

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JULY 27, 2026**

- 1. REGULAR MEETING CALL TO ORDER: 5:30 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: July 13, 2026 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 – 7/22/26**
 - C. Public Works – 7/21/26**
 - D. Ad Hoc – Did not meet**
 - E. Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
- 7. CONSENT AGENDA:**
 - A. Resolution 2026-09, 2027 EMS Levy (Public Safety)**
 - B. Acceptance of Alternative Response Team Grant – AWC (Public Safety)**
 - C. Resolution 2026-10, Adopting 2025-2030 Asotin Co Solid Waste Management Plan (Public Works)**
 - D. Contract for Indigent Defense Services – Neil P. Cox (Finance/Admin)**
- 8. UNFINISHED BUSINESS:**
 - A. Ordinance 1743, Amending CMC 10.56.020, Abatement Interest – 2nd Reading (Finance/Admin)**
 - B. Discussion of Abatement at 812 9th Street**
 - C. Appointment of Lodging Tax Committee Chair**
- 9. NEW BUSINESS:**
 - A. Ordinance 1744, Amending CMC 10.40, Permit Fees – 1st Reading (Public Works)**
 - B. Ordinance 1745, Amending CMC 6.26.040, Keeping of Chickens – 1st Reading (Public Works)**
- 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
July 13, 2026

ROLL CALL: Skate Pierce, Russ Evans, Sheila McDougall, Sarah Reaves and David Wilson. Pat Holman absence was excused on MOTION BY REAVES/EVANS. Motion Carried.

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

AGENDA CHANGES: None.

INTERVIEWS OF COUNCILMEMBER APPLICANTS: Mayor Lawrence introduced Jeremy Walkup, John Van Pelt and Jesse Shroyer as the applicants to fill the vacancy for Position 2, previously held by Robin Albers. She explained the interview process. The applicants were interviewed in the order that they applied. Jeremy Walkup was first, followed by John Van Pelt and lastly Jesse Shroyer.

EXECUTIVE SESSION: DISCUSSION OF APPLICANT QUALIFICATIONS: At 6:17pm, Mayor Lawrence advised that Council would be entering Executive Session to review the qualifications for the applicants. The Executive Session is expected to last 10 minutes. After the Executive Session, a Councilmember will be appointed. At 6:27pm, Council returned to regular session.

APPOINTMENT OF COUNCILMEMBER: Councilmember REAVES/EVANS nominated Jeremy Walkup. No other nominations were received. Jeremy Walkup was appointed by a vote of 5-0. Clerk Frost administered the Oath of Office to Councilmember Walkup. Councilmember Walkup was seated with the Council to complete the meeting.

APPROVAL OF MINUTES: Minutes of the June 22, 2026, Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. **From the Public:** Jim Griffin

B. **From the Mayor:** None.

C. **From Staff or Employees:** Chief Daniel and Chief White provided an overview of the calls and events that took place on the 4th of July. Chief White commented that on the 4th of July a fire truck blew an engine and has been placed out of commission. Discussion on purchasing a new fire truck will be forthcoming again. Chief White reminded the audience that he will be having an EMS Levy Town Hall meeting tomorrow, July 14th at 5:30pm at City Hall in the council chambers.

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the July 13, 2026, period of \$753,062.78 and the April and May end of month of \$1,035.10 and \$952.55, respectively. MOTION BY WILSON/PIERCE 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.

Ad Hoc: Did not meet.

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

CONSENT AGENDA: None.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Local Agency Federal Aid Project Prospectus, 13th St Roundabouts – WSDOT (Public Works)
PWD Dimmick gave a brief explanation. MOTION BY EVANS/REAVES to approve the mayor signing the Local Agency Federal Aid Project Prospectus. Motion Carried.

B. Memorandum of Agreement – QBH Community Sexual Assault Program (Public Safety) MOTION BY REAVES/PIERCE to approve the memorandum of agreement. Motion carried.

