CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, NOVEMBER 10, 2025

1. **REGULAR MEETING CALL TO ORDER:** **5:30 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:** **October 27, 2025 Regular Meeting**
   November 5, 2025 Budget Workshop

5. **EXECUTIVE SESSION: Negotiations**

6. **PUBLIC HEARING: 2026 Preliminary Budget Hearing**

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 – 11/5/2025**
   - C. **Public Works – 11/4/2025**
   - D. **Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

9. **UNFINISHED BUSINESS:**
   - A. **Ordinance 1735, Amending Building Permit Fees – 2nd Reading (Public Works)**
   - B. **Ordinance 1736, Avista Franchise – 2nd Reading (Public Works)**

10. **CONSENT AGENDA:**
    - A. **WSDOT Change Order 9 – Knife River Corporation (Public Works)**
    - B. **2021/2025 Stormwater Retrofits Change Order 02 – Liberty NW Construction ({Public Works)**
    - C. **2021/2025 Stormwater Retrofits Change Order 03 – Liberty NW Construction (Public Works)**
    - D. **Franchise Agreement Partial Transfer – Ziply Fiber & NFC Northwest (Public Works)**

11. **NEW BUSINESS:**
    - A. **Ordinance 1737, Sanitation Rates – 1st Reading (Public Works)**
    - B. **Contract for Tourism Services – Visit LC Valley (Finance/Admin)**
    - C. **Contract for Services/Interlocal Agreement – Asotin Co Public Facilities District (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.

CLARKSTON CITY COUNCIL MINUTES
October 27, 2025

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

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

AGENDA CHANGES: Mayor Lawrence advised the addition of WSDOT Supplement Agreement 11 for Bridge Street/Diagonal Street/2nd Street Intersection to Item E under New Business.

APPROVAL OF MINUTES: Minutes of the October 13, 2025, Regular Meeting were approved as distributed.

EXECUTIVE SESSION: Mayor Lawrence advised that Council would be entering into Executive Session regarding negotiations at 5:34pm. The session is expected to last 15 minutes, and no decision will be made as a result of the meeting. At 5:49pm, a 10-minute extension was requested. At 5:59pm, a 10-minute extension was requested. At 6:09pm Council returned to regular session.

PUBLIC HEARING: **2026 Property Tax and Revenue.** Mayor Lawrence opened the Public Hearing at 6:12pm. Clerk Frost presented Council with the updated revenue projections and property tax revenues for the 2026 Budget. No questions from council members were received. No public comments were received. Mayor Lawrence closed the Public hearing at 6:21pm and returned to regular session.

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 October 27, 2025 period of $540,667.08. MOTION BY EVANS/VINTON 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 REAVES/MCDOUGALL to approve the Consent Agenda. Motion Carried.

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)**

NEW BUSINESS:

A. Ordinance 1735, Amending Building Permit Fees – 1st Reading (Public Works) Clerk Frost read the Ordinance by title. Vote will be at the next meeting.

B. Ordinance 1736, Avista Franchise – 1st Reading (Public Works) Clerk Frost read the Ordinance by title. Vote will be at the next meeting.

C. Resolution 2025-14, 2026 Property Tax Levy (Finance/Admin) Clerk Frost read the Resolution by Title. MOTION BY PIERCE/VINTON to adopt the Resolution. Motion Carried.

D. Discussion on Increasing Gambling Tax (Finance/Admin) Clerk Frost gave an overview of the current gambling tax rates and the history of the gambling tax for the city. She informed Council that RCW allows for card room tax rates to go as high as 20%. Councilmember Albers asked why the rate decreased from 6% to 4% in February of 2017. Councilmember Evans answered he thought the owner of Lancer Lanes asked if the city could lower it. Mayor Lawrence commented they were having a hard time financially. Councilmember Albers responded, "now we want to increase it?" Mayor Lawrence commented that she believes they are doing pretty well. Councilmember Pierce asked if their revenues increased by over 4% in the last 2 years in any noticeable way. Clerk Frost provided historical revenues the city has received from card room gambling taxes. Councilmember Evans asked what the card room rate is in City of Pullman. Clerk Frost responded it decreased from 10% to 7% in 2014. Mayor Lawrence reminded council that there are other revenue generating activities at Lancer Lanes and she felt it was prudent to bring it forth to the council. Councilmember Evans suggested 8%. Councilmember Pierce commented that it is doubling the rate and is a huge demand for an industry that is running on razor thin margins. He also commented on the State raising taxes on small businesses and everything has gone up. Councilmember Reaves clarified that this tax rate is just from gambling tax. Clerk Frost confirmed it was for specifically social card games. Councilmember Albers asked if council could get more information on the gambling taxes. Councilmember Vinton asked what the current rate is. Clerk Frost responded 4% for social card games. Councilmember Evans added that they are also taking in more revenue. Councilmember Pierce replied, "not much," and asked what the most it had increased. Clerk Frost provided the historical revenues for year-to-year comparison. Councilmember Pierce commented on the effect of doubling the rate and the city taking any growth they have had as excessive. Councilmember Evans agreed 8% could be a little high. Mayor Lawrence reminded council that there are cities that don't allow any gambling in their city limits. Councilmember Pierce commented the increase to the business for $40,000 doesn't do much for the city. Clerk Frost noted that any gambling tax revenue is to be spent on public safety per RCW. Councilmember Pierce asked Police Chief Daniel how much police effort does Lancer Lanes cost the police department. Chief Daniel replied, "not much." Councilmember Vinton commented that 4% is fair to him. Lastly, Councilmember Albers asked for the historical information provided during the discussion and the RCWs to gain a better understanding before moving forward.

E. WSDOT Supplement Agreement 11 – Keller Associates (Finance/Admin) PWD Dimmick gave a brief description of the WSDOT Supplement Agreement. MOTION BY PIERCE/EVANS to approve the Supplement Agreement. Motion Carried. Councilmember Albers asked if any of this increase would be covered by WSDOT. PWD Dimmick confirmed it would be covered, and the city would be responsible for our match portion.

