

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, FEBRUARY 24, 2020**

1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES: February 10, 2020 Regular Meeting**
5. **Clarkston Fire Department Pinning Ceremony**
6. **COMMUNICATIONS:**
 - A. **From the Public:**
 - B. **From the Mayor:**
 - C. **From Staff or Employees:**
7. **COMMITTEE REPORTS:**
 - A. **Finance/Admin – Audit Report on Current Bills – February 24**
 - B. **Public Safety – No Meeting**
 - C. **Public Works – February 18**
 - D. **Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
8. **UNFINISHED BUSINESS: None**
9. **CONSENT AGENDA:**
 - A. **Mutual Assistance Compact – City of Moscow (Finance/Admin)**
 - B. **Resolution 2020-01, Surplus Cardiac Monitors (Finance/Admin)**
 - C. **Resolution 2020-02, Surplus Fire Equipment (Finance/Admin)**
 - D. **Professional Services Contract – CEDA (Public Works)**
 - E. **Interlocal Cooperation Agreement – Habitat for Humanity (Public Works)**
 - F. **2020 City Safety Program Grant Application – Bridge/2nd/Diagonal (Public Works)**
 - G. **2020 City Safety Program Grant Application – 8th/Elm/Diagonal (Public Works)**
 - H. **Special Event Permit – 2nd Annual Mac McClain Motorcycle Show (Public Works)**
10. **NEW BUSINESS:**
 - A. **Discussion on HVAC Maintenance Bids (Public Works)**
 - B. **Discussion on TSMH Tax Exemption Request (Finance/Admin)**
11. **COUNCIL COMMENTS:**
12. **QUESTIONS FROM THE PRESS:**
13. **EXECUTIVE SESSION: None**
14. **ADJOURN:**

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

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

CLARKSTON CITY COUNCIL MINUTES
February 10, 2020

ROLL CALL: Skate Pierce, Pat Holman, Steven Ebert, Belinda Larsen, Melyssa Andrews, Russ Evans, and John Murray.

STAFF: Chief Hastings, Chief Baskett, PWD Poole, Clerk Austin.

AGENDA CHANGES: Executive Session for 5 min on evaluating complaint on elected official.

APPROVAL OF MINUTES: Minutes of the January 27, 2020 Regular Meeting were approved as distributed.

Announcement of Police Department New Hire (Public Safety) Chief Hastings introduced Patrick Stilson. Officer Stilson transferred from Garfield County Sheriff's Office.

Announcement of Police Officer of the Year (Public Safety) Chief Hastings introduced Anthony Bennett, officer of the year for 2019.

COMMUNICATIONS:

A. From the Public: None

B. From Mayor: Mayor Lawrence advised there was a good attendance at Thursday's open house for the Bridge/2nd/Diagonal intersection options. She reminded everyone about the importance of the 2020 Census. The Mayor spoke on how the Census affects children. She advised that critical funding for schools, head start, classroom technology, and food assistance is determined by the Census. Historically, children under five years old are undercounted which effects health insurance, child care, hospital and early childhood development programs. She advised that more information could be found on the Census website www.2020Census.gov. This is the first year that the Census can be completed online. However, forms will still be sent to homes as well as reminders to participate.

C. From Staff or Employees: None

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee reviewed and approved the bills for payment. Total expenditures for the February 10, 2020 period of \$496,420.36. MOTION BY ANDREWS/HOLMAN to approve the bills as read. Motion Carried

Public Safety: Councilmember Larsen reported on the February 3rd meeting. Chief Hastings announced the Officer of the Year, Anthony Bennett. Chief Hastings and Asotin County Sheriff John Hildebrand attended Lewiston's Police Department awards ceremony to receive a plaque for help the LPD received from our agencies during the shooting event this past summer. We have a new hire for the CPD that will start on Tuesday, February 4, Pat Stilson. While the City is working on rebuilding the website, the Police Department is working on re-branding the department with a new mission, vision and values statement, a 5-year strategic plan and also updated arm patches. CPD is also recruiting for a new evidence technician. Chief Baskett reported that the SCBAs and new monitors have all been tested, everyone has been trained, and all are in use. The department had to also acquire new smart phones to update the technology to use the new equipment. The Fire Department also has a new hire, Firefighter Paramedic Blake Perks who begins service on February 18th. The Department is looking to apply for the AFG

grant to request new radios. Interviews for the new Fire Chief have been progressing well. Hope to have a decision by February 7th. The Chief also reported on House Bill 2462. The Bill was pulled off the floor but may be back at a later date. A sign dedication ceremony was held at the corner of 6th and Chestnut to honor resident Charles "Chuck" Mingus who lost his life to a drunk driver. Mayor Lawrence, Chief Hastings, City Councilor Russ Evans, Public Works Director Kevin Poole, family, friends and many others were on hand to honor Mr. Mingus.

Public Works: Councilmember Pierce reported on the February 4th meeting. The committee discussed the open house held this last Thursday to go over the 2nd/Bridge/Diagonal intersection design. Once the results are received, they will be forwarded to Keller and the City can negotiate the scope and design. The 8th/Elm/Diagonal project needs to have a preferred design forwarded to Keller. Council needs to determine how we want to proceed with this intersection. The committee feels that we should be consistent and have an open house for this project as well. The earliest potential dates would be the week of February 17th. The Committee reviewed the RFP received on the City-owned billboard. There's some ambiguity about the rates and the role the City would have. The committee would like Council to review this. There are a few options that will be presented. As of now, the committee recommends removal of the billboard.

The Committee received an update on the HVAC contract review. All work done on City Hall would have to be paid prevailing wage. It's potentially an expensive contract. We'll see what the bids come out to before making any further decisions. Director Poole is working to finish the Road Safety Plan, so we are eligible to apply for Federal highway safety dollars. The Committee had a discussion regarding City owned dumpsters. City Ordinance dictates that we are able to charge \$25/month rental for dumpsters. That's higher than the market rate. The language could be changed for Budget Year 2021. The cost and program are still being discussed. The City needs to advertise for RFPs for the WWTP Master Plan update. The City needs to adopt a purchasing policy. We were operating under Washington State guidelines, but those changed during the 2019 legislative session. Until we have a policy in place, we are going to advertise for proposals for all consulting projects. CEDA and Habitat for Humanity met with the city to discuss our previous CDBG program, and the possibility of applying for a new CDBG grant. It would cost \$5000 for CEDA to file the grant application. Habitat for Humanity will administer the grant for the City. The City will help consult and inspect the work. The grant would fund a low income, owner occupied, home improvement program.

