

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, OCTOBER 27, 2025**

- 1. REGULAR MEETING CALL TO ORDER: 5:30 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: October 13, 2025 Regular Meeting**
- 5. EXECUTIVE SESSION: Negotiations**
- 6. PUBLIC HEARING: 2026 Property Tax and Revenue**
- 7. COMMUNICATIONS:**
 - A. From the Public:**
 - B. From the Mayor:**
 - C. From Staff or Employees:**
- 8. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills**
 - B. Public Safety – 10/22/2025**
 - C. Public Works – 10/21/2025**
 - D. Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
- 9. UNFINISHED BUSINESS: None**
- 10. CONSENT AGENDA:**
 - A. Memorandum of Participation – FIIRE Program (Public Safety)**
 - B. Agreement for City Hall Janitorial Services, 2026 – Becki Hough (Finance/Admin)**
 - C. Agreement for Police Department Janitorial Services, 2026 – Lori Leavitt (Finance/Admin)**
 - D. Appointment to Civil Service Commission, Warren Frudd (Mayoral)**
- 11. NEW BUSINESS:**
 - A. Ordinance 1735, Amending Building Permit Fees – 1st Reading (Public Works)**
 - B. Ordinance 1736, Avista Franchise – 1st Reading (Public Works)**
 - C. Resolution 2025-14, 2026 Property Tax Levy (Finance/Admin)**
 - D. Discussion on Increasing Gambling Tax (Finance/Admin)**
- 12. COUNCIL COMMENTS:**
- 13. QUESTIONS FROM THE PRESS:**
- 14. ADJOURN:**

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

Individuals with disabilities may request reasonable accommodations by calling (509) 758-5541 at least three days prior to meeting.

Agenda, October 27, 2025

CLARKSTON CITY COUNCIL MINUTES
October 13, 2025

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

STAFF: Clerk Frost, Chief Daniel, PWD Dimmick and Attorney Richardson.

AGENDA CHANGES: Mayor Lawrence advised the appointment of an additional Lodging Tax Committee Member, Scott Stoll, to be added to the agenda as Item C under New Business.

APPROVAL OF MINUTES: Minutes of the September 22, 2025, Regular Meeting were approved as distributed.

PRESENTATION: **Lewis Clark Valley Chamber of Commerce.** Mayor Lawrence introduced Mark Losh, President/CEO of Lewis Clark Valley Chamber of Commerce, who provided a summary of his background and his vision for the valley. He plans to foster communication and collaboration between the region to foster lasting relationships built on trust.

COMMUNICATIONS:

A. From the Public: Brian Shinn, 929 Beachview Blvd

B. From the Mayor: Mayor Lawrence invited councilmembers to attend the WA Legislative Send-off Luncheon on November 18th.

C. From Staff or Employees: PWD Dimmick presented a slide show on the Transportation Benefit District (TBD) and the renewal of the TBD Levy.

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the October 13, 2025 period of \$536,438.63 and the July and August end of month \$549.50 and \$557.25, respectively. 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.

- A. Special Event Permit, 6th St Christmas Parade – Nelly Broadcasting (Public Works)**
- B. Approval of Alternative Response Grant Award, AWC (Public Safety)**
- C. Shooting Range Use Agreement, City of Lewiston (Public Safety)**
- D. Interagency Agreement, WA Traffic Safety Commission (Public Safety)**
- E. Contract for Professional Services, The Wesley Group – 2026 (Finance/Admin)**
- F. Local Agency Federal Aid Project Prospectus, 13th St Roundabout – WSDOT (Finance/Admin)**

NEW BUSINESS:

- A. Appointment of Lodging Tax Committee Member, Laurie Wilson (Mayoral)
- B. Appointment of Lodging Tax Committee Member, Kim Riddle (Mayoral)
- C. Appointment of Lodging Tax Committee Member, Scott Stoll (Mayoral)

Councilmember Albers provided an explanation on the appointment of members for the Lodging Tax Committee. MOTION BY PIERCE/VINTON to approve the appointment of Laurie Wilson, Kim Riddle and Scott Stoll to the Lodging Tax Committee. Motion Carried.

