

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, APRIL 27, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
April 13, 2015, Regular Meeting, April 20 Joint Meeting Minutes**
- 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 – April 21**
 - C. Public Works – April 15**
 - D. Administrative/Intergovernmental – April 27**
 - E. Community Development – April 21**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS:**
 - A. Ordinance No. 1538, Zoning Map Change re: 1226 and 1234 Chestnut - 1st Reading (CD)**
 - B. Interlocal Agreement with Port of Clarkston re: 2015 Port Security Grant (PS)**
 - C. Right of Way Lease Request – Update (PW)**
 - D. Ordinance No. 1539, Franchise Agreement with PUD – 1st Reading (PW)**
 - E. Special Event Permit, Cruzin to Clarkston Car Show (CD)**
- 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
April 13, 2015

COUNCIL:

Beadles (approved absence)	<input checked="" type="checkbox"/>	Nash
Provost (approved absence)		Baumberger (unapproved absence)
<input checked="" type="checkbox"/> Kolstad	<input checked="" type="checkbox"/>	Blackmon
<input checked="" type="checkbox"/> Manchester		

Motion by Blackmon / Nash, unexcused absence for Baumberger, passed.

Motion by Nash / Blackmon, excused absence for Beadles & Provost, passed.

STAFF:

Chief Hastings Chief Cooper Clerk Storey City Attorney Grow PWD Martin

AGENDA CHANGES: Nash pointed out Grant for 2nd Street camera with the Port was not on the agenda as indicated in the Safety Committee minutes. Hastings explained a postponement.

APPROVAL OF MINUTES: MOTION BY NASH/BLACKMON to approve the minutes of the March 23, 2015, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public: Alice White of 742 13th Street again praised the concrete contractor working on 13th Street. Also pointed out the terrible condition of the sidewalk in front of the old City Hall building. Nash asked if money was available. Martin responded by explaining there is some limited funding available.

B. From Mayor: Our Savior's Lutheran Church at 1115 13th Street will be distributing food Friday from 11 am to 1 pm and distribution volunteers are appreciated. Also, the Council has had great difficulty getting together with the County Commissioners to discuss the municipal court issue. With Mayor's approach, a date of April 20th at 5:45 was discussed as a possible joint meeting to be located at the County Annex building. Commissioner Shinn explained that they want to get this accomplished just as much as the City and they expect it to be a productive review of Councilor Beadles calculations. Mayor will prepare email notices to all parties involved.

C. From Staff:

COMMITTEE REPORTS:

Finance: Councilmember Manchester reported the bills were reviewed and approved for payment. Total expenditures for March 31, 2015 of \$569.59 and for April 13, 2015 of \$443,607.14. MOTION BY BLACKMON/KOLSTAD to approve the bills. Motion carried. Nash commented on the good explanations for the bills coming from Hastings office. Never a question.

Public Safety: Committee met April 7, 2015. Nash read the attached minutes to the meeting consisting of the following...

Attendance by Hastings, Cooper, Provost, Braddock, Beadles.

Hastings discussed the Washington State proposed public records disclosure changes for police body cameras. Also, research is being conducted by the Chief on hardware and software available for body cameras. Hastings would like to partner with Port of Clarkston for a grant application for a security camera at 2nd and Bridge. Chief Cooper discussed future items that need consideration for radio communications. The dispatch contract will need future action from the council. Cooper presented some of the highlights. Cooper discussed a concept for limited reimbursement for Clarkston Fire Dept. paramedic students. During a Fire Department business inspection, a door received damage. It will be repaired by the Fire Dept. A defective hydrant was detected during testing. It will be replaced. Blackmon questioned Chief Hastings about what the camera grant would provide.

Public Works: No meeting.

Admin Committee: Councilmember Manchester said committee met earlier today. There was discussion about the need for code of ethics requirements as per our insurance carrier. Further discussion was delayed until better attendance.

Community Development: No meeting.

UNFINISHED BUSINESS:

A. Ordinance No. 1537, Budget Amendment-2nd Reading for Action

MOTION BY NASH / MANCHESTER to approve Ordinance No. 1537. Motion carried.

NEW BUSINESS:

A. Agreement with Ken Nagy, Hearing Examiner

PWD Martin explained the need and work with indemnity language to meet our needs. MOTION NASH / BLACKMON to approve the agreement with Nagy for Hearings Examiner services. Motion carried.

COUNCIL COMMENTS:

Councilmember Kolstad brought up the terrible no smoking signs located in our parks that have recently been put up. Based on his graphic design background, he suggests council considers a re-design of the signs. He believes they could be more effective in reducing smoking in the parks. The presence of quotation marks on the sign and different font sizes are a problem. Possibly discuss with the producers of the signs for a remake to produce a better sign that better represents the city. PWD Martin requests some guidance as to whether there will be a sign review committee or to take the issue back to public works committee for review. Martin pointed out that public works committee meets every 1st and 3rd Wednesday of every month. Nash asked Kolstad if he could put something together for the next public works meeting and he said he could.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Council adjourned to Executive Session at 7:27 to for a phone conference with Kevin Wesley to discuss union negotiations. Anticipated length of session is 15 minutes. No decisions will be made as a result of the session. Council returned to open session at 7:42 p.m.

ADJOURNMENT:

Meeting adjourned at 7:44 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 3/31/15	Ck #58806, 20150302-05, 07, 12	\$569.59
Total Fund Expenditures, 4/13/15	Ck #58807, 58858-58930	\$148,203.53
Payroll, 3/31/15	Ck #58808 – 58857	\$295,403.61

CLARKSTON CITY COUNCIL MINUTES
Joint Meeting with Asotin County Commission
at Asotin County Courthouse Annex
April 20, 2015

COUNCIL:

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

STAFF:

- City Attorney Richardson Chief Hastings Clerk Storey

Others Present: Asotin County Commissioners Jeffords, Fuller and Shinn

Commissioner Jeffords called the meeting to order at 5:45 p.m. Mayor Warren called the council to order at 5:45 p.m.

DISCUSSION: District Court Fees

Jeffords stated that the last discussion on the court fees contemplated a tiered approach. Shinn commented that current proposal is for fees to be \$30 for infractions and \$135 for criminal citations. Fuller stated that the County has a budget to cover for court and the fees need to be adequate to meet that budget. He said that based on 2014 citations, the proposed fees would not cover the budget, but the County is willing to cover the gap for now. He said the costs of court were met for many years, but the state has increased the share of fines they take and raised the judge's salary, all of which are out of the County's control.