Outside Organizations: None

UNFINISHED BUSINESS:

A. Discussion on Preference for Bridge/2nd/Diagonal Design (Public Works) PWD Poole introduced Scott Linja from Keller Associates who presented Council with the alternatives for the Bridge/2nd/Diagonal. Linja gave the history of the project and outlined the stakeholder and community input. Councilmember Larsen commented that the roundabout seemed cost effective and what makes sense for the future. Councilmember Andrews advised that she prefers the roundabout as a long-term solution. She advised that if the power goes out, the intersection keeps working, and seems to be a safer alternative. Councilmember Pierce confirmed that the curbing and barriers in the roundabout will be mountable by large vehicles. Linja confirmed that the aprons will have rolled curbs, and the median and dividers will allow for large truck traffic. Councilmember Evans commented that the roundabout provides long-term traffic control for 20 plus years. Councilmember Holman agreed with the long-term advantages. PWD Poole advised

that the intersection currently is rated with a level of service of “B”, if nothing is done by 2040 the level of service would be “D”. He advised that the roundabout would provide a level of service of “A”, and in 2040 would still be a level of service “B”. This indicates that the roundabout option would provide up to a 40 or 60-year service. He advised that the alternatives cost about the same, but the City would not have to redo the intersection again for a long period if a roundabout was selected. Pierce asked if the State had a stance since they are the owners of highway system. PWD Poole advised that the State liked the idea of the signals going away and would be reviewing the design and construction. Councilmember Ebert commented that after traveling through the intersection this past weekend, he would certainly be in favor of the roundabout. Pierce asked if left turns would still be allowed from Riverview. PWD Poole advised that it has not been determined yet. Evans confirmed that the business owners had been consulted. Linja advised that they had received the input from the businesses and also community evaluations. Murray asked about concerns with traffic if the drawbridge is raised. Linja advised that it is hard to plan for every event that may occur. The Council consensus was to proceed with the roundabout.

B. Discussion on Preference for Elm/8th/Diagonal Design (Public Works) Poole explained the alternatives and advised Council that an open house will be held the week of February 17 to get input from the public. A decision will be made after that meeting.

C. Discussion on Billboard RFP (Public Works) PWD Poole advised that only one RFP was received from Lamar Advertising. He advised that Lamar did not offer anything for rent of the billboard, they only offered the City a six-foot by four-foot digital reader board. Although the billboard cannot be electronic, the reader board is allowed. The reader board would be for community approved events and have to be maintained by the City. It would only be single sided, facing east. Public Works committee wanted Council direction on what to do but recommends removing the billboard. Pierce asked if the Chamber of Commerce or some other entity could be in control of the reader board to take the pressure off the City to post updates, otherwise he would not be in favor of the reader board. Evans agreed. Murray commented that the reader board was being offered in lieu of rent, when the idea was to get the rent from the billboard, and there is no way to monetize the reader board. Councilmember expanded on Pierce’s comment that maybe Hell’s Canyon Visitor Bureau and Valley Vision help with the posting of events. Atty Richardson advised that the reason it was allowed would be that the City was the controlling entity, and it WSDOT may not allow the reader board if other entities were in control. Chief Baskett advised that he oversaw installing three reader boards while with the previous fire dept. He said they received a lot of complaints about the timeliness of the messages. Larsen asked what would happen if Council decided not to go with a new billboard. PWD Poole advised that it would be removed and would not be replaced. Council gave the consensus to remove the billboard.

CONSENT AGENDA: None

NEW BUSINESS:

A. Authorization to apply for Assistance to Firefighter Grant (Public Safety). Chief Baskett advised the AFG Grant for radios for \$325,000 with a 5% match. MOTION BY ANDREWS/LARSEN to authorize Fire Chief to apply for grant. Motion Carried

COUNCIL COMMENTS: Councilmember Larsen advised that since February 17 is a holiday, there will be no Public Safety Committee meeting. She advised that she would not be here for the last Council meeting of February. She thanked Chief Baskettt for his time working with the Fire Department.

PRESS QUESTIONS: None

EXECUTIVE SESSION: The Mayor announced an executive session beginning at 7:55pm to discuss a complaint against an elected official. The session is expected to last five minutes. No decision will be made. The Council returned to regular session at 8:00pm.

ADJOURNMENT:
Meeting adjourned at 8:00PM.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 2/10/20	Ck # 69968-70057	\$190,972.95
Payroll 2/5/20	Ck # 69938-69965	\$305,257.41

DRAFT

Public Works Committee Meeting 2/18/2020

Attending: Jason Ewing, John Murray, Skate Pierce, Kevin Poole, Monika Lawrence, Russ Evans and Steve Austin

- 1) Update on the Bridge/2nd/Diagonal intersection. They've done Geotechnical survey and boring recently and have started on the next phase.
- 2) Diagonal/8th/elm open house will be scheduled soon
- 3) Billboard demolition will go out to bid soon.
- 4) We reviewed the contract for the interlocal cooperation agreement with the City and Habitat for Humanity regarding the CBDG grant program. The Critical Home Repair Program. The contract is out for attorney review. Interlocal agreement only comes into effect if grant is awarded.
The plan is work to make this a sustainable, on-going program by bringing in other funding sources.
- 5) We've gone over the bids for the HVAC program. Mike's Heating and Air Conditioning has the apparent low bid. We don't have any money budgeted for this right now. And, there isn't any in the Building Maintenance Fund. We may need to table this until we can figure out funding, or come up with an alternative plan. The Committee recommends that we discuss this in full council before we proceed.
- 6) HSIP update. The Road Safety Plan. This list prioritizes our safety needs for multiple intersections. The plan also breaks down the number of accidents at multiple intersections in our network. We have the opportunity to have these projects 100% funded if we get the money obligated by 2023.
- 7) We've received a special event permit request for the Mac McClain Motorcycle Show. This will be an agenda item.
- 8) WWTP Master Plan is out for RFQ (qualifications) are due March 6th.
- 9) Director Poole is going to attend another Regional Recycling meeting on the 27th of February.
- 10) We reviewed the codes dealing with landlords and tenants. This is a draft of a new city policy using established and adopted codes.

**LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT
BETWEEN CITY OF MOSCOW, IDAHO AND
CITY OF CLARKSTON, WASHINGTON**

THIS LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT BETWEEN CITY OF MOSCOW, IDAHO AND CITY OF CLARKSTON, WASHINGTON (hereinafter "Compact"), is entered into effective the _____ day of _____, 2020 by and between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "MOSCOW") and City of Clarkston, Washington, a municipal corporation of the state of Washington, 829 5th Street, Clarkston, WA 99403 (hereinafter "CLARKSTON") and each of the above entities' respective law enforcement departments, all being political subdivisions, or governmental entities, of or within the State of Idaho and the State of Washington herein each individually referred to as a "Party", and collectively, the "Parties."

WITNESSETH:

WHEREAS, each Party hereto is legally authorized to provide police services in the communities of Moscow, Idaho and Clarkston, Washington, respectively;

WHEREAS, each Party is authorized to enter into this Compact under and pursuant to Idaho Code § 67-2337(2)(4) and the Revised Washington Code (RWC) 10.93.090(2), respectively;

WHEREAS, each Party owns and maintains equipment and employs personnel who are trained to provide police services;

WHEREAS, each Party has sufficient equipment and personnel to enable it to provide such assisting services to the other Party under this Compact;

WHEREAS, the geographical boundaries of each Party under this compact are immediately adjacent to and located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, each Party has determined that the cooperative provision of law enforcement assistance across jurisdictional lines will enhance the ability of each to preserve the safety and welfare of the entire geographic area;

NOW, THEREFORE, subject to the limitations of this Compact and in order to provide the above mutual assistance between MOSCOW and CLARKSTON, it is hereby agreed as follows:

SECTION 1: IMPLEMENTATION, DURATION, AND TERMINATION

This Compact shall not be effective until it is approved by the Mayor and the Police Chief of the MOSCOW and by the Mayor and the Police Chief of CLARKSTON. It shall continue in full force and effect until terminated by either Party. Termination shall be given in written form, signed by the official or public agent having power of control and a copy given to the other Party, and will be effective immediately upon receipt of the written notification of termination.

