

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, JANUARY 13, 2014**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
December 23, 2013 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 – January 8**
  - C. Public Works – no meeting**
  - D. Administrative/Intergovernmental – January 13**
  - E. Community Development – no meeting**
  
- 7. UNFINISHED BUSINESS:**
  
- 8. NEW BUSINESS:**
  - A. Committee Assignments**
  - B. Appoint Mayor Pro Tem**
  - C. Alternate Public Defense Contract, Jane Richards**
  - D. Contract for Tourism Services, Hells Canyon Visitor Bureau**
  - E. Contract for Tourism Services, Lewis Clark Valley Chamber of Commerce**
  - F. Contract for Tourism Services, Clarkston Rotary Club**
  - G. Appoint Dick Jones to Public Safety Committee (PS)**
  
- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 11. EXECUTIVE SESSION: Litigation**
- 12. ADJOURN:**

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

**CLARKSTON CITY COUNCIL MINUTES**  
**December 23, 2013**

**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"/> Clerk Storey
<input checked="" type="checkbox"/> City Attorney Grow		

**AGENDA CHANGES:** Councilmember Manchester added Resolution No. 2013-12 to New Business. Topics added to executive session are property acquisition and potential litigation.

**COUNCIL COMMENTS:** Councilmember Provost asked to move council comments out of order. He commented that Councilmember John Smith was appointed to the council on June 10, 2002 and has served almost 12 years. He thanked him for his years of service.

**APPROVAL OF MINUTES:** MOTION BY BEADLES/NASH to approve the minutes of the December 2, 2013 Joint Meeting and the December 9 Regular Meeting. Motion carried.

**COMMUNICATIONS:**

- A. **From the Public:**
- B. **From the Mayor:** Mayor Warren said the city will miss Councilmember Smith and appreciated his hard work over the years.
- C. **From Staff:** Chief Cooper added his thanks to Smith. He said he appreciates his dedication to the Public Safety services and his involvement in other aspects of the community.

**COMMITTEE REPORTS:**

**Finance:** Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for December 23, 2013, of \$304,942.10. MOTION BY PROVOST/BEADLES to approve the bills. Motion carried.

**Public Safety:** Committee met on December 17. Councilmember Beadles reported that the new communications tower was installed on December 19. The fire department has received the first reimbursement check for training from WSP.

Chief Cooper and Chief Hastings believe the dispatch negotiations will be completed by the end of January.

Chief Hastings said the police department is going to apply for state accreditation. Commander Smith will oversee the project.

**Public Works:** Councilmember Nash said the committee is preparing a timeline to proceed with a Transportation Benefit District. Councilmember Baumberger said the committee looked into the formation of a TBD. A packet of information has been prepared for council to review. Baumberger said committee would like to have this topic on the agenda in January for further discussion. A potential timeline has been included along with sample documents from Toppenish, who has already formed a TBD.

**Admin Committee:** Councilmember Manchester said committee met on December 23. They reviewed the need for a resolution to allow an interfund loan from Current Expense to Stormwater. It has been added to the agenda.

**Community Development:** Councilmember Beadles said committee met on December 17 and discussed an opportunity to offer a scholarship to a local student through AWC. Committee would like to see the south entry project move forward.

**UNFINISHED BUSINESS:**

**A. Ordinance No. 1516, 2013 Budget Amendment – 2<sup>nd</sup> Reading for Action**

Ordinance No. 1516 was read by title. MOTION BY PROVOST/BEADLES to adopt Ordinance No. 1516. Motion carried.

**B. Ordinance No. 1517, Sewer Rates – 2<sup>nd</sup> Reading for Action**

Ordinance No. 1517 was read by title. MOTION BY BEADLES/NASH to adopt Ordinance no. 1517. Motion carried.

**C. Ordinance No. 1518, Sanitation Rates – 2<sup>nd</sup> Reading for Action**

Ordinance No. 1518 was read by title. MOTION BY NASH/MANCHESTER to adopt Ordinance No. 1518. Motion carried.

