

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, November 9, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
October 26, 2015, Regular Meeting**

- 5. APPOINTMENT TO FILL VACANT COUNCIL POSITION
Appoint Belinda Campbell to Position #6**

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

- 7. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – no meeting**
 - C. Public Works – November 4**
 - D. Administrative/Intergovernmental – November 9**
 - E. Community Development – no meeting**

- 8. PUBLIC HEARING:
Public Hearing on Revenue Sources for 2016 Budget, Including Property Tax Levy**

- 9. UNFINISHED BUSINESS:**

- 10. NEW BUSINESS:**
 - A. Ordinance No. 1548, Assuming the Rights, Powers, Functions and Obligations of the Clarkston Transportation Benefit District, 1st Reading**
 - B. Bid Award on Brush Truck (PS)**
 - C. Discussion and direction for 2016 Property Tax Levy**
 - D. Schedule Budget Workshops**
 - E. Approve Contract for Dry Well Installation (PW)**
 - F. Discussion, Repeal Ban on Recreational Marijuana (Kolstad)**

- 11. COUNCIL COMMENTS**
- 12. EXECUTIVE SESSION: Union Negotiations and Litigation**
- 13. 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. Please address your comments to the council.

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

Agenda: November 9, 2015

CLARKSTON CITY COUNCIL MINUTES
October 26, 2015

COUNCIL:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Beadles | <input checked="" type="checkbox"/> Nash |
| <input checked="" type="checkbox"/> Provost | <input checked="" type="checkbox"/> Kolstad |
| <input checked="" type="checkbox"/> Blackmon | |
| <input type="checkbox"/> White, excused | |

Motion by Beadles/Blackmon to excuse Councilmember White who is out of town. Motion carried.

STAFF:

- Chief Hastings Chief Cooper Clerk Storey City Attorney Grow PWD Martin

AGENDA CHANGES: Councilmember Beadles commented that the October 6 minutes listed on the agenda under Public Safety should be under Community Development.

APPROVAL OF MINUTES:

MOTION BY BEADLES/NASH to approve the minutes of the October 12, 2015, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public:

Tom Martin asked how council minutes can be corrected if a member of the public sees an error. Clerk Storey said the best way would be to contact her prior to the meeting because once the council approves them, they are final.

Brian Shinn addressed the council regarding the termination letter for court services on behalf of the Asotin County Commission. The one-year termination notice ends on October 29. Shinn brought copies of the agreement the county had prepared and presented to the City in February. He said these figures were essentially agreed upon during a joint workshop meeting, and he hopes the City will see fit to sign before the October 29 deadline. Shinn said if the City doesn't sign prior to that date they will need to find a new court until an agreement is reached. City Attorney Grow said he doesn't agree that the County can just terminate the service. He said there is a provision for binding arbitration.

Shinn commented that the effective date of the agreement is January 1 and the City would be expected to pay that rate. Shinn said his impression is that both parties want to continue with the service and the proposed rates were discussed and agreed upon by both parties. Shinn said the common goal is work together and save everyone money. Councilmember Nash asked if there should be a special meeting to make a decision on the agreement. Grow said he doesn't have issues with the form of the agreement and it is up to council to agree to the rates. Councilmember Kolstad said his memory is that Todd Richardson was not satisfied with the numbers. Shinn said he believes Richardson's issue was with the deferred prosecution revenues. Shinn said the agreement has an effective date of January 1, 2015. Grow asked if the County would expect to go back and collect the difference for the entire year. Shinn said that would be the case. The agreement provides for the rate to be negotiated each year. Discussion ensued on how the rates are adjusted in future years. Grow and the council were not comfortable with the automatic 3% increase if agreement is not reached. Tying the increase to CPI was suggested. Shinn suggested that Grow speak with Jane Risley, the county's attorney, and if she agrees he thinks the commissioners will agree. Council discussed a special meeting. Grow said the council could approve the contract subject to the county agreeing to the CPI language for the rate increase. If the commissioners do not agree to the change, council will hold a special meeting on Thursday at 6:00. The court contract was added to the agenda under Unfinished Business.

