

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, APRIL 8, 2019**

1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES: March 25, 2019 Regular Meeting**

5. **PUBLIC HEARING: Alley Vacation – CANCELLED. Tentatively Rescheduled: May 13, 2019**

6. **COMMUNICATIONS:**
 - A. **From the Public:**
 - B. **From the Mayor:**
 - C. **From Staff or Employees:**
 - D. **Presentation by Asotin County Jail Committee: Commissioner Jim Jeffords**

7. **COMMITTEE REPORTS:**
 - A. **Finance/Admin – Audit Report on Current Bills – April 8**
 - B. **Public Safety – April 2**
 - C. **Public Works – April 2**
 - D. **Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

8. **UNFINISHED BUSINESS:**
 - A. **Ordinance 1615, Amending CMC 14.06.070 Stormwater Rates, 1st Reading (Finance/Admin)**

9. **CONSENT AGENDA:**
 - A. **Resolution 2019-04, Setting Date for Alley Vacation Hearing (Finance/Admin)**
 - B. **Authorization of Bid Proposal – K&G Construction (Public Works)**
 - C. **Authorization of Letter of Understanding for Project Administration (Public Works)**
 - D. **Authorization of Professional Hearings Examiner Services Agreement (Public Works)**

10. **NEW BUSINESS:**
 - A. **Professional Services Contract – CEDA CDBG Grant Application (Public Works)**

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.

Public Safety Meeting 4/2/19 4pm

Attendance: Chief Steve Cooper, Chief Joel Hastings, Councilman Pat Holman, Councilman Russ Evans, Mayor Monica Lawrence

Chief Cooper: Shared that all mutual aid fire departments completed some big training together

Chief is happy that the departments are back to working together and getting everyone on the same page.

Chief also shared that April will be Clarkston Fire Departments' turn to host training.

Training will be on hands-on ventilation, and forceable-entry training on April 11, 2019.

The Valley Mutual Aid Fire Departments are updating the Red Flag Task Force.

Chief Cooper asked for the okay to move forward on some changes to our open burning ordinance mostly in the topic of outdoor fire places and footage from structures.

Chief Cooper also shared that in the months of April and May, fire department will be filling out a Time Use Study while at work, and we should have numbers from this in the month of June.

Mayor Lawrence that the Time Use Study was a suggestion of the State Auditors and is also been started at City Hall.

Chief Hastings: Shared that Colby Martin has passed his FAA testing for piloting the police department drone so we are up and ready to move forward.

Chief Hastings: Said he would like to see the drone used not only by the police department, but to include the fire department and public works when needed.

Clarkston Police Department has updated their body camera server and shortly after the purchase received a \$6,000 donation by an anonymous donor.

Chief Hastings shared that the department needs to update their re-direction software and will partner with Nez Perce County and Asotin County with the left over, from the donation, the cost for this should be covered.

Clarkston Police Department recently went through fire arms training, which they do twice a year.

Chief Hastings wanted to thank Jason Ewing as he volunteered his time to do a fire arms class at Diamond Back Shooting Range for Clarkston officers. Also wanted to thank Jim Babino for the great job he did in teaching a first aid class for the Clarkston Police Department.

Chief Cooper shared that he would pass the information on to Jim Babino.