COUNCIL COMMENTS: Councilmember Peirce asked if we could add an executive session to the agenda. Attorney Richardson responded that council would have to move to amend the agenda. MOTION BY PIERCE/VINTON to move to amend the agenda to add an executive session. Motion Carried.

PRESS QUESTIONS: None.

EXECUTIVE SESSION: Mayor Lawrence advised that Council would be entering into Executive Session regarding negotiations at 6:00pm. The session is expected to last 5 minutes, and no decision will be made as a result of the meeting. At 6:05pm, a 5-minute extension was requested. At 6:10pm Council returned to regular session.

ADJOURNMENT:

Meeting adjourned at 6:10pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 10/13/25	Ck #81102-81179	\$223,331.77
Payroll 9/19/25	Ck #81076-81101	\$313,106.86
Total Fund Expenditures July 2025 EOM		\$549.50
Total Fund Expenditures August 2025 EOM		\$557.25

**PUBLIC HEARING
2026 BUDGET – REVENUE SOURCES
CURRENT EXPENSE FUND**

REVENUE SOURCE	2025 ESTIMATED REVENUE	2026 ESTIMATED REVENUE
Property Taxes	630,319	642,197
Sales Tax	2,200,000	3,000,000
Public Safety Sales Tax	500,000	545,000
Business Taxes	720,000	815,000
Excise, Gambling Taxes	70,000	95,000
Licenses & Permits	128,000	170,000
Grants	284,000	15,500
State Entitlements	290,700	336,000
Intergovernmental	190,000	190,000
Charges for Goods & Services	650	650
Fines	40,000	40,000
Miscellaneous (includes interest)	10,000	75,000
Total Actual Revenues	5,063,669	5,924,347

Revenue projections for the General Fund include:

- Property Tax – A 1% property tax increase is included. Property taxes have been split 50/50 with the Street Fund – amount shown is estimated Current Expense portion.
- Sales Tax has been increasing from 2020-2025. Sales tax is variable due to economic indicators of inflation and consumer spending. For 2025, an increase will be reflected based on actual sales tax revenue received in previous years to reflect more accurately for the coming fiscal year.
- Public Safety Sales tax is pass-through funding for the construction of the jail.
- Business taxes include utility or B & O taxes on gas, electricity and phones. Avista is the largest generator of this revenue. An increase is reflected above based on actual taxes received in 2025 and what is expected in 2026.
- Gambling Taxes appear to be increasing slightly each year since 2023. The major source of gambling tax is from social card games with most of the revenue generated by Lancer Lanes Casino. I have made a slight increase to this projection for 2025.
- Licenses & Permits, which includes business licenses and building permits, are projected to remain stable.
- Grant revenues have decreased from previous years due to the close out of the Community Development Block Grant project.
- State Entitlements are anticipated to remain steady for 2026. A slight increase has been included to reflect actual revenues received over the years. State Entitlements can be tricky to forecast due to the state fiscal year beginning July 1 and ending June 30, the state legislature can change distributions during any legislative session and revenue distributions can vary significantly based on certain formulas and economic activity. The marijuana tax revenue for 2026 is anticipated to remain steady.
- Intergovernmental revenue is not anticipated to change significantly. This revenue is made up of Police, Fire and EMS special services.
- Court revenues are expected to be similar to 2025.
- Interest earnings have increased over the last couple of years. The majority of our funds are invested in other instruments, earning 1% to 4.5%. The State Investment Pool return rate had been over 4% beginning 2025 but markets are currently forecasting 4 cuts by the Fed this year, with the year-end forecast for 2025 to be between 3.25-3.50%.

Public Safety
October 22, 2025

Attendance: Mayor Monika Lawrence, Chief Darren White, Chief Josh Daniel, Robin Albers and Pat Holman

Police:

- Chief Daniel shared weekly unhoused numbers in the Port of Clarkston.
- Asotin County unhoused project on Fair Steet has hit a couple of delays but is moving forward.
- CPD's lateral officer hired to replace a vacancy due to retirement has completed his two-week training and will be in service soon.
- CPD's lateral officer to replace Officer Odenborg is progressing well in the background phase.

