



White Salmon City Council Meeting

A G E N D A

December 06, 2023 – 6:00 PM

119 NE Church and Zoom Teleconference

Meeting ID: 851 4415 8093

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/85144158093>

- I. **Call to Order, Land Acknowledgement and Presentation of the Flag**
- II. **Roll Call**
- III. **Changes to the Agenda**
- IV. **Presentations**
 - A. Oath of Office - Patty Fink
 - B. Snow Removal Presentation
 - C. Mayor's Update
- V. **Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- VI. **Consent Agenda**
 - [A.](#) Approval of the 2024 Lodging Tax Grants
 - [B.](#) Approval of Bid Award - SCADA Upgrade Project
 - [C.](#) Approval of Change Order - Winter Shut Down - Mainline Phase I Project
 - [D.](#) Approval of Mayor Committee Appointment - Doug Rainbolt to Personnel Finance
 - [E.](#) Approval of Personal Services Contract - Johnson Controls 2024
 - [F.](#) Approval of Resolution 2023-12- Declaring Emergency Repair of Pump A
 - [G.](#) Approval of Vacation Carryover - PWD Andrew Dirks
 - H. Approval of Vouchers
- VII. **Public Hearing**
 - A. Proposed Housing Code Changes - Amending WSMC 17 Zoning**
 - 1. Presentation
 - 2. Public Hearing
 - 3. Discussion
 - B. 2024 Final Budget Hearing**
 - 1. Presentation
 - 2. Public Hearing
- VIII. **Business Items**
 - [A.](#) **Ordinance 2023-12-1154 Adopting the Annual Budget for Fiscal Year ending December 31, 2024**
 - 1. Discussion
 - 2. Action
 - [B.](#) **Motion to Set Date to Hear Petition to Annex**
 - 1. Presentation
 - 2. Discussion
 - 3. Action
- IX. **Reports and Communications**
 - [A.](#) Department Head
 - B. Council Members
- X. **Executive Session (if needed)**
- XI. **Adjournment**

File Attachments for Item:

A. Approval of the 2024 Lodging Tax Grants



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 6, 2023

Agenda Item:

2024 Lodging Tax Grants

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Approval of 2024 Lodging Tax Grants.

Motion for Business Item / Proposed Motion for Consent Agenda:

1. Motion to approve 2024 Lodging Tax Grant for Mt. Adams Chamber of Commerce 2024 White Salmon Events in the amount of \$50,200.
2. Motion to approve 2024 Lodging Tax Grant for Mt. Adams Chamber of Commerce 2024 White Salmon Tourism in the amount of \$27,300
3. Motion to approve 2024 Lodging Tax Grant for Mt. Adams Chamber of Commerce 2024 White Salmon Big Art in the amount of \$3,000.

Explanation of Issue:

The City established guidelines for the city’s lodging tax grant program (attached). The city opened the application period on September 18, 2023. Applications were due October 31, 2023.

The City received three applications. The grant applications are attached.

1. Mt. Adams Chamber of Commerce 2024 White Salmon Events - \$31,200
2. Mt. Adams Chamber of Commerce 2024 White Salmon Tourism – \$46,800
3. Mt. Adams Chamber of Commerce 2024 White Salmon Big Art - \$3,000

The Lodging Tax Advisory Committee met on November 16, 2023 to review the applications.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

The proposed 2024 budget provides for \$80,500 in Lodging Tax Grants as previously set by the City Council on September 6, 2023.

A.



