



CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, May 9, 2016



1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:
April 25, 2016 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 – May 3**
 - C. **Public Works – May 3**
 - D. **Administrative/Intergovernmental – May 9**
 - E. **Community Development – May 3**
 - F. **Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

7. **UNFINISHED BUSINESS:**
 - A. **Ordinance No. 1562, Repeal CM 5.06, Medical Cannabis Operations – 2nd Reading for Action**
 - B. **Ordinance No. 1563, Beekeeping – 2nd Reading for Action**
 - C. **Ordinance No. 1564, Amending CMC 10.54 – 2nd Reading for Action**

8. **NEW BUSINESS:**
 - A. **Ordinance No. 1565, Vacate a Portion of Maple Street – 1st Reading**
 - B. **Grant Agreement with Transportation Improvement Boards, Streetlights**
 - C. **Agreement with Avista for Streetlight Improvements**

9. **COUNCIL COMMENTS**
10. **EXECUTIVE SESSION: Negotiations**
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.

CLARKSTON CITY COUNCIL MINUTES
April 25, 2016

ROLL CALL: Terry Beadles, Skate Pierce, Belinda Campbell, Brian Kolstad, Kelly Blackmon, Monika Beauchamp.

Absent/Excused:

STAFF:

Chief Cooper, Chief Hastings, PWD Martin, City Attorney Richardson, Clerk Storey

AGENDA CHANGES: Ordinance No. 1565 was removed from the agenda.

APPROVAL OF: Minutes of the April 11, 2016, Regular Meeting and the April 18 Workshop were approved as presented.

COMMUNICATIONS:

A. From the Public:

Rose Bunch, 1845 Solar Hills Drive.

Rob Dunn, 928 9th Street.

B. From Mayor: Mayor Lawrence reported she had an orientation meeting with our risk representative from the City's insurance provider. She said she attended a ground breaking at WWCC for the new Workforce in Business Center. She is going to participate on a task force on a proposed consolidation with the Lewiston transit system. Mayor Lawrence reported that the council attended a public officials training session sponsored by WCIA.

C. From Staff: PWD Martin reported that the City recently had an audit of our stormwater program by the Department of Ecology. There were two minor issues, but in all, the audit was very positive. Martin said the City will be meeting with representatives from Department of Transportation regarding what we see as needs for Bridge Street improvements.

COMMITTEE REPORTS

Finance: Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for April 25, 2016 of \$162,260.78. MOTION BY BEADLES/BLACKMON to approve the bills. Motion carried.

Public Safety: Councilmember Beadles reported on the April 19 meeting. Committee discussed a need for bicycle racks. CHS is willing to construct them. The police department will be installing a medication drop box. Chief Hastings is pursuing funding for a summer program to reward good behavior in young people.

Chief Cooper discussed the purchase of thermal imaging cameras. A draft of the fireworks ordinance should be ready for committee at the next meeting. The department is working on bid specs for the purchase of a new ambulance chassis.

Public Works: Councilmember Pierce reported that Dan Johnson spoke to the committee about how City of Lewiston moved to single stream recycling. The MPO policy board has been presented with the traffic issues at the WalMart – Costco entrance. The Avista project to change streetlights to LED will require the city to sign a grant agreement with the Transportation Improvement Board. Any improvements to the skate park will have to be done by a licensed contractor for risk related reasons.

Admin Committee: Councilmember Blackmon said committee met this evening. They discussed additional changes to the animal ordinance, and also revising other sections of the code that are outdated. They also discussed the City's website with Clerk Storey.

Community Development: Councilmember Campbell reported on the April 19 meeting. Committee reviewed the final draft of the beekeeping ordinance and recommended it be placed on the April 25, 2016, Regular Meeting

agenda. Committee is discussing a new small animal ordinance. Peggy Shinn addressed the committee regarding litter control. Committee will feel we need better regulations. A draft ordinance was reviewed to repeal Ordinance No. 1505 and was recommended for the agenda. Valley Vision sent a brochure regarding funding. Councilmember Pierce asked if the City has a comprehensive master plan. The existing plan is fairly old and will be reviewed.