C. Ordinance 1743, Amending CMC 10.56.020, Abatement Interest – 1st Reading (Finance/Admin)
Clerk Frost read the Ordinance by Title. Vote will be at the next meeting.

D. Appointment of Lodging Tax Committee Chair Mayor Lawrence asked Clerk Frost if any elected official could be the committee chair, including the Mayor. Clerk Frost responded that per MRSC and RWC she believed it was any elected official. Appointment of lodging tax committee chair was tabled to get clarification from City Attorney Richardson.

COUNCIL COMMENTS: Councilmember Pierce addressed the public comment regarding eBikes and electric scooters. Councilmember Evans commented on the WA State Laws around eBikes and electric scooters and that an article in the Lewiston Tribune is forthcoming. Councilmember Wilson added comment about emergency room visits due to eBike and scooter accidents. Councilmember Reaves advised she had a wonderful time at the AWC conference in Spokane and encourages others to attend. Councilmember Walkup thanked the other applicants that applied for the vacant council seat and thanked Council for the vote of confidence.

PRESS QUESTIONS: None.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Meeting adjourned at 6:50pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 7/13/26	Ck #82612-82681	\$423,057.77
Payroll 6/5/26	Ck #82591-82611	\$330,005.01
April 2026 End of Month		\$1,035.10
May 2026 End of Month		\$952.55

Public Safety Meeting
July 22, 2026, at 4:00pm

Attendance: Chief Josh Daniel, Chief Darren White, Mayor Lawrence, Russ Evans and Shiela McDougall

Police:

- Chief Daniel advised National Night Out preparation has begun for Aug. 4th at Beachview Park.
- Chief advised the LMT will be doing an article on E-bikes and that story should run soon. CPD will be doing an emphasis patrol for E-bikes and scooters during the week of July 27.
- Chief advised they will soon begin the testing process for a new patrol officer to fill a vacancy.
- Chief advised the unhoused population in the Port area remains steady at 1-2 lawfully registered vehicles. CPD has seen a slight increase in the use of Foster Park by some unhoused people.

Fire:

- Chief White looking for approval to accept AWC grant for Community Paramedic program.
- Chief White provided the Resolution for the EMS Levy for November's ballot in case the current levy fails.

PWC 7/21/26

Attending: Mike Dimmick, Mayor Lawrence, Jeremy Walkup, Sarah Reaves, Skate Pierce

1. Reviewed the new formula for the Building Valuation construction permit fee matrix.
2. Discussed additional fees on certain permits
3. Continuing to review the RV use permit on a homeowner's property. We're going to thoughtfully set this one up. Involving CPD and the city attorney in the discussion.

RESOLUTION NO. 2026-09

**A RESOLUTION PLACING AN EXCESS PROPERTY TAX LEVY FOR AN
AMBULANCE SERVICE OPERATED BY THE CITY OF CLARKSTON, ON THE
BALLOT AT A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 IN
CONJUNCTION WITH THE STATE GENERAL ELECTION TO BE HELD ON THE
SAME DATE.**

WHEREAS, the City of Clarkston has established and operates an ambulance service providing emergency medical services and ambulance transport to the residents of the City of Clarkston; and

WHEREAS, the City portion of the cost of said Ambulance services for 2027 is anticipated to be \$1,217,828.00; and

WHEREAS, if the Ambulance is discontinued, the City will be unable to meet its obligations to IAFF #2299, a labor contract; and

WHEREAS, RCW 84.52.052 AUTHORIZES AN EXCESS PROPERTY TAX LEVY TO SUPPORT OBLIGATIONS OF CONTRACT AND FOR OTHER PURPOSES UPON VOTER APPROVAL; and

WHEREAS, the lack of emergency medical services care to the residents of the City of Clarkston constitutes an emergency dealing with health and welfare of the citizens of the City;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY
COUNCIL OF THE CITY OF CLARKSTON IN REGULAR MEETING ASSEMBLED
AS FOLLOWS:**

SECTION 1.0

That a special election is to be held in the City of Clarkston, State of Washington, on November 3, 2026, in conjunction with the state general election to be held on the same date. This election is for the purpose of submitting an excess levy proposition as authorized by RCW 84.52.052 in the amount of \$1,217,828.00 to the electors of said City for their approval or rejection, the proceeds thereof be placed in the Ambulance/EMS Fund of the City to be used for the maintenance and operation of the Ambulance Service.