City of White Salmon 2024 Lodging Tax Grant Application

About the Organization	
Organization Name: Mt. Adams Chamber of Commerce	
Address: 1 Heritage Plaza / PO Box 449 White Salmon, WA 96872	
Phone: 509-493-3630	Email: mtadamschamber@gmail.com
Contact Person: Tammara Tippel	Title: Executive Director
Project Name: 2024 White Salmon Events	Project Dates: 1-1-2024 through 12-31-2024
Please list the names and titles of Board Members (if applicable):	
Vern Mohlis, President / James Szubski, Vice President / Kip Miller, Secretary / Karalee Holtmann, Treasurer /	
Board Members: Dawn McSweyn, Elizabeth Jones-Ferguson, Dawn Carmichael, Deb Michaelson,	
Linda Ingebo-Anderson	
Has this organization received Lodging (Hotel/Motel) tax funding in the past: Yes	
If so, for which years and project name: 2022, 2023 White Salmon Tourism and White Salmon Events	
Are you a nonprofit organization exempt from taxation under IRS 501(c)(3) code? No – MACC is a 501c(6)	
We do have our own 501c3 if needed.	
Request for Funding	
Description of Activity, event schedule and amounts requested (please attached additional paper if more space is required):	
<p>1) White Salmon Wildflower Festival \$13,000 (Month-long Festival in May)</p> <ul style="list-style-type: none"> • Consultant \$5000 • Marketing (&Graphics) \$2000 – Poster, Media Card, Logo, Program, Ad design • Marketing (Printing) \$500 – Poster, Media cards • Marketing (Advertising) \$3,500 – Print and Digital • Marketing (Website) \$2,000 – Uploading month-long events, writing copy, uploading images, updating event <p>2) Wine Walk Spring Wine Walk and Holiday Wine Walk \$13,000</p> <ul style="list-style-type: none"> • Consultant \$3,500 • Website \$1000 • Advertising \$3500 • Printing \$500 	

- Tasting Glasses \$1500
- Insurance
- LCB Permits \$1600
- Portable Restrooms
- Live Music

3) Moonlight Makers Market | 2nd Saturdays \$11,000

- Beginning in May on 2nd Saturday – (Wine Walk/WF Fest)
- Consultant \$3500
- Advertising
- Signage
- Restrooms

4) White Salmon Oktoberfest |\$13,200 (October 12th 2024)

- Rentals – Tents/Tables/Chairs/Restrooms/Fencing
- Insurance / LCB permits
- Music
- Beer
- Tasting Glasses
- Graphic Design
- Print
- Wrist Bands/Tickets
- Advertising

Total Project Cost \$53,000	Total Amount Requested \$50,200
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Submit Excel Budget Spreadsheet in addition to this application

Projected Tourism Benefits

Expected number of participant/spectators: 4900

Expected number of out-of-town participants/spectators (traveling more than 50 miles or staying overnight): 2400

Expected number of room nights generated: 1300

Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)

Website: Google Analytics
 Social Media: FB & IG Insights
 Visitor Info Center: Data logs & Guest logs
 Survey of innkeepers - Feedback from the community is very important.
 Advertising: Media Kits w/ Analytics

Much of this project will be validated by the increased lodging taxes collected in the next year. These strategies are anticipated to have on-going positive impacts for the businesses in White Salmon.

Explain how this project meets the guidelines and criteria for lodging (hotel/motel) tax funding.

The marketing of these events will increase awareness of White Salmon as a destination. The people who are motivated to take action by these event promotions will seek lodging in White Salmon to be close to the event activities. Several of these events extend into evening hours, and may include alcohol consumption, which should encourage local overnight stays.

Describe the advertising method by name and location of service (if applicable):

NW Life & Travel Magazine, 1889 Washington, Portland Monthly, Portland Mercury, Seattle Met and other regional media productions as well as social media channels, digital marketing, and radio.

Provide a budget for the project you are requesting funding for (see Excel Budget Spreadsheet).

You may use additional sheets of paper if necessary, to complete this application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be use only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.

I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be use only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.

Name: Tammara Toppel Title: Executive Director Date: 10/26/2023

Signature: *Tammara Toppel*

A. Lodging Tax Fund Application
4 Project Budget

Applicant:	Mt Adams Chamber of Commerce
Project Name:	White Salmon Events
Instructions: Please total the lines in this spreadsheet both across and down. Submit this completed budget form with your Lodging Tax Grant Application. If your application is for a special event, please fill in the expense, revenue and in-kind (if applicable) portions of this form. If your application is not for a special event, please fill in the expense portion and then provide your	

EXPENSE BUDGET (please total lines across and down)

	Lodging Tax Funded	Applicant Funded	External Partner Funded	Total Cost
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80500.00

