

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, DECEMBER 22, 2025**

1. **REGULAR MEETING CALL TO ORDER: 5:30 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES: December 8, 2025 Regular Meeting**
5. **COMMUNICATIONS:**
 - A. **From the Public:**
 - B. **From the Mayor:**
 - C. **From Staff or Employees:**
6. **COMMITTEE REPORTS:**
 - A. **Finance/Admin – Audit Report on Current Bills**
 - B. **Public Safety – Did not meet**
 - C. **Public Works – 12/16/2025**
 - D. **Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
7. **UNFINISHED BUSINESS:**
 - A. **Ordinance 1738, 2026 Budget – 2nd Reading (Finance/Admin)**
 - B. **Ordinance 1739, Amending CMC 17.10.030 Land Use Requirements – 2nd Reading (Public Works)**
8. **CONSENT AGENDA:**
 - A. **GMA Periodic Update Grant – FY2026 – Dept of Commerce (Public Works)**
 - B. **Letter of Intent to Comply with WSDOT Title VI Plan – WSDOT (Public Works)**
 - C. **USDOT Standard Title VI/Non-Discrimination Assurances – USDOT (Public Works)**
 - D. **Title VI Accomplishments & Goals Report – WSDOT (Public Works)**
 - E. **Resolution 2025-15, 2026 Position Allocation (Finance/Admin)**
 - F. **Resolution 2025-16, Non-Represented Salaries (Finance/Admin)**
 - G. **City Attorney Retainer Agreement – Todd Richardson (Finance/Admin)**
 - H. **Contract for Indigent Defense Services, 2026 – Neil P. Cox (Finance/Admin)**
 - I. **AWC Workers' Compensation Updated Service Agreement – AWC Retro Pool (Finance/Admin)**
 - J. **2021/2025 Stormwater Retrofits Change Order 09 – Liberty NW Construction (Finance/Admin)**
 - K. **2021/2025 Stormwater Retrofits Change Order 10 – Liberty NW Construction (Finance/Admin)**
 - L. **2021/2025 Stormwater Retrofits Change Order 11 – Liberty NW Construction (Finance/Admin)**
 - M. **2021/2025 Stormwater Retrofits Change Order 12 – Liberty NW Construction (Finance/Admin)**
 - N. **2021/2025 Stormwater Retrofits Change Order 13 – Liberty NW Construction (Finance/Admin)**
 - O. **2021/2025 Stormwater Retrofits Change Order 14 – Liberty NW Construction (Finance/Admin)**
 - P. **WSDOT Supplemental Agreement 3, Holy Family SRTS – Keller Associates (Finance/Admin)**
 - Q. **WSDOT Supplemental Agreement 3, Grantham SRTS – Keller Associates (Finance/Admin)**
 - R. **Local Government Consistency Determination Form – Asotin Co PUD (Finance/Admin)**
 - S. **Agreement for Professional Services – J-U-B Engineers, Inc. (Finance/Admin)**
 - T. **FY 2026 STOP Grant (Finance/Admin)**
 - U. **Support Services Agreement, Victim/Witness Services – Deborah Grandorff (Finance/Admin)**
9. **NEW BUSINESS: None**
10. **COUNCIL COMMENTS:**
11. **QUESTIONS FROM THE PRESS:**
12. **EXECUTIVE SESSION: None**
13. **ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
December 08, 2025

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

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

AGENDA CHANGES: Mayor Lawrence advised Executive Session would be added to the beginning of the agenda and the addition of the Periodic Update Grant letter was being added under New Business.

APPROVAL OF MINUTES: Minutes of the November 24, 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 20 minutes, and no decision will be made as a result of the meeting. At 5:54pm, a 10-minute extension was requested. At 6:04pm, a 10-minute extension was requested. At 6:14pm, a 5-minute extension was requested. At 6:19pm, a 5-minute extension was requested. At 6:24pm, a 5-minute extension was requested. At 6:30pm Council returned to regular session.

COMMUNICATIONS:

A. From the Public: Rolin Heyvelt
Kim Humphrey
Stephen Kessinger
Cheryl Yarborough
John Grant
Heidi McNutt

B. From the Mayor: None.

C. From Staff or Employees: Chief Daniel announced the new jail is operational and the inmates have been moved. Attorney Richardson provided an explanation on Cheryl Yarborough's case and next steps. Attorney Richardson explained he was coming to council today to ask for approval to abate the property located at 812 9th street and place a lien on the property in the amount of the expenditures. He asked council to make a decision on allowing Cheryl Yarborough more time to continue cleaning efforts or to move forward with abatement. Councilmember Pierce asked if there is a reason not to let her continue her cleaning efforts. Councilmember Evans stated to give her more time. Councilmember Pierce agreed if forward progress is being made. Councilmember Albers asked for "check-ins" be made for reasonable progress. Attorney Richardson stated he will bring this back to Council in two weeks. Councilmember Pierce asked if Code Enforcement Officer Turner could give progress updates and thanked Cheryl. Mayor Lawrence summarized that Council expects a 2 week progress report and then will proceed from there.

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the December 8, 2025 period of \$1,091,721.17. 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 VINTON/ALBERS to approve the Consent Agenda. Motion Carried.

- A. 2021/2025 Stormwater Retrofits Change Order 06 – Liberty NW Construction (Public Works)
- B. 2021/2025 Stormwater Retrofits Change Order 07 – Liberty NW Construction (Public Works)
- C. 2021/2025 Stormwater Retrofits Change Order 08 – Liberty NW Construction (Public Works)
- D. Special Event Permit, Construction Career Day – Gear Up & Clk High School (Finance/Admin)

NEW BUSINESS:

A. Ordinance 1738, 2026 Budget – 1st Reading (Finance/Admin) Clerk Frost read the Ordinance by title. Vote will be at the next meeting.

B. Ordinance 1739, Amending CMC 17.10.030 Land Use Requirements – 1st Reading (Public Works) Clerk Frost read the Ordinance by title. Vote will be at the next meeting.

C. Periodic Update Grant – Department of Commerce (Finance/Admin) PWD Dimmick provided a brief explanation on the letter and the required updates to the comprehensive plan. MOTION BY PIERCE/REAVES to approve the mayor signing the letter. Motion Carried.

COUNCIL COMMENTS: Councilmember Pierce stated it is apparent that time is needed in order to figure out EMS moving forward. To do so, council has asked Clerk Frost to prepare a budget amendment to fund EMS for all or some of 2026 while we get estimates from neighboring places and look at feasibility. Councilmember Albers commented that we have to look at our budgeting and reorganizing with more money going out then coming in. She stated we really need to understand our revenue and expenses and at the same time realize public safety is important. Councilmember Reaves agreed that it is councils' job to find a solution for EMS.

PRESS QUESTIONS: Kerri Sandaine asked “does that mean the layoffs will stay effective?” Councilmember Albers said there are steps to be taken and need to be followed.

ADJOURNMENT:

Meeting adjourned at 7:06pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 12/8/25	Ck #81423-81483	\$792,605.42
Payroll 12/05/25	Ck #81398-81422	\$299,115.75

Public Works 12/16/25

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

1. Washington Department of Commerce grant. We received that grant for the comprehensive plan development with \$10,000
2. 6th St we've had a request for a handicapped parking spot near the senior center. We will explore options
3. Payment from ecology to Liberty has been made.
4. Sinkhole repair bill has come in. Federal construction grant paid for the majority of it. The city paid 5% of the remainder.
5. Title VI goal report for Clarkston has been completed and needs to be submitted to WSDOT.
6. Keller won an engineering award for the design of the roundabout. The award is being presented in February. If a council member is available to attend, Keller would appreciate it.

ORDINANCE NO. 1738

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the Mayor of the City of Clarkston, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expense of government of the City for the fiscal year ending December 31, 2026; and

WHEREAS, a notice was published that the City Council would meet on November 24, 2025 at 5:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2026; and

WHEREAS, the 2026 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Clarkston for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Clarkston for the 2026 fiscal year and being sufficient to meet the various needs of the City of Clarkston during that period;

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

Section 1. The budget for the City of Clarkston, Washington, for the year 2026 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2026 FINAL BUDGET, CITY OF CLARKSTON, copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Clarkston, and aggregate totals for all such funds combined, for the year 2026 are set forth in summary form on Exhibit A (attached) and are hereby appropriated for expenditure at the fund level during the year 2026 as set forth on Exhibit A.

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the State Auditor's Office and the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after publication of the attached summary, which is hereby approved.

Dated this 22nd day of December, 2025

Authenticated:

Monika Lawrence, Mayor

Rachel Frost, City Clerk

SUMMARY OF ORDINANCE NO. 1738
OF THE CITY OF CLARKSTON, WASHINGTON

On December 22, 2025, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1738, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE
FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026
AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of December 22, 2025.

Rachel Frost, City Clerk

Published: _____

CITY OF CLARKSTON
2026 FINAL BUDGET
JANUARY 1, 2026

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
001	CURRENT EXPENSE	\$ 4,240,275	\$ 5,972,347	\$ 80,500	\$ 7,499,932	\$ 205,000	\$ 2,588,189
004	CE RESERVE	\$ 1,431,471	\$ 15,000	\$ 70,000	\$ -	\$ -	\$ 1,516,471
006	EMP BENEFIT RESERVE	\$ 525,020	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ 585,020
007	COMMUNITY PROJECTS	\$ 39,400	\$ 500	\$ -	\$ 2,500	\$ -	\$ 37,400
010	NATIONAL NIGHT OUT	\$ 2,254	\$ -	\$ -	\$ 1,050	\$ -	\$ 1,204
011	VICTIM'S RIGHTS	\$ 3,530	\$ 100	\$ -	\$ 1,000	\$ -	\$ 2,630
016	VEHICLE REPLCMENT	\$ 1,238,407	\$ 110,000	\$ -	\$ -	\$ 79,000	\$ 1,269,407
017	D A R E	\$ 5,712	\$ 100	\$ -	\$ -	\$ -	\$ 5,812
037	CDBG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	RESCUE ONE	\$ 63,008	\$ 1,250	\$ -	\$ 1,000	\$ -	\$ 63,258
103	STREET FUND	\$ 982,036	\$ 6,476,503	\$ 890,000	\$ 6,700,945	\$ 20,000	\$ 1,627,594
104	TRANS BENEFIT DIST	\$ 1,989,400	\$ 710,000	\$ -	\$ -	\$ 890,000	\$ 1,809,400
105	STREET RESERVE	\$ 162,818	\$ 1,000	\$ 20,000	\$ -	\$ -	\$ 183,818

CITY OF CLARKSTON
2026 FINAL BUDGET
JANUARY 1, 2026

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
108	DRUG ENFORCEMENT	\$ 6,828	\$ 100	\$ 10,000	\$ 12,500	\$ -	\$ 4,428
120	EMS / AMBULANCE	\$ 673,350	\$ 319,638	\$ -	\$ 203,638	\$ 1,500	\$ 787,850
121	EMS CAP RESERVE	\$ 91,894	\$ -	\$ -	\$ -	\$ -	\$ 91,894
130	LODGING TAX FUND	\$ 847,912	\$ 185,000	\$ -	\$ 187,050	\$ -	\$ 845,862
306	MUNICIPAL CAP IMPRV	\$ 1,223,557	\$ 100,000	\$ -	\$ -	\$ -	\$ 1,323,557
409	STORMWATER O & M	\$ 71,259	\$ 3,717,810	\$ 165,000	\$ 3,823,125	\$ -	\$ 130,944
410	SANITATION O&M	\$ 1,615,357	\$ 1,678,648	\$ 50,000	\$ 1,500,072	\$ 125,000	\$ 1,718,933
411	SAN. EQUIP RSRV	\$ 405,125	\$ 4,000	\$ 50,000	\$ -	\$ -	\$ 459,125
TOTALS		\$ 15,618,614	\$ 19,301,996	\$ 1,385,500	\$ 19,932,813	\$ 1,320,500	\$ 15,052,797

ORDINANCE 1739

**AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON,
AMENDING CLARKSTON MUNICIPAL CODE 17.10.030 TO AMEND THE
LAND USE REQUIREMENTS**

