



## White Salmon City Council Meeting

### A G E N D A

June 15, 2022 – 6:00 PM

119 NE Church

Hybrid Meeting: In Person and Via Zoom Teleconference

Meeting ID: 846 3466 0894 Passcode: 320630

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

**I. Call to Order, Presentation of the Flag and Roll Call**

**II. Changes to the Agenda**

**III. Consent Agenda**

**A.** Personal Services Contract – The Watershed Company, Land Use Planning Services (Critical Areas Ordinances Update - \$18,080, Shoreline Management Program Review/Update – \$11,190, On-Call Services – Fees per Hour)

**B.** Committee Appointments - Patty Fink

**C.** Approval of Meeting Minutes - May 12, 2022 (Minutes will be provided prior to the meeting)

**D.** Approval of Meeting Minutes - May 18, 2022 (Minutes will be provided prior to the meeting)

**E.** Approval of Vouchers

**IV. Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.

**V. Presentations**

**A.** Todd Jacobson, Wildlife Conflict Specialist - Washington Department of Fish and Wildlife

**VI. Business Items**

**A.** Parks Plan - Cameron McCarthy

1. Presentation

2. Discussion

**B.** Proposed Rezones

1. Presentation

2. Public Hearing

Any individual who wishes to testify in person or via teleconference will be allowed to do so.

3. Discussion and Action

C. Ordinance 2022-06-1106 Amending WSMC 10.24.015 Stop Intersections (Specifically 4-way Stop at Oak and Dock Grade Road)

1. Presentation
2. Public Hearing

Any individual who wishes to testify in person or via teleconference will be allowed to do so.

3. Discussion and Action

D. Kinzey Water Line Acceptance - Project 2021.01

1. Presentation and Discussion
2. Action

**VII. Reports and Communications**

- A. Department Heads
- B. Council Members
- C. Mayor

**VIII. Executive Session (if needed)**

**IX. Adjournment**

**File Attachments for Item:**

A. Personal Services Contract – The Watershed Company, Land Use Planning Services (Critical Areas Ordinances Update - \$18,080, Shoreline Management Program Review/Update – \$11,190, On-Call Services – Fees per Hour)



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## CONSENT AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: June 15, 2022  
Agenda Item: Personal Services Contract – The Watershed Company, Land Use Planning Services (Critical Areas Ordinances Update - \$18,080, Shoreline Management Program Review/Update – \$11,190, On-Call Services – Fees per Hour)  
Presented By: Jan Brending, Clerk Treasurer

### Action Required

Authorize the mayor to sign Personal Services Contract with The Watershed Company for land use planning services including updating the City's Critical Area Ordinance (\$18,080), reviewing and updating the City's Shoreline Management Program (\$11,190) and providing on-call land use planning services for fees ranging \$115 to \$210 per hour.

### Proposed Motion

None unless the agenda item is pulled from the Consent Agenda. If pulled from the Consent Agenda the following motion is recommended:

Motion to authorize the mayor to sign Personal Services Contract with The Watershed Company for land use planning services including updating the City's Critical Area Ordinance (\$18,080), reviewing and updating the City's Shoreline Management Program (\$11,190) and providing on-call land use planning services for fees ranging \$115 to \$210 per hour.

### Explanation of Issue

The City issued a Request for Proposals for providing land use planning services including completing the update of the City's Critical Areas Ordinance, reviewing and updating the City's Shoreline Management Program and providing on-call land use planning services as requested. The city received two proposals. One proposal provided hourly on-call fees to possibly include updating the Critical Areas Ordinance but declined to provide services for updating the City's Shoreline Management Program. I have worked with The Watershed Company in the past under my capacity as City Administrator with City of Bingen and highly recommend them. The Watershed Company has extensive experience with both Critical Areas Ordinances and Shoreline Management Programs and with general land use planning.

### Recommendation of Staff/Committee

Staff recommends authorizing the mayor to sign Personal Services Contract with The Watershed Company for land use planning services including updating the City's Critical Area Ordinance (\$18,080), reviewing and updating the City's Shoreline Management Program (\$11,190) and providing on-call land use planning services for fees ranging \$115 to \$210 per hour.

**CITY OF WHITE SALMON  
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and The Watershed Company hereafter called Contractor. City's Contract Administrator for this contract is Jan Brending, Clerk Treasurer.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2023.

**Statement of Work**

(a) The scope of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

**Consideration**

- (a) City agrees to pay Contractor \$18,080 for the Critical Areas Ordinance Update, \$11.190 for the Shoreline Management Program Review/Update and fees ranging from \$115 per hour to \$210 per hour for on-call planning services, which includes reimbursable expenses incurred in the performance of duties as identified in Exhibit A.
- (b) Monthly invoices shall be submitted to the City itemizing all time incurred.

**Amendments**

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

**Terms and conditions listed on page two**

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): The Watershed Company Address: 750 6<sup>th</sup> Street South  
Kirkland, WA 980333

UBI #: Phone: 425-822-5242  
Email: dnickel@watershedco.com

Citizenship:	Non resident alien	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Business Designation (Check one):		<input type="checkbox"/>	Individual	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate/Trust
		<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Public Service Corporation
		<input type="checkbox"/>	LLC	<input type="checkbox"/>	Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: \_\_\_\_\_  
Signature Date

Approved by the City: \_\_\_\_\_  
Marla Keethler, Mayor Date

## STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

### 1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

### 2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### 3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

### 4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

### 5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

### 6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

### 7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
  - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
  - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
  - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
  - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

### 8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

### 9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

### 10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

### 11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability  
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b). Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

### 12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

### 13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

### 14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

### 15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

### 16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

### 17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

### 18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

### 19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

### 20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

### 21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

### 22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

### 23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

### 24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



June 8, 2022

Jan Brending  
Clerk Treasurer  
Submitted via email: janb@ci.white-salmon.wa.us

**Re: Consulting Services for City of White Salmon – Land Use Planning**

Dear Jan,

We are excited for this opportunity to work with you again! The City of White Salmon is a jewel along the Columbia River Gorge, offering local and regional benefits to a wide-range of planning needs, including housing, recreation, and environmental protection, to name a few. The Watershed Company offers the City a team of Shoreline Management Act (SMA) and Growth Management Act (GMA) experts with up-to-date knowledge of State standards. Our planning staff of 11 environmental and land use planners are ready to assist the City in completing the requested tasks.

The Watershed Company has worked on over 80 comprehensive and 40 periodic Shoreline Master Program updates and assisted over 40 jurisdictions with updates to Critical Area Ordinances. Our land use planning team serves as on-call consultants to numerous jurisdictions throughout Washington, to facilitate a streamlined planning and permitting review process. We are ready to step in and provide temporary on-call planning support, acting as part of the City’s Development Team to advise on various land use planning needs.

We will apply our expertise to provide the City with an updated CAO and an improved SMP that meets the latest legislative updates and is consistent with the City’s comprehensive plan and development goals. Between our extensive experience with comprehensive and periodic SMP updates, we can streamline the process and fulfill the project requirements within Ecology’s grant allotment.

Our entire project team looks forward to helping you with this latest effort. If you have any questions, you can contact me at (425) 650-1317 or by email at dnickel@watershedco.com.

Regards,

Dan Nickel, Project Manager and Vice President

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**Contact Information**

Dan Nickel  
The Watershed Company  
750 6th Street South  
Kirkland, WA 98033

*Phone:* (425) 822-5242  
*Email:*  
dnickel@watershedco.com

# PROJECT UNDERSTANDING

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## SERVING THE CITY OF WHITE SALMON'S LAND USE PLANNING NEEDS

Under this effort, the City of White Salmon desires to complete three key planning tasks: 1) completing the in-progress review and update of the Critical Areas Ordinance (CAO); 2) completing the periodic update of the Shoreline Master Program (SMP); and 3) providing temporary planning staff support to the City's Development Team. These tasks will be conducted simultaneously and on a streamlined timeframe to ensure project efficiencies and completion in 2022. The CAO and SMP updates are linked by the needs to ensure critical area protections throughout the City are consistent with current science and State rules. We will coordinate with the City of White Salmon throughout the project and maintain periodic check-ins to manage tasks per the established schedule.

Our focus on the CAO update will be to review the prior work to date and provide suggested modifications, if needed, to ensure a smooth approval process. We will help coordinate agency review prior to any public comment period and public hearing and assist throughout the public review process, including meetings with the Planning Commission and City Council.

We expect the SMP update to focus on ensuring consistency with recent State legislation as well as applicable local development regulations and the Comprehensive Plan. We will review all City requested amendments to improve usability, formatting, gaps and organization to make the regulations easier to interpret for applicants and staff.

Our approach to on-call planning is to serve as an extension of staff, to help ease the burden of increased communication or project delays. We understand that thorough and concise reviews are essential, but communication is key. We are committed to providing the necessary turn-around on project reviews that the community expects.

Our highly talented group of planners, scientists, and public outreach specialists can further help the City by:

### LEVERAGING OUR RELATIONSHIPS WITH AGENCY STAFF

Watershed has worked with more than 20 Ecology project officers during the course of our various SMP and CAO updates and have coordinated with Ecology and WDFW technical staff to discuss critical areas regulations integration, shoreline jurisdiction, and best available science, including recent interpretation of WDFW's Riparian Management Guidelines. We have been working directly with Chelsea Benner, Lennard Jordan, and other Ecology shoreline planners on multiple SMP updates in recent years.

In all cases, we have found that substantively including and engaging agencies in the CAO and SMP update process at more than just the required intervals has ensured that agency staff is able to more fully support the local jurisdiction with any difficult issues.

### IMPLEMENTING PUBLIC ENGAGEMENT FOR COMMUNITY INPUT AND TRANSPARENCY

Proper messaging is essential to bring awareness to this project, ensuring the public is informed about what the update process involves. Key to this is also diffusing alarm bells to emphasize what is not "on the table." We take this messaging seriously, ensuring public notices are informative yet engaging, public meetings/open houses are constructive, and that the City's website is a go-to resource of all project related details.



# TEAM ORGANIZATION

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## GMA AND SMA EXPERTS

**The Watershed Company** has been a leader in science-based environmental planning and design for nearly four decades. Our multi-disciplinary approach combines environmental and scientific expertise in natural systems with extensive planning, permitting, and construction knowledge. The Watershed Company has provided natural resource assessment, conservation planning, and restoration design for local governments across Washington. We have served public sector clients in the politically-charged areas of Growth Management Act and Shoreline Management Act compliance since 2001. To date, Watershed has supported more than 80 comprehensive SMP updates, including 14 counties, over 40 periodic SMP updates, and another 40 CAO updates. Watershed frequently works with local jurisdictions and leading regulators—such as the Army Corps of Engineers, Washington State Department of Ecology, and Washington State Department of Fish and Wildlife – on projects varying from new facilities to critical area ordinance updates. These relationships and our overall company-focus on restoration and natural resource protection provides for dependable data and analysis for improvement planning.

Our team is led by Dan Nickel, who leads Watershed’s planning practice, with over 20 years of experience in shoreline and critical areas regulations and policy development. Dan will lead all aspects of this project, including deliverables, budget, schedule, and communications. Each member on our planning team has active experience working with SMA and GMA requirements, for similar jurisdictions across Washington. We will apply understanding of the City’s environments and stakeholders to produce an efficient and actionable update. Our team actively works side-by-side with local planning departments, providing on-call assistance to land use planning needs. We are ready to help fill the temporary vacancy of the City’s land use planner.

**Availability.** Dan’s current commitments allow him to be readily available (~40%) when the City’s SMP work is under way. Dan and the rest of the Watershed team are fully available to the City to complete the work by December 1, 2022.

**Experience and Project Tasks.** On the following pages, we highlight our team’s experience. Full resumes detailing our prior SMP experience can be found starting on page 13.



**DAN NICKEL**  
PROJECT MANAGER

Dan has been project manager for updates to more than 60 SMPs and 20 CAOs for various jurisdictions, including 10 counties across Washington State. He is a leader on SMA and GMA compliance, providing a key resource to county and city planning staff. On the applied side, he has also led over 150 shoreline restoration design projects to improve fish habitat, managing both design and complex permitting.



**MARK DANIEL, AICP**

**SENIOR PLANNER/  
GIS SPECIALIST**

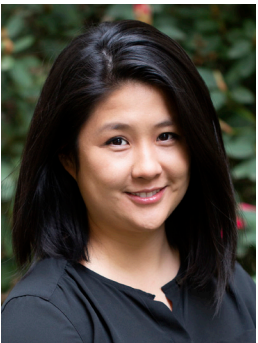
Mark is an environmental planner and project manager dedicated to helping create sustainable, livable communities that maintain the integrity of their natural systems. Mark leads long-range and current planning projects across the State, including comprehensive plan updates, Shoreline Master Program updates, critical areas ordinance updates, urban design guidelines, and master plans. Mark was integral in Bingen's prior SMP and CAO updates.



**CLOVER MCINGALLS,  
PWS**

**ENVIRONMENTAL  
PLANNER**

Clover is an environmental planner with expertise in Washington's environmental regulations and a background in wetland science. She has prepared environmental permit applications and supporting documents in a variety of jurisdictions and assisted numerous Washington counties with SMP updates, including leading Whitman and Adam County's comprehensive updates.



**LEILA WILLOUGHBY-  
OAKES**

**ASSOCIATE PLANNER**

Leila is an experienced city planner in a wide range of areas, including shorelines, environmental review, transportation and comprehensive planning. She has worked as a reviewer and applicant in Snohomish County, King County, Vancouver Island and the Greater Toronto Area. As a planner for the City Federal Way for five years, she understands how essential it is for municipalities to craft clear development regulations for both individual land owners and land developers.



**ALEX CAPRON**

**ENVIRONMENTAL  
PLANNER/GIS ANALYST**

As a planner and geospatial specialist, Alex has managed over 10 SMP periodic updates from start toward local adoption since 2018 for local jurisdictions, in addition to assisting with numerous others. Alex is quite familiar with the Shoreline Management Act and shoreline permitting projects around Washington State, having worked both with jurisdictions and private property owners alike, providing permitting pathways to compliance.

## White Salmon Land Use Planning Assistance Organization Chart



### PROJECT ADMINISTRATOR

Jan Brending  
*Clerk Treasurer*



### PROJECT MANAGER

Dan Nickel, MSc  
*Primary Point of Contact*

KEY PERSONNEL



Leila Willoughby-Oakes  
*Associate Planner*



Mark Daniel, AICP  
*Senior Planner,  
GIS Specialist*

ASSISTANT PERSONNEL



Clover McIngalls, PWS  
*Environmental Planner*



Alex Capron  
*Environmental Planner,  
GIS Analyst*

## REFERENCES

Our team excels at integrating sound science into cogent planning documents that reflect community values and long-term goals.

**We have helped over 80 jurisdictions** engage their communities to create practical and science-based regulations and updates.

Below, please find references for past experience that is similar in scope and timeframe to the City's SMP update. Full descriptions can be found on the next page. We encourage you to contact our references to learn more about our collaborative approach.

KLICKITAT COUNTY
<b>Mo-chi Lindblad, Director, Klickitat County Planning Department</b>
Phone: (509) 773-5703
Email: mo-chil@klickitatcounty.org
CITY OF BREMERTON
<b>Garrett Jackson, Planning Manager, City of Bremerton</b>
Phone: (360) 473-5289
Email: garrett.jackson@ci.bremerton.wa.us
CITY OF OLYMPIA
<b>Joyce Phillips, AICP, Senior Planner, Community Planning and Development</b>
Phone: (360) 570-3722
Email: jphillip@ci.olympia.wa.us

# APPROACH AND WORK PROGRAM

While consistent with the tasks and deliverables per the scope of work outlined in the RFP, our approach is refined based on our understanding of the City's objectives and our past experience with similar regulatory updates. The following scope of work elaborates on the City-provided scope of work.

## CAO Update

- 1. Identifying areas for improvement in the City's CAO.** Watershed brings a strong background in best available science (BAS) review and a thorough understanding of the State's Growth Management Act (GMA). Our initial task will be to build upon the City's recent efforts to complete the CAO update by reviewing the current proposed changes and assessing other potential needs based on BAS or GMA requirements. If any further suggested changes are deemed necessary, we will provide a brief summary memo with supporting rationale. We do not anticipate the completion of a full BAS review. However, we have included time to note where BAS is applicable in relevant CAO amendments.
- 2. Coordination with agencies.** Watershed will help facilitate early feedback from agency staff prior to the initiation of a public review process. Watershed is currently working for Klickitat

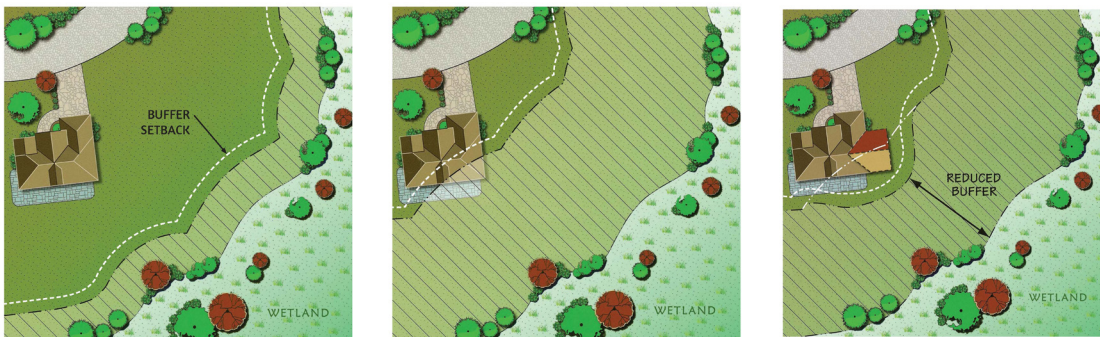
County on the County's CAO update and is actively coordinating with State and tribal staff. We expect similar input from these reviewing agencies and will send them a review draft which incorporates the findings from Task 1.