Outside Organizations: Councilmember Pierce reported on the Health District meeting he attended on April 25. Budget issues were discussed. The Zika virus was discussed. He learned that Clarkston does not fluoridate their water because it has natural fluoride. Pierce reported on the EMS council meeting. The City is looking for a citizen volunteer for the EMS council.

Councilmember Kolstad said he did not attend, but asked Commissioner Shinn to report. Shinn said they will be doing a free ride program for teens again this summer. Ridership is up. A task force is being formed to study possible consolidation of the Asotin County and Lewiston bus systems. Councilmember Beauchamp said the MPO discussed the transit system also. There is a potential cost savings to consolidating. The traffic study at WalMart – Costco was discussed. More study is required before making a decision on what improvements to make. Councilmember Campbell said she attended the Clearwater Economic Development meeting. They celebrated the formation of the AVA. It allows the winemakers to label their product as coming from the Lewis-Clark Valley.

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Ordinance No. 1562, Repeal CMC 5.06, Medical Cannabis Operations – 1st Reading
Ordinance No. 1562 was read by title. City Attorney Richardson explained that the City's regulations in 5.06 will no longer be consistent with new state law. Repealing this section will allow the City to fall under state regulations.

B. Ordinance No. 1563, Beekeeping – 1st Reading
Ordinance No. 1563 was read by title.

C. Ordinance No. 1564, Amending CMC 10.54 – 1st Reading
Ordinance No. 1564 was read by title.

COUNCIL COMMENTS:

Councilmember Beadles commented that the City had an emergency plan several years ago and it might need to be updated.

Councilmember Kolstad commented that he lived in California when an earthquake struck and people were without power for several days. Kolstad said he is happy to see the beekeeping ordinance move forward.

Councilmember Blackmon commented that he is a ham radio operator and would like to see the city work on an emergency plan.

Councilmember Murray thanked people who worked on the beekeeping issue. He said he would like to see more public input on the issue.

Councilmember Pierce said the City is looking at matching our fireworks discharge regulations to the county's.

EXECUTIVE SESSION: Council went into Executive Session at 7:33 p.m. to discuss union negotiations. Anticipated length of session is 15 minutes and no decisions are anticipated as a result of the session. Session was extended for 5 minutes at 7:50. Session was extended for an additional 5 minutes at 7:55. Council returned to open session at 8:00 p.m.

ADJOURNMENT:

Meeting adjourned at 8:00 p.m.

Vickie Storey, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 4/25/16	Ck #61445-46, MarExcise, 61470-61517	\$29,999.52
Total Fund Expenditures, Payroll, 4/15/16	Ck #61447-61469	\$132,261.26

DRAFT

Public Safety Committee

May 3, 2016

Attendance: Chief Hastings, Chief Cooper, Mayor Lawrence, Brian Kolstad, Skate Pierce, Dick Jones, Terry Beadles

Chief Hastings demonstrated the features of the new patrol vehicle which recently arrived. The SUV vehicle has many advantages over the cars that were previously purchased. There is more room in the driver area for equipment and officer. The additional height allows the officer to exit the vehicle easier, thus less strain on the back. Equipment that is field installed will be handled in house by a Clarkston Officer.

Clarkston PD will help with traffic control in the "I Made the Grade" Lewiston-Clarkston bicycle hill climb, June 18th.

Clarkston PD will participate in the fund raiser, Habitat for Humanity basketball show.

Chief Hastings is securing funding for the Police Department Summer Program.

Chief Cooper continues to work on the fireworks ordinance.

Ambulance repair was discussed. Oil leaks have been an ongoing problem with an ambulance. A major repair will be required to remedy the oil leak problem.

An aging ambulance will be upgraded with a chassis replacement. The Fire Department is working on the specifications.

The exhaust removal system has been ordered for the fire station.

A metal cover (roof) will be installed to shelter the new brush truck.