SECTION 2.0

Proposition: Shall the City of Clarkston, Washington, authorize the County Commissioners of Asotin County to levy in the year 2027 as part of the ad valorem real property taxes to be collected for the City in 2027 the sum of \$1,217,828.00, which will require a rate of approximately \$1.640 per thousand dollars of assessed valuation of the aforesaid City based upon the assessment ratio of 100 percent of true and fair value. Said tax levy is to be in addition

to the maximum levy provided by law for such City. The proceeds thereof are to be placed in the Ambulance / EMS Fund to be used for the maintenance and operation of the Ambulance / Emergency Medical Services Unit, which shall be submitted to the electors of said City for their approval or rejection in the form of the following ballot title:

**CITY OF CLARKSTON, WASHINGTON
EMERGENCY MEDICAL SERVICES EXCESS
TAX LEVY**

The City Council of the City of Clarkston, Washington, adopted Resolution No. 2026-09 concerning a proposition to finance emergency medical services. This proposition, if approved, would permit maintenance and operation of Ambulance / Emergency Medical Services through the levy of a special excess tax for collection in 2027 of \$1,217,828.00 requiring approximately \$1.640 per thousand dollars of assessed value (based on 100% of true and fair value). Should this proposition be approved?

LEVY YES☐

LEVY NO☐

SECTION 3.0

The Clerk of the aforesaid City is hereby directed to immediately transmit to the Asotin County Auditor a copy of this Resolution duly signed and attested and upon receipt of which the Asotin County Auditor is hereby requested to concur in the finding of an emergency and to take all procedural steps necessary and as are required by law to the end that this proposition shall be submitted to the voters of said City.

DATED this 27th day of July, 2026.

Monika Lawrence, Mayor

Authenticated by:

Rachel Frost, City Clerk

**Association of Washington Cities
Grant ("Grant") with**

The City of Clarkston
through

The Alternative Response Team Grant.
A program funded through the Washington State Operating Budget

For

Jurisdiction name	City of Clarkston
Program description	Supporting the operation of the Clarkston Community Paramedic program.

Start date: July 1, 2026

End date: June 30, 2027

Association of Washington Cities (AWC)**Alternative Response Team Grant (ARTG)**

Senate Bill 5167, Section 214.35(c)(i) went into effect on July 1, 2025. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Clarkston will meet the goals of these funds.

1. Grantee City of Clarkston 829 5 th Street Clarkston, WA 99403		2. Grantee doing business as (optional)	
3. Grantee representative Darren White Fire Chief/EMS Director firechief@clarkston-wa.com (509) 758-8681		4. AWC representative Kirsten Peterson Project Coordinator (360) 742-6629 kirstenp@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Grant amount \$167,000	6. Start date July 1, 2026	7. End date June 30, 2027	8. Tax ID # 91-6001238
9. Grant purpose Establish an alternative response team program as described in Attachment A.			
AWC and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Grantee Data Collection; Attachment (D) – Grantee Agent(s).			
For grantee _____ Darren White, Fire Chief/EMS Director Date: _____		For Association of Washington Cities _____ Deanna Dawson, CEO Date: _____	

RESOLUTION NO. 2026-10

**A RESOLUTION ADOPTING THE 2025-2030 ASOTIN COUNTY SOLID WASTE
MANAGEMENT PLAN**

WHEREAS, the Washington State Legislature, pursuant to the provisions of Revised Code of Washington (RCW) Chapter 70.95, enacted legislation; the purpose of which is to establish a comprehensive statewide program for solid waste handling, solid waste recovery and/or recycling which will prevent land, air and water pollution and conserve the natural, economic and energy resources of this state; and