- 3. Prepare public review draft of the CAO and SEPA documentation.** Following receipt of agency comments, we will prepare an updated draft of the CAO for public review. This draft may be annotated to help the public understand the rationale behind the proposed amendments. Such annotations may reflect BAS, but they may also note areas of clarification or organizational improvements.

Watershed will prepare a draft SEPA checklist and non-project supplement for use by the City. The City will be responsible for issuing a SEPA determination and submitting a 60-day notice of the intent to adopt to the Department of Commerce.

The City will be responsible for noticing of the public comment period and the public hearing. Watershed can work with the City on the content of the public notice.

- 4. Public review process.** Watershed will participate throughout the local adoption process, to help answer technical or process related questions.



*Our team developed handouts and presentation boards for open house sessions with the public during the City of Kirkland's CAO update.*

We anticipate this to include attendance at three meetings, one Planning Commission workshop, one Planning Commission public hearing, and one additional hearing before the City Council prior to local adoption. Depending upon the extent of public comments received, a response matrix may be necessary to help categorize all comments by author, date, and issue. We have allocated time to provide the matrix and offer recommendations or rationale to address each comment. Our proposed budget for this task reflects an expectation of responding to a low to moderate number of public comments.

### SMP Update

Our outline follows the Ecology grant phased approach and we have identified where our scope of work would fall under their task allocation.

We have worked on over 80 comprehensive SMP updates and have recently been assisting over 30 Towns, Cities, and Counties with periodic reviews of their existing SMPs. This experience provides us extensive knowledge in effective strategies to streamline processes and concentrate planning efforts where they are most beneficial. Tasks and subtasks identified below correspond to the proposed budget included on page 18.

### ECOLOGY GRANT TASK 3: PUBLIC PARTICIPATION

**3.1 Project Kick-off and Coordination.** Watershed will meet with City staff via teleconference to review/refine objectives, agree on initial tasks and timeline, and coordinate on known resources to be delivered to the project team. Watershed will follow up with a refined project schedule for both outreach and deliverables and will continue to coordinate with City staff throughout this process.

**3.2 Public Participation Plan.** Watershed will consult with City staff to prepare a Public Participation Plan using Ecology's template to provide opportunities for public involvement in the SMP periodic review consistent with WAC 173-26-090. City will disseminate the plan as needed and submit to Ecology.

**3.3 Coordination with stakeholders.** As needed, throughout the periodic review process Watershed will assist City staff in coordinating with applicable state and federal agencies, tribal staff members, and neighboring jurisdictions that may share an active interest in the City's SMP. The City may be the primary point of contact for any communication to and from these stakeholders. Watershed can take on a larger role if the planner position is not filled, but we expect to provide input and feedback to these stakeholders.

### ECOLOGY GRANT TASK 4: REVIEW SHORELINE MASTER PROGRAM AND DRAFT REVISIONS, IF NEEDED

#### 4.1. SMP review and documentation

- a. **Consistency with legislative amendments.** Watershed will review the City's SMP, Chapter 90.58 RCW, and Ecology's rules and determine if amendments are needed to the City's SMP to maintain compliance. Consistency will be documented in Ecology's SMP Periodic Review Checklist.
- b. **Consistency with comprehensive plan and development regulations & consider any changes in local circumstance, new information, or improved data.** Watershed will review the SMP to ensure consistency with the City's comprehensive plan and development regulations, including critical areas regulations. Any updates that are occurring through the CAO update may also be considered. Consistency will be documented in the SMP Periodic Review Checklist.
- c. **Prepare final recommendations.** Following completion of the above-listed subtasks, Watershed will meet with City staff via teleconference to discuss the periodic checklist findings. If necessary, Watershed will also review findings with Ecology staff. Watershed will perform one round of revisions to address City and Ecology comments and provide a Final SMP Periodic Review Checklist.

**4.2 Initial Draft SMP.** Watershed will provide redlined SMP amendments to the City, making changes to the SMP to address issues identified in the SMP Periodic Review Checklist. Any amendments necessary to address the regulation of critical areas will also be prepared.

### **ECOLOGY GRANT TASK 5: FINAL DRAFT SMP**

Watershed will provide technical assistance to the City throughout the local adoption process. The City will be responsible for scheduling and notification of public meetings, coordination with Ecology and all document submittals.

**5.1 Prepare SEPA documentation.** Watershed will prepare a draft SEPA checklist and non-project supplement for use by the City. The City will be responsible for issuing a SEPA determination and submitting a 60-day notice of the intent to adopt to the Department of Commerce.

**5.2 Public meetings.** Watershed staff will attend up to three (3) virtual public meetings. This is anticipated to include one workshop with the City Council to review draft amendments, one public hearing before the Planning Commission, and one additional meeting with Planning Commission.

**5.3 Public Comment Period.** The City will be responsible for noticing of a joint public comment period and the public hearing. Watershed will work with the City on the content of the public notice and will help coordinate with Ecology to ensure the joint notice is consistent.

**5.4 Responsiveness summary.** The Watershed team will review and respond to comments received during the joint public comment period. This includes preparation of a response matrix to categorize all comments by author, date, issue, SMP section and provide recommendations or rationale to address each comment. Our proposed budget for this task reflects an expectation of responding to a low number of public comments given the minimal issues likely presented in this update.

**5.5 Review and edit SMP for initial Ecology submittal.** Watershed will provide a revised SMP following Planning Commission review and coordinate with the City prior to sending the SMP to Ecology for the initial determination of consistency.

**5.6 Address Ecology comments and prepare adoption draft.** Following receipt of Ecology's initial determination, Watershed will, with City approval, address any recommended or required changes and prepare an adoption draft to go to City Council. One meeting with the City Council is included in Task 5.2 above. The City will be responsible for final adoption and final submittal to Ecology.

Assumptions:

- Routine phone conversations to accomplish the above tasks are included. In-person meetings are not included.

### **On-Call Planning Support**

The Watershed Company's planning staff is available to assist the City by providing temporary land use planning support to the City's Development Team. We propose Leila Willoughby-Oakes, Associate Planner, to lead this coordination from Watershed. Leila is currently assisting the City of Kirkland as an on-call land use planner to review building permit applications and correspond with applicants. Leila would be supported by our team of both land use and environmental planners to ensure communication is timely, reviews are thorough, and our input is accurate. Our goal is to provide professional planning guidance to the Development Team during this temporary time period and help fill gaps as needed to ensure development review is completed.

Our planning staff's hourly billing rates are included following the proposed budgets for the CAO and SMP updates.

# PROJECT EXAMPLES

## CRITICAL AREA ORDINANCE UPDATE, KITTITAS COUNTY

Kittitas County had been undertaking the update of their critical area regulations for several years before contracting with The Watershed Company. The landscape of Kittitas County is very diverse and complex, including forested mountains in the west and a semi-arid plateau to the east. This complexity is rich in natural resources and creates a particularly difficult environment for creating county wide environmental regulations. Watershed made it a priority to address concerns by explaining code provisions thoroughly with technical memorandums that include accessible explanations of state laws and best available science. This approach created a more clear and transparent process that shows the identification of stakeholder comments and concerns to ensure all competing interests including recreation, agriculture, conservation and restoration, treaty rights, and property rights are adequately addressed. Watershed worked to provide Kittitas County with a comprehensive and regionally specific draft of regulations that was consistent with other local jurisdictions and contained clear procedures and requirements. The draft was adopted in 2021.

## CRITICAL AREAS ORDINANCE UPDATE, COWLITZ COUNTY

The Watershed Company helped update of the County's Critical Areas Ordinance, which included a review of applicable Best Available Science and a gap analysis of the existing code. Watershed staff worked closely with County planning staff, participated in open house events, Planning Commission workshops, and Board adoption proceedings. Continued efforts by Watershed included assistance developing the County's Voluntary Stewardship Work Plan.



*Dan Nickel at a Skagit County SMP Open House Event*

## SHORELINE MASTER PROGRAM AND CRITICAL AREAS ORDINANCE UPDATES, KLUCKITAT COUNTY

The Watershed Company is actively leading a county-wide effort to complete both the comprehensive and periodic updates of the County's SMP and a major update of the County's CAO. The SMP work included completing an inventory and characterization of shoreline and watershed conditions, preparation of a shoreline restoration plan and cumulative impacts analysis, as well as a complete re-draft of the SMP. The Watershed Company led all aspects of public participation for the SMP update, including facilitating technical and citizen advisory committee meetings, open houses, and visioning workshops. The Watershed Company continues to coordinate with County staff, stakeholders, state and federal agencies, NGOs, and tribes, including the Yakama Nation, to assimilate and present available data, understanding of baseline conditions, and propose amendments for both the SMP and CAO. The County plans to adopt both in 2022 following a variety of additional public participation events and legislative workshops.

## SHORELINE MASTER PROGRAM UPDATE, CITY OF BINGEN

The Watershed Company assisted the City of Bingen with its comprehensive SMP update, providing a major overhaul of the City's SMP which stemmed from a 1994 version of the Klickitat County SMP. Bingen's shorelines include industrial lands situated adjacent to the Columbia River. During the initial stages of the SMP update, The Watershed Company helped the City update its citywide critical areas regulations, which were adopted in August 2015. These updated critical areas regulations were then referenced by the updated SMP. Public outreach greatly benefited from a dedicated webpage on the City's website where pertinent information and project documents could be found. The SMP was adopted by the City Council and approved by the Department of Ecology. The City has recently hired Watershed to complete the SMP periodic update by June 30, 2023.

## SHORELINE MASTER PROGRAM UPDATE, CITY OF GOLDENDALE

The Watershed Company helped the City of Goldendale update its SMP, which dated back to 1975. The City's SMP addresses lands adjacent to the Little Klickitat River, including lands in the City's urban growth area. These lands feature extensive floodway and floodplain in an urban setting. As focal points for public involvement, the project featured two open houses where the public could learn about and provide input on the SMP update. The SMP was adopted by City Council and approved by the Department of Ecology without any significant changes. The City has recently hired Watershed to complete the SMP periodic update by June 30, 2023.

## SHORELINE MASTER PROGRAM UPDATE, CITY OF BREMERTON

The Watershed Company (Watershed) led the City effort towards completing a periodic update of their SMP and concurrent shoreline critical areas regulations update. To start, Watershed completed an in-depth review of the SMP, Comprehensive Plan, CAO, and other related development regulations, as identified by a gap analysis provided to the City. The gap analysis provided a concise crosswalk to document the rationale for each amendment for easy public understanding. Besides ensuring the SMP is consistent with the legislative amendments, the City's focus was to provide improved functionality in the SMP by offering clarifications in the use matrix, clear vegetation standards, and a reorganization to make the SMP more user-friendly. In addition, amendments were proposed to the City's critical areas regulations, through a best available science

### Mitigation for Impacts to Significant Trees in Shoreline Vegetation Conservation Area

If a significant tree is removed within the Shoreline Vegetation Conservation Area, it will need to be replaced with one or more trees, depending on the size of the tree trunk, height of tree, and species of tree. Significant trees are defined as healthy evergreen or deciduous trees, eight inches in diameter or greater, measured four feet above existing grade.

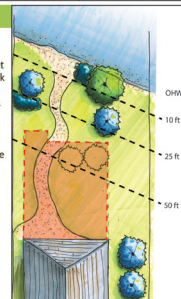
Significant Tree Removed	Diameter at Breast Height (DBH)	Ratio (Replaced : removed) - see rationale for location guidelines
Greater than 50 feet in height at time of application or on Replacement Tree list	8-10 inches	1:1
	10-16 inches	2:1
	>16 inches	3:1
Less than 50 feet in height at time of application and not on Replacement Tree list	Any DBH greater than 8 inches	1:1

#### Example

**Impacts:** House expansion will remove two significant trees, 12-in DBH within 50 feet of the ordinary high water mark (OHWM). The expansion will also impact existing landcover.

**Mitigation:** Plant four trees, at least two within 50 feet of the OHWM, and two anywhere within 0-200 feet from OHWM. Plant vegetation to offset landcover impacts

see Handout SMP-2 for information on calculating mitigation for impacts to other shoreline vegetation



### Replacement Tree List

#### Native Trees

Grand fir  
Noble fir  
Alaska yellow cedar  
Sitka spruce  
Shore pine  
Lodgepole pine  
Western white pine  
Douglas-fir  
Western red cedar  
Western hemlock  
Big leaf maple  
Red alder  
Pacific madrone  
Pacific dogwood  
Oregon ash  
Black cottonwood  
Quaking aspen  
Garry oak  
Paper birch

#### Non-Native Trees

Incense cedar  
Atlas cedar  
Deodar cedar  
Cedar of Lebanon  
Western larch  
Ponderosa pine  
Coastal redwood

- Impact Area
- Existing vegetation
- Proposed vegetation

If you have questions or need additional information, please contact the Development Services Department at 415-452-4118 or [landuseview@bellevue.gov](mailto:landuseview@bellevue.gov).

*Dan Nickel presented different mitigation strategies to the City of Bellevue's City Council as part of its SMP update.*



recommended update regarding Ecology's 2018 Wetland Buffer guidance. Due to COVID-19, all public participation activities moved on-line, including an on-line open house. The Watershed team led all the public involvement.

### **SHORELINE MASTER PROGRAM (SMP), CRITICAL AREAS ORDINANCE (CAO) UPDATE, AND VOLUNTARY STEWARDSHIP PLAN (VSP), PACIFIC COUNTY**

With a shoreline resource dependent economy, Pacific County's SMP addressed the often competing interests of fishing, aquaculture, ocean energy, environmental quality, recreation, and property rights. Watershed began working with the County to update its SMP in 2014. The public and 21-member shoreline planning committee soon recognized Watershed as a partner in developing a plan that represented the interests of the County. The SMP update included a reach-based analysis of shoreline ecological functions and land use characteristics; policy and regulatory document development; a restoration plan; and extensive outreach with the public, tribes, and agencies.

The County also hired Watershed to complete its CAO update and to develop the County's VSP, a voluntary alternative to traditional critical areas protection intended to support agricultural viability. Both the CAO and VSP entailed an assessment of key concerns, technical analyses, and extensive coordination with citizen advisory groups. In developing the VSP, Watershed planners conducted an assessment of the needs and challenges for critical areas protection and agricultural viability in the County. Based on this initial assessment and ongoing engagement of agricultural producers, Watershed developed a set of goals, measurable benchmarks, and monitoring parameters appropriate to the County's unique agricultural

and environmental characteristics. Our team's collaborative approach resulted in an on-schedule, under-budget, and enthusiastically-approved Work Plan that will protect environmental functions and processes and meet the needs of the County's diverse agricultural community.

### **SHORELINE MASTER PROGRAM UPDATE, KITSAP COUNTY**

The Watershed Company was hired in 2020 to help complete a periodic update of the Kitsap County SMP. Working under a tight timeframe, all work was completed within nine months, including a robust public outreach effort inclusive of virtual community information meetings and an online open house. The update ensured continued consistency with State laws and local plans, but also worked to improve permit processing and administrative understanding. This effort was in follow up to Watershed's work on the 2014 comprehensive SMP update.

### **SHORELINE MASTER PROGRAM UPDATE, CITY OF OLYMPIA**

The Watershed Company was hired in 2019 to complete a periodic update of the City's SMP. While this effort focused on making only a limited number of amendments to the SMP to be consistent with State law, it did tackle several key local issues, including reviewing and adjusting environment designations near a City park, incorporation of Ecology's most recent 2018 wetland buffer recommendations, addressing live-aboards and recreational camping in Port areas, and assessing the no-net-loss standard in light of these amendments. These ideas were presented in a Gap Analysis report to provide clarity to both the public and decision makers. The Watershed Company then assisted the City throughout the public review process, including virtual open houses and planning commission meetings.

### SHORELINE MASTER PROGRAM PERIODIC UPDATE, ISLAND COUNTY

The Watershed Company assisted Island County with their Shoreline Master Program (SMP) Periodic Review and Update by providing a variety of technical and planning resources. While the County took the lead role in ensuring consistency with State legislative updates, The Watershed Company team assisted with updating the shoreline environment designation maps, provided technical memos to support proposed policy and regulatory amendments, and analyzed the County's sea level rise monitoring programs to verify their overall effectiveness and ability to provide accurate long-term data relative to specific residential advisory areas. The latter was created with the goal of providing the County with sufficient data to evaluate planning strategies based on expected risks.



*Wetland in Island County*

### ON-CALL PLANNING REVIEW SERVICES, CITY OF SULTAN

The Watershed Company provided the City of Sultan with on-call planning review services, including review of development projects for compliance with the municipal code. Watershed planners have been responsible for coordinating pre-application and land use review correspondence between City staff and project applicants and

have conducted detailed plan review on multiple private and public development projects including subdivisions, site development permits, shoreline permits, and building permits.

Representative projects include drafting decisions and compiling hearing examiner exhibits for the City-sponsored Sultan River Pedestrian Bridge and Susie's Trail Shoreline Permitting efforts. Watershed acted as the City SEPA official, coordinating the determination on a commercial site development plan and identified triggers for a possible re-issuance of SEPA for the Sky Ridge 258-lot subdivision.

### ON-CALL PLANNING, CITY OF KIRKLAND

The Watershed Company has provided on-call project review in the city of Kirkland since 2004. Projects range from small, private single-family developments to large, public projects on complex sites involving wetland reestablishment and instream restoration work. Since 2020, Watershed planners have temporarily filled staffing gaps for the City by providing reviews of building permits and tree removal permits.