**D. Ordinance No. 1519, 2014 Budget – 2<sup>nd</sup> Reading for Action**

Ordinance No. 1519 was read by title. MOTION BY BEADLES/MANCHESTER to adopt Ordinance No. 1519. Motion carried.

**NEW BUSINESS**

**A. Community Garden Progress Report – Dan Cease**

Janet Marugg, 2016 Sunset Court and Dan Cease, 1122 6<sup>th</sup> Street, gave a presentation on the Community Garden. Cease said he is the CEO of the 501C3 that operates the garden. Cease said the Garden barely broke even in 2013, mostly due to water costs from the hot summer weather. Next year some equipment needs to be replaced. Cease said the fencing the city provided when the garden was on city property is still being used. The garden is now on Walla Walla Community College property.

Janet said the garden has 100 growing plots of various sizes. Growers rent the space for a minimal charge, which includes the water. Gardeners have access to tools and there is a greenhouse on site. There are 9 beds being used as demonstration gardens by the Master Gardeners. There is a flower cutting garden where bouquets can be had for a small fee. Over 6,500 pounds of produce has been grown this year and donated to the food bank. The organization is now accepting applications for the 2014 growing year. The organization is looking at ways to make the garden better known and used for other things. There is a picnic/meeting area available.

Dan shared some pictures of the growing beds. This year included a crop of sorghum and cotton.

**B. Resolution No. 2013-10, Salaries for Non-Represented Employees**

Resolution No. 2013-10 was read by title. MOTION BY BEADLES/MANCHESTER to approve Resolution No. 2013-10. Motion carried.

**C. Resolution No. 2013-11, 2014 Position Allocation List**

Resolution No. 2013-11 was read by title. MOTION BY NASH/BLACKMON to approve Resolution No. 2013-11. Motion carried.

**D. Professional Services Contract, Jim Grow, City Attorney**

MOTION BY BEADLES/NASH to authorize the contract with Jim Grow for City Attorney.  
Motion carried.

**E. Resolution No. 2013-12, Interfund Loan, Current Expense to Stormwater**

Resolution No. 2013-12 was read by title. MOTION BY BEADLES/MANCHESTER to approve Resolution No. 2013-12. Motion carried.

**COUNCIL COMMENTS:**

Councilmember Blackmon thanked John for his service to the community.  
Councilmember Smith said it has been an honor to work with the council and the city.

**MEDIA QUESTIONS:**

**EXECUTIVE SESSION:** Council adjourned to Executive Session at 7:37 p.m. to discuss union negotiations, potential litigation and property acquisition. Expected length of session is 15 minutes. Session was extended for an additional 15 minutes. No action is anticipated as a result of the session. Council returned to open session at 8:07.

**ADJOURNMENT:**

Meeting adjourned at 8:07p.m.

\_\_\_\_\_  
Vickie Storey, City Clerk

\_\_\_\_\_  
Kathleen A. Warren, Mayor

Total Fund Expenditures, 12/23/13	CK 55347-48, 55372-5433, JV #Nov2013Excise	\$177,604.48
Total Payroll, 12/15/13	CK #55350-55371	\$127,337.62

Public Safety Committee

January 7, 2014

Attendance: Chief Hastings, Chief Cooper, Bill Provost, Dick Jones, Terry Beadles

Chief Cooper stated that the new fire engine has been ordered. Expected delivery will be late August. There are several options for selling the old fire engine that should be considered upon arrival of the new fire engine.

Information about ambulance revenues is being provided to the council. Revenues have increased for the year of 2013.

A fire department report that covers vehicle mileage is provided to the council.

The council should request applications from interested citizens to apply for an appointment to the EMS council.

Chief Cooper and Chief Hasting attended a dispatch meeting on January 2<sup>nd</sup>. They feel the discussion went very well. There will be another meeting in January.

Chief Hastings will order 2) patrol car cameras that will match the video system that was installed last year (budgeted item).

A new patrol vehicle (SUV) will be ordered later this month when information is received from the state purchasing contract (budgeted item).