SECTION 2: PURPOSE OF MUTUAL ASSISTANCE

The purpose of this Compact is to permit the Parties to cooperate to their mutual advantage, utilizing services and equipment to provide mutual assistance to the other Party for duties associated with law enforcement protection and control in the case of an emergency where one of the Parties may need the assistance of the other Party to provide such law enforcement, protection and control. The duty of each Party under this Compact is wholly discretionary, but each Party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All Parties agree that it is not the purpose of the Compact to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each Party acknowledges that it has no right to demand of another Party that it provide any specific assistance under any circumstances.

SECTION 3: REQUEST FOR ASSISTANCE

When an emergency involving the safety or welfare of person or property exists within the jurisdiction of either of the Parties and assistance is needed or desired, the chief law enforcement officer or the highest ranking official of that law enforcement agency who is available at the time the assistance is requested shall notify the other Party of such emergency and the need for law enforcement assistance. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and the personnel requested, and the name of the official who is in charge of the police protection or police control at the place where assistance is requested. Such assistance shall be rendered according to the procedures of the Party requesting assistance until such time as there is a plan developed by the Parties, after which each Party and its employees shall render assistance in accordance to the plan.

SECTION 4: PLANNING

The chief law enforcement officer or their respective designees may develop operational plans for any mutual assistance under this Compact. The plan may indicate the procedures to be followed in responding to a request for assistance.

The chief law enforcement officer or the commanding officers of the Parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual assistance may be needed. This Compact may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under certain circumstances. In addition, the Parties may engage in mutual training sessions to ensure the efficient operation of this Compact.

SECTION 5: RESPONSE TO REQUEST

Only the chief law enforcement officer of a responding participating agency may determine whether or not to respond to a request for emergency law enforcement assistance under this Compact, or in the absence of the chief law enforcement officer, a designee named by title of position held with the responding agency.

Law enforcement personnel responding to a request for emergency assistance shall meet reasonable training or certification standards as required by each state's Certification Standards. If the responding agency agrees to provide mutual assistance, it shall notify the requesting agency of the equipment and personnel which will be engaged in such assistance as well as the time it/they will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance varies after the initial request for assistance is made, the responding agency shall amend the notification so that the requesting agency will know what assistance was intended.

SECTION 6: RESPONSIBILITIES OF PARTIES

- A. Participation of Parties in activities and operations governed by this Compact is voluntary.
- B. Participation of Parties in activities and operations governed by this Compact does not create any employer/employee relationship nor does it create any property rights.
- C. The Parties shall have no authority to enter into contracts or agreements on behalf of the other Party. This Compact does not create a partnership between the agencies.
- D. Direction and control over any investigation or activity covered by this Compact shall be the responsibility of the Party in whose jurisdiction the investigation or activity occurs.
- E. The Parties, during the performance of this Compact, agree to comply with all applicable requirements of Federal and State statutes, rules and regulations.
- F. Parties shall complete reports of investigations and activities on a timely and accurate basis. Records kept in regard to investigations and activities shall be kept by the Party with jurisdiction over the investigation or activity. The release of such documents, if any, shall comport to the legal requirements of the jurisdiction of the Party in custody of such records. No records shall be released without written authorization from the entity in whose jurisdiction the investigation or activity occurred.
- G. Parties shall cooperate with the prosecution of any cases filed as a result of the assistance provided, including receiving out of state subpoena's, meeting with the handling jurisdiction's prosecutor and testifying in Court.
- H. Press releases concerning investigations and activities conducted by Parties under this Compact shall be made by the Party with jurisdiction over the investigation or activity. Prior to the release of any information, the Party with jurisdiction should consult with the other Party.
- I. The Parties and their respective personnel operating under the authority of this Compact shall comply with the provisions of Idaho Code §67-2337, entitled "Extraterritorial Authority of Peace Officers" and RWC 10.93.090, Entitled "Specially Commissioned Peace Officer – Powers of, Circumstances", which gives peace officers reciprocal police powers while performing duties outside of their normally recognized jurisdictional boundaries. Law enforcement officers of the Parties operating under said extension of authority shall comply with all the statutory conditions specified in the Idaho or Washington statute, whichever is applicable. With the exception of investigations or activities initiated in their jurisdiction and those investigations and activities initiated under this or other mutual assistance

compacts, personnel of Parties shall not be assigned duties outside their jurisdiction. Extended duties covered under this Compact outside a jurisdiction shall require approval of the Chief of Police or his or her designee.

- J. Officers of the Parties shall conduct themselves as professional law enforcement officers. Officers shall adhere to their respective policies and procedures concerning personnel matters, conduct, use and care of equipment, and performance of duties. Acts of actual or alleged misconduct shall be reported to the appropriate law enforcement head in accordance with the respective policies and procedures. Investigation, action and/or discipline taken with regard to actual or alleged misconduct, if any, shall be the responsibility of the accused officer's employer.
- K. When the mutual assistance requested is no longer required, the requesting Party shall notify the responding Party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
- L. Each Party is responsible for their own employees' expenses, wages, fringe benefits, worker's compensation, and wear and tear on equipment.
- M. Response Time: As soon as available, may have to decline because of personnel issues.

SECTION 7: STANDARD OF CONDUCT

Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting agency. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine whether there has been any breach of professional standards and to carry out the appropriate discipline, if any. However, the requesting agency may request that a particular officer be removed from a particular situation or from the jurisdiction and the responding agency will honor such a request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers in their respective jurisdictions and there shall be due and usual regard given to the personal safety of the officers and public consistent with needs or circumstances and the law enforcement problem being addressed.

SECTION 8: CROSS-DEPUTIZATION

By each Party's signature to this Compact, the Parties authorize special commissioning to the full extent authorized by Washington and Idaho law. The Parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this Compact to facilitate its intent.

SECTION 9: COMMAND OF EQUIPMENT AND PERSONNEL

The requesting Party shall have on-site command and direction of equipment and personnel provided by the responding Party. The requesting Party shall always keep the responding Party advised as to the person who is exercising command and direction. The requesting Party and the responding Party shall utilize the incident command system (ICS). When requested by the requesting Party or requested by the responding Party, the senior ranking member of the responding Party shall report to the command post or emergency operating center and coordinate with the senior ranking member of the requesting Party.