Fire:

- Chief White shared a report from the Office of the Washington State Auditor on reducing non-emergency use of emergency systems after a study across the state.
- Chief White shared that is time to renew our participation in the Fire Fighter Injury and Illness reduction program. This is a yearly program that we have participated in every year.

Next Public Safety meeting will be held on November 5, 2025, at 4 p.m.

Public Works 10/21/25

Attending: Mike Dimmick, Russ Evans, Skate Pierce and Mayor Lawrence

1. 3% increase in sanitation rate for the '26 budget.
2. Public Works has been developing a new ordinance to remove the inspections for replacing shingles on roofs.
3. Avista has asked that we remove permit fees when they dig within the city. We will still be notified when we need to inspect.
4. Interviews for sanitation position this Friday.
5. Stormwater project is proceeding. Paving the completed sections should start soon. It's a large project and some secondary portions will be finished by June.

Participation Year: Choose an item.

**MEMORANDUM OF PARTICIPATION of
City of Clarkston and the Clarkston Fire Department
(Workers' Compensation Account # 007,751-00)
IN THE FIREFIGHTER INJURY AND ILLNESS REDUCTION (FIIRE) PROGRAM**

January 2026 – December 2026

The goal of the Firefighter Injury and Illness Reduction (FIIRE) Program is to reduce firefighter injuries and illnesses through proactive risk management and implementation of best practices. This agreement applies to the 2026 FIIRE Program Year.

We, the City of Clarkston ("Employer") and the Clarkston Fire Department ("Fire Department") (collectively "we") understand and agree to the terms of the 2026 Firefighter Injury and Illness Reduction (FIIRE) Program as outlined below.

A. Requirements

To be eligible for the incentive, we understand that we must meet the following requirements for our fire department operations:

1ST YEAR PARTICIPATION

1. Complete a self-assessment of our safety programs using the Vulnerability Assessment Program (VAP) survey, and refine our Accident Prevention Program (APP) and other policies and procedures using the VAP survey results. Survey results will not be shared with DOSH compliance. The VAP results and APP refinement must be completed by **February 28, 2026**.
2. Complete a risk management training provided by L&I by **March 31, 2026**. We understand that we must contact L&I FIIRE Program by **January 15, 2026** to coordinate delivery of the training. We understand the L&I FIIRE Program will work with us to determine the best approach to deliver the training. We understand, at a minimum, participants in the training must include the department's health and safety officer (or, similar) and a firefighter who serves on the safety committee.
3. Create and implement the Safety Improvement Plan (SIP), focusing on safety and health best practices to address carcinogen exposures and musculoskeletal disorders, including actions to actively monitor and adjust the SIP for effectiveness. To be eligible for grant funding, a SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
4. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

Ongoing Activities

7. Make efforts to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
8. Review existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider incentive programs such as Stay at Work.
9. We understand the value of line firefighter input and we will make every effort to include them in our program.

2ND YEAR PARTICIPATION

1. Complete any revisions to the Accident Prevention Program (APP) using the Vulnerability Assessment Program (VAP) survey results by **February 28, 2026**.
2. Complete an on-site, annual Progress visit provided by L&I by **June 27, 2026**. We understand that we must contact the L&I FIIRE Program by **February 14, 2026** to schedule the site visit.
3. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Continue to implement the Safety Improvement Plan (SIP), focusing on safety and health best practices to address carcinogen exposures and musculoskeletal disorders, including actions to actively monitor and adjust the SIP for effectiveness. To be eligible for grant funding, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

Ongoing Activities

7. Continue to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
8. Continue reviewing existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider scheduling a review meeting with L&I Return to Work consultants to discuss policies and incentive programs such as Stay at Work.
9. We understand the value of line firefighter input and we will make every effort to include them in our program.