Melyssa Andrews, 721 11th Street, said she has talked to some of the councilmembers about the parks. She asked PWD Martin how the City could go about getting handicap accessible play equipment in the parks. He asked her to send him an email with what she thinking about. Andrews talked about the lack

of mental health care for children in the area. She is looking for a way to get a pediatric mental health doctor in the city that would accept Medicaid payments. She has a daughter who needs care and there are no options here. Councilmember Nash suggested speaking with Tri-State might be a better option. She said both Tri-State and St. Joe's send her away and call the police. She said Quality Behavioral Health sent her to the Tri-Cities and she is expected to go there weekly which she can't do because of work commitments.

B. From the Mayor:

C. From Staff: PWD Martin asked council for some guidance on the beekeeping request. He would like to respond to the requestor and reminded council that our insurance carrier does not recommend allowing beekeeping within the city limits. Councilmember Provost said if our code does not allow it now, he sees no reason to change it. Councilmember Kolstad said there are many cities that allow beekeeping. He said there should be a way to allow it within reason. He suggested looking at how other cities do it. Martin said he is asking whether the council wants him to put together an ordinance they can vote on or drop the matter. Grow said if the insurance carrier recommends against it, he thinks we should follow their advice. Provost said we need to think of all the ramifications, such as who will enforce the regulations. Chief Hastings said there was an instance a few years ago where some empty hives were being stored in a backyard and bees swarmed there and moved in, which created a concern.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported that committee has reviewed the bills. MOTION BY PROVOST/BLACKMON to approve the September 30, 2015 invoices for \$475.61 and the October 26, 2015 invoices for \$196,467.88. Motion carried.

Public Safety: Committee met on October 20. Councilmember Beadles reported that Butch Aiken presented a budget request for Emergency Services for \$6,500 for 2016. Committee recommendation is to approve the request during the budget process.

Chief Hastings discussed the purchase of body cameras for police officers. He also presented information on the success of the "Can You ID Me?" program.

Chief Cooper is researching safety harnesses for fire fighters to wear when they are working in high locations. We are awaiting results of the Washington Survey & Rating Bureau visit. The Fire Department is recruiting volunteers.

Public Works: No meeting.

Admin Committee: Councilmember Nash said committee met on October 26, but there was no business to discuss.

Community Development: Councilmember Beadles reported committee met on October 20. Marshall Doak presented the Main Street Tax Program, which is designed to help revitalize downtown business districts. He would like to hold a meeting with the City and downtown businesses to assess interest in the program.

Melyssa Andrews discussed the idea of a handicapped children's swing for two of the parks. Research will be need to be done to see what is available and for funding.

James Evans discussed city owned utilities.

Beekeeping was discussed. Committee will do more research.

PUBLIC HEARING:

City Assumption of the Rights, Powers and Functions of the Transportation Benefit District
Mayor Warren opened the Public Hearing at 7:52 p.m.

Clerk Storey explained that the legislature passed legislation in the last session that allows a city to assume the rights of a Transportation Benefit District. Storey said the funds would still have the same restrictions and would be accounted for in a separate fund. The legislation also allows the governing body to increase the license tab fee from \$20 to \$40 once it has been in place for at least two years. Storey said some of the benefits of assuming the TBD are no longer maintaining a separate entity, savings on audit costs and insurance costs. Councilmember Provost asked if the TBD funds can be used to pay audit costs. Storey said if the costs can be identified, they should be able to. Councilmember Beadles asked if this would be an enterprise fund. Storey said it would be a special fund by definition.

Melyssa Andrews, 721 11th Street, asked where the fees come from now. Mayor Warren said the funding source now is the \$20 vehicle license tab fee. If the .02% sales tax that is on the November ballot passes, the \$20 fee would be eliminated. Andrews asked if that would leave extra money for schools. Mayor Warren explained that the City does not fund the schools.

Councilmember Kolstad said this would streamline the process.

