

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
TUESDAY, MAY 27, 2025**

- 1. REGULAR MEETING CALL TO ORDER: 5:30 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: May 12, 2025 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**
 - B. Public Safety – Did not meet**
 - C. Public Works – 5/20/2025**
 - D. Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
- 7. UNFINISHED BUSINESS:**
 - A. Ord 1731, Property Acquisition and Eminent Domain Proceedings – 2nd Reading (Public Works)**
- 8. CONSENT AGENDA:**
 - A. Special Event Permit, Cruzin' to Clarkston Car Show (Public Works)**
 - B. Special Event Permit, Community Spirit – Pyro Spectaculars North, Inc. (Public Works)**
 - C. Bid Award, 2025 Street Maintenance – POE Asphalt (Public Works)**
 - D. Bid Award, 2021 Stormwater Improvements – Liberty Northwest Construction (Public Works)**
 - E. Letter of Support of Railroads – GoRail (Finance/Admin)**
 - F. City Attorney Retainer Agreement – Todd Richardson (Finance/Admin)**
- 9. NEW BUSINESS: None**
- 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
May 12, 2025

ROLL CALL: Skate Pierce, Russ Evans, Robin Albers, David Vinton, Sheila McDougall and Sarah Reaves. Pat Holman absence was excused on MOTION BY PIERCE/MCDOUGALL. Motion Carried.

STAFF: Clerk Frost, Interim Chief Daniel and Chief White

AGENDA CHANGES: Mayor Lawrence advised the addition of an Agreement for Patrol Services with the Army Corp. to Item C under the Consent Agenda. She also advised the addition of Ordinance 1731 under New Business.

APPROVAL OF MINUTES: Minutes of the April 28, 2025 Regular Meeting were approved as distributed.

PRESENTATION: Avista Utilities. Mayor Lawrence introduced Mike Tatko, Regional Business Manager with Avista Utilities. He discussed the upcoming expiration of the City of Clarkston and Avista's Franchise Agreement for both electricity and natural gas and renewing of the two franchises into one.

COMMUNICATIONS:

- A. **From the Public:** None.
- B. **From the Mayor:** None.
- C. **From Staff or Employees:** None.

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the May 12, 2025 period of \$608,121.96. MOTION BY VINTON/MCDOUGALL to approve the paying of the bills. Motion Carried.

Public Safety: Mayor Lawrence advised that the minutes were included in the packet.

Public Works: Mayor Lawrence advised that the minutes were included in the packet.

Outside Organizations: Mayor Lawrence advised that any minutes were included in the packet.

UNFINISHED BUSINESS: None

CONSENT AGENDA: MOTION BY PIERCE/EVANS to approve the Consent Agenda. Motion Carried. Councilmember Albers abstained.

- A. **WSDOT Supplemental Agreement 2 – Keller Associates (Public Works)**
- B. **Custody Account Application – US Bank (Finance/Admin)**
- C. **Agreement for Patrol Services – Army COE (Finance/Admin)**

NEW BUSINESS:

- A. **Ordinance 1731, Eminent Domain – 1st Reading (Finance/Admin)** Clerk Frost read the Ordinance by title. Vote will be at the next meeting.

COUNCIL COMMENTS: None.

PRESS QUESTIONS: None.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Meeting adjourned at 5:47 pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 5/12/25	Ck #80357-80432	\$293,656.40
Payroll 5/5/25	Ck #80333-80356	\$314,465.56

Public Works 5/20/25

Attending: David Vinton, Skate Pierce and Mike Dimmick

- 1- 2 special events permits for council
- 2- ROW acquisition for 13th and poplar has a couple issues which should be easily solvable.
- 3- Summer stormwater project has bid opening tomorrow. Will be before council on Tuesday.
- 4- Chip Seal projects by Poe will commence asap upon council approval.

ORDINANCE NO. 1731

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF INTERESTS IN LAND FOR THE PURPOSE OF REALIGNING THE INTERSECTION AT BRIDGE STREET, DIAGONAL STREET AND SECOND STREET, AND PROVIDING FOR THE COST OF PROPERTY ACQUISITION AND AUTHORIZING THE INITIATION OF APPROPRIATE EMINENT DOMAIN PROCEEDINGS IN THE MANNER PROVIDED FOR BY LAW.

WHEREAS, the City is concerned for the safety and well-being of its citizens and the travelling public that come to the City; and

WHEREAS, the intersection at Bridge Street, Diagonal Street, and Second Street has been determined to be the most dangerous intersection in the City with the highest number of accidents and collisions; and

WHEREAS, the City has developed a planned revision to that intersection and has held public meetings to get input from the community and specifically with the businesses that are near and/or front the intersection and would be affected by this revision; and

WHEREAS, the City has had the opportunity to obtain funding that could save the City over \$200,000; but due to the delays caused by certain stakeholders the City now faces the increase in expenses; and

WHEREAS, though the City is conducting negotiations with the property owners and those who have legal interests, the City believes it to be prudent to adopt this ordinance authorizing condemnation in the event there are further delays that can or will increase expenses to the City; and

WHEREAS, the City has provided notice to the affected property owners and those who have legal interests, of this final action authorizing condemnation as required by RCW 8.25.290.

NOW, THEREFORE, the City Council of the City of Clarkston does ordain as follows:

SECTION 1.0

The lands and property rights within the City of Clarkston, Asotin County, Washington, described in Exhibit 1 (the project map for the Bridge Street Diagonal Street Second Street Intersection Improvement project) to this Ordinance and incorporated herein, are necessary for the public use and purpose of constructing and revising the intersection of Bridge Street, Diagonal Street, and Second Street. Such lands and property rights are hereby condemned, appropriated and taken for such public use and purposes, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

SECTION 2.0

The expense of acquiring said property rights shall be paid from the Bridge St. Diagonal St. Second St. Intersection Improvement project funding provided through Washington State and the federal government.

SECTION 3.0

The City Attorney or designee is authorized and directed to begin and prosecute legal proceedings in the manner provided by law to purchase, condemn, take, appropriate, and otherwise acquire the lands and other property rights and privileges necessary to carry out the purposes of this Ordinance.

SECTION 4.0

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 5.0

EFFECTIVE DATE

This ordinance shall take effect FIVE (5) days after its passage, approval, and publication.

Passed by the Clarkston City Council at a regular meeting thereof this 27th day of May, 2025.

