

White Salmon City Council Meeting

A G E N D A

February 16, 2022 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 878 1211 0031 Passcode: 973194



Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption.

Thank you

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

II. Changes to the Agenda

III. Consent Agenda

- [A.](#) Proclamation 2021-02, Designating March 19, 2022 as Arbor Day
- [B.](#) Proclamation 2022-03 Declaring March 2022 as Red Cross Month
- [C.](#) Easement Amendment, Department of Natural Resources, Easement No. 50-086670, Klickitat County Parcel 04103400000100
- [D.](#) Service Agreement Renewal, Johnson Controls (\$1,835.74)
- [E.](#) Planned Equipment Maintenance Agreement, Cummins (\$19,072.10 plus sales tax)
- [F.](#) Approval of Meeting Minutes - December 8, 2021
- [G.](#) Approval of Meeting Minutes - January 5, 2022
- [H.](#) Approval of Meeting Minutes - January 19, 2022
- [I.](#) Approval of Meeting Minutes - January 27, 2022
- [J.](#) Approval of Meeting Minutes - February 2, 2022
- K. Approval of Vouchers

IV. Public Comment

V. Presentations

- [A.](#) White Salmon Valley Pool Metropolitan Park District
- B. Black History Month

VI. Business Items

- [A.](#) Resolutions and Ordinances Related to Short-term Rentals
 - 1. Ordinance 2022-02 Amending WSMC 5.02 Short-term Rentals
 - a) Presentation and Discussion
 - b) Action
 - 2. Ordinance 2022-02 Amending WSMC 17.08 Definitions
 - a) Presentation and Discussion

- b) Action
- 3. Ordinance 2022-02 Amending WSMC 17.40 Conditional Uses in Residential Districts
 - a) Presentation and Discussion
 - b) Action
- 4. Ordinance 2022-02 Amending WSMC 17.48 C General Commercial Districts
 - a) Presentation and Discussion
 - b) Action
- 5. Ordinance 2022-02 Adopting WSMC 17.57 Short-term Rentals
 - a) Presentation and Discussion
 - b) Action
- 6. Resolution 2022-02 Amending Resolution 2022-02 Fee for Short-term Rental Registration
 - a) Presentation and Discussion
 - b) 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. Proclamation 2021-02, Designating March 19, 2022 as Arbor Day

PROCLAMATION 2022-02

A PROCLAMATION BY THE CITY OF WHITE SALMON, WASHINGTON DECLARING MARCH 19, 2022 AS ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Marla Keethler, Mayor of the City of White Salmon, do hereby proclaim March 19, 2022 as Arbor Day in the City of White Salmon, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 11th day of February, 2022.



Marla Keethler, Mayor

File Attachments for Item:

B. Proclamation 2022-03 Declaring March 2022 as Red Cross Month

PROCLAMATION 2022-003

A PROCLAMATION BY THE CITY OF WHITE SALMON, WASHINGTON DECLARING MARCH 2022 AS RED CROSS MONTH

WHEREAS, the American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world. Our Red Cross, Cascades Region and SW Washington Chapter, has a long history of helping our neighbors in need by delivering shelter, care and hope during disasters, making our community safer with preparedness programs and CPR and first aid training; providing lifesaving blood; and supporting military, veterans and their families; and

WHEREAS, last year, in the Cascades Region, more than 3,000 volunteers helped the families affected by over 650 home fires by addressing their urgent needs like food and lodging and providing recovery support. Meanwhile, when large disasters like the fall wildfires devastated our region, volunteers from our area and across the country provided 173,489 overnight stays, 387,590 meals and snacks, 9,955 relief items, emotional support, recovery planning and other assistance: and

WHEREAS, the Red Cross continues to carry out the organization's 140-year mission of preventing and alleviating suffering. During the trying times of the COVID-19 pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give more than 148,500 units of blood in the Cascades Region when our country faced a severe blood shortage. This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

NOW, THEREFORE, I, Marla Keethler, Mayor of the City of White Salmon, hereby proclaim March 2022 to be

RED CROSS MONTH

in the City of White Salmon and encourage all its citizens to join in this observance.

Dated this 16th day of February, 2022.

Marla Keethler, Mayor

File Attachments for Item:

C. Easement Amendment, Department of Natural Resources, Easement No. 50-086670,
Klickitat County Parcel 04103400000100



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 16, 2022
Agenda Item: Easement Amendment, WA Department of Natural Resources,
Easement No. 50-086670, Klickitat County Parcel 04103400000100
Presented By: Pat Munyan, City Administrator

Action Required

Authorization for the Mayor to sign easement amendment with Washington Department of Natural Resources, Easement No. 50-086670, Klickitat County Parcel 04103400000100 adding the allowance of installation and use of fiber optic cables and removes the portion of the easement area between Buck Creek Road and the "old line" that is no longer used.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda, then proposed motion is as follows:

Move to authorize the Mayor to sign easement amendment with Washington Department of Natural Resources, Easement No. 50-086670, Klickitat County Parcel 04103400000100 adding the allowance of installation and use of fiber optic cables and removes the portion of the easement area between Buck Creek Road and the "old line" that is no longer used.

Explanation of Issue

The City has an existing easement agreement with Washington Department of Natural Resources. This amendment adds the allowance for the city to install and use fiber optic cables and removes a portion of the easement area between Buck Creek Road and the old line that is no longer useable.

Staff Recommendation

Staff recommends the city council authorize the Mayor to sign easement amendment with Washington Department of Natural Resources, Easement No. 50-086670, Klickitat County Parcel 04103400000100 adding the allowance of installation and use of fiber optic cables and removes the portion of the easement area between Buck Creek Road and the "old line" that is no longer used.

When recorded return to:
Department of Natural Resources
Southeast Region
Attn: Matt Fromherz
713 Bowers Road
Ellensburg, WA 98926



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

Grantor: STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
Grantee: CITY OF WHITE SALMON
Legal Description: NE1/4NE1/4 Section 34, W1/2NW1/4 Section 35, Township 4 North, Range 10 East, W.M., Klickitat County, WA.
Assessor's Property Tax Parcel or Account Number: 04103400000100
Cross Reference: Survey No. AFN 1098420, Utility Easement AFN 1148522
DNR Easement No. 50-086670

EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT is made by and between CITY OF WHITE SALMON, a Washington municipal corporation ("Grantee") and STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State"), (collectively referred to as "Parties").

RECITALS

- A. On January 4, 2013, Grantee and State entered into an easement ("Easement") which was recorded in the records of Klickitat County, Washington on June 21, 2021 under Auditor File No. 1148522 and filed in the Office of the Commissioner of Public Lands under file number 50-086670.

- B. The Parties desire to amend the Easement to:
1. allow for Grantee's installation and use of fiber optic cables; and
 2. remove that portion of the Easement Area between Buck Creek Road and the old line that is no longer used therefrom (collectively "Amendment").

The Parties agree as follows:

AGREEMENT

State, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), amends the purpose of the Easement to provide Grantee with the right to construct, install, alter, improve, change, remove, test, operate, maintain, repair, replace, and use a buried strand fiber optic line.

As additional consideration, Grantee hereby relinquishes and quitclaims to State all right, title and interest in and to that portion of the Easement Area legally described and identified by centerline as Line "L1" and Line "L18" on that Record of Survey filed for record on the 29th day of June, 2012 under Auditor File No. 1098420.

Except as amended hereby, the Easement shall remain in full force and effect as previously executed, and the Parties ratify the Easement as amended. The Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Easement. From and after the date hereof, all references to the Easement shall be deemed references to the Easement as amended.

The Amendment may be signed in counterparts, any one of which shall be deemed an original. Delivery by facsimile of an executed counterpart shall have the same effect as physical delivery of an original so long as the facsimile original is sent by overnight courier to the other party.

The Amendment requires the signature of the Parties and is effective on the date of the last signature below.

CITY OF WHITE SALMON

Dated: _____, 20__.

MARLA KEETHLER
Mayor
PO Box 2139
White Salmon, WA 98672
Phone: (509) 493-1133

Approved as to form
Date: _____
By _____
Attorney for the City of White Salmon

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__.

ANGUS W. BRODIE
Deputy Supervisor for State Uplands
1111 Washington Street SE
PO Box 47000
Olympia, WA 98504-7000
Phone: (360) 902-1000



Approved as to form
July 7, 2021
By Kirsten M. Nelsen
Assistant Attorney General
for the State of Washington

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Klickitat

I certify that I know or have satisfactory evidence that Marla Keethler is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of White Salmon to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Angus W. Brodie is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Seal or stamp)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

File Attachments for Item:

D. Service Agreement Renewal, Johnson Controls (\$1,835.74)



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 16, 2022
Agenda Item: Service Agreement Renewal, Johnson Controls
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for the Mayor to sign Service Agreement Renewal with Johnson Controls in the amount of \$1,835.74.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda, then proposed motion is as follows:

Move to authorize the Mayor to sign Service Agreement Renewal with Johnson Controls in the amount of \$1,835.74.

Explanation of Issue

The City uses Johnson Controls for the maintenance of city's sprinkler system at the fire hall. This is a renewal of that agreement in the amount of \$1,835.74.

Staff Recommendation

Staff recommends the city council authorize the Mayor to sign Service Agreement Renewal with Johnson Controls in the amount of \$1,835.74.



Johnson Controls Fire Protection LP

14200 E Exposition Ave
Aurora, CO 80012
Tel. (866) 275-5189 x (1052958)
johnsoncontrols.com

Service Agreement Renewal

Single or Multi - Site Renewal: Single	Salesperson:	Ship To Address: 220 Ne Tohomish St WHITE SALMON KLICKITAT WA 98672
Contract Number: 25996672	Angelo Eugenio de Souza	Bill To Address: Po Box 2139 WHITE SALMON KLICKITAT WA 98672

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 2/1/2022 - 1/31/2023

Scope of Service: See Contract Details on Page 2 & 3

Total Annual Amount: \$ 1,835.74

Renewal Requirements: Customer Requires New Service Agreement

Billing Frequency: BAMA

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

CITY OF WHITE SALMON

JOHNSON CONTROLS FIRE PROTECTION LP

By: X _____

By: X *Angelo De Souza* _____

Name: _____

Name: Angelo E. de Souza

Date: _____

Date: _____

Title: _____

Title: Inside Customer Care Representative

Email: _____

Email: angelo.eugenio.desouza@jci.com

PO #: _____

License #: _____



Contract Details:

Line Item	Location name	Product	Level of Service	Service Frequency	Inspection Months	Annual Amount
1	City of White Salmon	Sprinkler - Wet	Essential	Annual	JUN	\$ 366.83
2		Sprinkler - Dry	Essential	Annual	JUN	\$ 480.94
3		Fire Alarm	Essential	Annual	JUN	\$ 987.97
Total Annual Renewal Amount :						\$ 1,835.74



* We recently upgraded our Service Plan offerings to provide additional benefits to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Fire Alarm)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Silver	<ul style="list-style-type: none"> · Test & Inspection · PDF Inspection Reporting · No Labor Discount 	Essential	<ul style="list-style-type: none"> · Test & Inspection · Xaap Electronic Inspection reporting · 10% Labor & Parts Discount · Customer Portal
Gold Labor	<ul style="list-style-type: none"> · Test & Inspection · Labor Coverage · No Parts Discounts · No Labor Discount for services not covered · PDF Inspection Reporting 	Enhanced	<ul style="list-style-type: none"> · Test & Inspection · Labor Coverage & Panel Parts Coverage · 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse & Vandalism) · Xaap Electronic Inspection Reporting · Battery Replacement Option (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.) · Remote Service Support · Smoke Detector Cleaning · Sensitivity Testing (non - addressable panels) · Customer Portal
Platinum	<ul style="list-style-type: none"> · Test and Inspection · System Labor Coverage · System Parts Coverage · Peripheral Part Replacement Coverage · EIR/PDF Inspection Reporting · No Discounts for services not covered under contract 	Expert	<ul style="list-style-type: none"> · Test & Inspection · System Labor Coverage · System Parts Coverage · Peripheral Part Replacement Coverage · Xaap Electronic Inspection Reporting · 20% Discount for services not covered under contract · Battery Replacement Coverage (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.) · Remote Service Support · Smoke Detector Cleaning · Customer Portal

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence change of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

File Attachments for Item:

E. Planned Equipment Maintenance Agreement, Cummins (\$19,072.10 plus sales tax)



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 16, 2022
Agenda Item: Planned Equipment Maintenance Agreement, Cummins
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for the Mayor to sign Planned Equipment Maintenance Agreement with Cummins in the amount of \$19,072.10.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda, then proposed motion is as follows:

Move to authorize the Mayor to sign Planned Equipment Maintenance Agreement with Cummins in the amount of \$19,072.10.

Explanation of Issue

The city has a number of generators that need serviced on an annual basis. Cummins would provide that service per the attached agreement in the amount of \$19,072.10. Staff is in the process of updating this agreement to include the generator at city hall and a revised agreement will be provided to the city council prior to the February 16 meeting.

Staff Recommendation

Staff recommends the city council authorize the Mayor to sign Planned Equipment Maintenance Agreement with Cummins in the amount of \$19,072.10.



1/28/2022

City Of White Salmon
PO Box 2139
White Salmon, WA 98672
RE: Planned Maintenance Proposal

Dear Jeff Cooper,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Jeff Wilkins

Jeff Wilkins
PM Sales
Office: (503) 310-4387
Cell:
Email: jeffrey.wilkins@cummins.com



Cummins Inc.
 4711 N. Basin Ave.
 Portland, OR 97217
 Phone: (503) 289-0900
 Fax: (503) 240-5553

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
City Of White Salmon	Name: Jeff Cooper	Quote Date:	1/28/2022
PO Box 2139	Phone: 509-637-0436 Ext: 505	Quote Expires:	3/29/2022
White Salmon, WA 98672	Cell:	Quote ID:	QT-3607
Customer #: 249367	Fax: 509-496-1231	Quoted By:	Jeff Wilkins
Payment Type: Pay As You Go	E-mail: jeffc@ci.white-salmon.wa.us	Quote Term:	5 Year

Site Name: CITY OF WHITE SALMON
 (220 NE TOHOMISH ST WHITE SALMON WA 98672)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
BOOSTER PUMP	1	March	Loadbank (2 Hrs)	1	\$1,501.11	\$1,501.11
Name: STATION	Year 1 Total:\$1,501.11					
Make: Cummins	2	March	Loadbank (2 Hrs)	1	\$1,501.11	\$1,501.11
Model: 400DFCE	Year 2 Total:\$1,501.11					
S/N: A000055597	3	March	Loadbank (2 Hrs)	1	\$1,501.11	\$1,501.11
Size: 400kW	Year 3 Total:\$1,501.11					
ATS Qty: 2	4	March	Loadbank (2 Hrs)	1	\$1,501.11	\$1,501.11
Notes:	Year 4 Total:\$1,501.11					
	5	March	Loadbank (2 Hrs)	1	\$1,501.11	\$1,501.11
	Year 5 Total:\$1,501.11					

The following riders are included for this unit on this quote:
 With Loadbank: Hotel, Meals

Site Name: SEWAGE LIFT PLANT
 (220 NE TOHOMISH ST WHITE SALMON WA 98672)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
SEWAGE LIFT PLANT	1	March	Loadbank (2 Hrs)	1	\$966.38	\$966.38
Make: Kohler	Year 1 Total:\$966.38					
Model: 60RZG	2	March	Loadbank (2 Hrs)	1	\$966.38	\$966.38
S/N: 2112860	Year 2 Total:\$966.38					
Size: 60kW	3	March	Loadbank (2 Hrs)	1	\$966.38	\$966.38
ATS Qty: 1	Year 3 Total:\$966.38					
Notes:	4	March	Loadbank (2 Hrs)	1	\$966.38	\$966.38
	Year 4 Total:\$966.38					
	5	March	Loadbank (2 Hrs)	1	\$966.38	\$966.38
	Year 5 Total:\$966.38					

Site Name: SEWAGE LIFT STATION - CAT
 (220 NE Tohomish St White Salmon WA 98672)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
SEWAGE LIFT STATION - CAT	1	March	Loadbank (2 Hrs)	1	\$619.61	\$619.61
Make: Caterpillar						
Model: D40-6						

S/N: CAT00C44LCAT40056

Size: 40kW

ATS Qty: 1

Notes:

				Year 1 Total:\$619.61	
2	March	Loadbank (2 Hrs)	1	\$619.61	\$619.61
				Year 2 Total:\$619.61	
3	March	Loadbank (2 Hrs)	1	\$619.61	\$619.61
				Year 3 Total:\$619.61	
4	March	Loadbank (2 Hrs)	1	\$619.61	\$619.61
				Year 4 Total:\$619.61	
5	March	Loadbank (2 Hrs)	1	\$619.61	\$619.61
				Year 5 Total:\$619.61	

Site Name:SHOP GENERATOR

(220 NE TOHOMISH ST WHITE SALMON WA 98672)

Unit Name: SHOP GENERATOR

Make: Cummins

Model: 35GGFD

S/N: H030539451

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Loadbank (2 Hrs)	1	\$727.32	\$727.32
				Year 1 Total:\$727.32	
2	March	Loadbank (2 Hrs)	1	\$727.32	\$727.32
				Year 2 Total:\$727.32	
3	March	Loadbank (2 Hrs)	1	\$727.32	\$727.32
				Year 3 Total:\$727.32	
4	March	Loadbank (2 Hrs)	1	\$727.32	\$727.32
				Year 4 Total:\$727.32	
5	March	Loadbank (2 Hrs)	1	\$727.32	\$727.32
				Year 5 Total:\$727.32	

Year 1 Total:*	\$3,814.42
Year 2 Total:*	\$3,814.42
Year 3 Total:*	\$3,814.42
Year 4 Total:*	\$3,814.42
Year 5 Total:*	\$3,814.42

Total Original Amount:	\$20,075.89
Discount:	(\$1,003.79)
Total Agreement Amount:*	\$19,072.10

**Quote does not include applicable taxes*



Cummins Inc.
 4711 N. Basin Ave.
 Portland, OR 97217
 Phone: (503) 289-0900

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of White Salmon PO Box 2139 White Salmon, WA 98672 Customer #: 249367 Payment Type: Pay As You Go	Name: Jeff Cooper Phone: 509-637-0436 Ext: 505 Cell: Fax: 509-496-1231 E-mail: jeffc@ci.white-salmon.wa.us	Quote Date: 1/28/2022 Quote Expires: 3/29/2022 Quote ID: QT-3607 Quoted By: Jeff Wilkins Quote Term: 5 Year

Total Original Amount: \$20,075.89
Discount: (\$1,003.79)
Total Agreement Amount:* \$19,072.10

**Quote does not include applicable taxes*

Comment:

AFTER HOURS EMERGENCY RESPONSE: 503-289-0900

5% DISCOUNT ON A SIGNED 3 YEAR PLANNED MAINTENANCE AGREEMENT.

YOU ARE ONLY INVOICED FOR THE SERVICES AS THEY ARE COMPLETED.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (425) 235-3400 for invoice total prior to sending payment.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours
- 80% of the EPS nameplate kW rating for 2 continuous hours
- Other – Please Specify _____

Please return signed agreement to:

Cummins Sales and Service
 1030 SW 34th St, Suite A
 Renton, WA 98057
 Phone: (425) 235-3400
 Fax: (425) 254-8964

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-3607) Cummins Inc. Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

File Attachments for Item:

F. Approval of Meeting Minutes - December 8, 2021



CITY OF WHITE SALMON
City Council Special Meeting – Wednesday, December 8, 2021
DRAFT
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Ben Giant
Jason Hartmann
David Lindley
Ashley Post
Jim Ransier

Staff Present:

Jan Brending, Clerk Treasurer
Brendan Conboy, Land Use Planner
Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Jason Hartmann, Mayor Pro Tempe called the meeting to order at 6:00 p.m. There were approximately 3 members of the public in attendance via teleconference.

Hartmann welcomed Ben Giant to the city council who has been sworn in.

II. Business Items

A. Proposed Amendments to WSMC 5.02 Short-term Rentals

Brendan Conboy, Land Use Planner led the city council in a review of the proposed amendments to WSMC 5.02 Short-term Rentals. He is hoping the council can identify points of consensus, any areas where there may be disagreement and provide direction to staff. Conboy noted that proposed amendments to the zoning code will also be coming forward.

5.02.005 Findings, intent and purpose.

Ashley Post, Council Member said that she thinks it is a good set of goals but is missing a point that it should consider preserving and considering fairness of owners who short-term rent their homes.

Conboy suggested changing the language of 5.02.005 B.2 to read "Reduce administrative burdens for residents of White Salmon to partake in the local tourist economy;"

Council members agreed.

Jason Hartman, Council Member said that one of the purposes should be to protect the character of residential neighborhoods.

Jim Ransier, Council Member agreed with Hartmann. He said he wants White Salmon to be a community where people live.

Conboy suggested changing the language of 5.02.005 B.5 to read “Mitigate neighborhood disruptions and preserve the character of White Salmon’s residential neighborhoods.”

Council members agreed.

Ken Woodrich, City Attorney said that 5.02.005 A also provides some findings.

5.02.010 Definitions

Ashley Post, Council Member said that she feels the “Contact person” should refer to “local management representative” instead of just “management representative.”

Council members agreed.

Conboy reviewed the proposed changes in the definition of “dwelling unit.” It was agreed to added the word “permitted” to the definition.

Council members supported the proposed changes.

Council members discussed the proposed changes to the definition of “Local area” and agreed to the following wording: “All areas in the Washington counties of Klickitat and Skamania and the Oregon counties of Hood River and Wasco.”

Council members also discussed adding a response time to the definition of “local area.” There was discussion about how to enforce when using a response time. Council members agreed to use the definition identifying the counties.

Council members and Conboy discussed which commercial zones would allow short-term rentals. Council members felt that short-term rentals should be allowed in all commercial zones and agreed to deleting proposed definition of “downtown commercial zone.”

Council members and Conboy discussed the definition of “lodging unit” and agreed to the following language: “Permitted bedroom or permitted sleeping facility not meeting the criteria of a dwelling unit set forth in subsection B above within a primary dwelling unit but which has access to all of the facilities described above.”

Council members discussed the definition of “owner occupancy” and the requirement for providing a previous year’s tax return. Brendan Conboy, Land Use Planner noted Section 5.02.020 A.2 provides additional information regarding “proof of residency.”

Ken Woodrich, City Attorney suggested cross referencing the definition with the appropriate section changing the definition to read “Owner occupancy is demonstrated through meeting the residency requirements of Section 5.02.020 A.2.”

Jim Ransier, Council Member said the requirement for driver’s license should say “current” so that it is not something expired.

5.02.020 Application and fee.

Council members and Conboy discussed section 5.02.020 Application and fee.

Council members agreed to the following language changes to 5.02.020 6 Right to Publish Contact Information: “A statement allowing the city to make owner and contact person phone numbers publicly available at City Hall when requested through a public records request.”

Jason Hartmann, Council Member asked if the city is opened up to liability if it permits short-term rentals.

Ken Woodrich, City Attorney said the city has some certain protections.

Council members agree to the following language changes to 5.02.020 13 Occupancy: “Occupancy limits and number of bedrooms shall be consistent with Sec. 5.02.040.”

Council member discussed fees for obtaining a short-term rental permit. Staff will present additional information for establishing the fees at a future date.

Jan Brending, Clerk Treasurer noted that at the time of adopting codes changes related to short-term rental permits it will be necessary to adopt a resolution making changes to the fee structure at the same time.

Ashley Post, Council Member said she wants to make sure the council finds a healthy balance in determining a fee that helps the city cover its costs but not to overburden the residents particularly if short-term rental owners are asked to limit the number of days they can rent their property.

Ashley Post, Council Member said the codes should refer to a “permit” versus a “license” for short-term rentals. Council members agreed.

5.02.025 Term of annual permit.

Jim Ransier, Council Member asked about the context of using a period 8 years.

Brendan Conboy, Land Use Planner said that one of the comments that came in from the community was that 8 years is the average occupancy of a home.

Ashley Post, Council Member asked why is there a limitation on the number of times a permit can be renewed.

Brendan Conboy, Land Use Planner said it comes back to the idea of equitability to short-term rentals and that there should be a turn over on the short-term rentals that have a cap on how many can be issued. He said this is a method to allow other members of the community to have access to short-term rental permits.

Jason Hartmann, Council Member said the reason for the cap of 8 years is because there is a finite number of short-term rental permits that can be issued.

Brendan Conboy, Land Use Planner said that is correct.

Ashley Post, Council Member said she feels there is a natural process of turnover and that the limitation on renewals is not necessary. She said she is concerned about over-regulating in this area.

Jim Ransier, Council Member said the 8-year renewal is for new short-term rentals. He said he has no problem with new short-term rental permit holders entering into the system but does have some thoughts about existing short-term rental permit holders.

Jason Hartmann, Council Member said that he feels that having the ability to rent out your home for short-term rentals in a residential neighborhood is a privilege that is extended by the city.

Ashley Post, Council Member said there needs to be space for flexibility and creativity in order to own a home in White Salmon.

Jason Hartmann, Council Member said he feels 8 years is an appropriate amount of time for homeowners to budget.

Brendan Conboy, Land Use Planner noted that after 8 years, a property owner is not prevented from reapplying and getting into the queue for a new permit.

Ken Woodrich, City Attorney said that possibly allowing the current short-term rental permit owners apply prior to their permit expiring such as being able to apply 6-months prior to expiration.

Jason Hartmann, Council Member agreed suggesting maybe entering the queue a year prior to expiration.