Belinda Campbell, 1222 Highland, asked if the tax would be dedicated if it passes and if the \$20 fee would be eliminated. She was told it was.

The hearing was closed at 8:03 p.m. An ordinance to move forward will be placed on the next agenda.

UNFINISHED BUSINESS:

A. Court Agreement

MOTION BY PROVOST/KOLSTAD to authorize the mayor to sign the court agreement with Asotin County with the provision that the automatic 3% increase be changed to actual CPI with a maximum of 3%. Clerk Storey asked which month's CPI should be used. Motion amended to use the CPI that is available as of April 1st. Motion carried.

NEW BUSINESS:

A. Final Acceptance of the 13th Street Project

MOTION BY NASH/BLACKMON to accept the 13th Street Project as final. Motion carried.

B. Resolution No. 2015-11, Adopt Regional Stormwater Budget for 2016

MOTION BY NASH/PROVOST to approve Resolution No. 2015-11. Beadles commented that it is a confusing way of presenting a budget and was difficult to understand. Motion carried.

COUNCIL COMMENTS:

Councilmember Kolstad commented Marty Trillhaus was out of line, calling the majority of the council old in a recent editorial.

ADJOURNMENT:

Meeting adjourned at 8:12 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 9/30/15	20150901-08	\$475.61
Total Fund Expenditures, 10/26/15	60189, 60213-59, Sept2015 excise, 959824	\$65,816.12
Payroll, 10/15/15	60190-60212	\$196,467.88

Nov. 3, 2015

Public Works Committee (11/4/15)

Attendees: *WHITE, NASH, MARTIN*

- 1) Bee Keeping: Review in committee? Who establishes criteria? Planning Commission?
- 2) Sidewalk Improvements: Need to change CMC language to incorporate lien process to enforce repairs by owners when warranted.
- 3) Traffic Calming: Review radar signage indicating speed similar to system on Fleshman Way nearing the Southway Bridge.
- AGENDA →* 4) Sycamore Street Grill Drywell: Approve Mayor signature of Public Works Director's selection of contractor. Currently seeking quotes. Timing is very important to prevent possible flooding.
- 5) Rental Business Licenses: Ongoing review. (work load issues)
- 6) Clarkston Free Parking: Response was sent to organization requesting a draft lease agreement for further review.

Admin/Intergovernmental Committee

October 26, 2015

Present: Nash, Provost

No business to discuss.

**PUBLIC HEARING
2016 BUDGET – REVENUE SOURCES
CURRENT EXPENSE FUND**

REVENUE SOURCE	2015 ESTIMATED REVENUE	2016 ESTIMATED REVENUE
Property Taxes	460,000	465,000
Sales Tax	1,650,000	1,600,000
Business Taxes	788,000	785,000
Excise, Gambling Taxes	82,100	75,000
Licenses & Permits	135,100	128,000
Grants	85,990	45,000
State Entitlements	201,120	195,100
Intergovernmental	65,000	67,000
Charges for Goods & Services	3,200	2,000
Fines	77,275	77,000
Miscellaneous (includes interest)	29,905	24,040
Total Actual Revenues	3,579,690	3,463,940

Revenue projections for the General Fund include:

- Property Tax – A 1% property tax increase is included. Property taxes have been split 50/50 with the Street Fund.
- Sales Tax is running a 1.8% increase over 2014. I have projected a small decrease for 2016.
- Business taxes include utility or B & O taxes on gas, electricity and phones. Avista revenue is down about \$10,000 from 2014 and they are the largest generator of this revenue.
- Gambling Taxes are projected down slightly from 2015. There is no indication that revenue will increase from that source.
- Licenses & Permits, which includes business licenses and building permits, are planned down. Business license rates have not changed in several years and revenue remains pretty steady each year. Building permits for 2015 are currently about \$30,000 less than 2014. It is difficult to predict construction for 2016.
- Grant revenue is planned for the Narcotics Assistance program and the Domestic Violence program, as in 2015. The new grant for the brush truck is not included in this first version of the budget. It will be added along with the corresponding expenditure.
- State Entitlements are anticipated to be about the same as this year. Criminal justice funds depend on the city's crime rate and are determined on the state's fiscal year. So we don't know until July if we will qualify for continued funding. The City will receive a small amount of marijuana tax revenue from the State. For the state fiscal year 2015-2016, the City will receive just over \$1,000. Revenue distributions for 2016-2017 will be based on marijuana sales during the period from July 2015 to June 2016.
- Intergovernmental revenue is not anticipated to change significantly.
- Court revenues are expected to be about the same in 2015 as in 2014. 2016 is planned accordingly. However, court filing fees will triple.
- Interest earnings continue to be minimal. The State Investment Pool has been at around .15% for over a year. I have diversified in an effort to increase our interest earnings, but there are no high return investments available.

ORDINANCE NO. 1548

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE CLARKSTON TRANSPORTATION BENEFIT DISTRICT, AMENDING CHAPTER 12.01 OF THE CLARKSTON MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 1525, the Clarkston City Council established a transportation benefit district to be known as the Clarkston Transportation Benefit District (“District” or “TBD”), with geographical boundaries comprised of the corporate limits of the City of Clarkston as they now exist or may hereafter be altered by future annexations; and

WHEREAS, the 2015 Legislature adopted Second Engrossed Substitute Senate Bill (“2ESSB”) 5987, the majority of which became effective on July 15, 2015; and

WHEREAS, Section 301 of the 2ESSB 5987 authorizes any city in which a TBD has been established pursuant to Chapter 36.73 RCW with boundaries coterminous with the boundaries of the city to assume the rights, powers, functions, and obligations of the TBD, by adoption of an ordinance or resolution of the city legislative authority; and

WHEREAS, Section 302 of 2ESSB 5987 provides that the assumption of the rights, powers, functions and obligations of a transportation benefit district may be initiated by the adopted of an ordinance or a resolution by the city legislative authority, indicating its intention to consider the assumption of such rights, powers, functions and obligations and setting a public hearing at which all interested parties may appear and be heard and at which the city does then consider the proposed assumption of the rights, powers, functions and obligations of the TBD; and

WHEREAS, on October 26, 2015, the City Council held a public hearing at which all interested parties were invited to appear and be heard; and

WHEREAS, following the conclusion of the public hearing, the City Council determined that the public interest and welfare would be satisfied by the City’s assumption of the rights, powers, functions and obligations of the District. Because such assumption would provide for more efficient administration of transportation maintenance and improvement funds previously authorized to be collected and expended by the District;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clarkston, Washington, as follows:

Section 1

Assumption of Clarkston Transportation Benefit District.

Pursuant to Section 303, subsection (1) of 2ESSB 5987, the City of Clarkston does hereby assume all of the rights, powers, immunities, functions and obligations of the Clarkston Transportation Benefit District, and the City of Clarkston is hereby vested with each and every right, power, immunity, function and obligation currently granted to or possessed by the Clarkston Transportation Benefit District as of the effective date of this Ordinance. The rights, powers, functions and obligations previously exercised

and/or performed by the governing body of the Clarkston TBD are hereby assumed by and transferred to the City of Clarkston City Council.

Section 2

New Section 12.01.015 Adopted. A new Section, 12.01.15, of the Clarkston Municipal Code is hereby adopted to read as follows:

12.1.15 Assumption of transportation benefit district.

From and after the effective date of this Ordinance, the City of Clarkston assumes all of the rights, powers, immunities, functions and obligations of the Clarkston Transportation Benefit District previously established in this chapter, and the City is hereby vested with each and every right, power, immunity, function and obligation granted to or possessed by the Clarkston Transportation Benefit District under Chapter 36.73 RCW this chapter, and/or any other applicable law as of the effective date of this ordinance. The rights, powers, functions and obligations previously exercise and/or performed by the governing body of the Clarkston TBD pursuant to Section 12.01.030 of this chapter are hereby assumed by and transferred to the Clarkston City Council.

