

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, JANUARY 9, 2017**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
December 27, 2016 Regular Meeting**
- 5. COMMUNICATIONS:**
  - A. From the Public (Please limit comments to 3 minutes)**
  - B. From the Mayor**
  - C. From Staff or Employees**
- 6. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills**
  - B. Public Safety – January 3**
  - C. Public Works – No meeting**
  - D. Administrative/Intergovernmental – January 9**
  - E. Community Development – January 5**
- 7. UNFINISHED BUSINESS:**
- 8. NEW BUSINESS:**
  - A. Committee Assignments**
  - B. Appoint Mayor Pro Tem**
  - C. Reappoint Dick Jones to Public Safety Committee**
  - D. Approve Contract with TD&H Engineering for Design of Grantham School Safety Project**
  - E. Appointment of Clerk/Treasurer**
- 9. COUNCIL COMMENTS**
- 10. EXECUTIVE SESSION: Negotiations**
- 11. ADJOURN:**

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

**CLARKSTON CITY COUNCIL MINUTES**  
**December 27, 2016**

ROLL CALL: Belinda Campbell, John Murray, Skate Pierce, Terry Beadles, Brian Kolstad, Monika Beauchamp

Blackmon, unexcused absence.

STAFF:

Chief Cooper, Chief Hastings, Clerk Storey

**AGENDA CHANGES:**

**APPROVAL OF MINUTES:** Minutes of the December 12, 2016, Regular Meeting were approved as presented.

**COMMUNICATIONS:**

**A. From the Public:**

**B. From Mayor:**

Mayor Lawrence said she shared a letter from the Port asking for funding to enhance the boat dock area. Community Development Committee will review and make a recommendation. Mayor Lawrence asked that the city have a plan and cost estimate before a funding decision is made.

Mayor Lawrence said she will be forwarding our legislative agenda to our legislators as Councilmember Murray suggested. She also reminded council that there is a state website where they can see what legislation is being considered and gives contact information for our legislators.

Mayor Lawrence asked council to think about committee assignments as they will be on the agenda for the next meeting.

**From Staff:**

Chief Cooper commented that the street department has done a terrific job maintaining the streets during the recent snows. He also thanked Darlene Gentry for her efforts in completing the fire department retro pay. Cooper thanked the police department for their support during accidents and other calls where they cooperate. He thanked the firefighters for the good job they do also. He thanked Clerk Storey for her work on the budget and the knowledge she shares.

**COMMITTEE REPORTS**

**Finance:** Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for December 27, 2016 of \$163,616.31. MOTION BY BEADLES/KOLSTAD to approve the bills as read. Motion carried.

**Public Safety:** Councilmember Pierce reported on the December 20 meeting. Committee was made aware of several comments from members of the public who received good service from the fire and police departments. Chief Cooper talked about an upcoming SAFER grant opportunity for staffing. Chief Cooper is working on improving our fire insurance rating. The police department is working on training for 2017.

**Public Works:** No meeting.

**Admin Committee:** No meeting.

**Community Development:** No meeting.

**Outside Organizations:** Councilmember Kolstad said that the director of the PTBA complimented the street crew for their street maintenance during the recent snows.

**UNFINISHED BUSINESS:**

December 27, 2016, Regular Meeting

**A. Ordinance No. 1578, 2017 Budget, 2nd Reading for Action**

Ordinance No. 1578 was read by title. MOTION BY BEADLES/PIERCE to adopt Ordinance No. 1578. Motion carried.

**B. Ordinance No. 1574, Amending CMC 5.44, Gambling Tax, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1574 was read by title. MOTION BY CAMPBELL/BEADLES to adopt Ordinance No. 1574. Motion carried, 5-1, Beauchamp opposed.