STAFF COSTS

50200.00

Salaries/wages	Not eligible			\$ -
Benefits	Not eligible			\$ -
Total Staff Costs		\$ -	\$ -	\$ -

people 50+ miles
 4900.00 2400.00
 1300.00

MATERIALS, SUPPLIES & EQUIPMENT COSTS (itemize below)

donated space			\$ 3,500.00	\$ 3,500.00
discounted alcohol			\$ 1,500.00	\$ 1,500.00
M, S, E	\$ 23,300.00			\$ 23,300.00
				\$ -
Total MSE Costs	\$ 23,300.00	\$ -	\$ 5,000.00	\$ 28,300.00

23300.00

SERVICES (itemize below)

Temporary Help			\$ 1,000.00	\$ 1,000.00
Consultants	\$ 12,300.00			\$ 12,300.00
Advertising	\$ 14,600.00			\$ 14,600.00
				\$ -
				\$ -
Total Services Costs	\$ 26,900.00	\$ -	\$ 1,000.00	\$ 27,900.00
Total Construction/				

event security

Expense Total	\$ 50,200.00	\$ -	\$ 6,000.00	\$ 56,200.00
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Percentage of Total Expense Budget	89%	0%	11%
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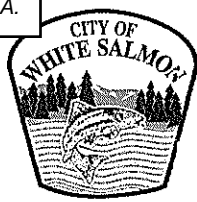
REVENUE BUDGET

TYPE OF REVENUE	AMOUNT
Admission Fees/Ticket Sales	
Sales Revenue	
Grants	
Sponsorships	
Miscellaneous Income	
Lodging Tax Grant	
TOTAL	\$ -

In-Kind Contributions

TYPE OF CONTRIBUTION	VALUE
event space	\$ 3,600.00
TOTAL	\$ 3,600.00

A.



City of White Salmon 2024 Lodging Tax Grant Application

About the Organization	
Organization Name: Mt. Adams Chamber of Commerce	
Address: 1 Heritage Plaza / PO Box 449 White Salmon, WA 96872	
Phone: 509-493-3630	Email: mtadamschamber@gmail.com
Contact Person: Tammara Tippel	Title: Executive Director
Project Name: 2024 White Salmon Tourism	Project Dates: 1-1-2024 through 12-31-2024
Please list the names and titles of Board Members (if applicable):	
Vern Mohlis, President / James Szubski, Vice President / Kip Miller, Secretary / Karalee Holtmann, Treasurer /	
Board Members: Dawn McSweyn, Elizabeth Jones-Ferguson, Dawn Carmichael, Deb Michaelson,	
Linda Ingebo-Anderson	
Has this organization received Lodging (Hotel/Motel) tax funding in the past: Yes	
If so, for which years and project name: 2022, 2023 White Salmon Tourism and White Salmon Events	
Are you a nonprofit organization exempt from taxation under IRS 501(c)(3) code? No – MACC is a 501c(6)	
We do have our own 501c3 if needed.	
Request for Funding	
Description of Activity, event schedule and amounts requested (please attached additional paper if more space is required):	
1: Promotional Support – Visitor Information Center \$6,000/annually (\$500/month) <ul style="list-style-type: none"> • Event coordination (engaging community groups) –White Salmon Wildflower Festival, Dreaming of a White Salmon, 4th of July, Halloween (logistics/permits/arrange for staffing to block streets/coordinate volunteers), White Salmon Wine Walk, Moonlight Makers Market, Oktoberfest • Call out on mtadamschamber.com with WS logo and link to website • Administration of Lodging Tax \$ including invoicing and media buys • Chamber representative attending WSBA monthly meetings • Represent White Salmon businesses at CGTA (Columbia Gorge Tourism Alliance) • Represent White Salmon businesses at Bi-State Recreational Advisory Group • Maintenance & growth of WA Gorge Food Trail (includes White Salmon lodging/restaurants/brewery) • % of Rent/Phone/Copy 	

- VIC Staff (interaction/engagement with visitors to direct up the hill to specific businesses and events. Responding to visitor requests via phone, mail, email and social media)

2: Billboard Advertising | \$2500

- Panel #31098 – I84/Troutdale
- \$750/month (Oct-Dec)
- *pre-paid thru 10/24

3: Print and Digital Advertising | \$5,000

Year-round print and digital advertising promoting overnight stays in White Salmon. Northshore Guide, Columbia River Gorge Visitor Guide, Northwest Travel Guide, Social Media Ads.