3RD YEAR PARTICIPATION

1. Complete on-site, annual Progress visit by L&I. We understand that we must contact L&I by **July 11, 2026** to schedule the site visit, and complete the site visit by **October 1, 2026**.
2. Assess progress of the Safety Improvement Plan (SIP) at reducing carcinogen exposures and the incidence of musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for 2026, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
3. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
5. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

Ongoing Activities

6. Evaluate efforts to optimize safety committee activities, assessing if the committee is applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
7. Assess return to work policies, at improving outcomes for injured firefighters and reducing time-loss costs to the department.
8. We understand the value of line firefighter input and we will make every effort to include them in our program.

4TH YEAR PARTICIPATION

1. Complete a "FIIRE Program Summary" report using the provided template by **August 21, 2026**.
2. Complete an on-site annual Progress visit by L&I. We understand that we must contact L&I by **August 7, 2026** to schedule the site visit, and complete the site visit by **November 2, 2026**.
3. Assess progress of the Safety Improvement Plan (SIP) at reducing carcinogen exposures and the incidence of musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for 2026, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
4. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will

contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.

5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

Ongoing Activities

7. Evaluate efforts to optimize safety committee activities, assessing if the committee is applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
8. Assess return to work policies, at improving outcomes for injured firefighters and reducing time-loss costs to the department.
9. We understand the value of line firefighter input and we will make every effort to include them in our program.

B. Incentives

1. We understand that once we meet the requirements, we will receive a 10% premium incentive discount for the risk class 6904 base premium rate. The discount will be applied starting January 1, 2026 and ending December 31, 2026. Upon submittal of this agreement, a new rate notice will be sent reflecting the discounted rate and employee deduction rate.
2. For the purposes of quarterly reporting, we agree to report the hours worked in class 6904 under the internal code 6992 for the FIIRE Program. This internal code will be on our quarterly premium notice. We understand that these codes are for internal use with the discounted rates and do not create a new risk class.

C. Termination

1. We understand that this agreement will terminate on December 31, 2026.
2. We understand that we may terminate our participation in the FIIRE Program at any time upon notice to L&I. We understand that if we voluntarily terminate our participation, we will no longer receive any discount.
3. We understand that L&I may suspend or terminate this agreement should we no longer be in compliance with the requirements. To the extent permitted by law, we understand that we will be given notice and an opportunity to comply before suspension or termination.

Authorized Representative from the Employer (If Applicable)

Type or Print Name:

Position:

Signature

Date:

Authorized Representative from Fire Department

Type or Print Name:

Position:

Signature

Date:

Authorized Union Representative

Type or Print Name:

Position:

Signature

Date:

Department of Labor & Industries

Michelle O'Brien, L&I Employers Services Program Manager

Signature

Date:

AGREEMENT FOR JANITORIAL SERVICES

Agreement made this 27th day of October, 2025, between Becki Hough (Contractor) and the City of Clarkston (City).

Contractor will provide and perform for the City the services described in the attached Task Schedule.

All personnel furnished by Contractor will be employees of Contractor and Contractor will pay all salaries and expenses and all payroll taxes and will carry workmen's compensation insurance for such personnel.

Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services.

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor is responsible for the direct supervision of its personnel. It is agreed that Contractor will remove from services any of its personnel, who, in the reasonable opinion of the City, are guilty of improper conduct or are not qualified to perform the work assigned them. Background checks will be performed on contractor and any employees assigned to work under this agreement. Fingerprinting is required of contractor and any employees working under this agreement.

In exchange for performance of services the City shall make payment to the Contractor at the rate of \$750.00 per month for City Hall. Services outside the scope of this agreement may be performed for additional compensation. The Contractor will bill the City monthly for services. Invoices will be paid within 15 days of billing.

This agreement shall continue in effect from the date services begin until December 31, 2026, but may be terminated by either party with thirty (30) days written notice.

City of Clarkston

Monika Lawrence, Mayor

Becki Hough, Contractor

AGREEMENT FOR JANITORIAL SERVICES

Agreement made this 27th day of October, 2025, between Lori Leavitt (Contractor) and the City of Clarkston (City).