PWC Notes 4-2-19

Attending: Dodd Snodgrass, Director Poole, Jason Ewing and Skate Pierce

- 1) Discussion on City housing stock and improving the condition of our properties. According to the results from our last survey, the demand for improved properties was a high priority from residents of Clarkston. We discussed a CDBG housing rehab program. The grant has a value of \$500,000. A portion of that grant money is available for administrative costs. Mr. Snodgrass is willing to do the grant application through CEDA. This will be an ongoing program that will require the hiring of, at least, one staff. This is for structural improvement, and if there's enough left over on certain projects, it can be used to install sidewalk, curb and gutter. Grant application is due by June 5th. We will know by the end of September if we've been awarded to money to run this program.
- 2) Further discussion on the Bridge, Diagonal, 2nd St intersection. We've received the Letter of Understanding from Bill Preston to administer the Federal Grant.
- 3) We need to approve a new contract for Ken Nagy our Hearing Examiner.
- 4) Discussion of the alley vacation on the 700 block of 5th St. Director Poole will have the ordinance ready for the April 8th meeting.
- 5) We need to approve a contract with K&G Construction for repair of city hall.
- 6) Update on the meeting with HVAC mechanical contractors over the Emergency Building Permit program. The program is working well. Permits are being closed, inspections are being completed and payments are being received much better than before.
- 7) Mr. Ewing gave us an update on building permits, the value of permits over the last 6 years, and issues with zoning being overly restrictive in certain sections of town.
- 8) We went over the Asotin County/Clarkston Transportation Plan. This listed all potential projects on roadways, sidewalks and studies on potential projects. Dollar amounts are listed, as well as the sources for funding.
- 9) We need council approval on the special permit for the Mac McClean Memorial Bike show in downtown Clarkston.

ORDINANCE NO. 1615

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.06.070, WHICH ESTABLISHES RATES FOR STORM AND SURFACE WATER COLLECTION AND DISPOSAL

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

SECTION 1.0

Clarkston Municipal Code Chapter 14.06 is hereby amended as follows:

14.06.070 Rates –Storm and surface water.

Storm and surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a non-residential parcel. The ERU is determined by using the current best available method, for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the Public Works director shall determine the amount of impervious surface area on each nonresidential parcel. The city’s standard ERU amount is 3,700 square feet of impervious surface area. The specific ERU calculation for each non-residential parcel will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Classification	Monthly Rate
Residential	\$4.00 5.00 per parcel
Duplex, Triplex, Four-plex	\$1.75 2.50 x number of residential units
Non-residential	\$4.00 5.00 per ERU

SECTION 2.0

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

DATED this 29th day of April, 2019.

Monika Lawrence, Mayor

Authenticated:

Steve Austin, City Clerk

RESOLUTION NO. 2019-04

A RESOLUTION OF THE CITY OF CLARKSTON TO SET A HEARING DATE FOR VACATION OF A PORTION OF ALLEY IN BLOCKS 18 AND 19.

WHEREAS, a petition has been filed with the Clerk of the City of Clarkston requesting the vacation of the 700 block alley between Sixth Street and Seventh Street in Blocks 18 and 19; and

WHEREAS, said petition was signed by the owners of more than two-thirds of the property abutting on said alley to be vacated; and

WHEREAS, it is necessary to fix a time for the hearing on the petition to vacate, which shall be more than twenty (20) days but less than sixty (60) days from the date of filing the petition;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clarkston as follows:

That a hearing on said petition for vacation be set for May 13, 2019 at 7:00 p.m. at the Clarkston City Council Chambers, 829 5th Street, Clarkston, WA.

2. That the City Clerk give twenty (20) days notice of pendency of said petition and hearing by a written notice posted in three public places in the city and a like notice in a conspicuous place on the street to be vacated.

ADOPTED this 8th day of April 2019.

Monika Lawrence, Mayor

Steve Austin, City Clerk

April 3, 2019



625 D Street
Lewiston, Idaho 83501
Phone 208-553-4440

IDAHO # RCE-17115
WA # KGCONGC946L9
Duns # 829531784
EIN # 20-4954151
Idaho Public Works 002442-A-3

Bid Proposal Revised

Customer: Clarkston City Hall
Job Location: 829 5th Street, Clarkston, WA 99403
Job Scope: Wall Repair & EFIS Repair

- **Wall Repair (Secondary Damage)**
 - Remove & Replace Drywall
 - Install Simpson A23 Each Side of Stud
 - Interior Paint to Match Existing Approx. 30SF

Sub Total: \$648.00

 - **Repair & Paint (Initial Damage)**
 - 2nd Panel of EFIS
 - Repair Hole & Paint

Sub Total: \$387.00
- Grand Total: \$1,035.00**

Continued See Next Page

• **NOT INCLUDED:**

- Mechanical
- Electrical
- Plumbing
- Inspections
- Special Inspections
- Temporary Power
- Temporary Facilities

If concealed or unknown physical conditions are encountered at the site that differ material from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum shall be subject to equitable adjustment. The above specified project is to be completed in conformance with all specifications and conditions relating to this agreement. All work to be completed in a manner according to standard practice. Any alteration or deviations from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over an above the estimate. Bid expires after 30 days.

