

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, SEPTEMBER 11, 2017**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
August 28, 2017 Regular Meeting**
  
- 5. COMMUNICATIONS:**
  - A. From the Public (Please limit comments to 3 minutes)**
  - B. From the Mayor**
  - C. From Staff or Employees**
  
- 6. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills**
  - B. Public Safety – Sep 5**
  - C. Public Works – Sep 5**
  - D. Administrative/Intergovernmental – Sep 11**
  - E. Community Development – Sep 7**
  - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
  
- 7. UNFINISHED BUSINESS:**
  - A. Clarkston Free Parking Agreement for Transfer of Lots**
  
- 8. NEW BUSINESS:**
  - A. Ordinance 1582 – Amending Zoning Map – ZC 2017-01 (1<sup>st</sup> Reading)**
  
- 9. COUNCIL COMMENTS:**
  
- 10. QUESTIONS FROM THE PRESS:**
  
- 11. EXECUTIVE SESSION: NONE**
  
- 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 28, 2017**

ROLL CALL: Belinda Campbell, John Murray, Brian Kolstad, Kelly Blackmon, Monika Beauchamp, Skate Pierce, Terry Beadles

STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin

**AGENDA CHANGES:**

Item D under New Business: Findings of Facts and Conclusion of Law ZC-2017-01

**APPROVAL OF MINUTES:** Minutes of the August 14, 2017 Regular Meeting were approved as distributed.

**COMMUNICATIONS:**

**A. From the Public:**

Alice White – No address given.

**B. From Mayor:** Mayor Lawrence said prayers go out to residents in the path of Hurricane Harvey. They are facing devastation to large areas of Texas. If someone wanted to help they can donate to RedCross.Org. Mayor Lawrence presented council with an option to change standing committees. RCW 35a.12.120 states councils shall determine rules for standing committees. In the past, it has been hard to determine whether Public Works or Community Development was the proper committee to take the lead on certain topics. Since the Public Works Director attends both committee meetings it may be appropriate to combine these two committees for next year. The other two standing committees that may be able to be combined are Admin/Intergovernmental and Finance. Admin often doesn't have an agenda or does not meet. So these may also be combined. These standing committees were established by ordinance over 30 years ago some of the functions no longer apply or have been superseded by state law, or in some instances even by our City. It may be time to streamline, and be more efficient. In looking at cities both large and small across the state, three standing committees are not uncommon. Council can review the current structure, and if desired, rewrite the ordinance to have the new committees ready for 2018. Think about it and discuss this issue as well as committee times at the next council meeting. Mayor Lawrence spoke to council candidates and reminded them of their responsibility to read and know the rules and regulations in regards to candidacy. We don't want the City or any candidates to be in violation, but there have been several violations seen already. Attorney Richardson was asked to speak regarding campaign signs and restrictions. Attorney Richardson advised that there are different restrictions regarding state roads compared to city roads. For instance, on state roads, campaign signs are forbidden within the right of way, which is the area from the center of the road to the outside edge of the sidewalk. If signs are placed in these areas, they are subject to removal by state or city personnel. Attorney Richardson also discussed not using city resources: property, vehicles, or uniformed employees, which are not allowed in campaign advertising. The City doesn't take position for or against any candidate. The Mayor thanked Monika Beauchamp for service to the Council and the City of Clarkston. She has been proactive, enthusiastic, and a great asset to the City's legislative process.

**C. From Staff or Employees:** PWD Poole advised Council that the City finished the street maintenance project today except for a small patch on 6<sup>th</sup> Street. Poe Asphalt did an excellent job for city.

**COMMITTEE REPORTS**

**Finance:** Councilmember Beadles reported the bills were reviewed and approved for payment.

Total expenditures for the August 28, 2017 period of \$222,292.57. MOTION BY BEADLES/KOLSTAD to approve the bills as read. Councilmember Beadles thanked Clerk Austin for being at the meeting and clarifying some of the expenditures. Motion carried.