Ken Woodrich, City Attorney said permit holders should be notified of the expiration.

David Lindley, Council Member said that he feels the language in the proposed code provides an insurance that they will have a permit for 8 years and is better than the current language.

Ashley Post, Council Member said reviewed the goals of the moratorium on short-term rentals noting that it was designed to address nuisances and wanting to look at negative

effects on the housing market. She said that through parking regulations and through good neighbor guidelines and the requirement to only have one short-term rental in a residence area and that it has to be owner-occupied addresses these concerns. Post said she wants to address areas where there are problems. She said she supports the cap of 10% of residential units but would like the city to not be heavy handed. Post said the comprehensive plan requires the city to periodically analyze existing transient facilities and their financial impacts and benefits to the community. She said she would like to delete the maximum number of renewals instead of assuming there is a problem before there is evidence of a problem.

Jason Hartmann, Council Member suggested that another solution would be to consider allowing more than 10% of residential units.

Ken Woodrich, City Attorney asked if someone who had a permit and then had to reapply after 8 years, do they get to renew again for a period of 8 years.

Staff said yes.

Jim Ransier, Council Member said he continues to support the cap on the number of years for renewal. He said someone buying a home now with the new rules can make educated decisions.

Brendan Conboy, Land Use Planner added language to 5.02.025 A noting that if someone had a permit for 8 years and then reapplied the permit would be for an additional 8 years and added language that an existing permit holder could join the queue a year prior to expiration of the permit. He said he will wordsmith the language.

5.02.030 Permitting and renewal procedures.

Council members and staff discussed the permitting process and how conditional use permit applications for short-term rentals should be handled.

Jason Hartmann, Council Member said that when the council discusses fees it will be necessary to consider the cost for a conditional use permit for a short-term rental permit.

Brendan Conboy, Land Use Planner noted that a condition of the conditional use permit is that it would be valid for 8 years – the term of the short-term rental permit.

Ashley Post, Council Member asked how the city will communicate the process and when does a party pay for the permit.

Jan Brending, Clerk Treasurer said that payment for the permit should be paid when it is ready to be issued not when someone applies for the permit as a permit may not be available to be issued. She said information about the status of permits can be provided on the city's website.

Jan Brending, Clerk Treasurer said that there might need to a discussion about different types of fees for a full home or a lodging unit.

David Lindley, Council Member said the review for a conditional use permit for short-term rental should be either administrative or before the planning commission and not at the “discretion” of the planning administrator. He said he feels that is nebulous. Lindley said he is fine with it being administrative. He said that the recourse if it is denied is to appeal it to the city council.

Jason Hartman, Council Member asked if the process was administrative how would appeals be handled.

Ken Woodrich, City Attorney said that the code provides an appeal process. He said he feels the conditional use permit should be reviewed by administration and not the planning commission with appeals to the city council. He does not see having an interim planning commission decision.

There was a consensus of the council to make the conditional use permit decision administrative with appeals to the city council.

The council and staff discussed the process regarding existing 2021 permit holders for short-term rentals. It was agreed that existing permit holders would be referred to as “legacy and that “legacy” should be included in the definition section.

The council discussed whether legacy applied to 2020 permit holders that for some reason did not obtain a 2021 permit.

Jan Brending, Clerk Treasurer said she thinks the original intent was to apply to 2021 permit holders. She said the property owners who held permits in 2020 were notified that they needed to reapply for a 2021 permit. Brending said a handful of permit holders did not reapply in 2021.

David Lindley, Council Member said “legacy” should be reserved for 2021 permit holders.

Ashley Post, Council Member said she agreed.

Brendan Conboy, Land Use Planner asked if council members have comments on the proposal for a 10-year period for legacy permit holders.

Jim Ransier, Council Member said there is no distinction between owner-occupied or non-owner occupied. He said that if it is owner-occupied he has no concerns about putting no limits and letting them continue indefinitely. Ransier said they would get the rules as they were when they obtained their current permit. He said non-owner-occupied would have a limit whether that is 8 years or 10 years.

Jason Hartmann, Council Member said he thinks 10 years is too long for non-owner occupied. He said that managing two sets of data might be challenging. Hartmann said that 8 years seems reasonable for people to plan ahead.

Ashley Post, Council Member said that currently the council does not know how many of the current permit holders are owner-occupied versus non-owner occupied. She said that agrees providing 10 years for owner-occupied but the city is wanting to move away from second homes being rented. Post said 5-years for non-owner occupied is reasonable.

David Lindley, Council Member asked if 10-years for homeshares and 10 years for vacation homes if primary residence are provided. He said that he is trying to understand what applies.

Brendan Conboy, Land Use Planner said that this applies to legacy holders and how they handle their property currently. He said that legacy allows the homeowner to continue to short-term rent their property for a certain period of time without meeting the requirements of the new codes when a new short-term rental permit is issued. Conboy said that under the existing rules there was no distinction between owner-occupied or non-owner-occupied.

Jason Hartmann, Council Member said he wants to see residential uses in residential zones and away from commercial uses in residential zones except as a secondary use.

Jan Brending, Clerk Treasurer asked Ken Woodrich if the city should be making distinctions with “legacy permit holders” when the current codes did not make that distinction. She said there are 36 permits that did not identify as owner-occupied or not. Brending asked if there is a legal issue in making a distinction in the new code for “legacy” permits.

Ken Woodrich, City Attorney provided information on vesting. He said the city can have a reasonable period to abate nonconforming uses.

Jason Hartmann, Council Member said that it appears determining a legal rule that applies to those short-term rentals that previously had permits and not identifying whether they are owner-occupied or not. He said he would prefer to allow the renewals of permits for legacy short-term rentals to be five years.

Jim Ransier, Council Member said that he might want to change it to longer than 10 years. He said that previously all he really carried about was non-owner occupied short-term rentals. Ransier said he has some empathy and sympathy for current permit holders who made decisions based on obtaining those permits. He said he would like to be more accommodating to the owner-occupied concept.

Jason Hartmann, Council Member noted that they would still be able to get a short-term rental permit after the sunset period as long as the cap has not been reached.

Ben Giant, Council Member said he agrees with not making a distinction of owner-occupied or not for legacy permits. He said he feels 8 years which is the renewal for a new short-term permit might be more manageable.

Jan Brending, Clerk Treasurer said there are a number of existing short-term rentals that do not have permits where a property owner could try to argue that it is existing unless the definition of legacy is very specific, i.e. the 2021 permit holders. She said that if legacy is defined in the definition section it needs to be very clear.

Jim Ransier, Council Member said that he feels 8 years is a compromise. He said maybe in the cap section there could be some flexibility for legacy versus non-legacy short-term rentals.

Jason Hartmann, Council Member asked if the legacy permit holders would have no limits on nights.

Brendan Conboy, Council Member said yes because there is no limit under the existing code.

David Lindley, Council Member said he feels the issue is how long does the city want the current conditions as written in existing code to sunset and that the draft language provides for 10 years. He said that would only apply to 36 permits. Lindley said that property owners can reapply after the sunset period. He said if in the future the city is bumping up against the cap he feels it is one of the easiest sections to change in the code.

Brendan Conboy, Land Use Planner said he agrees.

Jason Hartmann, Council Member said he seems to be hearing a consensus of 8 years for the sunset of legacy permits for simplicity.

David Lindley, Council Member said that if it was 10 years it would show a priority to those already permitted.

Jan Brending, Clerk Treasurer said it will be important to note that property owners would have to meet all of the requirements once they come out of the legacy status.

Ken Woodrich, City Attorney asked how soon can someone enter into the queue? He said there should be some period where a property owner can enter the queue.

Jason Hartmann, Council Member said that he thinks up to one year prior to the expiration. He said that permits expire on January 31 than applicants could enter the queue on February 1 of the prior year.

Council members agreed to being allowed to enter the queue one year prior to expiration.

Jan Brending, Clerk Treasurer said that defining when people could enter to the queue should apply to everyone who holds a permit that will require reapplication.

Jim Ransier, Council Member said he still feels providing for 10 years of renewal for legacy permit holders should be provided. He said it provides an acknowledgement that they are different from new permit holders.

Ashley Post, Council Member said she agrees.

There was a consensus of the council to provide for a 10-year sunset of legacy permit holders.

Jason Hartmann, Council Member said determining how the queue is administered is necessary. He asked if there are different rules for entering the queue based on if you have a permit or if you don't have a permit.

Ashely Post, Council Member suggested that it should roll over.

Jim Ransier, Council Member said that legacy permit holders should be able to enter the queue a year prior to their permit expiring just like new permit holders would be able to do.

The city council took a 5-minute break at 8:08 p.m.

The city council resumed at 8:13 p.m.

Ashley Post, Council Member said that she would be fine with a 50%/50% ratio between hosted homeshares and vacation home rental permits or doing away with the ratio completely. She asked Brendan Conboy, Land Use Planner about the background regarding the recommended ratio and if the ratio was kept how would it play out.

Jason Hartmann, Council Member said he would be interested in scrapping the ratio.

Brendan Conboy, Council Member said the rationale was trying to control the whole rental versus those who wanted to rent out a portion of their home or an accessory dwelling unit. He said it would create some additional administrative burden to figure out.

Ashley Post, Council Member said that she would be fine with scrapping the ratio.

Ben Giant, Council Member asked about providing a deference to owner-occupied rentals and whether the ratio provides that deference to hosted homeshares. He said if that is not the case then he wonders what the point is.

Jason Hartmann, Council Member said that if the owner-occupied requirement is already being met then it seems arbitrary.

Jim Ransier, Council Member said he is okay with removing the ratio. He asked where in the code does it say that owner-occupied is only allowed.

Ben Giant said he has the same question.

Brendan Conboy, Land Use Planner noted that “proof of occupancy” addresses the issue of owner-occupied.

Jason Hartmann, Council Member said the definitions of hosted homeshare and vacation rental also clarify the issue.

David Lindley, Council Member said that is still thinking the ratio over. He said he feels it is trying to carve out space and deference to those property owners who are buying a home and subletting a portion of it for short-term rentals to pay the mortgage.

Brendan Conboy, Land Use Planner said the distinction between hosted homeshare and vacation home rentals comes from Hood River. He said the planning commission changed the definitions slightly by including accessory dwelling units. Conboy said Hood River does not accessory dwelling units to be used for short-term rentals.

Ashley Post, Council Member said that some individuals may not do a hosted homeshare due to living situation but would occasionally do a vacation home rental when they are on vacation and that money helps supplement the mortgage.

There was a consensus of the council to delete the ratio.

Jan Brending, Clerk Treasurer reminded the city council that needed to discuss section D.2 which provides a 10% cap on permits outside of the downtown commercial core. She asked the council if that is the cap they want to use.

Jim Ransier, Council Member said he is fine with C. He said he had noted that he may have considered a lower percentage but is good with the 10%.

Jason Hartmann, Council Member said he would be fine with a higher percentage but David Lindley made a great point that he if the caps are reached the city council can always consider changing the cap.

Ben Giant, Council Member asked what 10% would be.

Brendan Conboy, Land Use Planner said there are approximately 1268 homes in the city limits and that 10% would be 128. He said 64 would be 5%. Conboy said he thinks 10% is a little high.

Jim Ransier, Council Member said that Brendan Conboy had talked about percentages in a previous presentation.

Brendan Conboy, Land Use Planner said that above 5%, generally speaking, is a pretty high number of the housing stock to short-term rentals ratio.

Jason Hartmann, Council Member asked if that included the owner-occupied requirement.

Brendan Conboy, Land Use Planner said no and that is an interesting component. He said he does not think there is a clear study about making distinctions between owner-occupied or not. Conboy said the owner-occupied requirement may justify making the gap higher.

Jason Hartmann, Council Member asked what Hood River is doing.

Brendan Conboy, Land Use Planner said Hood River does not use a cap and uses owner-occupied restrictions.

Jason Hartmann, Council Member said that if the city requires owner-occupied residency, then the percentage does not need to be kept low. He said he does not feel neighborhoods will turn into short-term rental neighborhoods due to the owner-occupied requirement.

Ben Giant, Council Member said he likes 10%. He said the council can always adjust the number up or down in the future if there is a reason to do so.

David Lindley, Council Member said he is comfortable with how C is written and using 10% in D.

Downtown Commercial Core

Jason Hartmann, Council Member said he is okay with the language as written regarding downtown commercial core.

Jim Ransier, Council Member asked where the city has landed on defining downtown commercial core versus using the commercial zoning.

Jason Hartmann, Council Member said he advocates for treating all commercial areas equally.

Jim Ransier, Council Member said he agrees.

Brendan Conboy, Land Use Planner said that as currently written units in the commercial core would not count towards the overall cap. He asked if the council is in agreement with that.

Jason Hartmann, Council Member said he would like that to continue.

Jim Ransier, Council Member said he has always been onboard with short-term rentals operating in the commercial zones as a business is appropriate.

Ben Giant, Council Member said he agrees.

Jason Hartmann, Council Member asked where the city would address the first floor or second floor requirement if allowing a short-term rental.

Brendan Conboy, Land Use Planner said it was not fully addressed in this specific code because it better falls within the zoning. He said he does not see why it couldn't be addressed here.

Jason Hartmann, Council Member said he feels it is something the city council should discuss but it doesn't necessarily need to be included in this particular code.

Brendan Conboy, Land Use Planner said that he intends to bring it up at the end of the meeting and then provide some direction to the planning commission.

Jan Brending, Clerk Treasurer said that she does not think the council has provided a consensus of direction on the issue of downtown commercial core area versus all commercial zones.

Ben Giant, Council Member said that he feels all commercial zones should be treated equally.

There was a consensus of the council that short-term rentals should be allowed in all commercial zones.

Jim Ransier, Council Member asked if the council is comfortable with allowing short-term rentals in commercial zones where short-term rentals take up valuable commercial space.

Jan Brending, Clerk Treasurer said that current codes only allow a percentage of the space to be used for residential purposes and that requires a conditional use permit. She said that "hotel units" would be differently. She said the proposed codes says that of the permitted residential units in a commercial space only 30% of them can be used for short-term rentals. Brending said it will limit short-term rentals in a commercial zone not including a "hotel-type structure."

Jason Hartmann, Council Member said that if short-term rentals are considered commercial uses then that would be an outright use in a commercial zone.

Brendan Conboy, Land Use Planner said that in the future when the city updates its zoning there might be the opportunity to make a distinction between industrial and commercial zoned area.

Jan Brending, Clerk Treasurer said that F states “Failure to exercise the permit will result in nonrenewal.” She asked about the intent, i.e. can someone apply for a short-term rental permit but then they never rent out the property because they might want to use it someday.

Brendan Conboy, Land Use Planner said if someone gets a permit and then wants a line in the queue or can you hold onto the permit and keep renewing it for years and years.

Jason Hartmann, Council Member suggested added language to the end of the sentence “if a queue exists.” He asked why would the city care if someone renews a permit if no one is waiting on a permit.

Jan Brending, Clerk Treasurer asked how the city will determine if they have exercised the permit – should the word “exercised” be defined.

Ken Woodrich, City Attorney said he feels it is a solution waiting for a problem. He does not think anyone would go through the process to get a permit if they are not planning on using it. He suggested deleting the sentence.

Jason Hartmann, Council Member said he does not think the city may not want someone sitting on a permit that is not generating revenue for the city when there is a queue with people waiting on permits. He said this could be a problem someday.

Brendan Conboy, Land Use Planner said he believes at this time removal of the sentence is best.

Ken Woodrich, City Attorney said that if the city gets to the point where there is queue the council can always increase the percentage and make permits available.

Jan Brending, Clerk Treasurer said the tracking software should provide information on whether properties that have a permit are actually being rented out.

There was council consensus to remove the sentence “Failure to exercise the permit will result in nonrenewal.”

Ken Woodrich, City Attorney asked if the council wants to wordsmith the language regarding about entering into the queue one year prior to permit expiration.

Jason Hartmann, Council Member said that if an individual is in the queue they are looking for a permit with next permit period.

David Lindley, Council Member said that queue also needs to be in the definitions and then point back to the appropriate section in the code.

5.02.035 Criteria for Approval and Renewal of a Permit

Jason Hartmann, Council Member asked if solid waste collection is required for everyone in the city.

Jan Brending, Clerk Treasurer said yes.

Jason Hartmann, Council Member asked if the language needed to be included in this particular code or is it to remind people.

Jan Brending, Clerk Treasurer said it is good to remind people.

Jason Hartmann, Council Member asked if it good just reference the city's code on solid waste collection.

Jan Brending, Clerk Treasurer said solid waste collection is an area where some general complaints about garbage have been received.

There was a consensus to include a reference to the city's solid waste code.

Ashley Post, Council Member said a previous section address incomplete applications but she where the code talks about permit renewal it talks about being in compliance it will not be renewed and suggested adding another section to the renewal section about incomplete applications.

The council agreed.

5.02.040 Operational Requirements

Jan Brending, Clerk Treasurer said the references to "downtown core area" needs to be changed to "commercial zones."

Jason Hartmann, Council Member suggested adding the word "permitted" in the table of Section A.

The council agreed.

Ashley Post, Council Member suggested for conforming short-term rentals in residential zones that the number of nights per year be increased to 180. She thinks this is an area the city could provide a little bit more flexibility.

Jason Hartmann, Council Member said that he feels 150 nights is pretty generous.

Jan Brending, Clerk Treasurer noted that is five months. She said 180 hours would be six months out of the year.

Jason Hartman, Council Member said he feels less is better so that individuals don't transfer their residential address to White Salmon but continue to live most of the year somewhere else. He said that most short-term rentals would not be occupied 180 nights per year normally.

David Lindley, Council Member said he agrees. He said this would allow someone to rent out their home every weekend for three days.

Jim Ransier, Council Member said that Hood River allows even a smaller number of nights. He said he likes the intent as it is written. Ransier said the smaller the number is better.

Jason Hartmann, Council Member asked if any council members think 150 nights is too large a number.

Ashley Post, Council Member said no.

Jason Hartmann, Council Member said he thinks it is too many and would support 120.

Jim Ransier, Council Member said that he had originally noted 120 but maybe 150 is a compromise.

Ben Giant, Council Member said 150 seems generous and is struggling to find examples to support renting out at 180 nights per year. He said that 120 seems to be moving in the wrong direction at this stage.

Ashley Post, Council Member said why shouldn't the city be generous. She said she thinks it would be smart to wait and see how it works. Post said she could see the need for someone to rent out for more than 150 days if they are in between jobs and need to go stay with a family member and rent out their home.

David Lindley, Council Member said that he is fine with the 150 nights per year. He said that seems generous – it is 40% of the year. Lindley said that would indicate that you are only occupying your home for 60% of the year and that seems like the minimum if you are truly making this your home.

David Lindley, City Council said that he had questions about the "front-yard" not being used for parking. He said he does not know that it works.

Jason Hartmann, Council Member asked about the requirement of "hard surfaced."

Jan Brending, Clerk Treasurer said that “hard surfaced” means asphalt or concrete.

Jason Hartmann, Council Member said there are a lot of gravel driveways in White Salmon.

Brendan Conboy, Land Use Planner said the language comes from the City of Hood River’s ordinance.

Jim Ransier, Council Member said he would like to include gravel in “hard surfaced.” He said maybe the section should just address off-street parking versus “hard surfaced.” Ransier asked about the context of “two bedrooms” versus “three bedrooms.”

Jan Brending, Clerk Treasurer said that it is not always a family that rents a short-term rental and there could be two or three cars coming to the rental. She said one parking space for every 2 bedrooms might be applicable. Brending said that with the construction of a new home two off-street parking spaces have to be provided regardless of how many bedrooms are included.

Jim Ransier, Council Member asked if you could just make it a maximum of two parking spaces.

Jason Hartmann, Council Member said he would not support that because you could have a 6-bedroom home that is being rented out that will need more parking.

Jan Brending, Clerk Treasurer said there may be some challenges for existing homes that do not have off-street parking and are not located on an alleyway or have a corner lot. She noted that the requirement for parking may eliminate some people from people able to short-term rent their home.

Jim Ransier, Council Member said that is why he supports a maximum of 2 parking spaces.

Jan Brending, Clerk Treasurer said that there are existing homes and because of the way the property is situated, and the home is located on the property there is no way to provide any off-street parking.

Ben Giant, Council Member is most worried that this would eliminate the opportunity for some of those parcels as Jan Brending mentioned for short-term rentals. He said but putting that aside he agrees with the ratio that is presented. Giant said is interested in the number of properties that might be eliminated because they don’t currently have off-street parking and cannot provide it.

Jan Brending, Clerk Treasurer said it will most likely be in the older core residential areas.

Jason Hartmann, Council Member asked if they could apply for a variance.

Ashley Post, Council Member said if someone could not provide off-street parking then there might need to be a limit on how many vehicles can be associated with the stay at the short-term rental.

Jim Ransier, Council Member said that with a 5-bedroom home it would need 3 off-street parking spaces which is more than if a new homes was being built today. He suggested using a minimum of 1 and a maximum of 2.

Jason Hartmann, Council Member said he suspects this requirement is to protect the neighbors.

Jim Ransier, Council Member said he is good as it is written.

Ashley Post, Council Member said that she agrees that you put more people in a vacation rental then you would in a normal living situation.

The council consensus was they were good with the language in B and C.

Jim Ransier, Council Member said he wonders if “events” in D is too broad. He suggested qualifying the number of people attending the events.

Jason Hartmann, Land Use Planner said he feels the occupancy addresses the issue.

There was a consensus to delete 1 under D related to “events.”

Jan Brending, Clerk Treasurer suggested using a radius within the property instead of saying “abutting and adjacent to the property.” She said the language has been taken very literally that while using a radius takes care of people who are across the street or possibly two houses down.

There was a consensus of the council to change the language in “Notice to Neighbors” to provide a flier to all property owners within the boundaries of a radius of 150-feet of the property boundary permitted as a short-term rental.

Jason Hartmann, Council Member said that the availability to the public should match what the council previously discussed.

Ben Giant, Council Member said that everywhere else in the document the wording “owner or owner’s agent” is used and suggested making sure there is consistency.

Ashley Post, Council Member said that “contact person” is used in definitions.

Jason Hartmann, Council Member suggested making sure everything is consistent.

Ashley Post, Council Member asked about the language where people can file complaints.

Jan Brending, Clerk Treasurer said that Section G “Response to Complaints” addresses how complaints are handled. She said ideally residents should complain to the owner or agent first and then if it isn’t being resolved then they would contact the city.

Ashley Post, Council Member asked about E the requirement for mandatory interior postings. She suggested the information needs to be communicated with renters in advance Post said she likes the idea of directing the owner to communicate with the renter.

Jason Hartmann, Council Member said he feels it is unenforceable and shouldn’t be in the code.

Jan Brending, Clerk Treasurer said that RCW 64.37 provides some additional information that is required specifically information that has to be posted emergency contact information, floor plan identifying fire exits and escape routes and maximum occupancy.

The council agreed.

Jason Hartmann, Council Member said that inspections are required and if the information is not available then the inspection doesn’t pass.

5.02.050 Violations – Penalties

Jim Ransier, Council Member said that for B1 instead of calling out 150 days and just reference the section above so don’t have to change it if changed in the future.

Ken Woodrich, City Attorney said adding the language “or exceeding rental days per WSMC XXXX” at the end of the sentence.

5.02.055 Appeals

Ashley Post, Council Member said she is confused by the first sentence of C which reads “An appellant is required to file a written notice of appeal including the basis for the appeal within fourteen calendar days of the permit determination being appealed.”

Jan Brending, Clerk Treasurer suggested deleting the words “being appealed.”

There was consensus of the council to accept Brending’s suggestion.

5.02.050 Discontinuance of Short-Term Rental Occupancy

Jim Ransier, Council Member asked if the penalty should be more severe.

Jason Hartmann, Council Member said that he believes there are other codes that provide for the penalty.

Jim Ransier, Council Member said that maybe the time period for not being eligible for a short-term rental permit should be longer than one year. He said he feels two years is more reasonable.

Ken Woodrich, City Attorney said he feels there would be more appeals if the time limits is increased.

Jim Ransier, Council Member said he does not have strong feelings on this issue.

There was no change.

Ashley Post, Council Member said she has a general question. If someone has a hosted homeshare are they limited to only one room that they can short-term rent.

Brendan Conboy, Land Use Planner said that under hosted homeshare it includes a room in the house or an accessory dwelling unit.

Ashley Post, Council Member asked if they could be renting out the accessory dwelling unit and two different rooms in the house.

Brendan Conboy, Land Use Planner said most property owners are going to rent out the accessory dwelling unit and not both.

Ashley Post, Council Member asked if there were three different listings would there be one permit.

Brendan Conboy, Land Use Planner said that as currently proposed a property owner is only allowed one-short-term rental per property. He said you could not have multiple listings per property.

Jan Brending, Clerk Treasurer said a property owner, if they owned an accessory dwelling unit, would have to choose to rent out either rooms in the home or the accessory dwelling unit. She said the renting out of two rooms in a home would have to be one listing.

Jason Hartmann, Council Member said that you cannot have a vacation home rental and a hosted homeshare on the property.

Brendan Conboy, Land Use Planner said that they were very insistent that it is only one unit per property. He said that if someone had a triplex then they would only be allowed to rent out one of the units not two or three. Conboy said he would be willing to provide clarification if necessary.

Jim Ransier, Council Member asked what are the next steps.

Brendan Conboy, Land Use Planner said that zoning questions will be brought up to the planning commission and it will be brought back to the council.