Monika Lawrence, Mayor

Approved as to Form:

Suzanne "Suni" Hanson, City Attorney

Attest:

Rachel Frost, City Clerk

Date of Publication: _____

City of

CLARKSTON, WA

BRIDGE ST / DIAGONAL ST / 2ND ST INTERSECTION

IMPROVEMENTS

RIGHT-OF-WAY PLANS

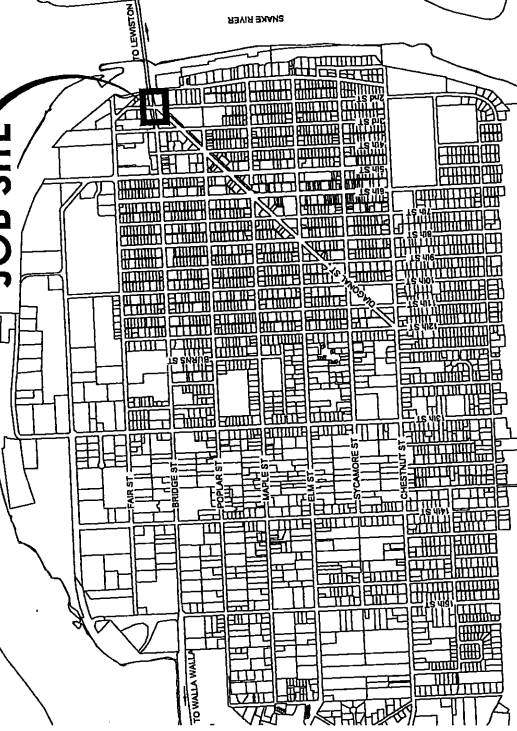
SHEET INDEX

- 1 - COVER SHEET
- 2 - TOTAL OWNERSHIP MAP
- 3 - ROW PLAN



SNAKE RIVER

JOB SITE



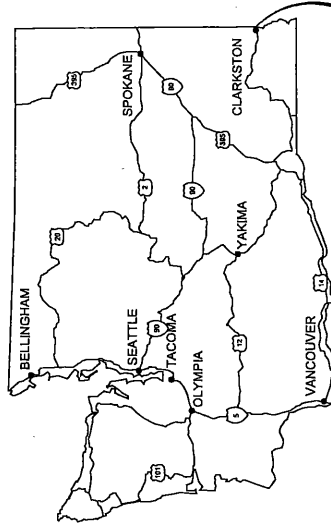
VICINITY MAP
A3 N.T.S.

OWNER
CITY OF CLARKSTON
823 5th STREET
CLARKSTON, WA 98403
CONTACT: KEN POOLE, P.E.
PHONE: 509.759.5541

CIVIL ENGINEER
KELLER ASSOCIATES, INC.
733 5th STREET, SUITE A
CLARKSTON, WA 98403
CONTACT: STILLMAN NORTON, P.E.
PHONE: 509.295.5095



NORTHWEST UTILITY
NOTIFICATION CENTER



PROJECT
LOCATION

LOCATION MAP
A1 N.T.S.



NO.	REVISIONS	DATE

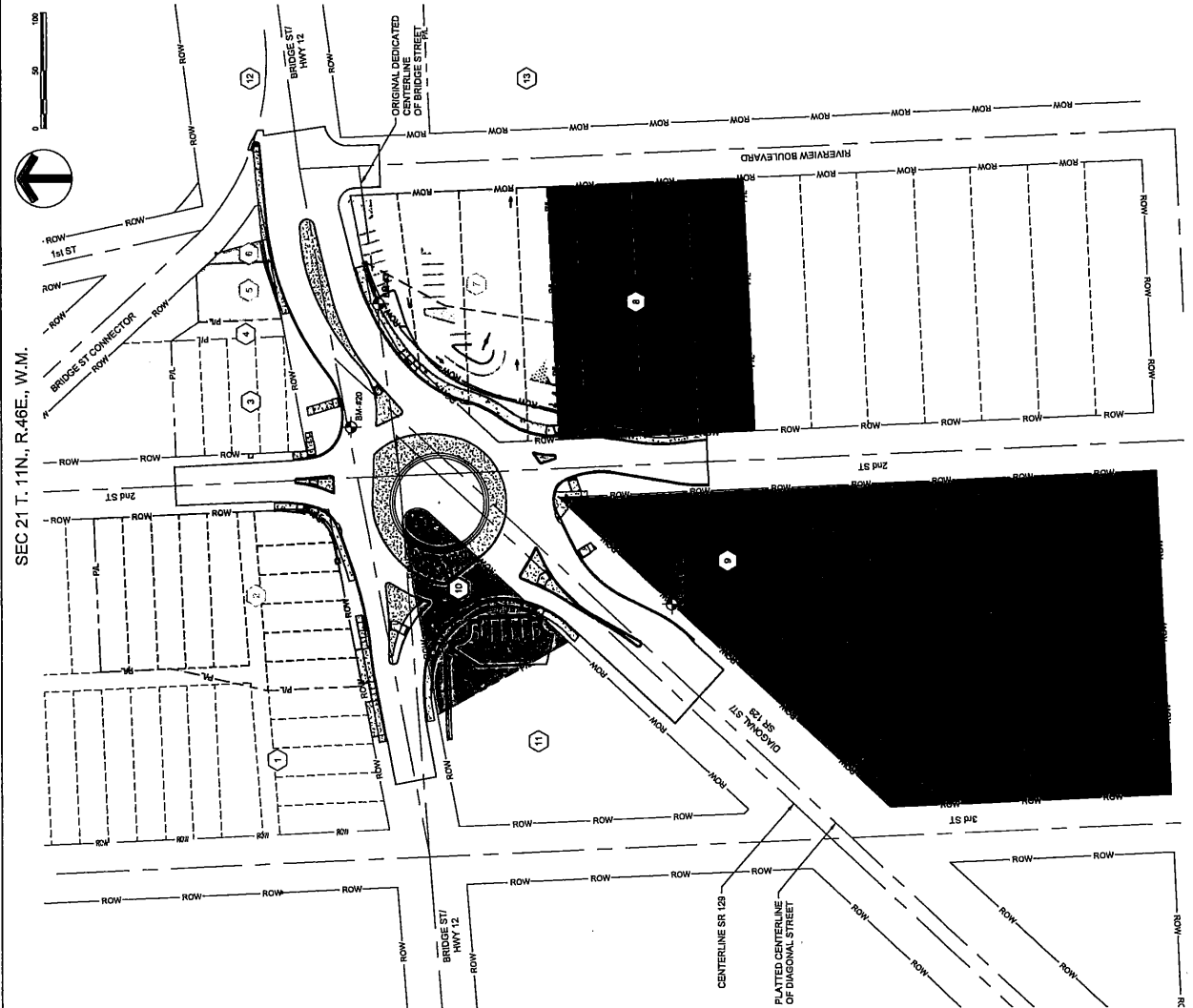
This document is the property of Keller Associates, Inc. and shall not be copied or used in any way without the written authorization of Keller Associates, Inc.

City of Clarkston

BRIDGE ST / DIAGONAL ST / 2ND ST
INTERSECTION IMPROVEMENTS
HIPUS-HSIP-STPUS-9902(036)

COVER SHEET

DRAWN: —	CHECK: —
VERIFY SCALE: Scales based on 22"x34" prints.	
1:1/2" = 1'00"	
PROJECT NO.	PAGE
219135	1
SHEET NO.	