**Public Safety:** Councilmember Beadles advised there was no meeting.

**Public Works:** Councilmember Pierce advised there was no meeting.

**Admin Committee:** Councilmember Blackmon advised there was no meeting.

**Community Development:** Councilmember Beauchamp advised there was no meeting.

**Outside Organizations:** The Mayor attended the Health Department meeting. A new handbook for health department was discussed. Also, issues were discussed on future changes for permits for septic systems. Councilmember Kolstad advised that the PTBA kids freedom pass had 2377 boardings so far (last day is Sep 4). Operations manager Greg Gill said we were on track to have the best August ever for ridership. PTBA has embarked on a media campaign to increase awareness and ridership. There will be advertisements in the theaters and online. Each year ridership has increased. Mayor shared information from meetings with the MPO earlier this month. Meetings were held with officials from Idaho & Washington. The MPO Board highly recommended the director continue in the job and be given a raise.

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**A. School Resource Officer Agreement with Clarkston School District (Finance)** Chief Hastings presented the contract for 2017 school year from the Clarkston School District. The only changes were the effective dates and the cost to the school district for Officer Morbeck's salary. No other changes. It is a great program, and we hope that it can continue. Officer Morbeck does a lot more than just provide security, he educates at the school, supports the administration, and many other things. MOTION BY BEADLES/BLACKMON to approve contract. Councilmember Beadles commented on how successful the program was, and the number of problems that there were specifically with the high school before the SRO program was implemented. He commented that it has been one of the most successful programs to date that the City has implemented. Councilmember Kolstad stated he was happy to hear that students look to Officer Morbeck as a resource and a confidant. Motion carried.

**B. Contract Agreement for Consulting Services (Finance)** Clerk/Treasurer Austin presented the contract for professional services with Former Clerk/Treasurer Vickie Storey. Mayor Lawrence commented that we run a pretty lean budget at City Hall. We can definitely use the help with the budget this fall. MOTION BY BEADLES/KOLSTAD to approve contract. Councilmember Beadles commented on the contract being a bargain for the city. Councilmember Kolstad added that the City does a lot with a little. Motion carried.

**C. MOU with Fire Local 2299 (Public Safety)** MOTION BY BLACKMON/PIERCE to approve MOU. Councilmember Beadles said he feels the Local 2299 could make it work with 10 people if they wanted to. We don't live in an ideal world. We live in a poor community and it is unnecessary. If we add personnel it should be to the Police Department. They are responding to 10,000 dispatches per year, they are running ragged. Any additional personnel definitely needs to be in the Police Department, not the Fire Department. This is being crammed down citizens' throats. I have heard from a lot of outside people that this local is known for portraying the "Burning Baby" syndrome because they are always wanting more people. I think it is time that we draw the line and say this is enough. We have really good reserves, really good volunteers, we should utilize them. Once citizens

figure out what's going on, they are going to be mad. From these meetings they are going to find out that we are trying to sandbag a big department to build a little empire or a kingdom.

Councilmember Blackmon advised that any time the discussion about financing came up, we are always told what we can't do, and any suggestion for funding seemed to be put down. I'm not sure what to do, but anytime a suggestion has been presented it has always been shut down. So, no real discussion on how to fund it has ever taken place.

Councilmember Campbell advised that she asked the fire fighters at one Public Safety committee on suggestions how they would fund it. They were given an opportunity to address it, but we have not heard back from them on any funding ideas.

