

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, FEBRUARY 9, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
January 26, 2015, 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 – February 3**
 - C. Public Works – February 4**
 - D. Administrative/Intergovernmental – February 9**
 - E. Community Development – no meeting**
- 7. UNFINISHED BUSINESS:**
 - A.**
- 8. NEW BUSINESS:**
 - A. Resolution No. 2015-02, Loan to TBD (F)**
 - B. Loan Agreement with TBD**
 - C. Mutual Aid Agreement with Clearwater Paper (PS)**
 - D. Authorization of Street Closures for Alive after Five (PS)**
- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 11. EXECUTIVE SESSION:**
- 12. ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
January 26, 2015

COUNCIL:

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

STAFF:

Chief Hastings Chief Cooper Clerk Storey City Attorneys Grow and Richardson
 PWD Martin

AGENDA CHANGES:

City Attorney Richardson moved the discussion of court fees from Unfinished Business to Executive Session.

APPROVAL OF: MOTION BY BEADLES/NASH to approve the minutes of the January 12, 2015, Regular Meeting. Motion carried.

COMMUNICATIONS:

- A. From the Public:**
- B. From Mayor:**
- C. From Staff:**

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for Dec EOM of \$395.79, Dec Open Period of \$193,411.57 and January 26, 2015 of \$173,177.54. MOTION BY PROVOST/BLACKMON to approve the bills. Motion carried.

Provost said Clerk Storey asked for authorization to prepare a short term loan of \$4,000 from the City to the TBD. MOTION BY PROVOST/BEADLES to authorize the Clerk to draft a loan agreement between the City and the TBD. Motion carried.

Public Safety: Committee met January 20. Attending were Beadles, Provost, Jones, Braddock, Cooper, Hastings. Councilmember Beadles reported that Chief Cooper presented the draft Mutual Aid agreement with City of Lewiston. Chief Hastings reported that the officers have been deputized by Asotin County. Chief Hastings asked for approval to order the 2015 patrol vehicle. Butch Aiken plans to use Homeland Security grant funds to purchase mobile data computers for the city patrol cars.

Public Works: Committee met on January 21. Councilmember Nash said committee reviewed the ILA with the RTPPO and recommends approval. The WWTP is working on updating the pretreatment ordinance as required by DOE. The anti-panhandling signs and no smoking signs for the parks are on order. PWD Martin expressed concern that the dredging contractor has not been in contact regarding the outfall line. A preconstruction meeting is scheduled for the 13th Street project on 1/27.

Admin Committee: Councilmember Manchester said committee met earlier today. They reviewed the Equal Employment Opportunity Plan and recommend its adoption.

Community Development: Committee met on January 20. In attendance were Nash, Kolstad, Lierman and Beadles. Committee discussed ideas for improving downtown.

UNFINISHED BUSINESS:

- A. Court Filing Fees** discussion moved to Executive Session per city attorney.

NEW BUSINESS:

A. Resolution No. 2015-02, Equal Employment Opportunity Plan.

Resolution No. 2015-02 was read by title. MOTION BY MANCHESTER/KOLSTAD to approve Resolution No. 2015-02. Motion carried.

B. Mutual Aid Agreement with City of Lewiston

MOTION BY BEADLES/BAUMBERGER to authorize the mayor to sign the mutual aid agreement with City of Lewiston. Motion carried.

C. Authorization to Order 2015 Patrol Vehicle

MOTION BY BEADLES/ BAUMBERGER to authorize Chief Hastings to order the 2015 patrol vehicle. Chief Hastings said he plans to purchase another utility vehicle like the 2014. He said the roomier size of the vehicle makes it easier for the officers to get in and out with all their equipment.

Councilmember Kolstad asked if the officers take cars home. Chief Hastings said we use a fleet system and the officers check a vehicle out for their shift.
Motion carried.

D. Interlocal Agreement for RTPO

PWD Martin said the council previously authorized participation in the RTPO. The RTPO offers opportunity for grant applications. MOTION BY BAUMBERGER/NASH to approve the Interlocal Agreement with the RTPO. Motion carried.

E. Re-appoint Belinda Campbell to Community Development Committee

MOTION BY NASH/ KOLSTAD to re-appoint Belinda Campbell to Community Development. Motion carried.

COUNCIL COMMENTS:

Kolstad congratulated Asotin County for not banning recreational marijuana. He mentioned there is a bill in the legislature that would return up to 33% of the tax revenue to entities that allow the sale.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Council went into Executive Session at 7:17 p.m. to discuss negotiations and litigation and legal effects of proposed action. Anticipated length is session is 12 minutes with no decisions to be made as a result. Executive session was extended for an additional 5 minutes. Council returned to open session at 7:36.

ADJOURNMENT:

Meeting adjourned at 7:36 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 12/31/14	Ck # 20141262-64, 70	\$395.79
Total Fund Expenditures, 12/31/14	Ck #58156-59, 58209-92, 58362	\$193,411.57
Ttoal Fund Expenditures, 1/26/15	Ck #58268-69, 58363-58407, decexcise	\$37,503.46
Payroll, 1/15/15	Ck #58270-58291	\$135,674.08

Public Safety Committee

February 3, 2015

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

Chief Hastings received a request for street closures for this year's Alive After Five events. (Agenda item for Council action).

Police Commander Jim Smith will be retiring from Clarkston Police Department. He will be accepting the position of Jail Commander with Asotin County Sheriff's Office. We appreciate Jim's many years of service with our police department.

Many of our police department officers will be attending training to address the issue of dealing with calls where mental health might be a factor.

Building security will be reviewed in the near future. City Hall, Fire Department, and Police Department will be reviewed for security by the city staff.