*"I have truly enjoyed working with your team and believe you are the only consulting firm that could have accomplished this in Pacific County. You guys are amazing."*

*Tim Crose, Pacific County*



## Dan Nickel

Project Manager I Vice President

### PROFESSIONAL EXPERIENCE

21 years

### EDUCATION

M.S., Environmental Science, 2000, Department of Civil and Environmental Engineering, University of Washington, Seattle, Washington

B.S., Biology, 1993, Pacific Lutheran University, Tacoma, Washington

### REGISTRATIONS & LICENSES

Certified Erosion and Sediment Control Lead (CESCL) Certification, 2008

### CONTINUING EDUCATION

U. S. Army Corps of Engineers Wetland Delineation Certification Training, 2001

Northwest Environmental Training Center ArcView and Environmental Applications of GIS, 2002

Washington Department of Ecology Ordinary High Water Mark Training, 2003

For over 21 years, Dan has helped public agencies develop projects and plans that balance environmental impacts and regulatory protection standards. Dan has been project manager for updates to more than 80 Shoreline Master Programs and 20 Critical Areas Ordinances, focusing on improving environmental and land use policies and regulations. His work for various cities and counties across Washington State has included extensive public and stakeholder involvement to ensure collaborative input and successful, positive outcomes.

**Critical Areas Ordinance Update, Kittitas County.** Dan was the project manager for the County's successful critical areas ordinance update in 2021. After several attempts to complete the required update, The Watershed Company was hired to provide revamped regulations consistent with best available science, stakeholder feedback, and local conditions. This effort included updated maps and regulations for Critical Aquifer Recharge Areas, updated stream regulations consistent with State guidance, and improved administrative procedures.

**Best Available Science and Critical Areas Ordinance Update, Island County.** Dan managed Island County's Fish and Wildlife Habitat Conservation Areas Ordinance, working on an aggressive 12-month schedule to meet obligations under GMA. Using a landscape-scale approach modified from the Puget Sound Watershed Characterization, The Watershed Company team completed an in-depth review of BAS and existing conditions and developed revised policies and regulations to meet the County's needs. The Watershed Company followed up this work by assisting the County with drafting regulatory provisions for agricultural uses adjacent to critical areas and providing technical assistance memo to assist staff in navigating the local adoption process.

**Shoreline Master Program Periodic Update, City of Bremerton.** Dan served as project manager for City of Bremerton's SMP periodic update, coordinating a detailed gap analysis of SMP consistency with current State laws and local plans and regulations and proposed amendments to the SMP. Dan helped lead the public involvement efforts, including an open house, joint public comment period and hearing with Ecology, and a public process to review proposed SMP amendments before the Planning Commission.

**Shoreline Master Program Update, Klickitat County.** Dan is actively leading a county-wide effort to complete both the comprehensive and periodic updates of the County's SMP. This work included completing an inventory and characterization of shoreline and watershed conditions, preparation of a shoreline restoration plan and cumulative impacts analysis, as well as a complete redraft of the SMP. As project manager, Dan coordinated with County staff, stakeholders, state and federal agencies, NGOs, and tribes, including the Yakama Nation, to assimilate and present available data and understanding of baseline conditions in a variety of public forums, including community open houses, technical and citizen committee meetings, and legislative workshops.





## Mark Daniel, AICP

Senior Planner I GIS Specialist

### PROFESSIONAL EXPERIENCE

14 years

### EDUCATION

Master of Urban Planning, 2007, University of Washington

B.A., Economics/Environmental Studies, 2005, Western Washington University

B.A., Kinesiology, 1996, University of Colorado

### CERTIFICATIONS

American Institute of Certified Planners, #025040, 2011

### CONTINUING EDUCATION

- Navigating SEPA, 2019
- Documenting NEPA Categorical Exclusions, WSDOT, 2017
- Coastal Training Program Washington: How to Administer Development Permits in Washington's Shorelines, 2009
- Planning for Climate Change, 2009
- Puget Sound Coastal Processes and Shoreline Stabilization Measures, 2008

### SPECIAL SKILLS

- GIS

Mark has worked on a broad array of long-range and current planning projects. His long-range planning experience includes shoreline master program updates, critical areas ordinance updates, comprehensive plan updates, urban design guidelines, and master plans. His current planning experience includes project permitting, SEPA/NEPA compliance, and development application review for local government jurisdictions. In performing this work, Mark has worked with a variety of public and private clients and stakeholders, actively participated in numerous public meetings, and successfully managed several projects. Attention to detail, conciseness, and flexibility are hallmarks of Mark's skills.

**Critical Areas Ordinance Update, City of Lake Forest Park.** The Watershed Company helped the City to update its critical areas regulations on a short timeline. To begin, Mark and other Watershed staff prepared a Gap Analysis Report that 1) summarized existing conditions and applicable best available science (BAS) for each of the five types of critical areas defined by the Growth Management Act (GMA), and 2) identified gaps where the City's existing critical areas regulations may not be compliant with BAS, the GMA, and/or its implementing rules. Mark then worked with City staff to draft amendments to their critical area regulations in a manner that reflected local preferences. Mark also helped guide the proposed amendments through the local adoption process, including presenting at City Council meetings.

**Critical Areas Ordinance (CAO) Update, City of Bingen.** In support of an update to the City's CAO, Mark contributed to a gap analysis of existing critical areas regulations and prepared new draft regulations based on his findings. He addressed comments at a City Council work session and a public hearing and the City adopted the CAO soon thereafter.

**Shoreline Master Program (SMP) Update, City of Bingen.** Mark provided geospatial land-use mapping and analysis, code review and writing, regulatory guidance, and public outreach in support of an update to the County's CAO and creation of its own SMP. Previously, the City regulated its shorelines according to the 1994 version of the Klickitat County SMP. The new SMP required a detailed shoreline inventory, characterization, and analysis, with many located on industrial lands situated adjacent to the Columbia River. In addition to these responsibilities, Mark developed dedicated webpage for the SMP that enabled the public and stakeholders to access pertinent information and project documents. The SMP is scheduled for local adoption, with subsequent review and approval by the Washington State Department of Ecology.

**Periodic Shoreline Master Program (SMP) Updates, Washington Cities and Counties, Including City of Burien, City of Kent, City of Lake Stevens, Whatcom County, et al.** Mark has helped several jurisdictions with the periodic update of their SMPs. He has provided assistance tailored to the specific needs of the local jurisdiction. For most jurisdictions, this has included making targeted SMP amendments to address issues that have become apparent after several years of SMP implementation.





## Clower McIngalls, PWS

Environmental Planner

### PROFESSIONAL EXPERIENCE

14 years

### EDUCATION

Master of Marine Affairs, 2013, University of Washington, Seattle, Washington

B.S., Environmental Science, 2006, Western Washington University, Bellingham, Washington

### CERTIFICATIONS

Professional Wetland Scientist (PWS), Society of Wetland Scientists Certification, 2015, PWS# 2630

Pierce County Preferred Wetlands Specialist

### CONTINUING EDUCATION

Wetland Rating, Mitigation Design, Mitigation and Monitoring Plan Review, and OHWM Identification (WA Ecology)

2014 Revised Wetland Rating System, 2014 (WA Ecology)

Tree and Shrub Identification for Western WA Puget Lowland Habitats, 2015 (WA Ecology)

FEMA/National Marine Fisheries Service (NMFS) Environmental Species Act, 2015(ESA) Workshop (FEMA Region X Service Center)

Clower is an environmental planner with over fourteen years of experience helping public agencies and jurisdictions meet Washington's environmental regulatory requirements and mitigate for project impacts. Utilizing her background in wetland science, Clower is able to efficiently help clients comply with local, state and federal permitting needs from agencies such as the Washington Department of Fish and Wildlife (WDFW), Department of Ecology (Ecology), and the United States Army Corps of Engineers (USACE). In addition, Clower helps public jurisdictions develop Critical Area Ordinance (CAO) and Shoreline Master Program (SMP) updates.

**Critical Areas Ordinance Update, Kittitas County.** Clower provided planning assistance and wetland expertise in the effort to update Kittitas County's critical areas regulations. This effort was uniquely challenging due to the age of the County's regulations and the complex relationship between the county government, the constituents, and state and tribal agencies which had stalled previous update efforts. The Watershed team used best available science to create regionally specific riparian management zone requirements and incorporated constituent and agency feedback on critical area review requirements and processes. Clower's work included assisting County planning staff with planning commission meetings and hearings, ultimately leading to a recommendation for approval and final adoption of the updated regulations.

**Shoreline Master Program Update, Adams County.** Clower, as project manager, led Watershed's support of the County's comprehensive SMP update. In addition to being the primary contact to the City, stakeholders, and involved regulatory bodies, Clower provided geospatial land-use analysis, code review and writing, environmental planning, and public involvement. The project included preparation of a baseline shoreline characterization and analysis report, restoration plan and tailored SMP policies and regulations developed with input from local planning staff, property owners and other interested parties. Clower facilitated a community-visioning meeting, public open houses and multiple meetings with County planning commissioners. Her work included close coordination and communication with Ecology on the approval process and prepared responses to comments received during the public comment period.

**Fish and Wildlife Habitat Conservation Area Update, Island County.** Clower conducted a review of best available science (BAS) related to the County's Fish and Wildlife Habitat Conservation Areas, with particular attention to western toads, prairies, oak woodlands, and herbaceous balds. The review explored effects of land use at multiple spatial scales and required coordination with County and regulatory officials. The scientific foundation was used to develop an audit of the existing policies and regulations and recommend clear, innovative policies and regulations backed by scientific rationale.





# Leila Willoughby-Oakes, MPA

Associate Planner

## PROFESSIONAL EXPERIENCE

12 years

## EDUCATION

Master of Public Administration, 2013  
University of Victoria

Bachelor of Environmental Studies, School of Planning, 2011, University of Waterloo

Theory of Practices & Planning in the U.K., Oxford-Brookes University

## TRAINING

Determining the OHWM, Dept. of Ecology, 2016

Easements and CC&Rs The Seminar Group, 2015

## AWARDS

National Thought Leadership Award, Institute of Public Administration Canada

G. Neil Perry Award in Public Administration

Ken Dobell Public Service Education Fund Scholarship

## WORK EXPERIENCE

- City of Federal Way
- Snohomish County, Permitting
- Town of Qualicum Beach, B.C.
- City of Hamilton, Ontario
- Province of Newfoundland & Labrador
- City of Kitchener, Ontario

Leila has worked for over a decade as a city planner in development and long-range planning for counties, cities, and a small coastal town on Vancouver Island. She is experienced and effective when working on teams with developers, property owners, engineers, state agencies, elected officials and the public. Before joining Watershed, she worked for five years as a planner with the City of Federal Way on development review, code updates, and Sound Transit design-build projects.

**On-call Planning Review, City of Kirkland.** Leila is an on-call reviewer with the City of Kirkland. She reviews and manages a team of Watershed Planners addressing surplus building permits, accessory dwelling units, and tree protection inspections from intake to issuance. Leila is conscious of the varied policy direction, interdepartmental collaboration between departments and providing excellent customer service to both the knowledgeable developer and first-time applicants. Since 2021, the Watershed team has reviewed over 90 permits.

**SMP Periodic Update, City of Bremerton.** As part of the City’s 2021 SMP Periodic update, Leila prepared a GAP Analysis Report to identify mandatory and recommended updates based upon state legislative amendments, advancements in best available science, comprehensive plan and zoning updates, and issues identified by Watershed and City staff. Particularly, this update addressed the city’s desire to streamline recommendations and ensure smooth SMP integration with a new subarea plan.

**SMP Periodic Update, City of Selah.** Leila provided land-use analysis, code review and writing, regulatory guidance, and project management in support of an update and synthesis to the Regional County SMP and creation of Selah’s own SMP. Previously, the City regulated its shorelines according to the 2007 version (effective 2010) of the Yakima County SMP. Leila will continue with her work throughout 2020. Scheduling updates for local adoption, with subsequent review and approval by the Washington State Department of Ecology in early 2021.

**SMP Periodic Update, City of Lacey.** As part of the City’s SMP Periodic update, Leila prepared a Gap analysis document to identify necessary updates based upon state legislative amendments, advancements in best available science, comprehensive plan and zoning updates, and city staff identified issues. This Gap Analysis provided the public a justification for prescribed and optional code amendments. As part of the Watershed team Leila drafted code amendments for city consideration.

**Waterfront Community Planning Consultation, Town of Qualicum Beach.** Leila consulted business and landowners on sea-level-rise, shoreline erosion, public infrastructure damage, and existing development regulations regarding the Qualicum Beach waterfront. Leila achieved a 20% survey participation rate, 80 open house attendees, three focus groups, and interviewed staff. The Institute of Public Administration Canada recognized Leila nationally by for her work. She received a Annual Conference Thought Leadership Award for her efforts.





## Alex Capron

Environmental Planner | GIS Analyst

### PROFESSIONAL EXPERIENCE

12 years

### EDUCATION

Geographic Information System (GIS) Certification, 2011, University of Washington

Bachelor of Arts, Environmental Planning and Policy, 2008, Western Washington University

### SPECIAL SKILLS

- ArcGIS 10.x
- Python Programming Language 2.x
- Trimble Pathfinder Office
- ArcPad
- Garmin GPS

Alex is an environmental/land use planner and geospatial specialist who helps clients understand and meet regulatory requirements. He has provided GIS mapping and analysis to municipal, county, and federal facility planning projects as well as environmental and shoreline code development, asset management, and urban design work for local government. His attendance presenting at numerous in-person and virtual Planning Commission and Council meetings allow for an adept approach answering live questions and addressing concerns brought up by the public and elected officials in this forum. His regulatory knowledge, relationships with agencies and attention to detail ensure compliance with local, state, and federal environmental requirements, for both code development and public/private development permitting.

**SMP Periodic Update, City of Spokane Valley.** Alex worked closely with City staff to establish bookends on what is and isn't intended to update as part of this update. A comprehensive public participation plan, outreach to stakeholders, GAP Analysis, SMP and Critical Areas Appendix prepared by Alex outlined the project scope to prevent having to address issues outside project scope limits.

**SMP Periodic Update, City of Enumclaw.** As part of the City's SMP Periodic update, Alex prepared a GAP Analysis to identify necessary updates based upon state legislative amendments, advancements in best available science, comprehensive plan and zoning updates, and staff and Watershed identified issues. This Gap Analysis provided the public a justification to the prescribed code amendments for the City's SMP and assisted addressing concerns brought up as part of the Ecology and City joint public hearing. Following conclusion of the joint public comment period, Alex thoughtfully responded to numerous public comments from WDFW and the Muckleshoot Tribe. In navigating the SMP towards adoption by City Council, Alex handled multiple in-person meetings with Planning Commission and gained their formal recommendation towards Council.

**SMP Periodic Update, Klickitat County.** Alex, as a planner, took the proposed SMP Update and Shoreline Analysis reports to help define the Cumulative Impacts Analysis report for the County. This report addresses a variety of shoreline uses and outlines the anticipated future impacts to shoreline jurisdiction, ensuring the recently-adopted SMP will achieve a no net loss of shoreline ecological functions.

**SMP Periodic Update, Federal Way.** Alex, as project manager, successfully led the effort to update the Federal Way SMP. He coordinated the project kick-off to meet with City staff to review the adoption strategy and developed a public participation plan to provide opportunities for public involvement in the SMP periodic review. Alex effectively prepared the SMP Gap Analysis, reviewed the City's Critical Area Regulations, evaluated consistency of the City's current SMP, drafted shoreline vegetation standards for City and public consideration, and lastly, reviewed shoreline permits issued since 2011.