COUNCIL COMMENTS: Councilmember Pierce apologized for his tone and response during the discussion on increasing gambling taxes.

PRESS QUESTIONS: None.

ADJOURNMENT:

Meeting adjourned at 6:38pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 10/27/25	Ck #81199-81246	$329,426.51
Payroll 10/20/25	Ck #81180-81198	$211,240.57

CITY OF CLARKSTON BUDGET WORKSHOP MINUTES
NOVEMBER 5, 2025

1. CALL TO ORDER: 5:30 P.M.

ROLL CALL: Skate Pierce, Pat Holman, Russ Evans, Robin Albers, David Vinton, Shelia McDougall and Sarah Reaves.

STAFF: Clerk Frost, Chief Daniel, Chief White and PWD Dimmick

2. BUDGET WORKSHOP

Mayor Lawrence opened the workshop on the 2026 Budget. She advised that each department head would present information to the Council regarding their budget and any increases they have included. Clerk/Treasurer Frost presented the preliminary budget to the Council. The budget was examined by expenditures for each fund. Little time was spent examining the revenues. Chief Daniel provided information on the overall Police budget and explained increases in funding to the Police funds. Chief White provided information on the Fire Funds and any increases for the 2026 Budget. EMS Funds will be discussed at a later time. PWD Dimmick provided information on the projects and funds for Building, Parks, Streets, Stormwater and Sanitation Funds. Clerk Frost concluded the workshop with reference to the summary pages showing the overall budget. Clerk Frost notified Council that we will have Public Hearings at both Council meetings in November with hopes of passing the 2026 Budget at the 1st meeting in December.

3. ADJOURNMENT

Meeting adjourned at 7:45pm

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Public Safety
November 5, 2025

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

POLICE:

- Shop With a Cop is taking place on December 9th. CPD & LPD both take part in this event, sponsored by Walmart.
- Chief Daniel shared that our second lateral officer hire has been done. The new officer should be ready to start on November 18, 2025.
- Our police department is taking part in the Police Guild No-Shave November. This is something that has been participated in for several years. (CPD does not normally allow facial hair, so this is a fun event for the officers)
- Dumpsters and portable toilets were placed on 14th and Fair. Toilet costs are being covered by the Asotin County Health District. The dumpster cost is being donated by a Clarkston City Councilmember.
- Chief Daniel shared updated vehicles and unhoused numbers in the Port area.

FIRE:

- Chief White shared the monthly October report for the Community Paramedic Program.
- Guns and Hoses Shopping for Charity Event, will take place November 6th at Grocery Outlet store, staring at 7:30 a.m. Valley police and fire departments all participate in this event.

Next public safety meeting will be held November 19, 2025, at 4:00 p.m.

Public Works 11/4/25

Attending: Russ, David, Mike, Skate, Richard

1- Toilets and Dumpsters placed at 14^{th} and Fair.
2- Recycling on Burns and Poplar.
3- We've got change orders from Knife River for work that has already been completed.
4- We've had 2 added change orders from Liberty Storm for $767,802.
5- We are 16 2-yd dumpsters short of being able to replace all dumpsters that don't belong to us.
6- We had a longer discussion of ADUs. Making it a little more reasonable for property workers to build a mother-in-law suite, for example.

Lodging Tax Advisory Committee Meeting Minutes

DATE: October 24, 2025

LOCATION: Clarkston City Hall

ATTENDEES: Michelle Peters - Visit LC Valley President, Scott Stoll - Asotin Co Aquatics Center, Laurie Wilson - Holiday Inn; Kim Riddle- River Tree Inn; Rachel Frost- City Treasurer, Robin Albers- City Council Chair

RE: **2026 Lodging Tax Applications**

The annual Lodging Tax Advisory Committee (LTAC) meeting was called to order at 2:00 PM. The purpose of the meeting was to review the 2026 Lodging Tax Funding applications. Funding is targeted for organizations who bring in tourists from 50+ miles away who stay overnight in lodging establishments in the City of Clarkston. Total Lodging Tax revenue for 2025 is estimated at $187,000 based on a 2% tax per room night in the City of Clarkston. Two applications were received with a total combined funding request of $250,000.

A new scoring tool (*attachment 1*) was introduced for LTAC use in order to evaluate the applications based on the following criteria: 1) Overnight stay impact; 2) Marketing Strategy; 3) Economic Benefit; 4) Regenerative Potential; 5) Financials; 6) Application.

Calculations for Cost per Room Night:

- Cost per room night calculation: Tax Requested / Total Room Nights __= $__*Cost per room night*

1) Asotin County Public Facilities District (ACPF)
The Asotin Country Family Aquatic Center, located in Clarkston, WA, is a public facilities district. This distinguished facility offers a diverse range of recreational activities while also serving as a prominent venue for regional swim meets, drawing participants and spectators from across the region. The number of visitors who traveled from more than 50 miles away for paid lodging room nights resulting from ACPF events totaled 3,000.

To attract tourists to the facility, they leverage digital marketing and showcase videos of the facility and events on social media platforms (Facebook, Instagram, etc.). They work with the local tourism board and hotels to help create additional facility interest. In addition, they host special events such as themed family nights, fitness challenges, and regional swim meets.

ACPF is requesting $100,000 for the following:

- $30,000 equipment updates
- $50,000 roof-top HVAC unit replacement
- $20,000 building automation/energy efficiency updates.

__**Discussion**__: Upon review the of the application and funding request, two different dollar amounts were noted: $75,000 and $100,000. Scott confirmed the facility is requesting $100,000. Robin shared the cost per room night based on 3,000 total room nights would be $33.00. Scott reviewed the application and took committee questions. Kim made a motion to fund $50,000 of the request; motion seconded by Laurie. Kim stated she often refers lodging guests to the ACPF for use of the fitness center/other. Michelle stated she would like to partner with the ACPF for promotional purposes to market outside the Valley. Laurie stated she didn't think

$50,000 was enough and would like to fund the full amount due to the importance of the ACPF for the community and beyond. Both hoteliers emphasized the value the ACPF brings to the wider community.