Councilmember Beauchamp commented that there are a few issues with the data from the Fire Department that is concerning, and why I am not in favor of 12, I think 10 is a fine number for staffing. The Fire Department has an incredible amount of down time in between calls. If you compare calls between Fire and Police, the Police respond to 10,000 calls that are sometimes more involved than the Fire Department calls. Almost 1/3 of calls are non-emergency transports, that is unacceptable for a department of our size. Lewiston has tried hard to have a public service campaign on when to call 911 that has been effective in reducing non-emergent calls. However, there is still 31% of responses to unnecessary calls. A lot of misinformation has been given to the citizens of Clarkston. The Councilmembers are also residents of Clarkston. We do have to control costs. By saying that having 10 firefighters is going to result in a life-or-death situation, it is not accurate. This is using fear-based tactic to get people to respond emotionally rather than with reason. It is a good tactic. This is about 2 good paying jobs. It is easy to use fear to get support. The situation is inevitable, in 30 years the Clarkston Fire Department will not exist. If you look at the trends, there are only 3 towns our size in the state that have a fire department at all, and the other 2 have higher incomes and one responds to county calls. I think Brian Kolstad gave numbers from IAFF that said 1 firefighter for 1000 citizens. If that were the case here, and we followed the appropriate number from a firefighter organization, we should only have 8. We are already being reasonable to allow the fire department to have 10. Firefighters need to have more interest in city than just their jobs. If we go bankrupt, there is no city to protect. I hope the Council will vote to protect the budget, make it work with 10 firefighters.

Councilmember Pierce asked if the City should have a right to look at finances and even an obligation to do that – the answer is absolutely. Is the Fire Department in and of itself, unsustainable? The answer is, No, the Fire Department is not unsustainable. Is the City's budget unsustainable? As it is right now, it is. Do we have a good viable option right now? The answer is, No. Any contract or anything we do, we risk our EMS levy, and the City ends up paying hundreds of thousands more than we are paying now, and that is not good stewardship. Are there less expensive models out there? Absolutely, and adopting a less expensive model would be in the best interest for the organization, the City of Clarkston, for city hall, but it is not in the best interest for the residents. Be it by a totally unscientific survey there was overwhelming support for the 12 person model in the community. The question is how do we move forward? My opinion is by accepting the MOU, and removing ourselves from a constant legal battle that will cost the city tens of thousands of dollars. By accepting this MOU we will undoubtedly have a much easier round of contract negotiations which will be coming up. We also buy ourselves time, time to plan for the future and to shore up our financial situation. We do need to find a way to pay for this, the City of Clarkston cannot continue to carry the Fire Department as it is. I will soon recommend that we raise our sales tax a little bit, because we need a way to pay for this and that is a quick way to shore it up a bit. I will also eventually recommend running a fire levy. If the citizens of Clarkston do want our current and admittedly more expensive model, it needs to be paid for, especially since there are those less expensive models available to us. If either of those levies fail, then the City has a mandate to contract. I believe something this important needs to be put in front of the voters. If you want people to come here, you want people to feel safe. That is why we need to accept this MOU and begin to move forward, and work on the model that Clarkston has to get this paid for. All across the board Clarkston is going to be in financial trouble, if we can't say that we are there already. We need to find ways to pay for what we have. We will need to increase our Police force, that is a matter of fact. By moving this money around, I think we can make it easier on City Hall to afford that, and have this model of Fire department if that is what the citizens decide. We need to accept this offer so we can move ahead.

Councilmember Kolstad stated that he backs up what Skate has to say. The issue is that the city is landlocked. We can raise the sales tax, but that is a regressive tax, and affects more the lower income. It is not a long term solution. In order to support the 12 firefighters, the city has to get bigger. Many of the county residents may resist that, but they are the ones that would benefit most from the Clarkston Fire Department. When there is an emergency in the county, Clarkston Fire Department is there first. If we are going to be embroiled in a lawsuit that will potentially

expose the City to hundreds of thousands of dollars in fines and penalties, then that is not a good solution either, because we don't have it. We have our work cut out for us. The citizens and business owners in Clarkston that I have talked to overwhelmingly want 12 firefighters. I went in with an open mind, and they spoke their mind, and that is where I have come to land on this issue.

Councilmember Murray commented that we have obligation as an employer to ensure that there is a fire department for our employees to go to work in. I am unsure that without raising revenue, we won't have a fire department.