Ashley Post, Council Member said that the issue of how short-term rentals would be handled if annexed from the urban exempt area.

Jason Hartmann, Council Member said he feels they could be treated as a legacy.

Jim Ransier, Council Member said that if there was an approved short-term rental in the county and the property was annexed it could be allowed as a legacy.

Brendan Conboy, Land Use Planner said that is complicated because the county has not been approving short-term rentals. He said he does not feel there are a number of legacy permits in the county but could address it if necessary in the future.

Ashley Post, Council Member asked if there are currently any annexations in the works.

Brendan Conboy, Land Use Planner said no.

Jan Brending, Clerk Treasurer asked if Brendan Conboy, Land Use Planner wanted input from the city council about maintaining the street level in the commercial zones for commercial purposes.

David Lindley, Council Member said that it will be helpful for staff to look at several fee structures and bring them back to the council. He said that the street-level issue could be addressed first at the planning commission first and then bring it back to the council.

Brendan Conboy, Land Use Planner said that is a good approach.

III. **Adjournment**

The meeting adjourned at 9:50 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

G. Approval of Meeting Minutes - January 5, 2022



CITY OF WHITE SALMON
City Council Meeting – Wednesday, January 5, 2022
Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Ben Giant
Jason Hartmann
David Lindley
Ashley Post
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Russ Avery, Public Works Operations
Manager
Mike Hepner, Police Chief
Brendan Conboy, Land Use Planner
Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 6:00 p.m. There were approximately 15 members of the public in attendance via teleconference.

II. Changes to the Agenda

Jan Brending, Clerk Treasurer requested that Items J and K be removed from the Consent Agenda and that items B, C, and D, be removed from the Business Items. She said these will be presented at the January 19 city council meeting.

Moved by David Lindley. Seconded by Jason Hartmann.

Motion to remove items J. Approval of Meeting Minutes, December 8, 2021 and K. Approval of Meeting Minutes December 15, 2021 from the Consent Agenda and remove items B. Collectively Bargained Agreement, Police Department, C. Collectively Bargained Agreement, Municipal Employees and D. Resolution 2022-01-533, Adopting salary Matrix for 2022. CARRIED 5-0.

III. Consent Agenda

- A. Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP)
- B. Subscriber Agreement, Public Safety Testing 2022-2024 (\$552 annually with annual increase of 3%)
- C. Agreement for Incarceration of City Prisoners (2021-2022, \$13,000 per year)
- D. Public Works Contract Change Order, Klickitat Tree – Increasing Amount by \$7,525 and Extending Contract Date to March 31, 2022
- E. Resolution 2022-01-534, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies

- F. Memorandum of Understanding, Bingen-White Salmon Police Department and Comprehensive Healthcare and Business Associate/Qualified Organization Agreement
- G. Approval of Meeting Minutes, November 17, 2021
- H. Approval of Meeting Minutes, November 29, 2021
- I. Approval of Meeting Minutes, December 1, 2021
- J. ~~Approval of Meeting Minutes, December 8, 2021 (REMOVED)~~
- K. ~~Approval of Meeting Minutes, December 15, 2021 (REMOVED)~~
- L. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 5th day of January 2022.

Type	Date	From	To	Amount
Claims	12/30/2021	37693	37730	271,005.60
	1/5/2022	37731	37742	192,392.27
			Claims Total	463,397.87
Payroll	12/20/2021	EFT	EFT	73,577.07
	12/20/2021	37674	37681	2,945.34
	1/5/2022	EFT	EFT	116,263.96
	1/5/2022	37691	37692	787.70
			Payroll Total	193,574.07
Manual Claims	12/22/2021	37682	37685	2,569.10
	12/28/2021	37686	37690	12,045.68
	12/31/2021	EFT	EFT	8,180.10
			Manual Total	22,794.88
			Total All Vouchers	679,766.82

**Moved by Ben Giant. Seconded by Jim Ransier.
 Motion to approve Consent Agenda as presented. CARRIED 5-0.**

IV. Public Comment

There was no general public comment.

V. Presentations

A. Gorge Pass

Kathy Fitzpatrick, Mid-Columbia Economic Development District; Sharon Carter, Mt. Adams Transportation Services; Patty Fink, Columbia Area Transit made a presentation

about the newly developed Gorge Pass which allows residents to access transit on both sides of the river and to travel into Portland.

VI. Business Items

A. Proposed Amendments to White Salmon Municipal Codes Related to Short-term Rentals

Brendan Conboy, Land Use Planner provided an overview of the process to date to update the city's short-term rental codes and identified the meetings and public hearings held with the planning commission and city council. He said tonight the city council is holding a public hearing on the proposed amendments to Title 17 Zoning related to short-term rentals and to WSMC 5.02. Conboy said the council can make recommendations to the city council to prepare ordinances for adoption on February 2. Conboy said the ordinance amendments must also go through the State Environmental Protection Act process. He noted that an ordinance providing for a six-month extension of the short-term rental moratorium will be presented at the next city council meeting in order that the council can complete the ordinance amendment process.

Jim Ransier, Council Member thanked Conboy for including the feedback and that the simplified comparison was very useful.

Ashley Post, City Council Member asked if the extension of the moratorium would be for a full six months.

Ken Woodrich, City Attorney said state statute requires that the extension be for a minimum of six months, but the city council can end it sooner.

WSMC 5.02 Short-term Rentals

Brendan Conboy, Land Use Planner said a definition of "queue" has been added to the proposed amendments. He reviewed the proposed definition.

Jim Ransier, Council Member said there had been some discussion about when to enter the queue and was wondering if that was defined in the definition or somewhere else in the codes.

Brendan Conboy, Land Use Planner said that he believes it is identified elsewhere but will include a cross reference.

Jason Hartmann, Council Member asked if there would be separate queues for hosted homeshares and vacation home rentals. He said he does not think the council discussed whether there should be separate permits for hosted homeshares and vacation home rentals.

Brendan Conboy, Land Use Planner said that the city got rid of the percentage split between hosted homeshares and vacation rentals and therefore there are not two queues.

Jason Hartmann, Council Member asked if a property owner would be permitting a hosted homeshare or a vacation home rental.

Brendan Conboy, Land Use Planner said that the rules are the same for hosted homeshares and vacation home rentals but you have to choose one or the other.

Jason Hartmann, Council Member said he is worried about trying to create two sets of rules. He said the distinction needs to be made clear.

Jan Brending, Clerk Treasurer said that under the current proposed rules an applicant would identify whether they are applying for a hosted homeshare – a part of the main home or the use of an accessory dwelling unit or a vacation home rental – the rental of the entire home. She said a vacation home rental is limited to a certain number of nights per year and the hosted homeshare has unlimited nights for rental. Brending said the permit issued would identify the property as a hosted homeshare or a vacation home rental and would note any limitations.

Jason Hartmann, Council Member asked if there are any concerns in that process.

Jan Brending, Clerk Treasurer said that is why the city has purchased tracking software.

Jason Hartmann, Council Member asked if the tracking software will be able to make the distinction.

Brendan Conboy, Land Use Planner said yes.

Jim Ransier, Council Member said that then means there is one queue or are two queues needed to keep track of the two types.

Brendan Conboy, Land Use Planner said just one because the city is not distinguishing between the two types for the total number of permits to be issued. He said this would apply in residential zones.

Jason Hartmann, Council Member asked if there would be a separate queue for commercial zones due to 30% of residential units.

Brendan Conboy, Land Use Planner said not necessarily because the 30% of residential units applies to the units on a given property not all residential units within the commercial zones.

Marla Keethler, Mayor noted that council members can come back to any of the sections if the public comments raise questions or concerns.

Jan Brending, Clerk Treasurer suggested adding the language that the queue applies to hosted homeshares and vacation home rentals in residential zones.

Brendan Conboy, Land Use Planner said the council can talk about the fee schedule at a different meeting if the city council wants to. He reviewed the exemption process for a legacy permit holder.

Jan Brending, Clerk Treasurer said there are a number of short-term rental permits in 2021 but a certain number of them were fully permitted prior to the moratorium and then a certain number of them were issued during the amnesty period of the moratorium. She said it was her understanding the legacy short-term rentals were those that were in existence prior to the moratorium. Brending said that comes from a discussion back in December.

Jason Hartmann, Council Member said that if someone came in legally during the amnesty period than they should be considered a legacy also.

Jim Ransier, Council Member said he is supportive of that.

Jason Hartmann, Council Member asked if they were issued a permit.

Jan Brending, Clerk Treasurer said yes.

Ashley Post, Council Member and David Lindley, Council Member said they are both supportive of all 2021 permit holders becoming a legacy.

Jason Hartmann, Council Member said the “legacy” should be added to the definition section.

Brendan Conboy, Land Use Planner said he can do that.

Brendan Conboy, Land Use Planner said the public hearing deals with four sections related to Title 17 Zoning. He reviewed the proposed amendments.

WSMC 17.08 Definitions

Brendan Conboy, Land Use Planner said he will add a note to add the definition of “legacy short-term rental” to the definitions. He said he added a clarifying sentence to the definition of “dwelling unit” noting that the definition of “dwelling units” in WSMC 5.02 is different than this definition. Conboy said a definition of hosted homeshare was added.

Ben Giant, Council Member asked if legacy does not distinguish between owner-occupied and second-home owner.

Brendan Conboy, Land Use Planner said it does not. He said it applies to anyone that held a permit in 2021.

Brendan Conboy, Land Use Planner said there are a number of short-term rentals in the commercial zones that were permitted as outright use and they are vested and the 10-year limitation does not apply. He said that if you had a commercial operation and you applied for a commercial use cannot take away the vested right.

Ken Woodrich, City Attorney said vesting applies to the land use codes in effect at the time an approved building code permit or approved land use decision was made. He said they are entitled to having the laws apply at the time the building permit application or land use application was submitted. Woodrich said the short-term rental permit has to be part of the building permit or land use application and decision.

Brendan Conboy, Land Use Planner said the definition was clarified to include hosted homeshares and vacation home rentals.

Marla Keethler, Mayor asked if the definition needs to address short-term rentals in the commercial zones.

Ken Woodrich, City Attorney said the word “residential” should be removed because it adds confusion.

Marla Keethler, Mayor said the wording might need to be slightly refined to address all three variations of short-term rentals including those in commercial zones.

Jan Brending, Clerk Treasurer suggested eliminating “residence owner” and use “property owner.”

David Lindley, Council Member asked if there is a third use related to commercial zones because the use in a commercial zone is not a hosted home share or vacation home rental.

Brendan Conboy, Land Use Planner said that in a commercial zone it makes more sense to just issue a short-term rental, i.e. it would not be a hosted homeshare or a vacation home rental. He said to include the term “short-term rental” as one of the lodging uses.

Jan Brending, Clerk Treasurer suggested use the wording “Short-term rental means a lodging use per Chapter 5.02 and Chapter 17.57 that is not a hotel or more or bed and breakfast....”

There was consensus to use that language.

Jim Ransier, Council Member said is the words “or operator” being left in or deleted.

Brendan Conboy, Land Use Planner said the words should be left in because the operator could be making the application for the property owner.

Brendan Conboy, Land Use Planner reviewed the definition for vacation home rental.

Jason Hartmann, Council Member asked if it should include the wording “in a residential zone.”

Marla Keether, Mayor said it appears to clarify it.

Ben Giant, Council Member said he does not see the harm in adding it and it provides more clarity.

Jim Ransier, Council Member said that a hosted homeshare includes accessory dwelling units. He asked if a vacation home rental that has an accessory dwelling unit also. Ransier asked if the accessory dwelling unit could not be rented or could it be included.

Jason Hartmann, Council Member said that he believes that the proposed code only allows the property owner to get one permit but the vacation home rental could include the accessory dwelling unit.

Brendan Conboy, Land Use Planner said that a property owner with an accessory dwelling unit will have to make the decision to apply for a hosted homeshare and identify whether they want to rent out a portion of their home or the accessory dwelling unit or apply for a vacation home rental to rent out the entire house and occupy the accessory dwelling unit while renting out the house.

Jason Hartmann, Council Member said that the property owner who applied for a vacation home rental could also put more people in the accessory dwelling unit if they wanted to. He asked if the city care or not.

Jan Brending, Clerk Treasurer asked a clarifying question that if a property owner owned a home that also had an accessory dwelling unit. She asked if a property owner chose to do a vacation home rental would it include both the main home and the accessory dwelling unit.

Brendan Conboy, Land Use Planner said that a property owner has to choose either a hosted homeshare or vacation home rental permit.

Ashley Post, Council Member said that she thought if a property owner was selecting a vacation home rental, they could do both together but could not have two separate permits, i.e. that the accessory dwelling unit would be part of the main home rental but could not have two separate listings.

Brendan Conboy, Land Use Planner said that was not his intent when developing the codes and suggested including language that a vacation home rental does not include accessory dwelling units.

Jason Hartmann, Council Member could see that an individual could live in the accessory dwelling unit and renting out the entire home and calling it a hosted homeshare.

Brendan Conboy, Land Use Planner said that if they want to rent out the entire main home they would need to apply for a vacation home rental. He said that if a property owner chose to live in the accessory dwelling unit they could rent out the main home as a vacation home rental.

Brendan Conboy, Land Use Planner added clarifying language to the definition.

Marla Keethler, Mayor said it might be helpful to state that an accessory dwelling unit is not recognized as a primary residence. She said this might be an issue to come back to after public comment.

WSMC 17.48 General Commercial Districts

Brendan Conboy, Land Use Planner reviewed the proposed changes to WSMC 17.48 General Commercial districts specifically to 17.408.020 E adding language that “hospitality” does not include short-term rentals with a reference to conditional use in residential districts. Conboy said language was added to 17.48.030 related to conditional uses in commercial zones. He said short-term rentals were added as a conditional use in commercial zones.

Jan Brending, Clerk Treasurer said that in commercial zones the permit is for a short-term rental and not a hosted homeshare or vacation rental.

Jason Hartmann, Council Member said that it appears the city will be doing away with the terms hosted homeshare or vacation home rental in commercial zones and just referring to short-term rentals.

Brendan Conboy, Land Use Planner said that is the consensus.

WSMC 17.57 Hosted Homeshares and Vacation Home Rentals

Brendan Conboy, Land Use Planner said reviewed the new addition to Title 17. He noted that he will change the title to include the term “short-term rental.” He said the language is similar to the proposed changes in WSMC 5.02 Short-term Rentals. Conboy said the language has been added regarding parking and cross referencing with other zoning codes related to parking. He reviewed the language regarding short-term rentals in commercial zones noting that the percentage of residential units allowed for a short-term rental is based on parcel and not building.

Jan Brending, Clerk Treasurer noted that when it talks about short-term rentals in the commercial zones it should delete the wording hosted homeshare and vacation home rental and only use short-term rental.

There was a consensus to make sure that language addressing both commercial and residential refer to all three types of short-term rentals.

Jason Hartmann, Council Member suggested using “short-term rental” as it includes all three.

Brendan Conboy, Land Use Planner said that 17.457.060 Prior Existing (Nonconforming) Use, Section A added language stating that it is not apply to existing “legacy” uses in commercial zones which were permitted by outright use.

Marla Keethler, Mayor said there is one section that she would like to flag for discussion later in that residential zones includes the Mobile/Manufactured Home Residential District (MHRP). She said she is concerned that it would be open to short-term rentals and that it could potentially take away homes for affordable housing. Keethler asked if this is a zone that should be included for short-term rentals or should it be excluded.

Brendan Conboy, Land Use Planner said previously the council has discussed the other residential zones and commercial zones. He said the Planning Commission determined that to be fair and equitable that it should be allowed as an owner occupied.

Marla Keethler, Mayor noted that a manufactured homeowner would not own the underlying land. She said the land is rented.

Jason Hartmann, Council Member said that it would be the tenant of the mobile home space but the owner of the mobile home who would be applying. He said the idea of allowing this quasi-commercial use in a residential zone is to allow for some extra income. Hartmann asked why a mobile homeowner couldn’t be afforded the same opportunity. He asked if it is not allowed wouldn’t that be inequitable.

Marla Keethler, Mayor said that a developer could clear a property and put in a tiny home village and then possibly want to rent them out for vacation home rentals and takes out them out of long-term rentals.

Jason Hartmann, Council Member said that per the proposed code the property owner/developer would only be allowed to get one permit for one unit.

Marla Keethler, Mayor said that in amending the MRHP zone the city council identified an area that was available for affordable housing. She said she is worried that there is a loophole that the area would be used entirely for short-term rentals.

Jason Hartmann, Council Member said that with the proposed codes he does not think that it could occur.

Jan Brending, Clerk Treasurer suggested that only owner-occupied vacation home rentals would be allowed to address Jason Hartmann’s suggestion.

Jason Hartmann, Council Member said that this might need to be revisited including looking at the manufacture home code.

David Lindley, Council Member said closing the loopholes should be considered first prior to excluding the district from short-term rentals.

Ashley Post, Council Member said she agrees with David Lindley. She said she would not be comfortable including MRHP zones unless it had language clearly protecting it.

WSMC 17.40 Conditional Uses in Residential Districts

Brendan Conboy, Land Use Planner said that one line in H has been struck related to renting of rooms and replaced it with the accessory use of the residence per codes related to hosted homeshares and vacation home rentals requires a conditional use permit.

Jan Brending, Clerk Treasurer asked if the renting out a room for long-term purposes is now permitted outright and is no longer a conditional use permit.

Brendan Conboy, Land Use Planner said that is correct.

Jason Hartmann, Council Member asked if requiring a business license means someone has to get a conditional use permit.

Jan Brending, Clerk Treasurer said no.

Marla Keethler, Mayor opened the public hearing.

Dan Baier, White Salmon suggested legacy permits be limited to 8 years versus 10 years so that it is equitable with new short-term rentals. He also suggested that the cap for the number of short-term rentals per residential units of 10% is too high and said 6 or 7% would be better. He said with 10% that one in ten homes could become a short-term rental. Baier said that due to HOAs that might not allow short-term rentals other areas may see more than 10% of the homes being used for short-term rentals.

Tao Berman, White Salmon asked if there is a distinction between fees that are in commercial zones versus residential zones. He said that a short-term rental in a commercial zone is no different than a hotel use. Berman said that a permit fee of \$400 per unit in a commercial district that is an outrate use he suggested considering a different fee structure because they would be paying all the same fees that a hotel or motel would pay.

Marla Keethler, Mayor noted that there was a power surge/outage and that recording of the meeting has been transferred to Erika Castro-Guzman.

Marla Keethler, Mayor and Brendan Conboy, Land Use Planner read email comments regarding the proposed codes.

Lisa Evans said she would like to see (1) the council continue to bring short-term rental owners into the process; (2) the council lift the moratorium and enforce the current ordinances as written and not to demand more of people who are doing everything right; and (3) the council reconsider the purchase of tracking software which is expensive and questionably accurate. She referenced an article from the Harvard Business Review about seeking the balance between regulations and STR owners.

Ben Berger, White Salmon said he is a homeowner and 10-year resident of White Salmon and has rented his some several times during extended travels and trips over the last five years. He said the short-term rental income has helped his family's ability to afford extended vacation and travel. Berger said limiting short-term rentals is an important step towards curbing home price escalation that is making home ownership unattainable for residents that live and work locally. He said the process the city council and planning commission have taken is commendable and the resulting regulation is both thoughtful and well-balanced. Berger said that it seems unfair that there is a different set of rules for people that were simply early adopters. He said that the city should have the strength to stand up for what is best for the community, even it means that some people who bought homes in White Salmon as income properties will not be able to extract the fullest rents that the otherwise could. He said the ability to use residential properties for commercial purposes is not a right.

Barb Robison, White Salmon said she is against short-term rentals. She said she is aware of several people who cannot find long-term affordable rentals and that young people with moderate incomes who grew up in White Salmon cannot afford to buy a home. Robison that short-term rentals only make the matters worse as that type of rental serves a wealthier population who can command more fund. She said that feels the infrastructure currently does not support the city's growth including safe pedestrian crossings, sidewalks, the lack of traffic lights at major intersections, and highways becoming more dangerous. Robison asked the council to keep our small town a community and to build hotels along Highway 14.

Jordan Lahti said she strongly believes a 10-year grace period for existing short-term rentals is 7 years too long. She asked the council to consider to reduce the grace period to 3 years for the following reasons: (1) that the majority of the 10% allowable inventory will come from nonconforming pre-existing short-term rentals; (2) permitting nonconforming short-term rentals will delay the city's well-intended much need new short-term rental ordinance; and (3) a common argument by absentee homeowners is that short-term rentals will pay for their second or third house which is a weak argument because of the limitation on the number of nights the home could be rented. Lahti said she thinks the city can work smarter and more creatively to balance the loss of housing it is condoning by allowing nonconforming houses to lawfully rent short-term for any period of time. She suggested encouraging and facilitating nonconforming homeowners to create a 200-400 square foot studio on or within the short-term rental property that must be rented only long-term and to a local resident. Lahti suggested for this idea to be possible the city would need to consider waiving permitting fees and barrier-type ordinance.

Marla Keethler, Mayor closed the public hearing.

David Lindley, Council Member said that we have received several public comments regarding the short-term rental software and we should clean up our language by not calling it tracking software as it does much more.

Jim Ransier, Council Member asked what fellow council members think about the 10 years versus 8 years for legacy permits. He said he does not support 3 years.

Jason Hartmann, Council Member said the council is not locked. He said he agrees that 10 years is too long and likes the idea of 8 years. Hartmann said that is longer than he would like and that he originally was thinking 5.

Ashley Post, Council Member said that it should be opened to discussion. She said she would not want to go lower than 8 and has no problem in keeping it at 10. Post asked if the software of how many listings there are under a single owner. She said that it would be helpful to know how many people have multiple short-term rentals.

Ben Giant, Council Member said his thoughts have evolved since has jumped into the conversation. He said he thinks he is in agreement that the current existing permits were substantially a low number and that non-owner occupied is even smaller and that is why 10 years made since. Giant said he is more in favor of reducing it now and supports 8 years. He said he is not in favor of reducing the percentage of housing stock that could be used for short-term rentals.

David Lindley, Council Member said he agrees that legacy and new permits should be the same – 8 years. He said if it is possible to get information on the breakdown of the 36 legacy permits.

Marla Keethler, Council Member said that with the 10% cap that the council could adjust it in the future. She said having it higher and then taking it away could be troublesome while setting it lower would allow some growth.

Jan Brending, Clerk Treasurer said staff can look through the 36 permits and provide some data about the permits.

Brendan Conboy, Land Use Planner noted that at the last meeting Jan Brending had noted that approximately 30% of the permits were not owner occupied.

Jim Ransier, Council Member said the reason he remembered why the 10% cap was reasonable is because it is owner occupied.

Ashley Post, Council Member said that in a previous public hearing the majority of people asked the council to have the 10-year period.

Marla Keethler, Mayor said that because the power is surging that she would recommend following up on more information on the 36 permits and the council may be open to considering lowering the 10 years for legacy permits and did the council want to discuss lowering the 10% cap.

Ashley Post, Council Member asked if the council will discuss the fees.

Marla Keethler, Council Member said that is correct.

Ben Giant, Council Member said that based on the current proposed ordinance if a homeowner has an ADU and they long-term rent the main residence they would be classified as non owner-occupied if they wanted to rent the short-term rental.

Brendan Conboy, Land Use Planner said they need to establish that the home is your primary residence.

Ken Woodrich, City Attorney agreed.

Jim Ransier, Council Member said that the long-term rental of the main structure is exactly what the city wants.

Brendan Conboy, Land Use Planner said that someone could rent out a room long-term in the home and then could short-term rent the accessory dwelling unit.

Ashley Post, Council Member asked if the mobile home district would be for future discussion.

Marla Keethler, Mayor said yes.

Brendan Conboy, Land Use Planner said staff can bring the 4 or 5 items back to the city council on the 19th for more discussion so that it can be adopted on the 2nd.

Ben Giant, Council Member said he thought there was an automatic extension.

Marla Keethler, Mayor said it requires a public hearing before the council can extend the moratorium.

VII. Reports and Communications

A. Department Heads

Pat Munyan, City Administrator said he has been on vacation. He said all of the engineered documents except for the illumination study have been sent to the state for the Garfield Street and roundabout project. Munyan said he has been working with the public works crew because Russ Avery has been out sick. He said they have working on clearing road to Buck Creek and in the city.

Brendan Conboy, Land Use Planner said he is excited about making progress on the short-term rentals. He said this is the eleventh meeting that has been held on the topic. Conboy said he is working on backlogged applications that need to go the planning commission and is he is also actively working on grants for affordable housing and future bluff trail. He said Jeff Speck will be coming to the speak to the council on the 20th.

Jim Ransier, Council Member said that the audio for Brendan Conboy is much improved.

B. Council Members

Jim Ransier, Council Member said that the CityLab Board met last week, and it is slow moving but will put in some standards for handling the meetings in the future due to the size of the group.

David Lindley, Council Member said the Tree Board will meet on Monday will include discussing planning for Arbor Day, planning for tree planting and Underwood Conservation District grant through DNR addressing tree of heaven and possible partnership with the city.

Marla Keethler, Mayor said the posts of trying to track tree of heaven had a lot of enthusiastic response.

Ashley Post, Council Member asked if the grant would be for private property as well.

David Lindley, Council Member said it appears to be pretty open.

Council Members thanked public works and private contractors on the work to remove snow.