The committee voted to recommend full funding of this application to Council. (Kim, Michelle – yes; Laurie – no; Scott abstained). Robin Albers and Rachel Frost did not vote.

2) Visit Lewis Clark Valley (VLCV)
VLCV is a destination marketing organization, 501c6 non-profit. They are the visitor's information center and exclusively do tourism marketing for all City of Clarkston's events, activities, and facilities. The number of visitors who traveled from more than 50 miles away for paid lodging room nights resulting from as a result of VLCV's marketing, totaled 28,000.

To promote lodging establishments, restaurants, and businesses located in the City of Clarkston, VLCV use their visitors guide, visitor map, website, and social media platforms. They promote local events on VLCV social media platforms and website including packages and promotion to drive visitors to area businesses. VLCV uses print, digital, and broadcast media to attract visitors to the area and produce details reports showing metrics to prove return on investment. Overnight visitors in Asotin County spend more per day, per trip, per person than any county in the state other than King County. This spend generated $1.8 million in local taxes. VLCV is investing in a new web-site in 2026 to attract even more visitors.

VLCV is requesting $150,000 for the following:
- Tourism promotions/marketing
- Operations of a tourism promotion agency

<u>Discussion</u>: The applicant is requesting $150,000. Michelle reviewed the application and took committee questions. Laurie made a motion to fund $150,000 of the request; motion seconded by Kim. The cost per room night based on 28,000 total room nights would be $5.35. The committee discussed the large volume of room nights and community spend brought into the City vis-à-vis VLCV and reviewed their methods. Michelle highlighted ongoing revenue from cruise boats, and other outdoor recreation. Also, she discussed future potential planning for a welcome center in the Port of Clarkston.

The committee voted to recommend full funding of this application to Council (Kim, Laurie, Scott – yes; Michelle abstained). Robin Albers and Rachel Frost did not vote.

Other:
- The committee discussed the total estimated 2025 hotel tax of $187,000, and recognized that this was not enough to fund the full amount recommended above. To fund the applicants, the City would need to dip into the Lodging Tax reserve funds, drawing $13,000 from reserves.
- Robin explained that the committee's recommendations would be forwarded to the City Council for review and final determination at the next council meeting.
- Each committee member was encouraged to attend the next council meeting. Applicants were encouraged to present on behalf of their organization.
- Michelle stated the committee should be meeting twice per year, with another meeting in March. This will be added to the 2026 calendar.

Meeting concluded at 2:59 PM.

CITY OF CLARKSTON
Lodging Tax Funding Application Scoring Tool

Organization/Agency Name: **Date:**

Evaluator:

Amount of Lodging Tax Requested: $
Yearly Lodging Tax Revenue Generated:
Tax Requested _________/ Total Room Nights _________= $________ ***Cost per room night***

CRITERIA	Possible Points	Points Earned
COST PER ROOM NIGHT Have demonstrated a reasonable cost per room night as compared to total funds requested from the Committee's perspective to result in overnight stays by tourists from outside a 50-mile radius.	20	
OVERNIGHT STAY IMPACT Applicant has demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the City of Clarkston and the Asotin County area. Room night generation projection (# rooms * # nights = room demand. Demonstrated ROI calculation.	20	
MARKETING STRATEGY Promote City of Clarkston and/or events, activities, and places in the County to potential tourists from outside a 50-mile radius. Geographic reach and quality of *marketing plan* or *marketing strategy* to attract overnight guests.	15	
ECONOMIC BENEFIT Have demonstrated or high potential from the Committee's perspective to result in documented economic benefit to City of Clarkston.	15	
REGENERATIVE POTENTIAL Have a demonstrated history of success in Clarkston, or are proposed by a group with a demonstrated history or high potential of success with similar activities. Likelihood that the applicant will generate ongoing or repeat visits (annual events, recurring attraction)?	15	
FINANCIALS The applicant's financial stability.	10	
APPLICATION Thoroughness and completeness of the proposal.	5	
TOTAL SCORE	100	

Signature:

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:

____
Rachel Frost, City Clerk

Approved as to Form:

____
Todd Richardson, City Attorney

Publish Date: ____________________

Exhibit "A"
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 *per IRC*	$6.50
State Building Code Surcharge *per IRC* (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, WASHINGTION, 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 readjust 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).

Washington State Department of Transportation

Change Order

Contract Number	Contract Title	Federal Aid Number
STPUS-9902(036)	Bridge St./Diagonal St./2nd St. Intersection	HIPUS HSIP
Change Order Number	**Change Description**	**Date**
009	Sinkhole Repair - Western Roundabout Leg	10/22/2025

Prime Contractor / Design-Builder
Knife River Corporation

✓ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor / Design-Builder

Change Description

Following substantial completion, a sinkhole has formed in the western leg of the roundabout (US-12/Bridge Street) within the project limits. Investigation revealed that the sinkhole was caused by a failure of the stormwater pipe that was not originally called out for replacement as part of this project. Upon discovery of the issue, the contractor was requested to provide pricing to fix the affected area, including stormwater pipe replacement, curb and gutter replacement (if necessary), base replacement, and asphalt replacement. The following repair option was selected:

Replace Damaged Area: Replace all affected materials accessible within the roundabout (stormwater infrastructure under the asphalt, including base and new asphalt).

Original contract time completed on April 10th, 2025. There will be ~~15~~ 10 working days added to the contract, starting on October 27th, 2025 and ending on November 7th, 2025. Working days between April 10th and October 27th will not be counted as contract time.