PWC Committee 5/3/16 Minutes

Attending: Skate Pierce, Belinda Larsen, Jim Martin and Elaine Goodman

1. Mayor Lawrence, Director Martin and Councilmen Murray and Pierce met with representatives of the Washington DOT to discuss total replacement of the surface and curbs on Hwy 12/Bridge St. They're going to send us the plans. In order to get this project done, we need to lobby our State representatives to get this project earmarked in the appropriate budget package.
2. We have a plan for redesigning the intersections around 2nd and Bridge. Our best plan changes traffic patterns from 5th St to the Interstate Bridge. We are currently exploring funding options. Director Martin and Mayor Lawrence will meet with the MPO to discuss.
3. Maple St. vacation is complete. We were able to sufficiently address concerns of both Collier Electric and the Eagles.
4. 628 4th St. alley right of way acquisition is still proceeding.
5. TD&H Engineering and the principal from Grantham Elementary, Don Lee, will meet with Director Martin about our Safe Routes to Schools grant to place sidewalks around Grantham. There may be some problems with our consultant roster and ADA compliance questions on the roster application.
6. Avista Relight Project, is replacing our streetlights with LED bulbs. The contract read that eventually when a bulb needed to be replaced, our rates would return to the previous rate for streetlights. Costing us more money in the long run. Clarification is being sought from Avista.
7. Food trucks were discussed at P&Z commission. We are moving forward toward an ordinance

COMMUNITY DEVELOPMENT MEETING
05-03-16

In attendance: Councilor Belinda Campbell, Councilor Skate Pierce, Community members Janet Marugg, Phil Cuevas

Discussions regarding the beekeeping ordinance – public input opportunities to discuss pro's and con's

Skate Pierce – need to update the comprehensive plan for the City – incorporate all changes, look to the future.

Liter control ordinances – look at other communities, Kent is too large

ORDINANCE NO. 1562

AN ORDINANCE REPEALING ORDINANCE NO 1505 OF THE CITY OF CLARKSTON AS CODIFIED AT CHAPTER 5.06 OF THE CLARKSTON MUNICIPAL CODE, WHICH ESTABLISHED BUSINESS REGISTRATION REGULATIONS FOR MEDICAL CANNABIS OPERATIONS.

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

SECTION 1.0,

Repealer

The following is hereby repealed:

Ordinance No. 1505, enacted on September 10, 2012 as codified at Chapter 5.06 of the Clarkston Municipal Code, which establishes business registration regulations for medical cannabis operations is hereby repealed.

SECTION 2.0

Savings Clause.

Ordinance No. 1505, which is being repealed by this ordinance, shall remain in full force and effect until the effective date of this ordinance.

SECTION 3.0

Severability

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

SECTION 4.0

Effective Date.

The effective date of this ordinance shall be July 1, 2016.

Passed by the Clarkston City Council at a regular meeting thereof this _____ day of May, 2016.

Approved:

Monika Lawrence, Mayor

Approved as to Form:

Todd Richardson, City Attorney

Attest:

Vickie Storey, City Clerk

Date of Publication: _____

ORDINANCE NO. 1563

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 6.24, WHICH ESTABLISHES REGULATIONS FOR BEEKEEPING WITHIN THE CITY LIMITS AND REPEALING ORDINANCE NO. 409, ENACTED APRIL 28, 1941.

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

Section 1.0

Repealer. The following is hereby repealed:

Ordinance No. 409, entitled “An Ordinance Prohibiting the Keeping of Bees and Prohibiting the Maintaining of Apiaries within the Corporate Limits of the City of Clarkston, Washington” is hereby repealed.

Section 2.0

Sections:

6.24.010	Purpose
6.24.020	Definitions
6.24.030	Location
6.24.040	General Requirements
6.24.050	Remedies
6.24.060	Violation - Penalty

6.24.010 Purpose:

The intent of this section is to establish standards for beekeeping in a manner which will not endanger the health, peace, and safety of the citizens of the city and which will assure that beehives are appropriately placed, maintained and managed. This section is enacted for the welfare of the public as a whole and not for any specific individual, group or class.