BENCHMARKS

#1 MAG VERTICAL BM	#3 MAG HORIZ BM
N 415532.12	N 415424.02
E 2512792.88	E 2512792.88
EL. 751.19	EL. 751.19
#20 MAG HORIZ BM	#1133 MAG HORIZ BM
N 415448.19	N 415192.71
E 2512518.20	E 2512518.20
EL. 751.16	EL. 751.16
#1140 MAG HORIZ BM	#839 UNKNOWN MONUMENT
N 415328.55	N 415328.2170
E 2512693.85	E 2511655.2802
EL. 786.51	EL. 786.2540

SURVEYOR'S NOTE:

HORIZONTAL DATUM: THE HORIZONTAL DATUM FOR THIS PROJECT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD83) WASHINGTON STATE PLANE COORDINATE SYSTEM (SOUTH ZONE). GEOD MODEL 128. ALL WASHINGTON STATE PLANE COORDINATES SYSTEM (SOUTH ZONE) WERE MODIFIED USING A COMBINED SCALE FACTOR OF 0.99818714.

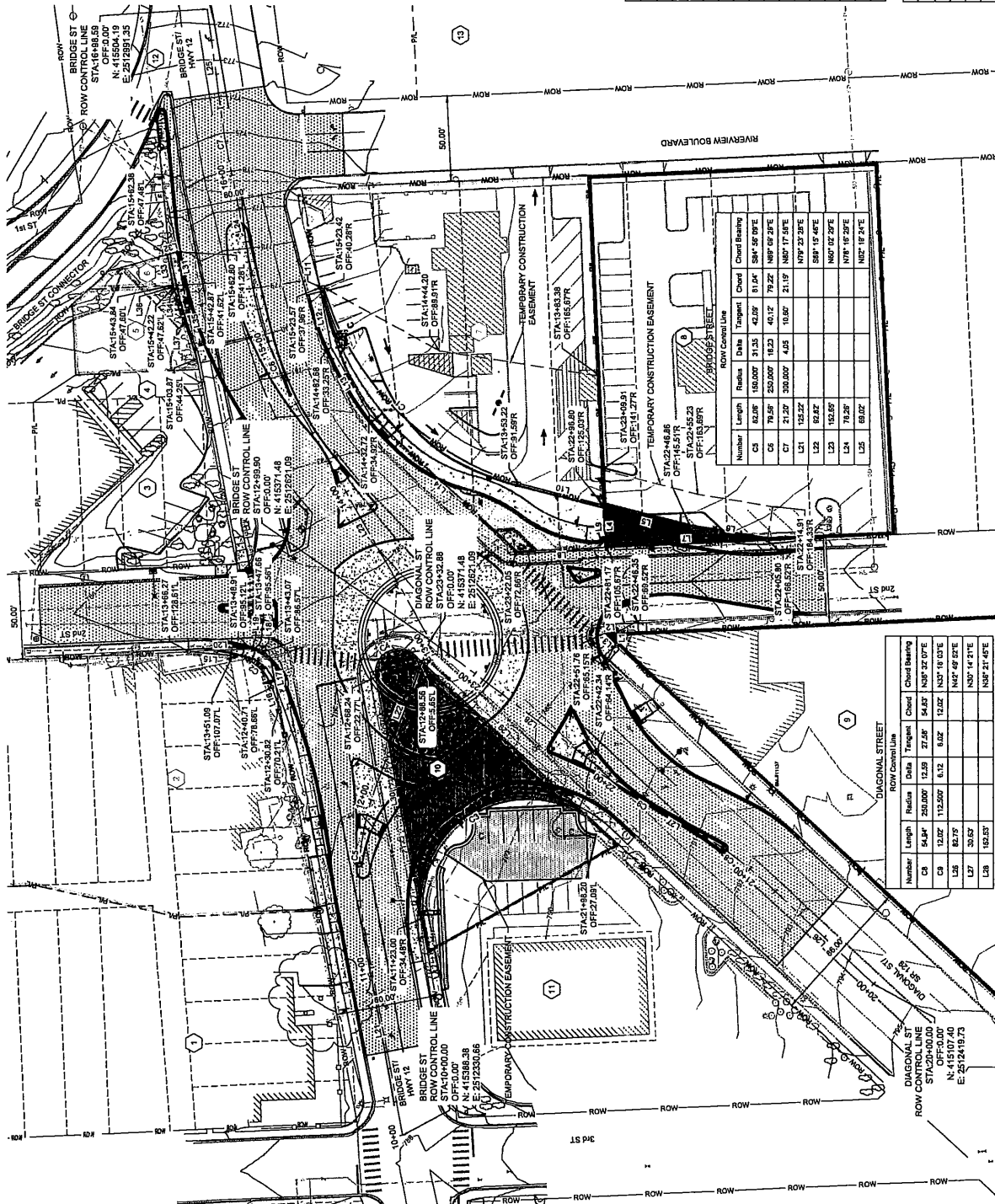
VERTICAL DATUM: THE VERTICAL DATUM FOR THIS PROJECT IS NATIONAL GEODETIC DATUM 1988 (NAD88).

TOTAL OWNERSHIP										
PARCEL NO.	PARCEL I.D. NO.	RECORD OWNER	TOTAL OWNERSHIP ACCESSAGE	RIGHT OF WAY		REMAINDER		REQUIRED EASEMENT		
				R/W REQD AC	EXISTING R/W AC	LEFT AC	RIGHT AC	PERM. AC	TEMP. AC	
* 1	8001470470000000	PERSONAL SUCCESS LTD CO	1.67	0.000	0.000	0.000	0.000	0.000	0.000	
2	1001470400010000	HAPPY DAY CORP	0.68	271.00 SF	0.000	0.674	0.000	0.000	0.000	
3-4 5-6	1001470400020000 1102000000000000 1102000000000000	COMMUNITY BANK	0.38	254.00 SF	0.000	0.084	0.000	0.000	0.000	
7	100132001300010000	MATTHEW WILLIAMS	0.53	0.10	0.000	0.000	0.435	0.000	0.210	
8										
9										
10										
* 11	1102000010000000	UNITED STATES ARMY CORPS OF ENGINEERS	24.33	0.000	0.000	0.000	0.000	0.000	0.000	
* 12	1005000000010000	UNITED STATES ARMY CORPS OF ENGINEERS	1.43	0.000	0.000	0.000	0.000	0.000	0.000	

INFORMATION ONLY

**WSDOT PERPETUAL EASEMENT RESERVED FOR HIGHWAY 72 ROADWAY MAINTENANCE

SEC 21 T. 11N., R. 46E., W.M.