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

SECTION 1.0 AMENDMENT OF CHAPTER 17.10.030

Exclusionary Zoning

	R-1	R-2	R-3	S-C	N-C	D-C	M-C	P-C	H-I	Parking
Aircraft hangar	N	N	N	N	N	N	N	Y	Y	Q
Adult family home	Y	Y	Y	N	N	N	Y	N	N	D
Apartment houses	N	Y**	Y	N	N	Y	Y	Y	N	B
Arcade	N	N	N	Y	Y	Y	N	N	N	Q
Asphalt plant	N	N	N	N	N	N	N	N	Y	O
Automobile body repair shop	N	N	N	Y	N	N	N	Y	N	M
Automobile rental	N	N	N	Y	N	N	N	Y	N	M
Automobile sales or service	N	N	N	Y	N	N	N	Y	N	M
Automobile storage	N	N	N	Y	N	N	N	Y	Y	O
Bakery	N	N	N	Y	Y	Y	N	Y	N	N
Bank/financial institution	N	N	N	Y	Y	Y	N	N	N	L
Bar, tavern or cocktail lounge	N	N	N	Y	N	Y	N	Y	N	P
Beauty, barbershop	N	N	N	Y	Y	Y	Y	N	N	K
Bed and breakfast inn	CU	CU	Y	Y	Y	Y	Y	N	N	C
Billboard	N	N	N	N	N	N	N	N	N	
Boat building or repair	N	N	N	Y	N	N	N	Y	Y	N
Boat/mobile home	N	N	N	Y	N	N	N	Y	N	M
Boat moorage, commercial	N	N	N	Y	N	N	N	Y	Y	L
Bottling plant	N	N	N	N	N	N	N	N	Y	O
Bowling alley	N	N	N	Y	N	Y	N	Y	N	I
Brewery/distillery/winery	N	N	N	Y	N	Y	N	Y	Y	Q
Building supply outlet	N	N	N	Y	N	Y	N	Y	Y	L

	R-1	R-2	R-3	S-C	N-C	D-C	M-C	P-C	H-I	Parking
Business or professional office	N	N	CU	Y	Y	Y	Y	Y*	N	K
Cabinet/furniture shop	N	N	N	Y	N	N	N	Y	Y	N
Car wash	N	N	N	Y	N	N	N	N	N	Q
Cement/clay products manufacturing	N	N	N	N	N	N	N	N	Y	O
Cemetery	Y	Y	Y	Y	Y	Y	Y	N	N	Q
Chemical storage	N	N	N	N	N	N	N	N	Y	O
Child day care center	CU	CU	CU	CU	CU	CU	CU	N	N	H
Church	Y	Y	Y	Y	Y	Y	Y	N	N	E
Concrete batch plant	N	N	N	N	N	N	N	N	Y	N
Contractors' storage yard	N	N	N	N	N	N	N	Y	Y	L
Convenience store (floor area <2,500 sq. ft.)	N	N	N	Y	Y	Y	N	Y	N	J
Convenience store (floor area >2,500 sq. ft.)	N	N	N	Y	Y	Y	N	Y	N	J
Dairy products processing	N	N	N	N	N	N	N	Y	Y	N
Dance, music, voice studio	N	N	N	Y	Y	Y	N	Y	N	L
Dormitory	N	Y*	Y	N	N	N	N	N	N	D
Drug store	N	N	N	Y	Y	Y	Y	Y	N	K
Dry cleaning establishment	N	N	N	Y	Y	Y	N	N	N	M
Duplex dwelling	Y	Y	Y	N	N	N	N	N	N	A
Equipment rental/sales yard	N	N	N	Y	N	N	N	Y	Y	L
Espresso/food stand	CU	CU	CU	Y	Y	N	Y	Y	N	O
Farming (with livestock)	N	N	N	N	N	N	N	N	N	
Farming (without livestock)	N	N	N	N	N	N	N	N	N	
Farm or heavy equipment sales/service	N	N	N	Y	N	N	N	Y	Y	L
Funeral home	N	Y	Y	Y	N	N	N	N	N	L
Food processing plant	N	N	N	N	N	N	N	Y	Y	O
Food store (floor area <2,500 sq. ft.)	N	N	N	Y	Y	Y	N	Y	N	M

Food store (floor area >2,500 sq. ft.)	N	N	N	Y	CU	N	N	Y	N	M
Fraternity/sorority house	N	Y*	Y	N	N	N	N	N	N	D
Freight terminal	N	N	N	N	N	N	N	Y	Y	O
Frozen food locker	N	N	N	Y	N	N	N	N	N	M
Fuel yard	N	N	N	N	N	N	N	N	Y	Q
Furniture refinishing	N	N	N	Y	N	N	N	Y	Y	M
Garage, private	Y	Y	Y	Y	N	N	Y	N	N	Q
Garage, repair	N	N	N	Y	N	N	N	Y	Y	N
Gas station	N	N	N	Y	Y	N	N	Y	Y	L
Gift shop	N	N	N	Y	Y	Y	N	Y	N	L
Grain storage	N	N	N	N	N	N	N	Y	Y	Q
Hazardous waste facility	N	N	N	N	N	N	N	N	Y	O
Health club, private	N	N	N	Y	Y	Y	N	Y	N	L
Home occupation	Y	Y	Y	N	N	N	N	N	N	Q
Hospital	N	N	N	N	N	N	Y	N	N	D
Hotel	N	N	N	Y	N	Y	Y	Y	N	C
Ice manufacturer – Cold storage plant	N	N	N	N	N	N	N	Y	Y	O
Industrial use, heavy	N	N	N	N	N	N	N	N	Y	O
Industrial use, light	N	N	N	Y	N	N	N	Y	Y	O
Junkyard	N	N	N	N	N	N	N	N	N	
Kennel	N	N	N	N	N	N	N	N	Y	M
Laundry, commercial/industrial	N	N	N	Y	N	N	N	Y	N	K
Laundry, self serve	N	N	N	Y	Y	Y	N	Y	N	J
Machine shop	N	N	N	Y	N	N	N	Y	Y	N
Manufacturing	N	N	N	N	N	N	N	Y	Y	O
Manufactured house	Y	Y	Y	N	N	N	Y	N	N	A
Manufactured housing park	N	N	Y*	N	N	N	N	N	N	A
Marijuana, retail/medical processing ¹	N	N	N	N	N	N	N	N	Y	O

Marijuana, retail/medical production ¹	N	N	N	N	N	N	N	N	Y	O
Marijuana, retail/medical retail sales ¹	N	N	N	Y	N	Y	N	Y	N	K
Marina	N	N	N	N	N	N	N	Y	Y	L
Meat packing plant	N	N	N	N	N	N	N	Y	Y	O
Medically related professional office	N	N	Y*	Y	Y	Y	Y	Y	N	K
Medical, dental, optical laboratory	N	N	N	Y	N	Y	Y	Y	N	K
Mobile home park	N	N	Y*	N	N	N	N	N	N	A
Monument works	N	N	N	Y	N	Y	N	Y	Y	N
Mortuary	N	N	N	Y	N	N	Y	N	N	L
Motel	N	N	N	Y	N	N	N	Y	N	C
Nursery for flowers and	N	N	N	Y	Y	N	N	Y	Y	M
Nursing home	Y	Y	Y	N	N	N	Y	N	N	D
Parking lot	N	N	CU	Y	Y	Y	Y	Y	Y	Q
Petroleum storage	N	N	N	N	N	N	N	N	Y	Q
Photo studio	N	N	N	Y	Y	Y	N	Y	N	K
Planned development	Y	Y	Y	Y	Y	Y	Y	N	N	A
Print shop	N	N	N	Y	N	Y	N	Y	N	M
Public utility yard	N	N	N	N	N	N	N	Y	Y	Q
Recreational facility, public	CU	CU	CU	CU	N	N	N	CU	N	Q
Recreational vehicle park	N	N	CU	Y	N	N	N	N	N	B
Recycling center	N	N	N	N	N	N	N	N	Y	Q
Recycling collection point	Y	Y	Y	Y	Y	Y	Y	Y	Y	Q
Recycling plant	N	N	N	N	N	N	N	N	Y	O
Rendering plant	N	N	N	N	N	N	N	N	N	
Research laboratory	N	N	N	Y	N	N	Y	Y	Y	L
Restaurant	N	N	N	Y	Y	Y	N	Y	N	P
Restaurant, drive-in	N	N	N	Y	Y	N	N	N	N	P***

Retail store (floor area <2,500 sq. ft.)	N	N	N	Y	Y	Y	N	Y	N	M
Retail store (floor area >2,500 sq. ft.)	N	N	N	Y	N	Y	N	Y	N	M
Sanitary landfill	N	N	N	N	N	N	N	N	N	Q
Sales, occasional	N	N	N	Y	Y	Y	N	Y	N	K
Schools (college)	N	N	N	Y	N	N	Y	N	N	H
Schools (K – 12)	Y	Y	Y	Y	N	N	N	N	N	H
Second-floor apartment	Y	Y	Y	Y	Y	Y	Y	Y	N	B
Service station	N	N	N	Y	N	N	N	Y	N	L
Sign shop	N	N	N	Y	N	Y	N	Y	N	N
Single-family dwelling	Y	Y	Y	N	N	N	Y	N	N	A
Storage rental unit	N	N	N	Y	N	N	N	Y	N	Q
Terminal yard, trucking	N	N	N	N	N	N	N	Y	Y	Q
<u>Townhouse</u>	N	Y	Y	N	Y	N	Y	N	N	A
Tire shop	N	N	N	Y	N	N	N	Y	Y	M
Theater, interior	N	N	N	Y	N	Y	N	N	N	E
Transportation facility	N	N	N	N	N	N	N	Y	Y	Q
Truck and tractor repair	N	N	N	N	N	N	N	Y	Y	M
Upholstery shop	N	N	N	Y	N	Y	N	Y	Y	N
Veterinary clinic	N	N	N	Y	N	N	N	Y	Y	M
Warehouse	N	N	N	Y	N	N	N	Y	Y	O
Wholesale distributing facility	N	N	N	Y	N	N	N	Y	Y	O
Wireless telecommunication facility	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	Y*	CU
Wood processing plant	N	N	N	N	N	N	N	Y	Y	O
Wrecking yard	N	N	N	N	N	N	N	N	N	O

* Review special requirements.

** Maximum of four attached units (four-plex).

*** In addition to the parking requirement, eight stacking spaces for the drive-up window, with a minimum of four such spaces designated for the ordering station. Such spaces shall be designed so as not to impede pedestrian or vehicular circulation on the site or on any abutting streets.

1 Review special state requirements.

(2) Distinction Between Downtown Commercial Area and Service Commercial Area. Clarkston's downtown business district is a concentrated mix of commercial uses which are primarily pedestrian-oriented. This orientation is complemented by generous on-street and off-street parking.

The service commercial areas are primarily one-stop activities which are vehicular-oriented. This orientation is complemented by ready access from and locations on major arterial streets.

Recognizing these distinctions, certain land uses are appropriately located in the service commercial area which are not appropriate or compatible with the downtown commercial area. These uses are:

Auto body repair shop
 Auto sales and service
 Auto storage
 Boat building or repair
 Boat and mobile home sales/service
 Bottling plant
 Cabinet/furniture shop
 Car wash
 Commercial boat moorage
 Convenience store
 Dependent mobile home park
 Drive-in theater
 Farm or heavy equipment sales/service
 Frozen food locker
 Furniture refinishing
 Garage, private
 Garage, repair
 Kennel
 Marina
 Motel
 Nursery for flowers and plants
 Recreational vehicle park
 Recycling center
 Schools (college)
 Service station
 Storage rental unit
 Tire shop
 Veterinary clinic
 Warehouse
 Wholesale distributing facility

REQUIREMENTS

	R-1	R-2	R-3	S-C	N-C	D-C	M-C	H-I P-C
General requirements:								
Minimum lot size in square feet	5,000	5,000 ₆	5,000 ₆	5,000	5,000 ₆	NA	5,000 ₆	NA

Area required for each additional dwelling units (s.f.)	3,500 ¹	2,000 ²	0 ⁶	NA	NA	NA	NA	NA
Minimum lot width	50	50	50	50	50	NA	NA	NA
Minimum lot depth	100	100	100	100	100	NA	NA	NA
Primary building:								
Front yard setback	25	20	20	15	15	0	20	0
Rear yard setback	15	15	15	15	15	0	15	0
Side yard setback	7	7 ₅	7 ₅	5	5 ₅	0	5 ₅	0
Side yard setback, corner lot, street side	15	15	15	0	0	0	0	0
Auxiliary building: (less than 120 s.f.)								
Front yard setback	25	20	20	15	15	0	20	0
Rear yard setback	3	3	3	0 or 15 ³	0 or 15 ₃	0	0 or 15 ₃	0
Side yard setback	3	3	3	0 or 15 ³	0 or 15 ₃	0	0 or 15 ₃	0
Auxiliary building: (more than 120 s.f.)								
Front yard setback	25	20	20	15	15	0	20	0
Rear yard setback	3 or 10 ⁴	3 or 10 ⁴	3 or 10 ⁴	0 or 15 ³	0 or 15 ₃	0	0 or 15 ₃	0
Side yard setback	5	5	5	0 or 15 ³	0 or 15 ₃	0	0 or 15 ₃	0
Maximum lot coverage by structures	40%	50%	50%	60%	60%	100%	60%	100%
Building height limit	35 ₇	35 ₇	35 ₇	50 ₇	35 ₇	50 ₇	50 ₇	50 ₇

1 To a maximum of two *dwelling* units ~~contained within a single structure (duplex), and one structure~~ per lot.

2 To a maximum of four *dwelling* units ~~contained within a single structure, and one structure~~ per lot.

3 The larger setback is required where the yard adjoins a residential property.

4 The larger setback is required where no alley adjoins the rear lot. The larger setback also applies to garages on alleys where the vehicular access to the garage is perpendicular to the alley or at an angle between 45 and 90 degrees to the alley, to allow for safe visibility.