Contractor will provide and perform for the City the services described in the attached Task Schedule.

All personnel furnished by Contractor will be employees of Contractor and Contractor will pay all salaries and expenses and all payroll taxes and will carry workmen's compensation insurance for such personnel.

Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services.

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor is responsible for the direct supervision of its personnel. It is agreed that Contractor will remove from services any of its personnel, who, in the reasonable opinion of the City, are guilty of improper conduct or are not qualified to perform the work assigned them. Background checks will be performed on contractor and any employees assigned to work under this agreement. Fingerprinting is required of contractor and any employees working under this agreement.

In exchange for performance of services the City shall make payment to the Contractor at the rate of \$750.00 per month for the Police Station. Services outside the scope of this agreement may be performed for additional compensation. The Contractor will bill the City monthly for services. Invoices will be paid within 15 days of billing.

This agreement shall continue in effect from the date services begin until December 31, 2026, but may be terminated by either party with thirty (30) days written notice.

City of Clarkston

Monika Lawrence, Mayor

Lori Leavitt, Contractor

TASK SCHEDULE - JANITORIAL
CITY HALL AND POLICE DEPARTMENT

OFFICE AND LOBBY AREAS	3 x Wk	Weekly	Monthly	Qrtly	Semi- Annually	Annually	As Needed
Empty Wastebaskets	x						
Dust Furniture		x					
Dust File Cabinets, bookcases, shelves		x					
Dust Phones		x					
Sanitize Phones		x					
Low dust, sills, ledges, frames, ducts, etc			x				
High dust			x				
Spot clean desk tops		x					
Spot clean glass doors							x
Clean entire interior glass					x		
Dust blinds			x				
Remove dust & cobwebs from ceilings				x			
Dust mop hard surface floors, vacuum carpet in high traffic areas	x						
Damp mop hard floors & vacuum carpet (all)		x					
Spot clean spills and stains on carpet and hard floors							x
Turn Off Lights, Lock Doors	x						

Restrooms	3 x Wk	Weekly	Monthly	Qrtly	Semi-Annually	Annually	As Needed
Clean & sanitize all fixtures	x						
Clean glass & mirrors							x
Empty containers, Change liners as needed	x						
Spot clean walls, doors							x
Refill all dispensers							x
Low dust			x				
High dust			x				
Sweep, damp mop & sanitize floor	x						

Floors, Hard Surface	3 x Wk	Weekly	Monthly	Qrtly	Semi-Annually	Annually	As Needed
Spot Clean	x						
Damp Mop		x					
Remove scuff marks, refinish							x
Strip, clean, refinish, buff							x

Windows	3 x Wk	Weekly	Monthly	Qrtly	Semi-Annually	Annually	As Needed
Clean, Outside					x		
Clean, Inside					x		

Building Exterior	3 x Wk	Weekly	Monthly	Qrtly	Semi-Annually	Annually	As Needed
Sweep down cobwebs							x
Sweep sidewalk							x
Sweep/vacuum entry							x

October 16th, 2025

Mayor Monika Lawrence
Clarkston, Washington.

Greetings Mayor this is Warren Frudd, MA. I am writing to you after several conversations with community members about me serving a 6 month Temporary position on the Civil Service Commission dates from November 1 2025 through April of 2026. If I can be of service please let me know.

A handwritten signature in black ink, appearing to read 'Warren Frudd', with a stylized flourish at the end.

Warren E. Frudd, MA.

ORDINANCE NO. 1735

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 15.40 WHICH ESTABLISHES A BUILDINGS AND CONSTRUCTION PERMIT FEE MATRIX AND REPEALING ORDINANCE NO. ~~1604~~ 1719 OF THE CITY OF CLARKSTON AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

The City Council of the City of Clarkston does ordain as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 15.40 is hereby amended as follows:

15.40 Buildings and Construction Permit Fee Matrix. The Buildings and Construction Permit Fee Matrix, attached as Exhibit A, is hereby adopted. The permit fee matrix shall establish the current permit fee rates for the permit fee types identified in the matrix.