C. Mayor

Marla Keethler, Mayor said snow has been the focus point lately. She said that the city had intended to launch the Voyent Alert application later this month but because of the weather decided to launch it early. Keethler said Conboy mentioned the presentation with Jeff Speck. She said there is still some hope that there could be a small in person component. She said Governor Inslee has announced there is a state-wide push to deliver at home COVID tests to residents. Keethler said the council has now passed a childcare stipend for non-council members who sit on boards and hope to make that available to council members in the future.

Jim Ransier, Council Member said he has enjoyed the application and finds it very useful.

Brendan Conboy, Land Use Planner asked if a motion was needed to bring back motions.

Ken Woodrich, City Attorney said a motion is not needed.

VII. Executive Session (if needed)

There was no Executive session

VIII. Adjournment

The meeting adjourned at 9:05 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

H. Approval of Meeting Minutes - January 19, 2022



CITY OF WHITE SALMON
City Council Meeting – Wednesday, January 19, 2022
Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Ben Giant
Jason Hartmann
David Lindley
Ashley Post
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Russ Avery, Public Works Operations
Manager
Mike Hepner, Police Chief
Brendan Conboy, Land Use Planner
Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 6:00 p.m. There were approximately 14 members of the public in attendance via teleconference.

II. Changes to the Agenda

Jan Brending, Clerk Treasurer requested Items D and F be removed from the Consent Agenda, remove the presentation by Jeff Speck and item E be removed from the Business Items. She noted that Jeff Speck will be making his presentation at 6:00 p.m. on January 20.

Moved by Jason Hartmann. Seconded by Ashley Post.

Motion to remove items D. Approval of Meeting Minutes, December 8, 2021 and F. Approval of Meeting Minutes January 5, 2022 from the Consent Agenda and remove items E. Collectively Bargained Agreement, Police Department. CARRIED 5-0.

III. Consent Agenda

- A. Personal Services Contract Agreement Amendment – Communications Outreach Consultant, Zaya LLC
- B. Request for Authorization to Waive January Utility Billing Late Fees
- C. 2022 Committee Appointments
- D. ~~Approval of Meeting Minutes – December 8, 2021 (REMOVED)~~
- E. Approval of Meeting Minutes – December 15, 2021
- F. ~~Approval of Meeting Minutes – January 5, 2022 (REMOVED)~~
- G. Approval of Meeting Minutes – January 12, 2022
- H. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 19th day of January 2022.

Type	Date	From	To	Amount
Claims	12/31/2021	37743	37775	123,093.57
	1/19/2022	37776	37789	20,255.21
			Claims Total	143,348.78
Payroll	1/20/2022	EFT	EFT	74,281.95
	12/31/2021	EFT	EFT	9,194.56
			Payroll Total	83,476.51
Manual Claims				
			Manual Total	0.00
			Total All Vouchers	226,825.29

Ben Giant, Council Member noted that in the January 12, 2022 meeting minutes noted that there is a typographic error where it states “Jim Hartmann” and it should be “Jason Hartmann.”

***Moved by Jim Ransier. Seconded by Ben Giant.
 Motion to approve Consent Agenda as amended. CARRIED 5-0.***

IV. Public Comment

There was no general public comment.

V. Business Items

A. Ordinance 2022-01-1091, Declaring Short-term Rental Moratorium Extension

Marla Keethler, Mayor review the proposed ordinance extending the moratorium for a 6-month period. She said the intent is that the moratorium will be removed when action is taken on ordinances amending the city’s codes regarding short-term rentals.

Marla Keethler, Mayor opened the public hearing regarding the proposed ordinance extending the moratorium on short-term rentals.

There was no public comment.

Marla Keethler, Mayor closed the public hearing.

Ben Giant, Council Member said this extension is officially a 6-month extension but it is the intent of the city council to adopt ordinances by the middle of February.

Jan Brending, Clerk Treasurer said the ordinances will be considered by the city council at the February 16, 2022 meeting. She said notice of adoption has to be published which will take place one week later and the ordinances will be effective 5 days after publication.

Ken Woodrich, City Attorney said the ordinance that is adopted will include a repealer for the moratorium effective the date the ordinances become effective.

***Moved by Jim Ransier. Seconded by Jason Hartmann.
Motion to adopt Ordinance 2022-01-1091, Declaring Short-term Rental Moratorium Extension. CARRIED 5-0.***

B. Critical Areas Heritage Tree Ordinance Variance Request, 2021-004, Basecamp Inc. – 683 NW Achor Avenue

Brendan Conboy, Land Use Planner said Sky Chaney with Basecamp Inc. has applied for a variance to White Salmon Municipal Code 18.10.317 – Special Provisions – Heritage Trees for a lot located at 693 NW Achor Avenue. He said the applicant is seeking permission to remove a white oak that is located on the property in such a way that reasonable use of the property is not possible without its removal. Conboy said staff is recommending the city council approve the variance.

Marla Keethler, Mayor opened the closed hearing and read information regarding appearance of fairness and conflict of interest. No appearance of fairness issues or conflict of interest was raised.

Skye Chaney, Basecamp Inc. said Brendan Conboy has conveyed the intent of the application. He said he is trying to get a buildable lot and moving forward.

Ashley Post, Council Member asked what the distance from the house to the tree would be.

Skye Chaney said the distance from the tree to the front of the home it would be 15 to 20 feet at most and would be into the dripline. He said that anything dug in that area would damage the roots.

Ashley Post, Council Member asked if there are other trees on the property. She asked if those trees will be preserved.

Skye Chaney said that if they are not in the building footprint they will not be disturbed. He said a lot of the trees are on the lot lines. Chaney said he is open to plant some other trees to offset the removal of the one tree.

Ben Giant, Council Member asked about the recommendation from staff where it states that one tree is to be removed. He said it appears there are two trees and asked for clarification.

Brendan Conboy, Land Use Planner said it looks like there are two trees but there is one trunk that then splits into two trunks.

Skye Chaney said it is one tree that has split into two trunks.

David Lindley, Council Member said that staff's recommendation is to plant two trees for each one removed. He asked if the recommendation is two trees or four trees.

Brendan Conboy, Land Use Planner said it is up to council but two seems to be reasonable.

Ken Woodrich, City Attorney said that page 46 of the city council packet gives a better picture of the tree and it appears to be one tree.

***Moved by Jason Hartmann. Seconded by Ben Giant.
Motion to approve as is Critical Area Ordinance Variance for WS-CAP-2021-004 to WSMC 18.10.327 – Special Provisions – Heritage Trees, to allow the removal of classified heritage tree from the property addressed at 693 NW Achor Avenue with the understanding that two trees would be planted in its stead. CARRIED 5-0.***

Marla Keethler, Mayor closed the hearing.

C. Resolution 2022-01-536 Amending COVID-19 Procedures

Marla Keethler, Mayor provided an update on the status of COVID-19. She said CDC has changed their guidelines and the city's COVID polices have been revised on how to handle sick leave. Keethler reviewed how sick leave is being handled related to COVID-19.

Ken Woodrich, City Attorney said the mayor has the authority address sick leave policies for staff. He said the Collectively Bargained Agreements have provisions for management authority. He said this would not normally come to the city council but because it was included in the previous resolution it is before the council. Woodrich noted that that in 2G the word "sue" underlined should be "use."

Council members and staff discussed how leave for employees has been and is handled related to unpaid leave.

Council members discussed removing item G or the language after the first sentence.

***Moved by Jim Ransier. Seconded by Jason Hartmann.
Motion to adopt Resolution 2022-01-536 Amending COVID-19 Procedures including striking the wording in 2G after the first sentence. CARRIED 5-0.***

D. Collectively Bargained Agreement – Municipal Employees

Jan Brending, Clerk Treasurer reviewed the changes to the Collectively Bargained Agreement for Municipal (Non-Uniformed) Employees. She noted that the agreement

includes the salary matrix for 2022, updated job descriptions and the table that provides for where employees will be located in the matrix effective January 1, 2022.

Jim Ransier, Council Member asked if there is context in switching 40 hours for full-time to 32 hours.

Jan Brending, Clerk Treasurer said that is something the city council had already approved through a memorandum of understanding (MOU) in 2018. She noted there were a number of MOUs that were approved related to the prior contract.

Moved by David Lindley, Seconded by Jason Hartmann.

Motion to accept the 2022-2025 Collectively Bargained Agreement with Local 1533-W AFSCME AFL-CIO – Municipal (Non-Uniformed) Employees and authorize the Mayor to sign the agreement. CARRIED 5-0.

E. Resolution 2022-01-533, Adopting Salary Matrix for 2022

Jan Brending, Clerk Treasurer reviewed the salary matrix. She said the council formally adopts the salary matrix which also covers management positions through a resolution.

Moved by Jason Hartmann. Seconded by Jim Ransier.

Motion to adopt Resolution 2022-01-533, Adopting Salary Matrix for 2022. CARRIED 5-0.

F. 2022 Legislative Priorities

Marla Keethler, Mayor provided an overview of the Association of Washington Cities (AWC) legislative priorities. She said that in 2021 the legislative priority for the city was the replacement of the Hood River bridge. Keethler said the bridge will continue to be an elevated priority. She said she is seeking input from the council and will then bring back a document that puts the priorities in writing.

Jan Brending, Clerk Treasurer pointed out that Association of Washington Cities has identified funding for Transportation Improvement Districts as a priority and it is something the city might be able to use in the future.

Marla Keethler, Mayor said that locally housing remains a priority.

Jim Ransier, Council Member said the bridge is definitely the number one priority. He said that funding for transportation and infrastructure is important.

Marla Keethler, Mayor noted that this is a short legislative session and next year is the long legislative session. She said the planning for the community center is being done this year to prepare for an ask for funding in next year's session.

Jim Ransier, Council Member said he knows the pool is no in the city's realm but is there value in addressing it in this legislative session.

Jan Brending, Clerk Treasurer said she is not sure of the status of the pool funding but could have the Pool District come and make a presentation to the city council.

Marla Keethler, Mayor said the city has not made decisions on how to spend the COVID ARPA funds. She said there may be some applicability of providing some funding towards that project.

Jason Hartmann, Council Member said he thinks of legislative priorities as those things the city cannot solve alone such as the bridge, attainable housing and infrastructure needs. He said the community center could possibly fall into the infrastructure needs.

David Lindley, Council Member said he agrees with Jason Hartmann and noted that many priorities fall within in the transportation and infrastructure realm.

Marla Keethler, Mayor said she will draft a document and bring back to the council at the next council meeting.

VI. Reports and Communications

A. Department Heads

Mike Hepner, Police Chief said the department has been fairly busy but not as much sense the snowstorm ended. He said mental health calls have been up requiring the department's assistance. Hepner said Skyline Health is advertising to hire a second behavioral health person. He thanked the council for signing the memorandum of understanding with Comprehensive Health at the last council meeting. Hepner said there is now a designated crisis responder that rides with officers on the weekend nights. He said it has gone well and will continue.

Bill Hunsaker, Fire Chief/Building Official said council chambers were made available as a warming shelter and will do so again if the need arises. He thanked Chief Hepner for the police department's assistance in responding to a house fire and using a fire extinguisher to put out a fire.

Russ Avery, Public Works Operations Manager said that due to snow event public works has had to repair a number of vehicles. He said the holiday decorations will be taken down soon. Avery said the aquifer storage recharge program will be started up soon. He provided an overview of the aquifer storage recharge program to the council.

Brendan Conboy, Land Use Planner said he spent the day with Jeff Speck and is looking forward to the presentation tomorrow. He said he is wrapping up the amendments to the short-term rental ordinances and has been working on several grant applications.

Ashley Post, Council Member asked if there will be a discussion about fees and outstanding issues related to short-term rentals at the February 2, 2022 meeting.

Brendan Conboy, Land Use Planner said yes.

Jan Brending, Clerk Treasurer said the council will see a proposed amendment to the 2022 budget in late February or early March. She noted that city hall has been short-staffed this week.

B. Council Members

Jason Hartmann, Council Member said the city operations committee met and discussed the plans for installing a crosswalk at Dock Grade and Oak Street on the north side of the intersection. He said the committee also discussed the idea of providing for a 4-way stop at Spring and Main. Hartmann said the committee agreed to forward that idea to the city council and hold a public hearing to get input. He noted that it will also slow people down coming into town along Main Street.

Mike Hepner, Chief of Police said he would not be opposed to a 4-way stop intersection at Main and Spring.

David Lindley, Council Member said the Tree Board met and discussed a grant proposal that Underwood Conservation District will be submitting to the Department of Natural Resources to focus on Tree of Heaven. He said it will be a collaborative project between the district, cities and counties. Lindley said the Board also discussed Arbor Day Celebration to be held March 19 in conjunction with the Underwood Conservation TreeFest. He said the Board also discussed locations for planting trees in the city park.

Ashley Post, Council Member said the city operations committee also discussed trying to provide a site to bring in fallen tree debris from the snowstorm. She said Jan Brending will be looking into the costs involved and where a container could be located. Post said staff is also working with Washington Department of Transportation to see how a crosswalk at Jewett and Grandview could be installed.

C. Mayor

Marla Keethler, Mayor noted that council members can sign up to receive legislative updates from Association of Washington Cities. She said City Action Days will be held virtually on January 27. Keethler thanked the council for approving the waiving of late fees and shutoffs due to mail being delayed because of the snowstorm. She said the Mt. View Grange is applying funding to install a commercial kitchen. Keethler said Governor Inslee is making COVID tests available for all households. She noted that the Red Cross has a severe blood shortage and is need of blood donors. Keethler said trash collection

and recycling has been a hot topic in the community. She reviewed the efforts being made by Republic to get caught up. Keethler said the city is actively recruiting for the clerk treasurer position. She said a presentation will be made to the city council at an upcoming meeting regarding the Walker House.

VII. Executive Session (if needed)

There was no Executive session

VIII. Adjournment

The meeting adjourned at 7:41 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

I. Approval of Meeting Minutes - January 27, 2022



CITY OF WHITE SALMON
City Council Special Meeting – Wednesday, January 27, 2022
Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Ben Giant
Jason Hartmann
David Lindley
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer
Pat Munyan, City Administrator
Ken Woodrich, City Attorney
Mike Hepner, Police Chief

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 5:00 p.m.

There was 1 member of the public in attendance via teleconference.

II. Business Items

A. Collectively Bargained Agreement – Police Department

Pat Munyan reviewed the proposed agreement with the police department.

Jan Brending, Clerk Treasurer noted that it includes the 2022 salary matrix, updated job descriptions and the table identifying where employees will be located in the salary matrix including the promotion of Lisa George to Police Office Manager effective April 1, 2021.

David Lindley, Council Member asked if funding was provided for the promotion to Police Office Manager.

Jan Brending, Clerk Treasurer said it had been included in the 2021 budget and will be a carryover item that will be included in the upcoming budget amendment.

Moved by Jim Ransier. Seconded by Ben Giant.

Motion to accept the 2022-2025 Collectively Bargained Agreement with Local 1533-W AFSCME AFL-CIO – Police Officers, Sergeants, Limited and Non-Commissioned Employees and authorize the Mayor to sign the agreement. CARRIED 4-0.

III. Adjournment

The meeting adjourned at 5:04 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

J. Approval of Meeting Minutes - February 2, 2022



CITY OF WHITE SALMON
City Council Meeting – Wednesday, February 2 2022
Via Zoom Teleconference
DRAFT

Council and Administrative Personnel Present

Council Members:

Ben Giant
 Jason Hartmann
 David Lindley
 Ashley Post
 Jim Ransier

Staff Present:

Marla Keethler, Mayor
 Pat Munyan, City Administrator
 Jan Brending, Clerk Treasurer
 Russ Avery, Public Works Operations
 Manager
 Mike Hepner, Police Chief
 Brendan Conboy, Land Use Planner
 Ken Woodrich, City Attorney

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 6:00 p.m. There were approximately 13 members of the public in attendance via teleconference.

II. Changes to the Agenda

Jan Brending, Clerk Treasurer requested three items be added to the Consent Agenda: 1) Vacation Leave Excess Carryover Extension for Usage, 2) Grant Application Submissions, and 2) Personal Services Contract – Community Center Feasibility Study, ARC Architects (\$74,646).

Moved by Jason Hartmann. Seconded by David Lindley.

Motion to add three items to the Consent Agenda: 1) Vacation Leave Excess Carryover Extension for Usage, 2) Grant Application Submissions, and 2) Personal Services Contract – Community Center Feasibility Study, ARC Architects (\$74,646) . CARRIED 5-0.

III. Consent Agenda

- A. CDBG Contract 21-62210-039 Amendment
- B. Vacation leave Excess Carryover Extension for Usage (ADDED)
- C. Grant Application Submissions (ADDED)
- D. Personal Services Contract – Community Center Feasibility Study, ARC Architects (\$74,646) (ADDED)
- H. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 2nd day of February 2022.

Type	Date	From	To	Amount
Claims	2/2/2022	EFT	EFT	4,412.00
	2/2/2022	37796	37834	156,982.00

			Claims Total	161,394.00
Payroll	2/4/2022	EFT	EFT	133,984.05
	2/4/2022	37793	37795	1,111.84
			Payroll Total	135,095.89
Manual Claims	1/21/2022	EFT	EFT	13,645.53
	1/25/2022	37790	37792	2,599.74
	2/5/2022	EFT	EFT	613.94
	2/6/2022	EFT	EFT	1,236.46
			Manual Total	18,095.67
			Total All Vouchers	314,585.56

Marla Keethler, Mayor noted that the scope of work for the Community Center Feasibility Study includes an affordable housing component, i.e. looking at if it is possible to include an affordable housing development on the property in addition to the community center. She said the initial outreach will be to targeted groups including the Youth Center.

***Moved Ben Giant. Seconded by Jason Hartmann.
 Motion to approve Consent Agenda as amended. CARRIED 5-0.***

IV. Public Comment

There was no general public comment.

V. Presentations

A. Klickitat County Solid Waste Update

Michelle Mulrony, Programs Coordinator with Klickitat County Solid Waste provided an update on solid waste programs in Klickitat county. She said the county has ben working on grant renewals and developing a number of new activities and programs. Mulrony said information about the activities and programs is available on the county’s website.

B. Black History Month

The Council watched a video titled “Portland’s Dark History: Sunken City of Vanport” in recognition of Black History Month.

VI. Business Items

A. Ordinance 2022-02-1092 Amending WSMC 10.24.015 Stop Intersections Designated

Jan Brending, Clerk Treasurer provided an overview of the proposed ordinance that will provide for a new four-way stop at the intersection of Main and Spring. She said the City

Operations Committee discussed the proposed four-way stop and agreed to make a recommendation to the city council. Brending also noted that Police Chief Mike Hepner has stated that he also supports the four-way stop.

Jason Hartmann, Council Member said he would like to hear from Mike Hepner, Police Chief and Bill Hunsaker, Fire Chief. He said the council continues to get complaints about this intersection and he believes the four-way stop would address concerns about being able to see oncoming traffic and would also slow down traffic coming into town.

Mike Hepner, Police Chief said the records show that there have been several collisions but on Spring Street travelling west bound. He said he is aware of “near misses” at the intersection. Hepner said the four-way stop will shift traffic to Estes but it is designated a truck route. He said he does not think it will need a new stop intersection at this time. Hepner said that he would support a four-way stop at the Wauna and Washington intersection in the future as it is another speed route. He said he believes the four-way stop will make people more aware at the intersection.

Marla Keethler, Mayor opened the public hearing regarding Ordinance 2022-02-1092 Amending WSMC 10.24.015 Stop Intersections Designated.

Joshua Sharpe, White Salmon said he lives outside of the city limits but works in White Salmon and drives Spring Street every day. He suggested that instead of creating a four-way stop intersection that the visibility issues be fixed by addressing the parking issue on Main Street north of Spring, installing a speed radar sign with posted speed limit or even creating one-way on Spring Street going west. Sharpe said these provisions would have less impacts on drivers versus installing a four-way stop intersection.

Lynn Mason, White Salmon said she lives next door to Main and Spring and sees the activity daily. She said she supports the four-way stop but also wanted to provide some additional comments. Mason said that some people traveling east bound will also run the stop sign. She suggested adding flashing lights or some way to slow drivers down coming down the hill on Spring Street and warning drivers of the stop ahead. Mason said that where she lives it is not possible for everyone to park in the driveway because there is only one parking spot and it is true for many people who live along Main. She said less vehicles would be an improvement if they could be reduced somehow.

Tao Berman, White Salmon said he is very familiar with the intersection and agrees that it is very challenging to see at the intersection. He said the council needs to look at what makes most sense – either putting in a four-way stop or eliminating parking on the west side of the road on Main north of Spring. Berman said he would love to hear from the city’s land use planner regarding an urban planning perspective to address the issues.

Tammara Toppel, White Salmon said she is not sure about where she stands on the four-way intersection. She is more concerned about the speeding that the four-way stop would break up. Toppel suggested considering speed bumps. She said the flashing lights

that tell you how fast you are going does not necessarily slow drivers down but large speed bumps strategically placed would.

Bob Weisfield, White Salmon said he lives in White Salmon and lives on Spring Street. He said he goes up and down Spring Street everyday. Weisfield said the intersection has become increasingly dangerous due to the vehicles parked north of Spring Street. He said that even with a stop sign put in it will have to be striped so far back so that people who are coming south to be able to see the sign. Weisfield said his wife and daughter have also submitted email comments. He said it is definitely a visibility issue.

Jan Brending, Clerk Treasurer read the following comments into the record:

Jesse and Cassie Schwartz, White Salmon said that after living a year on Spring Street they feel the intersection is dangerous and has poor visibility which stems from a blind corner but three cars that appear to be permanently parked on the street. They said a four-way stop would help but consider banning parking on the street near the stop sign especially the side north of Spring Street.

Archer Mayor, White Salmon said it is a difficult crossing coming down from Spring Street and crossing Main. He said the primary reason is the four cars that are constantly parked to the northwest side of the intersection that are almost never moved. Mayo said if there was a no parking zone for the first 40 feet north of the intersection that would solve the problem. He said that while he is not in favor four-way stop intersection because he believes there is value in fluidity of traffic, there might be value to incentivize people to not continue down Main Street and ultimately reducing the amount of traffic in front the elementary school into the heart of downtown. Mayo said that ultimately he would like the city to follow through and enforce the laws on the books regarding the vehicles being parked semi-permanently on the city street as well as other code violations that might be related.

Randy Harrison said he is in favor of a 4-way stop at Spring and Main and that he is also in favor of a stop-light somewhere on E. Jewett between Main and Wauna.

Betsy Hauge, White Salmon said she has been nearly four times at the intersection and have several friends with similar experiences. She said it is extremely difficult to see traffic coming from the north on Main Street when you are at Spring Street on the west side of the intersection. Hauge said large cars and vans are always parked at the northwest corner causing sight obstruction as well as the curve in Main Street. She said she supports the placement of a four-way stop but also suggested that another option would be to prohibit parking along the west side of Main Street north of Spring.

Joyce FitzSimmons, The Book Peddler said she cannot imagine the move to install a four-way stop would be anything but helpfu.

Nate Reagan, White Salmon said he feels a four-way stop could be suitable at some point and maybe now. He said the obvious problem is the visual interruptions caused by

the abandoned vehicles lining the street and that the city could create and enforce an ordinance that would prevent excess parking. Reagan said it might be hard to see the stop coming traveling south on Main due to the vehicles.

Gwen Yanda, White Salmon said a four-way stop might eliminate crashes at the intersection which is blocked from the northwest by “perennial” cars being parked on Main Street. She said she has seen many near crashes at the intersection.

John Mooney said he is in favor of the four-way stop.

Carlos Bouras said he supports a solution to the poor visibility problem at the intersection. He said the issue impacts drivers as well as pedestrians. Bouras said that another potential solution would be to prohibit parking close to the intersection.

Heather Whidden, White Salmon said if cars were not parked on the corner of Spring and Main the visibility would be better. She said the cars that are parked rarely move and are a hazard. Whidden said there should be some sort of parking limitation.

Doug Hatch, White Salmon said a four-way stop is a viable alternative but does not address the real problem of limiting visibility. He said he feels the city is providing long-term parking for a near-by resident. Hatch proposed limiting parking on the west side of Main north of Spring to 2-hour parking only and that the first parking space closest to Spring be eliminated. He said that by doing this a four-way stop is not required.

Debi Garner, White Salmon said it is definitely difficult to see around the parked cars on Main Street and she has used an alternate route to avoid that crossing. She said that while there are probably other solutions a four-way stop is fine with her.

Susan Svensson, White Salmon said she is opposed to a four-way stop. She said safety is the primary concern. Svensson said visibility seems to be a factor and is caused by the abandoned vehicles parked on the west side of Main Street. She said she would rather Spring Street get an advisory lane improvement and solve the issue for a long-term solution for cars, bikes, pedestrians and parking.

Carl McNew said a four-way stop at Spring and Main is a bad idea. He said the solution is to modify the available parking to the immediate north of the intersection on the north side of Main Street. McNew said that if the parking on the west side was 30 feet north of the intersection and enforce the visibility problem would be solved without affecting the flow of traffic.

Sarah Morton-Erasmus, White Salmon said she supports the idea of making the intersection at Main and Spring a four-way stop. She said she lives on Spring Street and the intersection has poor visibility due to cars parked permanently on three sides, the severe slope of Spring Street and the blind corner coming from north bound traffic on Main. Morton-Erasmus said it is difficult, if not impossible, to see pedestrians looking to

cross Spring Street. She said it will also slow down traffic on Main which is needed and will make a dangerous intersection much safer for the entire community.