Any Invoice not paid in full after 10 days will be subject to 1.5% interest per month. If payment is not received after 30 days the contractor may seek legal action. Any attorney fees acquired will be paid by the losing party this includes all lost time, job costs, court, and filing fees.

K&G Rep. Signature: _____ Date: _____

Owner's Rep. Signature: _____ Date: _____

eadams@kandgconstructionllc.com

We Are a Drug Free Company

Thank you for your business!

March 22, 2019

City of Clarkston
829 5th Street
Clarkston, WA 99403-2633

Federal Aid Project:
Bridge St / Diagonal St / 2nd Street Intersection Improvement

Letter of Understanding for Project Administration

Attn.: Mr. Kevin Poole
Public Works Director

Dear Sir:

Washington State Department of Transportation Local Programs (Local Programs) is to define, for projects utilizing Federal funding, the responsibilities for grant administration, consultant selection, consultant agreements, development of plans, specifications, and estimate, environmental documents, acquisition of Right-of-Way, advertisement, award and execution of contract, and construction administration including but not limited to inspection, change orders and final project documentation.

The City of Clarkston, operating under an extension of Local Programs Certification Acceptance (CA), shall administer all associated projects entirely in accordance with the Local Agency Guidelines (LAG), this Letter of Understanding (LOU) and direction as provided by the Local Programs Engineer (LPE). Failure to comply with the LAG, this LOU or the direction of the LPE may result in loss of Federal funds.

1) The STATE and the City of Clarkston have designated CA managers as shown below:

STATE
WA State Department of Transportation
Bill Preston, Local Programs Engineer
2809 Rudkin Road
Union Gap, WA 98903
(509) 577-1780
FAX (509) 577-1784

CITY
City of Clarkston
Kevin Poole, Public Works Director
829 5th Street
Clarkston, WA 99403-2633
(509) 758-1662
FAX (509) 769-6018

All formal submittals outlined herein, either from the STATE or the CITY OF CLARKSTON, will be sent through the designated CA Manager.

- 2) The City of Clarkston shall obtain approval from the LPE in the solicitation and selection of a Consulting Engineering firm for Preliminary Engineering, Right-of-Way and Construction Engineering services. In addition, the City of Clarkston shall obtain the approval from the LPE prior to signing the Consulting Engineering Agreement (see LAG chapter 31).
- 3) Contract plans, specifications and cost estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, and adopted design standards (see LAG chapter 44). The LPE will review the PS&E to ensure compliance with the LAG.
- 4) Any deviations to design standards must be stamped by a Professional Engineer licensed in the State of Washington. The City of Clarkston shall submit the design deviation to the LPE for further processing and approval.
- 5) The City of Clarkston shall be responsible for all required environmental documentation (SEPA and NEPA) and shall submit all required NEPA documentation to the LPE for further processing and approval. (see LAG chapter 24). The City of Clarkston shall be responsible for obtaining all required permits and approvals.
- 6) No Right-of-Way (R/W) action shall proceed until the City of Clarkston contacts the Local Agency Right-of-Way Coordinator. The City of Clarkston shall follow current Right-of-Way Procedures as described in the LAG (see LAG chapter 25). The LPE shall be advised of all pre-R/W meetings. All acquisitions of R/W such as construction easements, donations, permits, etc. shall be certified by the City of Clarkston and the STATE prior to the authorization of construction funding.
- 7) The City of Clarkston shall forward the proposed advertisement for bids to the LPE for approval. Upon approval, the City of Clarkston may begin advertisement for bids (see LAG chapter 46). The City of Clarkston shall keep the LPE advised on any pre-award issues affecting the quality and timing of the contract. Any required addenda to the contract documents shall be approved by the LPE.
- 8) The City of Clarkston shall notify the LPE of the Bid Opening date and time. The City of Clarkston shall transmit to the LPE, the Engineer's Estimate and Bid Tabulations along with the complete Bid Packages of the apparent three (3) lowest bidders. Upon approval by the LPE, the City of Clarkston may Award the Contract to the lowest responsive bidder (see LAG chapter 46).
- 9) Upon the City of Clarkston's execution of the contract for construction, The City of Clarkston shall administer and inspect the Project in accordance with the contract documents, WSDOT Standard Specifications for Road Bridge and Municipal Construction, the WSDOT Construction Manual, and all applicable State and Federal laws (see LAG chapter 52).