A requesting Party shall have and exercise general control in directing the responding Party to locations as required, however, the officer in charge or specialized unit commander of the responding Party shall be responsible for exercising control over its personnel in response to the general directions of the requesting Party. Specialized units will maintain their unit integrity and shall be responsible to their own team command. The responding Party's rules and procedures will prevail and the officer in charge or team commander shall retain full authority to assign, deploy and initiate action. The responding Party shall have the authority to refuse, restrict, or terminate its involvement in an operation.

When the mutual assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel are returned to the responding agency. Personnel who participate in mutual aid assistance shall remain the employees of their employer for all purposes, including, but not limited to the payment of wages and their entitlement to the benefits of their employment.

SECTION 10: FINANCING

There shall be no joint financing of activities under this Compact except by written amendment to this Compact regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished by a Party under this Compact. Each Party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual assistance under this Compact for another Party. The Parties shall be individually responsible for all costs associated with providing assistance under this Compact and shall make no claim against other Party for reimbursement of expenses incurred.

SECTION 11: GENERAL PROVISIONS

- A. Assumption of Liability. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. MOSCOW's liability is further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment. The original employing Party shall have and assume complete liability for all of the acts of its personnel and of the operation of its equipment under this Compact in accordance with Idaho Code §67-2337(6).
- B. Rights Not Assignable. Parties shall not assign any rights or duties under this Compact to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.
- C. Interpretation. As a further condition of this Compact, Parties acknowledge that this Compact shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.
- D. Jurisdiction and Venue. It is agreed that this Compact shall be construed under and governed by the laws of the State of Idaho. In event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

E. Binding Authority. The Parties each represent and warrant to the other that this Compact (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding Agreement of such Party enforceable in accordance with its terms.

F. Notice. All communication or notification to be given pursuant to this Compact shall be given to the following:

Notice to Clarkston Police Department:
830 5th St.
Clarkston, WA 99403

Notice to Moscow Police Department:
118 E. 4th St.
Moscow, ID 83843

G. Complete Agreement. This Compact constitutes the entire expression of intent and/or agreement of the Parties and supersedes all prior agreements or understandings, written or oral, with respect thereto.

H. Severability. If any part of this Compact is held unenforceable, the remaining portions of this Compact will nevertheless remain in full force and effect.

I. Document Control. A duplicate original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with the Moscow City Clerk and the Clarkston County Auditor prior to its entry into force.

IN WITNESS WHEREOF, Parties, by and through their respective officials designated below, have caused this Compact to be executed on the date and year first above written.

City of Clarkston:

City of Moscow:

Monika Lawrence, Mayor

Bill Lambert, Mayor

Joel Hastings, Chief of Police

James Fry, Police Chief

ATTEST:

APPROVED AS TO FORM:

Laurie M. Hopkins, City Clerk

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

DRAFT

RESOLUTION NO. 2020-01

**A RESOLUTION DECLARING PHILLIPS CARDIAC MONITORS
SURPLUS AND AUTHORIZING DISPOSAL.**

WHEREAS, RCW 35A.11.010 provides authorization for code cities to obtain and dispose of real and personal property; and

WHEREAS, the City of Clarkston is in possession 4 Phillips Cardiac Monitors that are no longer serviceable:

Monitor 1 serial #US00544641

Monitor 2 serial #US00538841

Monitor 3 serial #US00546781

Monitor 4 serial #US00538842

WHEREAS, the City has been offered \$23,180.00 trade-in value for the 4 units by ZOLL Corporation; and

WHEREAS, the City Council has deemed said property to be surplus and believes the best means of disposal is to transfer them to the ZOLL Corporation for the stated value;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the aforementioned property to be surplus and authorizes the Fire Chief to transfer the listed items to ZOLL Corporation for a total of \$23,180.00 in merchandise trade.

DATED this 24th day of February, 2020

Monica Lawrence, Mayor

Steve Austin, City Clerk

RESOLUTION NO. 2020-02

**A RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS
AND AUTHORIZING DISPOSITION OF SAID PROPERTY.**

WHEREAS, RCW 35A.11.010 provides authorization for code cities to obtain and dispose of real and personal property; and

WHEREAS, RCW 63.32 authorizes the sale, transfer or exchange or destruction of obsolete or damaged property in the possession of the Fire department; and

WHEREAS, the Fire Department is in possession of obsolete or damaged property per the attached listing; and

WHEREAS, the City Council has deemed said property to be surplus and holding no value. Said property listed as surplus with no value should be disposed of in accordance with RCW 63.32;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the aforementioned property to be surplus and authorizes the disposal of said property at the discretion of the Fire Chief.

DATED this 24th day of February, 2020.

Monika Lawrence, Mayor

Steve Austin, City Clerk

SCBA AIR PAKS	Serial #	SCBA BOTTLES	Serial #
MSA Air Paks #8	APZ081758	SCBA Air Bottle	OJ 161840
MSA Air Paks #15	APZ081733	SCBA Air Bottle	OJ 148923
MSA Air Paks #20	APZ082879	SCBA Air Bottle	OJ 149281
MSA Air Paks #1	APZ081729	SCBA Air Bottle	6232-516157
MSA Air Paks #14	APZ082872	SCBA Air Bottle	OJ 146761
MSA Air Paks #10	APZ081730	SCBA Air Bottle	OJ 150451
MSA Air Paks #9	APZ081769	SCBA Air Bottle	6232-516067
MSA Air Paks #11	APZ081771	SCBA Air Bottle	OJ 146803
MSA Air Paks #5	APZ081757	SCBA Air Bottle	OJ 149283
MSA Air Paks #6	APZ081736	SCBA Air Bottle	OJ 162077
MSA Air Paks	APZ082864	SCBA Air Bottle	OJ 162995
MSA Air Paks #17	APZ082865	SCBA Air Bottle	OJ 157492
MSA Air Paks #18	APZ082874	SCBA Air Bottle	OJ 161931
MSA Air Paks #13	APZ082870	SCBA Air Bottle	OJ 148880
MSA Air Paks #7	APZ081772	SCBA Air Bottle	OJ 149443
MSA Air Paks	APZ082878	SCBA Air Bottle	OJ 146792
MSA Air Paks #4	APZ081724	SCBA Air Bottle	OJ 146915
MSA Air Paks #3	APZ081759	SCBA Air Bottle	OJ 146797
MSA Air Paks #2	APZ081766	SCBA Air Bottle	OJ 156347
MSA Air Paks #12	APZ081727	SCBA Air Bottle	OJ 155034
MSA Air Paks #24		SCBA Air Bottle	OJ 156508
MSA Air Paks #23	APZ081726	SCBA Air Bottle	OJ 149297
		SCBA Air Bottle	OJ 150453
		SCBA Air Bottle	OJ 156495
		SCBA Air Bottle	OJ 146799
		SCBA Air Bottle	OJ 148895

DEPARTMENT PHONES	Serial #
Samsung Galaxy S3	SCH-R530X A3LSCH1535
Motorola Cell Phone - flip model	J396QE2647
Motorola Cell Phone - flip model	J396NY2KV2
LG flip phone LG-AN160	304CYHE0000433
LG flip phone LG-AN430	103KPVH0089111

Professional Services Contract
City of Clarkston Housing Rehabilitation Grant Project

This contract is entered into this _____ day of _____, 2020 by and between the City of Clarkston, with its principal address of business at 829 5th St, Clarkston, WA herein referred to as "CITY" and Clearwater Economic Development Association, whose address is 1626 6th Avenue North, Lewiston, ID, herein referred to as "CONTRACTOR", Witnesseth:

Whereas, CITY desires to engage CONTRACTOR to provide certain services as described in the "Scope of Work" section of this contract, and CONTRACTOR desires to provide said services, the parties hereto do mutually agree as follows:

1) Employment of Contractor

CITY agrees to engage CONTRACTOR, and CONTRACTOR agrees to provide the services described in the "Scope of Work" as described in Section 3 below.