5 Townhouse common wall (fire separated wall) may have a zero foot setback. The exposed end walls (non-fire rated assembly) shall meet the setback as described in respective zone.

6. Individual townhouses are exempt from the minimum lot size. The total land area the townhouse complex is located on must meet the minimum lot size and additional dwelling unit area requirements.

7. Building height limit is for primary structures in R-1, R-2, R-3, and NC zones. Auxiliary building height in R-1, R-2, R-3, and NC zones are restricted to 16 foot wall height. Any building in SC, PC, MC, and HI zones are limited to a maximum height of 50 feet. Building height in an MC zone is limited to 35 feet if the building property borders an R-1, R-2, or R-3 zone

NOTE: The maximum eave overhang or other building projection allowed is four inches for every 12 inches of required setback. The required setback is measured from the property line to the outside of the foundation wall.

SECTION 2.0 EFFECTIVE DATE

This ordinance shall take effect five days after its passage, approval, and publication.

Dated this 22nd day of December, 2025.

Monika Lawrence, Mayor

Authenticated by:

Approved as to form:

Rachel Frost, City Clerk

Todd Richardson, City Attorney

Publication Date:



Interagency Agreement with

City of Clarkston

through

Growth Management Services

**Contract Number:
26-63114-009**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63114-009

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Clarkston 829 Firth Street Clarkston, WA 99403		2. Contractor Financial Representative Rachel Frost City Clerk rfrost@clarkston-wa.com	
3. Contractor Representative Mike Dimmick Public Works Director mdimmick@clarkston-wa.com		4. COMMERCE Representative Suzanne Austin Senior Planner suzanne.austin@commerce.wa.gov	
5. Contract Amount \$10,000		6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	
7. Start Date Date of Execution		8. End Date June 30, 2026	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007406-00	
12. UBI # N/A		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Clarkston with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Copy – do not sign			
Monika Lawrence, Mayor City of Clarkston _____ Date		Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **ten thousand dollars (\$10,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-009. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks & Deliverables	Description	End Date
Task 1	Complete critical areas analysis	
Deliverable 1	D1: Critical Areas Checklist	June 12, 2026
Task 2	SEPA analysis	
Deliverable 2	D2: SEPA Checklist	June 12, 2026
Task 3	Development Regulations analysis	
Deliverable 3	D3: Periodic Update Checklist for Partially-Planning	June 12, 2026

Attachment B: Budget

Deliverable	SFY26 Amount
D1: Critical Areas Checklist	\$4,000
D2: SEPA Checklist and Determination	\$3,500
D3: Periodic Update Checklist for Partially-Planning	\$2,500
Contract Total (State Fiscal Year 2026 only)	\$10,000



Letter of Intent to Comply with WSDOT Title VI Plan

In lieu of adopting a Title VI Plan, the City of Clarkston Washington agrees to comply with the WSDOT Title VI Plan.

The City of Clarkston Washington assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Clarkston Washington further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the City of Clarkston Washington distributes federal aid funds to a sub-recipient, the City of Clarkston Washington of will include Title VI language in all written agreements and will monitor for compliance.

The City of Clarkston Washington is responsible for initiating and monitoring Title VI activities, collecting data, preparing reports (including Appendix 28.93) and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation, WSDOT Title VI Plan, and the WSDOT Local Area Guidelines manual.

Signature

Public Works Director
Title

Michael L Dimmick Public Works Director
Name and Title of Public Works/Transportation Manager

Michael L Dimmick Public Works Director
Name and Title of Title VI Coordinator

12-22-2025
Date Executed

mdimmick@clarkston-wa.com
Email Address

mdimmick@clar
Email Address

Required Attachment: signed, unaltered USDOT1050.2a, Standard Title VI Assurances

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The City of Clarkston (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Clarkston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Monika Lawrance also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the City of Clarkston access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the City of Clarkston. You must keep records, reports, and submit the material for review upon request to City of Clarkston, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Monika Lawrance gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____ Monika Lawrance Mayor _____
(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____ 12/22/2025 _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Clarkston will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Recipient)** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Clarkston and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Recipient)**, its successors and assigns.

The City of Clarkston, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Clarkston will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Clarkston pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Clarkston will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Clarkston will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Clarkston and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Clarkston pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Clarkston will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Clarkston will there upon revert to and vest in and become the absolute property of (***Title of Recipient***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Report for Jan 01 2025 through Dec 31 2025

TITLE VI ACCOMPLISHMENTS & GOALS REPORT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

DUE DATES: Refer to Section 28.3 for scheduled reporting period and due date

Contact Information

Name and title of administrator (signature on Standard Assurances): Michael L. Dimmick

Mailing Address: 829 5th Street

City: Clarkston WA Zip Code: 99403 County: Asotin

Phone #: 509 758-1662 email address: mdimmick@clarkston-wa.com

Name and title of head of transportation-related services: Michael L. Dimmick

Mailing Address: 829 5th Street

City: Clarkston WA Zip Code: 99403 County: Asotin

Phone #: 509 758-1662 email address: mdimmick@clarkston-wa.com

Name and title of designated Title VI coordinator*: Michael Dimmick

Mailing Address: 829 5th Street

City: Clarkston WA Zip Code: 99403 County: Asotin

Phone #: 509 758-1662 email address: mdimmick@clarkston-wa.com

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OEO? If Yes, please submit an update to the Title VI Plan with a new signature.

No changes.

2. Organization, Staffing, Structure – Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of everyone. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.

Michael L. Dimmick, Public Works Director, for the City of Clarkston, WA is the designated Title VI Coordinator. Clarkston is a small city, with 7,500 population, and the Public Works Department Staff consists of the Director, an Administrative Assistant, and a Building Inspector. Michael L Dimmick is Caucasian and a US citizen.

3. Community Demographics – Using a map of the LPA’s boundaries, describe the demographics of the LPA’s service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.



Based upon the latest CDBG income survey, Clarkston is LMI 63%

The City of Clarkston is approximately 2 square miles and has a population of less than 7,500. The statistics based upon our last CDBG grant application are as follows:

86.9% - White
 2.0% Black or African American
 5.2% Hispanic or Latino origin
 0.8% American Indian or Alaska Native
 2.9% Asian
 0.0% Native Hawaiian or Other Pacific Islander
 6.5% Two or More Races

We are not aware of any limited English proficiency issues.

4. Complaints – Provide a copy of the LPA’s Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

We have not received any complaints for this time.

5. Planning – Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

We require community outreach/open house meetings during a transportation projects concept development phase. This is part of the design consultant’s contract.

6. Right-of-way actions – Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owners(s)/tenant(s).

STPUS-9902(036) Bridge St./Diagonal St./2nd St. Intersection – Right-of-way acquisition done by Epic Land Solutions. No ethnicity demographics were collected on the business/property owners. Right of ways are complete except Taco Time owned by Happy days. Safe route to

school Projects. Holey Family Catholic Scholl project HLP-SR23(002) and Granthem Elementary. Pedestrian Safety Improvements HLP-SR23(003). Clarkston- 13th Street Roundabouts STPUS-5975(003).

10013301300020000	Fee	Happy Day Corp.	Owner Name
10013301300020000	Fee	Kathleen Williams ²	
10042203200140000	fee	Clarkston Assembly Of God	
10041500800030000		Ricks Family Foods	
10041600800010000		Clarkston 1 st Methodist	

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

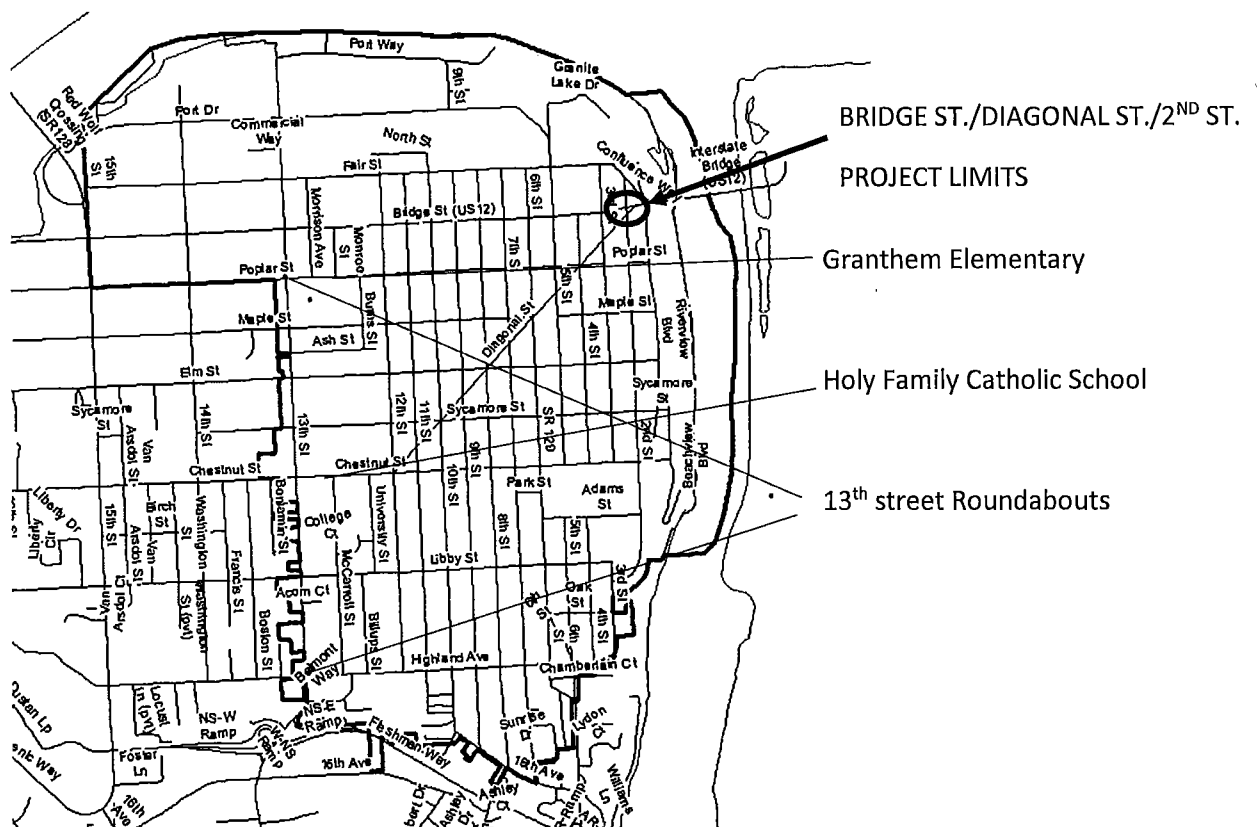
No race or ethnic demographic information was taken regarding appraisers and acquisition staff.

8. Studies and Plans – Were any transportation studies (including environmental reviews) conducted, or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

STPUS-6007(001) 2nd Street Overlay - NEPA

9. Project Location and Design – Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects' benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

STPUS-6007(001) 2nd Street Overlay.