6.24.020: Definitions:

As used in this chapter, the following words and terms shall have the meanings ascribed in this section unless the context of their usage clearly indicates another meaning.

“Apiary” means the assembly of one or more colonies of bees at a single location, or a site where hives of bees or hives are kept or found.

“Apiarist” or “beekeeper” means a person who owns or has charge of one or more colonies of bees.

“Bees” or “honeybee” means all life stages of the common domestic honey bee of the species *Apis mellifera*.

“Beekeeping equipment” means anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards.

“Colony” means an aggregate of bees consisting principally of workers, but having, when perfect, one queen and at times many drones, including brood, combs, honey and the receptacle inhabited by the bees.

“Front Yard” means a yard area between side lot lines, measured perpendicular to and extending a specific distances into the lot from the front lot line. The distance from the front lot line will be determined by the zoning designation of the subject property.

“Hive” means a manufactured receptacle or container prepared for the use of bees.

“Person” means a natural person, individual, firm, partnership, company, society, association, corporation or every officer, agent, or employee of one of these entities.

“Property” means a parcel of land under common ownership.

“Re-queening” means the replacement of an existing queen as a means to alter the behavior of the hive.

6.24.030: Location:

Apiaries are allowed in the following locations within the City:

- (1) Residential zones with single family dwellings only.
- (2) Identified educational facilities in any zone where apiary training occurs.

In addition, the location shall meet the General Requirements (6.24.040) of this Chapter.

6.24.040: General Requirements:

- (1) Hives shall not be located in a front yard.
- (2) Hives shall not be placed closer than 10 ft. from a public alley right of way or 20 ft. from a public roadway right of way or sidewalk, and no closer to a property line than 10 ft. where no public rights of way are involved.
- (3) Fencing / Screening shall be installed 6 ft. in height between hives and property lines when hives are located within 20 feet or less from a property line. The length of the fence shall protrude a minimum of 5 feet on either side of the hive.
- (4) A constant adequate water supply shall be provided on the same property as the hive.
- (5) Up to two hives are allowed on single family dwelling lots.
- (6) When a colony exhibits aggressive behavior, the beekeeper must re-queen the colony.
- (7) Honeybee colonies shall be kept in hives with removable frames which shall be kept in sound and usable condition with adequate space and managed to prevent overcrowding.
- (8) Beekeepers must register hives with the Department of Agriculture in accordance with the Revised Code of Washington 15.60.021 or as amended.
 - (a) Each person owning one or more hives with bees, brokers renting hives, and apiarists resident in other states who operate hives in Washington shall register with the director by April 1st of each year.
 - (b) The registration application shall include:
 - (i) The name, address, and phone number of the apiarist or broker;
 - (ii) The number of colonies of bees to be owned, brokered, or operated in Washington that year;
 - (iii) A registration fee as prescribed in rule by the director, with the advice of the apiary advisory committee; and
 - (iv) Any other information required by the department by rule.
 - (c) The director shall issue to each apiarist or broker registered with the department an apiarist identification number.

6.24.050 Remedies:

Property used in violation of the provisions in this ordinance shall constitute a nuisance, and the city may, in addition to or as an alternative to other remedies that are legally available for enforcing this title, institute injunction, abatement or other appropriate proceedings to prevent, enjoin temporarily or permanently, abate or remove the unlawful situation.

6.24.060 Penalty:

A violation of this title shall be considered a misdemeanor. Each day that the violation continues, the violation shall be considered a separate offense. Upon conviction of a violation in any provision of this title, the defendant shall be punished by a fine of not to exceed \$1,000.00 or imprisonment not to exceed 90 days, or by both such fine and imprisonment.

Section 3.0

Severability:

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

Section 4.0

Corrections by City Clerk or Code Reviser:

Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5.0

Effective Date:

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

PASSED by the City Council of the City of Clarkston this _____ day of May, 2016.

