

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, September 8, 2014**

1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL:**
4. **AGENDA CHANGES:**
5. **APPROVAL OF MINUTES:
August 25, 2014, Regular Meeting**

6. **COMMUNICATIONS:**
 - A. From the Public (Please limit comments to 3 minutes)
 - B. From the Mayor
 - C. From Staff or Employees

7. **COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills
 - B. Public Safety – September 2
 - C. Public Works – no meeting
 - D. Administrative/Intergovernmental – September 8
 - E. Community Development – September 2

8. **UNFINISHED BUSINESS:**

9. **NEW BUSINESS:**
 - A. Appointment to Planning Commission (CD)
 - B. Discussion on Marijuana Zoning (CD)
 - C. Resolution No. 2014-13, Banning Smoking Near Park Play Areas (PS)
 - D. Agreement for Use of Arnold Park with Clarkston Valley Thunder Soccer Club (PW)

10. **COUNCIL COMMENTS**
11. **MEDIA QUESTIONS**
12. **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

August 25, 2014

COUNCIL:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input type="checkbox"/> Baumberger, absent
<input checked="" type="checkbox"/> Kolstad	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

Motion by Blackmon/Beadles that Baumberger's absence be unexcused. Motion carried, 5-1, Kolstad opposed.

STAFF:

Chief Hastings Chief Cooper Clerk Storey City Attorney Grow PWD Martin

AGENDA CHANGES:

APPROVAL OF MINUTES: MOTION BY NASH/MANCHESTER to approve the minutes of the August 11, 2014, Regular Meeting. Kolstad commented that his vote on Ordinance would have been in the affirmative had he been allowed to voice his vote. Motion carried.

COMMUNICATIONS:

A. From the Public:

Jedidiah Haney, Yakima, is the executive director of the Committee for Adult Use Standards and Ethics of Marijuana, CauseM. He addressed the council regarding the public safety aspect of the moratorium. He said the moratorium is exacerbating public safety because there is a flourishing black market for marijuana on the streets. He said the voters of Washington decriminalized the possession of one ounce of marijuana. It also takes away the adequate access and puts the city in a precarious position. He left a packet of educational material on marijuana.

Vaughn Wasem, 1035 Liberty, addressed council on three issues. He said he did not vote for I-502, but it is here to stay and the city needs to deal with it. He said that while the tax revenue may not be much, it will bring foot traffic to Clarkston commercial areas. I-502 will regulate the quality of marijuana for sale. He believes legalization will spur research on the benefits of marijuana. Wasem said that Mr. Jackson is an upstanding business person and should be given a chance. He asked that a motion be made to lift the moratorium.

Kelly Jackson, 1045 Liberty, asked if the city received any letters or emails since the last meeting. Mayor Warren said the city received several on-line comments. He said that he hasn't seen any of the downtown business people protesting the location of marijuana business in downtown.

Jill Eckberg, 1126 5th Street, asked if there will be a hearing on the proposed vehicle fee. Mayor Warren said there will be a separate Transportation Benefit District after the council meeting. Eckberg said she has spoken to council several times regarding code enforcement. She said she has seen no action since her previous complaints about junk vehicles, weeds, unlicensed vehicles. Why does Lewiston have a code enforcement officer and Clarkston does not. She said a neighbor verbally harassed her because of her complaints. She suggested council look in their own neighborhoods to see what code violations there are. She said if there is sufficient time for an officer to serve as the Asotin County sheriff, there should be time to take care of our city.

Rob Sinner, asked why the councilmembers who voted against the zoning ordinance didn't just abstain. He commented that the voters of Clarkston approved I-502 and wondered whose agenda the council is following.

B. From the Mayor: Mayor Warren reported that the VFW is planning a brief ceremony at the Clarkston City Hall flagpole commemorating the events of September 11.

Warren apologized to Councilmember Kolstad for taking away his right to vote at the previous meeting.

She said that in future if there is an error noticed, a point of order can be called at the time. Mayor Warren read a statement to those who have commented on the failure of Ordinance No. 1529 to pass. She said that action did not ban marijuana business, but only left the zoning issues open.

C. From Staff:

Chief Cooper announced that the City received an extension of the SAFER Grant to allow the City to expend the remainder of the funds. The funds will cover approximately 60 days of wages and benefits. Cooper said the firefighters raised about \$5,550 in donations towards Muscular Dystrophy on Saturday during the "Fill the Boot" event.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for August 25, 2014, of \$229,015.45. MOTION BY PROVOST/BEADLES to approve the bills. Motion carried.