Provost commented that court fines were never set to make a profit, only to help cover the cost of the system.

Richardson said that deferred prosecution revenue should be part of the equation. Fuller disagreed. Richardson said there is an administrative fee that the county keeps and that should be calculated in. Fuller said he will check with the judge on the distribution of those fees. Fuller commented that there are times that cases are extended unnecessarily, increasing costs and those additional costs should also be considered. Richardson asked for details and Fuller said he will get more information to him. Shinn said we need to take things one step at a time. That would require setting some standards and figuring out how to establish penalties. But the deferred issue should be explored. Richardson said half of the deferred fee goes to the City and half to the County. He suggested looking at a formula instead of a flat fee.

Beadles said the fee could change annually based on court expenses and the number of citations processed. Shinn said if we postpone a decision to work on a different formula it will just delay the process. The fee could just be based on the prior year's expenses and citations.

A representative from City of Asotin asked why they were not included in these discussions. Jeffords said they were not at the table because they had not requested to meet with the County. They had requested a meeting with just City of Clarkston prior to meeting with the County. He said Mayor Warren had asked for a meeting between Clarkston and the County and this meeting is in response to that request. Jeffords commented that he had met with Asotin Mayor Bonfield twice.

Jennifer Bly clarified that citations written by state agencies are not part of the cities' fees.

Provost said it seems like this is just catching up with the way most of the state is handling court services.

Clarkston said they would like to have legal review of the proposed contract and get more information on the deferred fees before moving forward.

Provost suggested using a three year rolling average to determine fees, since that would help level out peaks and valleys in the costs and the citations processed from year to year. However, he suggested that could be looked at in future discussions and this agreement shouldn't be held up.

ADJOURNMENT:

Meeting adjourned at 6:25 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

DRAFT

Public Safety Committee

April 21, 2015

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

Chief Hastings reported that he is working on the Resource Officer contract for the upcoming school year.

An intergovernmental cooperative agreement was presented. This is an agreement with the port to cover application and administration of a security grant. (Agenda item for council action).

There will be several promotions within Clarkston Police Department effective May 1.

Clarkston Police Department received some used monitors for computers from Whitcom.

Chief Cooper reported that the Whitcom contract should be ready soon for council review.

There was discussion about paramedic training being studied by four Clarkston firefighters.

April 15, 2015

Public Works Committee:
(all present)

- 1) Agenda Item: Right of Way Lease for Sycamore St. Grill
Discussion of lease for construction of extended sidewalk area for outdoor dining.
Originated back around 2006 for restaurant with new language for new owner.

- 2) Agenda Item: PUD Franchise
It was discovered that we were beyond the ending franchise date as established. The franchise was reviewed by legal staff and the length changed from 25 years to 30 years.

- 3) Sewer lift station replacement discussion.
- 4) WWTP pump repairs discussion.
- 5) Garbage truck repair discussion.
- 6) Playground "No Smoking" sign discussion. Decided to replace the signs with upgraded signs that are more effective. New design as deliver by Councilman Kolstad will be used.

A handwritten signature in black ink, appearing to be the initials 'JK' followed by a long horizontal stroke.

ORDINANCE NO. 1538

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 17.05.080, WHICH ESTABLISHES THE OFFICIAL ZONING MAP OF THE CITY OF CLARKSTON.

WHEREAS, the Planning Commission held a public hearing on April 6, 2105 to consider a request from Mark Schwemmer on Zoning Map Change Application No. 2015-01 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

NOW THEREFORE, be it ordained by the City Council of the City of Clarkston as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

The properties described below are hereby changed from Medium Density Residential (R-2) to Neighborhood Commercial (NC) zoning designation:

The East 85 ft. of the South one-half of Lot 11 of Block Y of Vineland and
The South half of Lot 10 Block Y of Vineland PT S153 W71.85 Lot 10 Block Y,
excepting that portion of Lots 10 and 11 of Block Y described as follows:
Commencing at the Centerline intersection of 12th St and Chestnut (the SE corner of Block Y); thence N. 89°59'02" W, along the centerline of Chestnut for 164.99 ft. to the SE corner of Lot 10 and the true point of beginning; thence N 89°59'02" W, for 93.15 ft.; thence N 00°00'03" E, for 120.44 ft.; thence 44°59'30" W, for 46.76 ft.; thence N 89°59'02" W, for 32.36 ft.; thence N 39°24'16" W, for 12.95 ft.; thence N 89°59'02" W, for 24.19 ft.; thence S 00°00'03" W, for 10.00 ft.; thence N 89°59'02" W, for 59.00 ft.; thence N 00°00'03" E, for 176.45 ft.; thence S 89°59'02" E, for 249.98 ft.; thence S 00°00'03" W, for 329.95 ft. to the point of beginning.

That part of Lot 11 of Block y of Vineland described as follows:
Commencing at the SW corner of Lot 11 of Block Y of Vineland; thence E along the centerline of Chestnut Street for a distance of 80 ft.; thence N for a distance of 165 ft.; thence W 80 ft. to the West line of said lot 11; thence S along the West line for a distance of 165 ft. to the place of beginning.

SECTION 2.0

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

Dated this 11th day of May, 2015.

Kathleen A. Warren, Mayor

ATTEST BY:

Vickie Storey, City Clerk

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

THE EAST EIGHTY-FIVE (E. 85 FT) OF THE SOUTH ONE-HALF OF LOT ELEVEN (11) OF BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF.

LESS AND EXCEPTING THAT PORTION OF LOTS 10 AND 11 OF BLOCK "Y" OF VINELAND, IN THE CITY OF CLARKSTON, COUNTY OF ASOTIN, STATE OF WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

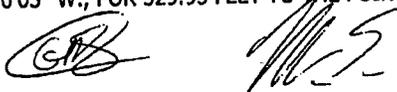
COMMENCING AT THE CENTERLINE INTERSECTION OF 12TH STREET AND CHESTNUT (THE SE CORNER OF BLOCK "Y"); THENCE N. 89°59'02" W., ALONG THE CENTERLINE OF CHESTNUT FOR 164.99 FEET TO THE SOUTHEAST CORNER OF LOT 10 AND THE TRUE POINT OF BEGINNING; THENCE N. 89°59'02" W., FOR 93.15 FEET; THENCE N. 00°00'03" E., FOR 120.44 FEET; THENCE N. 44°59'30" W., FOR 46.76 FEET; THENCE N. 89°59'02" W., FOR 32.36 FEET; THENCE N. 39°24'16" W., FOR 12.95 FEET; THENCE N. 89°59'02" W., FOR 24.19 FEET; THENCE S. 00°00'03" W., FOR 10.00 FEET; THENCE N. 89°59'02" W., FOR 59.00 FEET; THENCE N. 00°00'03" E., FOR 176.45 FEET; THENCE S. 89°59'02" E., FOR 249.98 FEET; THENCE S. 00°00'03" W., FOR 329.95 FEET TO THE POINT OF BEGINNING.