APPROVED:

Monika Lawrence, Mayor

ATTEST:

Vickie Storey, City Clerk

APPROVED AS TO FORM:

Todd Richardson, City Attorney

Passed by the City Council:

Published:

Effective Date:

ORDINANCE NO. 1564

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.54 OF THE CLARKSTON MUNICIPAL CODE, WHICH ESTABLISHES REGULATIONS FOR KEEPING AND CONTROL OF ANIMALS

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

SECTION 1.0

Clarkston Municipal Code Chapter 10.54 is hereby amended as follows:

10.54.010 Keeping animals

~~It is unlawful to keep or maintain any livestock, horses, mules, cattle, sheep, goats, fowl, rabbits, pigs, chickens, ducks, geese, bees and apiaries within the corporate limits of the city.~~

It is unlawful to keep or maintain any livestock, horses, mules, cattle, sheep, goats, fowl, rabbits, pigs, chickens, ducks or geese within the corporate limits of the city.

10.54.020 Animal enclosures.

~~The erection, construction or maintenance of any barn, building, chicken house, hutch, apiary and/or the erection or construction and maintenance of any enclosure designed or intended for the keep of any animal or fowl prohibited in CMC 10.54.010 is expressly prohibited.~~

The erection, construction or maintenance of any barn, building, chicken house, hutch and/or the erection or construction and maintenance of any enclosure designed or intended for the keeping of any animal or fowl prohibited in CMC 10.54.010

SECTION 2.0

Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

SECTION 3.0

Severability. If any one or more section, subsection, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances, and the same shall remain in full force and effect.

SECTION 4.0

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

PASSED by the City Council of the City of Clarkston, Washington this _____ day of May, 2016.

Monika Lawrence, Mayor

Authenticated:

Vickie Storey, City Clerk

Approved as to Form:

Todd Richardson, City Attorney

ORDINANCE NO. 1565

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, VACATING A PORTION OF MAPLE STREET RIGHT OF WAY LOCATED ADJACENT TO BLOCK 27

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

SECTION 1.0

SECTION 1: Purpose. The purpose of this Ordinance is to vacate that portion of Maple Street directly south and adjacent to Block 27 of Clarkston as described in Section 2.

SECTION 2: That the owner, Bryan T. Collier, of abutting property has petitioned for the vacation of said right of way and that notice was given as required by law and a public hearing was held on April 11, 2016 to vacate said Maple Street right of way more particularly described as follows:

Commencing at the intersection of the centerlines of 5th Street and Maple Streets; thence west along the centerline of Maple Street a distance of 172.5 feet to a point on the east boundary of a previous vacation as established in City Ordinance #777; thence north along said boundary a distance of 2 feet to the true place of beginning, said point being 28 feet south of the north right of way line of Maple Street; thence east a distance of 28 feet parallel to the centerline of Maple Street to a point; thence north a distance of 17 feet to a point; thence east a distance of 50 feet, parallel to the centerline of Maple Street to a point; thence north to a point on the north right of way line of Maple Street; thence west along said right of way line a distance of 78 feet to a point on the east boundary of a previous vacation as established in City Ordinance #777; thence south 28 feet to the true place of beginning.

SECTION 3: That the Maple Street right of way as described in Section 2 is hereby vacated and the City of Clarkston does hereby and forever relinquish any and all claims of right, title and interest to the same and the whole thereof, saving and reserving to the City of Clarkston an easement thereon said property vacated to build, repair and maintain any public utilities and services thereon, and subject further to any easements, restrictions and rights-of-way for utilities on said property which may now exist thereon.

SECTION 4: Except as otherwise stated herein, this ordinance shall be in full force and effect five (5) days after passage, approval and publication as required by law.

DATED this _____ day of May, 2016.

Approved:

Monika Lawrence, Mayor

Attest:

Vickie Storey, City Clerk

Approved as to form:

Todd Richardson, City Attorney



City of Clarkston
S-E-170(001)-1
LED Streetlight Conversion

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF CLARKSTON
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CLARKSTON, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified City is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of ONE HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED AND 00/100 dollars (\$137,700) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 6.