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
Mike Dimmick (City of Clarkston); Scott Linja (Keller)	10/13/2025	10

Original Contract Amount	Current Contract Amount	Est. Net Change This C.O.	Est. Contract Amount
$2,316,183.00	$2,701,157.10	$155,754.30	$2,856,911.40

✓ Approval Recommended ☐ Approved

Scott Linja

Project Engineer

11/3/2025

Date

Approved

Approving Authority per C.A. Agreement

Date

✓ Approval Recommended

By Prime Contractor

11/3/25

Date

Other Approval As Required

Signature Date

Representing

Contract Number	Contract Title	Change Order Number
STPUS-9902(036)	Bridge St./Diagonal St./2nd St. Intersection	009

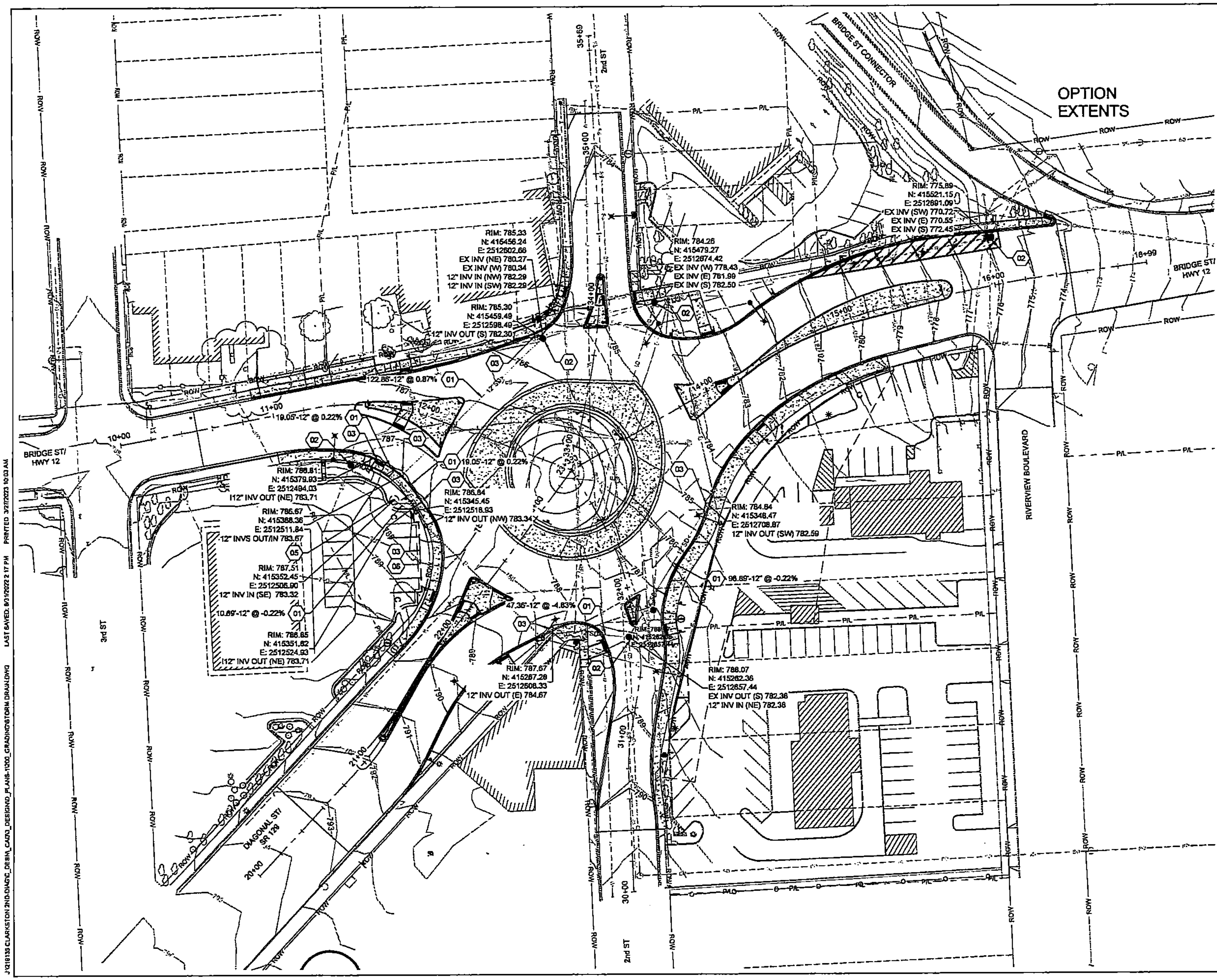
Change Description Cont.

COST SUMMARY

Replace Damaged Area: Remove and replace 145' of storm main and one manhole (portion under the asphalt driving surface to the curb and gutter). Includes 40 LF of rolled curb and 200 SF of sidewalk: $109,629.30 (Subcontractor Costs: $99,663.00 plus 10% contractor markup)

Asphalt Paving (approximately 50 Tons, including traffic control, testing, equipment, and labor): $46,125.00

Total: $155,754.30



GENERAL SHEET NOTES

1. FURNISH MATERIALS WHERE INSTALL, PLACE OR CONSTRUCT IS REQUIRED, UNLESS NOTED OTHERWISE.
2. WORK SHOWN OUTSIDE OF ROW TO BE DONE BY OTHERS.
3. RIM ELEVATIONS & NORTHING & EASTINGS FOR DROP INLETS IN CURB ARE SHOWN AT THE INTERSECTION OF FLOWLINE & MIDPOINT OF THE GRATE.

SHEET KEYNOTES

01 PLACE SCHEDULE A STORM SEWER PIPE, 12" DIAM., WSDOT BID ITEM 3541

02 INSTALL 48" MANHOLE TYPE 1; RE: WSDOT STD PLAN B-15.20-01, WSDOT BID ITEM 7360

03 INSTALL CATCH BASIN TYPE 1; RE: WSDOT STD PLAN B-5.20-03, WSDOT BID ITEM 3091

05 INSTALL DRYWELL TYPE 2; RE: WSDOT STD PLAN B-20.40-04, (WORK BY OTHERS)

06 INSTALL ENVIROHOOD; RE: A5/C-211

KELLER

CHARLES SCOTT LINIA — STATE OF WASHINGTON — 3/29/2023

NO.	REVISIONS	DATE

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City of Clarkston

BRIDGE ST / DIAGONAL ST / 2ND ST INTERSECTION IMPROVEMENTS

STORM DRAINAGE PLAN

DRAWN: IC CHECK: AT

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 inches

PROJECT NO. 219135

PAGE

SHEET NO. C-210

M.L. ALBRIGHT & SONS, INC.