10. Other Public Meetings – List other public meetings held during this reporting period. Identifying efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

None other than regularly scheduled city council meetings.

Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin.

None

Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

Use WSDOT template for sign-in sheet for any open house.

List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

No requests for language assistance were received.

11. Transportation-related Construction and Consultant Contracts (if applicable) – Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiated contracts (e.g., consultants).

We follow the process outlined in LAG Chapter 31.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

We include Title VI language in our contracts with consultants and contractors on federally funded projects.

13. List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).
STPUS-9902(036) Bridge St./Diagonal St./2nd St. Intersection – Keller Associates – PE contract, Cost Plus Fixed Fee \$112,015, Epic Land Solutions. Right-of-way acquisition, Epic Land Solutions - \$1,082,238.

Washington State Dept. of Commerce - CDBG funding – Contract # 20-62210-030 - Affordable Housing Rehabilitation Program - \$610,000. Subcontracted program to L-C Valley Habitat for Humanity. 2-year program.

14. Education & Training – Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

Monitor and review consultants to assure use of listed DBE subconsultants.

List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and the entity that conducted the training.

None

When was Title VI internal training provided for staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

None

List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

None

Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

Focus on the use of DBE's and verifying contractual compliance to DBE goals.

RESOLUTION NO. 2025-15

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING THE 2026 POSITION ALLOCATION LIST.

THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Position Allocation List Approved. The 2026 Position Allocation List as set forth on Exhibit A, which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby approved.

Section 2. Effective Date. All allocations for the various positions indicated on the attached Exhibit A will become effective January 1, 2026.

DATED this 22nd day of December, 2025.

Monika Lawrence, Mayor

ATTEST:

Rachel Frost, City Clerk

EXHIBIT A
RESOLUTION NO. 2025-15
2026 POSITION ALLOCATION LIST

REPRESENTATION:

F - International Association of Fire Fighters - Local 2299

L - Street/Sanitation/Sewer/ Supervisory/Administrative - Local 1476-ACL-C

P - Clarkston Police Officers Guild

PS -Police Support

OTHER:

C - Contract

E - Elected

N - Non-Represented

T - Temporary

V – Volunteers

R – Reserves, Fire/Ambulance

(M) FLSA EXEMPTIONS:

CURRENT EXPENSE FUND

LEGISLATIVE

E Councilmember

E Councilmember

E Councilmember

E Councilmember

E Councilmember

E Councilmember

E Councilmember

E 7

EXECUTIVE

E Mayor

E 1

FINANCIAL AND RECORDS SERVICES

(ALSO see Street, Sewer and Sanitation for all positions in this unit)

N (M) City Administrator (14.3% Time)

N (M) City Clerk/Treasurer (33.34% Time)

L Deputy Clerk/Treasurer (PR) (89% Time)

L Deputy Clerk/Treasurer (Ut) (20% Time)

L Deputy Clerk/Treasurer (FR) (33.34% Time)

L Finance Clerical Asst., (33.5% Time)

*N .476 - L 1.758

LEGAL

C City Attorney

PS Legal Assistant (50% Time)

*C 1.0 – PS 0.50

LAW ENFORCEMENT

N (M) City Administrator (14.3% Time)
N (M) Police Chief
N (M) Commander
P Senior Sergeant
P Senior Sergeant
P Jr./Senior Sergeant
P Police Officer 1st, 2nd or 3rd Class - Investigator
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class – Narcotics
P Police Officer 1st, 2nd or 3rd Class – School Resource Officer
PS Records Clerk
PS Records Clerk (Training & Compliance)
PS Code Enforcement / Animal Control
PS Support Services, .50 FTE
V Reserves/Volunteers
*P 13.0 - PS 3.5 - N 2.143

FIRE CONTROL

N (M) City Administrator (28.6% Time)
N (M) Fire Chief (100% Time)
F Fire/EMS Captain (100% Time)
F Fire/EMS Captain (100% Time)
F Fire/EMS Captain (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
L Admin Asst. (100% Time)
V Volunteer(s)
R Reserves
*N 1.286 - F 6.0 - L 1.0

HOUSING AND COMMUNITY DEVELOPMENT

N (M) City Administrator (14.2% Time)
N (M) Public Works Director/Building Inspector (46% Time)
L Building Inspector
L Admin Asst. (46% Time)
N .602 – L 1.46

PARKS

L Park Caretaker (Parks, Streets, Sanitation Rover)
T Seasonal Park Laborer
L 1.0 – T .5

SUMMARY:

E - 8.00**
F - 6.0
L - 5.218
N - 4.507
P - 13.00
PS - 4.0
T - 0.5

CURRENT EXPENSE TOTAL ALLOCATED POSITIONS

***33.225**

** Not included in final total.

AMBULANCE / EMS

F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class (100% Time)
F Firefighter – EMT/Paramedic 1st, 2nd or 3rd Class Community Paramedic (100% Time)
*F 7.0

EMS TOTAL ALLOCATED POSITIONS

***7.0**

STREET

Administrative Positions:

N (M) City Administrator (14.3% Time)
N (M) City Clerk/Treasurer (33.33% Time)
N (M) Public Works Director (23% Time)
L Deputy Clerk/Treasurer (PR) (3.5% Time)
L Deputy Clerk/Treasurer (FR) 33.33% Time)
L Finance Clerical Asst. (10% Time)
L Admin Asst. (23% Time)
L Superintendent - (70% Time)
L Equipment Operator
L Equipment Operator
L Equipment Operator
*N .706 - L 4.398

SUMMARY:

L - 4.398
N - .706

STREET TOTAL ALLOCATED POSITIONS

***5.10**

SANITATION

Administrative Positions:

N (M) City Administrator (14.3% Time)
N (M) City Clerk/Treasurer (33.33% Time)
N (M) Public Works Director (31% Time)
L Deputy Clerk/Treasurer (PR) (7.5% Time)
L Deputy Clerk/Treasurer (Ut) (54% Time)

L Deputy Clerk/Treasurer (FR) (33.33% Time)
L Finance Clerical Asst. (33.5% Time)
L Admin Asst. (31% Time)

L Street Superintendent (30% Time)
L Driver
L Driver
L Driver
L Driver
L Driver - Yardwaste
T Seasonal (.5)

N .786 - L 6.893 - T 0.5

L - 6.893

N - .786

T - .5

SANITATION TOTAL ALLOCATED POSITIONS

*8.18

STORMWATER

Administrative Positions:

L Deputy Clerk/Treasurer (Ut) (26%)
L Finance Clerical Asst. (23%)
* L .49 *

*.49

SUMMARY ALL DEPARTMENTS:

TOTALS

E - 8.00**
F/EMS - 13.00
N - 6.0
L - 17.00
P - 13.00
PS - 4.0
T - 1.0

TOTAL ALLOCATED POSITIONS (** Not included in final total)

*54.0

Elected: 8.00

Total: 62.0

RESOLUTION NO. 2025-16

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING
SALARIES FOR NON-REPRESENTED EMPLOYEES.**

WHEREAS, the City Council of the City of Clarkston determines the annual salary for non-represented employees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Washington, as follows:

Effective January 1, 2026 the following base salaries shall be in effect for the non-represented employees:

City Administrator	Deferred	
Fire Chief	\$127,908.00	Annually
Police Chief	\$127,908.00	Annually
Public Works Director	\$127,908.00	Annually
City Clerk/Treasurer	\$127,908.00	Annually
Commander, Police Dept.	\$9,945.00	Monthly

DATED this 22nd day of December, 2025.

Monika Lawrence, Mayor

ATTEST:

Rachel Frost, City Clerk

CITY ATTORNEY RETAINER AGREEMENT

I - PARTIES/EMPLOYMENT

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

II - QUALITY OF SERVICES

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

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

III - COMPENSATION

A. Basic Amount: The CITY shall pay the CITY ATTORNEY an amount not to exceed \$180,000 annually to be paid in equal monthly installments of \$15,000 which retainer shall be compensation for the following legal services.

1. To attend all of the regularly scheduled workshops and meetings of the City Council each month.
2. To attend weekly or bi-weekly staff meetings as scheduled by the Mayor.
3. To provide legal advice to the Mayor, City Council and administrative heads of the various departments of the CITY.
4. To prepare such ordinances, resolutions and instruments as the Mayor and City Council may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate.
5. To act as prosecutor for the CITY in the Asotin County District Court, including preparation and/or negotiation of all municipal court cases and all appeals arising therefrom.
6. Representation of the CITY in civil litigation, except as noted under Exceptions.
7. Such other and further legal services as requested.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$250.00 per hour, or if said services are performed by a paralegal in the CITY ATTORNEY'S office the same shall be compensated at the rate of \$125.00 per hour.

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

IV - REIMBURSEMENT

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

V - EXCEPTIONS

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

VI - INDEMNIFICATION AND HOLD HARMLESS

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

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

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

VII - INSURANCE COVERAGE

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

VIII - TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement: This Agreement shall take effect on January 1, 2026 and upon full execution hereof and shall expire on or before December 31, 2026, on a monthly, pro rata basis, with the option to renew.
- B. Termination: Either party may terminate this Agreement for good cause upon 60 days written notice to the other party.
- C. Payment Upon Termination: In the event of termination, the CITY shall only be responsible to pay for all services performed by the CITY ATTORNEY to the effective date of termination, as described in the final billing statement to the CITY.

IX - OTHER PROVISIONS

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

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

IN WITNESS HEREOF, the parties have executed this Agreement this 22nd day of December, 2025.

By _____
Todd Richardson, Attorney

CITY OF CLARKSTON

By _____
Monika Lawrence, Mayor

By _____
Rachel Frost, City Clerk

CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Clarkston, Washington (hereinafter referred to as “City”) provides indigent defense services to individuals who have been certified for representation in criminal charges before the Municipal Court (hereinafter referred to as “Municipal Court”); and

WHEREAS, Neil Cox (hereinafter referred to as “Attorney”) is a licensed attorney in good standing in the state of Washington who has been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, the City has adopted standards for public defense pursuant to the requirements of RCW 10.101.030, under Ordinance No. 1541; now,

THEREFORE, the City and Attorney have entered into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein: Indigent defense services in accordance with the standards adopted by the City in Ordinance No. 1541, as the same exists or is hereafter amended. The Attorney warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court rule and the standards adopted by the City pursuant to Ordinance 1541 (hereinafter “Standards”). Compliance with these Standards goes to the essence of this Agreement. The Attorney, and every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the District Court. The Attorney further warrants that his/her proposal, reflected in Section 2, Compensation, reflects infrastructure, support, administrative services and systems necessary to comply with the Standards.

1. **Compensation.** The City shall pay the Attorney for services rendered under this Contract the sum of \$120,000 annually to be paid in equal monthly installments.

- 1.1 **Case Counts:** The above charge is based upon the historical case count for the City of cases per year, averaging 300 misdemeanor cases per year. As provided in the Standards, the case counts also include the Attorney’s appearance at all arraignment calendars. The terms “case” and “credit” shall be defined as provided in the Standards. The City has adopted an unweighted case counting system.

- 1.2 **Adjustment.** As provided in the Standards, case counts may be revised upwards based upon a variety of factors but in no event more than 400 cases per year. Upon the Attorney’s request, the City shall review any particular case with the Attorney to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused.

- 1.3 **Base Compensation:** Except as expressly provided in Section 1.4, the cost of all infrastructure administrative, support and systems as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 1.1 above.

- 1.4 **Payments in Addition to the Base Compensation:** The City shall pay for the following case expenses when reasonably incurred and approved by the District Court from funds available for that purpose:

- 1.4.1 **Discovery:** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the

defense, prosecuting attorney making this charge, or court files pertaining to the underlying case.

- 1.4.2 Preauthorized Non-Routine Expenses:** Non-routine case expenses requested by Attorney and preauthorized by order of the District Court. Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:
- (i) medical and psychiatric evaluations;
 - (ii) expert witness fees and expenses;
 - (iii) interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication;
 - (iv) polygraph, forensic and other scientific tests;
 - (v) investigation expenses; and
 - (vi) any other non-routine expenses the District Court finds necessary and proper for the investigation, preparation, and presentation of a case.
- 1.4.3 Lay Witness Fees:** Lay witness fees and mileage incurred bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses:
- 1.4.4 Copying Clients' Files:** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
- 1.4.5 Copying Direct Appeal Transcripts for RAU Appeals:** The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;
- 1.4.6 Records:** Medical, school, birth, DIVIV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and
- 1.4.7 Process Service:** The cost for the service of a subpoena as long as the rate per location does not exceed the guideline amount as shown in the payment policy.