Public Safety: Councilmember Beadles said committee met on August 19. Chief Hastings is researching body cameras for the officers. An ordinance will be presented that would ban smoking near playgrounds in the parks. Chief Hastings is preparing an ordinance to allow ATV's on city streets.

Public Works: Councilmember Nash reported that committee met on August 20. There was some damage to pipes in the aeration basin at the treatment plant. The city is looking at an agreement with a soccer club to use Arnold Park. The automated sanitation service is moving forward and should start in October. A rate increase of \$2.00 will be proposed for January 1. Councilmember Provost asked if the \$2.00 increase is to finance the new sanitation equipment. Nash said it is.

Admin Committee: Councilmember Manchester said committee met earlier today. Marshall Doak, SEWEDA, presented a proposal for the city to sponsor a CDBG grant for the entrepreneur program at WWCC. They are in the beginning stages of applying, but the grant has to be awarded to the city or the county and passed through to the college. Committee discussed the county's letter regarding court filing fees.

Community Development: No meeting.

UNFINISHED BUSINESS:

NEW BUSINESS:

COUNCIL COMMENTS:

Councilmember Kolstad said he visited a marijuana retail store in Prosser recently. He said it was a bit boring. There was someone in an entry area checking ID's. He said he saw seven employees, in uniforms, working there. Security cameras were evident. He said it seemed to be a very safe feeling experience. Two grams of marijuana sold for \$70. Customers ranged in age from mid-twenties to their 70's. He said it was like walking into a nice restaurant, not what you would think of as a drug dealer. He doesn't think there is anything for the community to fear from a regulated marijuana industry in Clarkston. He had a sample and discussed the labeling information. He stated that the council should lift the moratorium and adopt appropriate zoning.

Councilmember Beadles said he attended the Mud Run, although he did not participate. He commented that there are a lot of activities in the valley if you just look for them.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Potential Litigation and Negotiations

Council went into executive session at 7:35 p.m. to discuss union negotiations and potential litigation. Session is expected to last about 15 minutes with no decision to be made as a result. The

session was extended for an additional 5 minutes. Council returned to open session at 7:59.

ADJOURNMENT:

Meeting adjourned at 8:00 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 8/25/14	CK #57213, 57237-78, 20140801-03, Jul excise	\$95,904.36
Payroll, 8/15/14	Ck #57214-36	\$133,111.09

Public Safety Committee

September 2, 2014

Attendance: Chief Hastings, Chief Cooper, Bill Provost, Terry Beadles and two firefighters.

Chief Cooper discussed the activities on observation of September 11. There will be a flag ceremony at 11:00AM at City Hall and the emergency vehicle parade beginning at 5:00PM in Asotin and ending at Pioneer Park in Lewiston. There will be an observance program at the park.

There will be testing for Reserve Firefighter candidates in September and October.

Chief Cooper discussed the closure of the grant that has funded two firefighters for the last two years. The necessity of retaining the two positions that were funded by the grant was discussed. It appears that funds will be available through the reduction in dispatch costs to fund these two positions.

Chief Hastings presented a resolution for posting of signs banning smoking near children's play areas in city parks. The committee would like council approval for the resolution (council agenda item).

A draft copy of an ordinance dealing with the operation of ATV on city streets was presented. Additional research and revisions will be completed for committee action at our next meeting.

Community Development Committee

September 2, 2014

Attendance George Nash, Brian Kolstad, Belinda Lierman, Terry Beadles

We approved James Braddock as a council nominee as a member for the Planning & Zoning Commission. We request council action on the nomination, (council agenda).

There was discussion on the marijuana issue. We request council discussion on Ordinance 1529, which deals with zoning for marijuana business and discussion on other marijuana issues (council agenda for discussion).

We discussed our junk ordinance, car license, and rental housing issues. There will be research and discussion on these issues in future meetings.

City of Clarkston
829 5th Street
Clarkston, WA 99403
(509) 758 5541

VOLUNTEER APPLICATION FOR
PLANNING COMMISSION

Name JAMES G. BRADDOCK
Phone 758-3593 Email JAMESGBRADDOCK@CARLEONE.NET
Address 541 8th STREET
City CLARKSTON State WA. Zip 99403
Are you over 18 year of age? Yes No
How long have you been a resident of Clarkston? 35 + YEARS
Are you a registered voter? Yes No
Why do you want to serve on the Planning Commission? THE CITY OF
CLARKSTON IS MY HOME -

List special skills, interests or knowledge that you would bring to the committee: _____
INTERVIEW

The Planning Commission meets regularly on the 1st & 3rd Monday at 6:00 p.m. Are you available to attend this committee's regular meetings? Yes No