4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.



9. DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.



13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

City of Clarkston

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY
Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



1411 East Mission Avenue
PO Box 3727
Spokane, WA 99220-3727

April 25, 2016

The Honorable Monika Lawrence
City of Clarkston
829 5th Street
Clarkston, WA 99403-2633

Dear Mayor Lawrence,

Congratulations! You were recently notified by the Washington State Transportation Improvement Board (TIB) regarding the selection of Clarkston for the Relight Washington Program. We are pleased to be working with you and TIB to update all of our Avista-owned streetlights in your city to LED technology. The Relight Washington Program will reduce your streetlight operating costs while saving energy and improving streetlight technology. Work will be done by Avista Utilities.

Starting the Process

Enclosed are two copies of the Avista LED Streetlight Conversion Agreement and a fact sheet about the program. Please sign and return both copies of the agreement to me. Note that the agreement with Avista is separate from the Grant Distribution Agreement you signed with TIB.

Determining the Project Scope

After receiving your signed conversion agreement, Avista will then work with the city to determine the project scope, including the number of streetlights and the timeframe. Once the scope has been agreed upon by Avista, the city and TIB, Avista will begin the work.

To determine the project scope, please contact me at:

Landen Grant
LED Streetlight Change Out Program Manager
1411 East Mission Avenue
P.O. Box 3727
Spokane, WA 99220
(509)495-2551
Landen.grant@avistacorp.com

Receiving Reimbursement

When the conversion to LED streetlights is completed, Avista will send an invoice to the city for all of the capital costs. The city will then need to return your TIB signed contract completion form and a copy of Avista's invoice. TIB will reimburse the city for the full amount of the invoice. You will then pay Avista for the invoiced amount.

Avista appreciates the opportunity to bring the benefits of LED streetlight technology to Clarkston.

Sincerely,

Landen Grant
LED Streetlight Change Out Program Manager

LED STREETLIGHT CONVERSION AGREEMENT
Avista Contract No. M-17098

This **LED Streetlight Conversion Agreement** ("Agreement") is entered into between Avista Corporation ("Avista" or the "Company"), and the City of Clarkston, Washington (the "City"), sometimes referred to, individually, as a "Party" and collectively, as the "Parties".

Background and Purpose: Avista currently provides electrical power to streetlights within the City under rate schedules approved by the Washington Utilities and Transportation Commission (the "Commission"). Under the Relight Washington Program (the "Relight Program") administered by the Washington State Transportation Improvement Board (the "TIB"), the City has requested that Avista convert existing streetlights billed under Avista's Schedule 42, Company Owned Streetlight Service – Washington ("Schedule 42") to LED streetlights (the "Conversions") within the City limits. Avista agrees to perform the Conversions, subject to the terms of this Agreement. Therefore, the Parties agree as follows:

1. **Authorization.** The City authorizes Avista (or its agent) to remove the existing streetlight fixtures and install LED streetlight fixtures within the City limits (the "Conversion Work").
2. **Term of Agreement.** This Agreement will become effective when executed by both Parties ("Effective Date") and remain in effect until the City has reimbursed Avista for the "Conversion Costs" described in Section 4 below.
3. **Avista's Obligations and Responsibilities.**
 - 3.1 Avista will provide the labor, materials and equipment necessary to convert 271 Avista-owned streetlights, only. The City shall be responsible for arranging for the conversion of City-owned streetlights with the TIB.
 - 3.2 Avista will provide all vehicle and pedestrian traffic control required to complete the Conversion Work, using commercially reasonable efforts to minimize the duration of any road closures.
 - 3.3 Avista will use reasonable commercial efforts to complete the Conversions as soon as feasible taking into consideration the workloads and availability of Avista's crews and other utility situations that may require Avista, at its sole discretion, to delay completion.
4. **Conversion Costs/Reimbursement/Billing.**
 - 4.1 The "Conversion Costs" applicable under this Agreement are \$450.00 per streetlight fixture. Unless otherwise agreed to by the Parties, in writing (e-mail acceptable), upon completion of the Conversion Work, Avista will invoice the City for the number of Conversions multiplied by the Conversion Costs for submittal to the TIB for reimbursement. The City shall forward the TIB refund to Avista immediately upon City's receipt of same from the TIB.
 - 4.2 Avista will bill the City for the converted streetlights in accordance with the "Custom Streetlight Calculation" Section described in Schedule 42; provided, however that, in accordance with the Relight Program, Avista will convert existing streetlights to LED streetlights only once. In the event a converted LED streetlight is disabled, for any reason, Avista will replace the streetlight at its expense; however, such replaced streetlight will no longer be eligible for billing under the "Custom Streetlight" rate, but will revert back to the applicable monthly rate reflected in the then-current Schedule 42.
5. **Indemnification.**
 - 5.1 Subject to applicable law, the City shall indemnify and, upon request, defend Avista, its directors, officers, employees and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages (individually or collectively, "Loss") brought against or incurred by Avista resulting from, or in any way connected with any

act, omission, fault, or negligence of the City or its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of the City's obligations under this Agreement.

- 5.2 Subject to applicable law, Avista shall indemnify and, upon request, defend the City, its directors, officers, employees and agents, from and against all Loss brought against or incurred by the City resulting from, or in any way connected with any act, omission, fault, or negligence of Avista or its employees, agents, suppliers and subcontractors of any tier relating to the Conversion Work.
 - 5.3 In the event that any Loss is caused by the concurrent negligence of both the City and Avista, the Loss will be borne by each Party in the proportion that their respective negligence bears to the total negligence causing such Loss.
 - 5.4 Neither Party will be liable for any special, indirect, incidental, punitive or consequential damages arising from the installation, repair, maintenance or operation of the LED streetlights including, without limitation, the other Party's loss of actual or anticipated profits, loss because of shutdown, non-operation, increased expense of its facilities or operations, cost of capital, or claims of third parties.
6. **Notices.** Unless otherwise specified, any notice required under this Agreement shall be given in writing, and shall be effective from the date received by the Party to whom it is provided.
- 6.1 To Avista:

Avista Utilities
PO Box 3727
1411 E. Mission Ave.
Spokane, WA 99220-3727
Contract No. M-17085
Attn.: Director, Energy Solutions
 - 6.2 To City:

City of Clarkston
829 5th Street
Clarkston, WA 99403-2633
Attn: Mayor
 - 6.3 Either Party may change its address by providing written notice to the other as set forth above.
7. **Assignment.** The City shall not (by contract, operation of law or otherwise) assign this Agreement, or any right or interest in this Agreement, without providing Avista with at least 30 days' prior written notice of such assignment. No such assignment, with or without prior written notice, will relieve the City from its responsibilities under this Agreement, and all obligations and liabilities incurred will be preserved until satisfied.
8. **Governing Law.** This Agreement will be interpreted in accordance with the laws of the State of Idaho, excluding any choice of law rules which direct the application of laws of another jurisdiction. Any litigation relating to this Agreement not within the jurisdiction of the Commission will be brought in a District Court in the State of Idaho having jurisdiction.
9. **Amendment and Waiver.** This Agreement contains all of the conditions bearing upon its subject matter and may not be modified except by written agreement between the Parties. If at any time the terms of this Agreement are not strictly adhered to or enforced, such requirements will not be deemed waived or modified but will, at all subsequent times and dates, be deemed in full force and effect.
10. **Headings.** Section headings in this Agreement are for convenience only and will not be considered part of, or used in the interpretation of this Agreement.



This Agreement has been executed by each Party's authorized representative on the date(s) set forth below.

Avista Corporation

City of Clarkston, WA

(Signature)

(Signature)

Landen Grant

(Printed Name)

(Printed Name)

Project Manager

(Title)

(Title)

(Date Signed)

(Date Signed)