Ash Harris said he supports the proposed four-way stop for Spring and Main. He said when driving down Spring Street, full visibility when crossing Main is near impossible. Harris said if a four-way stop is not approved, he proposing eliminating nearby street parking to improve visibility for both vehicles and pedestrians.

Colleen Regalbuto, White Salmon said she supports the proposal to install a four-way stop at the corner of Main and Spring. She said several months ago she witnessed a car accident at the intersection and herself has had several near issues when trying to turn left from Spring onto Main. Regalbuto said that due to the cars parked along the street it is very difficult to see traffic on Main from Spring. She said she would also be supportive of at some point adding a shoulder or sidewalk to Spring Street and widening the road. Regalbuto said many pedestrians and cyclists use Spring Street and it is very narrow and dangerous for pedestrians.

Sally Ruggles said that if Main Street was not being use for a personal parking lot there would not be a need for the signs. She said it does not seem fair to use tax money to solve the problem.

Bruce Alber, White Salmon said he is in favor of making the busy intersection of NW Spring Street and Main Avenue a four-way stop. He said he has had two close calls because I is hard to see some traffic on Main Street while stopped at Spring Street either way because Main Avenue curves from the south and vehicles driving north pop into view rapidly. Alber said the cars parked permanently on Main Street make it hard to see oncoming traffic.

Laurie Stanton, White Salmon said she agrees the intersection has become more dangerous over the years but does not believe making it a four-way stop is necessary to make it safer. She said the intersection poses increased risk to drivers and pedestrians because of cars that are permanently parked on the northwest corner that block visibility of pedestrians or other cars coming down Spring Street. Stanton suggested extending the nor-parking strip on all sections of the intersection by about double and ask owner of the cars that are parked on the northwest corner to park them elsewhere. Stanton said the intersection has also become more dangerous due to the traffic on Spring Street increasing with no improvements. She said the intersection could be also be improved by increasing signage (reflective crosswalks, pedestrian crossing signs, improved curbs).

Dorothy Herman, White Salmon said she does not agree with a four-way stop intersection. She said as far as she knows there have been no accidents but a no parking 20 feet from the curb would make it easier for cars to see traffic coming from the north. Herman said she is not in favor of making the school buses stop at the intersection.

Barbara and Alan Beattie, White Salmon said the intersection is tricky because of the high speed of vehicles coming around the curve into town and the cars parked on both sides of Main and Spring which makes visibility limited. They said they support a four-way stop to slow traffic, create a safer walk to school and make it safer for pedestrians consistent with the walkability study being considered.

Kevin Herman, White Salmon said he is opposed to the proposed changes but understands the plight of people who own little cars. He said the problem is caused by the cars parked on the north side of Spring on the west side of Main. Herman said that traveling from SR 141 and Loop into town is a quick and uninterrupted drive as is also driving to the high school. He said that in a few years when the cars are gone the city will be stuck with a four-way stop that serves no purpose that irritates most people and in which people will have no will to revert back. Herman said he was originally against the no parking zone north of Spring Street on the west side of Main but would prefer it over a four-way stop. He noted that no traffic study has been conducted and this that would be an obvious thing to do.

Heather Weisfield, White Salmon said the changes in the neighborhood on Spring Street have not prompted the city to make any safety changes in the area. She said she does not support a four-way stop and that the real problem is visibility which appears to come from the overflow of junkyard vehicles parked on Main street. Weisfield said a useful solution might be to extend the no parking zone along the west side of Main and to improve the sidewalks and curbs on both sides of Main Street at the intersection. She said improvements to Spring Street need to be addressed noting the road is narrow with no shoulders and hills that often prevent motorists and pedestrians from seeing on-coming traffic.

Marla Keethler, Mayor closed the public hearing.

Mike Hepner, Police Chief reviewed the city's parking code that requires vehicles to move every 72 hours. He said he only has one officer on at a time and that the officer has to witness the non-moving infraction. Hepner said due to case law the use of marking tires is no longer allowed. He said unless there is an officer there 24-hours or a camera then the 72-hour parking restriction can't be enforced. Hepner said that the vehicles are not abandoned if the registrations are kept current. He said the vehicles are not abandoned.

Jason Hartmann, Council Member said that the city attempted to put in a no-parking zone but the public was overwhelming opposed to it. He said in fact some of the same people who made comments saying there should be no parking spoke against the no parking. Hartmann said he would like to work towards eliminating the vehicles that are parked there but even if they are gone he would support a four-way stop. He said that if it interrupts the flow of traffic and slows people down in that neighborhood it would be safer.

Pat Munyan, City Administrator said the city is working on code enforcement issue related to the private property when it is out in the street is a police matter. He said because of the radiuses on both sides of the road if there was no parking there would still be visibility issues because of those radiuses. Munyan said there are more causes for the visibility issue than just parked cars. He said the four-way stop is the best option. Munyan said there are ways to pre-notify vehicles that a four-way stop is ahead including posting “Stop Ahead” signs and using stop bars and the word “STOP” painted on the pavement.

Marla Keethler, Mayor said it was great to hear that some people watched the presentation by Jeff Speck. She noted the city is in the middle of a transportation plan and it will address Spring Street.

Brendan Conboy, Land Use Planner said it was nice to hear people bring up the Jeff Speck presentation. He said Main Street is wider than it needs to be which lends to vehicles travelling faster than necessary. Conboy said he does not have any issues with the four-way stop. He said the city should consider adding bike lanes and narrower lanes for traffic looking at the street more holistically.

Marla Keethler, Mayor said she put up a poll on the Voyent Alert system and had 82 responses 58 supported the 4-way stop and 24 did not.

Ben Giant, Council Member asked for clarification on the number of accidents or infractions at the intersection.

Mike Hepner, Police Chief said he could back seven years and provide more detailed information. He said he is aware of only one accident with traffic coming from the west. Hepner said he agrees that something needs to occur and that the four-way stop will take care of the safety issue and slow traffic down.

Pat Munyan, City Administrator noted the city did present the option of no parking but there was overwhelming comment against it and the city was accused of picking on one individual. He said that bulb-outs at the intersection would help with the safety. Munyan said he supports the four-way stop.

Jason Hartmann, Council Member said eh fully supports making Spring Street more walkable and thought the ideas presented by Jeff Speck were awesome. He said that of all of the solutions stop signs are the least impactful financially.

Jan Brending, Clerk Treasurer noted that the no parking area by law is 20 feet and is already marked as such. She suggested the crosswalks be four-squared, i.e. a crosswalk on all sides of the intersection. She said this will raise the visibility of the intersection and is fairly inexpensive to implement.

Jim Ransier, Council Member said it seems there is a consensus there is a safety issue and the city is obligated to address the issue. He said a four-way stop seems like a bit of

blunt force but also feels that because the no parking zone was rejected this feels like a natural progression. Ransier said he also supporting no parking in the area. He asked if the council needs to be prescriptive about the improvements to be made at the intersection including the crosswalks and signage.

Jan Brending, Clerk Treasurer said that is administrative. She said the council and staff previously discussed this when amending previous codes. Brending said the city administrator and public works can install signage as necessary. She said the city council could provide some guidance about things they may want to see happen at the intersection. Brending noted the city currently has two speed radar signs on Main Street – one traveling south and one traveling north. She said the police department does work in the area tracking speed.

Jim Ransier, Council Member asked if blinking stop signs with LEDs could be used.

Pat Munyan, City Administrator said there is a way. He said the city would have to look to see if solar lights would work.

David Lindley, Council Member asked if the addition of a stop sign would increase the length of the no parking.

Pat Munyan, City Administrator said he would have to check. He said that if the city is not comfortable with the parking situation staff could come back with a proposal for additional no parking on all sides of the intersection.

Mike Hepner, Police Chief said he believes the no parking area from a stop sign is 20 feet.

Ashley Post, Council Member said she would be in favor of putting the conversation on the four-way stop on hold and bring back to the public a proposal for no parking on Main Street. She said people were opposed to it last time but it appears that some people are in favor of it now over the four-way stop. Post said the four-way stop is a solution to the safety issue that keeps coming up. She said she would be in favor of going back and looking at the no parking solution. Post said she agrees that there are a lot of changes that are necessary to Spring Street. She said the residents are continuously told they are on the “to do list” in the future but nothing has happened. Post said she would like something less intense if it would be helpful than the four-way stop if there is something better in the future.

Pat Munyan, City Administrator asked Hepner if line of sight was the main problem.

Mike Hepner, Police Chief said that the information he looked at today it did not matter what direction the vehicle was traveling there was no difference it was failure to yield or inattention. He said there was no significant data that coming from the west is the main issue. Hepner said he hears about too many near misses. He said it needs attention

whether it is no parking or a four-way stop. Hepner said a four-way stop slows down traffic.

Marla Keethler, Mayor said that the city council's responsibility to public safety and the comments about keeping a nice uninterrupted roadway that may cause the speed factor. She said that even if safety factors were implemented on Spring Street there would still be some safety issues on Main Street. Keethler said there is a different perspective tonight that possibly something the city council had already considered and rejected based on public comment was now being recommended as something the council had not considered. She said there appears to be a disconnect. Keethler asked if a public hearing is a requirement for a code change regarding no parking.

Ken Woodrich, City Attorney said no that only a handful of codes require public hearings.

Marla Keethler, Mayor asked about how the city could enforce parking codes.

Ken Woodrich, City Attorney said there may be some technical devices that could be used for the police department and that they might not be cheap.

Jan Brending, Clerk Treasurer noted that some cities provide residential parking permits which limit how many cars per household can park on the street.

Marla Keethler, Mayor asked if bodycam footage could be used for enforcement purposes.

Ken Woodrich, City Attorney said bodycams do not provide for GPS information and that a good defense attorney could get the evidence thrown out. A traffic analysis could address where sightline issues are happening.

Staff and the city council discussed possible methods for parking enforcement.

Jim Ransier, Council Member said he would like the city council to vote on the ordinance. He said it keeps getting pushed back and forth between committee and council. Ransier said a stop sign will add 15 seconds to someone's travel time. He said he does hear the mix of support. He said a stop sign slows people down and reduces risk. Ransier said he is also supportive of no parking but understands that could be a subject for the future.

David Lindley, Council Member said it is hard to argue that a stop sign would not make the situation safer. He said he is supportive of any efforts for technology that helps enforce city codes.

Marla Keethler, Mayor said this is a reminder that even when the city does outreach there are a lot of people that are missed and whatever direction the city council's decision goes it is necessary to give the full picture of what the city council considered.

Ashley Post, Council Member said she looked up the no parking from stop signs requirement which is 30 feet so it will increase by 10 feet from is currently striped. She asked if the city council wanted to increase the no parking area is that something that could be done tonight as part of the motion.

Jan Brending, Clerk Treasurer said that is a separate part of the code but city council could direct staff to bring something back at the next council meeting.

Jason Hartmann, Council Member asked how far back.

Ashley Post, Council Member said she was thinking 40 feet. She said that with the stop sign she feels there is still a visibility issue.

Jason Hartmann, Council Member said it could be discussed at the city operations committee.

Jim Ransier, Council Member said he did not call out any specific improvements but making sure the stop sign is visible to drivers but moving it out as far as possible.

Jason Hartmann, Council Member said when this was discussed at the committee level it was talked about possibly putting stop signs on both sides of the road. He said he would like to see how things work with the changes before making any recommendations for additional changes to no parking.

David Lindley, Council Member said he hopes the transportation plan can provide a more comprehensive look.

Jan Brending, Clerk Treasurer said the transportation plan is not looking at every street and every intersection in the city. She said it is called a “lite” transportation plan and noted that a full plan would be much more expensive than what the city is budgeted for. Brending said staff could ask the consultant to look at the particular area.

Ben Giant, Council Member asked what is the expected completion date of the transportation plan.

Jan Brending, Clerk Treasurer said she believes it is sometime this summer.

Brendan Conboy, Land Use Planner said that is correct.

***Moved by Jason Hartmann. Seconded by Jim Ransier.
Motion to adopt Ordinance 2022-02-1092 Amending WSMC 10.24.015 Stop
Intersections Designated-Sign Erection Authorized. CARRIED 5-0.***

The city council took a 10-minute break at 7:55 p.m. and resumed their session at 8:05 p.m.

B. Short-term Rental Fees and Allowance for Short-term Rentals in Mobile/Manufacture Residential Home Park Zones

Brendan Conboy, Land Use Planner said staff is seeking direction from the city council whether short-term rentals should be allowed in the mobile/manufactured residential home park (MHRP) zone. He said the city codes regarding the MHRP zones already prohibits short-term rentals and would not be allowed unless those codes were changed. Conboy said it is his recommendation to shelf this for now until a time when that is something the city council wants to pursue. He said that the definition in 17.08.400 would need to be change and an additional public hearing would be required.

Jason Hartmann, Council Member said the city then doesn't need to specifically prohibit it because the code already does.

Brendan Conboy, Land Use Planner said the proposed amendments would only speak to allowing hosted homeshares and vacation home rentals in RL, R1, R2 and R3 only and not include the MHRP zone.

Ben Giant, Council Member asked if there is a difference between mobile home park and the MHRP zone.

Brendan Conboy, Land Use Planner reviewed the purpose and the permitted uses of the MHRP zone. He said the only outright use allowed in the MHRP zone is a mobile/manufactured home park. Conboy said that an RV park could possibly be a conditional use.

Jim Ransier, Council Member said that one of the reasons the council talked about this issue initially was addressing how a developer could get around the codes to do short-term rentals in this zone.

David Lindley, Council Member said he thinks omitting it makes sense because it is not a compatible use per other codes.

Marla Keethler, Mayor asked if a motion is needed.

Ken Woodrich, City Attorney said consensus is adequate.

There was a consensus of the council to not include MHRP zones in the short-term rental permit regulations.

Brendan Conboy, Land Use Planner said staff is seeking direction on the fees for short-term rentals. He provided a fee comparison chart for the city council. Conboy said that the other issue that came up was whether there should be a distinction between the rates for short-term rentals in commercial zones and residential zones. He said information regarding the short-term rental software the city has purchased and fees necessary to cover those costs. Conboy said the he is suggesting creating a separate category for conditional use permits for short-term rental permits as there are only two

categories (minor and major). He suggested lowering a conditional use permit fee for short-term rentals to \$75 and possibly increasing the cost for a short-term rental fee.

Council members and staff discussed the short-term rental permit fees and making sure that staff time and other associated costs are recovered by the fees looking at a fee structure similar to the City of Hood River.

David Lindley, Council Member asked about charging lodging taxes.

Jan Brending, Clerk Treasurer said that the owner of a short-term rental has to charge sales taxes. She said the city has adopted the initial 2% lodging tax which is an offset of the sales tax revenue the state receives and is remitted to the city. Brending said lodging taxes in Washington are restricted as to how they can be used.

David Lindley, Council Member said there is no additional general fund revenue that could be used for anything that is generated by the fees.

Jan Brending, Clerk Treasurer said that is correct. She noted that in Oregon cities can establish a lodging tax that can be used for a variety of things different than in Washington.

Marla Keethler, Mayor said it would be good for staff to determine the cost for staff hours associated with managing short-term rentals.

Brendan Conboy, Land Use Planner said that he does not know at this point how much time it will take to manage the short-term rental program but can track time and if necessary can recommend a realignment in the future.

There was a consensus of the council to provide for a \$75 application fee that would be per applicant and \$170 permit fee per short-term rental similar to what Hood River is charging and a \$75 fee for a short-term rental conditional use permit.

C. Purchase of Klickitat County Parcel #03-10-2444-0010/00

Pat Munyan, City Administrator said this is the property staff discussed with the county approximately a year ago that is located on Dock Grade. He said the city would purchase the property for back taxes and it would serve as part of a potential future stairway or trail system in White Salmon.

Marla Keethler, Mayor said the purchase price is \$31,376.88 plus a \$10 REET fee and \$204.50 recording fee.

Jim Ransier, Council Member asked if there have been any discussions with the Gorge Commission regarding potential stairs or funicular.

Jan Brending, Clerk Treasurer said the city could ask the Gorge Commission their opinion but wouldn't recommend it. She said the city is within the urban exempt area that is

exempt from the National Scenic Area Act. Brending said that when designing the features it would be a good idea to design it in a way that blends into the landscape.

Moved by Jason Hartmann. Seconded by Ashley Post.

Motion to authorize staff to make necessary transactions to purchase Klickitat County Parcel 03-10-2444-0010/00 for the purchase price of \$31,376.88 plus \$10 REET processing fee and \$204.50 recording fee upon Klickitat County Board of Commissioner's adoption of resolution authorizing sale of property. CARRIED 5-0.

D. 2022 Legislative Priorities

Marla Keethler, Mayor review proposed 2022 legislative priorities including the White Salmon Hood River Bridge Project in supporting Senate Bill 5558 which is concerning bistate governance of interstate toll bridges owned by local governments and Transportation specifically supporting Senate Bill 5510 which would allow for sales and use taxes for Transportation Benefit Districts.

David Lindley, Council Member asked if Transportation Benefit Districts are allowed for non-GMA planning entities.

The answer was yes. The council and staff discussed Transportation Benefit Districts.

Moved by Jason Hartmann. Seconded by Ben Giant.

Motion to adopt 2022 Legislative Priorities as presented. CARRIED 5-0.

VII. Reports and Communications

A. Department Heads

Russ Avery, Public Works Operations Manager said the city has started street sweeping. He said meter changeouts are continuing and that some pothole repair is happening with temporary patching with cold mix.

Brendan Conboy, Land Use Planner reviewed the grant requests that have been submitted or are being submitting. He said he is working on conditional use permits and variances and several affordable housing projects.

Pat Munyan, City Administrator said he is working on easement language for the new water line and joint agreement with Department of Natural Resources. He said the city is still waiting for the illumination study for the roundabout. Munyan said he is also working on clearing up the title for a piece of property associated with the city's wells. He said staff will be bringing back a cost sharing agreement on Michigan street improvements at a future council meeting. Munyan said the engineers are still working on the Jewett manhole replacement project.

Ken Woodrich, City Attorney noted that the issue with the city property is there is a void title that needs to be in the city's name and that it will come back before the council to file a lawsuit for a quiet title.

Jan Brending, Clerk Treasurer said the job announcement for the clerk treasurer position has been posted.

B. Council Members

Jim Ransier, Council Member said that some structure has been added to the CityLab Board due to the number of committee members and to provide adequate time to address both climate change and diversity and inclusivity.

C. Mayor

Marla Keethler, Mayor said the snow plow map and policy remains on the city's website. She noted that Republic continues to have staffing issues that are impacting garbage and recycling collection. Keethler said Republic is not the only business facing this problem. She said Spring Fest will not occur in 2022 due to the planning that has to happened. Keethler said however there is discussion about holding a parade. She provided an update on the White Salmon Hood River Bridge. Keethler noted that she will be working on the east coast for the next few weeks and Jason Hartmann will chair the next council meeting.

VIII. Executive Session (if needed)

There was no Executive session

IX. Adjournment

The meeting adjourned at 9:14 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

A. White Salmon Valley Pool Metropolitan Park District

July 27, 2021

Mayor Keethler and Members of City Council
White Salmon City Hall
100 North Main Street
White Salmon, WA 98672



Re: City of White Salmon 2040 Comprehensive Plan July 2021 - Final Draft

Dear Mayor Keethler and Members of City Council;

Please consider this letter as the White Salmon Valley Pool Metropolitan Park District's ("District") comments on the City's 2040 Comprehensive Plan July 2021- Final Draft. Specifically the comments are directed to the draft Parks and Recreation Element.

The District acknowledges the extensive public outreach efforts undertaken by the City to identify the community's current and future recreation needs, and to craft goals and policies that address those needs through collaboration with local partners. As the City Council is well aware the former City Pool was a community asset that served area residents for many years. Since establishment of the District in 2018, the Board has been moving forward with planning and funding efforts for a new community pool facility. The Board is appreciative of the City's past support of these efforts and is encouraged by the policy language which continues this support as the District proceeds in its efforts to construct and operate a public pool.

In this regard the District supports the adoption of the following Parks and Recreation Element Goals and Policies:

GOAL P&R-1: Maintain and improve access and multimodal circulation between park and recreation facilities.

Policy P&R-1.6: Partner with Klickitat County, Washington State Parks, the Columbia River Gorge NSA, White Salmon Valley Pool Metropolitan Park District, and the White Salmon Valley School District in planning and funding efforts to link the UEA parks, trails, recreation, and open space system with the City of White Salmon.

GOAL P&R-2: Maintain existing park and recreation facilities and improve existing park and recreation facilities with new or improved facilities, amenities, and uses.

Policy P&R-2.6: Support the White Salmon Valley Pool Metropolitan Park District in the construction of a new pool that accommodates current and future demand.

GOAL P&R-4: Ensure adequate funding opportunities, coordination, and partnerships to meet current and future park and recreation facility demands and maintenance needs.

Policy P&R-4.10: Continue to support the White Salmon Valley Pool Metropolitan Park District.

Policy P&R-4.11: Explore grant opportunities from the State of Washington and other funding agencies or organizations for the development of park, recreation, and trail facilities; pursuing funding for projects with the greatest community support; and partnership opportunities.

Respectfully submitted,



Lloyd DeKay

President, Commissioner #1

White Salmon Valley Pool Metropolitan Park District

Cc: WSVMPD Commissioners



SWIM. PLAY. LIVE.

MAKING MEMORIES FOR GENERATIONS



OUR VISION

To be a hub of quality community life by promoting water safety and a lifelong commitment to health and fitness for the whole community.

WATER BRINGS US TOGETHER

For 80+ years our swimming pool was a gathering place and community center for kids and adults alike. Seniors enjoyed water aerobics. Parents had a safe, supervised place for their children to spend summer afternoons. Children gathered to pass the swim test that allowed them to dive with the “big kids.”

A community pool is a gathering place where we mark our milestones and connect with our neighbors through activities for all ages. It’s time to start making new memories again.

A POOL IS A VALUABLE COMMUNITY ASSET

A community pool enables all our residents to live safer, healthier, more connected and active lives. Public facilities that support social interaction and active lifestyles help create a place people want to live, work and play. They also help develop a supportive and devoted citizenry which benefits our businesses and our entire community.

A POOL IS MORE THAN RESPITE FROM A HOT SUMMER DAY

The pool and supporting facilities will be accessible to individuals and organized groups of varied physical capabilities, skill levels, age groups, income, and activity interests. The new pool will allow many programs to resume, including free swim lessons for all third grade students in White Salmon.



SERVING 7,700 RESIDENTS

The district covers approximately 1,871.3 square miles that consists of the cities of White Salmon and Bingen, the unincorporated communities of Husum and BZ Corner, and surrounding rural areas within Klickitat County

OUR JOURNEY

2010 A citizen-driven ballot effort resulted in support for a new Park and Recreation District but the accompanying levy proposition was defeated; Commissioners developed a 2012 Enterprise Plan

2015 The City of White Salmon commissioned a Feasibility Study to determine whether to repair, replace, or relocate the City Pool and began a community input process

2016 The City began developing plans to relocate the pool

2018 The new White Salmon Valley Pool Metropolitan Park District was founded with 60% voter approval; Voters also approved a general tax levy

2019 MAY

White Salmon Community Pool closes permanently

2015–2019 Public opinion is gathered through a series of public meetings, surveys, and workshops

2020 District begins receiving tax levy revenue, new pool site is selected

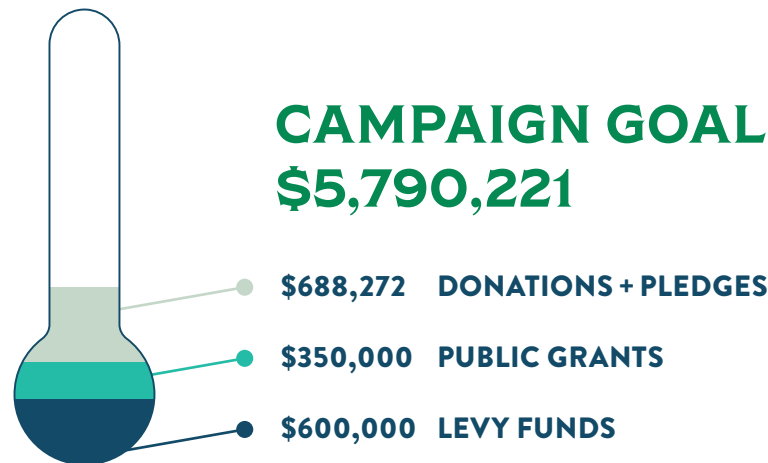
2021 Final design is approved, District applies for permit, campaign planning begins



- 1 - MECHANICAL
- 2 - MEN'S LOCKER ROOM
- 3 - COVERED ENTRY
- 4 - FAMILY LOCKER ROOMS
- 5 - TICKETING
- 6 - OFFICE
- 7 - JANITOR
- 8 - LIFEGUARD
- 9 - WOMEN'S LOCKER ROOM
- 10 - ELECTRICAL
- 11 - LAWN AREA
- 12 - 8-LANE MULTI-USE POOL

WHERE WILL THE POOL BE LOCATED?

The pool will be located on the Middle/High School Campus,
1455 NW Bruin Country Rd, White Salmon



LEFT TO RAISE \$4,151,949
SECURED TO DATE \$1,638,272

WHY NOW?

- We have been without a community pool since May, 2019.
- The geography of our region makes water safety education essential. No free, public swim lessons currently exist at nearby pools.
- Nearly 60% of renter-occupied households in White Salmon are burdened by high housing costs. A community pool offers affordable, safe recreation for all residents, regardless of income level.
- With a park district and a tax levy in place, we have the opportunity to develop a unique, significant, long-term amenity in our community.