PARCEL NO.	RECORD OWNER
1	PERSONAL SUCCESS LTD CO
2	HAPPY DAY CORP
3	COMMUNITY BANK
4	COMMUNITY BANK
5	COMMUNITY BANK
6	COMMUNITY BANK
7	KATHLEEN WILLIAMS

NO.	REVISIONS	DATE
1	UNITED STATES ARMY CORPS OF ENGINEERS	
2	UNITED STATES ARMY CORPS OF ENGINEERS	

INFORMATION ONLY
**WSDOT PERMITAL EASEMENT RESERVED FOR
HIGHWAY 12 ROADWAY MAINTENANCE

City of Charleston

Line #	Length	Direction
1	6.71	S89°55'44"W
2	6.69	S2°22'59"E
3	8.46	N42°27'06"E
4	24.88	N87°35'18"E
5	53.87	S14°05'52"W
6	46.13	S9°12'20"W
7	96.87	N2°22'20"W
8	32.54	N2°22'20"W
9	24.88	S87°35'18"W
10	52.82	S14°05'52"W
11	3.32	S10°34'06"E
12	55.34	S89°55'44"E
13	45.89	N68°55'06"E
14	115.12	N42°27'06"E
15	28.35	N5°12'38"E

Curve #	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	175.00	173.46	56.33	95.85	153.77	S44°59'17"W
C2	31.79	28.02	64.88	17.42	30.09	N47°41'41"E
C3	144.59	84.00	126.48	135.53	115.74	N32°06'18"W
C4	34.58	14.50	14.30	42.05	28.37	S59°08'17"E

Line #	Length	Direction
1	6.71	N70°12'51"E
2	24.52	S77°15'43"W
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7	144.15	N77°15'43"E
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9	6.22	S10°35'41"E
10	16.54	N77°35'37"E
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BRIDGE ST / DIAGONAL ST / 2ND ST
INTERSECTION IMPROVEMENTS
HIPS-HSIP-STPUS-9902(036)

ROW PLAN

DRAWN: CHECK:
VERIFY SCALE: Stalled
based on 22"x34" print.

PROJECT NO.: 2512419.73
SHEET NO.: 3

DATE: 12/27/2022

BY: E. 2512419.73

FOR: CITY OF CHARLESTON

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SHEET NO.: 3

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PROJECT NO.: 2512419.73
SHEET NO.: 3

DATE: 12/27/2022

BY: E. 2512419.73

FOR: CITY OF CHARLESTON

PROJECT NO.: 2512419.73
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DATE: 12/27/2022

BY: E. 2512419.73

FOR: CITY OF CHARLESTON

PROJECT NO.: 2512419.73
SHEET NO.: 3

DATE: 12/

CITY OF CLARKSTON

SPECIAL EVENTS PERMIT APPLICATION



City of Clarkston

829 Fifth Street, Clarkston, WA 99403

RECEIVED
5/9/25

	The purpose of this form is for events within the City of Clarkston that meet the special events/special use definitions, or as determined by the Clarkston Municipal Code.	Date: IN-PERSON - VL 4/29/2025 10:45AM
1	Applicant: Bob Kesler	Phone: 208-848-6670
	Address: 402 Warner Ave.	City: Lewiston
	e-mail: Bob.Kesler@hotmail.com	State, Zip: ID 83501
	Contact Person: Bob Kesler	Phone: 208-848-6670
	Address: 402 Warner Ave	City: Lewiston
	e-mail: Bob.Kesler@hotmail.com	State, Zip: ID 83501
	Sponsoring Organization: Cruzin' to Clarkston Car Show	Phone:
	Address: 601 3rd St. #262	City: Clarkston
Website:	State, Zip: WA 99403	
2	Event Title: Cruzin' to Clarkston Car Show	
	Description: Annual car show as a fundraiser for the Astoria County Food Bank	
	Will City Services be requested for street closure: ☒ YES ☐ NO	
	Date(s) of Event: 6/28/2025 From: 7:00 AM/PM TO: 1:30 AM/PM	
	Event Location: 6th street Ages of Attendees: 18-80 Total Attendance: 130	
Is this an Annual Event? yes How many years have you held this event? 23		

Site Plan/Route Map

3

Provide a plan or map of the entire event venue with the items listed below including streets. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.

- The location of fencing, barriers, and barricades. Indicate any removable fencing for emergency access.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and temporary structures.
- A detailed plan of food booths and cooking area configurations; including booth identification of all vendors cooking with flammable gases or barbeque.
- Generator locations or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tent structures.
- Locations of fire extinguishers.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

Entertainment and Related Activities

4

YES NO

☒☐

Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedules.

☒☐

Number of Stages 0 Number of Performers/Bands 1

Will Sound amplification be used? If yes, Start /time 9 Am Finish/Time 1 Pm

☐☐

Other related entertainment and related activities not listed above?

If yes, describe:

☐☒

Will items such as inflatables, lasers, banners, or decorations, present unique liability issues?

5

YES NO

☐☒

Is this an event involving political or religious activity intended primarily for the Communication or expression of ideas?

Food Concessions or Preparation

A business license is required for the sale of goods or services in the City of Clarkston.

6

YES NO

☐ ☒

Does your event include food concessions or preparation?
If yes, describe how food will be served and/or prepared: check

YES NO

☐ ☒

Will food be cooked in the event area?
If yes, specify method:

☐ Gas ☐ Electric ☐ Charcoal ☐ Other _____

Concessionaires

YES NO

☐ ☒

Will items or services be sold at your event?
If yes, describe and attach a complete list of Vendors:

YES NO

☐ ☒

Will items or services sold at your event present unique liability issues
(e.g, massage, body piercing, animal rides, etc.)
If yes, describe and attach a complete list of vendors.

7

Portable Toilets

YES NO

☒ ☐

Do you plan to provide portable toilet facilities at your event?

If yes: Total number of portable toilets 2

Number of ADA accessible portable toilets 2

If no, explain: _____

Portable Toilet Co. Kings Throne

Equipment Setup: Date: _____ Time: _____

Equipment Pickup: Date: _____ Time: _____

8	Additional charges for dumpster rental and disposal fees may apply. Number of Dumpsters <u>0</u>
9	Mitigation of Impact YES NO ☐ ☐ Have you met with residents, businesses, places of worship, schools, and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: <i>This is a yearly event for the last 22 years</i> ☒ ☐ Do you have a sample of the notice that you will distribute prior to your event? If yes, please attach. <i>currently at the print shop.</i>
10	Business or Resident Petition YES NO ☒ ☐ Do you intend to close off any road or access to a business or Residence? If yes, all businesses or residential property owners or lessees within the road Closure shall give their acknowledgement in writing to the person or organization seeking the permit. The name, address, phone number, signature and approval or disapproval of each person shall be on the petition. Please attach a complete petition of all businesses or residences with the closure area. Important: A separate right-of-way permit is required for road closures.

11	Insurance Requirements Liability insurance naming the City of Clarkston as an additional insured may be required for events as deemed necessary by the Clerk Treasurer or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the event date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The certificate of insurance shall include the following items: location of event; type of event; separate endorsement sheet; date(s) of coverage.
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Affidavit of Application

12 I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clarkston Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council, Clerk/Treasurer, or the Clerk/Treasurer's designee. Applicant agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees in connection with or occasioned, in or whole or in part by any act or omission of Applicant, its officers, agents, employees, customers, or licenses, or arising from or out of Applicant's failure to comply with any provisions of this permit, regardless whether it is alleged or proven that the acts or omissions of the City, its officers, agents or employees caused or contributed thereto.