2) Employee - Employer Relationship

The contracting parties warrant by their signature that no employee-employer relationship is established between CONTRACTOR and CITY by the terms of this contract. The parties understand that CONTRACTOR is an independent CONTRACTOR and as such neither CONTRACTOR nor its employees, if any, are employees of CITY for purpose of tax retirement system or social security (FICA).

3) Scope of Work

The CONTRACTOR will provide Project Development Services that include the following:

Assist CITY in the following tasks and any other tasks deemed necessary:

1. Planning Meetings No Charge
 - Coordinate/facilitate meetings with project team or other committees
 - Support by phone and email. In person when needed.

2. Grant Writing (CDBG Application) \$5,000
 - Coordinate, facilitate, and attend three (3) project meetings:
 - 1) Organization Meeting (TBD) –with group to structure implementation strategy
 - 2) Budget Meeting (TBD) – with group to review budget status and make updates
 - 3) Final Application Meeting (May) – with group to review status, budget, and final requests
 - Coordinate, facilitate and attend meeting with CITY representative and Washington Dept of Commerce program representative if needed
 - Work with CITY project team and Habitat for Humanity (grant subrecipient) to obtain necessary documents
 - Coordinate and attend required public hearing with City of Clarkston (*publication*)
 - Provide ongoing updates and status to city and Habitat for Humanity
 - Provide technical assistance available to group via phone and email throughout project
 - Prepare and submit block grant (4 copies: Commerce, City, CEDA, Habitat)

4) Schedule of Services & Time of Performance:

Work under this agreement should not begin until both parties have properly executed this contract. CONTRACTOR agrees to work with and under direction of the City of Clarkston to complete tasks associated with the goals of the project. Work under this agreement is for the time period through CDBG Grant Application.

5) Basis of Fee and Billing

Cost of Services – not to exceed \$5,000
CDBG Application Submission: June 3, 2020

Billing:

Upon completion of services.

The CONTRACTOR will submit a request for payment related to this contract, to the CITY at 829 5th St, Clarkston, WA 99403. The payment to CONTRACTOR shall be made within 30 days of the deadline or determined otherwise.

6) Contractor's Insurance

CONTRACTOR warrants that it has obtained and will maintain at its expense for the duration of this contract, statutory worker's compensation coverage, employer's liability and comprehensive liability insurance coverage for its principals and employees for the services to be performed hereunder.

7) Conflict of Interest

CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this contract, it will employ no person who has any such interest.

8) Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in the written contract are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. All of the terms and conditions of this contract are binding upon any subcontractor or assignee.

9) Termination of Contract

This contract shall be terminated if it is determined that CONTRACTOR has failed to comply with the terms and conditions of this contract. In such a case, CONTRACTOR will be served with written notice sufficient to describe in general terms the nature of the contract default. If

all defaults are not cured and corrected within a reasonable period as specified in the notice of default, this contract may be considered terminated without further notice.

10) Ownership and Publication of Materials

All reports, information, data and other materials prepared by CONTRACTOR pursuant to this contract are to be the property of CITY which will retain the exclusive and unrestricted authority to release, publish or otherwise use in whole or part. All such material developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of CITY.

11) Indemnification

CONTRACTOR waives any and all claims and recourse against CITY for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of CITY or its agents or employees. Further CONTRACTOR will indemnify, hold harmless and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of CITY, its officers, agents or employees.

12) Legal Fees

In the event either party incurs legal expenses necessary to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether same are incurred with or without suit.

13) Special Warranty

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by CONTRACTOR shall render this contract null and void.

14) Liaison

The designated contact person for each party is as follows:

CONTRACTOR:	CITY:
Dodd Snodgrass, Development Manager	Kevin Poole, Public Works Director
CEDA	City of Clarkston
1626 6 th Ave North	829 5 th St
Lewiston, ID 83501	Clarkston, WA 99403
(208) 746-0015	(509) 758-5541

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF CLARKSTON AND
L-C VALLEY HABITAT FOR HUMANITY**

THIS INTERLOCAL AGREEMENT is for work to be performed by the L-C Valley Habitat, made and entered into this 29 February, 2020, by and between City of Clarkston, a public agency as such is defined in 39.34.020 RCW, and hereinafter referred to as the "city" and the L-C Valley Habitat for Humanity, hereinafter referred to as "habitat." The **INTERLOCAL AGREEMENT** is entered into pursuant to the provisions of the State of Washington "Interlocal Cooperation Act." L-C Valley Habitat (Subrecipient) for Humanity

WHEREAS, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the city anticipates applying and receiving CDGB award, to fund general purposes. The funding would be administrated by habitat and used for a Critical Home Repair Program, a low-income, owner occupied, home improvement program for residents of the city, for approximately 24 homes, over the next two years; and

WHEREAS, it benefits the city to engage habitat to accomplish the Scope of Work and the objectives of the local CDBG project;

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year first written above.

CITY OF CLARKSTON

_____ Date _____
Monica Lawrence, Mayor
City of Clarkston

_____ Date _____
Kevin Poole, Public Works Director
City of Clarkston

APPROVED AS TO FROM:

_____ Date _____
Todd Richardson, City Attorney
City of Clarkston

L-C VALLEY HABITAT FOR HUMANITY

_____ Date _____
Deborah J. Snyder, Executive Director
City of Clarkston

ATTEST:

_____ Date _____
Steve Austin, Clerk
City of Clarkston

2020 City Safety Program Application for Funding



Washington State
Department of Transportation

Local Programs

Part 1: Agency Information

List the contact information for questions about the project(s) in this application:

- Agency name: City of Clarkston
- Contact name: Kevin Poole, P.E.
- Title: Public Works Director
- Phone: 509-758-1662
- Email: clarkstonpwd@clarkston-wa.com

List the city's regional or metropolitan planning organization name:

WSDOT Region where the city is located: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

Northwest Olympic Southwest North Central South Central Eastern

Part 2: Project Information

Notes:

1. Provide all of the following information for every project within the priority list described below. Use the formats shown below.
2. The information below must be determined assuming the project will be constructed by design-bid-build or design-build and not by the agency's forces.
3. Include vicinity map(s) showing the location of all improvements/countermeasures.
4. For infrastructure improvements/countermeasures, include a conceptual plan and cross section showing the existing and final configurations.
5. The information below must match what is in the city's local road safety plan. Include the local road safety plan with this application.
6. Include a detailed cost estimate for each phase (preliminary engineering, right of way, and construction).

