER:

Riedesel Engineering, Inc.

ATTEST:

By: _____

Name: John R. Watson

Title: Riedesel Regional Area Manager