1.5 Renegotiation Due to Increases or Decreases in Case Load. The City and Attorney shall, at the option of either party, renegotiate this Contract if there is a significant increase or decrease in the number of cases assigned. "Significant decrease" and "significant increase" shall mean a decrease or increase, respectively, of more than 30 cases being assigned in an "average" calendar year or an average of 8 cases per quarter. At the request of either party, the City and Attorney will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications.

2. Term. The term of this agreement shall be from January 1, 2026 through December 31, 2026 unless sooner terminated as provided in the Agreement.

2.1 For Cause: This agreement may be terminated for cause for violation indicating a failure to provide representation in accordance with the rules of the court and the

ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating the contract, the City may agree in writing to alternative corrective measures.

2.2 Termination on Mutual Agreement: The parties may agree in writing to terminate this contract at any time.

2.3 Termination Upon Provision to Transfer Services to County: If, during the term of this agreement, the City enters into a contract or agreement with the County for the provision of any or all prosecution and/or public defender services, either party may terminate this agreement upon thirty (30) days' written notice, notwithstanding any other notice requirements set forth herein.

3. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney, shall by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

4. Indemnification. The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

5. Insurance. The Attorney shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

5.1 Minimum Scope of Insurance: Attorney shall obtain insurance of the types described below:

5.1.1 Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

5.1.2 Commercial General Liability. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01 and

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

5.1.3 Workers' Compensation Coverage. Workers' Compensation Insurance is to be provided as required by the Industrial Insurance laws of the State of Washington.

5.1.4 Professional Liability. Professional Liability Insurance shall be provided appropriate to the Attorney's profession.

5.2 Minimum Amounts of Insurance. Attorney shall maintain the following insurance limits:

5.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

5.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

5.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

5.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance. The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

5.3.1 The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best Rating of not less than A:VII.

5.5 Verification of Coverage. Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of work.

6. Work Performed by Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, Attorney shall comply with all federal, state and District laws, ordinances, rules and regulations which are applicable to Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

7. Work Performed at Attorney's Risk. Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary, for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

8. **Personal Services, No Subcontracting.** This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement.
9. This Agreement supersedes any previous agreement entered into by the parties for this same time frame.

THEREFORE, the Attorney has personally signed this IN WITNESS WHEREOF, the parties have executed this Agreement on the 22nd day of December 2026.

CITY OF CLARKSTON

By: _____
Monika Lawrence, Mayor

ATTEST:

By: Rachel Frost, City Clerk

This Agreement has been executed personally by the Attorney providing services hereunder to indicate his commitment to providing the services in accordance with the standards herein provided. In addition, the corporate entity under which the Attorney practices has executed this Agreement indicating the corporate entities' Agreement to comply with the terms of this Agreement.

Neil P. Cox

Date _____

AWC Retro



wacities.org/retro

Association of Washington Cities Workers' Compensation Retro Program Retro Pool

Participation Agreement

Government, utilities, and related services

Member name

L&I account number

As a member in good standing with the Association of Washington Cities, this Participation Agreement is made and entered into between the Association of Washington Cities Retro Program, a member service of the Association of Washington Cities ("AWC") and [insert member name] ("Member") for participation in the Retro Program for Retro Pool ("AWC Retro Pool") services.

Program services are provided pursuant to the agreement between the Association of Washington Cities ("AWC") and the Washington State Department of Labor and Industries ("L&I"). Membership is subject to approval by L&I after submittal of the required "Application for Group Membership and Authorization for Release of Insurance Data" (L&I retro application form).

AWC Retro Program:

The AWC Retro Program's Retro Pool is an approved retrospective rating pool under RCW 51.18 and L&I retrospective rating program rules WAC 296-17B.

Terms of participation are set forward in the AWC Retro Program Policies approved by the AWC Retro Board with the recommendations of the Retro Advisory Committee. The program policies set forth two classes of membership with separate eligibility requirements and conditions for participation:

1. Retro Pool members
2. Safety Alliance members

The Retro Program Policies may be updated from time to time by the AWC Retro Board with or without notice to members.

1. Mission and goals

Mission

- A. Professional management of all L&I claims;
- B. Proactive risk management; and
- C. A forum for innovative techniques in risk reduction.

Goals of the program

- A. Be the premier workers' compensation program in the State of Washington;
- B. Achieve and maintain the highest standards for comprehensive employee safety programs; and
- C. Provide financial stability and exceptional stewardship of public resources.

2. Administration and management of the program:

AWC is responsible for the day-to-day operation of the Retro Program, which include:

- A. Assisting Retro Pool members in reducing the frequency and severity of industrial injuries;
- B. Educating Retro Pool members in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services;
- F. Reviewing each Retro Pool participant annually for qualification for membership in the AWC Retro Pool;
- G. Representation at the Board of Industrial Insurance Appeals (BIIA) through mediation;
- H. Providing assistance with abatement and appeals of DOSH citations;
- I. Gathering required information and submitting Stay at Work (SAW) reimbursement applications with L&I;
- J. Maintaining the OSHA Injury and Illness log for all members.

3. Member agrees to:

- A. Remain a member of the AWC Retro Pool through the annual coverage year;
- B. Abide by all AWC Retro Program Policies as adopted by the AWC Retro Board;
- C. During the contract term, maintain an individual account for workers' compensation insurance in good standing with the Department of Labor & Industries;
- D. Comply with all applicable laws, rules and regulations set forth by L&I;
- E. Participate in safety and loss prevention programs available as an AWC Retro Pool member, including participating in programmed safety consultations with AWC staff;
- F. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- G. Maintain membership in the Association of Washington Cities through the final retro year adjustment;
- H. Pay a service fee for each plan year of participation;
- I. Provide notification 12 months in advance of the effective date of termination (December 31) if the Retro Pool member wishes to terminate the automatic renewal of the Participation Agreement;
- J. Consent that non-payment of service fees as agreed by this Participation Agreement will result in forfeiture of any refund that may otherwise be due.
- K. In the event of an assessment of pool members for a previous plan year, until such time as the third and final adjustment order of any Retro year is final and binding as provided for by WAC 296-17-90453, agree to cooperate with claims data and to pay assessments for pool liability beyond premiums for each coverage year of participation.

4. Retro Program Service Fee:

Each year the agreement is in effect, member shall pay the AWC Retro Program six- and one-half percent (6.5%) of its annual L&I premium for the previous twelve (12) month calculation prior to each year of service.

Annual payments invoiced to Member will be based on a January to December calendar year. Except for agreements effective after January 1, for the first year the Agreement is in effect, the AWC Retro Program will invoice a prorated amount through the end of calendar year.

Member will remit payment within 30 days from the date of invoice.

5. Refunds/Assessments:

- A. A refund distribution and retention policy guide the determination of the amount of refunds returned to members and the amount held in reserves, for each plan year in which L&I refunds are received. The allocation of refunds is described in the AWC Retro Program Policies. Retro Pool members also acknowledge that refunds are based on a number of factors, such as premium size, claim costs, and related factors and are not guaranteed.
- B. If a group assessment develops for any plan year, those members that caused the assessment will be assessed first, up to the maximum liability of the participating member's standard premium. If necessary to cover the assessment, the remaining members shall pay the balance on the basis of their individual percentage of the total group premium. Penalties become due and payable within 30 days of notification of the amount. If a member does NOT re-enroll in the program, any refund will be held until the final adjustment of that Retro year.
- C. Because the potential for refunds and assessments extends over several years as claims mature, members agree to cooperate with the AWC Retro Pool, its vendor partners and other agents until such time as the third and final adjustment order of any Retro year is final and binding as provided for by WAC 296-17-90453. Cooperation will include, at a minimum, access to claims data and assistance in managing claims. All claim-related communication between the Retro Pool member and L&I, the Board of Industrial Insurance Appeals, and/or the Washington State Department of Retirement Systems must include AWC. At no time may a member represent itself in an appeal, protest, or hearing without the notification to the AWC Retro Pool.

6. Annual plan choice and re-enrollment:

Prior to the beginning of any coverage year, the AWC Retro Pool will submit plan choices to L&I as adopted by the AWC Retro Board. These choices set single loss limits for each claim, whether insurance charges are a multiplier of premium or claim costs, a maximum assessment limit, and a maximum limit for refund. Prior to the beginning of each subsequent plan year, members will be notified of the plan type, minimum and maximum loss ratios, and single loss limit chosen for the following year.

7. Insurance:

The AWC Retro Program will maintain professional liability and general liability insurance through AWC of at least \$1,000,000 for each category during the performance of services. At Member's request, AWC agrees to provide certificates of insurance to evidence such coverage.

8. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands,

settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

9. Public records:

Each party acknowledges that the other party is subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any specific information that is claimed by the member to be confidential or proprietary must be clearly identified as such by the member. If a request is made to view the member's information and AWC determines that release of the information is required by the Act or otherwise appropriate, AWC will notify the member of the request and the date that such records will be released to the requester unless member obtains a court order enjoining that disclosure. If the member fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

10. Terms of agreement:

The term of this agreement shall be from the enrollment date of the Retro Program member until December 31 of that same year and renew automatically each subsequent year for additional one-year terms, in accordance with program policies and eligibility criteria. State law requires Retro Pool members to notify L&I and AWC in writing if they do not intend to participate in the Retro Pool for the next plan year. That notification to AWC must be received twelve (12) months prior to the beginning of the next plan year, and by L&I 30 days prior to the beginning of the next plan year. If a member decides not to continue AWC Retro Pool participation for the upcoming year, they must maintain AWC membership until the final adjustment for their last year of participation (to maintain eligibility for refunds and to be subject to potential assessments for Retro Pool liability beyond premiums).

Authorized by AWC Retro Program Retro Pool Member

Printed name

Title

Signature

Date

Member city or jurisdiction

Address/Street

Authorized by AWC Retro Program



Deanna Dawson, AWC CEO

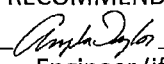
Date

Date of Issuance: 12/10/2025	Effective Date: 12/10/2025
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: Liberty NW has requested additional funds for removal of abandoned utilities that were unknown at the time of bidding and weren't discovered until construction began. Liberty NW's LF unit price for pipe removal and disposal is \$23.35/LF of utility removal. This change order accounts for 100 LF of pipe removal and establishes the unit price for additional removal if required.

Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,324,096.00</u>	Original Contract Times: 150 days (substantial); 180 days (final) Substantial Completion: <u>February 15, 2026</u> Ready for Final Payment: <u>March 14, 2026</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ <u>986,795.04</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : 40 days Substantial Completion: <u>February 15, 2026</u> Ready for Final Payment: <u>March 14, 2026</u> days
Contract Price prior to this Change Order: \$ <u>3,310,891.04</u>	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final) Substantial Completion: <u>March 27, 2026</u> Ready for Final Payment: <u>April 23, 2026</u> dates
Increase of this Change Order: \$ <u>2,335.00</u>	Increase of this Change Order: 0 Days Substantial Completion: <u>March 27, 2026</u> Ready for Final Payment: <u>April 23, 2026</u> dates
Contract Price incorporating this Change Order: \$ <u>3,313,226.04</u>	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final) Substantial Completion: <u>March 27, 2026</u> Ready for Final Payment: <u>April 23, 2026</u> dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>12/10/2025</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date:



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	9
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/10/2025

Description of Work: Liberty NW has requested additional funds for removal of abandoned utilities. Liberty NWs LF unit price for pipe removal and disposal is \$23.35. This change order accounts for 100 LF of pipe removal and establishes the unit price for additional removal if required. This applies to abandoned utilities that were not shown on the bid documents and were unknown until the construction of the stormwater improvements.

Abandoned pipe removal and disposal	100	\$23.35	\$2,335.00



SUBMITTAL

Job : 2688

JOB NAME: Clarkston Stormwater Retrofit

CONTRACTOR: Liberty NW Construction

ARCHITECT/ENGINEER: Keller and Associates

Submittal No: RFI – 012

Submittal Title: Existing utility abandonment

Section No:

Liberty NWC is finding existing abandoned utilities in the storm basin excavations. We do not currently have a demo and removal item for the abandonment on unknown existing utilities. Liberty NWC would like to suggest creating a UM/UR by linear foot for demo, removal and disposal. Is this agreeable with Keller? Please advise.