**NEW BUSINESS:**

**A. Resolution No. 2016-14, Salaries for Non-represented Employees**

Resolution No. 2016-14 was read by title. MOTION BY BEADLES/BEAUCHAMP to approve Resolution No. 2016-14. Councilmember Campbell asked if this means that a person replacing an existing employee would be paid at this rate. Mayor Lawrence said it does. Councilmember Murray suggested a committee look at a different salary structure. Councilmember Beauchamp commented that offering a lower wage would limit the applicant pool and we want to attract qualified applicants. Motion carried

**B. Resolution No. 2016-16, Position Allocation**

Resolution No. 2016-16 was read by title. MOTION BY BEADLES/KOLSTAD to approve Resolution No. 2016-16. Councilmember Beauchamp asked why two unfunded fire positions are on the list. Mayor Lawrence explained that there has not been a staffing decision made yet for the fire department, so those position are still authorized although not funded in the budget. Motion carried.

**C. Resolution No. 2016-17, Sick Leave Cash-out Policy**

Resolution No. 2016-17 was read by title. MOTION BY BEAUCHAMP/KOLSTAD to approve Resolution No. 2016-17. Motion carried.

**D. Southway Bridge Grant Commitment**

Mayor Lawrence said the TBD fund will end the year with about \$390,000. The Southway Bridge group felt that a larger matching share would improve our chances for receiving grant funding for the resurfacing project. MOTION BY BEADLES/PIERCE to commit \$150,000 as matching funds for Southway Bridge grant applications. Motion carried.

**E. Tourism Funding Agreement, Visit L-C Valley**

MOTION BY CAMPBELL/KOLSTAD to authorize the agreement with Visit L-C Valley. Motion carried.

**F. Tourism Funding Agreement, Rotary**

MOTION BY KOLSTAD/BEAUCHAMP to approve the funding agreement with the Clarkston Rotary. Motion carried.

**G. Funding Agreement, Asotin County Health District**

MOTION BY BEAUCHAMP/PIERCE to approve the funding agreement with Asotin County Health District. Motion carried.

**H. Funding Agreement, Valley Vision**

MOTION BY BEADLES/KOLSTAD to approve the funding agreement with Valley Vision. Motion carried, 5-1, Beauchamp opposed.

**COUNCIL COMMENTS:**

Councilmember Beadles thanked Chief Cooper for his hard work. He also commented that Greg Kammers is a valuable employee who saves the city money with his abilities to repair and maintain equipment. Councilmembers Pierce, Beauchamp and Campbell also complimented city staff for all their

hard work and dedication.

**ADJOURNMENT:**

Meeting adjourned at 7:42 p.m.

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

\_\_\_\_\_  
Monika Lawrence, Mayor

Total Fund Expenditures, 12/27/16	Ck # 63040-76, Nov2016excise	\$30,157.59
Total Fund Expenditures,		
Payroll, 12/15/16	Ck # 63022-39	\$133,458.72

DRAFT

## Public Safety Committee

January 3, 2017

Attendance: Mayor Lawrence, Chief Hastings, Chief Cooper, Skate Pierce, Dick Jones, Jarod Lutes, Terry Beadles

### Chief Hastings:

- Discussed needed repairs and upgrade that should be addressed this year at the gun range. The furnace is outdated and needs repaired, a new furnace will be the best option. The bullet curtain should be replaced and other items reviewed.
- Details about a new patrol vehicle will be presented to the council when available from the state purchasing contract.
- The "You have Options" program is moving forward. A site visit to Clarkston will be planned by program staff.
- Personnel evaluations are being completed by the Chief.
- Traffic calming and speed reader boards were discussed.

### Chief Cooper:

- Presented a draft copy for the upcoming meeting of January 10, 2017 reviewing the Clarkston Fire Department organization and staffing.
- The proposed town hall meeting was discussed. Possible locations were presented.
- The Personnel Policy Handbook was mentioned by the Mayor.

### Committee:

- Dick Jones appointment to the Public Safety Committee for 2017. \*(Agenda item for council action).