4: Website explorewhitesalmon.com | \$4,200/annually (\$350/month)

- Hosting
- URL
- Updating Listings
- Directing contact requests
- Updating Blog
- Explorewhitesalmon.com includes categories and listings for Stay, Dine, Shop, Things to Do, Health & Wellness, Services, Events, and Community. Explore White Salmon focuses on local businesses, the art community, outdoor activities/recreation, festival/events promotion, points of interest, and parks. Explore White Salmon is the hub of marketing White Salmon to assist in advancing the overall visitor destination experience in collaboration with community stakeholders to strengthen the local economy, our natural resources, and quality of life.

5: Social Media | \$9600/annually (\$800/month)

- 3 posts/per week + stories
- 1 reel/per week
- Engagement
- Photography/Video

Total Project Cost \$27,300	Total Amount Requested \$27,300
Submit Excel Budget Spreadsheet in addition to this application	
Projected Tourism Benefits	
Expected number of participant/spectators: 6,000	
Expected number of out-of-town participants/spectators (traveling more than 50 miles or staying overnight): 4,500	

100 North Main Street PO Box 2139 White Salmon WA 98672
Office: (509) 493-1133 Web Site: www.whitesalmonwa.gov

Expected number of room nights generated: 1,400

Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)

Website: Google Analytics
Social Media: FB & IG Insights
Visitor Info Center: Data logs & Guest logs
Survey of innkeepers - Feedback from the community is very important.
Advertising: Media Kits w/ Analytics

Much of this project will be validated by the increased lodging taxes collected in the next year. These strategies are anticipated to have on-going positive impacts for the businesses in White Salmon.

Explain how this project meets the guidelines and criteria for lodging (hotel/motel) tax funding.

Year-round marketing and advertising promoting White Salmon as an overnight destination.

Explorewhitesalmon.com will be the official tourism website and Explore White Salmon social media platforms for White Salmon Tourism.

Explore White Salmon will promote overnight stays with 4 seasonal marketing campaigns through Explore White Salmon website and social media platforms. Explorewhitesalmon.com includes categories and listings for Stay, Dine, Shop, Things to Do, Events and Community. Explore White Salmon focuses on lodging, local businesses, the art community, outdoor activities/recreation, festival/events promotion, points of interest, and parks.

Our 2022 and 2023 billboards had a return value measured by a large increase in website visits. We look forward to a new promotion of Explore White Salmon this year with a new service provider and new images from our downtown photo shoot.

The MACC Visitor Center operates in a prime location year round to provide resources to both tourists and local community members. The MACC Visitor Center staff engages with each guest to determine their interests and time availability to customize an itinerary if appropriate, which promotes attractions/activities, wine tasting rooms/breweries, restaurants, lodging and shopping opportunities that are available in White Salmon. Our knowledgeable staff is able to redirect guests from crossing into Oregon and keep them on the Washington side of the river quite often by showcasing the attractions here and directing them to the businesses, just up the hill from our visitor center.

Staff dedicates time to social media posts and other projects to promote White Salmon businesses and any events that will bring visitors to our town. They answer phone calls, emails and send visitor packets on request. We promote White Salmon with our local radio ad campaign. The Explore White Salmon website is established and known making it an ideal tool for our campaign to promote White Salmon. The printed map of downtown White Salmon will bring awareness and be an enticement to visitors to come enjoy the local attractions during their stay. All of these activities are in alignment with the guidelines for use of the Lodging Tax funds and will meet the criteria, with a primary focus of increasing overnight stays in White Salmon city limits and encouraging spending at our local businesses. White Salmon Tourism will be the hub of marketing for White Salmon as a destination.

Describe the advertising method by name and location of service (if applicable):

1. Mt Adams Chamber of Commerce, White Salmon, WA
2. LaMar Media, Portland OR
3. NW Life & Travel Magazine, 1889 Washington, Portland Monthly, Seattle Met and other regional media productions
4. Skagit Marketing, White Salmon WA

- 5. Meadows Advertising, The Dalles OR
- 6. Wind River Publishing, Columbia Gorge Visitor Magazine, regionally distributed
- 7. Social media outlets

Provide a budget for the project you are requesting funding for (see Excel Budget Spreadsheet).