RESOLUTION NO. 2014-13

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, AUTHORIZING
THE POSTING OF SIGNS IN CITY OF CLARKSTON PLAY AREAS BANNING
SMOKING AT CHILDREN'S PLAY AREAS IN CITY OWNED PARKS.**

WHEREAS, the City's play areas are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, the Clarkston City Council values efforts promoting the overall health and well-being of the community; and

WHEREAS, children are particularly at risk from the effects of passive smoke, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, limiting the amount of smoking parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking in parks results in the littering of cigarette butts, cigar butts, and other tobacco related waste that can cause environmental degradation and pose a health risk to children and animals; and

WHEREAS, all City of Clarkston public buildings and Clarkston School District facilities are smoke free and the City of Clarkston recognizes it has a role in protecting the health of the general public and the safety of outdoor public areas; and

WHEREAS, guests of Clarkston's parks have requested that smoking be banned near children's play areas; and

WHEREAS, children are vulnerable to tobacco smoke and may have difficulty protecting themselves from second-hand smoke,

NOW, THEREFORE, IT IS HEREBY RESOLVED the Clarkston City Council hereby authorizes and directs the proper city officers to post signs at children's play areas in appropriate City parks stating, "For Our Kids' Sake – No Smoking Near Play Area."

DATED this 8th day of September, 2014.

Kathleen A. Warren, Mayor

ATTEST:

Vickie Storey, City Clerk

**AGREEMENT BETWEEN CITY OF CLARKSTON AND
CLARKSTON VALLEY THUNDER SOCCER CLUB**

An agreement between the City of Clarkston, a Washington municipal corporation and Valley Thunder Soccer Club (VTSC) of Clarkston, Washington, a non-profit organization, for the use and development of Arnold Park in Clarkston, Asotin County Washington for the purpose of use as a soccer park in the community and other continuing community uses.

**ARTICLE I
BACKGROUND**

1. The city of City of Clarkston (the City) owns Arnold Park, a Park located at 1243 Maple in the City of Clarkston, Washington. In addition to providing for general community park uses and areas for children and adult use activities, the park shall allow use for Soccer.

2. Valley Thunder Soccer Club is an organization positively serving children and young adults in City of Clarkston by providing recreational opportunities through soccer. These activities are provided entirely by volunteers to include: coaches, officials and other needed individuals. Except for normal park maintenance services, there is little or no cost to the City in providing these recreational activities to the community.

**ARTICLE II
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which Valley Thunder Soccer Club can continue to use Arnold Park for practice, league activities, and tournament play and other events not inconsistent with City Park use.
2. Define operational and maintenance responsibilities.
3. Identify responsibility for costs.
4. Identify a process to provide improvements and upgrades.

**ARTICLE III
DURATION OF AGREEMENT**

This Agreement may be terminated upon thirty days notice by either party.

**ARTICLE IV
EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective upon adoption by the Clarkston City Council and

representative of Valley Thunder Soccer Club.

ARTICLE V
PERMITTED USES

The Soccer Club may use of the Park under the following conditions:

1. The Soccer Fields shall be used and occupied by the Soccer Club only for the purpose of non-profit Soccer, activities for children and other activities which are not inconsistent with community use and park rules. Valley Thunder Soccer Club shall not use or permit the park to be used for any other purpose without the prior written approval of the Public Works Director.
2. In March of each year, Valley Thunder Soccer Club will provide both the number of teams and participants in its league to the Public Works Director. The Public Works Director retains the right to make adjustments in field use based upon those numbers.

ARTICLE VI
PERIOD OF USE

Use of the Field is limited to the scheduled league and practices seasons and reasonable additional times for tournament play.

ARTICLE VII
USE BY OTHERS

1. The City shall retain the right to allow and approve Park/Field use by others during those times when the Valley Thunder Soccer Club is not scheduled to use the field. The park may be used by the public for other events as in any other park when Valley Thunder Soccer Club is not using the field.
2. The City and Valley Thunder Soccer Club shall allow other non-profit, youth sports serving groups from Clarkston and non-profit neighborhood based groups from the area around the Park to use its' park as a meeting location.
3. Valley Thunder Soccer Club shall clearly post a schedule of use by the club to assure public access during non-soccer club related use.

ARTICLE VIII
PROPERTY

1. Valley Thunder Soccer Club shall retain ownership of any easily moveable fixtures such a goal and netting that it may place upon the park/field, or score boards. At the termination or expiration of this agreement Valley Thunder Soccer Club shall have ninety (90) days to remove its property. Property not removed shall become the property of the City.
2. All equipment, property, or improvements used to effectuate this Agreement shall become the sole property of the Party who provided the equipment, property, or improvement.