General & Excavation Contractors

6182 Lapwai Road
P.O. Box 603
Lewiston, ID 83501

Phone:(208)743-2100
Fax: (208)743-2166
Email: benw@mlalbright.com
Email: mlasons@mlalbright.com

PROPOSAL

To: Knife River Attn: Justin Smith

Quote #: 3119
Date: September 24, 2025
Phone #:
Fax #:
Email:

Project: Bridge Street Storm Main Repair

Project #:
Bid Date:
Addendums:

Owner: City of Clarkston

We hereby submit an estimate for the following:

Remove and replace 145' LF of storm main with 15" SDR 35 and 1 manhole under drive surface. **$99,663.00**

Includes: 40 LF of rolled curb, 200 SF of concrete sidewalk.

Excludes: Asphalt, Testing and Traffic control

Excludes: Permits, Fees, Sales Tax, Bond, Testing, Survey, Layout, Rock Exc.
Pricing for all required materials to complete this proposal will be adjusted appropriately from bid date to date materials are ordered after acceptance of proposal. Proposal is subject to fuel surcharges.

We Propose hereby to complete the above described work for the sum of: **$99,663.00**

If accepted, this quotation in it's entirety shall be included in any contractual agreement between M.L. Albright & Sons and prime contractor.
If a contridiction occurs, between the terms of the contract and the terms of this quotation, the language of this quotation shall prevail.

Quote Valid For 30 Days

Payment Terms: Net 30 Days. (3% Transaction Fee For Credit/Debit Card Payments)

ACCEPTANCE OF PROPOSAL - All terms and conditions listed are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made per terms.

Signature: Date:

Ben Waldemarson

Proposal By: Ben Waldemarson

ID Public Works # PWC-C-12040-U-1-2-3 WA Contractor's License # MLALBSI054L9 Federal Tax ID # 82-0476430

Proposal

Knife River Corporation - Mountain West

5450 W Gowen Road
Boise, ID 83709
Contact: **Estimating Department** **krsi.estimating@kniferiver.com**
Phone: **(208) 362-6152**
Fax: **(208) 562-5045**

Quote To:

Job Name:
Date of Plans:
Addendums:

Phone:
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	SOFT SPOT REPAIR DETOUR	1,025.00	SF	45.00	46,125.00
3	SOFT SPOT REPAIR LANE CLOSURE	1,025.00	SF	50.00	51,250.00

[redacted] [redacted]

NOTES:

Bid Notes:

1. Price includes (1) mobilization to job. Each additional mobilization will be invoiced at quoted price.
2. Work will be completed upon a mutually agreed schedule.
3. Knife River shall provide materials in conformance with the mix design provided to it or required in the plans and specifications applicable to this Proposal.

EXCLUSIONS
1. Permits, fees.
2. Performance or payment bonds.
3. Pavement markings or signage.
4. Surveying or staking.
5. Removal/backfill of soft or saturated soils below subgrade.
6. Erosion control or SWPPP.
7. EPA/ DEQ permit, paperwork or inspection requirements.
8.Demolition/removals not specifically quoted.

All terms contained in this Proposal shall be incorporated into any subsequent contract or subcontract agreement between Knife River and the customer. The terms in this Proposal shall survive and control over any conflicting language, notwithstanding any other terms or provisions in any subsequent contract. The terms of this Proposal may only be modified by written agreement signed by Knife River.

All work shall be completed in a workmanlike manner according to the written plans and specifications provided to Knife River and standard industry practices. Any alteration, change or deviation from applicable specifications of the materials or work subject to this Proposal will only be provided upon written direction from the Customer. Customer expressly agrees to pay Knife River any additional costs associated with such alteration, change or deviation.

Knife River shall be paid for actual quantities installed and/or furnished. Payment is due upon progress billings within 30 days of the date of such invoice. Knife River reserves the right to furnish a retainage bond at Knife River's expense in lieu of retainage being held. If retainage is held, retainage will not exceed 5%, and the full release of retainage will be payable upon substantial completion by Knife River of the work set forth in this Proposal. All past due amount(s) shall bear interest at

KELLER ASSOCIATES

733 5th Street, Suite A Clarkston, WA 99403
Phone: 208-295-6095, Fax: 509-295-6104

Project: BD2 Intersection
Client: City of Clarkston
Prepared By: Scott Linja, PE
Printed: 10/23/2025

Change Order 009 - Price Justification

Following substantial completion, a sinkhole has formed in the western leg of the roundabout (US-12/Bridge Street) within the project limits. Investigation revealed that the sinkhole was caused by a failure of the stormwater pipe that was not originally called out for replacement as part of this project. Upon discovery of the issue, the contractor was requested to provide pricing to fix the affected area, including stormwater pipe replacement, curb and gutter replacement (if necessary), base replacement, and asphalt replacement.

Item Description	Quantity	Engineer's Unit Price Estimate	Engineer's Estimate	Contractor's Estimate
[redacted]				
		Repair Option Total (Rounded)	***$149,000.00***	***$160,879.30***

Knife River's proposed pricing for the change order items appear to be reasonable in comparison with the Engineer's estimate and current prices for short turnaround repair work. The Engineer's estimate was based upon similar projects within the project area region, WSDOT unit prices for similar work, and discussions with other local engineers for similar repair efforts.

Scott Linja

Scott Linja, P.E.

KELLER
ASSOCIATES

733 5th Street, Suite A Clarkston, WA 99403
Phone: 208-295-6095, Fax: 509-295-6104

Project: BD2 Intersection
Client: City of Clarkston
Prepared By: Scott Linja, PE
Printed: 10/27/2025

Change Order 009 - Working Day Justification

Following substantial completion, a sinkhole has formed in the western leg of the roundabout (US-12/Bridge Street) within the project limits. Investigation revealed that the sinkhole was caused by a failure of the stormwater pipe that was not originally called out for replacement as part of this project. Upon discovery of the issue, the contractor was requested to provide pricing to fix the affected area, including stormwater pipe replacement, curb and gutter replacement (if necessary), base replacement, and asphalt replacement.