WHEREAS, pursuant to the provisions of RCW 70.95.080 each county within the state, in cooperation with various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan; and

WHEREAS, pursuant to the provisions of RCW Chapter 70.95 and respective Interlocal Cooperative Agreements between the City of Asotin, City of Clarkston and Asotin County, the aforementioned governmental entities have agreed amongst themselves by actions of the governing authorities of the respective parties that there should be only one solid waste management plan to encompass the entirety of Asotin County; and

WHEREAS, pursuant to RCW Chapter 70.95 the Asotin County Solid Waste Advisory Committee and Public Works Department staff have prepared the 2025-2030 Asotin County Solid Waste Management Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clarkston, Washington in consideration of the premises, mutual agreements and covenants does hereby approve and adopt the attached 2025-2030 Asotin County Solid Waste Management Plan.

DATED this 27th day of July 2026.

Monika Lawrence, Mayor

Attest:

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 \$180,000 annually to be paid in equal monthly installments. Beginning July 2026 through December 2026 the rate shall be prorated and equal \$90,000 for the six-month period. Monthly installments beginning July 2026 shall be in the amount of \$15,000.

- 1.1 **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.

- 1.2 **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:

- 1.2.1 **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.

- 1.2.2 **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.

1.2.3 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:

1.2.4 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;

1.2.5 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;

1.2.6 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

1.2.7 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.

2. Term. The term of this agreement shall be from July 1, 2026, through December 31, 2027, 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 Scop 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.

ORDINANCE NO. 1743

**AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING 10.56.020
TO SET THE INTEREST RATE CHARGED FOR ABATEMENT LIENS**

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

SECTION 1.0 AMENDING SECTION 10.56.020 as follows:

Whenever any police officer of the city identifies any nuisance as defined in CMC 10.56.010, such officer shall issue the owner, occupant or agent of the subject property a criminal nontraffic citation directing such owner, occupant or agent to be summoned into the municipal court of the city for violation of this section.

Additionally, the limited code enforcement officer of the city shall also investigate violations of this chapter and shall issue appropriate notices and civil infractions or refer for criminal prosecution as appropriate. The limited code enforcement officer shall reasonably attempt to give notice to the owner of record of any property identified as being in violation of this chapter. Subject to this notice, owners of record who fail to remove or abate the nuisance or cause the nuisance to be removed or abated shall be as equally liable as the occupant (if any) of the property.

If such owner, occupant or agent is subsequently convicted of a violation of this section, in addition to the penalty established in CMC 10.56.040, the city shall cause the nuisance to be removed or abated, and the cost of such removal or abatement, together with interest at the rate of one percent per month until paid, shall become a lien against the real property on which the nuisance occurred.

If a nuisance presents a serious threat to public health or safety, the city may cause the nuisance to be removed or abated prior to an adjudication of any criminal action filed regarding the nuisance. The cost of such removal or abatement, together with interest at the rate of ~~one~~ four percent per ~~month~~ year until paid, shall become a lien against the real property on which the nuisance occurred.

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

PASSED by the City Council of the City of Clarkston, Washington this _____ day of _____, 2026.

Monika Lawrence, Mayor

Authenticated:

Rachel Frost, City Clerk

Approved as to Form:

Todd Richardson, City Attorney

ORDINANCE NO. 1744

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 15.40 WHICH ESTABLISHES A BUILDINGS AND CONSTRUCTION PERMIT FEE MATRIX AND REPEALING ORDINANCE NO. 1719 ~~1735~~ OF THE CITY OF CLARKSTON AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1.0

Clarkston Municipal Code Chapter 15.40 is hereby amended as follows:

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

SECTION 2.0

Ordinance No. 1719 ~~1735~~ of the City of Clarkston entitled “An Ordinance amending Clarkston Municipal Chapter 15.40 Which Establishes a Buildings and Construction Permit Fee Matrix” and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

SECTION 3.0 EFFECTIVE DATE

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

DATED this 10th day of August 2026.