# BUDGET

City of White Salmon CAO Update							
		Dan Nickel, MSc	Mark Daniel, AICP	Alex Capron	Clover McIngalls, PWS	Total Hours	Total Cost
		\$210	\$170	\$130	\$150		
<b>Task 1: Identify areas for improvement in CAO</b>							
1.1	Project kick off and coordination	2	2	2	2	8	\$1,320
1.2	Review existing documentattion and proposed changes	1		4	6	11	\$1,630
1.3	Prepare brief memo noting additional changes, if any	1		2	12	15	\$2,270
Subtotal							\$5,220
<b>Task 2: Coordinate with agencies</b>							
2.1	Prepare agency review draft	1		8		9	\$1,250
2.2	Coordinate with agencies	2			4	6	\$1,020
Subtotal							\$2,270
<b>Task 3: Prepare public review draft and SEPA</b>							
3.1	Prepare a public review draft of the CAO	2	4	12	4	22	\$3,260
3.2	Prepare a SEPA checklist		1	4		5	\$690
Subtotal							\$3,950.00
<b>Task 4: Public review process</b>							
4.1	Attend public meetings (3 virtual meetings)		4		8	4	\$1,880
4.2	Respond to public comments	1	2	4	12	8	\$2,870
4.3	Prepare a local adoption draft of the CAO	1	2	8	2	12	\$1,890
Subtotal							\$6,640
Total							\$18,080



# BUDGET

City of White Salmon SMP Update						
		Dan Nickel, MSc	Mark Daniel, AICP	Alex Capron	Total Hours	Total Cost
		\$210	\$170	\$130		
<b>Task 3: Project Coordination and Public Outreach</b>						
3.1	Kick-off call with City and coordination	3	1	3	7	\$1,190
3.2	Develop Public Participation Plan	1	1	3	5	\$770
3.3	Coordinate with stakeholders	1	1	4	6	\$900
					Subtotal	\$2,860
<b>Task 4: SMP Update</b>						
4.1a	Review SMA legislative amendments			3	3	\$390
4.1b	Review for consistency with CAOs, comp plan, devo regs			3	3	\$390
4.1c	Prepare final recommendations	1	2	10	13	\$1,859
4.2	Prepare initial draft of the SMP	1	1	12	14	\$1,940
					Subtotal	\$4,570
<b>Task 5: Local Adoption Process</b>						
5.1	Prepare SEPA documentation		1	4	5	\$690
5.2	Prep for and attend virtual public meetings (3)			8	8	\$1,040
5.3	Public comment period			2	2	\$260
5.4	Respond to public comments	1		4	5	\$730
5.5	Prepare Initial SMP Review Package for DOE			4	4	\$520
					Subtotal	\$3,760
					<b>Total</b>	<b>\$11,190</b>

## City of White Salmon On-Call Land Use Planning

Staff											
	Dan Nickel, MSc	Kenny Booth, AICP Sr. Planner	Mark Daniel, AICP Sr. Planner	Clover McInghalls, PWS, MMA Environmental Planner	Alex Capron Environmental Planner	Leila Willoughby-Oakesby Associate Planner	Heather Rogers, LG Planner	Kim Frappier Environmental Planner	Devin Melville Environmental Planner	Dawn Spilsbury	Bri Hines Environmental Planner
Billing Rates	\$210	\$210	\$170	\$150	\$130	\$145	\$150	\$155	\$113	\$130	\$115

# SCHEDULE

■ = Task Work  
X = Meeting

Task/Deliverable	2022					
	July	Aug	Sept	Oct	Nov	Dec
<b>CAO Update</b>						
<b>Task 1. Identify areas for improvement in CAO</b>						
1.1 Project kick off and coordination	X					
1.2 Review existing documentattion and proposed changes						
1.3 Prepare brief memo noting additional changes, if any						
<b>Task 2. Coordinate with agencies</b>						
2.1 Coordinate with agencies						
2.2 Prepare agency review draft						
<b>Task 3. Prepare public review draft and SEPA</b>						
3.1 Prepare a public review draft of the CAO						
3.2 Prepare a SEPA checklist						
<b>Task 4. Public Review Process</b>						
4.1 Attend public meetings (3 virtual meetings)				X	X	X
4.2 Respond to public comments						
4.3 Prepare a local adoption draft of the CAO						
<b>SMP Update</b>						
<b>Task 3. Project Coordination and Public Outreach</b>						
3.1 Kick-off call with City and coordination	X					
3.2 Develop Public Participation Plan						
3.3 Coordinate with stakeholders						
<b>Task 4. SMP Update</b>						
4.1.a Review SMA legislative amendments						
4.1.b Review for consistency with CAOs, comp plan, devo regs						
4.1.c Prepare final recommendations		X				
4.2 Prepare initial draft of the SMP						
<b>Task 5. Local Adoption Process</b>						
5.1 Prepare SEPA documentation						
5.2 Prep for and attend virtual public meetings (3)				X	X	X
5.3 Public comment period						
5.4 Respond to public comments						
5.5 Prepare Initial SMP Review Package for DOE						
5.6 Respond to DOE comment, prepare adoption draft						

Our planning staff will be available throughout the contract period to assist the City's Development Team, as needed.

**File Attachments for Item:**

B. Committee Appointments - Patty Fink



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## CONSENT AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: June 15, 2022  
Agenda Item: Committee Appointments – Patty Fink  
Presented By: Marla Keethler, Mayor

### **Action Required**

None

### **Proposed Motion**

None

### **Explanation of Issue**

I am appointing Patty Fink to the following committees:

Tree Board  
City Operations Committee

**File Attachments for Item:**

A. Parks Plan - Cameron McCarthy

1. Presentation

2. Discussion



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## AGENDA MEMO

Needs Legal Review: No  
Meeting Date: June 15, 2022  
Agenda Item: Park Planning Presentation  
Presented By: Cameron McCarthy and Jan Brending, Clerk Treasurer

### **Action Required**

Consensus on proposed goals.

### **Proposed Motion**

None.

### **Explanation of Issue**

The City hired Cameron McCarthy to develop a city Parks Plan. Cameron McCarthy will make a presentation at the June 15 city council meeting reviewing work to date including results of the survey and preliminary results from the open house that took place on June 4. In addition, Cameron McCarthy will present draft goals for discussion and consensus to include in the draft plan.

## City of White Salmon Parks System Plan

**To:** Jan Brending, City Treasurer, City of White Salmon  
**From:** Colin McArthur, Liz Auvil (Cameron McCarthy)  
**Date:** June 10, 2022  
**Subject:** **Goals and Actions Memo DRAFT**

The following goals, actions, and recommendations are based on findings from the needs assessment, community input from the public engagement process, and relevant planning documents.

### GOALS & ACTIONS

1. Accessible Experiences  
*Provide accessible park facilities for all residents.*
  - 1.1. Improve accessibility and circulation within parks (including sidewalks and paths).
  - 1.2. Improve play accessibility (including accessible play surfaces and equipment).
  - 1.3. Connect and expand the pedestrian network in the park system (including trails and paths).
  - 1.4. Provide accessible community gathering spaces (e.g., spaces for events and social gatherings).
  - 1.5. Provide facilities that support youth recreational activities.
  - 1.6. Provide water access points (e.g., river or stream access that does not damage the environment).
2. Communication & Partnerships  
*Enhance communication and service to all residents.*
  - 2.1. Increase communication about park and recreation opportunities for residents (including park locations, facilities, and allowed or suggested recreational activities)
  - 2.2. Expand bilingual communication (English and Spanish) for park and recreation information (including through City social media accounts, Voyent alerts, publications (pdf documents), and park signage).
  - 2.3. Develop partnerships with organizations and private entities that support park and recreation opportunities, natural resource protection, conservation, and sustainability.
3. Maintenance and Facility Upgrades  
*Provide a safe, accessible, and welcoming user experience through regular maintenance and facility upgrades.*
  - 3.1. Upgrade or replace facilities and equipment in poor condition.
  - 3.2. Provide additional facilities to support park cleanliness and safety (including trash receptacles, pet waste receptacles, and recycling collection).

4. Funding

*Identify and implement new funding mechanisms to support current park operations and the development of future park and recreation facilities.*

4.1. Pursue federal, state, and local grant awards to fund park acquisition and development.

4.2. Consider assessing park impact fees to support park and recreation facility development in response to new growth.

5. Conservation and Restoration

*Promote environmental stewardship to preserve undeveloped natural resource and open space areas and restore ecological functions within existing parks and recreation facilities.*

5.1. Pursue opportunities to restore wildlife habitat, remove invasive species, improve water quality, and address erosion.

5.2. Communicate environmental stewardship and ecological function values through educational signage, programs, and events.

6. Inclusion

*Regularly evaluate and support the ongoing park and recreation needs of all residents.*

6.1. Assess the City's interest and commitment level in collaborating with local leaders and community organizations in ongoing park and recreation planning and improvement projects.

6.2. Deepen relationships with community leaders and determine their interest level in being consulted about park development opportunities.

6.3. Ask community members and leaders which communication and outreach methods work best for their community prior to future park development or public engagement processes.

6.4. Conduct additional outreach with under-represented park and recreation users prior to undergoing future park improvement projects. These users include the Hispanic/Latinx community, low-income residents, seniors, youth, and people with disabilities.

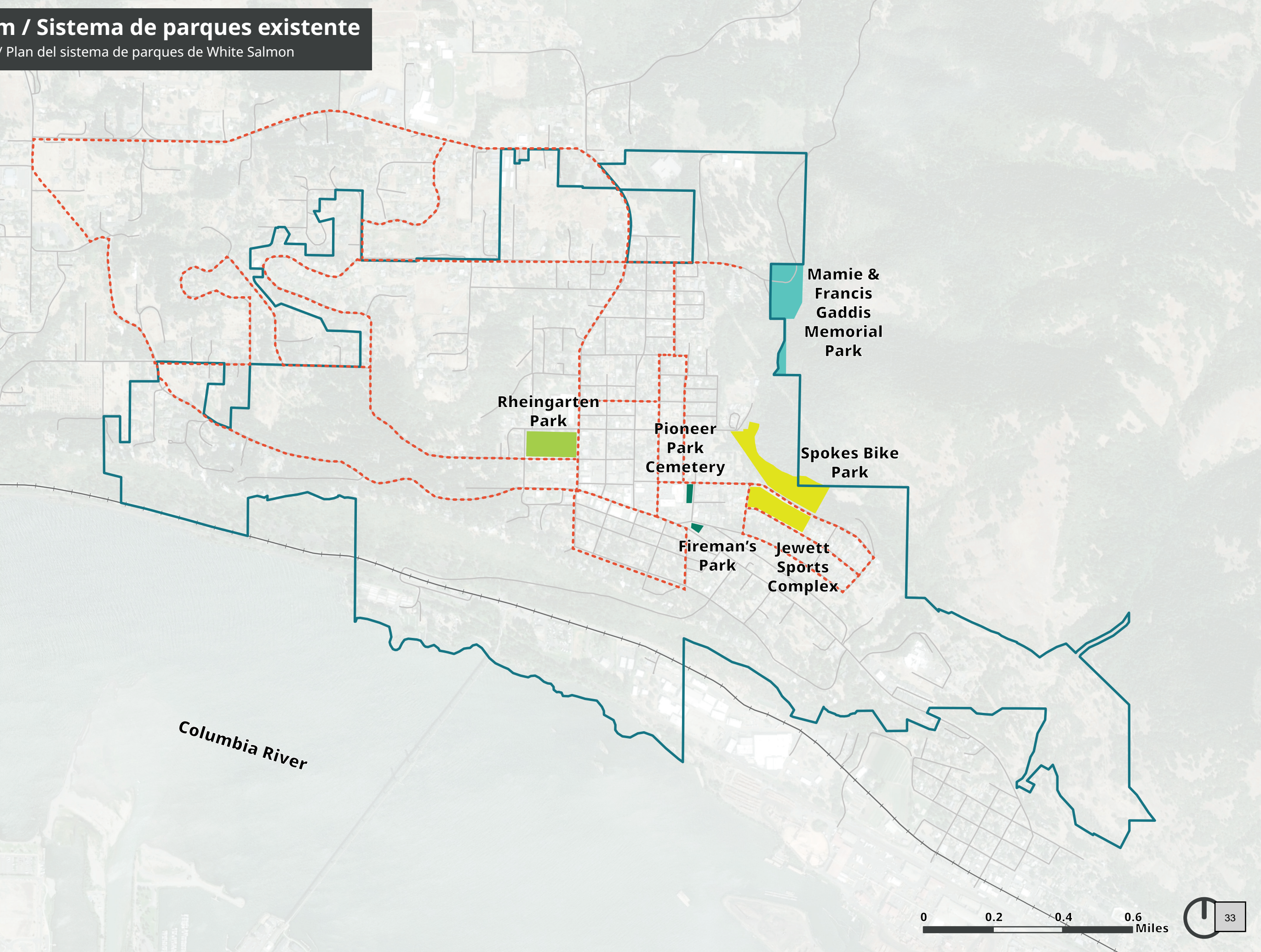


# Existing Park System / Sistema de parques existente

White Salmon Parks System Plan / Plan del sistema de parques de White Salmon

**LEGEND**

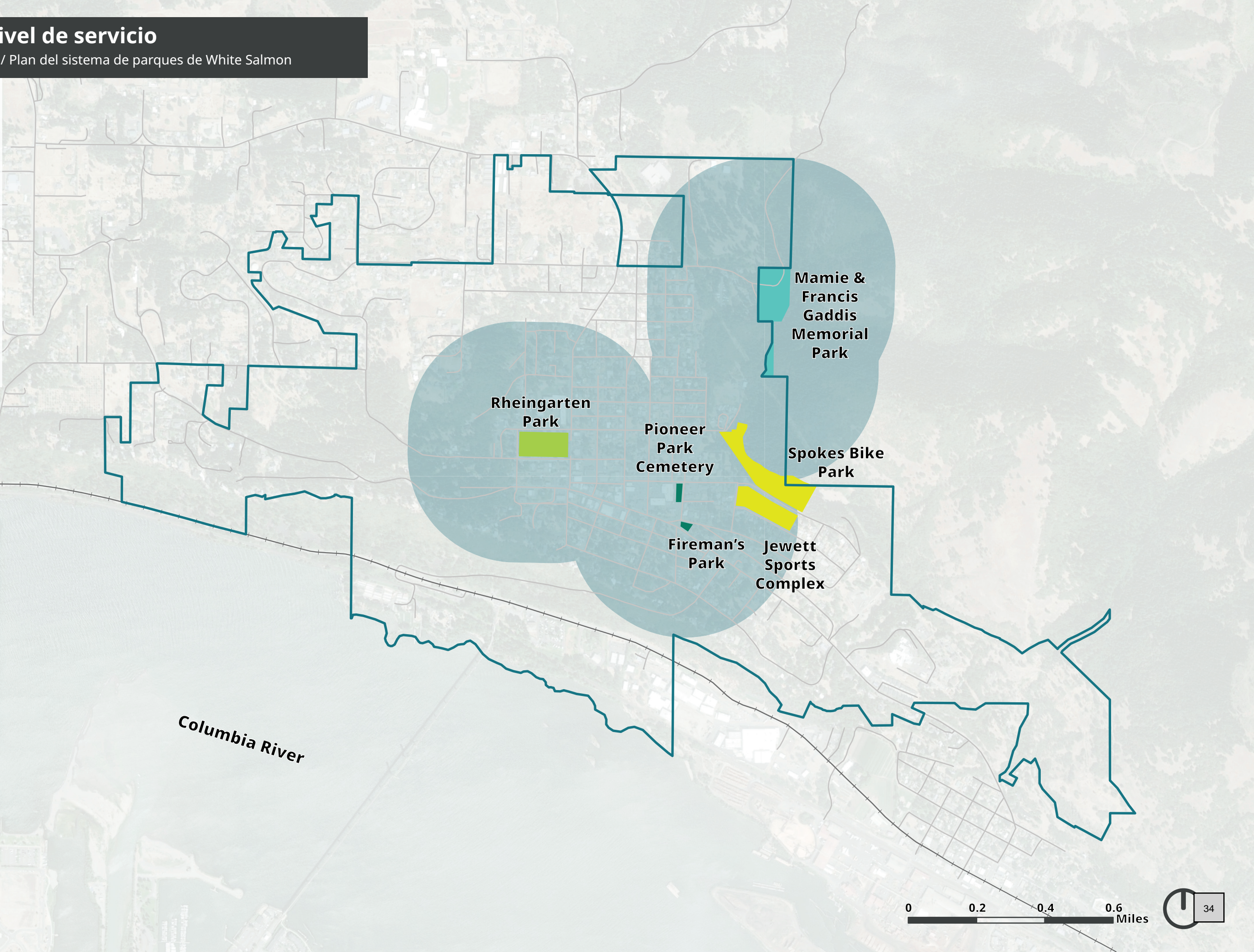
- City Limits / Límites de la ciudad
- Mini Park / Miniparque
- Natural Area Park / Parque natural
- Community Park / Parque comunitario
- Special Use Park / Parque de uso especial
- Railroad / Línea de ferrocarril
- Trail Improvements / Mejoramiento de senderos



# Level of Service / Nivel de servicio

White Salmon Parks System Plan / Plan del sistema de parques de White Salmon

- LEGEND**
- City Limits / Límites de la ciudad
  - Mini Park / Miniparque
  - Natural Area Park / Parque natural
  - Community Park / Parque comunitario
  - Special Use Park / Parque de uso especial
  - 1/4 Mile Walkability / Caminabilidad 1/4 de milla
  - Railroad / Línea de ferrocarril



**File Attachments for Item:**

B. Proposed Rezones

1. Presentation
2. Public Hearing
3. Discussion and Action



## CONSENT AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: June 15, 2022  
Agenda Item: Proposed Rezone  
Presented By: Jan Brending, Clerk-Treasurer

### Action Required

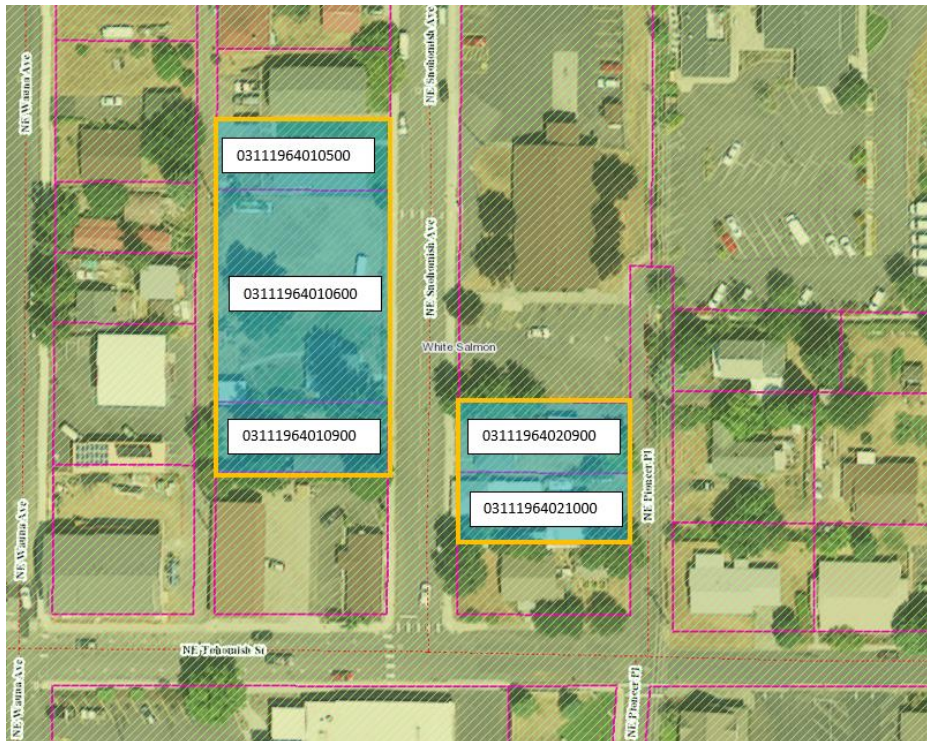
Adoption of the proposed change in zoning.