A unit price per foot is acceptable for abandoned utilities that are removed from the trenching operations.

LaRiviere Review Stamp

THIS DOCUMENT HAS BEEN REVIEWED AND MEETS THE REQUIREMENTS OF THE CONTRACTOR. IT IS SUBMITTED FOR APPROVAL BY THE ARCHITECT/ENGINEER.

BY: James Harris

DATE: October 23, 2025

ARCHITECT/ENGINEER APPROVAL STAMP

The response in red above by Keller Associates (Erin Poor, PE), October 28, 2025

LIBERTY NW

Date: N/A

Project: Clarkston Stormwater

Project # 2688

Description: Existing Utility Abandonment

Cost based on removal and haul off of 100' of Pipe

LABOR

		ST	OT	ST	OT	
DATE	CRAFT	HOURS	HOURS	RATE	RATE	TOTALS
N/A	Foreman	0.50		\$72.00	\$94.58	\$36.00
	Operator	3.00		\$67.00	\$88.01	\$201.00
	Laborer	0.00		\$65.00	\$85.38	\$0.00
	Pipelayer	6.0		\$67.00	\$88.01	\$402.00
	TCS	1.5		\$72.10	\$104.41	\$108.15
	Flagger	6.0		\$67.97	\$100.28	\$407.82
	TCM	0.0		\$67.97	\$100.28	\$0.00

No additional excavation is occurring because of pipe removal.

This removal is done at the same time as trench excavation and does not require additional traffic control.

EQUIPMENT

DATE	TYPE EQUIP.	MANUFACT.	MODEL	EQUIP. NO.	HOURS	RATE	TOTAL
N/A	Pickup			pickup	3.00	\$22.00	\$66.00
	Excavator (rental)	CAT	336	EXC336	3.00	\$189.54	\$568.62
						EQUIP. TOTAL	\$634.62

MATERIALS

DATE	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
N/A	Grout	2	Bags	\$40.00	\$80.00
				MATERIALS TOTAL	\$80.00

OUTSIDE TRUCKING/SUBS

OUTSIDE TRUCKING						
DATE	DESCRIPTION	HOURS	RATE			TOTAL
N/A	Outside Rental Trucking	1	\$185.00			\$185.00
			TRUCKING TOTAL			\$185.00

RSmeans estimates \$9.71/LF for removal 12" concrete pipe. Most the pipe I've seen removed has been 2" steel or completely degraded CMP or plastic storm main. This seems very inflated.

SUBTOTAL COSTS → **\$2,054.59**

Mark Up	15%	\$280.44
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TOTAL	\$2,335.03
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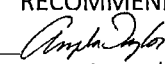
UNIT PRICE per LF	\$23.35
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Date of Issuance: 12/10/2025	Effective Date: 12/10/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.:
Project: 2021/2025 Clarkston Stormwater Retrofits	Contract Name: 2021/2025 Clarkston Stormwater Retrofits

The Contract is modified as follows upon execution of this Change Order: This change order is to establish an hourly unit price for delay time for design changes, identifying unknown utilities during construction, or coordination with Avista (gas/electric) or Asotin County PUD (SS/WA) for revisions to layout. A total time of 10 hours was used to calculate the increase in cost for this change order but future delays will be billed at the same rate. The hourly rate is \$1,614.65.

Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 150 days (substantial); 180 days (final)
\$ <u>2,324,096.00</u>	Substantial Completion: <u>February 15, 2026</u>
	Ready for Final Payment: <u>March 14, 2026</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>9</u> :	Increase from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : 40 days
\$ <u>989,130.04</u>	Substantial Completion: <u>February 15, 2026</u>
	Ready for Final Payment: <u>March 14, 2026</u> days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final)
\$ <u>3,313,226.04</u>	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates
Increase of this Change Order:	Increase of this Change Order: 0 Days
\$ <u>16,145.60</u>	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final)
\$ <u>3,329,371.64</u>	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>12/10/2025</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if
applicable)

By: _____
Title: _____

Date:



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	10
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/10/2025

Description of Work: This change order is to establish an hourly unit price for delay time. A total time of 10 hours was used to calculate the increase in cost for this change order but future delays will be billed at the same rate. The hourly rate is \$1,614.56.

Hourly Delay Cost	10	\$1,614.56	\$16,145.60

Clarkston Stormwater - Crew Delay per Hour

Description	UM	Rate	Total
Cat 336 Exc	1/day	\$ 1,516.32	\$ 1,516.32
Operator	5/HR	\$ 67.00	\$ 335.00
Pipe Layer	5/HR	\$ 67.00	\$ 335.00
Cat 950 Loader	1/day	\$ 685.52	\$ 685.52
Operator	5/HR	\$ 67.00	\$ 335.00
Foreman	5/HR	\$ 72.00	\$ 360.00
Foreman Truck	5/HR	\$ 22.00	\$ 110.00
Per Diem	7/Ea	\$ 200.00	\$ 1,400.00
Trench Box Rental	1/day	\$ 416.00	\$ 416.00
Mobe to next Location - Exc	1/per	\$ 200.00	\$ 200.00
Flaggers/devices standby	1/Ea	\$ 912.00	\$ 912.00
Traffic Control Supervisor	5/HR	\$ 61.00	\$ 305.00
TCS Truck	5/HR	\$ 22.00	\$ 110.00

Total \$ 7,019.84

15% MU \$ 1,052.97

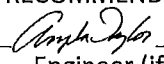
Total \$ 8,072.81

/ 5 hours = \$1614.56/hour

Date of Issuance: 12/11/2025	Effective Date: 12/11/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.:
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: This change order is to establish a unit price for mechanical joint fittings. A few locations requiring 22.5 degree bends have been identified. If these fittings are required where C900 pipe is used, mechanical joint fittings are required. This change order is to establish a unit price for 6" and 12" mechanical joint fittings. At this time, three (3) 12" MJ fittings have been installed. The price to furnish and install 6" MJ fittings is \$1,457.41 and the price for 12" fittings is \$1,875.41. So far, (3) 12" MJ fittings have been installed for a total cost of \$5,626.23.
Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 150 days (substantial); 180 days (final)
\$ 2,324,096.00	Substantial Completion: February 15, 2026
	Ready for Final Payment: March 14, 2026
	days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> :	Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : 40 days
\$ 1,005,275.64	Substantial Completion: February 15, 2026
	Ready for Final Payment: March 14, 2026
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final)
\$ 3,329,371.64	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates
Increase of this Change Order:	Increase of this Change Order: 0 Days
\$ 5,626.23	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final)
\$ 3,334,997.87	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title _____	Title _____	Title _____	Title _____	Title _____
Date: 12/11/2025	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	11
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/11/2025

Description of Work: This change order is to establish a unit price for mechanical joint fittings to make the connection between pipes where alignment may need to shift for existing utilities. A few locations requiring 22.5 degree bends have been identified. If these fittings are required where C900 pipe is used, mechanical joint fittings are required. This change order is to establish a unit price for 6" and 12" mechanical joint fittings.

At this time, only three (3) 12" MJ fittings have been installed, one each at basin 17B, 20, and 22 manhole connections upstream of the infiltration trenches. The price to furnish and install 6" MJ fittings is \$1457.41/EA and the price for 12" fittings is \$1,875.41/EA.

12" MJ Fitting	3	\$1,875.41	\$5,626.23
6" MJ Fitting	0	\$1,457.41	\$0
Total:			\$5,626.23



SUBMITTAL

Job : 2688

JOB NAME: Clarkston Stormwater Retrofit

CONTRACTOR: **Liberty NW Construction**

ARCHITECT/ENGINEER: Keller and Associates

Submittal No: RFI – 011

Submittal Title: Structure alignment shift

Section No:

With the shifting of the storm basins the alignment and pipe size changes will require added fittings, additional grouting and labor costs. It is anticipated that this will only be necessary for a few of the storm basins. As discussed in the coordination meeting is Keller in agreement of these impacts?

Please provide a unit cost for 12" and 6" fittings and a cost for additional grout where 6" pipe is used in place of 12". Additional grout shall be priced per structure connection, not per pipe. Include labor and material costs in the unit price.

LaRiviere Review Stamp

THIS DOCUMENT HAS BEEN REVIEWED AND MEETS THE REQUIREMENTS OF THE CONTRACTOR. IT IS SUBMITTED FOR APPROVAL BY THE ARCHITECT/ENGINEER.

BY: James Harris

DATE: October 22, 2025

ARCHITECT/ENGINEER APPROVAL STAMP

The response in red above by Keller Associates (Erin Poor, PE), October 28, 2025

LIBERTY NW

Date: N/A

Project: Clarkston Stormwater

Project # 2688

Description: Install 6" MJ Fitting

— This will only be for C900 pipe and only for structures that changed after the structure submittal was approved. Please provide a structure number that this is associated to. Please request approval from Keller prior to installing MJ fittings.

LABOR

		ST	OT	ST	OT	
DATE	CRAFT	HOURS	HOURS	RATE	RATE	TOTALS
N/A	Foreman	0.50		RSmeans estimates installing a 6" restrained joint fitting should take 0.938 hours.		
	Operator	2.00				
	Laborer	0.00		\$65.00	\$85.38	\$0.00
	Pipelayer	4.0		\$67.00	\$88.01	\$268.00
	TCS	0.5		\$72.10	\$104.41	\$36.05
	Flagger	4.0		\$67.97	\$100.28	\$271.88
	TCM	0.0		\$67.97	\$100.28	\$0.00
Installing a MJ fitting does not require						
				LABOR TOTAL		\$745.93

- Installing a MJ fitting does not require additional excavation

- A flagger should be on site already. This task should not require additional traffic control.

EQUIPMENT

				EQUIP.			
DATE	TYPE EQUIP.	MANUFACT.	MODEL	NO.	HOURS	RATE	TOTAL
N/A	Pickup			plckup	2.00	\$22.00	\$44.00
	Excavator	CAT	308E2	EXC-1-23	2.00	\$100.83	\$201.66
						EQUIP. TOTAL	\$245.66

MATERIALS

				UNIT		
DATE	DESCRIPTION	QTY.	UNIT	PRICE		TOTAL
N/A	6" 22.5 degree elbow	1	EA	\$136.90		\$136.90
	6" MJ Accessory Pack	2	EA	\$69.41		\$138.82
				MATERIALS TOTAL		\$275.72

OUTSIDE TRUCKING/SUBS

[illegible]

SUBTOTAL COSTS	\$1,267.31
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Mark Up	15%	\$190.10
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DAILY TOTAL	\$1,457.41
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FEL - LEWISTON WW #1809
2014 1ST AVE NORTH
LEWISTON, ID 83501-1366

Phone: 208-743-1509
Fax: 208-743-1164

Deliver To:
From: Tanya Sanderson
tanya.sanderson@ferguson.com
Comments:

16:43:59 OCT 29 2025

Page 1 of 1

FERGUSON WATERWORKS #3156

Price Quotation

Phone: 208-743-1509

Fax: 208-743-1164

Bid No: B037459
Bid Date: 10/29/25
Quoted By: TJS

Cust Phone: 208-683-2646
Terms: NET 10TH PROX

Customer: T LARIVIERE EQUIPMENT & EXCA
17564 N DYLAN CT
RATHDRUM, ID 83858

Ship To: T LARIVIERE EQUIPMENT & EXCA
17564 N DYLAN CT
RATHDRUM, ID 83858

Cust PO#:

Job Name: MJ FITTINGS

Item	Description	Quantity	Net Price	UM	Total
MJ2LA12	12 MJ C153 22-1/2 BEND L/A	1	389.760	EA	389.76
IMJAP12	12 MJ C153 ACCY PK W/GLND	2	106.630	EA	213.26
MJ2LAU	6 MJ C153 22-1/2 BEND L/A	1	129.150	EA	129.15
IMJAPU	6 MJ C153 ACCY PK W/GLND	2	65.480	EA	130.96
Net Total:					\$863.13
Tax:					\$51.80
Freight:					\$0.00
Total:					\$914.93

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1808&on=2849>



SUBMITTAL

Job : 2688

JOB NAME: Clarkston Stormwater Retrofit

CONTRACTOR: **Liberty NW Construction**

ARCHITECT/ENGINEER: Keller and Associates

Submittal No: RFI – 011

Submittal Title: Structure alignment shift

Section No:

With the shifting of the storm basins the alignment and pipe size changes will require added fittings, additional grouting and labor costs. It is anticipated that this will only be necessary for a few of the storm basins. As discussed in the coordination meeting is Keller in agreement of these impacts?