With respect to the performance of this Permit, and as to claims against the City, its officers, agents and employees, the Applicant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Clarkston.

Print Name of Responsible Person: Bob Kessler

Signature: Bob Kessler

Date: 4/29/2025

FOR OFFICIAL USE ONLY

Approved by: Police _____ Fire _____ Public Works MD

Clerk Treasurer _____ Council _____

Permit Detained /Denied for the following reasons: _____

Approval with the following Conditions: _____

RECEIVED
5/13/25
VIA EMAIL

CITY OF CLARKSTON
SPECIAL EVENTS PERMIT APPLICATION



City of Clarkston

829 Fifth Street, Clarkston, WA 99403

	The purpose of this form is for events within the City of Clarkston that meet the special events/special use definitions, or as determined by the Clarkston Municipal Code.	Date: May 13, 2025
1	Applicant: Community Spirit / Pyro Spectaculars North, Inc.	Phone: (509) 467-9282
	Address: P.O. Box 155	City: Mead
	e-mail: cgrant@pyrospec.com	State, Zip: WA 99021
	Contact Person: Brian Nutley - Pyro	Phone: (509) 844-3005
	Address: P.O. Box 155	City: Mead
	e-mail: b_nutley@live.com	State, Zip: WA 99021
	Sponsoring Organization: Community Spirit c/o American Insurance	Phone: (208) 305-1642
	Address: 55 Southway Ave	City: Lewiston
Website:	State, Zip: ID 83501	
2	Event Title: Community Spirit 4th of July Celebration	
	Description: Fireworks Display	
	Will City Services be requested for street closure: ☒ YES ☐ NO	
	Date(s) of Event: July 4, 2025 From: 9:30 AM/PM TO: 11:00 AM/PM	
	Event Location: Adams field Ages of Attendees: 1-90+ Total Attendance: 50+ Clarkston HS Baseball Field	
Is this an Annual Event? Yes How many years have you held this event? 40+		

3	Site Plan/Route Map	
	Provide a plan or map of the entire event venue with the items listed below including streets. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. • The location of fencing, barriers, and barricades. Indicate any removable fencing for emergency access. • The location of first aid facilities and ambulances. • The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and temporary structures. • A detailed plan of food booths and cooking area configurations; including booth identification of all vendors cooking with flammable gases or barbeque. • Generator locations or source of electricity. • Placement of vehicles and/or trailers. • Exit locations for outdoor events that are fenced and/or locations within tent structures. • Locations of fire extinguishers. • Identification of all event components that meet accessibility standards. • Other related event components not listed above.	
4	Entertainment and Related Activities	
	YES NO ☐ ☒ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedules. ☐ ☒ Number of Stages _____ Number of Performers/Bands _____ Will Sound amplification be used? If yes, Start /time _____ Finish/Time _____ ☒ ☐ Other related entertainment and related activities not listed above? If yes, describe: Fireworks Display ☐ ☒ Will items such as inflatables, lasers, banners, or decorations, present unique liability issues?	
5	YES NO ☐ ☒ Is this an event involving political or religious activity intended primarily for the Communication or expression of ideas?	

Food Concessions or Preparation

A business license is required for the sale of goods or services in the City of Clarkston.

6

YES NO

☐☒

Does your event include food concessions or preparation?

If yes, describe how food will be served and/or prepared:

YES NO

☐☒

Will food be cooked in the event area?

If yes, specify method:

☐

Gas

☐

Electric

☐

Charcoal

☐

Other

Concessionaires

YES NO

☐☒

Will items or services be sold at your event?

If yes, describe and attach a complete list of Vendors:

YES NO

☐☒

Will items or services sold at your event present unique liability issues
(e.g, massage, body piercing, animal rides, etc.)

If yes, describe and attach a complete list of vendors.

Portable Toilets

7

YES NO

☐☒

Do you plan to provide portable toilet facilities at your event?

If yes: Total number of portable toilets

Number of ADA accessible portable toilets

If no, explain:

Portable Toilet Co.

Equipment Setup:

Date:

Time:

Equipment Pickup:

Date:

Time:

8	Additional charges for dumpster rental and disposal fees may apply. Number of Dumpsters _____
9	Mitigation of Impact YES NO ☐ ☒ Have you met with residents, businesses, places of worship, schools, and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: ☐ ☒ Do you have a sample of the notice that you will distribute prior to your event? If yes, please attach.
10	Business or Resident Petition YES NO ☐ ☒ Do you intend to close off any road or access to a business or Residence? If yes, all businesses or residential property owners or lessees within the road Closure shall give their acknowledgement in writing to the person or organization seeking the permit. The name, address, phone number, signature and approval or disapproval of each person shall be on the petition. Please attach a complete petition of all businesses or residences with the closure area. Important: A separate right-of-way permit is required for road closures.

11	Insurance Requirements Liability insurance naming the City of Clarkston as an additional insured may be required for events as deemed necessary by the Clerk Treasurer or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the event date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The certificate of insurance shall include the following items: location of event; type of event; separate endorsement sheet; date(s) of coverage.
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Affidavit of Application

12

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clarkston Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council, Clerk/Treasurer, or the Clerk/Treasurer's designee.

Applicant agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees in connection with or occasioned, in or whole or in part by any act or omission of Applicant, its officers, agents, employees, customers, or licenses, or arising from or out of Applicant's failure to comply with any provisions of this permit, regardless whether it is alleged or proven that the acts or omissions of the City, its officers, agents or employees caused or contributed thereto.

With respect to the performance of this Permit, and as to claims against the City, its officers, agents and employees, the Applicant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of any employee of the Applicant.

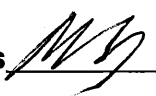
I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Clarkston.

Print Name of Responsible Person: Cindi Grant - PSNI-Office Administrator

Signature: Cindi Grant

Date: May 13, 2025

FOR OFFICIAL USE ONLY

Approved by: Police _____ Fire _____ Public Works 

Clerk Treasurer _____ **Council** _____

Permit Detained /Denied for the following reasons: _____

Approval with the following Conditions: _____

BID SCHEDULE

Poe Asphalt

BASE BID						
INCLUDE SALES TAX IN ALL BID ITEMS						
2025-2024 STREET MAINTENANCE PROJECT						
ITEM NO.	WSDOT Std. Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
SEAL COAT ITEMS						
1	1	PROJECT MOBILIZATION	1	L.S.	\$ 12,000.00	\$ 12,000.00
Unit Price In Words:			Twelve thousand dollars & zero cents -----			
2	5296	CRS-2P	104 54	TON	\$ 867.00	\$ 46,818.00
Unit Price In Words:			Eight hundred sixty seven dollars & zero cents -----			
3	5436	FURNISHING & PLACING CRUSHED SCREENING 1/2 TO NO. 4	405 900	TON	\$ 105.00	\$ 42,525.00
Unit Price In Words:			One hundred five dollars & zero cents -----			
4	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 18,000.00	\$ 18,000.00
Unit Price In Words:			Eighteen thousand dollars & zero cents -----			
TOTAL SEAL COAT : \$ 119,343.00						
ASPHALT OVERLAY						
5	5739	HMA FOR PAVEMENT REPAIR, CL 1/2", 0.13' (1-1/2") DEPTH	750 1950	TON	\$ 118.00	\$ 88,500.00
Unit Price In Words:			One hundred eighteen dollars & zero cents -----			
6	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00
Unit Price In Words:			Ten thousand dollars & zero cents -----			
TOTAL ASPHALT OVERLAY : \$ 98,500.00						
TOTAL BASE BID PRICE (Including Sales Tax) : \$217,843.00						

BID SCHEDULE

Herco Inc.