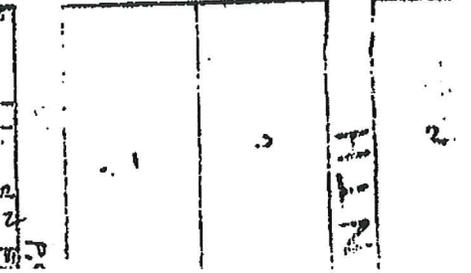
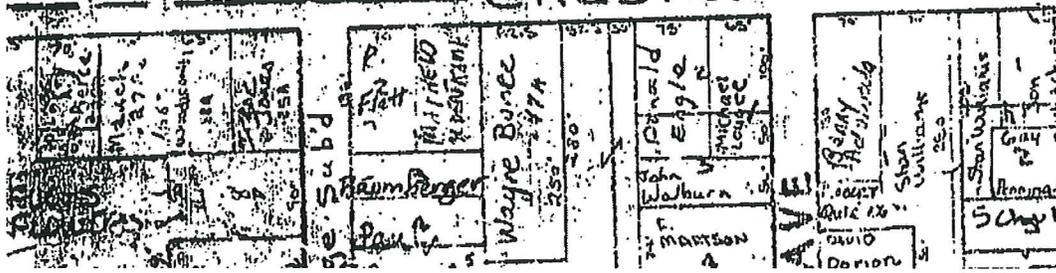
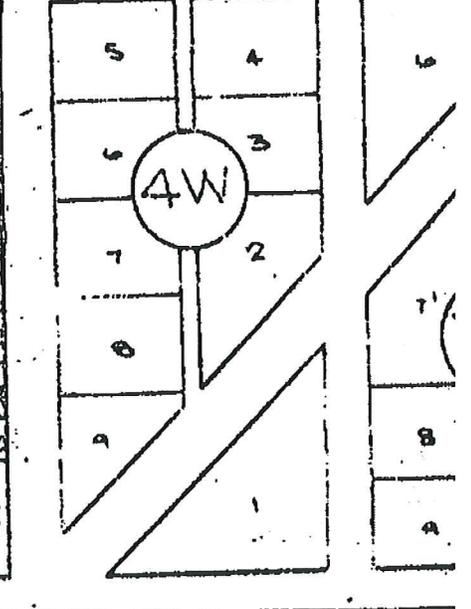
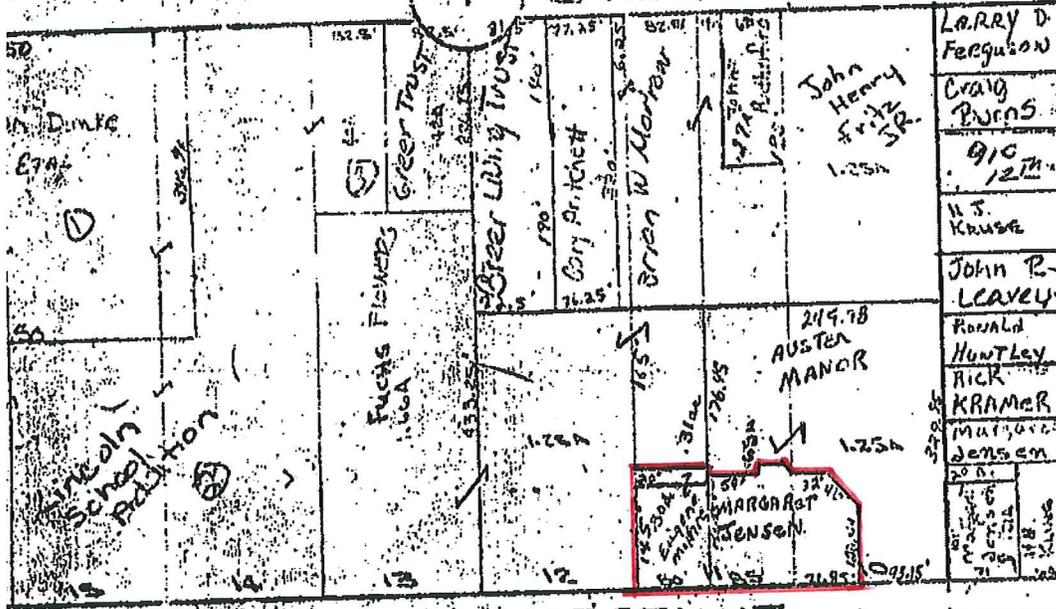
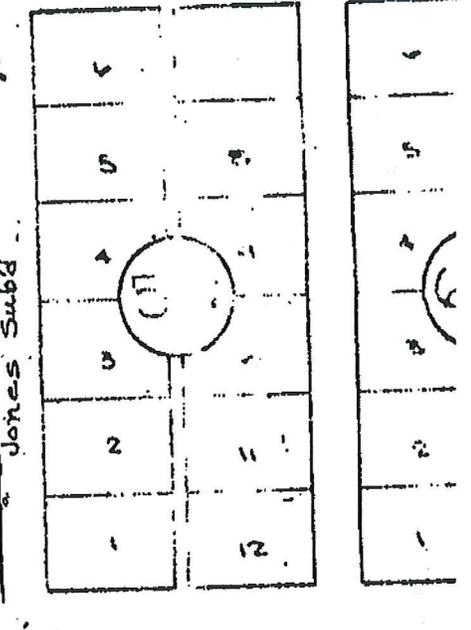
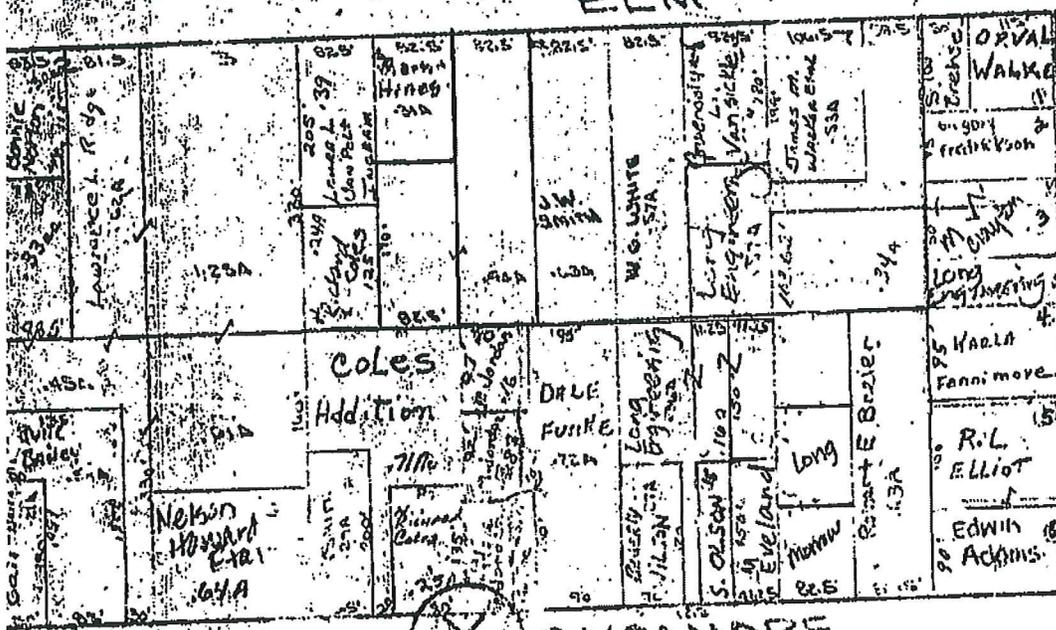
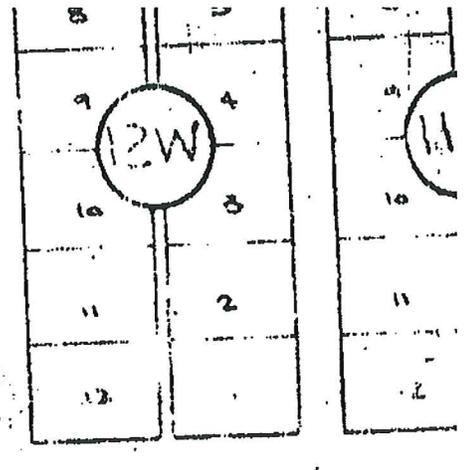
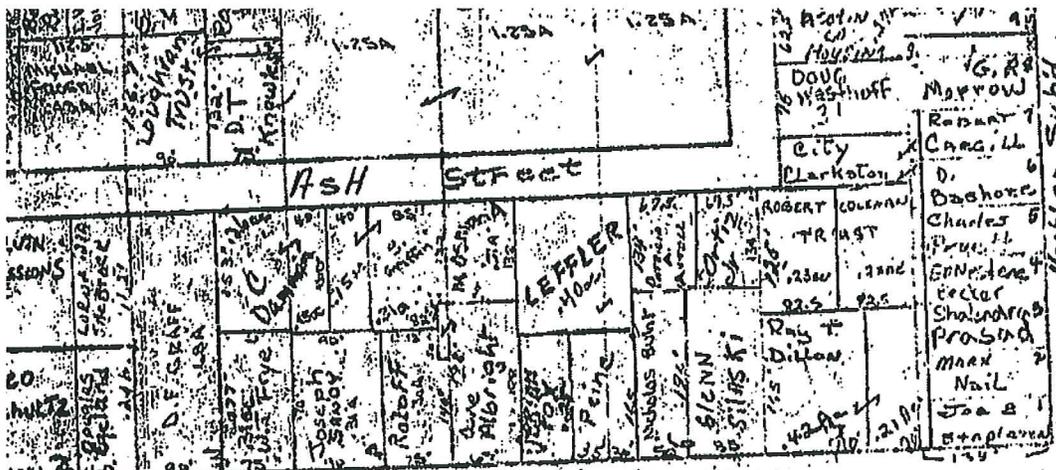
PARCEL II:

THE SOUTH HALF OF LOT TEN (10) OF BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF.

LESS AND EXCEPTING THAT PORTION OF LOTS 10 AND 11 OF BLOCK "Y" OF VINELAND, IN THE CITY OF CLARKSTON, COUNTY OF ASOTIN, STATE OF WASHINGTON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 12TH STREET AND CHESTNUT (THE SE CORNER OF BLOCK "Y"); THENCE N. 89°59'02" W., ALONG THE CENTERLINE OF CHESTNUT FOR 164.99 FEET TO THE SOUTHEAST CORNER OF LOT 10 AND THE TRUE POINT OF BEGINNING; THENCE N. 89°59'02" W., FOR 93.15 FEET; THENCE N. 00°00'03" E., FOR 120.44 FEET; THENCE N. 44°59'30" W., FOR 46.76 FEET; THENCE N. 89°59'02" W., FOR 32.36 FEET; THENCE N. 39°24'16" W., FOR 12.95 FEET; THENCE N. 89°59'02" W., FOR 24.19 FEET; THENCE S. 00°00'03" W., FOR 10.00 FEET; THENCE N. 89°59'02" W., FOR 59.00 FEET; THENCE N. 00°00'03" E., FOR 176.45 FEET; THENCE S. 89°59'02" E., FOR 249.98 FEET; THENCE S. 00°00'03" W., FOR 329.95 FEET TO THE POINT OF BEGINNING.





AFTER RECORDING MAIL TO:

First American Title Company
330 Diagonal Street
Clarkston, WA 99403

Inst:	330831	07/20/2012	4:05PM
Filed:	FIRST AMERICAN TITLE	Fee Cd:	D-03
Code:	088	S W Deed	64.00
Asotin County Auditor		Excise:	45992

Filed for Record at Request of:
First American Title Company

STATUTORY WARRANTY DEED

File No: **421650-CL (th)**

Date: **July 03, 2012**

Grantor(s): **Margaret J. Jensen**

Grantee(s): **Gwen Schwemmer and Mark Schwemmer**

Abbreviated Legal: **PTN OF LOTS 10 AND 11, BLOCK "Y" OF VINELAND, ASOTIN COUNTY, WASHINGTON**

Additional Legal on page:

Assessor's Tax Parcel No(s): **1004180110004 and 1004180100003**

THE GRANTOR(S) Margaret J. Jensen, an unmarried woman for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Gwen Schwemmer and Mark Schwemmer, wife and husband, the following described real estate, situated in the County of Asotin, State of Washington.