Construction Task	Estimated Working Days	Cumulative Total
Traffic Control Setup	0.5	0.5
Sawcutting	0.5	1.0
Excavation	2.0	3.0
Manhole Installation & Connection	1.0	4.0
Storm Pipe Installation	2.0	6.0
Backfill & Compaction	1.0	7.0
Concrete Work	2.0	9.0
Asphalt Paving	1.0	10.0
TOTAL ESTIMATED WORKING DAYS		10

Scott Linja

Scott Linja, P.E.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 02

Date of Issuance: 10/14/2025	Effective Date: 10/14/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.: 221146
Project: 2021/2025 Clarkston Stormwater Retrofits	Contract Name: 2021 Clarkston Stormwater

The Contract is modified as follows upon execution of this Change Order: Where utility crossing were not shown on the original plans, a unit price for potholing has been established. Twenty-six (26) known crossings are marked on the design plans that fall under this change order but the unit price will apply to any additional unknown utility crossings that are determined after utility locates have occurred.
Attachments:
Liberty NW Potholing unit pricing breakdown and Keller Change Order Documentation. Liberty NW provided a unit cost of $832.05 per additional potholing effort. Per the Revision #1 plans, approximately 26 utility crossings were identified that were not shown in the original plans. The net change to the contract price will be $21,633.30.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 2,324,096.00	Original Contract Times: 150 days (substantial); 180 days (final) Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days or dates
Increase from previously approved Change Orders No. 0 to No. 1 : $ 12,815.35	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1 : 0 days Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days
Contract Price prior to this Change Order: $ 2,336,911.35	Contract Times prior to this Change Order: 150 days (substantial); 180 days (final) Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days or dates
Increase of this Change Order: $ 21,633.30	Increase of this Change Order: 0 Days Substantial Completion: February 14, 2026 Ready for Final Payment: March 14, 2026 days or dates
Contract Price incorporating this Change Order: $ 2,358,544.65	Contract Times with all approved Change Orders: 150 days (substantial); 180 days (final) Substantial Completion: February 14, 2026 Ready for Final Payment: March 14, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title
Date: 10/14/2025	Date	Date

Approved by Funding Agency (if applicable)

By: Melissa Conger (via email) Date: 10/27/2025

Title: Ecology Project Manager

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 03

Date of Issuance: 10/31/2025	Effective Date: 10/31/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.: 221146
Project: 2021/2025 Clarkston Stormwater Retrofits	Contract Name: 2021/2025 Clarkston Stormwater Retrofits

The Contract is modified as follows upon execution of this Change Order: The quantity of asphalt noted in the original bid schedule was incorrect. This change order covers all costs associated with installing the total asphalt area including traffic control, demolition, erosion control, and mobilization. Additionally, an extra 40 days has been added to the contract time accounting for the additional asphalt and winter shutdown of asphalt plants.

Attachments: Liberty NW Construction asphalt pricing breakdown and associated costs and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 2,324,096.00	Original Contract Times: 150 days (substantial); 180 days (final) Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days or dates
Increase from previously approved Change Orders No. 1 to No. 2 : $ 34,448.65	Increase from previously approved Change Orders No. 1 to No. 2 : 0 days Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days
Contract Price prior to this Change Order: $ 2,358,544.65	Contract Times prior to this Change Order: 150 days (substantial); 180 days (final) Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days
Increase of this Change Order: $ 746,172.85	Increase of this Change Order: 40 Days Substantial Completion: March 27, 2026 Ready for Final Payment: April 23, 2026 days or dates
Contract Price incorporating this Change Order: $ 3,104,717.50	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final) Substantial Completion: March 27, 2026 Ready for Final Payment: April 23, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title
Date: 11/3/2025	Date	Date

Approved by Funding Agency (if applicable)

Change Order No. 03

Date of Issuance: 10/31/2025	Effective Date: 10/31/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.: 221146
Project: 2021/2025 Clarkston Stormwater Retrofits	Contract Name: 2021/2025 Clarkston Stormwater Retrofits

The Contract is modified as follows upon execution of this Change Order: The quantity of asphalt noted in the original bid schedule was incorrect. This change order covers all costs associated with installing the total asphalt area including traffic control, demolition, erosion control, and mobilization. Additionally, an extra 40 days has been added to the contract time accounting for the additional asphalt and winter shutdown of asphalt plants.
Attachments: Liberty NW Construction asphalt pricing breakdown and associated costs and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
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Contract Price incorporating this Change Order: $ 3,104,717.50	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final) Substantial Completion: March 27, 2026 Ready for Final Payment: April 23, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature] Engineer (if required)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Title: Project Manager	Title	Title
Date: 11/3/2025	Date	Date

Approved by Funding Agency (if applicable)

Jessica Epley
135 Lake Street South, Suite 1000
Kirkland, WA 98033
(503) 431-0458
Jessica.epley@ziply.com

ziply fiber

October 30, 2025

Sent via electronic mail to Mike Dimmick (mdimmick@clarkston-wa.com)

Mike Dimmick
Public Works Director
829 5th Street
Clarkston, WA 98403

Re: Ordinance 1674 between the City of Clarkston and Ziply Fiber Pacific, LLC dated March 13, 2022

Mr. Dimmick:

I am writing to inform you that Ziply Fiber has entered into an agreement under which NFC Northwest, LLC ("NFC Northwest") will fund construction and own fiber network assets in Clarkston, Washington. As part of this funding agreement, Ziply Fiber Pacific will assign a portion of the Franchise Agreement to NFC Northwest and retain a portion for its directly-owned facilities. Pursuant to Section 24 of the Franchise Agreement, Ziply Fiber is notifying you of a partial transfer of the Franchise Agreement to NFC Northwest.

NFC Northwest is a strategic partnership between BCE, Inc. (Ziply Fiber's ultimate parent company) and PSP Investments ("PSP"), one of Canada's largest pension fund investors. NFC Northwest is jointly owned by Ziply Fiber and PSP. You can learn more about the formation of NFC Northwest in this press release. Each of the partners are committed to the success of NFC Northwest, as further evidenced by the comfort letters from each partner regarding their financial support. See Exhibit A. Ziply Fiber and NFC Northwest are affiliated companies for the purposes of Section 24 of the Franchise Agreement.