Councilmember Beauchamp spoke on points from Councilmember Pierce regarding overwhelming support of 12 firefighters. There is a difference between direct democracy and representative democracy. You elect officials to represent the issues, and they trust us to make the right decisions on research that they didn't have time to make. Just because an overwhelming majority supports an option, doesn't make it an informed opinion. Not every opinion is the same. There were 12 firefighters because we had a grant, we couldn't afford it. The grant ran out. That is why we are in this situation. We paid for the extra positions for an extra year. We can't keep doing it because it didn't work. As far as the health and safety aspect, Lewiston provided our EMS services and I heard no complaints. Contracting with Lewiston (I'm not in favor of that position) is not going to be dangerous to our citizens. I grew up here in this town with Lewiston providing our ambulance, the whole time I was a child here. I think it is a little inappropriate to say that there isn't going to be as much health and safety if we don't have 12 firefighters. That is using fear-based tactics. The union is representing their interests, that is what they are supposed to do, but they are not representing the financial interests of the City. We are a very poor town. Eventually, either annexation, consolidation or contracting will happen. We were elected to represent and we have a lot more information than the public. Clarkston needs people who care about the working class, not just firefighters who make \$100,000.

Councilmember Blackmon stated that he was elected to represent his constituents and everybody has told him that they would like to have the 12 man fire department. Honestly, the only ones that said we don't need it are members of this council.

Councilmember Campbell stated we had funding from a grant. Our firefighters are very capable of handling themselves and taking care of our community with 10, there is no doubt in my mind. Having 12 is nice, if we can make it happen, that is fantastic. It makes life better for the entire community. Everyone that I have talked to has asked me, why do we even have a fire department? Why is there a fire department that we cannot afford? We need another policeman, we need a lot of things. We took funding from the Health department. There are so many other programs that need our help as well. We will have to put this to a vote of the people. If they think we can make it with 12 firefighters or even have a fire department, they will have to make that decision.

Councilmember Beadles stated that this was a budget issue. For years we have been dipping into our carryover. I predict with our present trend, we will be in trouble in three years. Councilmember Murray agreed. Councilmember Beauchamp added that she has yet to find funding that doesn't put burden on poorest residents. Both sales tax and property tax. Until there is a more even funding mechanism that spreads it out, I am not convinced.

Councilmember Blackmon requested a roll call vote. Councilmember Murray asked for reading of motion.

Vote: Beadles – Nay, Campbell – Yea, Blackmon – Yea, Pierce – Yea, Beauchamp – Nay, Kolstad – Yea, Murray – Nay. Clerk Austin advised it was 4-3 in favor. Motion passed.

**D. Findings of Facts and Conclusion of Law ZC-2017-01** PWD Poole presented Zone Change for 616 Maple Street. MOTION by BEADLES/KOLSTAD to approve zone change. Councilmember Campbell asked for clarification of location. PWD Poole advised of location behind Papa Murphy's. Campbell asked if the residents were notified. PWD Poole advised they were given written notice by mail, with 2 weeks to respond, then a hearing, with an appeal period. No one appeared or sent written comments, and no appeals. Councilmember Campbell asked if we can restrict the type of business. PWD Poole advised we could not exclude, but only specific uses provided for under the zoning ordinance. Councilmember Kolstad stated that it is good to have professional businesses in the City. Motion Carried

**COUNCIL COMMENTS:** Councilmember Beadles stated last Monday it happened. For 2 minutes and 38 seconds everyone got along while we watched the eclipse. Councilmember Campbell spoke to Fire employees, reminding them to come up with ideas for funding. Mayor Lawrence thanked Councilmember Beauchamp for time on the council. Councilmember Beauchamp encouraged young people to get involved, because ideology and reality are different than what we think.

**PRESS QUESTIONS:** Kerri Sandaine asked PWD Poole about address of zone change.

**EXECUTIVE SESSION:** None.

**ADJOURNMENT:**

Meeting adjourned at 8:08 p.m.

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Steve Austin, City Clerk

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Monika Lawrence, Mayor

Total Fund Expenditures, 8/28/17	Ck # 64629-64665	\$98,054.54
Payroll, 8/20/17	Ck # 64608-64625	\$124,238.03

DRAFT

## Public Safety Committee

September 5, 2017

Attendance: Chief Hastings, Chief Cooper, Skate Pierce, Belinda Campbell, Mayor Lawrence, Terry Beadles

### Chief Hastings:

- Chief Hastings reported that the summer “Youth Positive Ticket Program” was a success.
- The PD is working on the upcoming STOP grant. The grant funds the victim advocacy program.
- The Chief discussed the purchase of software to redact body camera footage.
- There was discussion of anti OD drugs as administered by some law enforcement agencies. Our city is small; therefore our EMS personnel can handle any administration of anti OD requirements.
- The Quad Cities Drug Task force is a very effective agency which our city participates. Illegal drugs are an ongoing problem in our community.

