

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

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: June 24, 2019 Regular Meeting**
- 5. COMMUNICATIONS:**
 - A. From the Public:**
 - B. From the Mayor:**
 - C. From Staff or Employees:**
- 6. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills – July 8**
 - B. Public Safety – July 2**
 - C. Public Works – July 2**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
- 7. UNFINISHED BUSINESS: None**
- 8. CONSENT AGENDA:**
 - A. Fire Protection Mutual Aid Agreement (Public Safety)**
 - B. Findings of Fact Conclusions of Law – ZC-2019-03, 917 Chestnut Street (Public Works)**
- 9. NEW BUSINESS:**
 - A. Ordinance 1632, Zone Change – 917 Chestnut Street, 1st Reading (Public Works)**
- 10. COUNCIL COMMENTS:**
- 11. QUESTIONS FROM THE PRESS:**
- 12. EXECUTIVE SESSION: None**
- 13. ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
June 24, 2019

ROLL CALL: Russ Evans, Pat Holman, Skate Pierce, Joel Profitt, Belinda Larsen, and John Murray. Melyssa Andrews excused on a MOTION BY PIERCE/MURRAY.

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

AGENDA CHANGES: None

APPROVAL OF MINUTES: Minutes of the June 10, 2019 Regular Meeting were approved as distributed.

COMMUNICATIONS:

- A. From the Public:** Evelyn Williams, 1346 8th Street
Joe Reinhart, 306 Elm Street
Jeannie Joly, 709 Libby Street

B. From Mayor: Mayor Lawrence advised Council that she had received a nice note from Wendy Stelmack thanking Council for the hard work on the Fireworks Ordinance. The Mayor introduced Interim Fire Chief Ryan Baskett to Council.

C. From Staff or Employees: Chief Baskett thanked the Mayor and Council for the opportunity to work on an interim basis for the City of Clarkston. PWD Poole advised that he is having knee surgery on July 15, 2019 and will be out for physical therapy for a few weeks. Councilmember Pierce asked PWD Poole to respond to Mr. Reinhart regarding the address he reported on. Chief Hastings advised that both the Animal Control and the Code Enforcement officers have responded to address the complaint. Last week the owner advised that they are moving. If it takes longer than they have reported, a citation will issued if needed.

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee reviewed the Interim Fire Chief Contract, the current expenditures and revenues and approved the bills for payment. Total expenditures for the June 24, 2019 period of \$247,453.95. MOTION BY EVANS/PROFITT to approve the bills as read. Motion Carried

Public Safety: Mayor Lawrence advised there was no meeting.

Public Works: Councilmember Pierce reported on the June 18th meeting. He advised that it was a brief meeting to attend the retirement party for Chief Cooper. An error was discovered in the alley vacations, so the Council will vote on the updated quitclaim deeds tonight. The house at 1513 8th street has been demolished; the City will need to place a lien on the property before it sells.

Outside Organizations: Councilmember Pierce reported on the Board of Health meeting. There was a discussion on the needle exchange program. There was also a presentation about wildfire smoke from the Board Doctor. The Doctor advised that most masks are not effective and protecting the wearer from the harmful effects of wildfire smoke. It was reported that Idaho and Washington use different air quality indexes. This makes the ratings in Washington higher than Idaho, causing discrepancies in the warnings to the public that is reported.

UNFINISHED BUSINESS: None

CONSENT AGENDA: MOTION BY PIERCE/HOLMAN to approve the consent items. Motion Carried

- A. Contract Agreement for Interim Fire Chief/EMS Director (Finance/Admin)**
- B. Special Event Permit – Asotin Co Republican Committee (Finance/Admin)**
- C. Resolution 2019-12 Surplus Bicycles (Public Safety)**
- D. Quit Claim Deed – VA-2019-01, Pring (Public Works)**
- E. Quit Claim Deed – VA-2019-01, Ewing (Public Works)**

- F. Quit Claim Deed – VA-2019-02, EGSRC (Public Works)
- G. Quit Claim Deed – VA-2019-02, Paasch (Public Works)
- H. Quit Claim Deed – VA-2019-03, Wahlberg (Public Works)
- I. Quit Claim Deed – VA-2019-03, Canna4Life (Public Works)

NEW BUSINESS: None

COUNCIL COMMENTS: None

PRESS QUESTIONS: None.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Meeting adjourned at 7:18pm.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 6/24/19	Ck # 68625-68677	\$106,673.99
Payroll 6/20/19	Ck # 68613-68624	\$140,779.96

Public Safety

July 2, 2019

Chief Hastings talked about the Positive Ticket program that's been going on this summer and will continue until Labor Day. Officers will look for youngsters that are doing something good and positive such as wearing their bicycle helmets and give them a free pass to the Aquatic Center. The goal is to create positive interaction between the police and our children.