Project Title: Provide a title for every project within the priority list described below.

Districts the project falls within: See <http://app.leg.wa.gov/districtfinder/> for more information on the following.

- State legislative district #(s):
- Congressional district #(s):

Description of Work: List each improvement/countermeasure separately for every project within the priority list found in the local road safety plan. Note if the project is a Spot Location or Systemic project. List projects in order from highest to lowest priority.

Project 1 (Systemic) Diagonal Street Network – Intersection Safety Improvement/Accident Reduction

1. Bridge St./Diagonal St./2nd St. Intersection – STPUS-9902(036)

The MPO has awarded Regional STP funds for this project. The project FA # is STPUS-9902(036). This project is currently under design and is in the concept development phase. The three concepts under consideration are do nothing, upgrade existing signalized Intersection, or a channelized roundabout. The preferred concept alternative selected is a channelized roundabout. Due to the existing high accident rate with the current signalized intersection, the channelized roundabout alternative will drastically reduce the conflict points and accident rate at this intersection. This alternative will also provide for additional pedestrian safety in crossing Bridge St., Diagonal St., and 2nd St. This alternative will take additional design time and additional construction costs to complete the project. The current total project costs per the WSDOT prospectus is \$1,669,300.00. The revised construction costs are estimated to be \$2,200,000. This is a \$904,560.00 shortfall in funding that Clarkston is needing to finish design in 2021 and start construction on the project in 2022.

Project Schedule (Estimated milestones): Copy this table for each project.

Project added to the Statewide Transportation Improvement Program (STIP)	1/2019
Project agreement signed with WSDOT Local Programs	5/2019
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	5/2019
Community/stakeholder engagement complete	2/2020
Environmental documents (required for every project) approved by WSDOT Local Programs	12/2020
Begin right-of-way (RW phase authorized by FHWA through WSDOT Local Programs)	6/2020.
Right-of-way completed (certification by FHWA through WSDOT Local Programs)	6/2021
Contract advertised	2/2022.
Contract awarded	4/2022.
Construction complete	4/2023

Project Cost, Match Amount, and Requested Funding¹: Copy this table for each project.

Phase	Cost of entire phase	Match amount ²	Amount requested from this program
Preliminary Engineering (PE)	\$247,890	\$24,789	\$61,060
Right-of-Way (RW)	\$135,500	\$13,500	\$0
Construction (includes construction administration) (CN)	\$1,816,610	\$0	\$843,500
Total	\$2,200,000	\$31,230	\$904,560
Source(s) of matching funds ² : Transportation Benefit District reserves			

1. Round all numbers to the nearest \$100.
2. This program requires a 10% match for both the PE and RW phases. Show a 10% match for each phase. Only show a 10% match for the CN phase if the city does not expect to get construction authorization from FHWA through WSDOT by April 30, 2023. If the city plans to meet this date, show \$0 in the table for the match. Federal funds cannot be used for the match.

Provide all of the following information for every project within the priority list found in the local road safety plan.

1. **Limits of work:** Beginning: US 12 MP 433.74 Ending: US 12 MP 434.10
2. **Project in adopted plan?:** If this project is in an adopted plan (transportation plan, ADA transition plan, etc.), list the plan name and date adopted: Asotin County – Clarkston Transportation Plan – June 2019, LCVMPPO Long Range Transportation Plan – September 2013, 2020 Clarkston Road Safety Plan – February 2020
3. **Has this project had community/stakeholder engagement?** Yes No
4. **Coordination with other jurisdictions:** If any roadways in this application are owned or managed by another jurisdiction, such as a county, Indian tribe, federal agency, or WSDOT, list the roadways here:
WSDOT - US 12 (Bridge St.) and SR 129 (Diagonal St.)

Include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office identified above. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to start this process.

5. **Current Project Information:** Is this a current project? No. Yes. If yes, answer the following questions.
 - a. **Existing Project Number (if assigned – otherwise state “Not yet assigned”):** STPUS-9902(036)
 - b. **Explain the project status and why your jurisdiction is applying for additional funds:** Construction costs exceed original project estimate. Original cost estimate done in 2016. The cost of the preferred alternative, channelized roundabout, has increased in construction cost since that estimate and federal funding obligation was committed.
 - c. **Explain if the project description, schedule, or budget has changed and if so, how and why:** Budget changed due to the increased costs in construction.
 - d. **Does the project have current federal funding?** No. Yes. Identify the funding program **STP Funds** (Highway Safety Improvement Program, Surface Transportation Block Grant Program, etc.). Federal funds cannot be used for the match.

Crash data for Spot Location projects: List the fatal and serious injury crashes this project has the potential to address. The project must address one or more fatal and/or serious crashes from 2014-2018.

2020 City Safety Program Application for Funding



Washington State
Department of Transportation

Local Programs

Part 1: Agency Information

List the contact information for questions about the project(s) in this application:

- Agency name: City of Clarkston
- Contact name: Kevin Poole, P.E.
- Title: Public Works Director
- Phone: 509-758-1662
- Email: clarkstonpwd@clarkston-wa.com

List the city's regional or metropolitan planning organization name:

WSDOT Region where the city is located: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

Northwest Olympic Southwest North Central South Central Eastern

Part 2: Project Information

Notes:

1. Provide all of the following information for every project within the priority list described below. Use the formats shown below.
2. The information below must be determined assuming the project will be constructed by design-bid-build or design-build and not by the agency's forces.
3. Include vicinity map(s) showing the location of all improvements/countermeasures.
4. For infrastructure improvements/countermeasures, include a conceptual plan and cross section showing the existing and final configurations.
5. The information below must match what is in the city's local road safety plan. Include the local road safety plan with this application.
6. Include a detailed cost estimate for each phase (preliminary engineering, right of way, and construction).

Project Title: Provide a title for every project within the priority list described below.

Districts the project falls within: See <http://app.leg.wa.gov/districtfinder/> for more information on the following.

- State legislative district #(s):
- Congressional district #(s):

Description of Work: List each improvement/countermeasure separately for every project within the priority list found in the local road safety plan. Note if the project is a Spot Location or Systemic project. List projects in order from highest to lowest priority.

Project 2 (Systemic) Diagonal Street Network – Intersection Safety Improvement/Accident Reduction

1. 8th St./Elm St./Diagonal St. Intersection –

This project is currently under design and is in the concept development phase. The four concepts under consideration are do nothing, upgrade to a signalized Intersection, install a 6-way stop controlled intersection, or a modified (peanut) roundabout. The preferred concept alternative selected is a modified (peanut) roundabout. The signalized intersection was rejected since the intersection does not meet the signal warrant conditions. The 6-way stop controlled intersection would likely not reduce accidents since the existing stop signs are being ignored. The preferred alternative is the modified (peanut) roundabout. This design reduces conflict points in the intersection and also reduces travel speeds through the intersection. The roundabout would also increase pedestrian safety in crossing Elm St., Diagonal St., and 8th St.

Project Schedule (Estimated milestones): Copy this table for each project.