ARTICLE IX

IMPROVEMENTS

Soccer Field improvements, proposed by the Valley Thunder Soccer Club, must be requested and approved by the Public Works Director. No improvements will be installed or provided by Valley Thunder Soccer Club without the approval of the Public Works Director in writing. This permission will be granted providing it can be shown the improvement will provide a benefit to participants or spectators and will not distract from the appearance and function of the park/field. Valley Thunder Soccer Club shall assume the costs of maintaining new improvement unless otherwise agreed, in writing, by the Public Works Director. Should an improvement be made without the permission of the City, the City has the right to direct Valley Thunder Soccer Club to remove the improvement within 30 days at the Soccer Clubs cost. If the improvement is not removed within 30 days, the City may remove the improvement and bill Valley Thunder Soccer Club for all related costs and will be entitled to full payment for those costs.

ARTICLE X MAINTENANCE

1. Maintenance by Valley Thunder Soccer Club:

a) Valley Thunder Soccer Club shall provide any increased level of on-going maintenance to the property identified in Article VIII Property and shall help maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. The Public Works Director shall meet with Valley Thunder Soccer Club's representative during the month of March each year and will provide a list of projects, which in the City's opinion, need or are anticipated to need maintenance, and Valley Thunder Soccer Club shall provide the needed maintenance within 120 days.

b) Valley Thunder Soccer Club shall provide litter control to their area daily during the practice, league play and tournament season and shall keep the area free of litter. If the City determines litter control is not being done effectively, the City will provide 24 hours notice to Valley Thunder Soccer Club to clean up the litter. If it is not done satisfactorily, the City will provide the service and bill Valley Thunder Soccer Club for the cost of service and Valley Thunder Soccer Club will pay all costs related to this service.

c) If the City determines there are maintenance needs in addition to those identified in March of each year, the Public Works Director will inform Valley Thunder Soccer Club representative by phone, electronic mail, or mail, of the needs. Response times to correct these needs shall be as follows:

Needs that do not present a safety concern must be corrected with 30 days

Needs that present a minimal liability/safety concern must be signed and the public prevented from access to the area of concern within 24 hours and the problem shall be corrected within 7 days

Needs that present a significant liability/safety concern must be signed and the public prevented access to the liability immediately and the problem shall be corrected with 24 hours

d) If it is determined Valley Thunder Soccer Club use has increased the amount and or frequency of vandalism, the City may cause repairs to be made and the expense of those repairs be shared with Valley Thunder Soccer Club.

2. Maintenance and services by the City: The City shall provide the typical services and/or costs for services for on-going, scheduled maintenance to the improvements at the Park/Field: park access road; paved or graveled walkways; irrigation control; irrigation system; and, all turf areas, trees and shrubs. Scheduled maintenance is as with all other City parks.

a) Garbage removal: Each day which Valley Thunder Soccer Club uses the Fields for practice, league, or tournament play, Valley Thunder Soccer Club shall collect all litter from the field and place it in the on-site dumpster for removal by the city. The dumpster shall be emptied weekly.

3. Maintenance to a higher standard than identified in Article X: Valley Thunder Soccer Club may provide maintenance or services to a higher or more frequent standard than identified in Article X providing Valley Thunder Soccer Club assumes all related costs resulting from the higher standard and complies with any present or future federal, state, County or City of Clarkston laws.

ARTICLE XI

RESPONSIBILITY FOR COSTS

1. Valley Thunder Soccer Club will assume the costs for the maintenance and operational services as noted in Article X above those typically provided in all City Parks including; the costs of any unusual electricity use related to Valley Thunder Soccer Club uses; any unusual water consumption above the standard; the use and servicing of portable restrooms, the costs of approved improvements determined to solely serve Valley Thunder Soccer Club needs; and the capital repairs to those facilities noted Article VIII Property. Except for water consumption above the standard, Valley Thunder Soccer Club shall assume responsibility for arranging and paying for these services directly. Excess water consumption shall be billed by the City, to Valley Thunder Soccer Club, at the end of each Soccer Club season.

2. The City will assume the costs for services noted in Article X Maintenance, the costs of repairing or replacing facilities owned by the City, unless damaged by Valley Thunder Soccer Club; and the costs of improvements determined to solely meet the general community's interests.

3. The City and Valley Thunder Soccer Club will share in the costs of improvements that are determined to have a shared benefit between Valley Thunder Soccer Club participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.