Monika Lawrence, Mayor

Attest by:

Approved as to Form:

Rachel Frost, City Clerk

Todd Richardson, City Attorney

Publish Date: _____

Exhibit "A"
Ordinance No. 1744

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

Private Lot	\$1,000.00 (each)
Park or Court	\$500.00 (each)
SEWER PERMIT	\$200.00 (each)
SPECIAL INSPECTION	\$75.00 Per Hour (1 hour minimum)
MISC. NON-STRUCTURE <i>Recreational Vehicle</i> (Assorted Work \$1,000.00) <i>Use</i>	Value Based- <i>\$300 Per 6 Month Permit</i> (use fee table)
DEMOLITION	\$150.00 (each)
WOOD STOVE	\$100.00 (each)
FENCES / RETAINING WALLS	\$65.00 (each)
STREET OR ALLEY CUT	\$65.00 Base + \$0.75per ft.
SIDEWALK	\$65.00 Base + \$0.75per ft.
PLUMBING PERMITS - COMMERCIAL	\$75.00 Base Plus 3% of valuation up to \$20,000, 1.25% over \$20,000
PLUMBING PERMITS – RESIDENTIAL	\$65.00 Base plus \$15 per fixture up to 3 fixtures. Above 3 fixtures rate goes to 3% up to \$20,000 and 1.25% over \$20,000
MECHANICAL PERMITS - COMMERCIAL	\$75.00 Base Plus 3% of valuation up to \$20,000, 1.25% over \$20,000
MECHANICAL PERMITS - RESIDENTIAL	\$65.00 Base
Water Heater	Plus \$17.50 (each)
Furnace Under 100,000 BTU	Plus \$22.50 (each)
Furnace Over 100,000 BTU	Plus \$26.90 (each)
Gas Piping	3% up to \$20,000. 1.25% over \$20,000
SIGN PERMIT (Assorted work \$1,000.00)	Bid Value Based (use fee chart)
MISC. ASSORTED WORK (\$1,000.00)	Bid Value Based (use fee chart)
PLAN CHECK FEE	65% of permit fee ** See Note
State Building Code Surcharge <i>per IRC</i>	\$6.50
State Building Code Surcharge <i>per IRC</i> (multi-unit dwellings)	\$2.00 per unit per each over one unit
State Building Code Surcharge per IBC or IEBC	\$25.00
<i>Chicken Keeping Permit</i>	<i>\$75.00</i>

Notes:

** Use the latest Building Valuation Data Sheet published by the International Code Council to determine the project valuation by the building official's determination. When a specific building type or occupancy is not noted in the valuation table, the building official is authorized to use the classification type noted in the table that most closely resembles the proposed type of building or determine a valuation type independently. The building official is authorized to use a contractor's bid price estimate in instances other than new construction, provided such bid estimate lists all materials and included labor cost, excluding sales tax, for such project.*

The footnotes of b, c, and d found in the Building Valuation Data Sheet published by the International Code Council are not considered as part of project valuations determined.

*** Plan Check Fee for projects with valuations in excess of \$250,000 shall be paid before any review of the plans begin.*

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

ORDINANCE NO. 1745

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 6.26.040 WHICH ESTABLISHES REGULATIONS FOR THE KEEPING OF CHICKENS WITHIN THE CITY LIMITS.

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

SECTION 1.0

Clarkston Municipal Code Chapter 6.26.040 (2) is hereby amended as follows:

Fee: The permit fee shall be ~~\$25.00~~ **\$75.00**.

SECTION 2.0

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

SECTION 3.0 EFFECTIVE DATE

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

DATED this 10th day of August 2026.

Monika Lawrence, Mayor

Attest by:

Approved as to Form:

Rachel Frost, City Clerk

Todd Richardson, City Attorney

Publish Date: _____