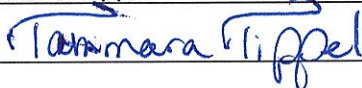
You may use additional sheets of paper if necessary, to complete this application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be use only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.

Name: Tammara Toppel

Title: Executive Director

Date: 10/25/2023

Signature: 

A. 24 Project Budget

Applicant:	Mt Adams Chamber of Commerce
Project Name:	White Salmon Tourism
Instructions: Please total the lines in this spreadsheet both across and down. Submit this completed budget form with your Lodging Tax Grant Application. If your application is for a special event, please fill in the expense, revenue and in-kind (if applicable) portions of this form. If your application is not for a special event, please fill in the expense portion and then provide your organizational budget (or link to the	

EXPENSE BUDGET (please total lines across and down)

	Lodging Tax Funded	Applicant Funded	External Partner Funded	Total Cost
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STAFF COSTS

Salaries/wages	<i>Not eligible</i>	\$ 6,500.00		\$ 6,500.00
Benefits	<i>Not eligible</i>			\$ -
Total Staff Costs		\$ 6,500.00	\$ -	\$ 6,500.00

MATERIALS, SUPPLIES & EQUIPMENT COSTS (itemize below)

phone, internet, copier,	\$ 600.00	\$ -		\$ 600.00
				\$ -
				\$ -
Total MSE Costs	\$ 600.00	\$ -	\$ -	\$ 600.00

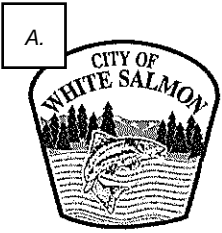
SERVICES (itemize below)

Temporary Help				\$ -
Consultants	\$ 3,600.00			\$ 3,600.00
Advertising	\$ 23,100.00			\$ 23,100.00
Total Services Costs	\$ 26,700.00	\$ -	\$ -	\$ 26,700.00

Total Construction/	\$ -	\$ -	\$ -	\$ -
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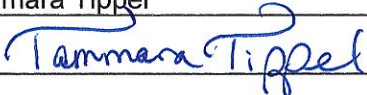
Expense Total	\$ 27,300.00	\$ 6,500.00	\$ -	\$ 33,800.00
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Percentage of Total Expense Budget	81%	19%	0%
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City of White Salmon 2024 Lodging Tax Grant Application

About the Organization	
Organization Name: Mt. Adams Chamber of Commerce	
Address: 1 Heritage Plaza / PO Box 449 White Salmon, WA 96872	
Phone: 509-493-3630	Email: mtadamschamber@gmail.com
Contact Person: Tammara Tippel	Title: Executive Director
Project Name: Big Art in White Salmon	Project Dates: 1-1-2024 through 12-31-2024
Please list the names and titles of Board Members (if applicable):	
Vern Mohlis, President / James Szubski, Vice President / Kip Miller, Secretary / Karalee Holtmann, Treasurer /	
Board Members: Dawn McSweyn, Elizabeth Jones-Ferguson, Dawn Carmichael, Deb Michaelson,	
Linda Ingebo-Anderson	
Has this organization received Lodging (Hotel/Motel) tax funding in the past: Yes	
If so, for which years and project name: 2022, 2023 White Salmon Tourism and White Salmon Events	
Are you a nonprofit organization exempt from taxation under IRS 501(c)(3) code? No – MACC is a 501c(6)	
We do have our own 501c3 – Northshore Community Foundation	
Request for Funding	
Description of Activity, event schedule and amounts requested (please attached additional paper if more space is required):	
<p>This money will be used to establish and start up the Art of Community Northshore Big Art Outdoor Gallery in downtown White Salmon. Big Art inspires public engagement and creates a sense of place. There will be celebration of each piece as it is introduced, building into existing downtown events to increase the vibrancy. A walking tour of our downtown area will encourage visitors and locals alike to experience more of our local shops and spaces. There is a hard copy map to updated and printed. There will be an online version.</p>	
Total Project Cost \$10,000 - \$12,000	Total Amount Requested \$3,000
Submit Excel Budget Spreadsheet in addition to this application	
Projected Tourism Benefits	
Expected number of participant/spectators: 1,500	