ARTICLE XII

PARKING AND TRAFFIC CONTROL

Traffic and parking management and control: During league and tournament season,

Valley Thunder Soccer Club will assign as many members of their organization as necessary to manage and control parking. Valley Thunder Soccer Club shall prevent cars from parking in unlawful areas and to keep fire lanes and access for emergency vehicles clear, to ensure congestion in the parking lot(s) is minimized, and to protect the handicapped parking spaces for appropriate use.

ARTICLE XIII
RULES, LAWS, AND ORDINANCES

1. Valley Thunder Soccer Club agrees to abide by and uphold the ordinances of the City of City of Clarkston, laws of the State of Washington, and policies of City of Clarkston-Clark Parks and Recreation service area.

2. Valley Thunder Soccer Club agrees to ensure games are over and field lighting, if any lighting is available, is turned off by the park curfew. Park curfew is set by Ordinance at 10:00 P.M. However, the Public Works Director retains right to permit special recreational use closing hour for special events.

3. Valley Thunder Soccer Club agrees to limit the use of the public address systems, if any, after 9:00 P.M. to a level acceptable to the adjacent residential neighborhoods in accordance with Clarkston Municipal Code.

4. Valley Thunder Soccer Club agrees to abide by the laws of the City of City of Clarkston and of the State of Washington which regulate the operation of food and beverage serving facilities.

ARTICLE XIV
ADVERTISING

Advertising shall be limited to the season and must be removed from the grounds after each game. All advertising shall be subject to the approval by the Public Works Director prior to placement. All advertising must be removed and stored, out of sight, at the end of the playing season.

ARTICLE XV
SCREENING

Screening shall be limited to League and tournament seasons. All screening must be removed and stored, out of sight, at the end of the season.

ARTICLE XVI
RIGHT TO ENTER

The City shall have the right to enter Valley Thunder Soccer Club facilities for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XVII
EXTENSIONS

Upon the expiration or termination of this Agreement, Valley Thunder Soccer Club may apply to the City to re-instate the agreement.

ARTICLE XVIII TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of thirty (30) days written notice of intent to terminate.

2. After the termination of this agreement, for any reason, Valley Thunder Soccer Club may apply to the City to remove any permanent structure(s) which may be built solely with Valley Thunder Soccer Club funds and the City shall decide whether to agree to this; however, Valley Thunder Soccer Club may within said year remove all furnishings from said structures. Any such removal as is authorized by the City shall be accomplished without damage to City property and Valley Thunder Soccer Club shall bear all expenses in removing them including expenses associated with restoring the Field to their original condition, as nearly as can be.

3. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or Clarkston or Valley Thunder Soccer Club, shall be returned to said Party who provided it in the first place.

ARTICLE XIX SCHEDULED MEETINGS

Each year, Valley Thunder Soccer Club Representative shall schedule and meet with the Public Works Director or his appointee for purposes of reviewing and planning: Valley Thunder Soccer Club numbers of participants; maintenance needs; planned improvements, concerns expressed by abutting neighborhoods; and policies and practices to be followed.

ARTICLE XX NON-DISCRIMINATION

Valley Thunder Soccer Club agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.

ARTICLE XXI LIABILITY

1. Valley Thunder Soccer Club shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all Valley Thunder Soccer Club uses of the Ball Fields and related uses. Said insurance shall be in the amount of not less than One million dollars (\$1,000,000.00) per occurrence. The City shall be named additional insured for said policy or policies.

2. Each time this Agreement is extended, the City reserves the right to review and adjust the minimum amount of insurance coverage required of Valley Thunder Soccer Club.

ARTICLE XXII
INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Asotin County, Washington.

ARTICLE XXIII
AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties. Nothing herein shall be interpreted as requiring the City to make improvement or expenditures that do not already exist.

ARTICLE XXIV
INDEMNIFICATION

1. Valley Thunder Soccer Club shall indemnify and hold harmless the City, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of Valley Thunder Soccer Club, its officers, agents, and employees, or any of them, in performing its obligations under this Agreement or any other activity related to the Clarkston Soccer Club which may arise on or near the Arnold Park .
2. In the event that any suit based upon such a claim, action, loss, or damages is brought against the City, Valley Thunder Soccer Club shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment is rendered against the City, its officers, agents, and employees, or any of them, or jointly against the City and Valley Thunder Soccer Club and their respective officers, agents, and employees, or any of them, Valley Thunder Soccer Club shall satisfy the same.

ARTICLE XXV
ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XXVI
RATIFICATION

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified

and affirmed.

ARTICLE XXVII
SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and Valley Thunder Soccer Club have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2014.

By: _____ By: _____
Mayor, City of Clarkston Representative, Valley Thunder Soccer Club