### Proposed Motion

Motion to approve of the proposed change in zoning for Klickitat County Parcels No: 03111964010500, 03111964010600, 03111964010900, 03113084000200, and recommends denial to 03111964021000 and 03111964020900 from the General Commercial District (C) to the Residential Multi-family District 3 (R-3).

### Explanation of Issue

The City of White Salmon proposes a change of zoning for a handful of parcels along Snohomish Ave. and one parcel east of Rhine Village from General Commercial (C) to Multifamily Residential District - 3 (R3). The lots in question are shown below.



*Fig 1: Klickitat County Parcel No:  
03111964021000,  
03111964020900,  
03111964010900,  
03111964010600,  
and 03111964010500*



Fig 2: Klickitat County  
Parcel No:  
03113084000200

The City of White Salmon adopted the [2040 Comprehensive Plan](#) on August 18, 2021. Prior to the adoption of the revised plan, the Planning Commission and City Council discussed rezoning the lots in question to bring them into alignment with the goals and policies of the Comprehensive Plan. Following the adoption of the Comprehensive Plan last year, staff has brought forward these parcels for consideration of rezone. Please note, the memorandum that was sent out for review, while correctly listing the parcel numbers, incorrectly identified the southernmost eastern lot on Tohomish and Snohomish as being included in the rezone. This is not the case as staff recommends keeping that commercial zoning as an anchor on the corner of Tohomish and Snohomish on both sides of the street. The lone parcel near Rhine Village appears to have been missed in previous rezone discussions and is not a suitable location for commercial uses.

The Planning Commission Recorded Meeting: <https://vimeo.com/714164323>

### **Statutes of Bearing**

Chapter 17.88 Amendments and Rezoning

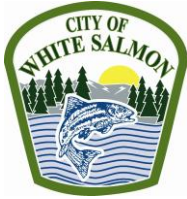
A site rezone is a quasi-judicial process and shall be processed according to the procedures established for Type III land use decisions set forth in Chapter 19.10.040 Land Use Administrative Procedures.

### **Findings**

17.88.040 - Criteria for approval.

For a site rezone request to be approved, the council must find that:

- A. The proposal is consistent with the White Salmon comprehensive land use plan goals, policies, and map;



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**Finding: Complies.** *The proposal is the result of discussion pertaining to the White Salmon Comprehensive Plan, policies, and map, initiated at the request of the Planning Commission and City Council.*

- B. The proposal is consistent with the purposes of the zoning ordinance;

**Finding: Complies.** *The proposal is consistent with the purposes of the zoning ordinance.*

- C. The proposal is consistent with the purpose of the proposed zone district;

**Finding: Complies.** *The proposal is consistent with the purpose of the R3 zoning district. The parcels slated to be rezoned are all currently in residential use or vacant land and not being used commercially.*

- D. The subject property is suitable for the uses allowed under the proposed zone district;

**Finding: Complies.** *The proposal is consistent with the purpose of the R3 zoning district. The parcels slated to be rezoned are all currently in residential use or vacant land and not being used commercially.*

- E. The proposed zone change and associated uses are compatible with neighboring land uses; and

**Finding: Complies.** *The proposal is consistent with the purpose of the R3 zoning district. The parcels slated to be rezoned are all currently in residential use or vacant land and not being used commercially. Further, adjacent properties suitable for commercial purposes have been retained as anchors to the commercial street frontage.*

- F. The proposal will not be detrimental to the public interest, health, safety or welfare of the city.

**Finding: Complies.** *The proposal will not be detrimental to the public interest, health, safety or welfare of the city.*

#### **Recommendation of Staff/Committee**

The Planning Commission recommends the City Council approve the proposed change in zoning for Klickitat County Parcels No: 03111964010500, 03111964010600, 03111964010900, 03113084000200, and recommends denial to 03111964021000 and 03111964020900 from the current designation of General Commercial District (C) to the Residential Multi-family District 3 (R-3).

**File Attachments for Item:**

C. Ordinance 2022-06-1106 Amending WSMC 10.24.015 Stop Intersections (Specifically 4-way Stop at Oak and Dock Grade Road)

1. Presentation
2. Public Hearing
3. Discussion and Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: June 15, 2022  
Agenda Item: Ordinance 2022-06-1106, Amending WSMC 10.24.015 – Stop Intersections Designated  
Presented By: Jan Brending, Clerk Treasurer

### **Action Required**

Adoption of Ordinance 2022-06-1106, Amending WSMC 10.24.015 – Stop Intersections Designated.

### **Proposed Motion**

Move to adopt Ordinance 2022-06-1106, Amending WSMC 10.24.015 – Stop Intersections Designated – Sign Erection Authorized

### **Explanation of Issue**

The City Operations Committee met in May to consider recommending to the city council creating a 4-way stop at the intersection of Dock Grade Road and Oak. We have received concerns about this intersection and its safety for vehicles that are crossing Dock Grade Road at Oak or turning from Oak onto Dock Grade Road. Being able to see vehicles coming up the hill on Dock Grade Road is difficult. In addition, vehicles traveling up the road have difficulty seeing pedestrians crossing Dock Grade Road at Oak Street. Attached is an ordinance that would make the intersection 4-way. It should be noted that there are three stop signs in place at this time. However, a review of the code indicated that none of them were included in the code. A public hearing is scheduled for this proposed change. Chief Mike Hepner is supportive of the change. Staff has begun reviewing the city's code and all existing stop signs within the city limits of White Salmon to ensure that the code matches what is in place. Staff may bring future amendments to the city council for adoption.

### **Staff/Committee Recommendation**

The City Operations Committee is recommending the city council adopt Ordinance 2022-06-1106 Amending WSMC 10.24.015 Stop Intersections Designated creating a 4-way stop at the intersection of Dock Grade Road and Oak.



**CITY OF WHITE SALMON  
ORDINANCE 2022-06-1106**

**AN ORDINANCE AMENDING WSMC 10.24.015 – STOP INTERSECTIONS  
DESIGNATED – SIGN ERECTION AUTHORIZED**

**WHEREAS**, the city council has adopted White Salmon Municipal Code 10.24 Stopping, Standing and Parking; and

**WHEREAS**, the city council has determined that an amendment to White Salmon Municipal Code 10.24.015 Stop Intersections Designated – Sign Erection Authorized is necessary; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE  
SALMON DO ORDAIN AS FOLLOWS:**

**SECTION 1.** White Salmon Municipal Code 10.24.015 – Stop Intersections Designated – Sign Erection Authorized , is hereby amended as follows:

Key: Deleted = ~~**bold and strikethrough**~~

Added = **bold and underlined**

10.24.015 - Stop intersections designated—Sign erection authorized.

A. The following intersections are declared to be stop sign positions; the public works director, through its proper officers and agents, shall maintain stop signs at the following intersections:

SE corner and the NW corner at the intersection of NE Center Street and Orchard Street to stop traffic Northbound and Southbound on Orchard Street.

SE corner of intersection of Orchard Street and NE Tohomish Street to stop traffic northbound on Orchard Street.

SE corner of NE Snohomish Street and NE Academy Street within city to stop traffic northbound on NE Snohomish Street at its intersection with NE Academy Street.

NE Corner of Waubish and SW Jewett Blvd.

NE Corner of Garfield and SW Jewett Blvd.

NE Corner of intersection Main Avenue and E. Jewett Blvd.

SW corner of intersection 1st Street and W. Jewett Blvd.  
SE Corner of intersection Estes Avenue and Jewett Blvd.  
SE Corner of intersection Wauna Street and Jewett Blvd.  
SE Corner of intersection Grandview and Jewett Blvd.  
NE Corner of NW Vine and NE Grandview.  
NE Corner of NE Vine and E Jewett Blvd.  
SE Corner of NE Skyline Drive and E Jewett Blvd.  
NW corner of NW Rhine Village and NW Skyline Drive.  
NE Corner of SE 2nd Street and E. Jewett Blvd.  
NE Corner of SE 3rd Street and E. Jewett Blvd.  
NE Corner of SE 4th Street and E. Jewett Blvd.  
NE Corner of SE 5th Street and E. Jewett Blvd.  
NE Corner of SE 6th Street and E. Jewett Blvd.  
NE Corner of SE 7th Street and E. Jewett Blvd.  
SE Corner of SW Ingram Place and SE Jewett Blvd.  
NW Corner of intersection of Lincoln Street & Main Ave.  
NW corner of intersection of Lincoln Street & Garfield.  
SW corner of intersection of SW Lincoln Street & Garfield.  
NE corner of intersection of NE Lincoln Street and Main Avenue.  
NE corner of intersection of NE Lincoln Street and Estes Avenue.  
NW corner of intersection of NW Washington and NW Michigan Avenue.  
NW corner of intersection of NW Washington and NW Main Avenue.  
NW corner of intersection of NE Washington and NE Main Avenue.  
NE corner of intersection of NE Washington and NE Church Street.  
NE corner of intersection of NE Washington and NE Estes Avenue.  
NE corner of intersection of NE Washington and NE Wauna Avenue.  
NE corner of intersection of NE Washington and NE Snohomish Street.

NE corner of intersection of NE Washington and NE Skagit.  
NE corner of intersection of NE Scenic & NE Main Avenue.  
NE corner of intersection of NE Scenic & SE Church Street.  
NE corner of intersection of NE Scenic and SE Estes Avenue.  
NE corner of intersection of NE Scenic and SE Wauna Avenue.  
NE corner of intersection of NE Scenic and SE Snohomish Street (Alley South).  
NE corner of intersection of NE Scenic and NE Skagit Street.  
NE corner of intersection of NE Hood and NE Main Avenue.  
NE corner of intersection of NE Hood and SE Estes Avenue.  
NE corner of intersection of NE Hood and SE Church Street.  
NE corner of intersection of NE Hood and SE Wauna Avenue.  
NE corner of intersection of NE Hood and SE Snohomish Street.  
NE corner of intersection of NE Hood and SE Skagit.  
NE corner of intersection of NE Columbia and NE Main Avenue.  
NE corner of intersection of NE Columbia and SE Church Street.  
NE corner of intersection of NE Columbia and SE Estes Avenue.  
NE corner of intersection of NE Columbia and SE Wauna Avenue.  
NE corner of intersection of NE Columbia and SE Snohomish Street.  
NE corner of intersection of NE Columbia and SE Skagit.  
NW corner of intersection of NW Academy and SE Achor.  
NE corner of intersection of NE Academy and SE Wauna Avenue.  
NE corner of intersection of SE Academy and Snohomish Street.  
NE corner of intersection of NE Academy and Snohomish Street.  
NE corner of intersection of SW Academy and Shohomish Street.  
NE corner of intersection of NW Academy and Snohomish Street.  
NE corner of intersection of NE Green and NE Main Avenue.  
NE corner of road NE of Estes and NE of Green (at Y).

NE Corner of intersection of NE Green and SE Estes.

NE corner of intersection of NE Green and SE Academy.

NE corner of intersection of NE Wisconsin and NE Main Avenue.

NE corner of intersection of NE Wisconsin and SE Estes Avenue.

NE corner of intersection of NE Wisconsin and SE Fields.

NW corner of intersection of NW Cherry and SW Main Avenue.

NW corner of intersection of NW Cherry and SW Patton.

NW corner of intersection of NW Cherry and SW Iva.

NE corner of intersection of NE Cherry and SE Fields.

SE corner of intersection of SE Cherry Place and SE Spring.

SE corner of intersection of SE Cherry Place and SE Stauch.

NW corner of intersection of NW Spring and Iva.

NW corner of intersection of NW Spring Street and SE Strawberry Mtn.

NW corner of intersection of NW Spring Street and NW Cherry.

NE corner of intersection of NE Spring and NW Main Avenue.

SW corner of intersection of NE Spring and NW Main Avenue.

NW corner of intersection of NE Spring and NW Main Avenue.

SE corner of intersection of NE Spring and NW Main Avenue.

NE corner of intersection of NE Spring and SW Estes Avenue.

NE corner of intersection of NE Spring and SW Wauna Avenue.

NE corner of intersection of NE Tohomish and SW Main Avenue (Alley).

NE corner of intersection of NE Tohomish and SW Church Street.

NE corner of intersection of NE Tohomish and SW Estes Avenue.

NE corner of intersection of NE Tohomish and SW Wauna Avenue.

NE corner of intersection of NE Tohomish and SW Snohomish Street.

NE corner of intersection of NE Tohomish and S Pioneer Place.

NE corner of intersection of NE Tohomish and NE O'Keefe.

SW Corner of intersection of SW Center and Okeefe.  
SW corner of intersection of SW Grandview and Okeefe.  
NE corner of intersection of NE Tohomish and Orchard.  
NE corner of intersection of NE Center and Orchard.  
NE corner of intersection of NE Grandview and Orchard.  
SE corner of intersection of SE Riverwatch and Overlanders.  
SE corner of intersection of SE Riverwatch and E Jewett Blvd.  
NW corner of intersection of NW Garfield and NW Jewett Blvd.  
SW corner of intersection of SW Garfield and SW Jewett Blvd.  
NW corner of intersection of NW Garfield and SE Jewett Blvd.  
NW corner of intersection of NW Center and NE Park.  
SE corner of intersection of SE Oak and SE Jewett Blvd.  
SE corner of intersection of 1st and Wyers.  
NE corner of intersection of 2nd and Wyers.  
SE corner of intersection of 2nd and Wyers.  
NW corner of intersection of 2nd and Wyers.  
SW corner of intersection of 2nd and Wyers.  
SE corner of intersection of 3rd and Wyers.  
NE corner of intersection of 3rd and Wyers.  
SE corner of intersection of 4th and Wyers.  
NE corner of intersection of 4th and Wyers.  
SW corner of intersection of 4th and Wyers.  
NW corner of intersection of 4th and Wyers.  
SE corner of intersection of 5th and Wyers.  
NE corner of intersection of 5th and Wyers.  
NE corner of intersection of 6th Place and Jewett Blvd.  
NE corner of intersection of NE Oak Place and Jewett Blvd.

NE corner of intersection of SE Oak Street and 5th Street.

NW corner of intersection of 4<sup>th</sup> and NE Oak Street.

NE corner of intersection of 4<sup>th</sup> and NE Oak Street.

SW corner of intersection of 4<sup>th</sup> and NE Oak Street.

SE Corner of Intersection of 4<sup>th</sup> and NE Oak Place.

**SE Corner of Intersection of SE Dock Grade Road and SE Oak Street.**

**NW Corner of Intersection of 6<sup>th</sup> Avenue and SE Oak Street.**

**SW Corner of Intersection of 6<sup>th</sup> Avenue and SE Oak Street.**

**NE Corner of Intersection of 6<sup>th</sup> Avenue and SE Oak Street.**

- B. Any person failing to fully stop a vehicle at any marked intersection shall be deemed to have committed a traffic infraction and shall be penalized in an amount not less than twenty-five nor more than fifty dollars.

**SECTION 2 – SEVERABILITY:** If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

**SECTION 3 – EFFECTIVE DATE.** This ordinance shall take effect five days following the date of its publication by summary.

**PASSED** by the City Council of the City of White Salmon at a regular meeting this 15<sup>th</sup> day of June 2022.

\_\_\_\_\_  
Marla Keethler, Mayor

ATTEST:

\_\_\_\_\_  
Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

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Kenneth B. Woodrich, City Attorney

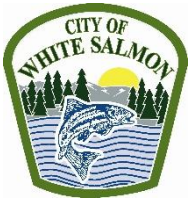
**File Attachments for Item:**

D. Kinzey Water Line Acceptance - Project 2021.01

1. Presentation and Discussion

2. Action





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## AGENDA MEMO

Needs Legal Review: Yes. Legal review has been completed  
Meeting Date: June 15, 2022  
Agenda Item: Acceptance of Water Line Extension Related to the Kinzey Country Place LLC Development Agreement  
Presented By: Paul Koch, Interim City Administrator

### Action Required

Acceptance of water line extension and approval of agreement between the City and Kinzey's Country Place LLC authorizing said water line extension.

### Proposed Motion

Motion to accept water line extension and approve the Water Line Extension Agreement between the City and Kinzey's Country Place LLC for the Kinzey's Country Place Short Plat.

### Explanation of Issue

Under city code, the City Council must approve all agreements for extension of water service and then once the extension is complete and inspected, accept the extension as part of the city's water system. The forms for the attached agreement and attachments come from the City's Developer Standards for the Construction and Acceptance of Water and Sewerage Facilities adopted September 5, 2018.

The action on the agreement to extend the water line is coming late as the improvements have already been installed. Normally the requirement is for the agreement to be approved by the City Council first, then the improvements are constructed and then the City Council accepts the water line as part of the City's water system. We anticipate that this late filing example will not occur in the future now that new procedures, forms, and inspections are a part of the new developer process. In addition, the new Development Review Team will soon go into operation. These factors (formal process, forms, and Development Team) will ensure full compliance to city requirements and standards.

The applicant's engineer has provided "as built" drawings to the city and assures the city that they represent what is in the ground.

In accordance with the City Code, the developer has filed the following documents:

- a. The application and agreement to construct extension to the city water system.
- b. A parallel and adjoining easement deed.
- c. On-site easement deed.
- d. Temporary construction easement deed.
- e. Itemized cost of public water installation.
- f. Bill of sale.
- g. As-built construction plans.

Extensions are required to be completed within 12 months after entering an agreement 2 for extension. In this case that would be June 1, 2023 as the improvements are already constructed.

A maintenance bond (No. 4452702) in the amount of \$2,316.50 has been established by the developer (which is 10% of the costs associated with the water line extension).

Under the terms of this agreement, the developer shall be responsible for any costs incurred by the City resulting from any defects in the Developers work.

The developer has agreed through the bill of sale to replace, repair, or correct any defect in materials or workmanship for a 2-year period of time through June 1, 2024. Following an onsite inspection held on June 8, 2022, the city has agreed to move the water meter to a location approved by Public Works.