Project added to the Statewide Transportation Improvement Program (STIP)	5/2020
Project agreement signed with WSDOT Local Programs	2/2021
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	10/2019
Community/stakeholder engagement complete	4/2021
Environmental documents (required for every project) approved by WSDOT Local Programs	1/2021
Begin right-of-way (RW phase authorized by FHWA through WSDOT Local Programs)	3/2021
Right-of-way completed (certification by FHWA through WSDOT Local Programs)	6/2021
Contract advertised	10/2021
Contract awarded	12/2021
Construction complete	11/2022

Project Cost, Match Amount, and Requested Funding¹: Copy this table for each project.

Phase	Cost of entire phase	Match amount ²	Amount requested from this program
Preliminary Engineering (PE)	\$71,900	\$71,900	\$0
Right-of-Way (RW)	\$8,000	\$800	\$7,200
Construction (includes construction administration) (CN)	\$750,100	\$0	\$750,100
Total	\$830,000	\$72,700	\$752,300
Source(s) of matching funds ² : Transportation Benefit District reserves			

1. Round all numbers to the nearest \$100.
2. This program requires a 10% match for both the PE and RW phases. Show a 10% match for each phase. Only show a 10% match for the CN phase if the city does not expect to get construction authorization from FHWA through WSDOT by April 30, 2023. If the city plans to meet this date, show \$0 in the table for the match. Federal funds cannot be used for the match.

Provide all of the following information for every project within the priority list found in the local road safety plan.

1. **Limits of work:** Beginning: 7th St. and Diagonal St. Ending: 9th St. and Diagonal St.
2. **Project in adopted plan?:** If this project is in an adopted plan (transportation plan, ADA transition plan, etc.), list the plan name and date adopted: Asotin County – Clarkston Transportation Plan – June 2019, LCVMP Long Range Transportation Plan – September 2013, 2020 Clarkston Road Safety Plan – February 2020
3. **Has this project had community/stakeholder engagement?** Yes No
4. **Coordination with other jurisdictions:** If any roadways in this application are owned or managed by another jurisdiction, such as a county, Indian tribe, federal agency, or WSDOT, list the roadways here:
None

Include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office identified above. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to start this process.

5. **Current Project Information:** Is this a current project? No. Yes. If yes, answer the following questions.
 - a. **Existing Project Number (if assigned – otherwise state “Not yet assigned”):** Not Yet Assigned
 - b. **Explain the project status and why your jurisdiction is applying for additional funds:** This intersection is the #2 safety priority in the Transportation Plan. The city has paid for design in the hopes to have a “shovel ready” safety project that would qualify for federal safety grant funding.
 - c. **Explain if the project description, schedule, or budget has changed and if so, how and why:** Design is on schedule and construction could be completed by 11/2022.
 - d. **Does the project have current federal funding?** No. Yes. Identify the funding program **HSIP Grant application submitted for HSIP funds.**(Highway Safety Improvement Program, Surface Transportation Block Grant Program, etc.). Federal funds cannot be used for the match.

Crash data for Spot Location projects: List the fatal and serious injury crashes this project has the potential to address. The project must address one or more fatal and/or serious crashes from 2014-2018.

SPECIAL EVENT PERMIT
Use of City-Owned Property

Name of Organization: _____
Name of Event: 2nd Annual Max Mc Cain Motorcycle Show
Date of Event: Month JUNE Date 20 Year 2020
Time of Event: From 8 AM To 4 PM
Location of Event: VERNON PARK
Nature of Event: MOTORCYCLE SHOW
Estimated Attendance: 50-100 Estimated Age of Attendees: 8-80

Will rights-of-way be used? Yes No _____

If yes, explain details on back of permit.

Bike show inside Vernon Park

Insurance certificate naming the City of Clarkston as an additional insured must be attached to this permit.

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

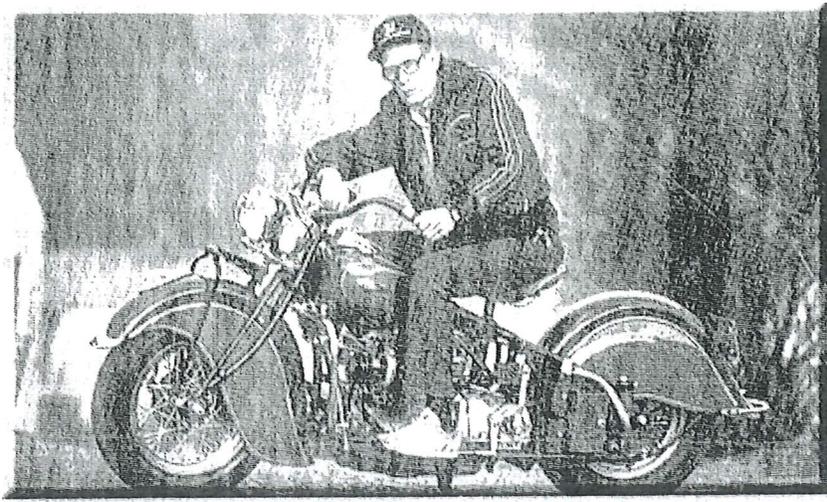
Permittee agrees to protect and hold harmless the City of Clarkston and its agents from all claims, actions, or damages that may occur to or be suffered by a person or property resulting from any act or omission of the Permittee or its agent while on City property, except for those caused by the sole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

Name: PAT SAMSEL Title: ORGANIZER
Address: 902 WARNER AVE. Phone: 208-743-1913
City: LEWISTON State: IDAHO Zip: 83501
Signature: Pat Samsel Date: 2/10/2020

For Departmental Use Only

Departmental Clearance:

Admin: JA Police: GA Fire: AB
Parks: SB Public Works: SB



2nd Annual Mac McClain

Memorial Motorcycle Show

Date: *June 20, 2020 in Clarkston, WA*

Place: *Vernon Park, corner of 6th and Chestnut*

Sign In: 8-10AM, **Show starts:** 10AM-2PM

**Free of charge to all viewers and those wanting to exhibit
their antique and classic Motorcycles of 25 years and older.**

Awards presented in each class:

Antique (50+ yrs.) Classic (25-50 yrs.) People's Choice Award

For more information call: 208-743-1913

BID TABULATION
2/14/2020

2020 CLARKSTON CITY HALL HVAC INSPECTION				Up The Creek		Guardian		Mike's	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
HVAC INSPECTION ITEMS									
1	QUARTERLY HVAC INSPECTION	4	EA	\$1,200.00	\$4,800.00	\$339.66	\$1,358.64	\$341.00	\$1,364.00
2	SEMI-ANNUAL FILTER REPLACEMENT	2	EA	\$150.00	\$300.00	\$60.30	\$120.60	\$0.00	\$0.00
3	SALES TAX	1	L.S.		\$402.90		\$116.86		\$107.76
TOTAL ANNUAL HVAC INSPECTION					\$5,502.90		\$1,596.10		\$1,471.76
	Markup on repair labor			40	%	2	%	60	%
	Markup on equipment			50	%	1.4375	%	20	%
	Markup on parts and materials			40	%	1.4375	%	20	%
	Provide list of hourly labor rates			XX	check if provided	XX	check if provided	XX	check if provided
	Provide list of hourly equipment rates.			XX	check if provided	XX	check if provided	XX	check if provided
	Addendum(s) Acknowledged			1,2	check if provided	1,2	check if provided	1,2	check if provided