- 10) Changes to the contract will be documented by change order as defined in the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction Section 1-04.4. The City of Clarkston Project Manager shall initiate, negotiate, and document all change orders. Prior to obtaining the contractor signature, the City of Clarkston Project Manager shall provide a copy of all change orders to the LPE for review. All signed Change Orders shall be sent to the LPE or the LPE's representative for final approval.
- 11) The City of Clarkston shall request the LPE to inspect the project prior to providing the final "punch list" to the Contractor (see LAG chapter 53).

Signature below constitutes concurrence with this Letter of Understanding.

CITY OF CLARKSTON

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Kevin Poole
Public Works Director

By: _____
Bill Preston, P.E.
Local Programs Engineer

Date: _____

Date: _____

PROFESSIONAL HEARINGS EXAMINER SERVICES AGREEMENT

This agreement, effective the _____ day of April, 2019, between the City of Clarkston, a municipal corporation in and for the State of Washington, hereinafter referred to as "City", and Ken Nagy, hereinafter referred to as "Examiner".

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Scope of Service. Examiner shall be responsible for adjudicating the following land use matters:

Variances
Conditional Use Permits
Appeals from Zoning Official Decisions

2. Manner of Service. Services provided by Examiner pursuant to this contract shall be performed in a prompt and competent manner in accordance with the rules and decisions of the courts of this state and the Clarkston Municipal Code.

3. Performance. Examiner's performance shall begin on April _____, 2019 and shall terminate one year from this date.

4. Payment. In consideration for Examiner's performance hereunder, City shall pay Examiner a fee of \$450.00 for each hearing. The payment is due within thirty days of receipt of an invoice from the Consultant after completion of each hearing. It is understood that the Examiner performs as an independent contractor and as such, is responsible for all taxes due.

5. Termination. This agreement may not be terminated by either party without good and sufficient legal cause, and only after thirty (30) days' written notice has been delivered to the other party.

6. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials and employees harmless from any all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCS 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, including duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This

waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant.

The Consultant shall obtain the types of insurance described below:

1. Professional Liability insurance appropriate to the Consultant's profession with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Consultant shall furnish the City with a copy of the certificate of insurance prior to commencing work. Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement.

6. Assignment. Examiner shall not assign or subcontract his responsibility for performance of this agreement without the prior written approval of the City.

DATED this _____ day of _____, 2019.

EXAMINER

CITY OF CLARKSTON

Ken Nagy

Monika Lawrence, Mayor

Professional Services Contract
City of Clarkston Housing Rehabilitation Grant Project

This contract is entered into this _____ day of _____, 2019 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 city to obtain necessary documents (CITY provides all available documents and facilitates information as needed from project partners)
 - Coordinate and attend required public hearing with City of Clarkston (*publication*)
 - Provide ongoing updates and status to city
 - Provide technical assistance available to group via phone and email throughout project
 - Prepare and submit block grant (3 copies Commerce, 1 copy City, 1 copy CEDA)

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 5, 2019

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