**Staff/Committee Recommendation**

It is recommended that City Council accept the water line extension and approve the Water Line Extension Agreement between the City and Kinzey’s Country Place LLC to construct extension to water system

## APPROVAL BLOCK

Approved by: \_\_\_\_\_  
City of White Salmon Date

City of White Salmon Extension No. \_\_\_\_\_

Project must be completed and ownership transferred to the City of White Salmon within 1 year from the date of approval. In the event that the project developer fails to do so, the project will be subject to reapplication, additional plan review and revision due to any changes in the City's Standards and Specifications or requirements occurring prior to completion and transfer of ownership. Water/Sewer service is available only after payment of all current fees, recording of easements and transfer of ownership to the City.

**APPLICATION AND AGREEMENT  
TO CONSTRUCT EXTENSION  
TO CITY SYSTEM**

  X   WATER             SEWER

**Project Name:**   Kinzey's Country Place Short Plat  

**NO:**   2021.01  

**Address:**   NW Howard Court, White Salmon, WA 98672  

The undersigned (the “Developer”) applies to the Council of the City of White Salmon (the “City”), for permission to construct and connect a private extension(s), as indicated above, to the City’s existing system as herein provided and agrees to the terms and conditions of this Developer Extension Agreement as follows:

**1. Location of Extension.**

A. Water

The proposed water system extension (the “extension”) will be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as “additional owners.” Legal description of the property is noted in Exhibit “A” (Provided by Developer):

B. Sewer

The proposed sewer system extension (the “extension”) will be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as “additional owners.” Legal description of the property is noted in Exhibit “A” (provided by Developer):

## **2. Warranty of Authority.**

The Developer and any additional owners warrant that they are the owners of all the property described in this Agreement. Developer shall provide a title report to the City establishing that the parties executing this Agreement are the owners of all the real property described herein. Consent of all security interest holds shall be provided.

## **3. Description of Extension.**

### **A. Water**

The proposed extension will consist of approximately 0193 lineal feet of water main and appurtenance and shall be installed in accordance with this Agreement and in accordance with the Plans prepared in conformity with the City's Construction Standard Specifications and Standard Plans and approved by the City.

### **B. Sewer**

The proposed extension will consist of approximately 0 lineal feet of sewer main and appurtenance and shall be installed in accordance with this Agreement and in accordance with the Plans prepared in conformity with the City's Construction Standard Specifications and Standard Plans and approved by the City.

## **4. Fees to be Paid by the Developer.**

- A. A fee in the amount of 0 is payable prior to acceptance of this Agreement by the City Council (the "Council") as an initial deposit for payment of City expenses including, but not limited to, engineering, inspection, legal, permit and administration costs.

Should said expenses exceed the deposit paid by the Developer, the difference shall be paid by the Developer to the City upon demand. If after the project is completed and accepted, it is determined that the expenses were less than the deposit paid by the Developer, the balance, in excess of \$100.00, will be refunded to the Developer.

- B. The foregoing fee is not intended to include allowance for any unusual costs incurred by the City on account of property surveys, changes in design, necessary construction

engineer comment preparation, project coordination, errors or omissions by the Developer, its contractor or agents, unusual negotiations, legal expenses incurred beyond the expense of normal review or documents, and/or any other project related costs. The City will bill the Developer for any such unusual costs and the same shall be paid promptly by the Developer. The City may stop work until payment is received.

## **5. Preparation of Plans.**

The Developer shall retain its own engineer to prepare the Plans for the extension according to the City's Standard Specifications and Details and the following requirements apply:

- a. Developer must obtain City approval of the Developer's Engineer in accordance with Paragraph WS-11 of this agreement;
- b. After the Council accepts the Pre-application and Developer Extension Agreement and the required deposit is received, the Developer's Engineer shall arrange for a pre-design meeting and bring to that meeting:
  - 1) A complete set of base maps.
  - 2) A grading and clearing plan.
  - 3) A Storm sewer plan.
  - 4) Sanitary sewer plans, if applicable.
  - 5) City/County fire flow requirements in the form of a letter from the appropriate Fire Official for multi-family and commercial projects (all projects other than single family).
  - 6) A contour map of the project with contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet. All data shall be based on North American Vertical Datum of 1988 (NAVD 88).
  - 7) At the pre-design meeting, a set of City drawing standards will be given to the Developer's Engineer at their request.
- c. The Developer shall arrange for the conference and the attendance of concerned parties.
- d. At the pre-design meeting, the Developer's Engineer shall submit to the City a conceptual plan for the utility development of the project.
- e. Upon preliminary review of the conceptual plan, the Developer's Engineer shall prepare and submit to the City a preliminary design and Plan for review and approval by the City. The City shall have the right to require changes in the preliminary design

and Plan as may be deemed necessary. All Designs and Plans prepared by the Developer's Engineer shall be prepared in accordance with the City's Standard Specifications and Plans.

- f. Upon approval of the preliminary design and Plan by the City, the Developer's Engineer shall prepare a proposed final Plan and submit two copies of the proposed final Plan to the City for review by the City. Upon receipt of the proposed final Plan, the City may require changes to the proposed final Plan.
- g. Upon completion of all required changes to the final Plan, if any are required, the Council shall consider the final Plan for approval at a regularly scheduled Council meeting. The Council may approve, reject, or require changes to the final Plan.
- h. Prior to approval of the final Plan, the Developer shall submit a copy of the preliminary plat as prepared for submittal to the applicable jurisdiction.
- i. Upon approval of the final Plan, the City shall indicate its one (1) year approval of the Plan on the Developer's original drawing.
- j. Upon approval of the Developer's original Plan drawings, the Developer's Engineer shall submit copies of the approved Plan so that the Developer (or City, when required) can apply for permits and approvals for the Plan. The Developer's Engineer shall notify the City of any permits required. Should changes to the Plan be required in order to receive said permits and approvals, the Developer's Engineer shall make all changes as required, subject to the approval of the City.

## **6. Warranties of Developer – Water and Sewer.**

The bill of sale provided by the Developer to the City shall be on a City approved form and shall contain the following warranties with the City as beneficiary:

- a. That Developer is the owner of the extension, the same is free and clear of all encumbrances and the Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and
- b. That all bills and taxes relating to the construction and installation of the water/sewer main and appurtenances have been paid in full and that there are no lawsuits or claims pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned shall undertake to defend the lawsuit and shall accept responsibility for all costs of

- litigation, including costs on appeal, and shall hold the City harmless on any judgement rendered against the City; and
- c. That all laws, ordinances and regulations respecting construction of this project have been complied with; the system extension is in proper working condition, order and repair; is adequate and fit for the intended purpose of use as a public (water) (sewer) system and as an integral part of the (water) (sewer) system of the City; and that it has been constructed in accordance with the conditions and standards of the City; and
  - d. That for a period of two (2) years from the date of final acceptance of the extension by the City, the extension and all parts thereof shall remain in proper working condition, order and repair; and that Developer shall repair or replace, at its expense, any work or material which may prove to be defective during the period of the warranty.

In addition, the Developer shall obtain warranties and guaranties from its subcontractor(s) and/or supplier(s) where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for 2 years after acceptance of the corrected work by the City.

## **7. Final Acceptance – Conditions Precedent.**

Compliance with all terms and conditions of this Agreement, the Standard Specifications and Plans prepared hereunder and other City requirements shall be a condition precedent to the City's obligation to allow connection to the City's system, to accept the bill of sale to the extension(s) and to provide service to the real property that is described in this Agreement.

The City shall not be required to allow any connection to the City's system of the portion of the real property described in this Agreement, if there are any unpaid fees or costs which are payable to the City under this Agreement or other unpaid fees arising under other City requirements, or if the easements have not been prepared to conform to the constructed alignment of the water and/or sewer system by the Developer and executed by the Developer and the City for recording.

The City shall not be obligated to provide service to the property described in this Agreement, if construction by third parties of facilities to be deeded to the City has not been completed and title accepted by the City if such third-party facilities are necessary to provide service to the property described in this Agreement.



The City will accept title to the extension(s) when all work which may, in any way, affect the lines constituting the extension(s) has been completed, any damage to said extension(s) which may exist has been repaired, the City has made final inspection and given its approval to the extension(s) as having been completed in accordance with this Agreement, the Standard Specifications and Plans and other requirements of the City, and all General Facility Charges, Connection Charges and Impact Fees applicable to the Project in effect on the date of application have been paid.

The City shall not be obligated to allow service connections to its system until all inspections are complete and all fees, General Facility Charges, Connection Charges and Impact Fees in effect on the date of application for service have been paid.

## **8. Limitation of Period of Acceptance.**

The extension(s) shall be completed and accepted within 12 months of the date of acceptance of the Plans by the Council. If the extension is not completed and accepted within the 12 month period, then this Agreement and all of the Developer's rights herein shall terminate and cease. Under special circumstances, with a formal written request, an extension of the time for completion of the Agreement may be allowed at the sole discretion of the City. In the event the Agreement terminates, the Developer shall be required to make a new pre-application and new application for extension agreement to the City. Any such new agreement, including any extension, entered into between the City and the Developer pursuant to a new application shall be subject to any new or amended resolutions, policies, ordinances, or standards and specifications which have taken effect since the execution of the terminated agreement.

## **9. Maintenance Bond.**

Acceptance by the City shall not relieve the Developer of the obligation to correct defects in material or workmanship as herein provided and/or the obligations set forth in applicable paragraphs hereof. Prior to acceptance of the extension(s) by the City and the transfer of title to such extension(s) as set forth herein, the Developer shall, if required by the City, furnish to the City a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of said extension(s) for a period of 2 years. The bond shall be in a form provided by the City and shall require the Developer and/or the bonding company to correct the defects in materials and workmanship, which may arise in, said system(s) and transfer of title. The maintenance bond

shall be in an amount equal to 10 percent of the cost of said extension(s), but not less than two thousand dollars (\$2000.00).

## **10. Procedure for Acceptance.**

Acceptance of title to the extension(s) shall be made by motion of the Council. Prior to such acceptance, an executed bill of sale in the form approved by the City and containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the City.

## **11. Effect of Acceptance.**

Acceptance by the City shall cause the extension(s) to be a public system subject to the control, use and operation of the City and all regulations, conditions of service, and service charges as the City determines to be reasonable and proper, and subject to the law of the State of Washington.

## **12. Performance Guarantee.**

Developer shall, if requested, furnish to the City prior to the preconstruction conference a performance guarantee of a type and in a form as determined by the City, in its sole discretion, in an amount equal to 150 percent of the City approved Developer's Engineer estimated cost of the extension(s) or contractor bid price(s). The performance guarantee shall require completion of all work in accordance with the Agreement, the Standard Specifications and Plans and other requirements of the City within a period of 12 months from the date of acceptance of the Plans by the Council. The City in its sole discretion may also require a payment bond of a type and in a form as determined by the City requiring the payment by the Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold the City harmless from any claims therefrom. Any payment bond required by the City shall be provided to the City prior to the preconstruction conference as a condition of the District granting final acceptance of the work referenced herein. No third person or party shall have any rights under any performance guarantee the City may require from the Developer and such is provided entirely for the benefit of the City and the Developer and their successors in interest.

### **13. Correction of Defects Occurring Within Warranty Period.**

When defects in the extension(s) are discovered within the warranty period, Developer shall start work to remedy any such defects within 7 calendar days' notice by the City and shall complete such work within a reasonable time. In emergencies, where damage may result from delay and where loss of service may result, corrections may be made by the City upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by the City at its option, and the cost thereof shall be paid by the Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work, including actual damages, costs of materials and labor expended by the City in making repairs and the cost of engineering, inspection and supervision by the City.

### **14. Rates and Charges.**

The property described in this Agreement shall be subject to all rates and charges established by the City.

### **15. Subcontracting.**

Developer is fully responsible for the acts and/or omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and/or omissions of persons directly employed by the Developer.

### **16. No Assignment Without City Approval.**

The Developer's rights and responsibilities arising out of this Agreement are not assignable unless City written consent is obtained prior to any proposed assignment. Written documents as required by the City of any City approved assignment shall be filed with the City by the Developer herein at the time of any assignment.

## **17. General Provisions, Technical Details, Specifications.**

Refer to the “Part One, Two, and Three” for General Provisions, Water, Sewer Standard Specifications and Standard Details, which are attached hereto and made a part of this Agreement.

## **18. Remedies Available to City.**

In the event the Developer fails to pay any of the extension fees and charges and fines referenced herein when due as determined by the City, the charge or fine shall then be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition to all other legal and equitable remedies available to the City, the City shall be entitled to file a lien against the Real Property referenced herein in the event of nonpayment and to foreclose such lien pursuant to RCW 57.08.081, or as such statutes may be revised, amended or superseded. In the event the City is required to engage an attorney to pursue its remedies on default, the City shall be entitled to recover its attorney fees and costs, and in the event of litigation, the prevailing party shall pay the non-prevailing party’s attorney fees, costs and disbursements at trial and on appeal.

## **19. Notice**

Any notice required by this Agreement to be given by the City to the Developer shall be given at the following address:

Name: Bruce Kinzey Phone: 360-487-6373

Address: 1735 NW Trillium Lane, Vancouver, WA 98663

---

## **20. Complete Agreement.**

This Agreement, including Parts One, Two and/or Three as appropriate and the plans approved by the City constitutes the entire Agreement between the Developer and the City with respect to the rights and responsibilities of both parties in regard to Development project

referred to herein. For purposes of identification, this Agreement shall be assigned to a number by the City, which number shall be endorsed on the first page of the Agreement. This Agreement may be changed in writing only upon mutual agreement of the City Council and the Developer.

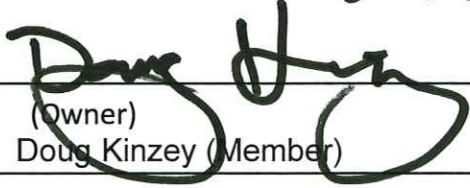
**ACCEPTANCE OF THIS APPLICATION BY THE CITY CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS MANUAL, THE CITY'S MATERIALS, STANDARD SPECIFICATIONS AND DETAILS, AND THE EXTENSION DESIGN DRAWINGS APPROVED BY THE CITY COUNCIL.**

DEVELOPER, Kinzey's Country Place, LLC  
a  corporation,  partnership,  joint venture,  sole proprietorship,  
 individual.

NOTE:

1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same.
2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity as such.
3. If the Developer is a joint venture, each joint venture shall sign. One may sign on behalf of the others pursuant to a power of attorney.

DATED this 1 day of June, 2022

By   
(Owner)  
Doug Kinzey (Member)  
\_\_\_\_\_  
(print/type name)

Its \_\_\_\_\_  
(print/type name)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

INDIVIDUAL

STATE OF WASHINGTON <sup>DT</sup> California )  
 )ss.

COUNTY OF ~~KLICKITAT~~ <sup>DT</sup> San Diego )

I certify that I know or have satisfactory evidence that Doug Kinzey

signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 1st, 2022

[Signature]

Notary Public in and for the State of <sup>DT</sup> Washington, residing at

California San Diego. My Appointment

Expires 10/18/2025.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego)

On June 1st, 2022 before me, Dylan Vincent Tuell, Notary Public  
(insert name and title of the officer)

personally appeared Doug Kinzey,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)









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## Kinzey's Country Place LLC water main extension permit

---

Elizabeth Betts <elizabeth@kleinassocinc.com>

Wed, Aug 25, 2021 at 3:19 PM

To: Erika Castro-Guzman <erikac@ci.white-salmon.wa.us>

Cc: Doug Kinzey <doug.kinzey@gmail.com>, Russ Avery Public Works Operations Manger <pwsoperations@ci.white-salmon.wa.us>, Brian Kinzey <bKinzeys@pacbell.net>, BRUCE KINZEY <bkinzey@comcast.net>, "excavation@gorge.net" <excavation@gorge.net>

Good afternoon, Erika,

Please see the attached revised water plan for the Kinzey SP project. Per the discussion between the contractor, Tony DeHart, and Russ, we have relocated the hydrant and meters to the end of the culdesac (5' from edge of culdesac). I also revised the easement so that the new water main will have at least 10' of easement on either side.

For estimated costs of the water items, using WSDOT average bid prices:

Hydrant Assembly = \$6025

8" PVC water main = \$72.23 x 193 LF = \$13,940

Hot tap water main (includes valve) = \$3200 (price from contractor)

Total = \$23,165

Please let me know if you have any questions.

Best,

Elizabeth Betts, PE

Klein & Associates, Inc

541-386-3322



***This message is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient or the agent responsible for delivering the message to the intended recipient, you are hereby notified***

***that any dissemination, distribution or copying of this communication is strictly prohibited and you are requested to please notify the sender immediately by telephone and return the original message to us at the above address. Although this message and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Klein & Associates for any loss or damage arising in any way from its use.***

[Quoted text hidden]

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 **C1.0 - SITE PLAN-C1.2-DEVELOPMENT PLAN - REV AUG 25 2021.pdf**  
1032K

MAINTENANCE BOND  
CITY OF WHITE SALMON

Bond No. 4452702

Project Name: Kinzey's Country Place Short Plat  
Address: NW Howard Court, White Salmon, WA 98672  
No. 2021.01

KNOW ALL MEN BY THESE PRESENTS: That, Doug Kinzey  
as Principal, and SureTec Insurance Company as surety, and jointly and severally held firmly bound unto the City of White Salmon of Klickitat County, State of Washington, (the "City") in the sum of Two Thousand Three Hundred Sixteen and 50/100 (\$ 2,316.50 ) dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves and our heirs, executors, administrators and assigns, firmly by these presents.