# CITY OF CLARKSTON MAYOR & COUNCIL

*Scheduled Regular Meetings of the City Council*

*2nd & 4th Mondays - 7:00 p.m. Clarkston City Hall Council Chambers*

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<b>MAYOR LAWRENCE</b> , Monika	1302 13 <sup>th</sup> Street #6	(509) 552-0485
<b>COUNCILMEMBER BLACKMON</b> , Kelly	819 Sycamore	(509) 751-8769
<b>COUNCILMEMBER KOLSTAD</b> , Brian	1316 12 <sup>th</sup> Street	(208) 816-6261
<b>COUNCILMEMBER BEADLES</b> , Terry	1123 10 <sup>th</sup> Street	(509) 758-1555
<b>COUNCILMEMBER BEAUCHAMP</b> , Monika	610 Sunrise	(509) 688-9741
<b>COUNCILMEMBER PIERCE</b> , Skate	1246 12 <sup>th</sup> Street	(208) 305-1176
<b>COUNCILMEMBER MURRAY</b> , John	1214 9 <sup>th</sup> St. "A"	(509) 295-8137
<b>COUNCILMEMBER CAMPBELL</b> , Belinda (MPT)	1222 Highland #21	(208)305-5074

## COUNCIL COMMITTEES

*Meetings are held at Clarkston City Hall*

### FINANCE COMMITTEE

6:15 p.m. - 2<sup>nd</sup> & 4<sup>th</sup> Mon.

Terry Beadles, Chair  
Brian Kolstad  
Kelly Blackmon

### PUBLIC WORKS

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

Skate Pierce, Chair  
Belinda Campbell  
Monika Beauchamp

### PUBLIC SAFETY

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

Terry Beadles, Chair  
Skate Pierce  
Brian Kolstad

### COMMUNITY DEVELOPMENT

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

Belinda Campbell, Chair  
Monika Beauchamp  
Skate Pierce

### ADMIN/INTERGOV

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

Kelly Blackmon, Chair  
John Murray  
Brian Kolstad

## COUNCIL REPRESENTATIVES TO OUTSIDE ORGANIZATIONS

**Asotin County LEOFF Disability Board**

Kelly Blackmon

**Airport Commission**

Tim Lynch

**Health District**

Skate Pierce

**Lodging Tax Advisory, County**

Belinda Campbell

**Lodging Tax Advisory, City**

Belinda Campbell

**EMS Council**

Skate Pierce

**Valley Vision**

Brian Kolstad

**PTBA**

Brian Kolstad

**SouthEast WA Economic Development**

Monika Beauchamp

**MPO**

Monika Beauchamp

**Volunteer Firefighter Board**

Kelly Blackmon

**Visit L-C Valley**

Belinda Campbell

**Stormwater**

John Murray

## PLANNING COMMISSION AND CIVIL SERVICE COMMISSION

Planning Commission -

Margo McCroskey, Chair

5:30 p.m. - 1<sup>st</sup> & 3<sup>rd</sup> Mon.

Civil Service Commission -

Eleanor Sheldon, Secretary

12:00 p.m. - 2<sup>nd</sup> Fri.

COMMITTEE APPLICATION FOR  
CITIZENS AT-LARGE

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

Committee Applying for: Public Safety committee

Why do you want to serve on this committee? I HAVE SERVE ON  
this committee For the LAST three Year  
and HAVE enjoyed in ADVISED by the  
committee on emergency service activities

List special skills, interests or knowledge that you would bring to the committee: \_\_\_\_\_

I have 40 years of experience in  
emergency activities

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

City of Clarkston  
Public Works Director  
829 5<sup>th</sup> St.  
(509) 758-1662  
(509) 769-6019fax

# Memo

*To: Admin. Committee*

*From: James E. Martin, PWD*

*CC:*

*Date: Jan. 3, 2017*

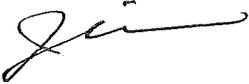
*Re: TD&H Grantham School Design Contract*

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Attached is a contract with TD&H Engineering for the design, plans and specifications for the safety project around Grantham School. They were chosen through the proper selection process and we are looking forward to working with them on the possible improvements around the school. Those improvements should include improved sidewalk connectivity, improved bus access and safety crossings on Poplar Street at 12<sup>th</sup> and 13<sup>th</sup> Streets. WSDOT has also agreed to improve the north / south crossing on Bridge Street at Lancer Lanes for those kids living north of Bridge (US-12).