File Attachments for Item:

A. Resolutions and Ordinances Related to Short-term Rentals

1. Ordinance 2022-02 Amending WSMC 5.02 Short-term Rentals

a) Presentation and Discussion

b) Action

2. Ordinance 2022-02 Amending WSMC 17.08 Definitions

a) Presentation and Discussion

b) Action

3. Ordinance 2022-02 Amending WSMC 17.40 Conditional Uses in Residential Districts

a) Presentation and Discussion

b) Action

4. Ordinance 2022-02 Amending WSMC 17.48 C General Commercial Districts

a) Presentation and Discussion

b) Action

5. Ordinance 2022-02 Adopting WSMC 17.57 Short-term Rentals

a) Presentation and Discussion

b) Action

6. Resolution 2022-02 Amending Resolution 2022-02 Fee for Short-term Rental Registration

a) Presentation and Discussion

b) Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 16, 2022
Agenda Item: Resolutions and Ordinances Related to Short-term Rentals
Presented By: Brendan Conboy, Land Use Planner and Jan Brending, Clerk
Treasurer

Action Required

Adoption of the following Ordinances and Resolution:

1. Ordinance 2022-02-1093 Amending WSMC 5.02 Short-term Rentals
2. Ordinance 2022-02-1094 Amending WSMC 17.08 Definitions
3. Ordinance 2022-02-1095 Amending WSMC 17.40 Conditional Uses in Residential Districts
4. Ordinance 2022-02-1096 Amending WSMC 17.48 C General Commercial Districts
5. Ordinance 2022-02-1097 Adopting WSMC 17.57 Short-term Rentals, Hosted Homeshares and Vacation Rentals
6. Ordinance 2022-02-1098 Amending WSMC 3.36.010 Fees Imposed
7. Resolution 2022-02-537 Amending Resolution 2019-12-493 Establishing Free for Short-term Rental Registration per WSMC 5.02.020

Proposed Motions

There are seven separate motions numbered to correspond with the agenda as follows:

1. Move to adopt Ordinance 2022-02-1093 Amending White Salmon Municipal Code 5.02 Short-term Rentals
2. Move to adopt Ordinance 2022-02-1094 Amending White Salmon Municipal code 17.08 Definitions
3. Move to adopt Ordinance 2022-02-1095 Amending White Salmon Municipal Code 17.40 Conditional Use in Residential Districts
4. Move to adopt Ordinance 2022-02-1096 Amending White Salmon Municipal Code 17.48 C General Commercial Districts
5. Move to adopt Ordinance 2022-02-1097 Adopting White Salmon Municipal Code 17.57 Short-term Rentals, Hosted Homeshares and Vacation Home Rentals
6. Move to adopt Ordinance 2022-02-1098 Amending WSMC 3.36.010 Fees Imposed.
7. Move to adopt Resolution 2022-02-537 Amending Resolution 2019-12-493 Establishing fee for Short-term Rental Registration per White Salmon Municipal Code 5.02.020

Explanation of Issue

The City has been working on amending its codes related to short-term rentals for approximately the past 6 months. Staff has prepared ordinances that amend and adopt new codes related to short-term rentals which will be before you on February 16, 2022.

The city issued on February 9, 2022 a State Environmental Protection Act (SEPA) Determination of Insignificance related to the codes finding that adoption of the codes would not be detrimentally harmful to the environment. There is a ten-day appeal period provided for in the notice.

The ordinances provide for an effective date of March 1, 2022 which is more than 5 days after publication as required by law.

Staff/Committee Recommendation

Staff recommends the city council adopt the 6 ordinances and 1 resolution.

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1093**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE CHAPTER 5.02
SHORT-TERM RENTALS**

WHEREAS, the City previously adopted White Salmon Municipal Code Chapter 5.02 Short-term Rentals in 2019; and

WHEREAS, the City heard concerns about short-term rentals in the city and their impact on the livability in neighborhoods where short-term rentals are located and the impact on housing in White Salmon; and

WHEREAS, the City adopted a moratorium on short-term rentals in 2021 and extended that moratorium February 2, 2022 in order to consider amendments to the city's codes regarding short-term rentals; and

WHEREAS, the City Council and Planning Commission have held three public hearings (October 27, 2021; December 1, 2021; and January 5, 2022) to hear comments on proposed amendments to White Salmon Municipal Code related to short-term rentals; and

WHEREAS, the City feels it is necessary to adopt amendments to White Salmon Municipal Code Chapter 5.02 Short-term Rentals; and

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

SECTION 1. White Salmon Municipal Code Chapter 5.02 Short-Term Rentals, is hereby amended as follows:

Key: ~~**Bold and Strike through**~~ means repealed. **Bold and underline** means new.

Chapter 5.02, Short-Term Rentals

5.02.005 - Findings, intent and purpose.

- A. In the adoption of these regulations, the city that the rental of dwelling units and lodging units for less than thirty days is an important contributor to the comprehensive plan's tourism goal. The city also finds that these short-term rentals are part of an emerging market that has the potential to be incompatible with surrounding residential uses.
- B. The regulations below are intended to create a registration of short-term rentals that will:
1. Determine the impact to the local economy;
 2. Reduce administrative burdens **for residents of White Salmon to partake in the local tourist economy and barriers to entry;**
 3. Ensure market fairness and taxation;
 4. Protect guests; and
 5. **Avoid unchecked neighborhood disruptions Mitigate neighborhood disruptions and preserve the character of White Salmon's residential neighborhoods.**
- C. This chapter provides an administrative framework for registering the annual operation of a short-term rental. A short-term rental permit is a limited permission to use property for short-term rental purposes. A permit may be modified or revoked if the standards of this chapter are not met.

5.02.010 - Definitions.

As used in this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. "Contact person." The owner or, if designated on the application for a permit, the **local** management representative authorized to act for the owner.

B. "Daytime." Between the hours of 7:00 a.m. to 10:00 p.m.

- BC.** "Dwelling unit." One or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing ~~four or more of~~ the following:

1. Refrigeration; **and**
2. Cooking facility (including cooking stove, ~~hot plate,~~ range hood, microwave, or similar appliance) ~~or wiring or venting to support same;~~ **and**
- ~~3. Dishwashing machine;~~
- ~~4.~~ Sink intended for meal preparation (not including a wet bar); **and**
- ~~5. Garbage disposal;~~
- ~~6.~~ Toilet; and ~~or~~
- ~~7.~~ Shower or bathtub.

- D.** **“Hosted homeshare.” The short-term rental of a portion of a dwelling or an attached or detached separate accessory dwelling unit (ADU) on the property of the licensee’s primary address, where the licensee is present during rental periods.**
- E.** **“Legacy short-term rental.” A permitted short-term rental within a residential zone which is nonconforming to current short-term rental regulations, but which was in existence and legally operating prior to the enactment of present regulations. Legacy permits may continue to operate until such time that the permit holder fails to renew the permit or until such time the legacy period has expired in accordance with the provisions of WSMC 17.57.060. Vested short-term rental permits within a commercial zone are not subject to legacy period limits described in WSMC 17.57.060.**
- EF.** **“Local area.” All areas in the Washington counties of ~~Clark~~, Klickitat and Skamania and the Oregon counties of Hood River, and Wasco ~~and Multnomah~~.**
- DG.** **“Lodging unit.” Permitted bedroom Bedrooms or sleeping facility facilities not meeting the criteria of a dwelling unit set forth in paragraph B subsection C, above within a primary dwelling unit but which has access to all of the facilities described above in C.**
- H.** **“Overnight.” Between the hours of 10:00 p.m. to 7:00 a.m. of the following day.**
- EI.** **“Owner.” The natural person or legal entity that owns and holds legal and/or equitable title to the property.**
- J.** **“Owner occupancy.” Owner occupancy is demonstrated through meeting the residency requirements of Section 5.02.020.**
- K.** **“Queue.” A queue shall be established if all available permits have been exhausted as a result in reaching the overall cap on permits as outline in WSMC 5.02.030.D.2 in residential zones allowing a hosted homeshare or vacation home rental. Individuals who meet all the requirements for a hosted homeshare or vacation home rental who are unable to obtain a license and permit due to the quota being reached may enter the queue on a first come, first served basis in accordance with WSMC 5.02.30.E.**
- FL.** **“Remuneration.” Compensation, money, rent or other bargained for consideration given in return for use, rent, or occupancy of a short-term rental.**
- M.** **”Short-term rental.” A dwelling unit or lodging unit for which an owner receives or seeks remuneration for use or occupancy for a period of less than thirty consecutive days per rental period. Businesses with current transient accommodation licenses (e.g. hotels, motels and bed and breakfasts) under RCW Ch. 70.62 are specifically exempted from this Chapter 5.02.**

HN. “Short-term rental permit” or “permit.” The regulatory permit required by WSMC 5.02.15 and described in this chapter.

O. **“Vacation home rental.” The short-term rental of an entire primary dwelling unit in the RL, R1, R2, or R3 zones for a maximum of 150 days per year. This does not include accessory dwelling units (ADUs).**

5.02.015 – Short-term rental permit required.

A. **Permit Required.** No owner or manager of property within the White Salmon city limits may advertise, offer, operate, rent, receive remuneration for, or otherwise make available or allow any other person to make available for occupancy a short-term rental without a short-term rental permit. Advertise or offer includes through any media, whether written, electronic, web-based, digital, mobile or otherwise.

5.02.020 - Application and fees.

A. Application Required. An application for a short-term rental permit shall be completed and submitted to the city on a form provided by the city. The application shall be signed by the owner or contact person and contain the following information:

1. Owner Information. Owner's name, permanent residence address, telephone number, owner's mailing address, **e-mail address** and the short-term rental address and **landline** telephone number, **if available**.

2. **Proof of Residency (for conforming short-term rentals within the RL, R1, R2 or R3 zones). Proof of residency of a dwelling unit shall be established through owner occupancy of the primary residence. The applicant shall provide the following items as evidence that the dwelling is the primary residence of the owner:**

a) **A copy of a voter registration associated with the local address of the proposed hosted homeshare or vacation home rental; and**

b) **A copy of a current Washington Driver’s License or Identification Card showing local address of the proposed hosted homeshare or vacation home rental; and**

c) **A copy of federal income tax return from the most recent tax year (page 1 only, financial data should be redacted) showing local address of the proposed hosted homeshare or vacation home rental.**

23. Contact Person Information. ~~If the owner does not permanently reside in the local area or is not always available when the property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the short term rental as set forth in~~

WSMC 5.02.040(C) If the owner is not always available when a vacation home or hosted homeshare property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the short-term rental as set forth in WSMC 5.02.040.

- 34.** Tax Information. A statement of intent to collect and remit all taxes associated with the short-term rental.
- 45.** Inspection Access. A statement allowing the city reasonable access to the property for the purpose of reviewing the proposal for the health and safety requirements set forth in WSMC 5.02.040.**D(D)**.
- 56.** Right to Publish Contact Information. A statement allowing the city to make owner and contact person phone numbers publicly available at City Hall **when requested through a public records request.**
- 67.** Neighborhood Notice. A statement of intent to notify neighbors as required by WSMC 5.02.040.**A(A)**.
- 78.** Good Neighbor Guidelines. A statement of intent to provide the city-provided Good Neighbor Guidelines to guests of the short-term rental.
- 89.** Parking Diagram. ~~A statement of intent to provide guests of the short term rental with a diagram of parking spaces that are available to or intended for use by the short term rental~~ **A statement that required parking spaces are available, with a dated photo(s) submitted of interior and exterior parking spaces. A site plan including a parking diagram of these parking spaces shall also be submitted and provided to guests staying in the short-term rental.**
- 910.** Liability Insurance. A statement of intent to provide liability insurance coverage as required by WSMC 5.02.040(G) **and RCW 64.37.050.**
- 11.** **Fire Safety. A completed checklist for fire safety as required by WSMC 5.02.35.B.1.**
- 12.** **Garbage Service. Proof of garbage service as required by WSMC 5.02.35.B.2.**
- 13.** **Occupancy. Occupancy limits and number of bedrooms shall be consistent with WSMC 5.02.040.**
- 1014.** Such other information as the city administrator or designee deems reasonably necessary to administer this chapter.

B. **Application Fees.** Applications under this section shall be accompanied by a **nonrefundable application fee (per applicant) and permit fee (per short-term rental)** payable to the city in ~~an~~ **the** amount established and periodically adjusted by city council resolution. **Renewal fees are due annually for the continued operation of the use and issuance of an active yearly permit.**

C. **Incomplete Application. If a permit application does not include all required materials, the application will be considered incomplete and the city will notify the applicant, by electronic mail, explaining the information required. If the applicant provides the missing required information within thirty calendar days of the date of the notice, the application will be reviewed. If the applicant does not provide the required information, the application will be deemed withdrawn and the city may refund all or a portion of the application fee.**

ED. **Discretionary Fees.** At the discretion of the city administrator or designee, the application fee may include the actual costs for labor, overhead, and expenses for outside consultant reviews and/or special inspections.

5.02.025 - Term of annual permit.

A. **Term.** A short-term rental permit shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to ~~December~~ **January** 31 and may be renewed annually by the owner or contact person provided all applicable standards of this chapter are met **for a maximum of eight consecutive years (seven consecutive permit renewals) whereupon the applicant may reapply for a permit which may be renewable for an additional eight consecutive years. Those holding existing permits may join the existing queue up to one year prior to the expiration of the permit term or when one becomes available per WSMC 5.02.030.F.**

B. **Transferability.** **The operating license shall be issued in the name of the licensee(s) and is not transferable to a new property owner or occupant without submission of a new short-term rental application. A transfer from a wholly owned entity such as a limited liability company will not require a new application, but the property owner shall provide evidence of the transfer and the new UBI number within 30 days of the transfer.**

5.02.030 - Permitting and renewal procedures.

A short-term rental permit shall be obtained and/or renewed as required in this section. This permit is in addition to the city business license required under WSMC Ch. 5.04, **and the supplemental zoning regulations under WSMC Ch. 17.57.** The ability to operate a short-term rental in the city of White Salmon shall be discontinued in the event the owner fails to obtain or renew a permit to operate as provided in this chapter.

A. **Application and Renewal Process.** A person engaging in operation of a short-term rental who has not yet obtained a permit, or who is required to renew an existing operating permit, shall do so as follows:

1. Time for Application.

- a. New Permits. For new short-term rental permits, it is the responsibility of the owner or contact person to apply for and receive a permit prior to operation of a short-term rental. **Short-term rental permits shall be processed as a conditional use permit. Applications for short-term conditional uses shall be processed administratively by the city administrator or designee.**
 - b. Existing Short-term ~~Rentals~~. A completed permit renewal application and renewal fee is due for all existing short-term rentals annually by ~~December~~ **January** 31.
2. Notice. Prior to the ~~December~~ **January** 31 annual due date, the city shall send notice of the need for a permit or expiration of a permit to the owner of any property for which an application is due as follows:
- a. For the first permit required for any short-term rental in the city, it is the owner's obligation and responsibility to apply for a permit.
 - b. For permit renewal, notice will be sent to the mailing and email addresses of the owner and contact person as provided to the city on the application.

B. Exemption for Existing “Legacy” Homeshares and Vacation Homes with the RL, R1, R2, and R3 Zones. For the purposes of this section, an existing “legacy” homeshare or vacation home is one which meets all the standards and criteria in WSMC Ch. 5.02 that were in place prior to the adoption of Ordinance 2022-02-1093 on February 16, 2022 and which is capable of demonstrating by a preponderance of credible evidence that all the elements of a nonconforming hosted homeshare or vacation home rental were extant prior to the adoption of Ordinance 2022-02-193 on February 16, 2022 as outline in WSMC 17.57.60 Legacy Permits. Applicants shall be subject to the most current fees in place for yearly permit renewal.

C. Exemption for Existing “Legacy” Short-Term Rentals within the Commercial Zones. For the purposes of this section, an existing “legacy” short-term rental is one which meets the standards and criteria of WSMC Ch. 5.02 in effect prior to the adoption of Ordinance 2022-02-1093 on February 16, 2022. The extent of the nonconformity and exemption shall be limited to compliance with the standards that were in effect in WSMC Ch. 5.02 prior to the adoption of Ordinance 2022-02-1093 on February 16, 2022 and shall remain exempt from new regulations provided the use is vested and not discontinued for a period exceeding twelve consecutive months, per WSMC 17.76.60. The applicant has the burden of proving by a preponderance of credible evidence that all the elements of a nonconforming short-term rental in

the commercial zone were extant and vested under RCW 19.27.095 prior to the adoption of Ordinance 2022-02-1093 on February 16, 2022.

D. Quantity of Permits by Location and Owner.

1. Maximum Number of Permits Per Owner.

a) A maximum of one hosted homeshare or vacation home rental permit shall be issued per owner-occupied property in the RL, R1, R2 and R3 zones.

b) There is no limit on the number of short-term rental permits a property owner may obtain in the Commercial zones.

2. Cap on Permits in the RL, R1, R2 and R3 Zones. The city shall limit the total amount of hosted homeshare and vacation home rental permits issued in the RL, R1, R2, and R3 zones to a maximum of ten percent (10%) of housing units within the city and shall be adjusted annually by the city administrator or designee based upon the most recent housing data reported by the City of the White Salmon to the Washington Office of Financial Management prior to issuance of new permits.

3. Commercial Zones. There is no cap on the number of short-term rental permits in the commercial zones. No more than thirty percent (30%) of residential units on any given parcel in the commercial zoning district may be used as short-term rentals. This number shall be rounded to the nearest integer, with a half integer rounded down, depending on the number of existing or proposed units.

For example:

<u>Units on Parcel</u>	<u>Maximum Number of Short-term Rentals</u>
<u>Up to 5 units</u>	<u>1</u>
<u>6 to 8 units</u>	<u>2</u>
<u>9 to 11 units</u>	<u>3</u>
<u>12 to 14 units</u>	<u>4</u>
<u>15 to 18 units</u>	<u>5</u>
<u>19 to 21 units</u>	<u>6</u>
<u>22 to 25 units</u>	<u>7</u>

E. Queue. In the event the maximum number of permits issued by the city within any given year reaches the ten percent (10%) threshold, the city administrator or their designee shall accept and tentatively approve conforming hosted homeshare and vacation home rentals on a first come first serve basis with the condition that a license will not be issued until such time that a permit becomes available. The queue list shall be administered and updated as needed to monitor the cap on permits for

hosted homeshares and vacation home rentals by the city administrator or their designee and be made available on the city website.

BF. Permit Expiration. For renewals, upon expiration of a thirty-day late period commencing ~~at the end of each calendar year~~ **January 31 of each year**, the ability to operate shall be conclusively presumed to be discontinued and the city will commence revocation of the permit pursuant to the procedures in WSMC 5.02.045.

5.02.035 - Criteria for approval and renewal of a permit.

A. Zoning Compliance. The property is in compliance with requirements of WSMC Ch. 17.57 Short-term Rental (Zoning).

B. Health and Safety.

1. Every short-term rental permit shall be subject to inspection by the building official or designee at the city discretion. The purpose of the inspection is to determine conformance with the Short-term Rental Fire Safety Checklist (fire extinguishers, smoke alarms, carbon monoxide detectors, posted evacuation plans, etc.). It is the owner's responsibility to assure that deficiencies identified in the checklist are addressed and that the short-term rental is and remains in substantial compliance with all applicable fire, building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.

2. Solid Waste Collection – Minimum Service Requirements. During all months that the dwelling is available for transient accommodation, Vacation Home Rentals shall have weekly solid waste collection service with assisted pick-up provided by the solid waste provider, if available. For the purposes of this section, assisted pick-up means the collection driver retrieves the cart from the driveway, rolls it out for service, and then places it back in its original location.

AC. New Permit. Upon receipt of a complete application for a new short-term rental permit and payment of all required fees and after completing all required operational requirements of ~~section~~ **WSMC 5.02.040**, below, the city administrator or designee ~~or designee~~ will issue a short-term rental permit.

BD. Permit Renewal. Upon receipt of a complete application for renewal of a short-term rental permit and payment of all required fees, the city will review the application and available information to determine compliance with the operational requirements of WSMC 5.02.040. If not met, the city administrator or designee ~~or designee~~ will not renew the permit and the property shall not be used as a short-term rental. ~~Alternatively, the city administrator may issue the permit subject to reasonable special operational standards.~~ **Incomplete applications will not be processed.**

- C. Owner's Role. The owner has the burden of proof to demonstrate compliance with each operational requirement and special standard placed on the short-term rental permit. Staff may verify evidence submitted and the applicant shall cooperate fully in any investigation.
- D. Appeals. A decision on a permit application or renewal may be appealed as provided in WSMC 5.02.055.

5.02.040 - Operational requirements.

A. Maximum Number of Nights. The maximum number of nights per year which a permitted short-term rental may be operated shall be in accordance with WSMC Ch. 17.57 and as specified below. The license shall specify whether the short-term rental will be operated as a commercial short-term rental, hosted homeshare or a vacation home rental. The maximum number of nights shall be indicated on the license and shall not be exceeded.

<u>Short-term rentals in Commercial zones</u>	<u>365 nights per year</u>
<u>Conforming hosted homeshare rentals in the RL, R1, R2 and R3 zone</u>	<u>365 nights per year</u>
<u>Conforming vacation home rentals in RL, R1, R2 and R3 zones</u>	<u>150 nights per year</u>
<u>Existing non-conforming "Legacy" short-term rentals in commercial zones</u>	<u>See WSMC 5.02.030.B</u>
<u>Existing non-conforming "Legacy" short-term rentals in RL, R1, R2 and R3 zones</u>	<u>See WSMC 5.02.030.C</u>

B. Parking.

- 1. A minimum of one (1) improved off-street parking space shall be provided for every two bedrooms. In calculating the number of spaces required, the total shall be rounded up. A photo of all parking spaces including the interior of the garage, if applicable, shall be submitted to show parking availability. Required parking may be permitted on another lot within 250 feet of the subject property with a shared parking agreement or proof of legal parking access.**
- 2. A parking diagram of the approved parking spaces shall be provided to all tenants and be available in a prominent location with the short-term rental.**

C. Occupancy. The maximum overnight occupancy for the short-term rental shall be limited to two persons per bedroom (as defined by the International Building Code)

and two additional persons (e.g., a two-bedroom dwelling is permitted a maximum overnight occupancy of six person). The maximum daytime occupancy shall be limited to the overnight occupancy plus six additional persons (e.g., a two-bedroom dwelling is permitted a maximum daytime occupancy of twelve).

D. Specific Prohibitions. The following activities are prohibited on the premises of a short-term rental during periods of short-term rental by a guest:

1. Unattended barking dogs.

2. Activities that exceed noise limitations set by WSMC Ch. 8.05 during the hours of “overnight” stay as defined in WSMC 5.02.10.

AE. Notice to Neighbors. The owner or contact person shall provide a mailing or otherwise distribute by hand **a notice to all abutting property owners and all property owners of record within a 150-foot radius prior to the initial permit, a flier to all property owners of record and/or occupants of properties adjacent to and abutting the property permitted as a short-term rental.** The notice shall include the permit number and the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the permit period, the new information must be mailed or distributed again.

B. ~~Public Availability. In addition, the city will make a registry publicly accessible within which any person can obtain the owner and contact person's name and telephone number. If the permanent contact information changes during the permit period, the new information must be provided to the city.~~

CE. Response to Complaints. The owner or contact person shall respond to neighborhood questions, concerns, or complaints in a reasonably timely manner depending on the circumstances.

1. Owner Responsibility. Reasonable initial inquiries or complaints related to the expectations set in the Good Neighbor Guidelines may first be made to the owner or contact person. However, it is not intended that the owner or contact person act as a peace officer or code enforcement officer of the city or put themselves in an at-risk situation. In such cases, the owner or contact person should contact the city to discuss resolution of the complaint.

2. Complaint Log. The owner or contact person should maintain a record of complaints and the actions taken in response to the complaint, if relevant, in a manner reasonable to document the interaction. If kept, this record can then be made available for city inspection upon request.

3. City Authority. If there is a failure to respond or a clearly inadequate response by the owner or contact person, a complaint may be submitted to the city on a form provided by the city, and the city will respond or investigate as needed. The city will first seek voluntary compliance or resolution, but if the city finds substantial evidence supports further action given the complaint(s), the city will follow the warning and revocation procedures set forth in WSMC 5.02.045.
4. Records. On request and in compliance with the public records law, the city shall provide the owner and/or contact person with the information in the complaint.
5. Grounds for Warning. Repeated failure of the owner or representative to timely and reasonably respond to a complaint(s) relayed by neighbors or city staff is considered grounds for a warning and potential revocation under WSMC 5.02.045. Repeated noise complaints regarding tenants may be grounds for a warning to the owner, if, in the reasonable judgment of the city administrator **or designee**, the circumstances indicate the owner should be held responsible. Initiating a nuisance enforcement action under WSMC Ch. 8.70 may be grounds for a warning in the appropriate circumstances.
6. Administrative Rules. The city administrator **or designee** may establish administrative rules to interpret, clarify, carry out, and enforce the provisions of this chapter. A copy of such administrative rules shall be on file and made available at City Hall.

~~**D. Health and Safety. Every short-term rental permit shall be subject to inspection by the building official or designee at the city's discretion, but no less than once every five years. The purpose of the inspection is to determine conformance with the Short-Term Rental Fire Safety Checklist (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.). It is the owner's responsibility to assure that deficiencies identified in the checklist are addressed and that the short-term rental is and remains in substantial compliance with all applicable fire, building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.**~~

EG. Taxation. The owner shall fully comply with all applicable city and state tax reporting and payment requirements, especially lodging taxes due to the city under WSMC **Ch. 3.50** and retail sales and use taxes due under WSMC **Ch. 3.04**.