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Margeret J. Jensen

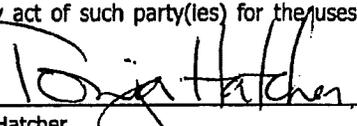
Margaret J. Jensen by Barbara J. Cook, Attorney in Fact
By: Barbara J. Cook, Attorney in Fact

REAL ESTATE EXCISE TAX
PAID \$ 3320.10 DATE 7/20/12
RECEIPT No. 45992
ASOTIN COUNTY TREASURER
By [Signature]
SALE PRICE 217000.00

STATE OF Washington)
)-ss
COUNTY OF Asotin)

I certify that I know or have satisfactory evidence that **Barbara J. Cook** (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they (is/are) authorized to execute the instrument and acknowledged it as the **Attorney in Fact of Margeret J. Jensen** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7-19-12


Tonja Hatcher
Notary Public In and for the State of Washington
Residing at: Asotin, WA
My appointment expires: 7-29-13



TONJA HATCHER
NOTARY PUBLIC WASHINGTON
Residing at Asotin, WA
My Comm Expires July 29, 2013

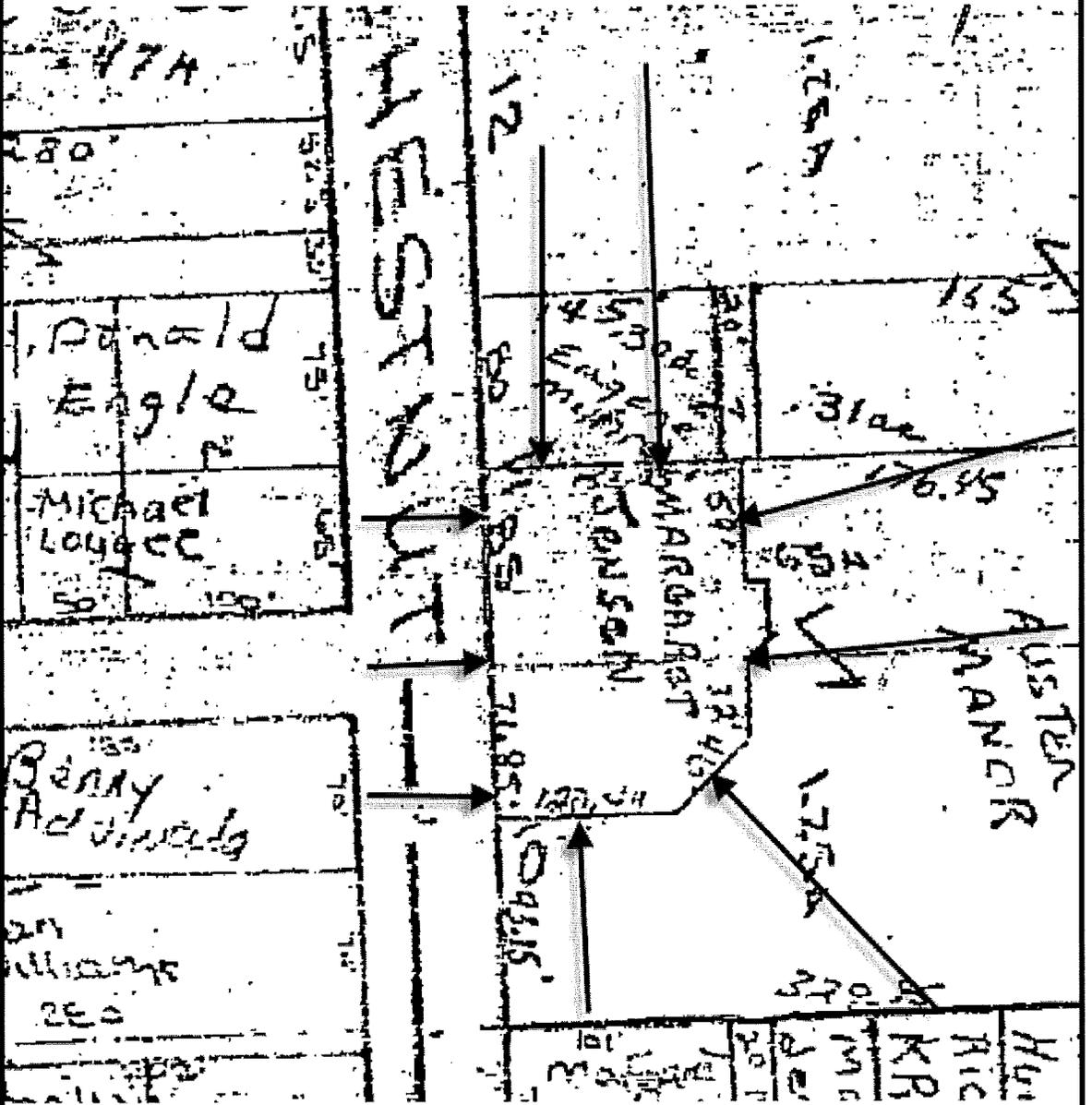


TONJA HATCHER
NOTARY PUBLIC WASHINGTON
Residing at Asotin, WA
My Comm Expires July 29, 2013

ALLIANCE
TITLE & ESCROW CORP.



1226 Chestnut Street
Clarkston, WA 99403



THIS MAP IS FURNISHED AS AN ACCOMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



Filed for Record at Request of

When Recorded Return to:

NAME _____

ADDRESS _____

CITY, STATE, ZIP: _____

THIS SPACE PROVIDED FOR RECORDER'S USE
178835

Judy A. Fuchs
Notary Public
ASOTIN COUNTY WASHINGTON

STATUTORY WARRANTY DEED

THE GRANTOR **GARY L. FUCHS and JUDY A. FUCHS**, husband and wife

for and in consideration of **Ten Dollars (\$10.00)** and other good and valuable consideration

in hand paid, conveys and warrants to **EUGENE E. MYHRE, JR. and DEBORAH L. MYHRE**, husband and wife

the following described real estate, situated in the County of **Asotin**, State of Washington:

That part of Lot 11 of Block "Y" of VINELAND according to plat recorded in Book A of Plats, page 19, in Asotin County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Lot 11 of Block "Y" of Vineland; thence East along the centerline of Chestnut Street for a distance of 80 feet; thence North for a distance of 165 feet; thence West 80 feet to the West line of said lot 11; thence South along the West line for a distance of 165 feet to the place of beginning.