I hope you will approve the Mayor signing the contract to get the project underway. Keep in mind that this is a design only project that is supported 100% with a federal grant. It will help having the design and plans on our shelf when we seek construction funding in the future.

Thanks,



Jim

## AGREEMENT FOR ENGINEERING SERVICES

**CLIENT:** City of Clarkston  
Attn: Jim Martin, Public Works Director  
829 5<sup>th</sup> Street  
Clarkston, WA 99403

**DATE:** October 26, 2016

**ENGINEER:** TD&H ENGINEERING  
210 Main Street  
Lewiston, ID 83501

**PROJECT DESCRIPTION:** Grantham School Safety Improvements Design

### SERVICES TO BE PERFORMED:

The safety project consists of addressing ADA and safety issues along Poplar Street from 12<sup>th</sup> to 13<sup>th</sup> Streets immediately adjacent to Grantham School. Improvements will include traffic calming to reduce speeds, construction of refuge islands for two primary street crossings, safer short-term parking and offloading of students, and completion of a pedestrian corridor meeting ADA standards by replacing or infill of non-compliant sidewalks along the south side of Poplar Street.

The final deliverable will be construction ready sets of final plans, specifications and estimate (PS&E).

### AMOUNT OF FEE:

[ X ] The estimated fees to complete the services to be performed is \$42,655.00. The Client will be notified by the Engineer prior to performing any services that would substantially increase the estimated fee.

The charge rates shall be per the TD&H Engineering Rate Schedule, which is attached.

### PAYMENT TO THE ENGINEER:

Progress payments shall be made in proportion to the services rendered and shall be due and owing upon receipt of the Engineer's monthly statement. The Client agrees to pay interest at the maximum legal rate allowed on accounts 30 Days past due, plus a reasonable attorney's fee, court cost and actual collection of any past due amounts.

This agreement consisting of this sheet plus any attachments, is hereby accepted by the respective parties.

1. **ENGINEER** shall perform professional engineering and normal incidental service thereto. The **ENGINEER** is authorized to proceed as of the date of this contract unless otherwise noted.

2. PAGES ONE, TWO and THREE of this form constitute written authorization for the **ENGINEER** to proceed. Following this authorization, the **ENGINEER** will consult further with **CLIENT** to clarify requirements for the Project and review available data.

3. The **ENGINEER** will perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions, in the same locale.

4. Any Opinion of the Construction Cost prepared by the **ENGINEER** represents his judgment as a design professional and is supplied for the general-guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, or

over competitive bidding or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the **CLIENT**.

5. **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor' agents or employees or any other persons (except **ENGINEER's** own employees and agents) at the site or otherwise performing any of Contractor(s)' work; however, nothing contained herein shall be construed to release **ENGINEER** from his responsibilities to properly perform duties undertaken by him as a part of this **AGREEMENT**.

6. **CLIENT** shall provide all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person act with authority on **CLIENT'S** behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER'S** submissions; and give prompt written notice to **ENGINEER** whenever he observes or otherwise becomes aware of any defect in the work. The **ENGINEER** and its consultant has the right to rely on the accuracy of **CLIENT-**furnished information.

**CLIENT** shall also do the following and pay all costs incidental thereto:

- 1) Provide such legal, accounting and other counseling services as may be required for the project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project. **ENGINEER** will obtain design approval from appropriate agencies.
- 3) Pay all costs incidental to obtaining bids or proposals from Contractor(s).
- 4) Pay all review and filing fees required by governmental agencies.
- 5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER's** services under this Agreement.

7. The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice

in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, **ENGINEER** will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses. The **CLIENT** may terminate this contract for their convenience by using a formal notice to the **ENGINEER** which completes the termination when acknowledged by the **ENGINEER**. The **ENGINEER** acknowledgement shall occur within 7 days of document receipt.