FH. Mandatory Postings. Important information related to the permitting and use of the short-term rental shall be displayed in a prominent location within the interior of the dwelling, either adjacent to the front door or in a highly visible rental binder. The information shall include:

1. The short-term rental permit; **and**

2. Any special standards placed on the short-term rental permit; **and**
3. The property address; **and**
4. The name of the owner and contact person and a telephone number where the owner and contact person may be contacted; **and**
5. The parking diagram of the parking spaces available for use by the short-term rental. The parking diagram may include on-street parking areas, but on-street parking is not for the exclusive use of any home or short-term rental; and
6. The city-provided Good Neighbor Guidelines. Additionally, the city encourages all owners to incorporate the Good Neighbor Guidelines into the rental contract; **and**
- 7. All other safety requirements of RCW 64.37.030 not listed herein and as amended hereafter.**

G. Liability Insurance. The owner shall maintain liability insurance which expressly covers the property's use as a short-term rental **that meets RCW 64.37.050 and as amended hereafter.**

5.02.045 - Revocation procedure.

A. In addition to the penalties described in WSMC 5.02.050, the following provisions apply to violations of this chapter:

1. Failure to renew a permit as set forth in WSMC 5.02.030 is grounds for revocation of the short-term rental permit.
2. Failure to timely pay lodging or sales taxes required by WSMC 5.02.040.E or to otherwise meet the operational requirements of WSMC 5.02.040 is grounds for revocation of the permit.
3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for revocation of the permit.
4. Such other violations of this chapter of sufficient severity in the reasonable judgement of the city administrator **or designee**, so as to provide reasonable grounds for revocation of the permit.
5. Other violations of this chapter, including but not limited to city-initiated investigation/sustaining of complaints, shall be processed as follows:
 - a. For the first and second violations within a twelve-month period, the sanction shall be a warning notice.

- b. If the same offense continues to occur or a third similar offense occurs at any time during a twelve-month period, the city may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.
- B. Notice of Decision/Appeal/Stay. If the short-term rental permit is updated or revoked as provided in this section, the city administrator or designee shall send written notice to the owner stating the basis for the decision. The notice shall provide a date that a short-term rental permit is to be revoked and shall be no earlier than thirty calendar days from the date of the notice. Provide, however, stays booked prior to the notice of permit revocation may be honored by the owner or manager unless the revocation was due in part to life, health, or safety violations that pose a risk to the renters. The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The owner may appeal the city administrator's decision under the procedures set forth in WSMC 5.02.055. Upon receipt of an appeal, the city administrator or designee shall stay the update or revocation decision until the appeal has been finally determined by the city council.

5.02.050 - Violations—Penalties.

- A. In addition to the revocation procedures of WSMC 5.02.045, any person or owner who uses, or allows the use of, property in violation of this chapter is guilty of a class 1 civil infraction under RCW 7.80.120(1)(a) and is subject to fine ~~or~~ of two hundred fifty dollars per violation. Each day a dwelling is used in violation of this chapter shall be considered a separate violation. Furthermore, the use is subject to abatement as a nuisance under WSMC Ch. 8.07.
- B. The following conduct also constitutes a violation of this chapter subject to punishment as Class I Civil Infraction:
 - 1. Renting or representing a dwelling unit or lodging unit as available for occupancy or rent as a short-term rental where the owner does not hold a valid permit issued under this chapter, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating permit, or exceeding rental days per WSMC Ch. 5.02 and WSMC Ch. 17.57; and
 - 2. Advertising or renting a short-term rental in a manner that does not comply with the standards of this chapter; and
 - 3. Failure to comply with the operational requirements of WSMC 5.02.040.

5.02.055 - Appeals.

- A. Appellant—Standing. Only the owner or contact person shall have standing to appeal a decision by the city to deny, revoke or attach special operational standards to a short-term rental permit.

- B. Authority to Decide Appeal. The city council shall be responsible for determining an appeal of a decision brought under WSMC 5.02.055.A.
- C. Time for Filing. An appellant is required to file a written notice of appeal including the basis for the appeal within fourteen calendar days of the permit determination being appealed. This requirement is jurisdictional and late filings shall not be allowed.
- D. Fee for Appeal. The city council may establish by resolution a fee for filing an appeal, and payment of the required fee shall be jurisdictional.
- E. Hearing. After receiving written notice of appeal, the city administrator or designee shall schedule a hearing on the appeal before the city council. At the hearing, the appellant shall have the opportunity to present evidence and arguments as may be relevant. The council may direct staff to draft findings of fact and interpretations of code or law to be considered at a later council meeting.
- F. Standard of review and decision. The council shall determine whether the city's decision was based on a preponderance of the evidence. A decision of the council shall be based on the evidence received, in writing and signed by the mayor, and issued no later than thirty calendar days after the close of the hearing.
- G. Finality. The council's decision shall be final on the date of mailing the decision to the appellant. The council's decision is the final decision of the city and is appealable only under the Land Use Petition Act (LUPA), RCW Ch. 36.70C.

5.02.060 - Discontinuance of short-term rental occupancy.

- A. After Revocation. After a short-term rental permit has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a new permit is issued, and the owner of the property to which the permit applied and whose permit has been revoked shall not be eligible to reapply for a short-term rental permit for short-term rental on the same property for a period of twelve months from the date of revocation.
- B. After Expiration. If a short-term rental permit expires, the dwelling unit may not be used or occupied as a short-term rental. The owner of the property to which the permit applied and whose permit has expired shall be required to apply for and obtain a short-term rental permit before the property may be lawfully used or occupied as a short-term rental.

5.02.065 - Remedies not exclusive.

The remedies provided in this chapter are in addition to, and not in lieu of, all other legal remedies, criminal and civil, which may be pursued by the city to address any violation of this code.

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1094**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE CHAPTER
17.08 DEFINITIONS**

WHEREAS, the City previously adopted White Salmon Municipal Code Chapter 5.02 Short-term Rentals in 2019; and

WHEREAS, the City heard concerns about short-term rentals in the city and their impact on the livability in neighborhoods where short-term rentals are located and the impact on housing in White Salmon; and

WHEREAS, the City adopted a moratorium on short-term rentals in 2021 and extended that moratorium February 2, 2022 in order to consider amendments to the city's codes regarding short-term rentals; and

WHEREAS, the City Council and Planning Commission have held three public hearings (October 27, 2021; December 1, 2021; and January 5, 2022) to hear comments on proposed amendments to White Salmon Municipal Code related to short-term rentals; and

WHEREAS, the City feels it is necessary to adopt amendments to White Salmon Municipal Code Chapter 17.08 Definitions that relate to short-term rentals; and

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

SECTION 1. White Salmon Municipal Code Chapter 17.08 Definitions, is hereby amended as follows:

Key: ~~**Bold and Strike through**~~ means repealed. **Bold and underline** means new.

Chapter 17.08 Definitions

17.08.010 Interpretation of language.

For the purpose of this title, certain terms are defined in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural, and words in the plural number include the singular; the word "person" may be taken for persons, associations, firms, co-partnerships or corporations; the word "structure" includes building; the word "occupied" includes premises designated or intended to be occupied; the word "used" includes designated or intended to be used; and the word "shall" is always mandatory and not merely directive.

17.08.015 Abut and abutting.

"Abut and abutting", unless otherwise specified in this chapter for specific purposes, means an area of land or a building that is directly adjacent to or has a common boundary with the land or building at issue.

17.08.020 Accessory dwelling unit.

"Accessory dwelling unit" (ADU) means a habitable living unit added to, created within, or detached from the principal single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation.

17.08.030 Accessory use or structure.

"Accessory use or structure" means a use or structure which is subordinate to the principal use of a building on the lot serving a purpose customarily incidental to the principal use of a building.

17.08.040 Adult boarding homes.

"Adult boarding homes" means any home or other institution which is licensed to operate and provide board and domiciliary care to seven or more persons, not related by blood or marriage to the operator, as defined in RCW Chapter 18.20.020.

17.08.050 Alley.

"Alley" means a public right-of-way not over thirty feet wide which affords, generally, a secondary means of access to abutting lots, not intended for general use.

17.08.060 Apartment house.

"Apartment house" means a building or portion thereof used or intended to be used as a residential unit for long-term rent or lease of thirty days or more with three or more families or householders living independently of each other.

17.08.070 Basement.

"Basement" means a portion of a building included between a floor, with its level four feet or more below the level from which the height of the building is measured and the ceiling next above such floor; provided, that the floor of said basement is located an average of four feet below finish grade at the building face with no portion of the basement being more than eight

feet above finish grade. A basement is not to be considered a story for purposes of height determination.

17.08.080 Bed and breakfast.

"Bed and breakfast" means an establishment in a residential district that contains up to five guest bedrooms, is owner or manager occupied, provides a morning meal, and limits the length of stay to fifteen consecutive days per month.

17.08.090 Billboard.

"Billboard" means an outdoor advertising sign, being any structure or portion thereof, situated on private premises, upon which lettered or pictured material is displayed for advertising purposes, other than the name and the occupation of the user, or the nature of the business conducted on such premises or the products primarily sold or manufactured thereon.

17.08.100 Building.

"Building" means any structure, permanent, mobile, demountable or movable, built or used for the support, shelter or enclosure of any persons, animals, goods, equipment, or chattels and property of any kind.

17.08.110 Building line.

"Building line" means a line parallel with the property line located on the inside border of the required yard.

17.08.120 Bulk plant.

"Bulk plant" means an establishment where flammable liquids are received by tank vessel, pipelines, tank car or tank vehicle, and are stored or blended in bulk for the purpose of distributing such liquids by tank vessel, pipeline, tank car, tank vehicle or container.

17.08.130 Clinic.

"Clinic" means a building or portion of a building containing offices and facilities for providing medical, dental or psychiatric services for outpatients only.

17.08.140 Commercial recreation.

"Commercial recreation" means the provision of recreation-related products or services by private enterprise for a fee.

17.08.150 Comprehensive plan.

"Comprehensive plan" means a generalized coordinated land use policy statement of the city that is adopted by the city.

17.08.160 Condominium unit.

"Condominium unit" means one of a group of housing units where each homeowner owns their individual unit space, and all dwellings typically share ownership of areas of common use. Individual units normally do but are not required to share common walls. A condominium project limits the individual ownership to that of the units rather than dividing the ownership of a

parcel of land by subdivision or short subdivision. All or most of the land in the project is owned in common by all the homeowners. The maintenance responsibility for common land and amenities is managed by an association established by the declaration or bylaws and supported by dues paid by owners of the individual units. Each owner pays taxes on their individual condominium unit and is free to sell at will. The exterior walls and roof of units are typically insured by the condominium association, while all interior walls and items are typically insured by the individual owner. Zoning regulations, standards, and criteria are applicable to condominium development. In addition to required compliance with RCW Chapter 64.34, Condominium Act, and all other state and federal regulations, a condominium project must comply with all land use and environmental review. Maximum dwelling unit densities, all standards applicable to specified housing and structure types, and all site and street standards are applied to proposed condominium projects through the site plan review process and approval of a binding site plan is required prior to development of any condominium project regardless of the need or lack of need to subdivide the land.

17.08.170 Council.

"Council" means the city council.

17.08.180 Day care center.

"Day care center" is a duly licensed day care provider which accommodates more than five children and less than thirteen children in the provider's home.

17.08.190 Density provisions.

"Density provisions" mean requirements for each land use district to encourage, protect and preserve the health, safety and general welfare of the area through standards which include yards, height, bulk, lot area, lot coverage, and occupancy limitations.

17.08.200 Director of planning.

"Director of planning" means the person designated by the city council, who is charged with the responsibility of administering the zoning ordinance in terms of the comprehensive plan and in accordance with the decisions of the planning commission, the board of adjustment and the city council.

17.08.210 District or zone.

"District" or "zone" means a section or district of the city within which standards governing the use of the buildings and premises are uniform.

17.08.220 Duplex.

"Duplex" means a two-family structure with a common roof.

17.08.230 Dwelling.

"Dwelling" means a building or portion thereof providing complete housekeeping facilities for one family.

17.08.240 Dwelling group.

"Dwelling group" means and shall consist of three or more detached dwelling structures located on the same lot.

17.08.250 Dwelling unit.

"Dwelling unit" means one or more rooms in a building designed for occupancy by one family for living and sleeping purposes and having not more than one kitchen. **For the purposes of hosted homeshares and vacation home rentals a dwelling unit is defined in WSMC 5.02.010.C.**

17.08.260 Exception.

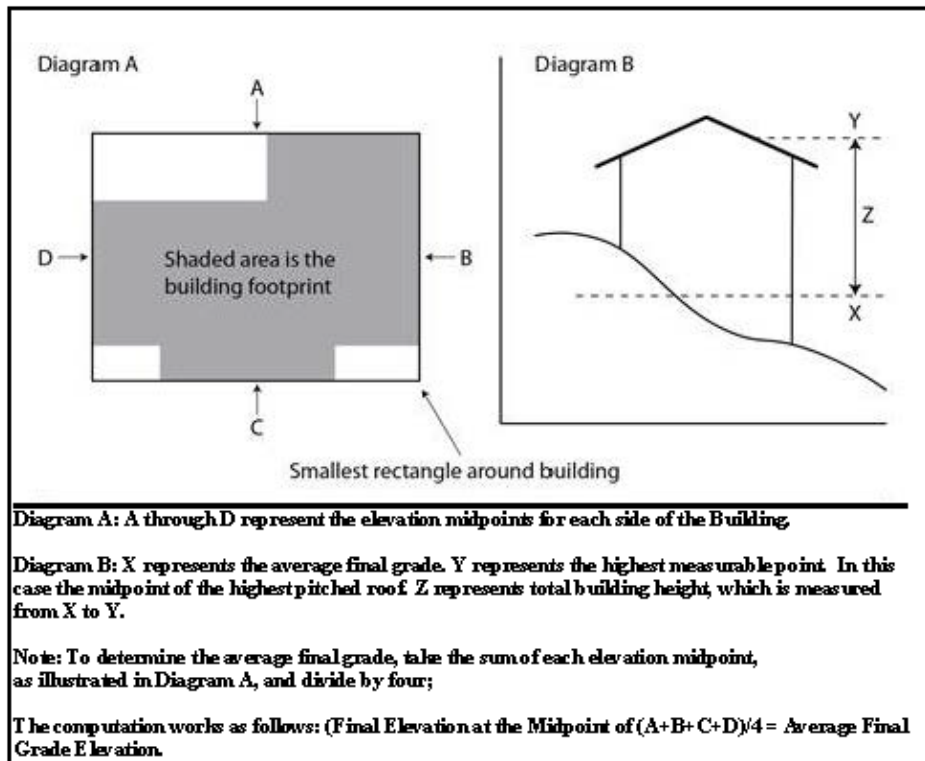
"Exception" means a use permitted only after review of an application therefor by the board of adjustment, rather than administrative officials.

17.08.270 Family.

"Family" means a person living alone, or two or more persons customarily living together as a single household or housekeeping unit and using common cooking facilities, as distinguished from a group occupying a hotel, club, board or lodging house.

17.08.280 Height of building.

- A. "Height of building" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable ridge of a pitched or hipped roof. The reference datum shall be calculated as follows:
 - 1. Determine the smallest rectangle as illustrated in Diagram A that encompasses all four corners of the proposed building pad (includes covered decks and covered porches) at final grade.
 - 2. Determine the relative elevation at all four corners of the rectangle as illustrated in Diagram B below.
 - 3. Determine the reference datum elevation using the diagram instructions below.
 - 4. Flat roofs and roofs greater than 6-12 pitch angle will be measured from the highest point.
- B. The height of a stepped or terraced building is the maximum height of any segment of the building.



17.08.290 Home occupation.

"Home occupation" means an operation of a personal business within a dwelling or accessory buildings by a member or members of a family residing therein. A home occupation is not a client-patronage office or the principal place of call for the business operation.

- A. Only persons residing on the premises may be engaged in the home occupation.
- B. There shall be no outside displays of merchandise.
- C. The home occupation shall not affect the outside appearance as a residence. Business shall be conducted in such a manner as to give no outward appearance nor manifest any characteristic of a business that would infringe upon the rights of neighboring residents to enjoy a peaceful occupancy of their homes.
- D. Business signs shall be permitted as per Sign Ordinance, Chapter 15.12 of this code.

17.08.295 Hosted homeshare.

“Hosted homeshare” means the short-term rental of a portion of a dwelling or an attached or detached separate accessory dwelling unit (ADU) on the property of the licensee’s primary address, where the licensee is present during rental periods.

17.08.300 Hotel.

"Hotel" means a commercial property on one or more adjacent parcels designed and intended to provide overnight lodging to transient guests for a fee. A hotel generally consists of a lobby, rented units that are entered from the inside of the building, has a minimum of seven rental units, on-site staff, and a transient lodging license as issued and administered by the Washington State Department of Health. A hotel is not a short-term rental.

17.08.310 Junkyard.

"Junkyard" means a place where waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including house-wrecking yards, used-lumber yards, and yards for the use of salvaged house-wrecking and structural steel materials and equipment.

17.08.315 Legacy short-term rental.

“Legacy short-term rental” means a permitted short-term rental within a residential zone which is nonconforming to current short-term rental regulations, but which was in existence and legally operating prior to the enactment of present regulations. Legacy permits may continue to operate until such time that the permit holder fails to renew the permit or until such time that the legacy period has expired in accordance with the provisions of WSMC 17.57.060. Vested short-term rental permits within a commercial zone are not subject to the legacy period limits described in WSMC 17.57.060.

17.08.320 Lot.

"Lot" means a parcel of land, under one ownership, used or capable of being used under the regulations of this title, including both the building site and all required yards and other open spaces.

17.08.330 Lot coverage.

"Lot coverage" means that portion of a lot that is occupied by the principal building and its accessory building(s), expressed as a percentage of the total lot area. It shall include all projections except eaves.

17.08.340 Lot depth.

"Lot depth" means the horizontal distance between the front and rear lot lines.

17.08.350 Lot width.

"Lot width" means the distance between side lot lines, measured at the front yard building line; in case of irregular-shaped lots, the lot shall be measured at a point midway between the front and rear lot lines.

17.08.360 Major thoroughfares.

"Major thoroughfares" means primary and secondary arterials and state highways, as shown on the comprehensive plan.

17.08.370 Manufacture.

"Manufacture" means the converting of raw, unfinished materials or products, or any or either of them, into an article or articles or substance of a different character, or for use for a different character, or for use as a different purpose.

17.08.380 Manufactured home.

"Manufactured home" means a single-family dwelling built in accordance with the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code; and complying with the standards as designated on the data plate (HUD and L&I certification requirements) and with all the provisions of the in effect at the time of its construction. A manufacture home also

- Includes plumbing, electrical systems and HVAC;
- Has exterior siding similar in appearance to that used in recently constructed single-family dwellings;
- Has a roof constructed of composition, wood shake or shingle coated metal or similar material;
- Is built on a permanent chassis; and
- Can be transported in one or more section.

17.08.390 Mobile home.

"Mobile home" means a structure, constructed before June 15, 1976, that is transportable in one or more sections that are eight feet or more in width and thirty-two or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and bearing the "Mobile Home" insignia of the Washington State Department of Labor and Industries, commonly referred to as a single wide.

17.08.400 Mobile home park.

"Mobile home park" means any property used for the accommodation of inhabited manufactured or mobile homes, which are rented or held out for a period of no less than thirty days for rent to others for the primary purpose of production of income.

17.08.410 Modular home.

"Modular home" means housing units that are built off-site in accordance with applicable building codes and bearing the appropriate insignia indicating such compliance, and shipped by truck or other conveyance to the building site, where the home is assembled on a permanent foundation.

17.08.420 Motel.

"Motel" means a commercial property with a single or multiple buildings on one or more adjacent parcels designed and intended to provide overnight lodging to transient guests for a fee. A motel shall consist of on-call staff located on the same premises. Rented units are entered from the outside of the building; the facility has a minimum of five rental units and a transient lodging license as issued and administered by the Washington State Department of Health. A motel is not a short-term rental.

17.08.430 Multiple-family residence.

"Multiple-family residence" means a building arranged to be occupied by more than two families.

17.08.440 Net area—Net development area.

"Net area" or "net development area," means the total usable area, exclusive of space dedicated to such things as streets, easements and uses out of character with the principal uses. The net area is used to compute density equivalents where applicable in this title.

17.08.450 Nonconforming building or structure.

"Nonconforming building or structure" means a building, structure or portion thereof that was legally in existence, either constructed or altered at the time of passage of the ordinance or amendments thereto, which does not conform with this title or amendments thereto.

17.08.460 Nonconforming use.

"Nonconforming use" means a use or an activity involving a building or land occupied or in existence at the effective date of the ordinance codified in this title, or at the time of any amendments thereto, which does not conform to the standards of the zoning district in which it is located.

17.08.470 Nursing home.

"Nursing home" means any home, place or institution which operates or maintains facilities providing care for convalescent or chronically ill persons or both for a period longer than twenty-four consecutive hours for three or more persons, not related by blood or marriage to the operator, who by reason of illness or infirmity are unable to properly care for themselves.

17.08.480 Off-street parking space.

"Off-street parking space" means a permanently surfaced area not situated within a public right-of-way for the parking of a motor vehicle.

17.08.490 Place of public assembly.

"Place of public assembly" means auditoriums, spectator sporting venues, arcades, public plazas, courtrooms, large lecture halls, outdoor stadiums, museums, accessory conference rooms, food courts, or public rooftop terraces; similar uses may be allowed at the discretion of the city council.

17.08.500 Principal uses permitted outright.

"Principal uses permitted outright" means uses allowed as a matter of right within certain land use districts without public hearing, zoning permit, conditional exception, or variance; provided, that such use is in accordance with requirements of a particular district and general conditions stated elsewhere in this title.

17.08.510 Prohibited uses.

"Prohibited uses" means any use which is not specifically enumerated or interpreted as allowable in that district.

17.08.520 Service station.

"Service station" means a retail establishment for the sale on the premises of motor vehicle fuel and other petroleum products and automobile accessories, and for the washing, lubrication and minor repair of automotive vehicles.

17.08.530 Short-term rental.

"Short-term rental" means a ~~residential~~ lodging use per WSMC Ch. 5.02 and Ch. 17.57, that is not a hotel or motel or bed and breakfast in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by the ~~residence~~ property owner or operator for a fee for fewer than thirty consecutive nights.

17.08.540 Story.

"Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it; or, if there is no floor above, then the space between such floor and the ceiling next above it.

"First story" means any floor not over four and one-half feet above average pre-development (natural) ground level at the front line of the building.

17.08.550 Story, half.

"Half-story" means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level. A half-story containing independent apartments or living quarters shall be counted as a full story.

17.08.560 Street.

"Street" means a public way which affords a primary means of access to property.

17.08.570 Tiny house.

"Tiny house" and "tiny house with wheels" means a dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation built in accordance with the state building code and constructed in accordance with WAC 51-51-60104 and does not have an interior habitable area greater than four hundred square feet excluding sleeping lofts.

17.08.580 Tourist facilities.

"Tourist facilities" means, as used in the chapter, amenities for tourists or visitors. Tourist facilities do not include lodging.

17.08.590 Townhouse.

"Townhouse" means a single-family dwelling unit constructed as one of two or more attached units separated by property lines at common walls with open space on at least two sides.

17.08.600 Townhouse building.

"Townhouse building" means a structure which is comprised of two or more townhouses.

17.08.610 Use.

"Use" means an activity or purpose for which land or premises or a building thereon is designed, arranged or intended, or for which it is occupied, maintained, let or leased.

17.08.615 Vacation home rental.

“Vacation home rental” means the short-term rental of an entire primary dwelling unit in allowed residential zones. This does not include accessory dwelling units (ADUs) which are permitted under the “hosted homeshare” definition.

17.08.620 Variance.

"Variance" means a modification of the regulations of this title, when authorized by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

17.08.630 Vicinity.

"Vicinity" means the area surrounding a use in which such use produces a discernible influence by aesthetic appearance, traffic, noise, glare, smoke, or similar influences.

17.08.640 Yards.

"Yards" means land, unoccupied or unobstructed from the ground upward, except for such encroachments as may be permitted by this title, surrounding a building site.

17.08.650 Yard, front.

"Front yard" means an open space, other than the court, on the same lot with the building, between the front line of the building (exclusive of steps) and the front property line.

17.08.660 Yard, rear.

"Rear yard" means an open space on the same line with the building, between the rear line of the building (exclusive of steps, porches and accessory buildings other than garages or workshops addressed in underlying zone) and the rear line of the lot.

17.08.670 Yard, side.

"Side yard" means an open space on the same lot with the building, between the side wall line of the building and the side wall line of the lot.

17.08.680 Zone.

"Zone" means a specific area or district designated on the official interim zoning map. Such area is subject to all the regulations applicable to the zone contained in this title.

17.08.690 Zoning.

"Zoning" means the regulation of the use of lands, or the manner of construction related thereto, in the interest of achieving public benefit, protecting public welfare, maintaining compatibility between uses, while providing for orderly growth and development, that supports a comprehensive plan for development. Public lands are zoned as such on the city zoning map. Use of public land for public and quasi-public land uses and buildings providing for proprietary-type services shall be required to comply with applicable provisions of the zoning ordinance. Users of public land for governmental activities are encouraged to understand applicable land use regulations and to cooperate under these regulations in order to secure harmonious development.