Please provide a unit cost for 12" and 6" fittings and a cost for additional grout where 6" pipe is used in place of 12". Additional grout shall be priced per structure connection, not per pipe. Include labor and material costs in the unit price.

LaRiviere Review Stamp

THIS DOCUMENT HAS BEEN REVIEWED AND MEETS THE REQUIREMENTS OF THE CONTRACTOR. IT IS SUBMITTED FOR APPROVAL BY THE ARCHITECT/ENGINEER.

BY: James Harris

DATE: October 22, 2025

ARCHITECT/ENGINEER APPROVAL STAMP

The response in red above by Keller Associates (Erin Poor, PE), October 28, 2025

Date: N/A

Project: Clarkston Stormwater

Project # 2688

Description: Install 12" MJ Fitting

This will only be for C900 pipe and only for structures that changed after the structure submittal was approved. Please provide a structure number that this is associated to. Please request approval from Keller prior to installing MJ fittings.

CRAFT		ST.	OT.	ST.	OT.	
DATE	CRAFT	HOURS	HOURS	RATE	RATE	TOTALS
N/A	Foreman	0.50		\$72.00	\$94.58	\$36.00
	Operator	2.00				\$134.00
	Laborer	0.00				\$0.00
	Pipelayer	4.0		\$67.00	\$88.01	\$268.00
	TCS	0.5		\$72.00	\$104.41	\$36.05
	Flagger	4.0				\$271.88
	TCM	0.0				\$0.00
					LABOR TOTAL	\$745.93

EQUIPMENT

Installing a MJ fitting does not require additional excavation

DATE		TYPE EQUIP.		MANUFACT.	MODEL	EQUIP. NO.	HOURS	RATE	TOTAL
N/A	Pickup					pickup	2.00	\$22.00	\$44.00
	Excavator			CAT	308E2	EXC-1-23	2.00	\$100.83	\$201.66
								EQUIP. TOTAL	\$245.66

MATERIALS

MATERIALS						
DATE	DESCRIPTION	QTY.	UNIT	PRICE		TOTAL
N/A	12" 22.5 degree elbow	1	EA	\$413.14		\$413.14
	12 MJ Accessory Pack	2	EA	\$113.03		\$226.06
				MATERIALS TOTAL		\$639.20

OUTSIDE TRUCKING/SUBS

[illegible]

SUBTOTAL COSTS	\$1,630.79
-----------------------	-------------------

Mark Up	15%	\$244.62
---------	-----	----------

DAILY TOTAL **\$1,875.41**



FEL - LEWISTON WW #1809
2014 1ST AVE NORTH
LEWISTON, ID 83501-1366

Phone: 208-743-1509
Fax: 208-743-1164

Deliver To:
From: Tanya Sanderson
tanya.sanderson@ferguson.com
Comments:

16:43:59 OCT 29 2025

Page 1 of 1

FERGUSON WATERWORKS #3156

Price Quotation

Phone: 208-743-1509

Fax: 208-743-1164

Bid No: B037459
Bid Date: 10/29/25
Quoted By: TJS

Cust Phone: 208-683-2646
Terms: NET 10TH PROX

Customer: T LARIVIERE EQUIPMENT & EXCA
17564 N DYLAN CT
RATHDRUM, ID 83858

Ship To: T LARIVIERE EQUIPMENT & EXCA
17564 N DYLAN CT
RATHDRUM, ID 83858

Cust PO#:

Job Name: MJ FITTINGS

Item	Description	Quantity	Net Price	UM	Total
MJ2LA12	12 MJ C153 22-1/2 BEND L/A	1	389.760	EA	389.76
IMJAP12	12 MJ C153 ACCY PK W/GLND	2	106.630	EA	213.26
MJ2LAU	6 MJ C153 22-1/2 BEND L/A	1	129.150	EA	129.15
IMJAPU	6 MJ C153 ACCY PK W/GLND	2	65.480	EA	130.96
Net Total:					\$863.13
Tax:					\$51.80
Freight:					\$0.00
Total:					\$914.93

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

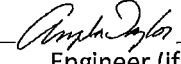
<https://survey.medallia.com/?bidsorder&fc=1808&on=2849>

Date of Issuance: 12/11/2025	Effective Date: 12/11/2025
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: This change order is to establish a unit price for asphalt removal. Additional asphalt removal was required to create clean cut lines prior to asphalt installation. The unit price for asphalt removal and disposal is \$4.96/SF. A total of 8,444 SF of additional asphalt has been removed at this point in time for a cost of \$41,882.24.

Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 150 days (substantial); 180 days (final)
\$ 2,324,096.00	Substantial Completion: <u>February 15, 2026</u>
	Ready for Final Payment: <u>March 14, 2026</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>11</u> :	Increase from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : 40 days
\$ 1,010,901.87	Substantial Completion: <u>February 15, 2026</u>
	Ready for Final Payment: <u>March 14, 2026</u> days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final)
\$ 3,334,997.87	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates
Increase of this Change Order:	Increase of this Change Order: 0 Days
\$ 41,882.24	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final)
\$ 3,376,880.11	Substantial Completion: <u>March 27, 2026</u>
	Ready for Final Payment: <u>April 23, 2026</u> dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: <u>Project Manager</u>	Title: _____		Title: _____		
Date: <u>12/11/2025</u>	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	12
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/11/2025

Description of Work: This change order is to establish a unit price for asphalt removal and document the additional amount removed to date with the first paving completed in November. Additional asphalt removal was required to create clean cut lines prior to asphalt installation. The unit price for asphalt removal and disposal is \$4.96/SF. A total of 8,444 SF of additional asphalt has been removed at this point in time for the first phase of asphalt placemenet for a cost of \$41,882.24.

Item	Qty	Unit Cost	Total
Asphalt removal (SF)	8,444	\$4.96	\$41,882.24

RFI #7 - Additional Exc/Rock Regrade

	SY
	<u>Price</u>
QC Costs	\$0.75
TCS/Flagger	\$4.50
Excavation	\$2.44
Haul Off	\$2.14
Dump Fee	\$6.10
Backfill to SG	\$4.15
Finish Subgrade	\$5.68
Buy/Hi Agg	\$6.62
Place/Finish Agg	\$6.50
Sub Total	<u>\$38.88</u>
Mark Up 15%	<u>\$5.83</u>
Price	\$44.71
Square Foot Price	\$4.96

Date of Issuance: 12/12/2025	Effective Date: 12/12/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.:
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: This change order is to establish a unit price for additional grouting where a 6" pipe is connected to a structure with a 12" bore hole. The cost is \$605.38 per structure connection. To date, there are 10 connections that this change order applies to. Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 150 days (substantial); 180 days (final)
\$ 2,324,096.00	Substantial Completion: February 15, 2026
	Ready for Final Payment: March 14, 2026
	days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>12</u> :	Increase from previously approved Change Orders No. <u>1</u> to No. <u>12</u> : 40 days
\$ 1,052,784.11	Substantial Completion: February 15, 2026
	Ready for Final Payment: March 14, 2026
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final)
\$ 3,376,880.11	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates
Increase of this Change Order:	Increase of this Change Order: 0 Days
\$ 6,053.80	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: 190 days (substantial); 220 days (final)
\$ 3,382,933.91	Substantial Completion: March 27, 2026
	Ready for Final Payment: April 23, 2026
	dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>Amelia Taylor</i></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title _____	Title _____	Title _____	Title _____	Title _____
Date: 12/12/2025	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	13
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/17/2025

Description of Work: This change order is to establish a unit price for additional grouting where a 6" pipe is connected to a structure with a 12" bore hole due to site conditions such as existing waterline bury depth being shallower than anticipated or other utility crossings that will not support a 12" SD pipe. The cost is \$605.38 per structure connection.

Item	Qty	Unit Price	Total
Additional Grouting at 6" structure connections	10	\$605.38	\$6,053.80

Date: N/A

LABOR

		ST	OT	ST	OT	
DATE	CRAFT	HOURS	HOURS	RATE	RATE	TOTALS
N/A	Foreman	0.50		\$72.00	\$94.58	\$36.00
	Operator	0.00		\$67.00	\$88.01	\$0.00
	Laborer	0.00		\$65.00	\$85.38	\$0.00
	Pipelayer	2.5		\$67.00	\$88.01	\$167.50
	TCS	0.0		\$72.10	\$104.41	\$0.00
	Flagger	2.5		\$67.97	\$100.28	\$169.92
	TCM	0.0		\$67.97	\$100.28	\$0.00
					LABOR TOTAL	\$373.42

EQUIPMENT

DATE	TYPE EQUIP.	MANUFACT.	MODEL	EQUIP. NO.	HOURS	RATE	TOTAL
N/A	Pickup			pickup	1.50	\$22.00	\$33.00
						EQUIP. TOTAL	\$33.00

MATERIALS

				UNIT		
DATE	DESCRIPTION	QTY.	UNIT	PRICE		TOTAL
N/A	Grout	3	Bags	\$40.00		\$120.00
				MATERIALS TOTAL		\$120.00

OUTSIDE TRUCKING/SUBS

[illegible]

SUBTOTAL COSTS	\$526.42
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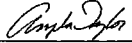
<u>Mark Up</u>	<u>15%</u>	<u>\$78,96</u>
Per grout basin TOTAL		\$605,38

Date of Issuance: 12/10/2025	Effective Date: 12/10/2025
Owner: City of Clarkston	Owner's Contract No.:
Contractor: Liberty NW Construction	Contractor's Project No.:
Engineer: Keller Associates	Engineer's Project No.:
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: Two existing manholes were called out on the plans to be replaced. The existing structures are in good condition and will be kept in place and cored into. This change order includes an added cost for the coring and a deductive cost for keeping the existing structures. The cost to core into each manhole is \$3,740.05 and the cost to furnish and install a manhole per the original bid is \$5,109.00. The net cost to the project for each manhole is -\$1,368.95. For both manholes the cost to the project is -\$2,737.90.

Attachments: Liberty NW pricing breakdown and Keller Change Order Documentation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
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. <u>1</u> to No. <u>13</u> : \$ 1,058,837.91	Increase from previously approved Change Orders No. <u>1</u> to No. <u>13</u> : 40 days Substantial Completion: February 15, 2026 Ready for Final Payment: March 14, 2026 days
Contract Price prior to this Change Order: \$ 3,382,933.91	Contract Times prior to this Change Order: 190 days (substantial); 220 days (final) Substantial Completion: March 27, 2026 Ready for Final Payment: April 23, 2026 dates
Decrease of this Change Order: \$ -2,737.90	Increase of this Change Order: 0 Days Substantial Completion: March 27, 2026 Ready for Final Payment: April 23, 2026 dates
Contract Price incorporating this Change Order: \$ 3,380,196.01	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 dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: Project Manager	Title _____	Title _____	Title _____	Title _____	Title _____
Date: 12/17/2025	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____



Change Order Documentation

Owner:	City of Clarkston	Change Order No.:	14
Project Name:	2021-2025 Stormwater	Project No.:	221146
Contractor:	Liberty Northwest	Date:	12/10/2025

Description of Work: Two existing manholes were called out on the plans to be replaced. The existing structures are in good condition and will be kept in place and cored into. Additionally, these manholes are located in high traffic areas (Basin 13A, 13B) where the challenges for traffic control increase if the manhole were to be replaced. This change order includes an added cost for the coring and a deductive cost for keeping the existing structures. The cost to core into each manhole is \$3,740.05 and the cost to furnish and install a manhole per the original bid is \$5,109.00. The net cost to the project for each manhole is -\$1,368.95. For both manholes the cost to the project is -\$2,737.90.