Section 3

12.01.020 Amended. Pursuant to Section 303, subsection (2) of 2ESSB 5987, the governing body of the Clarkston Transportation Benefit District established in CMC Section 12.01.020 is hereby abolished, and CMC Section 12.01.020 is hereby adopted to read as follows:

12.01.020 Governing Board.

- ~~A. — The governing board of the transportation benefit district shall be the Clarkston City Council acting in an ex-officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.~~
- ~~B. — The treasurer of the transportation benefit district shall be the City Clerk/Treasurer.~~
- ~~C. — The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).~~
- ~~D. — The board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).~~

- A. The Clarkston City Council shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter.
- B. The treasurer of the TBD shall be the City Clerk/Treasurer.
- C. The City shall implement the material change policy previously adopted by the Clarkston TBD to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).
- D. The City Council shall issue an annual report pursuant to the requirements of RCW 36.73.160(2).

Section 4

12.01.030 Amended. Section 12.01.030 of the Clarkston Municipal Code is hereby amended to read as follows:

12.01.030 Functions of the District Authority of the City.

- ~~A. The District board may authorize a vehicle tax fee of up to \$20 per vehicle as provided for by RCW 82.80.140. Any expansion of the authorized purposes of the District shall be undertaken only after notice, hearing and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).~~
- ~~B. When authorized by the voters pursuant to the requirements of Chapter 36.73, other taxes, fees, charges and tolls or increases in these revenue services may be assessed for the preservation, maintenance and operations of City streets. Additional transportation improvements may be added to the functions of the District upon compliance with the requirements of said chapter.~~
- ~~C. The Board shall have and exercise all powers and functions provided by Chapter 36.73 to fulfill the functions of the District.~~

- A. The City, acting by and through its city council, may authorize a vehicle fee of up to:
 - 1. \$20.00 per vehicle as provided for by RCW 82.80.140;
 - 2. Up to Forty Dollars (\$40.00) of the vehicle fee authorized in RCW 82.80.140 if a vehicle fee of Twenty Dollars (\$20.00) has been imposed for at least twenty-four months; and/or
 - 3. Up to Fifty Dollars (\$50.00) of the vehicle fee authorized in RCW 82.80.140 if a vehicle fee of Forty Dollars (\$40.00) has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of Section 309 of 2ESSB 5987.
- B. When authorized by the votes pursuant to the requirements of Chapter 36.73 RCW, the city may assess other taxes, fees, charges and tolls or increases in these revenue sources for the preservation, maintenance and operation of city streets and ways.
- C. The City shall have and may exercise any all powers and functions provided by Chapter 36.73 RCW to fulfill the purposes of Chapter 36.73 RCW and this chapter.

Section 5

12.01.040 Amended. Section 12.01.040 of the Clarkston Municipal Code is hereby amended as follows:

12.01.040 Transportation Improvements Funded.

~~The funds generated by the transportation benefit district shall be used for transportation improvements that preserve, maintain, operate and/or improve the existing transportation infrastructure of the City, consistent with the requirements of Chapter 36.73 RCW. The funds may be utilized for any lawful purpose under the Chapter; but all funds raised through the Transportation Benefit District shall be expended only for such preservation, maintenance, operation and/or improvement in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the District shall preserve, maintain, operate, and/or improve the City's existing investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the improvement of the~~

~~transportation system. Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2)(b) following notice, public hearing and enactment of an authorizing ordinance.~~

The revenues generated by exercise of the powers granted in Section 12.01.030 and/or Chapter 36.73 RCW shall be used for transportation improvements that preserve, maintain and operate existing infrastructure of the city consistent with the requirements of Chapter 36.73 RCW. Expenditures of such revenues shall preserve, maintain and operate the city's previous investments in transportation infrastructure, reduce the risk of transportation facility failure, improve safety, or reduce congestion. Any change or expansion of these authorized purposes shall be undertaken only after notice, hearing and adoption of an authorizing ordinance in accordance with RCW 36.73.050(b)(2) or a vote of the people pursuant to RCW 36.73.065(c).