17.08.700 Zoning lot.

"Zoning lot" means a tract of land occupied or to be occupied by a principal building and its accessory facilities, together with such open spaces and yards as are required under the provisions of this title, having not less than the minimum area required by this title for a zoning purpose in the district in which such land is situated, and having its principal frontage on a public street of standard width. A "zoning lot" need not necessarily coincide with the "record lot," which refers to land designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the records of the county.

17.08.710 Zone transition lot.

"Zone transition lot" means a parcel of land abutting a district boundary where the district boundary is not a street.

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1095**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE CHAPTER
17.40 CONDITIONAL USES IN RESIDENTIAL DISTRICTS**

WHEREAS, the City previously adopted White Salmon Municipal Code Chapter 5.02 Short-term Rentals in 2019; and

WHEREAS, the City heard concerns about short-term rentals in the city and their impact on the livability in neighborhoods where short-term rentals are located and the impact on housing in White Salmon; and

WHEREAS, the City adopted a moratorium on short-term rentals in 2021 and extended that moratorium February 2, 2022 in order to consider amendments to the city’s codes regarding short-term rentals; and

WHEREAS, the City Council and Planning Commission have held three public hearings (October 27, 2021; December 1, 2021; and January 5, 2022) to hear comments on proposed amendments to White Salmon Municipal Code related to short-term rentals; and

WHEREAS, the City feels it is necessary to adopt amendments to White Salmon Municipal Code Chapter 17.40 Conditional Uses in Residential Districts that relate to short-term rentals; and

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

SECTION 1. White Salmon Municipal Code Chapter 17.08 Definitions, is hereby amended as follows:

Key: ~~**Bold and Strike through**~~ means repealed. **Bold and underline** means new.

Chapter 17.40 Conditional Uses in Residential Districts

17.40.010 Uses authorized when.

The uses set out in this chapter may be authorized by the planning commission as conditional uses in residential districts, as indicated. Such uses, although not permitted outright, shall not be deemed nonconforming if existing on September 19, 1973.

17.40.020 Residential conditional uses designated.

Conditional uses for all residential districts include:

- A. Parks and playgrounds;
- B. Churches and other religious or charitable organizations;
- C. Public and governmental buildings and uses;
- D. Fire and police stations;
- E. Libraries;
- F. Adult boarding homes, nursing homes;
- G. Bed and breakfasts, as defined;
- ~~H. The renting of rooms by the resident owner for lodging purposes only, and for the accommodation of not more than two roomers in the dwelling unit;~~
- H. The accessory use of a primary residence has a hosted homeshare or vacation home rental per the requirements of WSMC Ch. 5.02 and WSMC Ch. 17.57.**
- J. Schools, day care and assisted living facilities;
- K. Home businesses that cannot comply with the standards applied to a home occupation allowed in residential zones may request a conditional use permit seeking conditional permit to operate a home business at a larger or more extensive scale than allowed as a home occupation. A home business will need to address all conditional use permit criteria in a manner that demonstrates how operation of a home based business at the alternate scale will maintain compatibility with surrounding permitted uses and retain the residential nature of the site from which it is operated.
- L. Accessory dwellings as allowed for in base zones and subject to all applicable standards in Chapter 17.64.
- M. Residential PUD in RL - Low density residential zone subject to all applicable PUD standards in Chapter 17.75.

- N. Cottage infill development in R-2 or R-3 residential zones subject to all applicable cottage infill standards in Chapter 17.73.
- I. Other conditional uses as authorized by the city council that are customarily incidental to permitted and conditional uses allowed in residential district.

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1096**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE CHAPTER
17.48 C GENERAL COMMERCIAL DISTRICTS**

WHEREAS, the City previously adopted White Salmon Municipal Code Chapter 5.02 Short-term Rentals in 2019; and

WHEREAS, the City heard concerns about short-term rentals in the city and their impact on the livability in neighborhoods where short-term rentals are located and the impact on housing in White Salmon; and

WHEREAS, the City adopted a moratorium on short-term rentals in 2021 and extended that moratorium February 2, 2022 in order to consider amendments to the city’s codes regarding short-term rentals; and

WHEREAS, the City Council and Planning Commission have held three public hearings (October 27, 2021; December 1, 2021; and January 5, 2022) to hear comments on proposed amendments to White Salmon Municipal Code related to short-term rentals; and

WHEREAS, the City feels it is necessary to adopt amendments to White Salmon Municipal Code Chapter 17.48 C General Commercial Districts that relate to short-term rentals; and

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

SECTION 1. White Salmon Municipal Code Chapter 17.08 Definitions, is hereby amended as follows:

Key: ~~**Bold and Strike through**~~ means repealed. **Bold and underline** means new.

17.48.010 Purpose—Use restrictions generally.

In the C district, it is intended that structures, premises and facilities would provide a major shopping and business center serving an urban and/or agricultural area of sufficient population to support the facilities provided.

17.48.020 Principal uses permitted outright.

Principal use listed as uses permitted outright in the C district are intended to be retail and service oriented uses focused on sales of goods and services to end users. Permitted uses include:

- A. Retail - Retail stores and shops providing goods and services, including hardware, dry goods, apparel, home appliances, jewelry, photographic studio, furniture and boat sales; gift shop;
- B. Service and Professional Space - Cafe, tavern, theater (including outdoor), radio and television, bank, business or professional office;
- C. Repair and Sales - Automobile, truck and machinery dealer (new and used), garage, and automobile, truck and other passenger vehicle repair reconditioning, painting, upholstery, motor rebuilding, body and fender work; refrigerated locker rental, shoe repair, bakery, supermarket, tailoring;
- D. Preparation and Sales - Formulating and preparing for sale such products as bakery goods, candy, cosmetics, dairy products, drugs, food and beverage products; including brewer, distillery, or winery in conjunction with a pub eatery or tasting room;
- E. Hospitality - Hotel, motel and tourist facilities; places of public assembly; commercial recreation **does not include short-term rental, see WSMC 17.48.030.D;**
- F. Artisan Manufacture and Sales - Boatbuilding; instruments, dishware, candles, glassware; metal work and welding; other items assembled from various raw materials such as wood, bone, cellophane, canvas, cloth and glass; spinning or knitting of cotton, wool, flax or other fibrous materials; stone, marble and granite monument works;
- G. Other commercial uses determined to be similar to the above uses may be permitted, subject to approval of the planning commission.

17.48.030 Conditional uses.

Uses which may be authorized subject to conditional use permit review by the planning commission **or where otherwise delegated to the Planning Administrator within subject sections** in a C district are intended to provide for compatible manufacturing, light industrial, residential, and storage uses especially in conjunction with retail use. Uses possible to permit conditionally include:

- A. Residential - Condominium, apartment, and other dwelling types including balconies, outside courts or patios and constructed or renovated to be included as an integral part of a commercial or retail structure with the following conditions:
1. The dwelling units shall have a minimum living area of six hundred square feet and a maximum of one thousand five hundred square feet.
 2. Residential uses shall not be more than sixty percent of the total square footage of the structure(s).
 3. The design of commercial establishments which include dwellings shall be a matter subject to review and approval by the planning commission.
 4. If located on or along a commercial street front the building design shall be required to support and contribute to street front commerce; or

Stand alone dwellings incidental to and used in conjunction with the primary permitted use when found to be compatible with and clearly incidental to the primary use and surrounding uses, e.g., care taker cottage or housing for family or others principally engaged in the primary business. This provision is intended for application in conjunction with a business that is not located in an area characterized by typical commercial street frontage.

The planning commission specifically reserves the right to disapprove construction of dwellings in conjunction with commercial development on the basis of health, safety and welfare of potential occupants or if location of dwelling units displaces or is likely over time to displace the street front commercial presence of a retail structure.

- B. Light manufacturing, repair, and storage - Including equipment repair, and machine shop uses such as:
1. Assembly, fabrication and distribution of metal products, electrical appliances, electronic instruments and devices;
 2. Research and development including testing sites for instruments and devices developed for proprietary use or sale;
 3. Repair, reconditioning, or rebuilding of fleet vehicles, farm equipment, heavy commercial equipment;
 4. Wholesale distribution of fuel or foodstuffs including: heating oil or natural gas, brewery, distillery, winery, cereal mill;
 5. Equipment storage of contractors' or loggers' equipment and truck storage yard, plant, repair, rental; storage of materials and parking of vehicles integral to the principal uses permitted outright; storage and parking; contained within an

enclosed building or screened in a manner to avoid conflicts with surrounding permitted uses.

6. Other storage conducted within an enclosed building or otherwise screened and shielded in a manner to achieve compatibility with surrounding uses.

C. Small animal hospitals, veterinary facilities or offices.

D. Short-term rentals pursuant to the standards of WSMC Ch. 5.02 and WSMC Ch. 17.57.

DE. Any other uses judged by the planning commission to be no more detrimental to adjacent properties than, and of the same type and character as, the above-listed uses.

In addition to conditions applied in response to conditional use permit criteria; design standards listed in the commercial zone will be applied and included as conditions of approval when necessary to achieve compatibility with existing and permitted uses in the area.

17.48.040 Accessory uses.

Accessory uses permitted outright in a C district are as follows:

- A. Uses and structures customarily incidental to principal uses permitted outright;
- B. Signs as permitted by the Sign Ordinance, Chapter 15.12 of this code;
- C. Commercial parking lots for private passenger vehicles only.

17.48.060 Density provisions.

Density provisions for the C district are as follows:

- A. Maximum building height: three stories, but not to exceed thirty-five feet;
- B. Minimum lot: none;
- C. Minimum front yard depth: none required;
- D. Minimum side yard, interior lot: none required;
- E. Minimum side yard, corner lot: none required;
- F. Minimum side yard, zone transition lot: same as requirement of adjoining more-restrictive district;
- G. Minimum rear yard: none; except when abutting an R district, twenty feet.

17.48.070 Prohibited uses.

- A. Industrial and manufacturing uses or services unless limited in nature and permitted in accordance with uses listed above.

- B. Warehouses and storage facilities unless limited in nature and permitted in accordance with uses listed above.
- C. Junk and salvage yards, automobile or truck wrecking yards.
- D. Open storage areas.
- E. Any business, service, repair, processing or storage not conducted wholly within an enclosed building, except for off-street parking, off-street loading, automobile service stations and limited outside seating for restaurants and cafes.
- F. Processes and equipment and goods processed or sold determined to be objectionable by reason of odor, dust, smoke, cinders, gas, noise, vibration, refuse matter, water-carried waste, or not in compliance with the fire code.

17.48.075 Development and design standards.

- A. Property development standards—All new development shall conform to Chapter 17.81, Site and Building Plan Review, and to any and all architectural and design standards which may be adopted by the city.
- B. Roof standards/surfacing:
 - 1. Finished roof material shall meet Class "C" roof standards. Dark and non-reflective roofing material shall be used for all visible roof surfaces.
- C. Roof standards/mechanical equipment and venting:
 - 1. All mechanical equipment located on roof surfaces such as, but not limited to, air conditioners, heat pumps, fans, ventilator shafts, duct work, or related devices or support work, shall be screened from view when possible and visible equipment shall be of a matte and/or non-reflective finish, unless reviewed and determined by the planning commission to be compatible with or a positive addition to the design and character of the commercial area. This restriction shall not apply to radio/television antennas or dishes (see Chapter 17.78).
 - 2. All exposed metal flashing, roof jacks and plumbing vents shall be matte finishes/non-reflective.
- D. Drainage—All storm water concentrated by the structure and related impervious surfaces must be handled on site. Concentration of roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from concentrated water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81.

- E. Exterior walls/siding—Acceptable siding shall be of lap, plank, shingle, board and batten style. Siding with brushed, sanded or rough sawn texture may be permitted, if approved by the planning commission. Siding shall be finished in natural or earth-tone colors. Other colors or styles may be permitted if approved by the planning commission. All other composition materials shall be carefully reviewed for visual compatibility by the planning commission.
- F. Exterior walls/masonry—Masonry walls or walls with masonry veneer may be native or cultured stone or standard-sized brick of natural or earth-tone colors. Ceramic tile, manufactured concrete block or slabs may be permitted, but shall be subject to review by the planning commission to insure use of earth-tone colors, matte finish, and compatible relationship to native materials.
- G. Exterior walls/metal—Metal walls, panels, partitions, facing or surfacing of any type is subject to review by the planning commission and must be found to be compatibly designed and intentionally applied rather than relied on solely as a less expensive option. Window panel fillers, exterior metal doors, door casings and windows shall be allowed.
- H. Windows and doors—All window and door frames shall be dark or earth-tone in color. Doors may be painted graphic colors as a part of the ten percent graphic color and signing limitation.
- I. Garbage and refuse areas—Building plans shall include provisions for the storage of garbage containers. Garbage containers shall be fully enclosed and covered. Disposal and storage of hazardous or toxic substances in garbage or refuse receptacles is strictly prohibited. On-site hazardous waste treatment and storage facilities shall conform to State Siting Criteria, RCW 70.105.210.
- J. Orientation of entry and display space—Entry and window display area shall be oriented toward the city street. Parking may and will often be provided behind and/or under the rear or side portion of a new commercial structure. In this case additional entry may be oriented toward the parking area but such additional entry area will be in addition to rather than in place of window display and entry area addressing the street and sidewalk.
- K. Utilities—All electrical, telephone, and other utilities shall be brought underground into the site and to the buildings.
- L. Loading—All loading must be on-site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with concrete or asphalt, be well-drained and of strength adequate for the truck traffic expected.
- M. Parking—All vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length nineteen feet. All parking areas

shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.

- N. Outside storage—All storage and refuse shall be visually screened by landscaping barriers, walls or coverings and be included in plans and specifications. Such barriers, walls or coverings shall not restrict access to emergency exits.
- O. Noxious effects:
 - 1. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.
 - 2. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.
 - 3. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

17.48.080 Off-street parking space.

In the C district, minimum off-street parking shall be provided as specified in Chapter 17.72. Most notably Section 17.72.060 exempting some existing structures from being required to meet off street parking standards and limiting the instances in which expanded building areas are required to meet a parking standard. Allowances for parking to be located walking distance from a new structure and joint use of spaces per Section 17.72.070 may also be authorized when determined by the planning commission to provide appropriate flexibility in the application of parking requirements in the core downtown area. (Jewett commercial street front.)

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1097**

**AN ORDINANCE ADOPTING WHITE SALMON MUNICIPAL CODE CHAPTER 17.57
SHORT-TERM RENTALS, HOSTED HOMESHARES, AND VACATION HOME
RENTALS**

WHEREAS, the City previously adopted White Salmon Municipal Code Chapter 5.02 Short-term Rentals in 2019; and

WHEREAS, the City heard concerns about short-term rentals in the city and their impact on the livability in neighborhoods where short-term rentals are located and the impact on housing in White Salmon; and

WHEREAS, the City adopted a moratorium on short-term rentals in 2021 and extended that moratorium February 2, 2022 in order to consider amendments to the city's codes regarding short-term rentals; and

WHEREAS, the City Council and Planning Commission have held three public hearings (October 27, 2021; December 1, 2021; and January 5, 2022) to hear comments on proposed amendments to White Salmon Municipal Code related to short-term rentals; and

WHEREAS, the City feels it is necessary to adopt White Salmon Municipal Code Chapter 17.57 Short-term Rentals, Hosted Homeshares, and Vacation Home Rentals; and

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

SECTION 1. White Salmon Municipal Code Chapter 17.57 Short-term Rentals, Hosted Homeshares, and Vacation Home Rentals, is hereby adopted as follows:

Chapter 17.57 Short-term Rentals, Hosted Homeshares, and Vacation Home Rentals

17.57.010 Purpose.

Dwelling units may be used as hosted homeshares or vacation home rentals in the Single-Family Large Lot Residential (RL), Single-Family Residential District (R-1), Two-Family Residential District (R-2), Multi-Family Residential District (R-3), and the Commercial Zone (C). Hosted homeshares and vacation home rentals are prohibited in the Riverfrontage District Zone (RD) and Mobile/Manufactured Home Residential District (MHRP).

17.57.020 Permit required.

- A. Persons operating a hosted homeshare or vacation home rental shall obtain a short-term rental permit pursuant to WSMC Ch. 5.02.

17.57.030 Use restrictions – All zones.

- A. The room(s) for transient rental shall not include rooms within a recreational vehicle, travel trailer, or tent or other temporary shelter.
- B. The maximum occupancy for the dwelling shall be two persons per bedroom plus two additional persons. For example, a two-bedroom dwelling would have a maximum occupancy of six persons.
- C. One (1) hard surfaced off-street parking space shall be provided for every two bedrooms in accordance with the requirements of WSMC Ch. 17.72. In calculating the number of spaces required, the total shall be rounded up. If the garage is to be utilized to meet the parking requirement, a photo of the interior of the garage shall be submitted to show the garage is available for parking. Required parking may be permitted on another lot within 250 feet of the subject property with a shared parking agreement or proof of legal parking access.

17.57.040 Additional use restrictions – Residential zones (RL, R1, R2, R3).

- A. A hosted homeshare or vacation home rental is only permitted when it is an accessory use to the existing and continued residential use of a dwelling as the primary residence of the property owner and is limited to the rental of one dwelling unit, or room, within a hosted homeshare per property. Proof of primary residence shall be provided in accordance with WSMC Ch. 5.02.
- B. The accessory use of a primary residence as a hosted homeshare wherein the rental of an attached or detached accessory dwelling unit (ADU), or a room within the residence with the owner present within the primary residence is allowed without limit to number of nights per year.
- C. The accessory use of a primary residence as a vacation home rental (entire home) is limited to a total of one-hundred and fifty (150) days per calendar year.

- D. A hosted homeshare or vacation home rental shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to January 31 of the following year and may be renewed annually by the owner or contact person provided all applicable standards are met for a maximum of eight consecutive years (seven consecutive permit renewals), whereupon the applicant may reapply for a permit pursuant to WSMC Ch. 5.02.
- E. The number of hosted homeshare and vacation home rental permits available yearly shall be capped at ten (10) percent of existing housing stock (dwelling units) pursuant to WSMC Ch. 5.02.

17.57.050 Additional use restrictions – Commercial zones (C)

- A. Short-term rentals are permitted only when no more than thirty percent (30%) of residential units on a parcel in the commercial zoning district are for the purpose of short-term rental. This number shall be rounded to the nearest integer, with a half integer rounded down, depending on the number of existing or proposed units.
- B. Apart from existing short-term rentals in the Commercial zones which meet the requirements of WSMC 17.57.060, no new short-term rental shall be permitted to occupy a ground floor space with commercial street frontage.

17.57.060 Legacy permits - Prior existing (nonconforming) use.

For purposes of hosted homeshare and vacation home rentals, the nonconforming use provisions in WSMC Ch. 17.76 (Nonconforming Uses and Structures) shall apply except as specifically modified in this section.

- A. Any hosted homeshare or vacation home rental in a residential zone which was lawfully established and actually in existence prior to the effective date of this 2022 ordinance may continue as a legal nonconforming use until eight years (seven total consecutive permits) from the adoption date of this ordinance, at which time use of the property shall come into full compliance with the then-applicable provisions of this WSMC Title 17.
- B. Vested short-term rental permits in a commercial zone which were lawfully established prior to the enactment of WSMC Ch. 17.57 shall not have an expiration date except for the provisions of WSMC Ch. 17.76 Nonconforming Uses.
- C. A hosted homeshare or vacation home rental in the RL, R1, R2, and R3 zones shall be deemed to be lawfully established and in existence if, at any time prior to the effective date of this 2022 ordinance all of the following occurred:
 - 1. The home was actually used as a hosted homeshare or vacation home rental as defined in WSMC 17.08.530;
 - 2. The owner obtained from the City a Business License and paid Lodging Taxes; and

3. The owner obtained a Short-Term Rental Permit pursuant to WSMC Ch. 5.02.
- D. The proponent of the determination of a legacy permit for nonconforming use status of a hosted homeshare or vacation home rental has the burden of proving by a preponderance of credible evidence all the elements of a nonconforming hosted homeshare or vacation home rental.
- E. In addition to proving the elements of a legacy hosted homeshare or vacation home rental as described in WSMC 17.57.060.C, to maintain that status, the owner shall apply for and obtain a Short-Term Rental Permit under WSMC Ch. 5.02 and maintain in good standing that Permit for the remaining duration time periods provided in this section. Failure to maintain the Short-Term Rental Permit in good standing for the remaining duration of the time periods shall result in the immediate termination of any legacy use status the home may otherwise have had by operation of law and without the need for any action by the City. The legacy use status provided for herein does not transfer with title to the property.

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

**CITY OF WHITE SALMON
ORDINANCE 2022-02-1098**

**AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODE 3.36.010
FEES IMPOSED**

WHEREAS, the White Salmon Municipal Code 3.36.010 Fees Imposed provides for fees for land use applications ; and

WHEREAS, the City has adopted amendments to its codes requiring short-term rentals obtain a conditional use permit; and

WHEREAS, the City feels it is necessary to adopt amendments to White Salmon Municipal Code Chapter 3.36.010 to provide for a short-term rental conditional use fee; and

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

SECTION 1. White Salmon Municipal Code 3.36.010, is hereby amended as follows:

Key: ~~**Bold and Strike through**~~ means repealed. **Bold and underline** means new.

3.36.010 Fees imposed.

The following fees shall be due and payable to the city upon filing of an application. In the event the city needs to hire a consultant for additional assistance, those fees shall be passed on as per Section 3.36.030.

FEE SCHEDULE

Preliminary Review	
Zoning inquiry	\$65 per hour beyond first ¼ hour
Pre-application conference	300* (General) 750* (Subdivision)
*Pre-application fees shall be applied toward application fees if application submitted within six months of pre-application conference/site visit, as applicable.	
Planning Permit Review	
Home occupation	200
Accessory dwelling units	1,000
Permitted use subject to standards	260

Variance	750
Conditional use permit	1,500 (Major) 1,100 (Minor) 75 (Short-term Rental)
Site plan review	1,200 (Administrative) 1,600 (Planning Commission) 2,500 (Quasi-Judicial)
Critical Area Ordinance (CAO) review	650
Zoning approval on a building or demolition permit	65
Zoning approval on a grading permit (per building codes and for disturbance of land greater than 10,000 s.f. for CAO)	130
SEPA Review	
Checklist—determination	500
Environmental impact statement	2,500
Subdivisions	
Preliminary plat	1,600 + \$75 per lot
Final plat	2,500 + \$75 per lot
Plat alteration	1,000
Short plat	
Single-family	\$ 1,500 + \$75 per lot
Town house, multifamily	2,000 + \$75 per lot
Binding site plan	2,000 + \$75 per lot
Lot line adjustment	
Single-family	260
Town house, multifamily	525
Sign Permits	
Temporary	25
Permanent	100
Additional state surcharge for signs	4.50
Shoreline Permits	
Substantial shoreline development permit	
Single-family	1,500
Other	2,000
Shoreline conditional use	
Single-family	1,500
Other	2,000
Shoreline variance	
Single-family	1,500
Other	2,000
Shoreline exemption	
Single-family	1,500
Other	2,000

Shoreline revision	
Single-family	1,500
Other	2,000
Policy Planning Review	
Comprehensive plan amendment	2,600
Property rezone	2,500 (Text Amendments) 3,200 (Text and Map Changes)
Appeals	
Appeal	Equal to application fee
Miscellaneous	
Zoning verification letter	65
Extension requests	No Fee
Development or annexation agreement	Staff hours at \$125/hour, attorney fees at city attorney's standard hourly rate, consultant fees as defined in [Section] 3.36.030
Extended service fee	Staff hours at \$65/hour
Reproduction costs	Per council resolution
Site inspections*	Staff hours at \$65/hour
* Examples of site inspections include site visits necessary to inspect infrastructure installation, verify installation and maintenance of erosion control mechanisms, confirm compliance with landscaping standards and other standards and conditions.	
Post Decision Review	250 (Minor) 500 (Major)
Consultant fees: as defined by 3.36.030 below**	Cost + 10%

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 March 1, 2022 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 16th day of February, 2022.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

RESOLUTION NO. 2022-02-537

**A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON
AMENDING RESOLUTION 2019-12-493 ESTABLISHING FEE FOR SHORT-TERM
RENTAL REGISTRATION
PER WSMC 5.02.020**

WHEREAS, pursuant to WSMC 5.02 the City of White Salmon established a short-term rental registration process in 2019; and

WHEREAS, the City of White Salmon has amended WSMC 5.02 Short-term Rentals:
and

WHEREAS, WSMC 5.02.020 requires the City of White Salmon to establish fees for short-term rental permits; and

WHEREAS, the City Council finds that it is necessary to amend the fee for short-term rentals; and

NOW, THEREFORE, the City Council of the City of White Salmon, Washington
does hereby RESOLVE as follows:

SECTION 1.

Effective March 1, 2022

Short-Term Rental ~~Registration~~ Permit Application Fee.:

\$75.00 per applicant ~~short-term rental~~ annually.

Short-term Rental Permit:

\$175.00 per short-term rental annually.

SECTION 2. This resolution shall become effective March 1, 2022.

ADOPTED by the City Council of the City of White Salmon, Washington, at a regular open public meeting thereof this 16th day of February, 2022.

Marla Keethler, Mayor

Attest:

Jan Brending, Clerk-Treasurer

Approved as to Form:

Kenneth Woodrich, City Attorney