Chief Hastings also said he was looking into a program that would enable citizens to report online email fraud. This program would simply try to educate the public on what to be aware of. Lewiston already has this in place and is working.

Both the Fire department and the Police Department will have extra hands on the 4th. There will be extra brush trucks at critical areas and police officers will be on foot at and around Adams Field.

Chief Baskett said he would like to update and add to the agenda the Fire Protection Mutual Aid Agreement between the Clarkston fire department and the Clearwater paper fire department. It's the same agreement but the original signers are no longer employed.

CITY OF CLARKSTON

InterOffice Memorandum

DEPARTMENT: FIRE

DATE: June 18, 2019

TO: Public Safety Committee

FROM: Steve Cooper, Fire Chief 

SUBJECT: Update Signatures on Agreement with Clearwater Paper Fire Department

Please review the attached agreement with Clearwater Paper Fire Department.

The intent is to update the signatures on the document. You will note that all the individuals who have signed are no longer employed by the entity they signed for.

Review of the agreement by Clearwater Paper Fire Department Chief Kevin Kalbfleisch and I found the agreement is good but the signatures and dates of the agreement should change:

After your review please add to City council agenda for approval for the Mayor to sign.

For agenda.

FIRE PROTECTION MUTUAL AID AGREEMENT
(Joint Exercise of Power Agreement)

This AGREEMENT is entered into on this _____ day, _____ 2019, by and between the **CITY OF CLARKSTON**, a political subdivision of the State of Washington, (hereinafter referred to as "Clarkston"), and the Clearwater Paper Corporation, a Delaware corporation (hereinafter referred to as "Clearwater Paper").

W I T N E S S E T H:

WHEREAS, it is the purpose and policy of the parties named herein to provide the best and most efficient fire protection for the patrons of their respective areas;

WHEREAS, it appears to be to the mutual benefit and advantage of the parties to enter into a mutual fire protection agreement, providing for cooperation and mutual use of firefighting forces and apparatus between the parties; and

NOW, THEREFORE, in consideration of the mutual benefits herein contained and of the mutual covenants running from one party herein to the other, it is mutually agreed as follows:

1. USE OF FIREFIGHTING FORCES AND APPARATUS: Whenever an emergency incident occurs within the boundaries of a party to this Agreement and the aid of any other party to this Agreement is requested in combating and controlling such fire or emergency incident, a party, upon receiving a request for aid, shall respond with assistance of its personnel and use of its apparatus to the fullest extent in combating such fire or fires and in the protection of property and life endangered thereby.

It is understood and agreed by and between the parties hereto that all duties, obligations and responsibilities for fire protection between the parties are equal and mutual in all respects, and that the parties to this Agreement will cooperate in providing the most efficient and comprehensive mutual fire protection and response to emergency incidents as possible within the boundaries of each party to this Agreement when requested to do so, taking into consideration the geographical areas to be served and the equipment and apparatus available for fire protection and emergency response.

2. PRIORITIES: If the firefighting personnel and equipment of a party being requested to respond are already engaged in fire protection or other emergency response activities at the time a call for assistance is received, that party shall not be under any obligation to the requesting party or to any other person or persons to furnish personnel and equipment therefore, unless the request is renewed after that party's equipment and personnel again become available to respond. The responding party may at any time withdraw its personnel and equipment for the purpose of responding to a fire call or other emergency response within its own boundaries, and no liability or obligation shall be incurred by a party for withdrawal for responding to a call within its own boundaries.

3. RESPONSIBILITIES AND CONTROL: The party responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting party. On arriving at the location of the fire, the officer in charge of the personnel and equipment of the responding party shall report to the officer in charge of the requesting party. The requesting party shall then assume full charge, control, direction and supervision of all equipment, apparatus, and personnel dealing with the fire. In no case shall the responding party be required to assume the responsibility of the operation of, or attempting to control or deal with the fire or other emergency incident. The responding party shall operate its own equipment.

If the officer in charge of the personnel or equipment of the responding party believes the personnel or equipment for which he is responsible are being subjected to unreasonable risk of injury or damage or are being required to perform beyond their capacity, limits, knowledge or training, he shall be entitled to withdraw such personnel or equipment after notifying the officer of the requesting party who is in charge at the scene.