### Chief Cooper:

- Clarkston Fire Department will participate in the 9/11 Progression Parade to honor the fallen first responders in the attacks on New York City.
- The department continues with the weed abatement issue to help alleviate yard fire hazards.
- The Chief continues to address the issue of volunteer retention.

## AGREEMENT FOR TRANSFER OF PARKING LOTS

This Agreement made and entered into this 1st day of August, 2017, by and between Clarkston Free Parking, a non-profit Washington corporation, herein called "CFP" and the City of Clarkston, a Municipal corporation in Asotin County, State of Washington, herein called "the City".

WHEREAS, CFP has acquired several tracts of real estate, hereinafter described, which have been owned and maintained by the corporation for the purpose of providing free vehicle parking for businesses in the City of Clarkston and their patrons and customers and for the further purpose of relieving parking congestion on the public thoroughfares in the City of Clarkston; and

WHEREAS, CFP receives income for maintenance of the parking lots and for payment of taxes and other expenses only through contributions from businesses in the City of Clarkston; and

WHEREAS, real estate taxes for the lots are a substantial expense, limiting the monies available for maintenance and improvement of the parking lots; and

WHEREAS, the City has a substantial municipal interest in providing parking areas and the relief of traffic congestion; and

WHEREAS, CFP is desirous of transferring ownership of the lots to the City and in return, entering into a long term lease of the lots such that CFP would be relieved of some tax liability and have more funds available for maintenance and improvements of the parking lots.

THEREFORE, in consideration of the mutual benefits to be derived therefrom, CFP and the City do agree as follows:

1. CFP shall deed to the City CFP's lots as follows:

1-001-05-015-0000 and 1-001-05-17-00000, 910 5<sup>th</sup> Street, Clarkston, Washington

1-001-06-024-0000 and 1-001-06-025-0001, 921 7<sup>th</sup> Street, Clarkston, Washington

1-001-06-025-0002, 923 7<sup>th</sup> Street, Clarkston, Washington

1-001-06-026-0001, 927 7<sup>th</sup> Street, Clarkston, Washington

1-001-09-002-0000, 835 7<sup>th</sup> Street, Clarkston, Washington

1-001-09-004-0001, 823 7<sup>th</sup> Street, Clarkston, Washington

1-001-09-004-0002, 817 7<sup>th</sup> Street, Clarkston, Washington

1-001-09-005-0001, 813 7<sup>th</sup> Street, Clarkston, Washington

1-001-09-005-0002, 811 7<sup>th</sup> Street, Clarkston, Washington

These properties are hereinafter referred to as the “subject properties.”

2. Concurrent with the deeding of the lots from CFP to the City, the City of Clarkston will enter into a lease with CFP for a period of twenty-five (25) years, commencing the first day of the month after the date this agreement is signed by the parties. Additionally, the lease shall provide for two (2) five (5) year renewal periods, at the option of CFP on the same terms and conditions as the original lease. Provided, renewals shall require the consent of the City, which consent shall not be unreasonably withheld. The lease shall call for annual rent calculated as follows:

2.1 The rent shall be the amount of the total real estate taxes for the subject properties that would be paid to the City of Clarkston as its share of such real estate taxes. Since these properties will become property of the City of Clarkston and will then no longer be assessed, the valuation used to calculate the amount of real estate taxes that would be paid to the City were the subject properties privately owned will be as follows: 2017, the valuation which is currently established, which amount is \$1284.63. For 2018 and future years: The 2017 amount adjusted for the average annual percentage increase/decrease in assessed values for land only for properties within the City limits of the City of Clarkston, as established by the Asotin County Assessor each year. Said rent shall be paid to the City in an annual payment due by June 15<sup>th</sup> of each year. The City shall, at least thirty (30) days prior to the set due date, provide CFP with the calculation of annual rent for that year. For 2017 only, the rent shall be pro-rated for the year with the rent of \$1,284.63 being pro-rated for the number of months remaining in the calendar year following the signing of this agreement.