SECTION 2.0

Ordinance No. ~~1604~~ 1719 of the City of Clarkston entitled “An Ordinance amending Clarkston Municipal Chapter 15.40 Which Establishes a Buildings and Construction Permit Fee Matrix” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3.0 EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage, approval and publication.

DATED this 10th day of November, 2025

Monika Lawrence, Mayor

Attest by:

Approved as to Form:

Rachel Frost, City Clerk

Todd Richardson, City Attorney

Publish Date: _____

Exhibit “A”
Ordinance No. 1735
Ordinance No. 1735

TYPE OF PERMIT	Valuation Rate or Fee in Dollars
DWELLINGS: 1 & 2 FAMILY or TOWNHOUSES (IRC) (Per Sq. Ft.)	
Main Floor (Wood Frame)	200.00 Sq. Ft.
Upper Floor	200.00 Sq. Ft.
BASEMENT (Per Sq.Ft.)	
Finished	150.00 Sq. Ft.
Finish Existing Basement	75.00 Sq. Ft.
REMODEL (Assorted Work \$1750.00)	Bid Value Based (use fee chart)
ADDITIONS	150.00 Sq. Ft.
GARAGES (Per Sq.Ft.)	
Attached (Wood Frame)	100.00 Sq. Ft.
Unattached (Wood Frame)	100.00 Sq. Ft.
Convert to habitable space	90.00 Sq. Ft.
Carport (Open, Stick Framed)	45.00 Sq. Ft.
APARTMENT HOUSES (IBC) (Per Sq. Ft.)	(Three or more units)
Wood Frame	500.00 Sq. Ft.
Upper Floor	500.00 Sq. Ft.
Basement	500.00 Sq. Ft.
COMMERCIAL BUILDINGS: (IBC) Includes: Retail Office Restaurant Medical Hotel / Motel	(Main Level) Based on Valuation
Upper Floor	
Basement	
STORAGE AND POLE BUILDINGS (Per Sq. Ft.)	
With Slab	56.00 Sq. Ft.
Without Slab	50.00 Sq. Ft.
Open on All Sides	45.00 Sq. Ft.
DECKS (Per Sq. Ft.)	
Covered	50.00 Sq. Ft.
Uncovered	40.00 Sq. ft.
Technology Fee	6% of Permit Fee
REROOFING (Square = 100 Sq. Ft.) All Methods- (excluding liquid application). Residential re-roofing not requiring re-sheathing are exempt from a permit.	250.00 per Square (Use fee chart)
SIDING (Square = 100 Sq. Ft.)	350.00 per Square
MOBILE MANUFACTURED HOME PLACEMENT	
Private Lot	1,000.00 (each)
Park or Court	500.00 (each)

SEWER PERMIT	200.00 (each)
SPECIAL INSPECTION	75.00 Per Hour (1 hour minimum)
MISC. NON-STRUCTURE (Assorted Work \$1,000.00)	Value Based (use fee table)
DEMOLITION	150.00 (each)
WOOD STOVE	100.00 (each)
FENCES / RETAINING WALLS	65.00 (each)
STREET OR ALLEY CUT	\$65.00 Base + \$0.75per ft.
SIDEWALK	\$65.00 Base + \$0.75per ft.
PLUMBING PERMITS - COMMERCIAL	\$75.00 Base Plus 3% of valuation up to \$20,000, 1.25% over \$20,000
PLUMBING PERMITS – RESIDENTIAL	\$65.00 Base plus \$15 per fixture up to 3 fixtures. Above 3 fixtures rate goes to 3% up to \$20,000 and 1.25% over \$20,000
MECHANICAL PERMITS - COMMERCIAL	\$75.00 Base Plus 3% of valuation up to \$20,000, 1.25% over \$20,000
MECHANICAL PERMITS - RESIDENTIAL	\$65.00 Base
Water Heater	Plus \$17.50 (each)
Furnace Under 100,000 BTU	Plus \$22.50 (each)
Furnace Over 100,000 BTU	Plus \$26.90 (each)
Gas Piping	3% up to \$20,000. 1.25% over \$20,000
SIGN PERMIT (Assorted work \$1,000.00)	Bid Value Based (use fee chart)
MISC. ASSORTED WORK (\$1,000.00)	Bid Value Based (use fee chart)
PLAN CHECK FEE	65% of permit fee
State Building Code Surcharge <i>per IRC</i>	\$6.50
State Building Code Surcharge <i>per IRC</i> (multi-unit dwellings)	\$2.00 per unit per each over one unit
State Building Code Surcharge per IBC or IEBC	\$25.00