4. COMPENSATION: Clarkston will recover costs for response to emergency incidents when requested by Clearwater Paper Fire Department and on a cost recovery basis. Cost recovery is defined as including personnel costs – with all benefits except health insurance included and an hourly equipment cost from the time of dispatch to the completion of return to service; administrative time attributed to completion of reports and compilation of cost for cost recovery; damage resulting to vehicles or equipment during the response of Clarkston to Clearwater Paper, including but not limited to: collision, falling debris, pump damage, tire damage attributed to driving over debris at the complex, exposure to heat or flame impingement, contamination or damage to turnout gear/PPE, shall be borne by Clearwater Paper while mechanical problems that occur during the response, including but not limited to light failure and engine problems, shall be borne by Clarkston.

5. TRAINING: The parties specifically agree that continued sharing of specialized training and continuing cooperative non-emergency maintenance of equipment is generally in each party's best interests and is encouraged to the extent each party is able to so do. Specialized training and cooperative non-emergency maintenance includes, but is not limited to SCBA flow testing, ladder testing, fire hose recoupling and use of training grounds.

6. STANDARDIZATION OF EQUIPMENT: The parties hereto agree to immediately take such steps as are necessary to standardize, as nearly as practical, all of the equipment and apparatus used by said parties in order that said equipment and apparatus may be more fully utilized by virtue of standard size couplings, hose, pumps and other apparatus in combating such fire or fires and in the protection of property and life within the confines of the parties named herein.

7. COOPERATION AMONG APPOINTED OR ELECTED OFFICIALS: A representative of the parties to the Agreement shall meet at least once annually in joint session during the duration of this Agreement for the purpose of reviewing the reciprocal activity of the parties. Should the participants at the meeting determine that adjustments to this Agreement are required to insure continuing cooperation among the parties, they shall make such recommendations to the respective party they represent. Said adjustments may then be satisfied by the respective governing bodies of the parties hereto, and shall be effective when ratified by all parties. An addendum shall be executed by the parties and attached to this Agreement to reflect any such modifications.

8. TERM AND AUTOMATIC RENEWAL: The initial term of this Agreement shall be for a period of one (1) year commencing from the date of the execution of this Agreement. Unless a party notifies the other party of its intention not to renew and continue this Agreement, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.

9. TERMINATION: It is understood and agreed that either party hereto may terminate its participation and concurrent rights and duties under this reciprocal agreement by delivering to the other party hereto a notice of such termination, said notice to be in writing and to be given at least ninety (90) days prior to the termination date desired by the terminating party.

10. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

11. MUTUAL HOLD HARMLESS Clearwater Paper agrees to indemnify and hold the Clarkston harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of Clearwater Paper and its contractors, employees, officers and/or agents that the Clarkston may suffer arising out of or in connection with this Agreement.

The Clarkston agrees to indemnify and hold Clearwater Paper harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the Clarkston and its employees, officers and/or agents that Clearwater Paper may suffer arising out of or in connection with this Agreement.

5. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

13. LIMITATION ON LIABILITY OF PARTIES: The rights and benefits arising under this contract shall run to the parties to this Agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This Agreement is not to be construed to create a claim or cause of action in favor of any persons or Clarkston entitled to protection by one city or fire district against any other city or fire district which is a party to this Agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing firefighting services.

14. PRIOR AGREEMENTS: All prior agreements for reciprocal fire protection, both oral and written, which may have been entered into previously between the parties to this Agreement, are to be terminated from this point forward, and the terms of this Agreement are controlling as to all the reciprocal rights and duties of the named parties in providing reciprocal fire protection between themselves, but this Agreement is not intended to terminate any previous agreement, either oral or written, entered into by the parties to this Agreement, whereby one of the parties has assumed primary fire protection responsibility for a geographic area contained within another party's boundaries.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

DATED this _____ day of _____ 2019.