SUBJECT TO: These premises are within the Asotin County Public Utilities District #1 and are subject to the levies and assessments thereof.

REAL ESTATE EXCISE TAX
PAID \$ 267.00 DATE 6-30-88
RECEIPT No. 19885
ASOTIN COUNTY TREASURER
[Signature]

Dated _____, 19 _____

[Signature]
[Signature]

By _____

By _____



STATE OF WASHINGTON }
COUNTY OF _____ } ss.

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me GARY L. FUCHS
and JUDY A. FUCHS

On this _____ day of _____
19 _____ before me, the undersigned, a Notary Public in and for
the State of Washington, duly commissioned and sworn, personally
appeared _____

to me known to be the individual described in and who executed
the within and foregoing instrument, and acknowledged that
they
signed the same as their
free and voluntary act and deed, for the uses and purposes therein
mentioned.

and _____
to me known to be the _____ President
and _____ Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowl-
edged the said instrument to be the free and voluntary act and deed
of said corporation, for the uses and purposes therein mentioned,
and on oath stated that _____

GIVEN under my hand and official seal this _____
27th day of June 19 88

_____ authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

[Signature]
Notary Public in and for the State of Washington, residing at
Federal Way, WA

Witness my hand and official seal hereto affixed this day and year
first above written.

Notary Public in and for the State of Washington, residing at: _____

INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN
THE PORT OF CLARKSTON AND THE CITY OF CLARKSTON RELATING TO THE
PORT SECURITY SYSTEM

This agreement entered into this _____ day of April 2015, between the Port of Clarkston, a Washington Municipal Corporation hereinafter called "Port", and the City of Clarkston, a Washington Municipal Corporation, hereinafter called "CITY".

WHEREAS, the Port and the City are authorized under RCW 39.34.030 to enter into intergovernmental cooperative agreements; and,

WHEREAS, the Port has a system of surveillance cameras at various Port properties which is linked to the Clarkston Police Department; and

WHEREAS, the City would benefit from enhancement to the Port's surveillance camera system, particularly at the intersection of Port roadways and City streets, and wishes to have the Port expand its existing surveillance camera system; and

WHEREAS, the Port has the opportunity to enhance its surveillance camera system by obtaining a Port security grant from Department of Homeland Security Port Security Grant Program; and

WHEREAS, enhancing the Port security camera system will result in increased operational costs, including but not limited to electricity, maintenance, and repairs; and

WHEREAS, the City has determined the benefit to public safety resulting from an enhanced Port surveillance camera system linked to the City Police Department will justify the cost of assuming the cost and expense of keeping, maintaining and repairing the system; and

WHEREAS, the description of the surveillance camera system which is the subject matter of this Interlocal Agreement is attached hereto as Exhibit "A";

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Port will apply to the Department of Homeland Security for a grant for enhancements to its surveillance camera system as described in Exhibit "A".
2. In the event the Port is awarded a grant for enhancements to the security camera system as identified in Exhibit "A", the Port will use the grant funds to install the enhancements to the system, and the Port will administer the grant during the term of the grant obligation in accordance with the grant award.

3. Upon completion of the installation of the cameras, the City will pay all operational costs for the system, including electrical service charges, maintenance and repair for the life of the equipment, expected to be a period of seven (7) years from the date of completion of installation.
4. The costs of the installation of the enhancement to the Port's surveillance camera system will be financed by the Port through grant funding; the cost of the City's obligation for operations, maintenance and repair shall be paid for by the City through its regular infrastructure operations' budget.
5. No separate entity shall be established for administration of this Interlocal Agreement. The purpose of this agreement is to increase public safety and to improve law enforcement for the citizens of the Port district and the City of Clarkston.
6. The surveillance camera system and appurtenant facilities and equipment shall be the property of the Port of Clarkston.
7. Administration of this agreement shall be by the City Manager and the Port Manager.
8. The purchase and installation of the cameras and equipment shall be conducted by the Port of Clarkston in accordance with Washington State Public Works Law.
9. This agreement shall be adopted by Resolutions of the Port of Clarkston and City of Clarkston. Upon execution by authorized officials of the Port and the City, this agreement shall be filed with the Asotin County Auditor in accordance with RCW 39.34.040.

Dated this _____ day of April 2015.

PORT OF CLARKSTON

CITY OF CLARKSTON

Wanda Keefer, Manager

Kathleen Warren - Mayor

Attest:

Jennifer Bly, Port Auditor

Vickey Storey – Clerk/Treasurer

INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN
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WHEREAS, the City would benefit from enhancement to the Port's surveillance camera system, particularly at the intersection of Port roadways and City streets, and wishes to have the Port expand its existing surveillance camera system; and

WHEREAS, the Port has the opportunity to enhance its surveillance camera system by obtaining a Port security grant from Department of Homeland Security Port Security Grant Program; and

WHEREAS, enhancing the Port security camera system will result in increased operational costs, including but not limited to electricity, maintenance, and repairs; and

WHEREAS, the City has determined the benefit to public safety resulting from an enhanced Port surveillance camera system linked to the City Police Department will justify the cost of assuming the cost and expense of keeping, maintaining and repairing the system; and

WHEREAS, the description of the surveillance camera system which is the subject matter of this Interlocal Agreement is attached hereto as Exhibit "A";

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Port will apply to the Department of Homeland Security for a grant for enhancements to its surveillance camera system as described in Exhibit "A".
2. In the event the Port is awarded a grant for enhancements to the security camera system as identified in Exhibit "A", the Port will use the grant funds to install the enhancements to the system, and the Port will administer the grant during the term of the grant obligation in accordance with the grant award.