The fee schedule to be applied shall be as set forth in the 2021 Editions of the International Residential Code, International Building Code and the International Existing Building Codes.

ORDINANCE NO. 1736

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, CONTROL, SALE AND DISTRIBUTION OF ELECTRICITY AND GAS WITHIN THE CITY.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Washington, has filed with the City of Clarkston, County of Asotin, State of Washington, (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such poles, wires, plants, works, underground cables, pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution and sale of electricity and Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF CLARKSTON DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors, assigns, agents and contractors.

City: means the City of Clarkston, a political subdivision of the State of Washington and a municipal corporation, and its respective successors, assigns, agents and contractors.

Commission: means the Washington Public Utilities Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise will come into effect, and the date from which the time requirement for any notice, extension and/or renewal will be measured.

Electric Facilities: means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, services, vaults, transformers, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

Facilities: means, collectively, any and all Electric Facilities and Gas Facilities.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and any other specifically designated City-owned property.

Gas: means natural, manufactured, renewable and/or mixed gases.

Gas Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, services, regulators, valves, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City.

State: means the State of Washington.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, Rights-of-way, streets, alleys, highways, public places or structures, bridges, tunnels, and City-owned easements lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity and/or Gas, as may be necessary to provide electric and/or Gas service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of twenty-five (25) years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another twenty-five (25) year term, or terminated by either Party, with not less than one hundred and eighty (180) days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award electric and/or gas franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Electric and /or Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Utility Taxes, Fees and Costs

Avista shall pay all permitting, license fees, costs and/or utility taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by state law or City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees or costs owed by Avista in connection with this Franchise. To the extent that any utility taxes or other costs are imposed on Avista, City shall impose equivalent charges, fees or costs upon any other franchisee in a comparable business or otherwise competing with Avista.

- A. The current utility tax, per City of Clarkston Ordinance No. 1098 is 6%. In the event that a utility tax change becomes effective during the Term of this Franchise (per the process outlined in Section 3.1) the City and Avista shall execute an addendum to incorporate such change into this Franchise no later than thirty (30) days after the effective date of the State law or City ordinance which formalizes the change.

2.7.1 Authority

So long as provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Avista, except a fee as provided in RCW 25.21.860 that recovers from Avista actual administrative expenses incurred by the City that are directly related to:

- i. Receiving and approving a permit, license or this Franchise;
- ii. Preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

2.8 Utility Tax

Avista acknowledges that the City is authorized under the laws of the State of Washington to impose certain taxes upon Avista. Nothing in this Section shall exempt (nor shall be construed to exempt) Avista from payment of any and all such taxes lawfully imposed by the City Municipal Code, City Ordinances, or City Resolution, as any may hereafter by lawfully amended, adopted, or superseded, and due from Avista, provided, nothing in this Section shall be construed in any way as a waiver of Avista's rights to contest the validity of any such tax or the amount of any tax due.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City shall provide to Avista a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric and Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing construction and maintenance of other utilities including, drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management -- Trimming/Removal of Trees/Vegetation Encroachment

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion

to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, lead to power outages, or pose a threat to public safety and welfare. Avista or its agents may, without recourse or payment of compensation, inhibit or limit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, Rights-of-way and public grounds within the Franchise Area; provided, that prior to any such excavation Avista shall submit an online application to the City for an excavation permit, the granting of which shall not be unreasonably withheld or delayed by the City. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista to its original state of improvement after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of the City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, Rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other

necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, Right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

4.7 Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista to attach its traffic control fire and police communications signal cables to Avista's poles in the Franchise Area, provided that the City signs

and meets all conditions of a Joint Use Master License Agreement ("Joint Use Agreement") with Avista. Per the Joint Use Agreement, Avista will not charge a pole rental fee for City's non-revenue producing pole attachments that are dedicated for the public's benefit. All pole attachments by the City are at the City's own risk and must be attached in strict accordance with standard safety practices, codes and Avista specifications.