CITY OF CLARKSTON
Clarkston, Washington

CLEARWATER PAPER CORPORATION
Lewiston, Idaho

By _____
MONIKA LAWRENCE, Mayor

By _____
SEAN KRAJNIK, Mill Manager

Approved as to Form

By _____
TODD RICHARDSON, City Attorney

By _____
BEN PETERSEN, Medcor Chief Operating Officer

**BEFORE THE PLANNING COMMISSION
OF THE CITY OF CLARKSTON**

RE:)	
Zoning map amendment and zone change for ZC-2019-03, 917 Chestnut St.)	FINDINGS OF FACT
City of Clarkston)	
829 5 th St.)	CONCLUSIONS OF LAW
)	AND DECISION
)	

This matter having come before the Planning Commission of the City of Clarkston, Washington on July 1, 2019 for a public hearing pursuant to public notice as required by law, on a requested zone change from R-2 Medium Density Residential to NC – Neighborhood Commercial zone and update of the Zoning Map, and the Commission having heard the staff reports and recommendation of other interested parties who appeared and being fully advised in the matter, issues the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Clarkston City Code sections 17.40 and 17.90 establishes the authorization to initiate amendments to the Zoning Map and designated land use zones.
2. The City set public hearing before the Planning Commission for July 1, 2019 and provided notice to the public as required by law.
3. The Planning Commission held public hearings on July 1, 2019 and took testimony from the city staff and the public.
4. As a result of the testimony, the Planning Commission has determined that the proposed changes as presented are beneficial to the operation of the City, its obligation to the citizens and assists the City in implementing its Zoning Code.
5. a) The proposed zone change is consistent with the Comprehensive Plan Objectives Pg 50, Goal A:, Objectives A.1, A.2, A.7, and A.10.
b) The proposed zone change provides for an establishment of a NC – Neighborhood Commercial Zone in an R2 – Medium Density Residential Zone.

c) The commercial development of the property will have to comply with current standards for landscaping and visual shielding between R2 zone property and NC zone property.

CONCLUSIONS OF LAW

1. The proposed zone change does follow the anticipated evolution of the comprehensive plan and allows for establishment of a NC-Neighborhood commercial zone in a residential zone.
2. The proposed zone change is consistent with Comprehensive Land Use Policy; The proposed zone change is consistent with the Comprehensive Plan and the use of NC zones for providing commercial facilities and other services within an R-2 Residential zone. It is also consistent with the following Comprehensive Land Use Policies:

Land Use

Pg 54 Definitions

(13) **Neighborhood Commercial** – NC on map - N-C Zone. The neighborhood commercial zone is intended to provide commercial uses that are relatively small-scale neighborhood-serving retail and office uses. Neighborhood businesses are ideally located as business clusters rather than arterial strip commercial development. The district is intended to accommodate commercial land uses via neighborhood pedestrian access however it is recognized that much access will be predominantly vehicle-oriented or vehicle-served. It is strongly encouraged that all new development be small-scale, ie. Less than 2,500 square feet of floor space. Existing structures which are greater than 2,500 square feet are grandfathered and allowed to continue to be utilized.

Pg. 50

Goal A: Preserve the community atmosphere through encouragement of compatible development and coordination of future growth management.

Objectives:

A.1 Separate different conflicting land uses.

A.2 Maintain character of low-density residential neighborhoods.

A.7 Encourage new service related commercial activities to locate in areas where such uses already exist.

A.10 Where appropriate, new development should include planning approaches that increase physical activity, such as neighborhood commercial nodes to allow walking and cycling to local services, transit-oriented development, linear parks and trails network, and siting schools and other public facilities within neighborhoods to allow easy access to pedestrian and bicycle facilities.

3. The proposed zone change is in compliance with Washington RCW 35A.63, 36.70A and 43.21C in regards to updating of the Comprehensive Land Use Plan and associated zone changes recommended by the update.

Based on the foregoing Conclusions of Law, the Planning Commission hereby enters the following...

DECISION

1. The zone change request be approved, the Zoning Map be revised to reflect the zone change, and a recommendation supporting said changes will be made to the City Council for final action.

DATED this 1st day of July, 2019.

PLANNING COMMISSION
OF THE CITY OF CLARKSTON

By: 
Robert Gilbertson, Vice Chairman

ATTEST: _____
Steve Austin, City Clerk

ORDINANCE NO. 1632

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

WHEREAS, the Planning Commission held a public hearing on July 1, 2019 to consider a request from Father Richard Root and Holy Family Catholic Church on Zoning Map Change Application No. ZC-2019-03 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

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

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

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

A parcel of land, comprised of Lot 2, Block 2, South Clarkston, Asotin County, Washington, located in the South half (1/2) of Section 21, Township 11 North, Range 46 East, Willamette Meridian, City of Clarkston, County of Asotin, State of Washington, according to the recorded plat thereof.

Property is commonly referred to as 917 Chestnut Street.

SECTION 2.0

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

Dated this ____ day of _____, 2019.

Monika Lawrence, Mayor

ATTEST BY:

Steve Austin, City Clerk

APPROVED AS TO FORM:

Todd Richardson, City Attorney