3. Upon completion of the installation of the cameras, the City will pay all operational costs for the system, including electrical service charges, maintenance and repair for the life of the equipment, expected to be a period of seven (7) years from the date of completion of installation.
4. The costs of the installation of the enhancement to the Port's surveillance camera system will be financed by the Port through grant funding; the cost of the City's obligation for operations, maintenance and repair shall be paid for by the City through its regular infrastructure operations' budget.
5. No separate entity shall be established for administration of this Interlocal Agreement. The purpose of this agreement is to increase public safety and to improve law enforcement for the citizens of the Port district and the City of Clarkston.
6. The surveillance camera system and appurtenant facilities and equipment shall be the property of the Port of Clarkston.
7. Administration of this agreement shall be by the City Manager and the Port Manager.
8. The purchase and installation of the cameras and equipment shall be conducted by the Port of Clarkston in accordance with Washington State Public Works Law.
9. This agreement shall be adopted by Resolutions of the Port of Clarkston and City of Clarkston. Upon execution by authorized officials of the Port and the City, this agreement shall be filed with the Asotin County Auditor in accordance with RCW 39.34.040.

Dated this _____ day of April 2015.

PORT OF CLARKSTON

CITY OF CLARKSTON

Wanda Keefer, Manager

Kathleen Warren - Mayor

Attest:

Jennifer Bly, Port Auditor

Vickey Storey – Clerk/Treasurer

ORDINANCE NO. 1539

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, GRANTING A FRANCHISE TO PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, WASHINGTON TO CONSTRUCT, OPERATE AND MAINTAIN A WATER DISTRIBUTION SYSTEM IN, OVER AND ALONG CITY STREETS, ALLEYS, AND OTHER CITY PROPERTY IN ASOTIN COUNTY, WASHINGTON.

THE CITY COUNCIL OF THE CITY OF CLARKSTON AT A REGULAR MEETING ASSEMBLED DO ORDAIN AS FOLLOWS:

I.

That a franchise be and the same is hereby given and Granted to Public Utility District No. 1 of Asotin County, Washington doing business in Asotin County, State of Washington, its successors and assigns for a period of thirty years from and after the adoption date to construct, operate and maintain a water distribution system in, under and along and over public streets, alleys, and other public property located within the City of Clarkston, Asotin County, Washington.

II

Public Utility District No. 1 of Asotin County, Washington, its successors and assigns (hereinafter referred to as District) shall have the right and authority to enter upon the City streets, roads, alleys, rights of way and other City property for the purpose of constructing and installing its water distribution system and all necessary facilities connected therewith (hereinafter referred to as the "distribution system") and for repairing, operating, maintaining, removing and replacing all or any portion of its distribution system.

III

All construction and installation work where crossing City roads, streets, alleys or rights of way or other City property shall be submitted for the approval of the City Supervisor and /or Director of Public Works.

IV

Prior to commencement of construction of any portion of said distribution system, the District shall first file with the City Supervisor and/or Director of Public Works its plans and specifications in duplicate showing the position, depth and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing City streets, roads, alleys, rights of way or other City property.

The distribution systems shall be installed in conformity with said plans, except in instances in which deviation may be allowed thereafter in writing by the City Supervisor and/or Director of Public Works pursuant to application by District. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, back fill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc.

No construction shall be commenced without the District first securing a written permit from the City Supervisor and/or Director of Public Works, including approval endorsed on one set of plans and specifications returned to the District. All such work shall be done subject to the supervision of the City Supervisor and/or Director of Public Works.

V

In any work which requires breaking of surface of the City's streets, roads, alleys, rights of way, or other City property subject to this franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said distribution system, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the District now in existence or hereafter constructed, the District shall be governed by and conform to the general rules now existing or hereafter adopted by the officers charged with the supervision and care of such City streets, roads, alleys, rights of way and other City property; and the District at its own expense and with all convenient speed shall complete the work for which the surface has been broken and forthwith replace the work and make good the City street, road, alley, right of way, or City property and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the surface of the City roads, streets, alleys, rights of way or other City property shall be done prior to the filing of its plans with the City Supervisor and/or Director of Public Works; provided, however, that in cases of emergency arising after office hours when an immediate excavation may be necessary for protection of private or public property the same shall be reported to the City Police. Plans for restoration of the City road, street, alley, right of way, or other City property to the same condition as it was prior to such breaking shall be filed with the City Supervisor and/or Director of Public Works. The City may upon notice to the District at any time order or have done any and all work that they consider necessary to restore to a safe condition any such City road, street, alley, right of way or other City property left by the District or its agents in a condition dangerous to life and/or property, and the District upon demand shall pay to the City all costs of such work.

VI

All water distribution lines and facilities constructed, operated and maintained across City road, streets, alleys, rights of way or other City property as covered by this franchise shall be constructed, operated and maintained in compliance with the Standards of The American Water Work Association. All construction or installation of such lines and facilities, service repair or relocation of the same, performed along or under the City streets, rights of way or other county property subject to this franchise shall be done in such manner as not to interfere with the construction and maintenance of other utilities, public or private, drain, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such city streets, rights of way or other county property. All utilities, public or private, actually installed in such city streets, rights of way or other county property prior in time to the installation of the lines and facilities of the grantee shall have preference as to the positioning and location of such utilities so installed with respect to the grantee. Such preference shall continue in the event of necessity of relocation or changing the grade of any such city street or right of away.

VII

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of water distribution lines and the construction of other facilities and the opening of trenches, the tunneling under any City streets, roads, alleys, rights of way and other City property, the District shall leave the trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same so that damage or injury shall not occur or arise by reason of such work, and where any such trenches, ditches or tunnels are left open at night, the District shall place warning lights and barricades at such a position as to give adequate warning of such work. The District shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure to properly guard or give warning of any trenches, ditches or tunnels dug by the District.

VIII

The City in granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to City roads, streets, alleys, rights of way or other City property and this franchise shall not be construed to deprive the City of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City roads, streets, alleys, rights of way or other City property covered by this franchise.

IX

If, at any time, the City shall improve or change any City road, street, alley, right of way or other City property subject to this franchise by grading or regarding, planking or paving the same, changes of grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the District upon written notice from the City Supervisor and/or Director of Public Works shall, at its sole expense, with all convenient speed change the location or readjust the elevation of its water distribution system and other facilities so that the same shall not interfere with such City work and so that such lines and facilities shall conform to such new grades or routes as may be established. The City shall in no way be held liable for any damages to said District that may occur by reason of any of the City's improvements, changes or works above enumerated, except for damage caused by negligence of the City's employees or agents.