Whereas, the above-named Principal has pursuant to Developer Extension Agreement proposed Plans and Specifications, and constructed a X water X sewer system(s) in the (short) Plat of Kinzey's Country Place Short Plat Section \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_\_\_ East, W.M., Klickitat County, State of Washington; and

Whereas, the City accepted the work by Resolution dated June 1, 2022

Now, therefore, the conditions of this obligation are such that, if the Principal shall maintain and remedy said work free from defects in material and workmanship, as more fully set forth in Paragraphs 5, 6 and WS 24 of the Developer Extension Agreement referenced above and as contained in the Bill of Sale delivered to the City, for a period of not less than two years from the date of final acceptance, then upon written notification to the Principal by the City of inspection and approval of the work, this obligation shall be void; otherwise, it shall remain in full force and effect.

The Developer agrees to notify the City at least 30 days in advance of the end of the two year period to allow for inspection and to prepare letters of notifications.

Dated this 10th day of June, 2022.

City of White Salmon  
Maintenance Bond

Received and approved by  
the City of White Salmon on:

Date: \_\_\_\_\_

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

Doug Kinzey  
Principal

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

The above address to be used for notifying  
the Principal of repairs, etc., including post-  
notice of any emergency repairs made by  
City.

SureTec Insurance Company  
Surety

2103 CityWest Boulevard Suite 1300

Houston, Texas 77042  
Mailing Address

*Leticia Romano*  
Attorney in fact Leticia Romano  
(attach Power of Attorney)



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Nicholson, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Amanda J. Lee, Scott Willis, Christopher A. Reburn, Leticia Romano

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

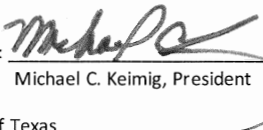
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

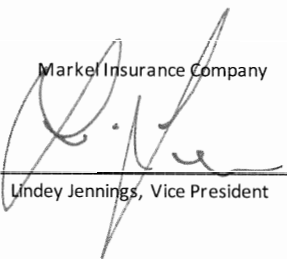
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of October, 2021.

SureTec Insurance Company

By:   
Michael C. Keimig, President



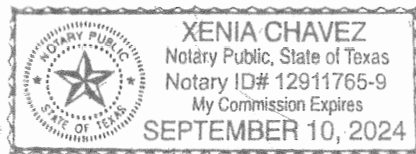
Markel Insurance Company


By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 21st day of October, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:   
Xenia Chavez, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.


IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 10th day of June, 2022.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary



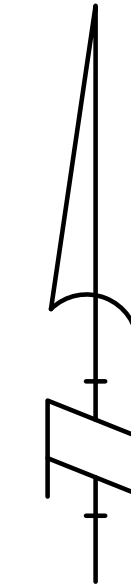
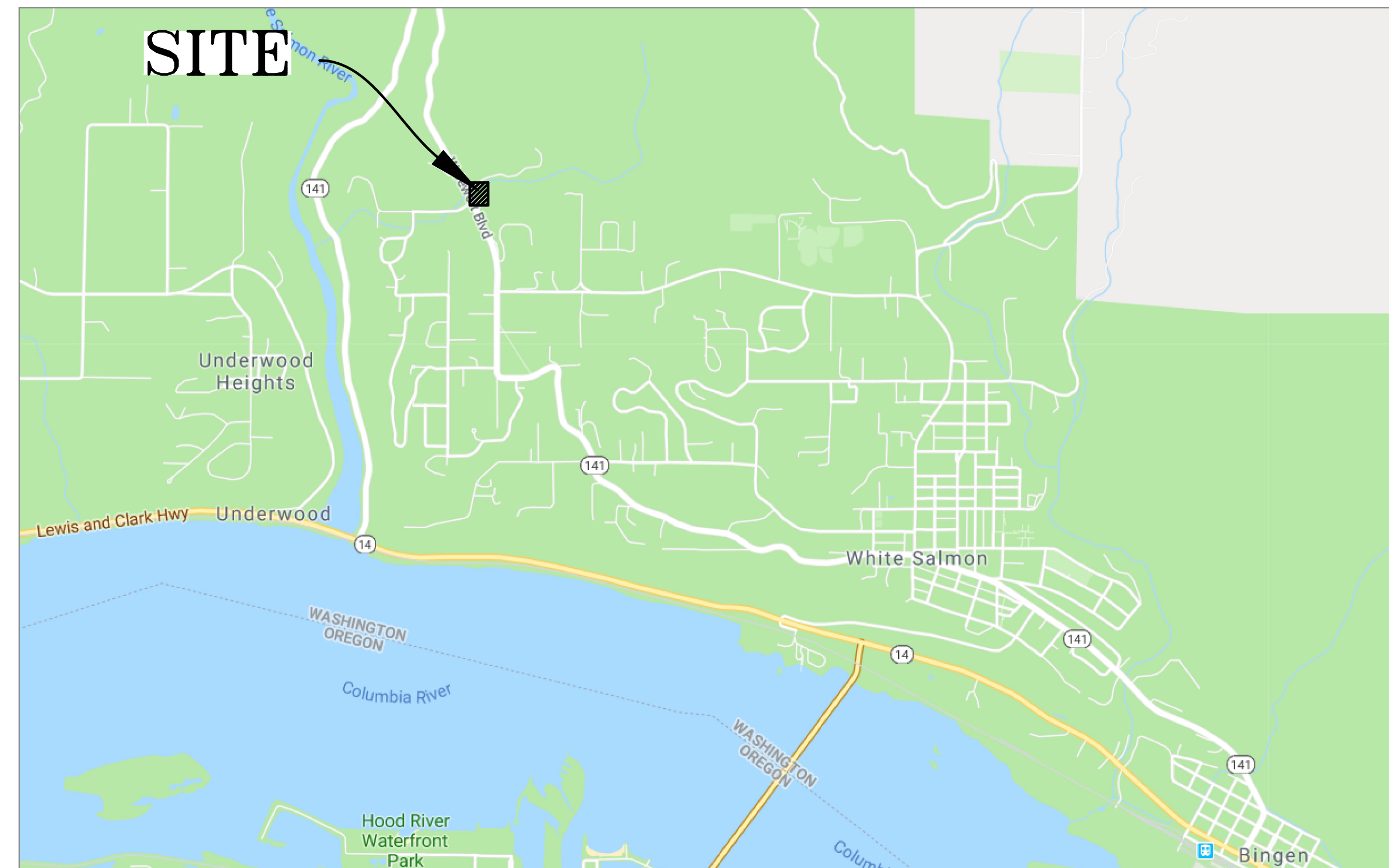
Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 3710009  
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

# KINZEY SP WATER MAIN RECORD DRAWING

201 NW COUNTRY PLACE ROAD,  
 SE 1/4 SECTION 14 T. 3N., R. 10E., W.M.  
 TAX LOT 03101400001700  
**KLICKITAT COUNTY, WASHINGTON**



SHEET INDEX:

- SHEET CV COVER SHEET
- SHEET C1 UTILITY RECORD DRAWING

VICINITY MAP  
 NTS

OWNER:

(DOUG KINZEY) KINZEY'S COUNTRY PLACE LLC  
 1736 NW TRILLIUM LANE  
 VANCOUVER, WA 98663  
 (858) 546-5601

SURVEYOR & CIVIL ENGINEER:

KLEIN AND ASSOCIATES, INC  
 1411 13TH STREET  
 HOOD RIVER, OR 97031  
 (541) 386-3322

**RECORD DRAWING 3/1/2022**

KLEIN & ASSOCIATES, INC. HAS PREPARED THE RECORD DRAWINGS THROUGH SURVEY AND INFORMATION PROVIDED BY CONTRACTOR UPON COMPLETION OF CONSTRUCTION. DUE TO THE AGE OF THE SITE, THERE MAY BE UTILITIES THAT ARE UNKNOWN. AS-CONSTRUCTED CONDITIONS SHOULD BE FIELD VERIFIED FOR ANY FUTURE USE.



EXPIRES: 12/31/23

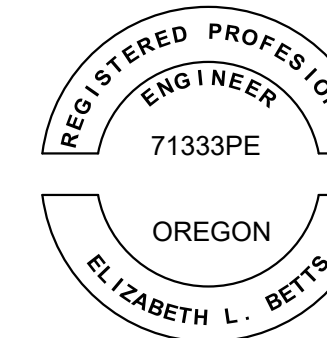




**Klein & Associates, Inc.**

ENGINEERING LAND SURVEYING PLANNING

1411 13TH STREET  
HOOD RIVER, OREGON 97031  
TEL: 541-386-3322  
FAX: 541-386-2515  
WWW.KLEINASSOCINC.COM



EXPIRES: 12/31/23

**KINZEY SP WATER MAIN RECORD DRAWING**  
**N 1/2 OF SE 1/4 SECTION 14, T. 3N., R. 10E., W.M.**  
**KLICKITAT COUNTY, STATE OF WASHINGTON**

REVISIONS:

NO. DESCRIPTION DATE

LOT 2 SPL 2019-23  
1.69 A.C.

LOT 3 SPL 2019-23  
64459 SQ FT  
1.48 ACRES

LOT 4 SPL 2019-23  
1.78 A.C.

PRIVATE ROAD

R = 55.00'

NEW 60' ACCESS  
AND UTILITY EASEMENT

COMMUNICATIONS CONDUIT  
POWER CONDUIT  
WATER CONDUIT

WATER CONDUIT

NEW 8" PVC  
WATER MAIN

NEW HYDRANT

NEW VARIED WIDTH P.U.E.

NEW 20' PUBLIC UTILITY EASEMENT (P.U.E.)  
ALSO A 20 FOOT WATERLINE EASEMENT  
GRANTED TO THE CITY OF WHITE SALMON  
SEE CITY WATERLINE EASEMENT NOTE

51°31'30"E  
1.04'

WATER CONDUIT

WATER CONDUIT

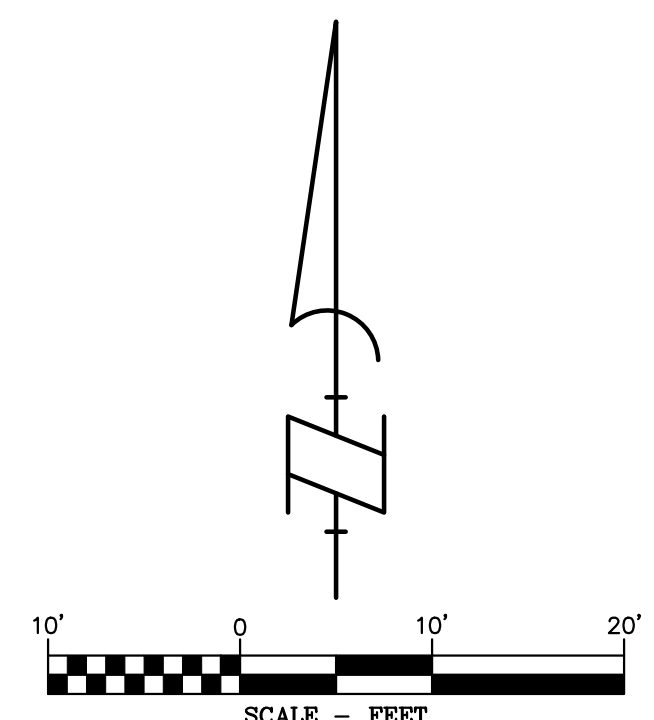
NEW 10' P.U.E.  
5' ON EACH SIDE OF THE  
EXISTING ELECTRICAL LINE

**RECORD DRAWING 3/1/2022**

KLEIN & ASSOCIATES, INC. HAS PREPARED THE RECORD DRAWINGS THROUGH SURVEY AND INFORMATION PROVIDED BY CONTRACTOR UPON COMPLETION OF CONSTRUCTION. DUE TO THE AGE OF THE SITE, THERE MAY BE UTILITIES THAT ARE UNKNOWN. AS-CONSTRUCTED CONDITIONS SHOULD BE FIELD VERIFIED FOR ANY FUTURE USE.

**LEGEND**

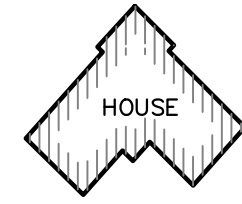
- EDGE OF ASPHALT
- W — WATER MAIN
- WS — WS — WATER SERVICE
- - - - - EASEMENT
- - - - - BE — BURIED ELECTRIC LINE
- T — TELECOMMUNICATION LINE
- G — GAS MAIN
- ⊗/V WATER VALVE
- ⊗/M FIRE HYDRANT
- ⊗/MM WATER METER
- CONDUIT



CAD FILE: Z:\PROJECTS\2018\181026\_Kinze\_Short\_Plat\Drawing\181026Asbuilt.dwg PLOT DATE/TIME: 5/31/2022 - 9:42am

SHEET

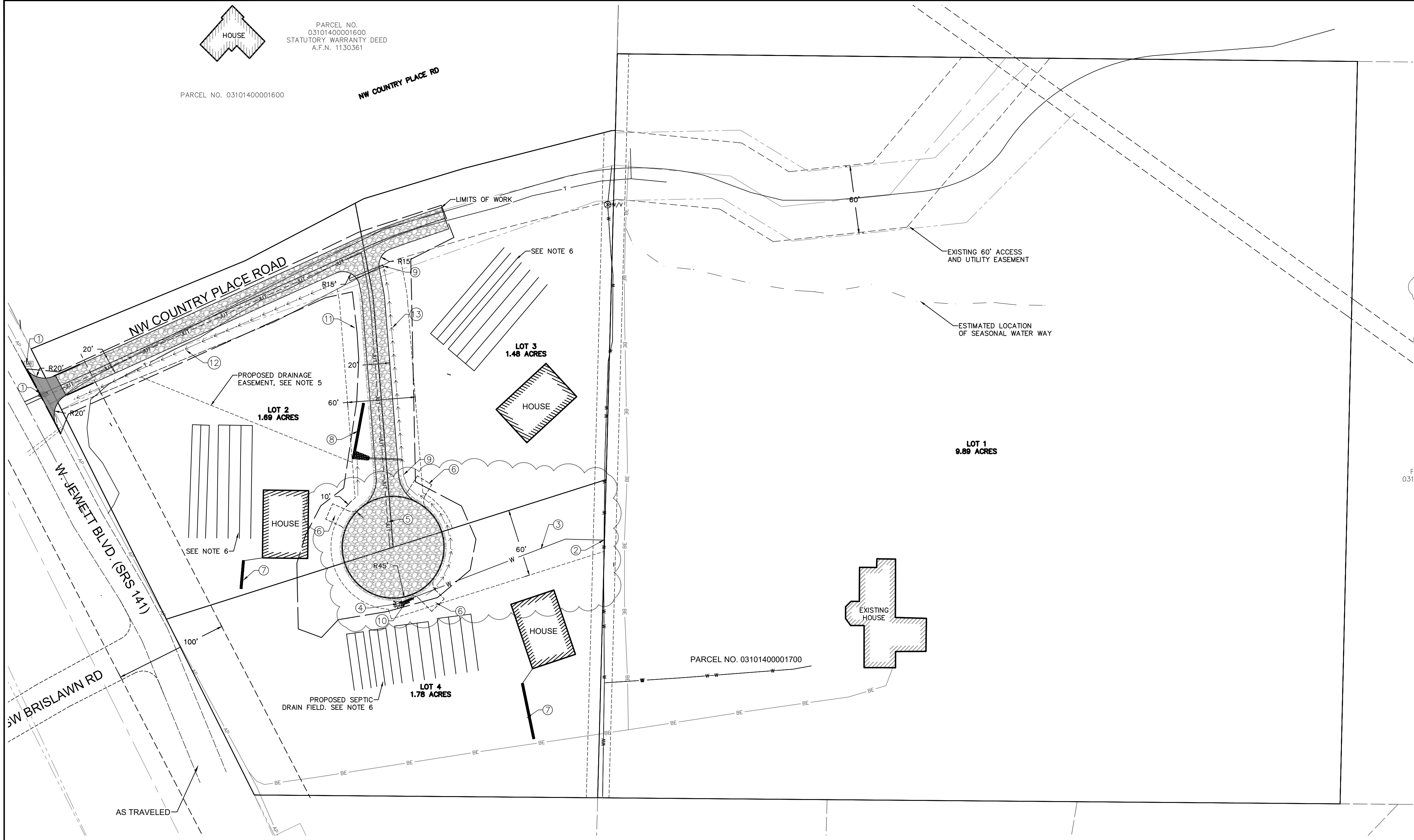
C1



PARCEL NO.  
03101400001600  
STATUTORY WARRANTY DEED  
A.F.N. 1130361

PARCEL NO. 03101400001600

NW COUNTRY PLACE RD



**CONSTRUCTION NOTES:**

- 1 RELOCATE EXISTING MAILBOX
- 2 HOT TAP CONNECT 8" PVC TO EXISTING 8" WATER MAIN PER DETAIL 4/C3.0.
- 3 INSTALL 258-193FT OF 8" PVC WATER MAIN PER DETAIL 2/C3.0.
- 4 INSTALL HYDRANT PER DETAIL 7 ON SHEET C3.0 PER CITY OF WHITE SALMON STANDARDS WITH WATER MAIN EXTENSION.
- 5 INSTALL JOINT UTILITY TRENCH
- 6 APPROXIMATE DRIVEWAY LOCATION-SITE PLANS TO BE SUBMITTED DURING BUILDING PERMIT
- 7 APPROXIMATE LOCATION FOR PRIVATE DISPERSION TRENCH.
- 8 50' LE OF DISPERSION TRENCH PER DETAIL 4/C3.1
- 9 INSTALL (2) 12" HDPE CULVERTS UNDER NEW ROAD
- 10 INSTALL (3) 1" WATER METERS PER DETAIL 1 ON SHEET C3.0
- 11 INSTALL 15' WIDE FILTER STRIP ALONG NEW PRIVATE DRIVE PER DETAIL 2/C3.1
- 12 INSTALL CONVEYANCE SWALE WITH 4' WIDE BOTTOM WIDTH PER DETAIL 1/C3.1 AND ROAD SECTION ON 02-0. PROTECT EXISTING DITCH AND VEGETATION IN PLACE
- 13 CONVEYANCE DITCH PER PRIVATE ROAD SECTION DETAIL ON SHEET C2.0