BASE BID						
INCLUDE SALES TAX IN ALL BID ITEMS						
2025 STREET MAINTENANCE PROJECT						
ITEM NO.	WSDOT Std. Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
SEAL COAT ITEMS						
1	1	PROJECT MOBILIZATION	1	L.S.	\$14,000.00	\$ 14,000.00
		Unit Price In Words:	Fourteen Thousand dollars and no/100			
2	5296	CRS-2P	54104	TON	\$ 1,095.00	\$ 59,130.00
		Unit Price In Words:	One Thousand, Ninty-Five dollars and no/100			
3	5436	FURNISHING & PLACING CRUSHED SCREENING 1/2 TO NO. 4	405	TON	\$ 55.00	\$ 22,275.00
		Unit Price In Words:	Fifty-Five dollars and no/100			
4	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 25,500.00	\$ 25,500.00
		Unit Price In Words:	Twenty-Five Thousand, Five Hundred dollars & no/100			
TOTAL SEAL COAT					:\$	120,905.00
ASPHALT OVERLAY						
5	5739	HMA FOR PAVEMENT REPAIR, CL 1/2", 0.13' (1-1/2") DEPTH	750	TON	\$ 130.00	\$ 97,500.00
		Unit Price In Words:	One Hundred Thirty dollars and no/100			
6	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 17,000.00	\$ 17,000.00
		Unit Price In Words:	Seventeen Thousand dollars and no/100			
TOTAL ASPHALT OVERLAY					:\$	114,500.00
TOTAL BASE BID PRICE (Including Sales Tax)					:\$	235,405.00

NOTICE OF AWARD

Date of Issuance: 5/27/2025

Owner: City of Clarkston

DOE Grant No.: WQC-2025-CLARKS-00060

Engineer: Keller Associates, Inc.

Engineer's Project No.: 221146-000

Project: 2021 Stormwater Improvements

Contract Name:

Bidder: Liberty Northwest Construction

Bidder's Address: 3448 N. Huetter Rd

Coeur d'Alene, ID 83814

TO BIDDER:

You are notified that Owner has accepted your Bid dated 5/21/2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2021 Clarkston Stormwater Improvement

The Contract Price of the awarded Contract is: \$ 2,324,096.00 *subject to unit prices*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