Coring into existing MHs	2	\$3,740.05	\$7,480.10
Furnish/install MH per original bid (negative cost)	2	(\$5,109.00)	(\$10,218.00)
			-\$2,737.90

Job # 2688
Project Clarkston Storm Water
Manhole Coring Per Each

1 Core MH per each with support (see Spokane Concrete quote)

Operation	Units	QTY	Unit Price	Total
Coring MH	ea	1	\$3,740.05	\$3,740.05
			Total:	\$3,740.05

Description: MH Coring Per Each

TOTAL	\$3,740.05
-------	------------



Spokane Concrete Cutting, Inc.

quote

Email: spokaneconcretecuttinginc@gmail.com

License # SPOKACC157D2 (509) 489-0900

DATE QUOTED

November 19, 2025

CONTRACTOR:

liberty nw construction

JOB NAME:

clarkston stormwater

JOB ADDRESS:

CITY: clarkston wa

OFFICE
PHONE:

CONTACT PERSON: van

CELL PHONE: 208-215-4121

JOB DATE:

TIME:

QTY	Column1	UNIT	TOTAL
1	core drill 12" dia. Man hole in 6" thick or less concrete		
1	mobilization		
	pre. Wage		
	certified payroll		
		TOTAL	\$1,950.00

We assume NO Responsibility for layout or cutting of any embedded items.
Prices subject to change if quantities or conditions change.

Comments:

Customer Job/P.O. #



**Washington State
Department of Transportation**

Supplemental Agreement Number 3		Organization and Address	
Original Agreement Number		Keller Associates, Inc. 733 5th Street, Suite A Clarkston, WA 99403 Phone: 509-295-6095	
Project Number HLP-SR23(002)	Execution Date 1/09/2024	Completion Date 12/31/2026	
Project Title Holy Family Elementary School Pedestrian Safety Improvements	New Maximum Amount Payable \$259,621.84 (unchanged)		
Description of Work This supplement adds additional schedule to the previously executed agreement. The budget for this project remains unchanged. The new completion date provides for sufficient time to finish the design of the project and bid the project for 2026 construction while school is out of session.			

The Local Agency of City of Clarkston
desires to supplement the agreement entered in to with Keller Associates, Inc.
and executed on 1/09/2024 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The scope of work is unchanged as part of this supplement.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The new completion date for these services is 12/31/2026

III

Section V, PAYMENT, shall be amended as follows:

The budget remains unchanged as part of this supplement

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$77,652.49	\$0.00	\$77,652.49
Overhead (Including Payroll Additives)	\$135,449.24	\$0.00	\$135,449.24
Direct Non-Salary Costs	\$0.00	\$0.00	\$0.00
Fixed Fee	\$46,520.11	\$0.00	\$46,520.11
Total	\$259,621.84	\$0.00	\$259,621.84



**Washington State
Department of Transportation**

Supplemental Agreement Number 3		Organization and Address	
Original Agreement Number		Keller Associates, Inc. 733 5th Street, Suite A Clarkston, WA 99403 Phone: 509-295-6095	
Project Number HLP-SR23(003)	Execution Date 1/19/2024	Completion Date 12/31/2026	
Project Title Grantham Elementary School Pedestrian Safety Improvements	New Maximum Amount Payable \$191,154.69(unchanged)		
Description of Work This supplement adds additional schedule to the previously executed agreement. The budget for this project remains unchanged. The new completion date provides for sufficient time to finish the design of the project and bid the project for 2026 construction while school is out of session.			

The Local Agency of City of Clarkston
desires to supplement the agreement entered in to with Keller Associates, Inc.
and executed on 1/19/2024 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
The scope of work is unchanged as part of this supplement.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The new completion date for these services is 12/31/2026

III

Section V, PAYMENT, shall be amended as follows:
The budget remains unchanged as part of this supplement

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

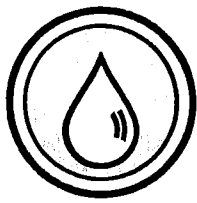
Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #3	Total
Direct Salary Cost	\$53,279.21	\$0.00	\$53,279.21
Overhead (Including Payroll Additives)	\$92,934.93	\$0.00	\$92,934.93
Direct Non-Salary Costs	\$13,022.00	\$0.00	\$13,022.00
Fixed Fee	\$31,918.55	\$0.00	\$31,918.55
Total	\$191,154.69	\$0.00	\$191,154.69



Local Government Consistency Determination Form

331-568 • 8/10/2023

Water System Name: Public Utility District No. 1 of Asotin County PWS ID: 93343E

Planning/Engineering Document Title: Water System Plan Plan Date: December 2025

Local Government with Jurisdiction Conducting Review: City of Clarkston

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, the reviewer should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on page 2.

Local Government Consistency Statement	For Use by Water System	For Use by Local Government
	Identify page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted land use and zoning within the service area.	29	Yes
b) The growth projection used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	44	Yes
c) For cities and towns that provide water service: All water service area policies of the city or town described in the plan conform to all relevant utility service extension ordinances.	Not Applicable	Not Applicable
d) Service area policies for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	32	Yes
e) Other relevant elements related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.	32	Yes

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Signature

Enter date

Date

Click/tap here to enter text

Printed Name, Title, & Jurisdiction



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -
J-U-B Project Manager: Almee Hennrich

This Agreement entered into and effective this 22 day of December 2025, between The City of Clarkston, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: complete a Comprehensive Plan Update, as required by the Growth Management Act of "partially planning" cities within Washington State hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>The City of Clarkston - Mike Dimmick</u>	Work telephone	<u>509-758-5541</u>
	Address	<u>829 5th Street</u>	Home/cell phone	<u></u>
		<u>Clarkston, WA 99403</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>mdimmick@clarkston-wa.com</u>

For J-U-B:

1.	Name	<u>Almee Hennrich, Planner</u>	Work telephone	<u>208-746-9010</u>
	Address	<u>201 S Jackson St</u>	Cell phone	<u>208-997-1910</u>
		<u>Moscow, ID</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>ahennrich@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
The City of Clarkston, Monica Lawrence

NAME
829 5th Street

STREET
Clarkston, WA 99403

CITY / STATE / ZIP CODE

BY (Signature)
Monica Lawrence, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
201 S Jackson St

STREET
Moscow, ID 83843

CITY / STATE / ZIP CODE

BY (Signature)
David Watkins, P.E. Assistant Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ Attachment 1 – Scope of Services, Schedule, and Basis of Fee
- ☐ Attachment 2 – Special Provisions
- ☐ Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

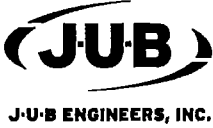
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Clarkston Comprehensive Plan Update

CLIENT: City of Clarkston

J-U-B PROJECT NUMBER: RP-25-00324

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** 12/22/2025; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X;** **DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Pursuant to the Revised Code of Washington (RCW) 36.40A.130, cities shall take legislative action to review and revise the comprehensive land use plan and development regulations to comply with state requirements. The City of Clarkston is in Asotin County, a partially planning community. Current planning documents must be reviewed and updated, as applicable for partially planning communities, prior to the deadline of June 30, 2027.

\$20,000 in Periodic Update Grant (PUG) funding is available from the Washington State Department of Commerce to assist with these planning efforts. The City of Clarkston has been awarded the planning grant, with \$10,000 reimbursable from project expenses incurred from July 1, 2025, to June 12, 2026. An additional \$10,000 is reimbursable for expenses incurred from June 13, 2026, to June 30, 2027.

SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Comprehensive Plan Update (Year 1)

1. Subtask 001: Critical Areas Checklist
2. Subtask 002: SEPA Checklist
3. Subtask 003: Periodic Update Checklist for Partially-Planning Communities

Assumptions:

- Task to include project management and closeout, including financial and record keeping, quality assurance/quality control (QA/QC) processes, regularly monitor project status, budget, and schedule, archiving project files, and close financial billing and accounting records in J-U-B's financial and record keeping systems.

Deliverables:

- Completed Department of Commerce Critical Areas Checklist
- Draft Non-Project SEPA Checklist
- Completed Department of Commerce Checklist for Partially Planning Communities

B. Task 010: Comprehensive Plan Update (Year 2)

1. Subtask 001: Update Critical Areas Ordinance
2. Subtask 002: Update Natural Resource Lands Designation
3. Subtask 003: SEPA Notice of Determination

Assumptions:

- Task to include continued project management and closeout, including financial and record keeping, quality assurance/quality control (QA/QC) processes, regularly monitor project status, budget, and schedule, archiving project files, and close financial billing and accounting records in J-U-B's financial and record keeping systems.
- Critical Areas Ordinance will not require a substantial rewrite.
- CLIENT is responsible for any public engagement activities desired.

Deliverables:

- Updated Critical Areas Ordinance
- Updated map of natural resource areas
- Final SEPA Notice of Determination

PART 2 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project, including, but not limited to:
1. Update of the current Comprehensive Plan
- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Public engagement activities
 2. Comprehensive Plan update

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services**
1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C.** CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D.** The following table summarizes the fees and anticipated schedule for services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Comprehensive Plan Update (Year 1)	Lump Sum	\$10,000	Complete work on June 12, 2026
020	Comprehensive Plan Update (Year 2)	Lump Sum	\$10,000	Complete work on June 12, 2027
Total:			\$20,000	

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes and document editing, along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

DISCIPLINE: Planning

PROJECT DESCRIPTION(S):

1. Planning (P05)

SUPPORT SERVICES AGREEMENT
Between the City of Clarkston
And
Deborah Grandorff

This is a level of effort Victim Witness Advocacy Support Services Agreement between the City of Clarkston, a Municipal Corporation, referred to herein below as the “City” and Deborah Grandorff, licensed to do business in the City of Clarkston, referred to hereinafter as the “Contractor”.

1. Requirements

- A. The City requires contract victim witness advocacy support services for victims and witnesses of domestic violence for the purpose of prosecuting criminal cases brought by the City Attorney in the Municipal Court of the City of Clarkston;
- B. That the nature of the services referred to above, are described within the Victim Witness Advocacy Grant conveyed to the City through the YWCA, which is incorporated herein as if fully set forth.

2. Deliverables

- A. Prepare and deliver reports, correspondence, and other documents under the direction of and on the premises of the Office of the Chief of Police;
- B. Interview, prepare and provide out-take reports and related correspondence; coordinate all Court appearances for witnesses, victims, informants and other persons required for the prosecution of criminal litigation in the Municipal Court of the City of Clarkston, superior courts, appellate courts, or federal courts, in a timely manner and under the direction of the Police Chief;
- C. Where appropriate and within the scope of the deliverables set forth hereinabove, coordinate Docket calendars, administrative scheduling calendars, population report schedules, trial schedules, subpoena preparation activities and service instruction packets where required for victims, witnesses and law enforcement personnel;
- D. Assist the Police Chief by coordinating through word processing letters, correspondence, memoranda, telephone calls and other communications with victims, witnesses and law enforcement personnel all matters relating to victim witness advocacy.

3. Controls

- A. The Contractor shall be responsible for providing the deliverables to the City, through the Office of the Police Chief, and shall perform all tasks in conformance with W.S.B.A. Rules of Professional Conduct regarding disclosure, confidentiality, and handling of materials provided by the City during the period of performance under this Agreement. Upon termination of this Agreement, the Contractor shall inventory, account for and return any materials, papers, software or other documentation, including copies, whether computerized or hard documents to the City through the Office of the Chief of Police;

- B. Contractor may use such City facilities and equipment as are required for providing the deliverables set forth herein above; control of and access to supplies, facilities and equipment shall be under the supervision of the Chief of Police and must be within the budget limitations of the City;
- C. All products or other items prepared by the Contractor during the period of performance of this Agreement, whether complete or incomplete, shall remain the property of the City of Clarkston.

4. Payment and Terms of Agreement

- A. In consideration for the Contractor's performance herein, the City shall pay Contractor a monthly amount to be set and paid in accordance to the terms and conditions of the Grant described herein above. The term of this Agreement shall begin on January 1, 2026 and terminate on December 31, 2026, as set forth in said grant. Loss of grant funding may cause the termination of this contract prior to this effective date.

5. Training

- A. At the discretion of the Chief of Police, the City may reimburse the Contractor for attendance at one training each calendar year. The training shall be focused on improving the contractor's knowledge and skills specific to their duties.

6. Indemnity

- A. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7. Insurance

- A. The Contractor shall procure and maintain for the duration of the Agreement, errors and omissions insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, in an amount to be determined by the City.

8. Independent Contractor

- A. Contractor is and shall be at all times during the term of this Agreement an independent Contractor and shall indemnify and hold harmless the City from all costs associated with the wages, benefits or taxes of Contractor's employees or agents. The Contractor is required to maintain a City of Clarkston business license.

CITY OF CLARKSTON

CONTRACTOR

Monika Lawrence, Mayor

Deborah Grandorff

Date: _____

Date: _____