2.2 Clarkston Free Parking will pay annually the amount of storm water assessment assessed to the City of Clarkston for the subject properties. Such storm water assessment shall be paid independently of the rent and not subject to any percentage increase or decrease. The amount for storm water will be the actual amount of the assessment. Such payment shall be made in any manner allowed by the storm water district as long as payments are kept current by CFP. The City of Clarkston shall notify CFP each time a storm water billing or assessment is received.

2.3 In addition to paying the rent as calculated in 2.1 and paying the storm water assessment as calculated in 2.2, there is an Excise tax on leasehold interests assessed by the State of Washington for private entities that lease public properties from governmental units. The tax, in the current amount of 12.84% of the rent shall be applied to the rent as calculated in paragraph 2.1. The Excise Tax shall be paid by CFP to the State of Washington. The current Excise Tax rate is 12.84% of the rent. 12.84% of \$1,284.63 is \$164.94 Excise Tax for 2017, or such pro-rated amount of tax based on pro-rated rent as set forth in paragraph 2.1.

3. The lease between CFP and the City shall require CFP to undertake the following obligations:

3.1 Except as specifically set forth herein below, CFP will maintain the subject properties, including paving, sealing and striping.

3.2 CFP shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities, for injury or death of any person, or for loss or damage to property, which arises out of CPF's use of the premises, or from the conduct of the CFP's business, or from any activity, work or thing done, permitted, or suffered by CFP in or about the premises, except only such injury or damage as shall have been occasioned by the sole, negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes CFP's waiver of immunity under

Industrial Insurance, Title 51 RCW, solely for the purposes of this Indemnification. This waiver has been mutually negotiated and agreed to by CFP and the City. The provisions of this section shall survive the expiration or termination of this lease.

3.3 CFP shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover the premises and contractual liability. The City shall be named as an additional insured on CFP's Commercial General Liability insurance policy using ISO Additional Insured-Managers or lessors of the Premises form CG 20 11 or a substitute endorsement providing at least as broad coverage. CFP's Commercial General Liability insurance policy shall contain, or be endorsed to contain that it shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of CFP's insurance and shall not contribute with it. CFP shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to additional insured endorsements, evidencing the insurance requirements of CFP.

3.4 CFP shall retain the duty and obligation to monitor the subject property and ensure that it has adequate lighting and is maintained in a safe condition for the use of the public. The City does not accept, nor shall any duty or liability be conveyed, nor imputed to, nor construed to the City for lighting, maintenance, or ensuring safe conditions, except as set forth in this agreement.

3.5 City shall have the responsibility to maintain such lighting, including providing and installing any replacement bulbs. The City's responsibility shall be limited to inclusion of lights in the parking lots as part of the city-wide lighting contract. CFP shall notify the City regarding any damage to the lighting or bulbs needing to be replaced

3.6 CFP shall have the right, at its own cost and sole discretion, to add trees or other landscaping to the subject property. CFP shall maintain any such trees or landscaping at CFP's expense.

4. The City will exercise general police jurisdiction over the premises above described, will sweep the parking lots from time to time and will pay utility bills charged against the premises for lighting purposes, as set forth in paragraph 3.5.

5. The City shall have the power to regulate, but shall not be mandated to regulate vehicle parking on said premises and the City is specifically precluded from charging parking fees. This provision shall not prevent the City from exacting fines or penalties for violation of any lawful ordinance applicable to parking areas to the City.

6. The parking lots being beneficial to both CFP members and to the City of Clarkston, except as herein set forth, the City shall not have the right to sell the subject properties. The City may sell or convey the subject properties as follows:

- a) with specific written authorization from CFP;
- b) to CFP; or
- c) to another entity upon with the provision that the lots shall continue to be used

as parking lots and that the rent will remain as set forth in this Agreement.