Item no	Description	Quantity	Debco		ML Albright		Liberty NW	
			Unit price	Amount	Unit price	Amount	Unit price	Amount
1.1	Demo	1	\$ 50,000.00	\$ 50,000.00	\$ 72,200.00	\$ 72,200.00	\$ 125,019.00	\$ 125,019.00
1.2	Curb and gutter	3910	\$ 65.00	\$ 254,150.00	\$ 89.50	\$ 349,945.00	\$ 38.00	\$ 148,580.00
1.3	SDP 12"	2950	\$ 90.00	\$ 265,500.00	\$ 107.00	\$ 315,650.00	\$ 51.00	\$ 150,450.00
1.4	Monitoring port	32	\$ 1,250.00	\$ 40,000.00	\$ 889.00	\$ 28,448.00	\$ 501.00	\$ 16,032.00
1.5	SB-1	1	\$ 43,750.00	\$ 43,750.00	\$ 35,000.00	\$ 35,000.00	\$ 17,577.00	\$ 17,577.00
1.6	SB-2	1	\$ 17,500.00	\$ 17,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,590.00	\$ 5,590.00
1.7	SB-3	1	\$ 30,625.00	\$ 30,625.00	\$ 27,100.00	\$ 27,100.00	\$ 11,733.00	\$ 11,733.00
1.8	SB-4A-1	1	\$ 39,375.00	\$ 39,375.00	\$ 31,500.00	\$ 31,500.00	\$ 13,929.00	\$ 13,929.00
1.9	SB-4A-2	1	\$ 39,375.00	\$ 39,375.00	\$ 31,500.00	\$ 31,500.00	\$ 14,205.00	\$ 14,205.00
1.10	SB-4B	1	\$ 39,375.00	\$ 39,375.00	\$ 29,560.00	\$ 29,560.00	\$ 14,336.00	\$ 14,336.00
1.11	SB-4C	1	\$ 28,000.00	\$ 28,000.00	\$ 17,500.00	\$ 17,500.00	\$ 6,536.00	\$ 6,536.00
1.12	SB-5	1	\$ 122,500.00	\$ 122,500.00	\$ 92,800.00	\$ 92,800.00	\$ 42,000.00	\$ 42,000.00
1.13	SB-6	1	\$ 122,500.00	\$ 122,500.00	\$ 85,100.00	\$ 85,100.00	\$ 43,473.00	\$ 43,473.00
1.14	SB-7	1	\$ 148,750.00	\$ 148,750.00	\$ 101,500.00	\$ 101,500.00	\$ 51,832.00	\$ 51,832.00
1.15	SB-8	1	\$ 112,875.00	\$ 112,875.00	\$ 76,500.00	\$ 76,500.00	\$ 37,567.00	\$ 37,567.00
1.16	SB-9	1	\$ 75,250.00	\$ 75,250.00	\$ 57,800.00	\$ 57,800.00	\$ 28,759.00	\$ 28,759.00
1.17	SB-10	1	\$ 91,000.00	\$ 91,000.00	\$ 71,700.00	\$ 71,700.00	\$ 36,453.00	\$ 36,453.00
1.18	SB-11A	1	\$ 58,625.00	\$ 58,625.00	\$ 39,100.00	\$ 39,100.00	\$ 18,420.00	\$ 18,420.00
1.19	SB-11B	1	\$ 43,750.00	\$ 43,750.00	\$ 33,900.00	\$ 33,900.00	\$ 15,943.00	\$ 15,943.00
1.20	SB-12A	1	\$ 56,875.00	\$ 56,875.00	\$ 37,900.00	\$ 37,900.00	\$ 16,527.00	\$ 16,527.00
1.21	SB-12B	1	\$ 42,875.00	\$ 42,875.00	\$ 36,400.00	\$ 36,400.00	\$ 16,557.00	\$ 16,557.00
1.22	SB-13A	1	\$ 63,000.00	\$ 63,000.00	\$ 43,100.00	\$ 43,100.00	\$ 20,475.00	\$ 20,475.00
1.23	SB-13B	1	\$ 87,500.00	\$ 87,500.00	\$ 57,000.00	\$ 57,000.00	\$ 26,117.00	\$ 26,117.00
1.24	SB-15A	1	\$ 39,375.00	\$ 39,375.00	\$ 32,000.00	\$ 32,000.00	\$ 14,120.00	\$ 14,120.00
1.25	SB-15B	1	\$ 39,375.00	\$ 39,375.00	\$ 32,000.00	\$ 32,000.00	\$ 13,973.00	\$ 13,973.00
1.26	SB-14-16A	1	\$ 118,125.00	\$ 118,125.00	\$ 55,400.00	\$ 55,400.00	\$ 21,597.00	\$ 21,597.00
1.27	SB-16B	1	\$ 23,625.00	\$ 23,625.00	\$ 62,000.00	\$ 62,000.00	\$ 6,614.00	\$ 6,614.00
1.28	SB-17A	1	\$ 87,500.00	\$ 87,500.00	\$ 65,100.00	\$ 65,100.00	\$ 33,826.00	\$ 33,826.00
1.29	SB-17B	1	\$ 91,875.00	\$ 91,875.00	\$ 70,100.00	\$ 70,100.00	\$ 33,335.00	\$ 33,335.00
1.30	SB-18	1	\$ 37,625.00	\$ 37,625.00	\$ 21,700.00	\$ 21,700.00	\$ 11,199.00	\$ 11,199.00
1.31	SB-19A	1	\$ 52,500.00	\$ 52,500.00	\$ 48,700.00	\$ 48,700.00	\$ 24,403.00	\$ 24,403.00
1.32	SB-19B	1	\$ 74,375.00	\$ 74,375.00	\$ 52,500.00	\$ 52,500.00	\$ 26,366.00	\$ 26,366.00
1.33	SB-20	1	\$ 36,750.00	\$ 36,750.00	\$ 20,200.00	\$ 20,200.00	\$ 9,134.00	\$ 9,134.00
1.34	SB-21	1	\$ 38,500.00	\$ 38,500.00	\$ 28,500.00	\$ 28,500.00	\$ 13,407.00	\$ 13,407.00
1.35	SB-22	1	\$ 43,750.00	\$ 43,750.00	\$ 30,400.00	\$ 30,400.00	\$ 13,079.00	\$ 13,079.00
1.36	SB-23	1	\$ 50,750.00	\$ 50,750.00	\$ 51,700.00	\$ 51,700.00	\$ 24,698.00	\$ 24,698.00
1.37	Type 1 BC	83	\$ 2,300.00	\$ 190,900.00	\$ 2,450.00	\$ 203,350.00	\$ 2,204.00	\$ 182,932.00
1.38	48" catch MH	46	\$ 3,000.00	\$ 138,000.00	\$ 8,750.00	\$ 402,500.00	\$ 5,109.00	\$ 235,014.00
1.39	Pipe burst 6"	125	\$ 190.00	\$ 23,750.00	\$ 400.00	\$ 50,000.00	\$ 346.00	\$ 43,250.00
1.40	Concrete Sidewalk	4	\$ 400.00	\$ 1,600.00	\$ 450.00	\$ 1,800.00	\$ 221.00	\$ 884.00
1.41	HMA patching	2650	\$ 100.00	\$ 265,000.00	\$ 105.00	\$ 278,250.00	\$ 88.00	\$ 233,200.00
1.42	ADA ramp	4	\$ 3,200.00	\$ 12,800.00	\$ 3,600.00	\$ 14,400.00	\$ 1,558.00	\$ 6,232.00
1.43	Traffic control	1	\$ 88,000.00	\$ 88,000.00	\$ 92,500.00	\$ 92,500.00	\$ 85,478.00	\$ 85,478.00
1.44	Erosion Control	1	\$ 17,000.00	\$ 17,000.00	\$ 35,300.00	\$ 35,300.00	\$ 9,798.00	\$ 9,798.00
1.45	Shoring	7570	\$ 7.00	\$ 52,990.00	\$ 6.00	\$ 45,420.00	\$ 3.50	\$ 26,495.00
1.46	Mobilization	1	\$ 370,000.00	\$ 370,000.00	\$ 372,600.00	\$ 372,600.00	\$ 192,615.00	\$ 192,615.00
1.47	Drywell	1	\$ 7,500.00	\$ 7,500.00	\$ 10,600.00	\$ 10,600.00	\$ 4,241.00	\$ 4,241.00
			\$ 3,774,815.00		\$ 3,763,223.00		\$ 2,144,000.00	
			\$ 358,607.43		<-9.5% tax \$ 316,110.73		<-8.4% tax \$ 180,096.00	
			\$ 4,133,422.43		\$ 4,079,333.73		\$ 2,324,096.00	
							<-8.4% tax	

June 2025

Letter to U.S. Senate Committee on Commerce, Science, and Transportation

Leadership office Addresses

Dear Chair Cruz and Ranking Member Cantwell:

Letter to U.S. House Committee on Transportation and Infrastructure

Leadership Office Addresses

Dear Chair Graves, Ranking Member Larsen, Chair Webster, and Ranking Member Titus:

As Congress pursues legislation investing in infrastructure, fostering continued economic development, and facilitating a more resilient transportation network, freight railroads are a key part of the solution. Every ton of freight moved by rail strengthens the economy, supports jobs, and saves taxpayers money.

Freight railroads invest private capital into maintaining and upgrading their infrastructure and technology across 135,000 track miles nationwide while other modes require taxpayer assistance. Freight railroads have spent more than \$830 billion on locomotives, freight cars, tracks, bridges, tunnels, and other equipment and technology since 1980. This equates to 39 cents of every dollar earned.

Private investment correlates directly with safety. The rail employee injury rate in 2023 was at an all-time low, and the train accident and hazmat accident rates are down 30% and 75%, respectively, since 2000.

Moreover, because a train can carry the load of several hundred trucks, railroads ease burdens on the nation's highways and bridges while also reducing congestion and emitting 75% fewer greenhouse gas emissions per ton-mile. As the greenest way to move freight over land, railroads account for approximately 40% of U.S. intercity freight while emitting less than 2% of transportation-related emissions.

In short, freight railroads are essential to the nation with freight demand expected to rise 50% by 2050. As such, the undersigned individuals and organizations believe any infrastructure package must enable continued, robust private-sector investment in freight rail.

When considering infrastructure legislation, Congress should include the following policies:

- **Prioritize Safety and Performance Through Innovation.** Congress should ensure any measure dealing with railroad operations addresses a specific need and is supported by sound data. New measures for future implementation by USDOT should be performance-based and avoid prescriptive operational requirements. Outdated rules and practices limit innovation and competitiveness, standing in direct conflict with the stated goals of new leaders in Washington.
- **Improve Safety Partnership Opportunities.** Increasing funding for highway-rail grade crossing projects – including through the Section 130 program and the Grade Crossing Elimination program – and discretionary grant programs would enable the public sector to improve highway safety along railroad crossings. Other programs such as INFRA, MEGA, and CRISI, are also important for successful PPPs. Moneys aimed towards the freight rail sector should enable government to partner with freight railroads to advance projects of mutual interest. Congress should increase funding for these activities.