Recently an alert Postal Carrier notified emergency personnel of distress calls at a residence. Chief Cooper will check with the Postal supervisor to see if a letter of appreciation is in order for the actions of the carrier.

The mutual aid agreement with Clearwater Paper has been signed by corporation personnel. (Agenda item for Council action).

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

Memo

To: PW Committee

From: James E. Martin, PWD

CC: Vickie

Date: Feb. 4, 2015

Re: Meeting

Subjects...

- 1) Biosolids contract being finalized with Clearwater Composting.
- 2) Working with Keller Associates on warranty issues at the WWTP. Additional expenses may be incurred.
- 3) WWTP: looking into possible service contract for new generator that would include load testing of the equipment to insure proper required capacities.
- 4) Going to look into quotes for trimming of the 6th Street trees that interfere with the new lighting and flower baskets.
- 5) Concrete work on the 13th St. project will begin the 23rd of February. Grinding and overlay will occur early spring.
- 6) Stormwater O&M crew has been working on cleaning of catchbasins along 13th Street.

VERN OWENS OF L-C BICYCLE ALLIANCE ATTENDED.

RESOLUTION 2015-03

**A RESOLUTION AUTHORIZING INTEREST-BEARING LOAN FROM
THE GENERAL FUND TO THE CLARKSTON TRANSPORTATION
BENEFIT DISTRICT AND PROVIDING FOR THE REPAYMENT
THEREOF**

WHEREAS the City Council formed the Clarkston Transportation Benefit District (TBD) by Ordinance 1525 adopted on May 27, 2014; and

WHEREAS the TBD is incurring expenses during the year 2015 for insurance and other operating expenses, and

WHEREAS the TBD has not received revenues and has no funds with which to pay the above described expenses, and

WHEREAS the City's General Fund has sufficient funds to loan the TBD so it can pay additional expenses it will incur during the calendar years 2015 until the TBD begins to generate revenue; and

WHEREAS the TBD will receive revenues from annual vehicle fees collected by the State of Washington Department of Licensing that will be sufficient to repay to the City the amounts already expended by the City for TBD expenses, plus the anticipated expenses the TBD will incur during the rest of the year 2015;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON AS FOLLOWS:

1. The sum of \$4,000 shall be loaned to the Clarkston Transportation Benefit District from the City's General Fund.
2. The loan shall bear interest at a rate equal to the rate of return on investments with the Washington State Local Government Investment Pool, which rate is .10%.
3. Said loan must be repaid to the City by the Clarkston Transportation Benefit District, both principal and accrued interest, on or before December 31, 2015.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Clarkston City Council at its regular meeting held on February 9, 2015.

Kathleen A. Warren, Mayor

ATTEST:

Vickie Storey, City Clerk

LOAN AGREEMENT BETWEEN CLARKSTON TRANSPORTATION DISTRICT AND THE CITY OF CLARKSTON

This loan agreement is between the City of Clarkston (City) and the Clarkston Transportation Benefit District (TBD).

The Clarkston TBD was formed by Clarkston Ordinance No. 1525, adopted on May 27, 2014.

The TBD is funded by a fee imposed on vehicle license renewals. Funds from the license tab fee will not begin flowing into the TBD account for approximately six to eight months. In the interim, the TBD will incur expenses related to its formation and operation.

The Clarkston City Council adopted Resolution No. 2015-03 on February 9, 2015, which authorizes the City to enter into a short term loan agreement with the TBD to provide operating funds until the license tab fees generate enough revenue for the TBD to operate.

A loan in the amount of \$4,000 is authorized with the following terms and conditions:

1. The sum of \$4,000 shall be loaned to the Clarkston Transportation District from the City's General Fund.
2. The loan shall bear interest at a rate equal to the rate of return on investments with the Washington State Local Governments Investment Pool, which is currently 0.10%.
3. Said loan shall be repaid to the City by the Clarkston TBD, both principal and accrued interest, on or before December 31, 2015.

Signed this 9th day of February, 2015.

City of Clarkston

Clarkston TBD

Kathleen A. Warren, Mayor

Kelly Blackmon, Board Chair

Attest:

Vickie Storey, City Clerk

Vickie Storey, Board Secretary

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

This AGREEMENT is entered into this 16th day of DECEMBER, 2014, 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 16th day of DECEMBER 2014.

CITY OF CLARKSTON
Clarkston, Washington

By _____

Approved as to Form

By _____
JAMES GROW, City Attorney

CLEARWATER PAPER CORPORATION
Lewiston, Idaho

By 
**Donnie Ely, Consumer Products Plant
Manager**

By 
BRAD HUKRIEDE, Fire Chief



January 26, 2015

Officer John Morbeck
Clarkston Police Department
830 5th Street
Clarkston, Wa. 99403

Re: Alive After Five 2015

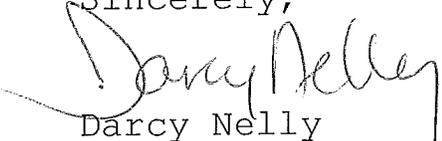
Nelly Broadcasting is requesting street closures for our 2015 events.

We are preparing for another fantastic season of Alive After Five. We have selected the first Thursday of each month, June through August, with the exception of July. The dates will be June 4th, July 9th and August 6th. The event will include retailers, crafters and other artists, music and food.

We are working with the WSDOT on the closure of 6th Street (highway 129) from the south side of Elm to the North side of Chestnut. We need the road closed from 3:30pm to 9:30pm on the event dates listed above.

Please feel free to contact me with any questions or concerns at 208.305.3602.

Sincerely,


Darcy Nelly
Nelly Broadcasting

2470 Appleside Blvd. Ste. "B" Clarkston, Wa. 99403 509-751-0976 ph 509-751-0975 fax