Steve Austin

From: Jenny Rynearson <jrynearson@co.asotin.wa.us>
Sent: Thursday, February 13, 2020 2:02 PM
To: Brian Shinn; James Jeffords; Chris Seubert; Chris Kemp; clarkstoncity@cableone.net; Rimmelspacher, Wendy (Wendy@csdk12.org); Knowlton, Thaynan; jashby@aclib.org; Wanda Keefer (wanda@portofclarkston.com); vinelandcemetery@gmail.com; Holly Steiner
Cc: joe.schmick@leg.wa.gov; mary.dye@leg.wa.gov; Smith, Linda (DOR) (LindaSm@DOR.WA.GOV); rasr@dor.wa.gov; Teresa Gall (TGall@TSMH.org); Donald J Wee; rasr@dor.wa.gov; Smith, Linda (DOR) (LindaSm@DOR.WA.GOV)
Subject: Tri-State Hospital

Good Morning – As some of you are aware, Tri-State Hospital has applied for tax exempt status with the Washington Department of Revenue. In past years, only a portion of the hospital campus has been tax exempt. The largest portion of the exemption was the main hospital building and the radiology facility. If the tax exemption on the balance of the campus is approved, it will create a shortfall in the 2020 tax collection in your taxing district. Because 2020 levies and budgets have been set and certified they cannot now be adjusted to compensate for this tax shift in 2020. We will be holding a Town Hall Meeting on Tuesday, February 18, 2020 at 10:00 a.m. in the Commissioners Chambers located in the Asotin County Annex to discuss the potential impacts for each district for 2020 and the future impacts in 2021 for any refund that may be awarded for tax years 2019, 2018 and 2017.

I had an opportunity to speak with Theresa Gall of Tri-State Hospital today and she has advised that Tri-State has cancelled their application for exemption of Evergreen Estates. Therefore, the figures below do not include the Evergreen exemption.

Below I have outlined the impacts of the 2020 tax collection shortfall for each individual district if approved:

Asotin County Aquatic Center:	-\$3,990.41
Asotin County Current Expense:	-\$23,410.2
Veterans Relief Fund:	-\$146.71
Mental Health Fund:	-\$326.04
Port District:	-\$2,704.94
Library District:	-\$6,362.35
Vineland Cemetery District:	-\$1,311.10
Clarkston School District Enrichment Levy:	-\$23,146.19
State School Part 1:	-\$26,144.00
State School Part 2:	-\$14,063.70
City of Clarkston:	-\$27,136.88
City of Clarkston EMS:	<u>-\$18,093.50</u>
	-\$146,836.02

If retroactive exemptions are awarded by the Washington Department of Revenue, refund levies will be need to set for 2021 in each taxing district to create the funding to pay back Tri-State for the taxes they paid in 2017, 2018 and 2019. The three year refund levy totals are as follows:

Asotin County Aquatic Center:	\$10,108.58
Asotin County Current Expense:	\$71,802.16
Veterans Relief Fund:	\$436.03
Mental Health Fund:	\$976.24
Port District:	\$8,226.76
Library District:	\$19,217.73
Clarkston School District Enrichment:	\$113,650.75
State School Part 1:	\$78,769.91
State School Part 2:	\$23,179.58
City of Clarkston:	\$87,826.43
City of Clarkston EMS:	<u>\$55,092.73</u>
	\$469,286.90

I look forward to meeting with everyone next Tuesday so we can discuss how everyone will want to proceed and to answer any questions that you might have regarding the exemption and levy process.

JENNY L. RYNEARSON
ASOTIN COUNTY ASSESSOR
POST OFFICE BOX 129
ASOTIN, WASHINGTON 99402
TELEPHONE: 509-243-2016 EXT #1560

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act.



Asotin County Assessor's Office

Assessor Jenny L. Rynearson

P.O. Box 129

Asotin, Washington 99402

Phone (509) 243-2016

Tri-State Hospital – Exemption Impact by District

To estimate the impacts of a refund of the taxes paid by Tri-State Hospital in 2017, 2018 and 2019, the 2019 assessed value of each individual taxing district less the proposed exemption value was utilized to arrive at an adjusted district value. This adjusted district value was used to calculate an estimated levy rate each district will require in 2021 to fund the refund. The district values for 2020 will not be set until the end of 2020 so the district values utilized are for estimation purposes only.

State School #1:

2019 Adjusted District Value:	\$1,815,449,437
Refund Total:	\$78,769.91
2020 Levy Rate:	\$2.00462/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.04338/\$1,000 AV

State School #2:

2019 Adjusted District Value:	\$1,755,651,946
Refund Total:	\$23,179.58
2020 Levy Rate:	\$1.07835/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.01320/\$1,000 AV

Clarkston School District:

2019 Adjusted District Value:	\$1,435,508,102
Refund Total:	\$113,650.75
2020 Levy Rate:	\$1.77476/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.07917/\$1,000 AV

City of Clarkston:

2019 Adjusted District Value:	\$494,491,653
Refund Total:	\$87,826.43
2020 Levy Rate:	\$2.08076/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.17760/\$1,000 AV

Clarkston EMS:

2019 Adjusted District Value:	\$481,260,124
Refund Total:	\$55,092.73
2020 Levy Rate:	\$1.38734/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.11447/\$1,000 AV

Library:

2019 Adjusted District Value:	\$1,818,165,706
Refund Total:	\$19,217.73
2020 Levy Rate:	\$0.48784/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.01056/\$1,000 AV

Port:

2019 Adjusted District Value:	\$1,818,165,706
Refund Total:	\$8,226.76
2020 Levy Rate:	\$0.20740/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.00452/\$1,000 AV

County Current Expense:

2019 Adjusted District Value:	\$1,818,165,706
Refund Total:	\$71,802.16
2020 Levy Rate:	\$1.46735/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.03949/\$1,000 AV

Aquatic Center Bond:

2019 Adjusted District Value:	\$1,758,368,216
Refund Total:	\$10,108.58
2020 Levy Rate:	\$0.30597/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.02837/\$1,000 AV

Veteran's Relief Fund:

2019 Adjusted District Value:	\$1,818,165,706
Refund Total:	\$436.03
2020 Levy Rate:	\$0.01125/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.00023/\$1,000 AV

Mental Health Fund:

2019 Adjusted District Value:	\$1,818,165,706
Refund Total:	\$976.24
2020 Levy Rate:	\$0.02500/\$1,000 AV
2021 Estimated Correction Levy Rate:	\$0.00053/\$1,000 AV

2021 Estimated Total Correction Levy Rate

To Tax Code Area 21:	\$0.51152/\$1,000 AV
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2020 Levy Rate Tax Code Area 21:	\$11.25886/\$1,000 AV
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