The committee recommends that Dick Jones be appointed to the Public Safety Committee for the 2014 year (agenda item for council action).

# CITY OF CLARKSTON MAYOR & COUNCIL

*Scheduled Regular Meetings of the City Council  
2nd & 4th Mondays - 7:00 p.m. Clarkston City Hall Council Chambers*

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MAYOR WARREN, Kathleen	824 Riverview	254-4917 (cell)
COUNCILMEMBER BLACKMON, Kelly	819 Sycamore	751-8769
COUNCILMEMBER KOLSTAD, Brian	1124 5 <sup>th</sup> Street	751-5171
COUNCILMEMBER BEADLES, Terry (MPT)	1123 10 <sup>th</sup> Street	758-1555
COUNCILMEMBER BAUMBERGER, Larry	1232 Billups	751-5464
COUNCILMEMBER PROVOST, Bill	811 3 <sup>rd</sup> Street	(208) 413-2002 (cell)
COUNCILMEMBER NASH, George	1115 Highland, #66 ½	295-4706
COUNCILMEMBER MANCHESTER, Clee	1337 12 <sup>th</sup> Street	758-7986

## COUNCIL COMMITTEES

*Meetings are held at Clarkston City Hall*

### FINANCE COMMITTEE

6:00 p.m. - 2<sup>nd</sup> & 4<sup>th</sup> Mon.

Bill Provost, Chair  
Clee Manchester  
Kelly Blackmon

### PUBLIC WORKS

4:00 p.m. - 1<sup>st</sup> & 3<sup>rd</sup> Wed.

George Nash, Chair  
  
Larry Baumberger

### PUBLIC SAFETY

4:00 p.m. - 1<sup>st</sup> & 3<sup>rd</sup> Tue.

Terry Beadles, Chair  
Larry Baumberger  
Bill Provost

### COMMUNITY DEVELOPMENT

2:00 p.m. - 1<sup>st</sup> & 3<sup>rd</sup> Tue.

Terry Beadles, Chair

George Nash

### ADMIN/INTERGOV

1:30 p.m. - 2<sup>nd</sup> & 4<sup>th</sup> Mon

Clee Manchester, Chair  
Bill Provost  
George Nash

## COUNCIL REPRESENTATIVES TO OUTSIDE ORGANIZATIONS

Asotin County LEOFF Disability Board	Vacant
Airport Commission	Tim Lynch
Health District	Vacant, Kathleen Warren
Tourism Committee	Kathleen Warren
Lodging Tax Advisory, County	Terry Beadles
Lodging Tax Advisory, City	Vacant
EMS Council	Larry Baumberger
Valley Vision	Vacant
PTBA	Larry Baumberger
SouthEast WA Economic Development	Kristin Kemak
MPO	Kathleen Warren
Volunteer Firefighter Board	Vacant
Facilities Planning	Terry Beadles
Hells Canyon Visitor Bureau	Vacant
Stormwater	George Nash
Regional EMS Task Force	Beadles, Provost

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## ALTERNATE PUBLIC DEFENSE CONTRACT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Clarkston, a Municipal Corporation organized and operating under the laws of the State of Washington. Hereinafter referred to as "City" and Jane Richards, hereinafter referred to as Alternate Attorney:

NOW THEREFORE, it is agreed as follows:

1. The Alternate Attorney shall provide legal services for all criminal misdemeanor defendants that cannot be represented by the public defender due to a *conflict* of interest before the Clarkston Municipal-Court whenever it is determined by the court or by the public defender that there is a conflict of interest and whenever court appointed representation is required by the constitution or other laws of the state of Washington of the United States. The Alternate Attorneys duties shall include but not be limited to all aspects of criminal defense including the submission of motions, affidavits, briefs and jury trials where requested.
2. Addition Duties Shall Include Appeals. The Alternate public defender shall provide services on appeal before the District Court whenever a person represented by the Alternate Attorney shall request an appeal from the municipal court. The Alternate Attorneys duties shall not include appeals to the court of appeals except insofar as it requires to file and preserve the right to appeal and help in locating appointed counsel.
3. Expenses: All expenses incurred by the Alternate Attorney under the terms of this contract, except the cost of expert or other services necessary to an adequate defense shall be the sole responsibility of the Alternate Attorney, PROVIDED HOWEVER, the Alternate Attorney shall seek and obtain the approval of the court before incurring and expense for investigative experts or other JcrR2. 11 (1) type of expenses for additional payment will be requested.
4. Manner of Service: Services provided by the Alternate Attorney pursuant to this contract shall be performed in a prompt and competent manner in accordance with the rules and decisions of the courts of the state of Washington and the Lawyers code of professional responsibility.  
The non-extraordinary services to be provided by the Alternate Attorney, insofar as is applicable and necessary, shall include counseling, general investigation, preparation for motions and court documents, hearing and trial work, post trial motions, defense pre-sentence reports, and other services as would be normally provided by private counsel.
5. Performance: Performance of this contract shall be deemed to have commenced January 1, 2014 and end December 31, 2015. The Alternate Attorney shall provide services to all qualified applicants or appointments for public defense. It is understood by all parties that the Alternate Attorneys representation of indigent persons under the terms of this contract includes only representation during the term of the agreement unless this contract is renewed, PROVIDED HOWEVER, the Alternate Attorney will make a good faith and diligent effort to complete all cases during the contract period.

CONTRACT FOR ALTERNATE  
PUBLIC DEFENDER

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6. Compensation: In consideration of the Alternate Attorneys performance hereunder the City shall pay the Alternate Attorney the sum of Five Hundred (500.00) per month commencing January 31st and on the 31<sup>st</sup> day or sooner, of each month thereafter throughout the period of this contract.
7. Termination of Contract: This Contract may be terminated by either party by giving sixty days notice in writing with or without cause.
8. Determination of Indigence: For purposes of this contract a person is indigent when a magistrate, district court judge or municipal court judge has determined, in accordance with applicable law, or court rule that such person is financially unable to obtain the services of an Attorney at Law. However, any person arrested and held in custody for a crime and who claims to be indigent shall be represented by the Alternate Attorney until a judge or magistrate has determined that such person is not indigent and permits the Alternate Attorney to withdraw. The Alternate Attorney shall provide City Law enforcement with her phone number to be provided to persons who are entitled to representation by the Alternate Attorney. The Alternate Attorney shall make an inquiry into such persons financial ability to employ private counsel unless such information has already been provided to the court. The Alternate Attorney shall report to the court any improvement in the person's financial condition which occurs subsequent to the initial appointment of counsel.
9. Indemnity: The Alternate Attorney shall indemnify and hold harmless the city from any and all malpractice claims which may be filed against and she shall at all times carry malpractice insurance in a minimum amount of five hundred thousand dollars (\$500,000.00) and Alternate Attorney shall provide proof of said insurance to the City.
10. Private Contractor: The Alternate public defender shall be deemed a private contractor for all purposes.
11. Separate Responsibility: Attorney understands she is contracting to provide conflict Indigent Defense, and is not entering into any form of a joint venture or partnership but is a separate legal entity.
12. Assignment: Alternate Attorney shall not assign or subcontract his or her responsibility for performance of this agreement without the prior written approval of the City.
13. Additional Compensation: Should a case arise which consumes more than twenty hours of work, the Alternate Attorney shall be compensated at \$60.00 dollars per hour not to exceed \$1000.00 in any given case.
14. Expenses in The Event of Change of Venue: In the event of a change of venue Alternate Attorney shall be reimbursed for the cost of necessary travel outside of the City, meals and lodging. Such compensation shall be at the current City rates and subject to the same restrictions.

CONTRACT FOR ALTERNATE  
PUBLIC DEFENDER

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15. This contract shall be deemed to include all of the terms of this agreement. My modification shall be made in writing signed by both parties.

\_\_\_\_\_  
Mayor for the City of Clarkston

  
Jane E. Richards  
Attorney at Law

CONTRACT FOR ALTERNATE  
PUBLIC DEFENDER

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## CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and the Hells Canyon Visitor Bureau, a Washington nonprofit corporation, hereinafter referred to as "HCVB".