7. The foregoing notwithstanding, the City shall have the right, at its sole discretion and cost, to use a portion of the subject property to create a "pocket park" and/or install public restrooms. Should the City exercise its discretion and build such a park and/or restrooms, the care and maintenance of such park and/or restrooms will be solely the responsibility of the City. The City shall also consult with CFP regarding the size and design of such pocket park and/or public restrooms.

8. Default. Any material breach of this contract shall constitute a default if the breaching

party fails or refuses to correct such breach after notice from the other party. The breaching party shall have not less than 90 days to cure any alleged breach prior to being deemed in default. Upon a default of this contract, the non-breaching party may sue to enforce this contract; such suit may be for injunctive relief (either to require an action or prevent further action), for damages, or any other relief properly available at law.

9. Attorney Fees. Should legal action be necessary to enforce any or all of this contract, in addition to any award of damages, compensation, injunctive relief, or other relief or compensation of whatsoever nature, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. The parties specifically agree that an award of attorney fees to either party shall be based on a reasonable number of hours time the then-prevailing-rate for attorneys of similar experience in Asotin County.

10. The parties agree that any action relating to this agreement must be brought in the Asotin County Superior Court.

11. Notice. Any notice required or permitted given to either party shall be deemed given one business day following the date the same is mailed, correctly addressed, by United States certified mail, postage prepaid, return receipt requested, or on the date of personal delivery. Any change of address by any party must be made by giving written notice at least 15 days in advance of the change. Until changed, notices and communications to CFP and City shall be addressed as follows:

City Clerk

829 5<sup>th</sup> Street

Clarkston, WA 99403

Clarkston Free Parking

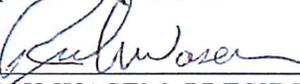
P.O. Box 762

Clarkston, WA 99403

12. Merger. This is the entire agreement between the parties on this matter. No other oral or written agreement, representation, or otherwise has been made that is not expressly in this contract. It is expressly the intent of the parties to be bound by the "four corners" of this document and not by any other fact, representation, or so forth. Any and all changes, additions, and/or modifications to this contract must be made in writing, adopted by both the Clarkston City Council by resolution and by the Clarkston Free Parking board by resolution, and signed by both parties. Any change, addition, or modification not so made shall be null, void and of no effect.

Dated this 1st day of August, 2017.

Clarkston Free Parking, Washington  
Non-profit Corporation

By:   
RICK WASEM, PRESIDENT

City of Clarkston

By: \_\_\_\_\_  
MAYOR

By:   
THOMAS L. LEDGERWOOD, SECRETARY

By: \_\_\_\_\_  
CITY CLERK

ORDINANCE NO. 1582

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 17.05.080, WHICH ESTABLISHES THE OFFICIAL ZONING MAP OF THE CITY OF CLARKSTON.

WHEREAS, the Planning Commission held a public hearing on July 17, 2017 to consider a request from Robert Uhrich/RGU Architecture on Zoning Map Change Application No. ZC-2017-01 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

NOW THEREFORE, be it ordained by the City Council of the City of Clarkston as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

The property described below is hereby changed from Medium Density Residential (R-2) to Service Commercial (SC) zoning designation:

Parcel 1: The East 77.5 feet of Lots 1 and 2 in Block 25 of Clarkston according to the official plat thereof, filed in Book B of Plats at Page(s) 10, records of Asotin County, Washington, and

Parcel 2: The West 50 feet of Lots 1 and 2 in Block 25 of Clarkston according to the official plat thereof, filed in Book B of Plats at Page(s) 10, records of Asotin County, Washington.

SECTION 2.0

This ordinance shall be in full force and effect upon the signing hereof by the Mayor, attestation by the City Clerk and publication as required by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Monika Lawrence, Mayor

ATTEST BY:

\_\_\_\_\_  
Steve Austin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Richardson, City Attorney



616 Maple St.

7th St

Maple St

Diagonal St

SR 129