If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista at the City's expense to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon written request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow Avista sufficient time to arrange for relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose., Avista shall, upon written notice from the City change the location or re-adjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property.

If the City requires the subsequent relocation of any of Avista's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were (i) granted access to Avista's Facilities through a Joint Use Agreement or (ii) abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide electric and gas service and related line extension, or relocation or conversion of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Electric Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such

temporary change, Avista will temporarily raise, lower or remove its Electric Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Conversion of Electric Distribution Facilities

City, subject to applicable laws, rules, regulations and tariffs, may request that Avista convert from above ground to below ground wires, for the distribution of electricity underground after joint review with Avista and mutual agreement that such installation is feasible, practical and required for the public interest and safety. The incremental cost of such conversion of existing Electric Facilities shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.5 does not apply to any conversion of electric transmission (69KV or above) infrastructure.

SECTION 6.0 INDEMNITY AND INSURANCE

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees, officials, representatives or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, or its appointed and elected officers and employees, officials, representatives or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify and hold harmless Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officials and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

6.3 Insurance

Avista shall maintain for the duration of the Franchise, insurance, or evidence of self-insurance, for coverage terms and amounts set forth below:

- a) Comprehensive general liability insurance, on a per occurrence basis, with limits not less than: (i) \$2,000,000 for bodily injury or death to each person; (ii) \$2,000,000 for property damage resulting from any one accident; and (iii) \$2,000,000 for all other types of liability;
- b) Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident;
- c) Workers' compensation coverage in accordance with the applicable laws of the state of Washington.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction in Asotin County, Washington, and if in the federal courts, in the United States District Court for the District of Washington in Spokane.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, pandemic, epidemic, cyber-attack, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior electric and gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be January 1, 2026, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

PASSED by the City Council on November 10, 2025.

ATTEST:

City Clerk, City of Clarkston

APPROVED by me on _____, 20____.

Mayor, City of Clarkston

Date of Publication: _____, 20____

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF CLARKSTON, COUNTY OF ASOTIN, WASHINGTON

IN RE: City of Clarkston Ordinance No. 1736

“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Natural Gas and Electric Facilities and for the Transmission, Control and Distribution of Natural Gas and Electricity within the City.”

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Clarkston. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Heather Rosentrater
President and CEO, Avista Corporation

Copy Received for the City of Clarkston

On: _____

By: _____

City Representative - Name

Electric and Gas Franchise Ordinance Summary for Publication

NOTICE: CITY OF CLARKSTON PROPOSED FRANCHISE ORDINANCE NO. 1736 SUMMARY

Ordinance No. 1736 will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way for the purposes of the transmission, control and distribution of electricity and natural gas within the City for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may operate a vegetation management program in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance 1736 is anticipated to be held before the Clarkston City Council on November 10, 2025 at 5:30pm in the City Council Chambers).

RESOLUTION NO. 2025-14

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, SETTING THE
PROPERTY TAX LEVY FOR 2026.**

WHEREAS, the City Council of the City of Clarkston has met and considered its budget for the calendar year 2026; and

WHEREAS, the City Council of the City of Clarkston after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Clarkston Taxing District requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the district and in its best interest; now, therefore,

BE IT HEREBY RESOLVED by the City Council of the City of Clarkston, Washington, that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, is hereby authorized for the 2026 levy in the amount of \$12,716, which is a percentage increase of one (1) percent from the previous year.

Adopted this 27th day of October, 2025.

Monika Lawrence, Mayor

ATTEST:

Rachel Frost, City Clerk