WHEREAS, the City is desirous of advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion, and

WHEREAS, HCVB has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

### I

That HCVB will provide the above-referenced services on behalf of the City during the year 2014.

### II

That HCVB will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

### III

That in consideration of the performance of this contract, the City shall pay to HCVB a maximum of \$75,000.00 to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment to HCVB will be made on a reimbursement basis. HCVB shall provide copies of paid invoices to substantiate billings to the City of Clarkston.

### IV

That the duration of this contract shall begin January 1, 2014 and run through December 31, 2014.

V

That HCVB shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which HCVB shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That HCVB shall provide information necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this \_\_\_\_\_ day of January 2014.

CITY OF CLARKSTON

HELLS CANYON VISITOR BUREAU

\_\_\_\_\_  
Kathleen A. Warren, Mayor

  
\_\_\_\_\_  
Michelle Peters, Executive Director

## CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and the Lewis Clark Valley Chamber of Commerce, a Washington nonprofit corporation, hereinafter referred to as "Chamber".

WHEREAS, the City is desirous of advertising, publicizing, or otherwise distributing information and providing a staffed visitor center for the purpose of attracting visitors and encouraging tourist expansion, and

WHEREAS, the Chamber has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

### I

That the Chamber will provide the above-referenced services on behalf of the City during the year 2014.

### II

That the Chamber will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

### III

That in consideration of the performance of this contract, the City shall pay to the Chamber a maximum of \$7,710.00 to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment will be made on a reimbursement basis. The Chamber shall furnish documentation to substantiate billings to the City of Clarkston.

### IV

That the duration of this contract shall be from January 1, 2014 through December 31, 2014.

V

That the Chamber shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which the Chamber shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That the Chamber shall provide information necessary to meet all reporting requirements as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this \_\_\_\_\_ day of January 2014.

CITY OF CLARKSTON

CHAMBER OF COMMERCE

\_\_\_\_\_  
Kathleen A. Warren, Mayor

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## CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and the Clarkston Rotary Club, a Washington nonprofit organization, hereinafter referred to as "Rotary".

WHEREAS, the City is desirous of supporting, through advertising and promotion, a bike riding event that anticipates attracting riders from over 50 miles away as outlined in their 2014 funding application; and

WHEREAS, Rotary has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

### I

That Rotary will provide the above-referenced services on behalf of the City during the year 2014.

### II

That Rotary will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

### III

That in consideration of the performance of this contract, the City shall pay to Rotary a maximum of \$3,275.00 to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment to Rotary will be made on a reimbursement basis. Rotary shall provide copies of paid invoices to substantiate billings to the City of Clarkston.

### IV

That the duration of this contract shall begin January 1, 2014 and run through December 31, 2014.

V

That Rotary shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which rotary shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That Rotary shall provide information necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this \_\_\_\_\_ day of January 2014.

CITY OF CLARKSTON

CLARKSTON ROTARY CLUB

\_\_\_\_\_  
Kathleen A. Warren, Mayor

\_\_\_\_\_  
Wanda Keefer, President

COMMITTEE APPLICATION FOR

CITIZENS AT-LARGE

Name Dick Jones  
Home Phone 509-758-5224 Message Phone \_\_\_\_\_  
Address 1944 Crestview Ct  
City CHARKSTON State WASH Zip 99403  
Are you over 18 year of age? X Yes \_\_\_\_\_ No

Committee Applying for: Public Safety committee  
Why do you want to serve on this committee? I HAVE SERVE ON  
this committee For the LAST three Year  
and HAVE enjoyed in ADVISED BY the  
committee on emergency service activities

List special skills, interests or knowledge that you would bring to the committee: \_\_\_\_\_  
I have 40 years of experience in  
emergency activities

Most committee meetings take place during normal work hours. Are you available to attend this committee's regular meetings? X Yes \_\_\_\_\_ No