**NOTES:**

1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. IF GRADE MODIFICATION IS NECESSARY, CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER, AND THE DESIGN ENGINEER SHALL OBTAIN APPROVAL FROM THE COUNTY ENGINEER PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POT HOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.
2. ALL PRIVATE UTILITY CONNECTIONS AND PRIVATE STRUCTURES SHOWN AT THIS TIME ARE FOR PLANNING PURPOSES ONLY AND WILL BE SUBMITTED DURING INDIVIDUAL BUILDING PERMIT APPLICATIONS
3. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF WHITE SALMON FOR CONNECTION TO THE EXISTING 8" PVC WATER MAIN.
4. CONTRACTOR TO COORDINATE WITH PRIVATE UTILITY COMPANIES FOR NEW JOINT USE TRENCH ON NW COUNTRY PLACE ROAD.
5. DRAINAGE EASEMENT FOR DISPERSION OF NEW PRIVATE ROAD. DRAINAGE EASEMENT EXTENDS 100 FEET DOWN SLOPE OF ROAD SURFACE AND DISPERSION TRENCH OR UNTIL INTERCEPTION OF CO CONVEYANCE SWALE. AREA MUST BE PRESERVED AS NATIVE VEGETATION.
6. SEPTIC DRAINFIELDS ARE SHOWN AS PRELIMINARY. A LICENSED SEPTIC DESIGNER SHALL CONFIRM DRAINFIELD SIZES AT TIME OF BUILDING PERMIT. ON-SITE SEWAGE SITE EVALUATIONS WERE PERFORMED BY KLICKITAT COUNTY HEALTH DEPARTMENT ON AUGUST 30, 2019 (ID# 19-102)

**STORMWATER NOTES:**

1. THIS STORMWATER SITE PLAN IS FOR FINAL SHORT PLAT PLANNING PURPOSES. TOTAL AREAS ARE SHOWN AS THE MAXIMUM SITE AREA TO BE DEVELOPED ON SITE BASED ON LOT COVERAGE AND SITE FEASIBILITY.
2. ONSITE STORMWATER BMPs (FROM THE 2019 STORMWATER MANUAL OF EASTERN WASHINGTON) THAT ARE FEASIBLE AND SHOULD BE UTILIZED IN FUTURE HOME DESIGN, ARE SHOWN AS PRELIMINARY SIZES PER DETAILS ON SHEET 3.1. FULL DISPERSION (BMP F6.42) IS ACHIEVED IF THE HARD SURFACES WITH EACH LOT ARE UNDER 10% OF BUILDABLE LOT AREA, AND THE ASSOCIATED NATIVE VEGETATION IS LEFT UNDISTURBED AS SHOWN IN TABLE 1.
3. PROJECT SITE IS NOT LOCATED IN THE 100-YEAR FLOODPLAIN OR SHORELINE MANAGEMENT AREA.
4. BMP DISPERSION AREAS ARE NOT ALLOWED TO OVERLAP WITH PROPOSED SEPTIC DRAINFIELD AREAS OR RELEASE UP SLOPE.

TABLE 1: FULL DISPERSION LAND AREAS

Full Dispersion BMP Areas (Each Lot)	Lot Area (acres)	Private Lot Area Not within Road and Utility Easement (sf)	Maximum Hard Surface (sf)*	Percentage of Lot Area as Hard Surface	Percentage of Site with Undisturbed Native Vegetation	Area to be preserved as Native Vegetation (acres)
Lot 1	9.89	384,056	38,406	10%	65%	5.73
Lot 2	1.69	39,280	3,928	5%	35%	0.32
Lot 3	1.48	38,025	3,803	6%	40%	0.35
Lot 4	1.78	61,154	6,115	8%	55%	0.77
<b>Total Area</b>	<b>14.85</b>	<b>522,515</b>	<b>52,252</b>	-	-	<b>7.17</b>

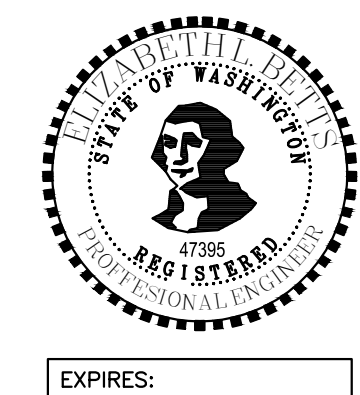
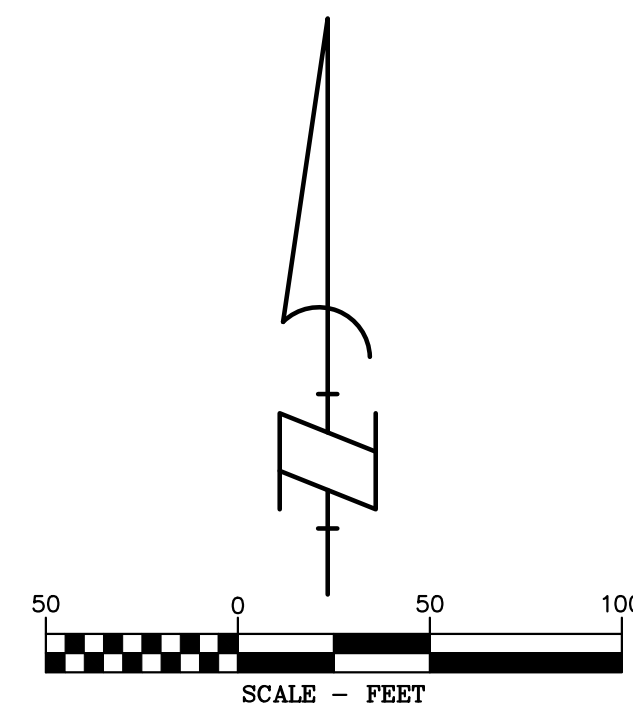
REVISIONS:

NO.	DESCRIPTION	DATE
1	WATER MAIN, DITCH	8/25/21

SURVEYED: KLEIN AND ASSOCIATES, INC  
DESIGN: A.A, E.F  
DRAFT: E.F., G.D  
APPROVE: EB  
DATE:

MAY 2020

**C1.2**



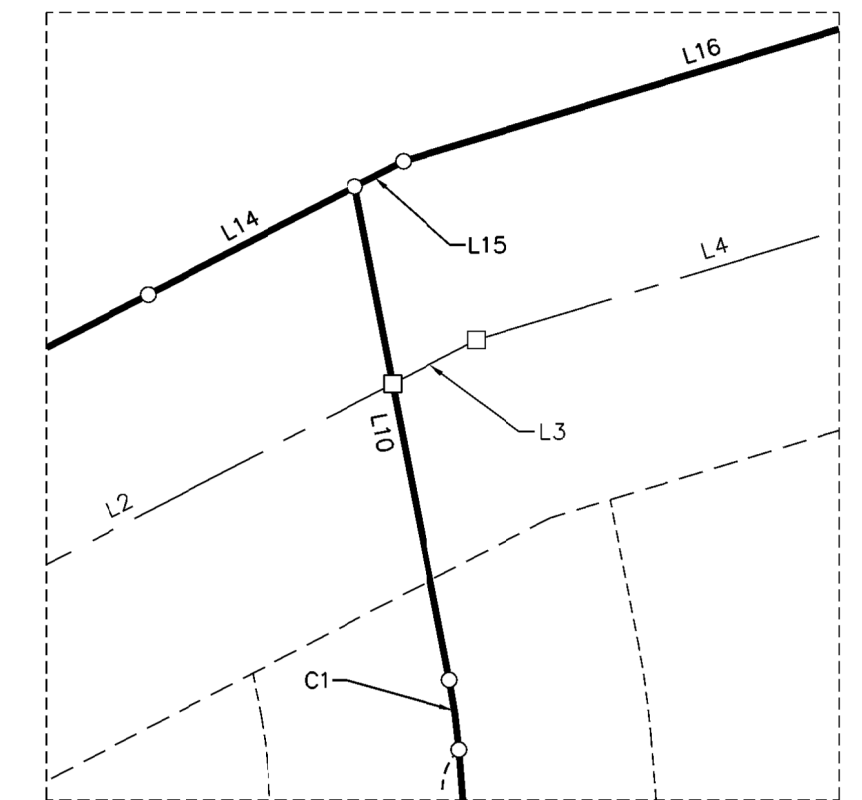
EXPIRES:

# KLICKITAT COUNTY SPL 2019-23

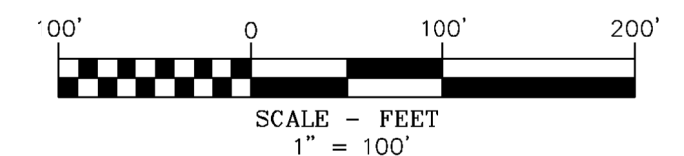
LOCATED IN THE N 1/2 OF SE 1/4 OF SECTION 14  
T. 3N., R. 10E., W.M.  
KLICKITAT COUNTY, STATE OF WASHINGTON

**FOR REVIEW**  
PLOTTED: 7/27/2020  
SAVED: 7/27/2020

## DETAIL



1" = 30'



THIS SHORT PLAT IS FILED FOR RECORD AT THE REQUEST OF KLEIN & ASSOCIATES, INC. THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020, AT \_\_\_\_\_ AND RECORDED IN VOLUME \_\_\_\_ OF SHORT PLATS, PAGE \_\_\_\_ RECORDS OF KLICKITAT COUNTY, WASHINGTON.

AUDITORS FILE NO. \_\_\_\_\_

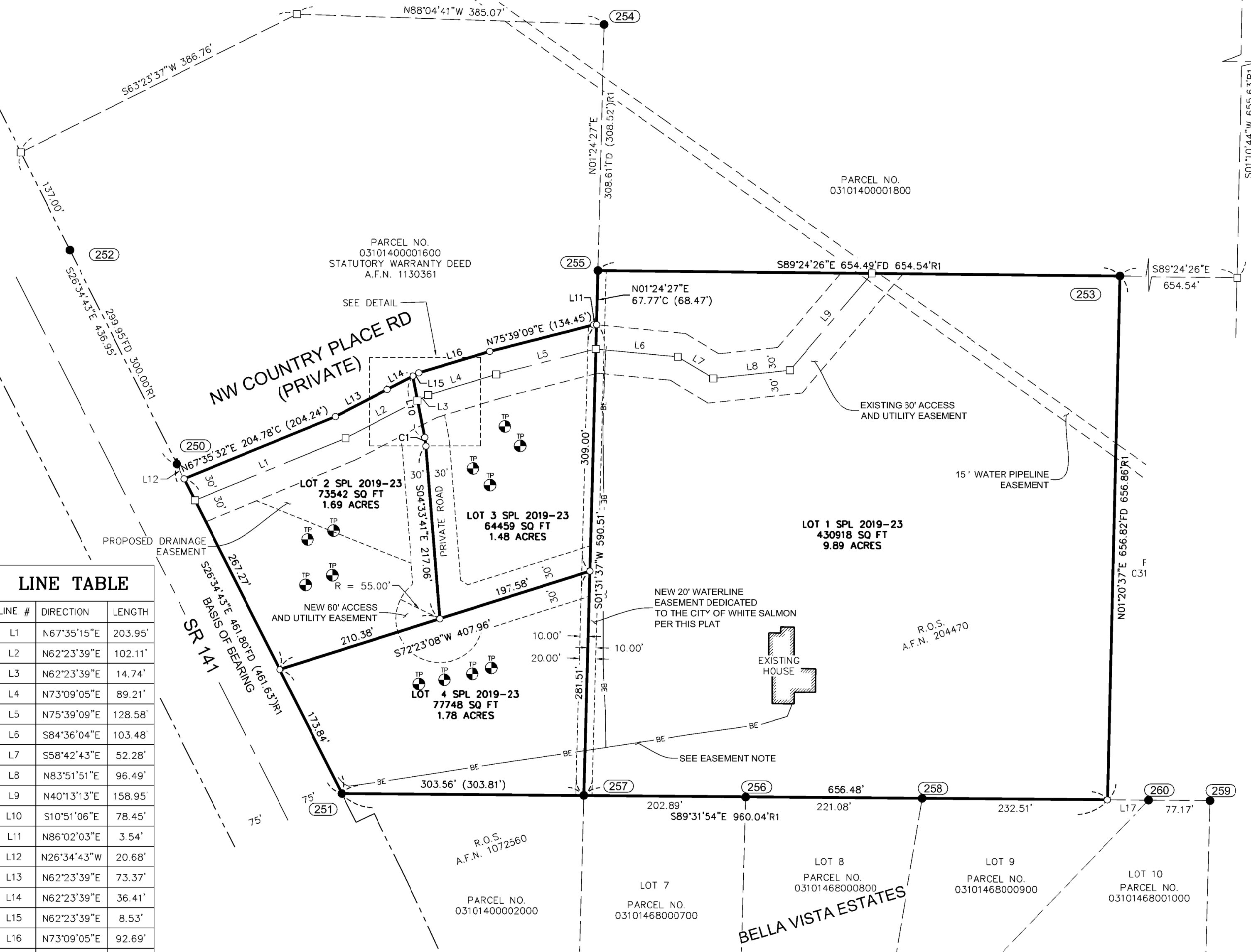
DEPUTY AUDITOR \_\_\_\_\_



**Klein & Associates, Inc.**  
ENGINEERING SURVEYING PLANNING  
1411 13th Street Hood River, OR 97031  
TEL: 541-386-3322 FAX: 541-386-2515

SHEET 2 OF 2  
WILLAMETTE MERIDIAN  
KLICKITAT COUNTY, WASHINGTON

1/4	SEC	T.	R.
14	3N.	10E.	



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°35'15"E	203.95'
L2	N62°23'39"E	102.11'
L3	N62°23'39"E	14.74'
L4	N73°09'05"E	89.21'
L5	N75°39'09"E	128.58'
L6	S84°36'04"E	103.48'
L7	S58°42'43"E	52.28'
L8	N83°51'51"E	96.49'
L9	N40°13'13"E	158.95'
L10	S10°51'06"E	78.45'
L11	N86°02'03"E	3.54'
L12	N26°34'43"W	20.68'
L13	N62°23'39"E	73.37'
L14	N62°23'39"E	36.41'
L15	N62°23'39"E	8.53'
L16	N73°09'05"E	92.69'
L17	S89°33'20"E	51.27'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	10.98'	100.00'	6°17'26"	S7°42'23"E	10.97'

### PROCEDURES

RADIAL TIES TO CONTROLLING CORNERS WERE OBSERVED BY RTK GPS, ALONG WITH A CLOSED LOOP TRAVERSE WAS PERFORMED USING A 3" S6 TOTAL STATION AND A TSC3 DATA COLLECTOR. NO ADJUSTMENT MADE, MEETS MINIMUM STANDARDS AS DESIGNATED IN WAC 332-130-090

SURVEY PERFORMED FOR:  
DOUG KINZEY  
DATE OF MONUMENTATION: TBD, 2019  
PROJECT: 181026 DRAFT: CEM, GD  
FILE: 181026ROS.DWG LAYOUT TAB: KLICKITAT SP

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.

**OWNER**  
KINZEY COUNTRY PLACE LLC

### MONUMENT INFORMATION

- (250)-(255) FOUND 5/8" REBAR SET BY TRANTOW SURVEYING IN SURVEY RECORDED IN BOOK 7 OF SURVEYS, PAGE 53, A.F.N. 204470 DATED 2/4/1987
- (256)-(258) FOUND 5/8" REBAR SET BY TAYLOR ENGINEERING PER SUB-2004-05 RECORDED IN BOOK 6 OF PLATS, PAGE 52, A.F.N. 1056095 DATED 8/16/2005
- (260)
- (257)-(259) FOUND 5/8" REBAR, NO CAP, SET BY ROBERT A. EDWARDS RECORDED IN BOOK 11 OF SURVEYS, PAGE 210, A.F.N. 1043011, DATED 12/22/2003

### LEGEND

- PROPOSE SET 5/8" X 24" REBAR WITH 1 1/4" ORANGE PLASTIC CAP (KA WA 51797) SET ON XX-XX-XXXX
- FOUND MONUMENT OF RECORD, SEE MONUMENT INFORMATION
- CALCULATED ANGLE POINT, NOT FOUND OR SET
- R.O.S. RECORD OF SURVEY
- R1 REFERENCE DISTANCE
- C CALCULATED DISTANCE
- FD FOUND DISTANCE
- (XXX) DEED DISTANCE
- A.F.N. AUDITOR'S FILE NUMBER
- TP TEST PIT LOCATION
- BE BURIED ELECTRIC



### BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE, GRID NORTH, GROUND DISTANCES,  
ESTABLISHED BY GPS OBSERVATION BETWEEN  
MONUMENTS 250 & 251



CITY OF WHITE SALMON  
DEPARTMENT OF PUBLIC WORKS

Final Inspection/Acceptance Form

Purpose: To document the results of the final project inspection.

Project No. \_\_\_\_\_ Project Name: Kinzey development

Location of Development: Country Place

Reviewed by: Jeff Cooper Final Inspection Date: 6/2/22

Meets All City Requirements

Does Not Meet All City Requirements

Initial: \_\_\_\_\_

Initial: JC

NEEDS ATTENTION

2 meter boxes dont have proper meter setters  
Per our standards left message with contractor  
waiting to hear back from Tony Dehart

Reviewer's Signature: Jeff Cooper Date: 6/2/22

Developer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