12.01.050 Dissolution of District.

The transportation benefit district shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied.

Section 6

No existing Right Impaired. Pursuant to Section 304 of 2ESSB 5987, nothing in this Ordinance shall be construed as impairing or altering any existing rights acquired by the Clarkston TBD under Chapter 36.73 RCW, this chapter or any other provision of law applicable to transportation benefits districts. Nor does this assumption impair or alter any actions activities, or proceedings validated thereunder; any civil or criminal proceedings instituted thereunder; any rule, regulation, or order promulgated thereunder; any administrative action taken thereunder; nor the validity of any act performed by the Clarkston TBD or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by the City hereunder.

Section 7

Rules, Regulations, Pending Business and Contracts. Pursuant to Section 305, subsection (1) of 2ESSB 5987, all rules and regulations and all pending business before the board of the Clarkston TBD shall be continued and acted upon by the City Council. In addition, pursuant to subsection (2) of Section 305, all existing contracts and obligations of the Clarkston TBD remain in full force and effect, and will be performed by the City. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized in Sections 1 and 2 of this Ordinance.

Section 8

Records of the Clarkston Transportation Benefit District. Pursuant to Section 306, subsection (1) of 2ESSB 5987, all reports, documents, surveys, books, records, files, papers, or other writings relating to the administrative of the powers, duties and functions available to the Clarkston TBD shall be made available to the City.

Section 9

Funds, Credits, Appropriations, Federal Grants or Other Assets. Pursuant to Section 306, subsection (2) of 2ESSB 5987, all funds, credits, or other assets held in connection with rights, powers, duties, and

functions of the Clarkston TBD assumed hereunder shall be assigned to the City. Further, pursuant to Section 306, subsection (3) of 2ESSB 5987, any appropriations or federal grant made to the Clarkston TBD for the purpose of carrying out the rights, powers, functions and obligations authorized to be assumed by the City must, on the effective date of the assumption, be credited to the City for the purpose of carrying out such assumed rights, powers, functions and obligations.

Section 10

Assumption of Indebtedness. Pursuant to Section 307 of 2ESSB 5987, the City assumes and agrees to provide for the payment of all of the indebtedness of the Clarkston TBD, including the payment and retirement of outstanding general obligation and revenue bonds (if any) issued by the Clarkston TBD.

Section 11

Effective Date. This ordinance shall be effective five days following passage and publication as provided by law.

Section 12

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 13

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.

PASSED by the City Council of the City of Clarkston, Washington this _____ day of November, 2015.

Kathleen A. Warren, Mayor

Attest:

Vickie Storey, City Clerk

Approved as to Form:

James Grow, City Attorney

CITY OF CLARKSTON

InterOffice Memorandum

DEPARTMENT: FIRE

DATE: November 5, 2015

TO: City Councilors and Mayor Warren

FROM: Steve Cooper 

SUBJECT: Request to Order Brush Truck

The brush truck that had been discussed at an earlier meeting was advertised and a compliant bid received. Department members have reviewed the bid that was opened on October 29th and I am requesting Council approval to order the brush truck. Delivery would be expected by May 10th, 2016, if the award is made at the November 9th Council meeting.

Purchase of this truck is possible because of a Assistance to Firefighters Grant. You might remember from earlier discussion that the original grant award was for a total of \$150,000, an amended award increased the grant total to \$200,000 which includes the federal share of \$190,477 and \$9,523 for the local match. A copy of that grant amendment approval is attached for your review.

The successful bidder is General Fire Apparatus in Spokane. The base truck bid price is \$177,677 plus \$15,813.26 sales tax (at 8.9 Spokane rate) – \$193,490.26. Optional items included in the bid to bring the truck to compliance with NFPA and Washington State Mobilization standards total \$4,708.01 including sales tax. Total purchase price with those options is \$198,906.28. I request Council approval to complete the order of this vehicle.