Ziply Fiber is assigning the part of its franchise that relates to the last mile fiber that will be owned by NFC Northwest only. All operational matters for building the fiber network in Clarkston will remain with Ziply Fiber. Under Ziply Fiber's agreement with NFC Northwest, Ziply Fiber will file for and coordinate all required permits. Ziply Fiber will manage all construction activities and serve as your point of contact for all activity under both the NFC Northwest franchise and the Ziply Fiber Pacific franchise. Ziply Fiber will manage all citizen comments and questions and will respond to any citizen inquiries. You will see no change in contact personnel as a result of this partial assignment. As Ziply Fiber retains all end user customer relationships, your citizens will see no change in their service provider and all customer matters will remain the responsibility of Ziply Fiber.

Ziply Fiber will retain its franchise for use in building and maintaining certain transport fiber facilities in Clarkston. I have attached a map which demonstrates which current facilities will remain with Ziply Fiber and which current facilities will be owned by NFC Northwest. See Exhibit B. Ziply Fiber anticipates that almost all future construction in Clarkston will be done under the NFC Northwest franchise.

In connection with partial assignment of the Franchise Agreement, NFC Northwest agrees to be bound by all terms and conditions of the Franchise Agreement as it relates to its network. The Effective Date of this partial assignment is January 1, 2026. The following information will apply to the new NFC franchise:

Grantee:	NFC Northwest, LLC, a Delaware limited liability company with an office at 135 Lake Street S, Suite 155; Kirkland, WA 98033
Notice:	NFC Northwest, LLC c/o Ziply Fiber Pacific, LLC 135 Lake Street S, Suite 155 Kirkland, WA 98033 Attn: Legal Department Email: legal@ziply.com

We appreciate your attention to this notice and your continued partnership as we expand fiber infrastructure in Clarkston. Please direct any questions regarding the partial assignment or related operational matters to the undersigned. To proceed, we request acknowledgment of this partial assignment below. We look forward to continuing to work collaboratively with the City and your residents.

Sincerely,

Jessica Epley
VP - Regulatory & External Affairs

City Acknowledgement

The undersigned, as of the date set forth below, hereby acknowledges the partial assignment of Ordinance 1674 between the City of Clarkston and Ziply Fiber Pacific, LLC dated March 13, 2022.

City of Clarkston

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

NFC Northwest, LLC Acceptance

Effective on January 1, 2026, NFC Northwest, LLC hereby agrees to accept partial assignment and to be bound by all of the terms of Ordinance M-4439 between the City of Clarkston and Ziply Fiber Pacific, LLC, dated January 8, 2024.

By:___________________________
Byron E. Springer, Jr.
NFC Northwest, LLC
Authorized Person

ORDINANCE NO. 1737

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.18, WHICH ESTABLISHES REGULATIONS FOR GARBAGE COLLECTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1.0

Clarkston Municipal Code Chapter 14.18 is hereby amended as follows:

14.18.060 Rates.

1. The city council shall establish, by ordinance, rates for sanitation service as provided in RCW 35.92.020.

2. The following rates are hereby established, effective January 1, 202~~5~~*6*:

(a) The following charges shall apply to properties using City provided garbage carts and serviced one time per week. These carts are numbered and owned by the City. Carts will be assigned to the property address by that number. The following rates shall also permit the pickup of yard waste (grass clippings, vegetation, and leaves) that is placed in a City provided 96-gallon mobile cart. The 96-gallon yard waste container is numbered and owned by the City and will be assigned to the property address by that number. The property owner shall be responsible for damages to the cart (either yardwaste or solid waste) caused by misuse or neglect. Multi-unit residential properties larger than a four-plex, commercial properties with the exception of churches (and only upon written request to the City), and persons providing lawn care service for a fee, as evidenced by a city business license, are not subject to the City's yardwaste program.

Classification	**35 Gal Container**	**64 Gal Container**	**96 Gal Container**	**Each additional Yard Waste Container**
Residential	*$25.91*	*$33.32*	*$40.44*	*$10.29*
Multi-Residential -Per unit	*$25.91*	*$33.32*	*$40.44*	*$10.29*
Commercial	*$28.43*	*$38.30*	*$48.36*	N/A
Churches w/yardwaste	*$31.14*	*$40.93*	*$50.99*	*$10.08*
Extra Can / Garbage	*$10.29*	*$18.21*	*$28.57*	

(b) Dumpster Charges – All accounts using bins of one cubic yard or greater shall be charged according to the following schedule:

Effective January 1, 202~~5~~*6* rates up to 2CY include a City provided Dumpster.

SANITATION RATES-DUMPSTERS							
	CHARGE	**2X/WK**	**3X/WK**	**4X/WK**	**5X/WK**	**6X/WK**	**EXTRA P.U.**
1 CY	*$55.63*	*$111.26*	*$166.89*	*$222.52*	*$278.15*	*$333.78*	*$12.80*
1.5 CY	*$83.44*	*$166.88*	*$250.32*	*$333.76*	*$417.20*	*$500.64*	*$19.21*
2 CY	*$111.25*	*$222.50*	*$333.75*	*$445.00*	*$556.25*	*$667.50*	*$25.61*
3 CY	*$166.88*	*$333.76*	*$500.64*	*$667.52*	*$834.40*	*$1,001.28*	*$38.41*
4 CY	*$222.50*	*$445.00*	*$667.50*	*$890.00*	*$1,112.50*	*$1,335.00*	*$51.21*
5 CY	*$278.13*	*$556.26*	*$834.39*	*$1,112.52*	*$1,390.65*	*$1,668.79*	*$64.01*
6 CY	*$333.75*	*$667.50*	*$1,001.25*	*$1,335.00*	*$1,668.75*	*$2,002.50*	*$76.82*
10 CY	*$556.25*	*$1,112.50*	*$1,668.75*	*$2,225.00*	*$2,781.25*	*$3,337.50*	*$128.03*

3. Standby Charges:

(a) Owners or managers of residential and commercial properties may apply to the city for suspension of service prior to the time the premises become unoccupied. Application shall be made on forms provided by the city. Upon approval, the sanitation service shall be suspended and the regular charge for the service shall be suspended and replaced with a service/standby charge until the premises are reoccupied.