X

The laying, construction, operation and maintenance of the District's water distribution system authorized by this franchise shall not preclude the City, its agents, or its contractors from blasting, grading, excavating, or doing other necessary roadwork contiguous to the said lines and facilities of the District, providing that the District shall be given not less than fifteen (15) days' written notice of said blasting or other work in order that the District may protect its lines and facilities; provided further, that in the event of an emergency as determined by the City Supervisor and /or Director of Public Works, the District shall be given forty-eight (48) hours written notice.

XI

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivision, plats, roads, and all other surveys, the District shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the District's operations under this franchise.

The method of referencing these monuments or other points to be referenced shall be approved by the City Supervisor and/or Director of Public Works. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as the conditions permit, and as directed by the City Supervisor and/or Director of Public Works. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the District. The District shall file a complete set of reference notes to monuments and other marker ties which have been re-established or disturbed.

XII

If, at any time, the City shall vacate any City road, street, alley, right of way or other City property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, street, alley, right of way or other City property for the use of the City, either in its proprietary or governmental capacity, then the City may at its option and by giving thirty (30) days' written notice to the District, terminate this franchise with reference to such City road, street, alley, right of way or other City property so vacated and the City shall not be liable of any damage or loss to the District by reason of such termination; provided however that if the City can provide an alternate route across other City property, roads, streets, alleys or rights of way, the City shall do so within a reasonable time prior to such termination, it being understood and agreed that the District shall pay all costs of changing and re-routing its distribution system.

XIII

The District hereby agrees to protect and save harmless the City of Clarkston from any and all claims, actions or damages of every kind and description which may be asserted against such City by reason of the District's acts in connection with the construction, operation and maintenance of said distribution system. In case that any claim, suit or action is brought against the City for damages arising out of or by reason of the above-mentioned causes, the District will upon notice of the commencement of said claim, suit or action defend the same at its sole cost and expense. In the event the District shall refuse the tender of such defense, then the District will, in addition to indemnifying City against any such claim or suit, the District shall indemnify and hold the City harmless from any liability and indemnify the Grantee from any and all expenses incurred by the City in defending such claim or suit including attorney fees, expert witness fees and any other costs incurred. In case a final judgment shall be rendered against the City in such suit or action, the District will fully satisfy said judgment within (90) days' after said suit or action shall have finally been determined by a trial court, or appellate court or courts if appeal be taken, if determined adversely to the City. Upon the District's failure to satisfy said final judgment within the ninety (90) day period, the City of Clarkston may upon due notice terminate this franchise. Acceptance by the City of any work performed by the grantee at the time of completion shall not be a ground for avoidance of this covenant.

XIV

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the City from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the City roads, streets, alleys, rights of way or other City property subject to this franchise and shall in no way prevent or prohibit the City from constructing, altering, maintaining or using any of said roads, streets, alleys, rights of way, drainage structures or facilities, irrigation structures or facilities, or any other City property or affect its jurisdiction over them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the City may deem fit.

XV

All provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the District, and all privileges as well as all obligations and liabilities of the District shall inure to its successors, and assigns equally as if they were specifically mentioned wherever the District is mentioned.

XVI

The franchise herein granted to the District may not be sold, transferred, or assigned by the District.

XVII

It is understood that, in the event any of the City roads, streets, alleys or rights of way as designated in this franchise which, by reason of the subsequent incorporation of any City or town, or extension of the limits, then the control of the City with respect to this franchise shall be at an end and shall terminate as to such roads, streets, alleys and rights of way so included within such City or town limits.

XVIII

If the District shall willfully violate or fail to comply with any of the provisions of this franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the District under the provisions of this grant, then the said District shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City; provided, however, that the City shall give thirty (30) days' written notice of its intention to revoke or annul the franchise during which period the District shall have the opportunity to remedy the situation.

XIX

Enforcement and Arbitration

Should a dispute arise as to the interpretation of the terms hereof, upon proper notice given under the laws of the State of Washington, the matter shall be submitted to arbitration. A list of five arbitrators shall be requested from the American Arbitration Association.

The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall

be final and binding on all parties. The arbitrator shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any of the issues not so submitted.

The arbitrator shall have no authority to add to, subtract from, or otherwise change the franchise as they may apply to the specific facts of the issues in dispute. Each party shall bear one-half the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them. And neither party shall be responsible for expenses of witness called by the other party.

The full acceptance of this franchise and all of its terms and conditions within thirty (30) days' from the 27th day of April, 2015 by Public Utility District No 1 of Asotin County, Washington, in writing, is to be filed with the Clerk of the City of Clarkston and shall be a condition precedent to its taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

Dated this 27th day of April, 2015.

Kathleen A. Warren, Mayor

ATTEST TO:

Vickie Storey, City Clerk

APPROVED AS TO FORM:

JAMES W. GROW, City Attorney



City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1684 • Fire: (509) 758-8681 • Fax: (509) 769-6018

829 5th Street • Clarkston, WA 99403 • www.clarkston-wa.com

SPECIAL EVENT PERMIT Use of City-Owned Property

Name of Organization: CRUZIN TO CLARKSTON

Name of Event: CRUZIN TO CLARKSTON

Date of Event: Month JUNE Date ~~28~~ 27 Year 15

Time of Event: From 9:30am To 3:00pm

Location of Event: 6th st

Nature of Event: CAR SHOW

Estimated Attendance: 1,000 Estimated Age of Attendees: all ages

Will rights-of-way be used? Yes xx No _____
If yes, explain details on back of permit.

Insurance certificate naming the City of Clarkston as an additional insured must be attached to this permit. Ins certificate pending. Will present copy approx. 6 wks before event.

I am the authorized representative of the above organization and agree to obey all rules, policies, and ordinances governing the City of Clarkston.

Permittee agrees to protect and hold harmless the City of Clarkston and its agents from all claims, actions, or damages that may occur to or be suffered by a person or property resulting from any act or omission of the Permittee or its agent while on City property, except for those caused by the sole negligence of the City.

Name: Joanne Huntley Title: Committee member

Address: Box 400 Phone: 758-9041 254-3987

City: Clarkston State: WA Zip: 99403

Signature: Joanne Huntley Date: 04-09-15

For Departmental Use Only

Departmental Clearance:

Admin: _____ Police: _____ Fire: _____

Parks: _____ Public Works: _____