- **Restore the Highway Trust Fund and Modal Equity.** Railroads both compete with trucking companies over freight and count them among their biggest customers. Highway congestion and deficient infrastructure hurt the supply chain. Less efficient modes of transportation receive federal subsidies in the form of artificially low fuel taxes as well as incentives to automate their operations to improve network fluidity and safety. To ensure a robust and solvent Highway Trust Fund (HTF), Congress should base HTF funding on a “user pays” principle. When general fund monies are used to pay for roads and bridges, and when heavy trucks are allowed to operate without paying the full cost of their impact, highways are incentivized for freight movement. Over time, Congress should implement a system to ensure commercial vehicles pay their full infrastructure cost, including through a mileage structure that incorporates vehicle weight.
- **Reject Economic Re-Regulation.** Balanced economic regulation that favors market principles has allowed freight railroads to continue record investment in the rail network. Congress should avoid changes to the U.S. Surface Transportation Board as part of any infrastructure bill, particularly if it included measures that would threaten rail investment and undermine the ability of railroads to help the nation meet other policy goals.
- **Support Competitive Grant Programs.** Lawmakers should pursue funding for grant programs that enable the public sector, including state and local governments, to partner with freight and passenger railroads and other modes to improve the overall fluidity of the supply chain.

Thank you for your leadership and for your continued attention to the role freight railroads play in supporting robust and sustainable economies in communities across America.

Sincerely,

CC: Members of the U.S. House Committee on Transportation and Infrastructure
Members of the U.S. Senate Committee on Commerce, Science, and Transportation

I authorize GoRail to include my name and organization on this group letter, which will be delivered to the House Committee on Transportation and Infrastructure and Senate Committee on Commerce, Science, and Transportation in advance of its mark-up of an infrastructure bill.

Monika Lawrence
Name

Mayor
Title

City of Clarkston, WA
Organization

Signature

Date

CITY ATTORNEY RETAINER AGREEMENT

I - PARTIES/EMPLOYMENT

The CITY OF CLARKSTON, WASHINGTON (CITY) agrees to retain the Law Offices of Todd S. Richardson, PLLC, and said law firm ("CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

The CITY ATTORNEY shall make every effort to perform the duties requested by the Mayor in the time frame requested by the Mayor or as expeditiously as possible. The CITY ATTORNEY agrees to keep the CITY informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

III - COMPENSATION

- A. Basic Amount: The CITY shall pay the CITY ATTORNEY an amount not to exceed \$150,000 annually to be paid in equal monthly installments of \$12,500 which retainer shall be compensation for the following legal services.
1. To attend all of the regularly scheduled workshops and meetings of the City Council each month.
 2. To attend weekly or bi-weekly staff meetings as scheduled by the Mayor.
 3. To provide legal advice to the Mayor, City Council and administrative heads of the various departments of the CITY.
 4. To prepare such ordinances, resolutions and instruments as the Mayor and City Council may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate.
 5. To act as prosecutor for the CITY in the Asotin County District Court, including preparation and/or negotiation of all municipal court cases and all appeals arising therefrom.
 6. Representation of the CITY in civil litigation, except as noted under Exceptions.
 7. Such other and further legal services as requested.
- B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$250.00 per hour, or if said services are performed by a paralegal in the CITY ATTORNEY'S office the same shall be compensated at the rate of \$125.00 per hour.

1. Time in excess of basic retainer: Any and all hours expended on legal services with the exception of prosecutorial services in excess of 40 hours per month.
- C. Time Records: In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.
- D. Billing Statement: The CITY ATTORNEY shall submit a monthly billing statement to the CITY. The billing statement shall detail the hours worked, a description of the tasks performed and reimbursable expenses. Time shall be accounted for and billed to the tenth (1/10) of the hour. The CITY ATTORNEY shall not charge for time that is excessive relative to the task or service redundant, unnecessary, or fails to provide value to the CITY commensurate with the associated fees. No premium or time added shall be charged for incorporating into the services work product from a separate engagement or undertaking. In-office conferences between attorneys of the office of the CITY ATTORNEY shall be kept at a minimum. Generally, only one attorney from the office of the CITY ATTORNEY shall appear at meetings, hearings or other proceedings unless special circumstances warrant the presence of more than one attorney.
- E. Time for Payment: The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, and the cost of travel, lodging and a pro-rata amount for tuition relating to meetings of Washington Cities Insurance Authority and the Washington State Association of Municipal Attorneys, if required by the CITY to attend. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This agreement shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts or debts issuance, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INDEMNIFICATION AND HOLD HARMLESS

- A. CITY ATTORNEY will at all times indemnify, hold harmless and defend the CITY, its elected officials, officers, employees, agents and representative, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing

indemnification), collectively referred to herein as “losses” resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of CITY ATTORNEY in performance under this Agreement.

- B. CITY will at all times indemnify and hold harmless and defend CITY ATTORNEY, its officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney’s fees (including attorney’s fees in establishing indemnification), and claims brought by third parties against CITY ATTORNEY while acting in such capacity, collectively referred to herein as “losses” resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the CITY in performance under this Agreement.

VII - INSURANCE COVERAGE

During the term of this Agreement and any extension thereof, the CITY shall provide insurance coverage for the negligent acts or omissions of the CITY through the Washington Cities Insurance Authority which shall include claims by third parties made against the CITY ATTORNEY while acting in his capacity as CITY ATTORNEY. During the term of this Agreement and any extension thereof, the CITY ATTORNEY shall provide errors and omissions and malpractice coverage with limits of not less than one million dollars.

VIII - TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement: This Agreement shall take effect on June 1, 2025 and upon full execution hereof and shall expire on or before December 31, 2025, on a monthly, pro rata basis, with the option to renew.
- B. Termination: Either party may terminate this Agreement for good cause upon 60 days written notice to the other party.
- C. Payment Upon Termination: In the event of termination, the CITY shall only be responsible to pay for all services performed by the CITY ATTORNEY to the effective date of termination, as described in the final billing statement to the CITY.

IX - OTHER PROVISIONS

- A. Compliance with Law. The CITY ATTORNEY shall perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or otherwise.
- B. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- C. Non-Waiver. The delay or failure of the CITY to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment

- of any such agreement, covenant, condition or right.
- D. Extent of Agreement/Modification. This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.
- E. Notice. Notice pursuant to this Agreement shall be given in writing to the CITY ATTORNEY to Todd Richardson, and to the CITY to Rachel Frost, City Clerk, 829 5th Street, Clarkston, WA 99403, or to such other persons and/or addresses as the CITY ATTORNEY and the CITY may designate.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- G. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Asotin County, Washington.
- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement this 27th day of May, 2025.

By _____
Todd Richardson, Attorney

CITY OF CLARKSTON

By _____
Monika Lawrence, Mayor

By _____
Rachel Frost, City Clerk