(b) No credit for suspension of service shall be given unless the premises remain unoccupied for 90 consecutive days.

(c) Service/standby charges shall take effect the month following the date the property owner/manager makes application to the city, provided the property has been vacant for 30 consecutive days.

(d) Upon re-occupancy, the regular charge shall be re-established. The owner shall notify the city of the re-occupancy.

(e) Service/standby charges for qualifying properties under this section shall be $5.00 per month for residential and commercial properties.

(f) A fee of $15.00 shall be charged to reactivate the suspended service on standby.

4. Non-resident Charges. All accounts located outside Clarkston's city limits shall be charged at a rate of 50% greater than charges for identical service within the city limits.

5. Fees for Transporting Roll-off Containers. The charges for pickup and dumping of commercial roll-off units shall be:

Classification	**Charges**
Compaction Units	$180.00 per trip
Demolition Units	$180.00 per trip
Rent for Roll-off	$35.00 per week
Rent for containers up to 5 c.yd.	$25.00 per month
Tipping fees	Actual based on weight tickets
Delivery fee for Roll-off	$30.00

6. No later than November of each year the City Council shall review the rates for all classifications of service and adjust the rates as necessary to ensure that operating expenses of the utility are met. Rate changes shall be set by ordinance and become effective on January 1 of each year.

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 202~~5~~6 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 24th day of November, 2025.

Monika Lawrence, Mayor

Authenticated:

Rachel Frost, City Clerk

CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and Visit Lewis-Clark Valley, a Washington nonprofit corporation, hereinafter referred to as "Visit L-C Valley".

WHEREAS, the City is desirous of advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion, and

WHEREAS, VISIT L-C VALLEY has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I

That VISIT L-C VALLEY will provide the above-referenced services on behalf of the City during the year 2026.

II

That VISIT L-C VALLEY will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

III

That in consideration of the performance of this contract, the City shall pay to VISIT L-C VALLEY a maximum of one hundred fifty thousand dollars ($150,000.00) to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment to VISIT L-C VALLEY will be made on a reimbursement basis. VISIT L-C VALLEY shall provide copies of paid invoices to substantiate billings to the City of Clarkston.

IV

That the duration of this contract shall begin January 1, 2026 and run through December 31, 2026.

V

That VISIT L-C VALLEY shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which VISIT L-C VALLEY shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That VISIT L-C VALLEY shall provide liability insurance for the duration of the contract naming the City as an additional insured and, in an amount, determined by the City; and file for a permit to use City property, if applicable.

VII

That VISIT L-C VALLEY shall provide information necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this 10th day of November 2025.

CITY OF CLARKSTON	VISIT LEWIS-CLARK VALLEY
______________________________	______________________________
Monika Lawrence, Mayor	Michelle Peters, President/CEO

CONTRACT FOR SERVICES/INTERLOCAL AGREEMENT

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and Asotin County Public Facilities District, a public entity incorporated in the State of Washington corporation, hereinafter referred to as "ACPFD".

WHEREAS, The City has implemented the lodging tax authorized at RCW 67.28 and established a special fund for the revenue for the purposes of paying for tourism promotion and marketing, acquisition of tourism related facilities, or operation of tourism related facilities and;

WHEREAS, Revenue is restricted to activities regarded as tourism promotion and marketing including marketing and operations of special events and festivals designed to attract tourists; supporting operations and capital expenditures of municipality owned tourism related facilities or public facilities or supporting operations of tourism-related facilities owned or operated as non-profit organizations, under federal law;

WHEREAS, ACPFD has applied to the City of Clarkston's Lodging Tax Advisory Committee for funding for operation and/or capital costs of a tourism-related facility owned by a municipality and has provided an estimation of how the funding will result in an increase of the number of people traveling for business or pleasure on a trip to the City of Clarkston, away from their place of residence or business in paid accommodations, more than fifty miles from their place of residence for the day or staying overnight, or from another country or state outside of their place of residence or their business;

WHEREAS, The Lodging Tax Advisory Committee has selected ACPFD as a candidate to be granted lodging tax revenue,

NOW, THEREFORE, based on the application, and recommendation of Lodging Tax Advisory Committee, the City Council for the City of Clarkston awards ACPFD $50,000 to be spent in the operation and/or capital costs for the purpose of attracting visitors and encouraging tourist expansion during the calendar year 2026;

Payment will be reimbursed only on invoices submitted to the City that clearly indicate the funds were used for the above-referenced specific services;

The City may consult with the Lodging Tax Advisory Committee at any time regarding the invoices and how they reflect compliance with the application provided to the Committee;

ACPFD will be included in any discussions regarding the appropriateness of the expenditure;

The City may deny payment based on consultation with the Lodging Tax Advisory Committee and upon findings that the expenditure is not in conformance with RCW 67.28 as currently enacted and may be amended;

ACPFD shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books, and/or pertinent information which the ACPFD shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid from funds received from the City in accordance with this contract;

ACPFD will provide liability insurance for the duration of the contract naming the City as additional insured in an amount determined by the City;

ACPFD will provide a report of the increase in number of people traveling for business or pleasure (a) from their place of residence or business and staying overnight in paid accommodations; (b) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; and (c) from another country or state outside of their place of residence or their business to the City of Clarkston or the County of Asotin as necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

This resolution memorialized the agreement terms for award of the grant of the lodging tax revenue from the City to ACPFD. By signing below the parties indicate their agreement to these terms.

DATED this 10th day of November 2025.

CITY OF CLARKSTON	ASOTING COUNTY PUBLIC FACILITIES DISTRICT
________________________ Monika Lawrence, Mayor	________________________ Scott Stoll