8. **CLIENT** and **ENGINEER** each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

9. All documents including drawings and specifications provided or furnished by **ENGINEER** pursuant to this Agreement are instruments of service and **ENGINEER** shall retain an ownership and property interest therein. **CLIENT** may make and retain copies for information and reference in connection with the project use and occupancy. Any **CLIENT** reuse without **ENGINEER's** authorization will be at **CLIENT's** sole risk.

10. Dispute Resolution - The **CLIENT** and **ENGINEER** agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights to mediation. Mediation by a **CLIENT-ENGINEER** agreed upon mediator would occur after the 30 day period. If litigation does occur, it would be in the legal jurisdiction of Cascade County, Montana.

11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.

12. In the event this account is placed for collection with a collection company, a fee of Fifty percent (50%) of the balance due shall be added as a collection fee.

13. The Authorized Representative assumes personal responsibility along with the **CLIENT** for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.

14. Design Services without or limited Construction Phase Services. **ENGINEER** shall be responsible only for those Construction Phase services expressly required of **ENGINEER** in "Services To Be Performed". With the exception of such expressly required services, **ENGINEER** shall have no design, shop drawing review, or other obligations during construction and **CLIENT** assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of **ENGINEER** in "Services To Be Performed".

**CLIENT:** City of Clarkston

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**BY:**

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**TITLE:** Public Works Director

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**DATE:**

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**ENGINEER:** TD&H ENGINEERING

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**BY:** *Michelle D. Bly*

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**TITLE:** VP Business  
Dev./Principal

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**DATE:** October 26, 2016

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**THOMAS, DEAN & HOSKINS, INC.**  
**LEWISTON OFFICE**  
**STANDARD RATE SCHEDULE**  
**January, 2016**

<u>TASK</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
#3	Principal	\$170.00
#4	Senior Engineer II	145.00
#5	Engineer V	135.00
#5	Engineer IV	110.00
#16	Engineer III	95.00
#16	Engineer I	85.00
#16	Engineer Intern	50.00
#42	Community & Economic Developer	115.00
#43	Grant Administrator II	90.00
#43	Grant Administrator I	55.00
#6	Engineering Technician	80.00
#10	Construction Manager	110.00
#8	Lab Technician	60.00
#12	CAD Drafter II	75.00
#12	CAD Drafter I	65.00
#13	Clerical	55.00
#7	Registered Land Surveyor	90.00
#9	Construction Inspector II	65.00
#9	Construction Inspector I	60.00
#1	Survey Party Chief I	90.00
#2	Surveyor	60.00
#31	Deposition & Court Testimony	250.00

**Vehicle Use:** \$5.00 per day plus mileage @ \$0.60 per mile

**Out-of-pocket cost:** – charged at actual cost plus 10%

**Global Positioning**

Monthly Rate: \$5000.00  
 Weekly Rate: 1650.00  
 Daily Rate: 500.00  
 Hourly Rate: 80.00  
 (Minimum Charge: \$160.00)

**Nuclear Densometer**

Monthly Rate: \$600.00  
 Weekly Rate: 200.00  
 Daily Rate: 70.00  
 Hourly Rate: 20.00  
 (Minimum Charge: \$25.00)

**Lietz 3 with Field Book & Software**

Monthly Rate: \$1200.00  
 Weekly Rate: 320.00  
 Daily Rate: 110.00  
 Hourly Rate: 20.00  
 (Minimum Charge: \$50.00)

**Facsimile & Copies**

Sending \$0.50 per page  
 Color Laser Printing \$0.70 per page  
 Copy Machine \$0.10 per copy

**Computer w/software**

Monthly Rate: \$500.00  
 Weekly Rate: 180.00  
 Daily Rate: 60.00  
 Hourly Rate: 10.00

**Plotter (In-House)**

Xerox; Black and White \$0.30 / SF  
 Bond \$0.90 / SF  
 Mylar \$3.00 / SF

**Miscellaneous Computer Usage not covered above \$3/hr**