The truck will be built on a Ford F550 4X4 diesel powered chassis. The low profile 500 gallon water tank will be constructed of stainless steel. The fire pump is powered by a gas engine. Two hose reels will be loaded with hose equipped with adjustable nozzles.

Optional items include traffic warning kit, wheel chocks, fire hose clamp, portable hand light, 3 NFPA approved fire shelters, wheels painted to match vehicle, 2 back pack fire pumps, fire extinguisher, gated wye, Rouge hoe and 3 nozzles.

Not included in the recommended purchase price is a front bumper mounted monitor with handheld control which would allow operation of the monitor from inside the vehicle cab – allowing pump and roll fire extinguishing efforts – cost for this feature would add \$7,750 and push the purchase cost beyond the grant award for this vehicle.

Attachments

copy: V. Storey
J. Grow

Steve Cooper

From: Steve Cooper <scooper@clarkston.com>
Sent: Friday, September 25, 2015 2:14 PM
To: clarkstonmayor@cableone.net; 'tbeadles'; awhite@cableone.net; Bill Provost; Clee Manchester; ccc.kolstad@gmail.com; Kelly Blackman; George Nash
Cc: Vickie Storey
Subject: AFG grant amendment approvals
Attachments: 09-26-15 2015 grant amendment approvals

Two grant amendment requests have been approved for AFG grants. A copy of both amendment approvals are attached for your review.

The first grant is to pay for a vehicle exhaust removal system for the fire station (diesel exhaust and soot has been found to contribute to cancer). Although some preliminary work has been started final preparation for bids/quotations will not be completed for this project until December or January.

The second grant is to pay for the brush truck that we talked about at the last City Council meeting. Advertising for this truck is scheduled for this weekend. Following approval of the amendment (additional grant funding) the diesel engine and extended cab were returned to the Specification. I expect to return to the Council requesting approval to complete a purchase at the November 9th meeting.

Steve Cooper
758-8681

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr Dan Sokoloski
Clarkston Fire Department / Rescue One
820 5th street
Clarkston, Washington 99403-2634

Re: Grant No. EMW-2014-FV-01815

Dear Mr Sokoloski:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is \$50,000 to your total grant request. The total revised grant amount as a result of this amendment is \$200,000. ~~\$100,477~~ is the Federal share and \$9,523 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact Katrice Hagan at (202) 786-9830.

Sincerely,

Katrice Hagan
Grant Management Specialist

2015 Sycamore St. Drywell Project

This agreement is made and entered into this _____ day of _____, 2015, between the City of Clarkston and Classic Construction, hereinafter call "Contractor".

Contract Title: 2015 Sycamore St. Drywell Project
Contractor Name:
Business Name:
Business Address:
Business Phone:
Contractor's Reg:

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 – 2015 Sycamore St. Drywell Project for the bid price of \$ _____ plus sales tax of \$ _____, for a total of \$ _____.

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:
Install one, 1,000 gallon drywell in the center of Sycamore Street with a catchbasin in the south gutter line of Sycamore and an overflow outfall basin in the north gutter line. 10" SDR pipe connections to both. The drywell shall be constructed as per WSDOT type 2 standard plan (attached) minus the 4" concrete slab at the base of the cone section or equivalent 1,000 gallon capacity single barrel drywell using expanded drain rock area. Asphalt patch back shall be 4" of HMA over 12" of crushed surfacing base course.

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. Insurance Term:

- A. The Contractor shall procure and maintain insurance, as required in this section, without interruption from commencement of the Contractor's work through the term of the contract and thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- B. No Limitation:
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance:
Contractor shall maintain the following insurance limits:
 - a. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

b. Commercial General Liability Insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit Per Project Endorsement ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional 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 at least as broad coverage.

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

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool

coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. 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 endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor's coverage.

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contract-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

J. Notice of Cancellation

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

K. Failure to maintain Insurance

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

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

Owner

Kathleen Warren, Mayor

Date

Date