Expected number of out-of-town participants/spectators (traveling more than 50 miles or staying overnight): 400		
Expected number of room nights generated: 200		
Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)		
Visitor Center guest logs, local business surveys, hotel feedback		
Explain how this project meets the guidelines and criteria for lodging (hotel/motel) tax funding.		
Big Art inspires public engagement and creates a sense of place. The marketing of these public artwork pieces will increase awareness of White Salmon as a destination. The people who are motivated to visit our local Art Walk will potentially be guests of lodging in White Salmon. Day visitors will also enjoy the public art and be inclined to spend more time in downtown White Salmon as it increase its vibrancy with these installations.		
Describe the advertising method by name and location of service (if applicable):		
<ol style="list-style-type: none"> 1. Mt Adams Chamber of Commerce, White Salmon, WA 2. Big Art of Community, Hood River OR 3. Skagit Marketing, White Salmon WA 4. Columbia Gorge News 5. Social media outlets 		
Provide a budget for the project you are requesting funding for (see Excel Budget Spreadsheet).		
You may use additional sheets of paper if necessary, to complete this application. You may also attach any additional information about your organization or project you think is relevant to this application.		
I understand the Washington State Limitations placed on use of Lodging (Hotel/Motel) Tax funds and certify the requested funds will be use only for the purposes described in this application or as approved by the City Council. I understand use of the funds is subject to audit by the State of Washington and/or the City of White Salmon. I further understand that the printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material the "tourism support provided by the City of White Salmon lodging tax funds" or the event will not be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over. I agree to perform the required evaluation after the event/project is over to determine actual room stays generated by this event/project as required by state law (RCW 67.28) prior to reimbursement of costs.		
Name:Tammara Toppel		Title:Executive Director
Signature: 		Date: 10/26/2023

Lodging Tax Fund Application

2024 Project Budget

Applicant:	Mt Adams Chamber of Commerce
Project Name:	Big Art in White Salmon
Instructions: Please total the lines in this spreadsheet both across and down. Submit this completed budget form with your Lodging Tax Grant Application. If your application is for a special event, please fill in the expense, revenue and in-kind (if applicable) portions of this form. If your application is not for a special event, please fill in the expense portion and	

EXPENSE BUDGET (please total lines across and down)

	Lodging Tax Funded	Applicant Funded	External Partner	Total Cost
STAFF COSTS				
Salaries/wages	Not eligible		\$ 1,000.00	\$ 1,000.00
Benefits	Not eligible			\$ -
				\$ -
Total Staff Costs	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00

MATERIALS, SUPPLIES & EQUIPMENT COSTS (itemize below)

	\$ 1,000.00			\$ 1,000.00
				\$ -
				\$ -
Total MSE Costs	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00

SERVICES (itemize below)

Temporary Help				\$ -
Consultants	\$ 500.00			\$ 500.00
Advertising	\$ 1,500.00			\$ 1,500.00
				\$ -
				\$ -
Total Services Costs	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00

Total Construction/				\$ -
Expense Total	\$ 3,000.00	\$ -	\$ 1,000.00	\$ 4,000.00

Percentage of Total Expense Budget	75%	0%	25%
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REVENUE BUDGET	
TYPE OF REVENUE	AMOUNT
Admission Fees/Ticket Sales	N-A
Sales Revenue	N-A
Grants	
Sponsorships	Anticipated
Miscellaneous Income	
Lodging Tax Grant	\$ 3,000.00
TOTAL	\$ 3,000.00

In-Kind Contributions	
TYPE OF CONTRIBUTION	VALUE
TOTAL	\$ -

File Attachments for Item:

B. Approval of Bid Award - SCADA Upgrade Project



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review: No, unnecessary
 Meeting Date: 12.6.23
 Agenda Item: Approval of Notice of Award- SCADA Upgraded Project
 Presented By: Andrew Dirks, PW Director

Action Required:

Approval of the SCADA Upgrade Project Bid Package provided by Anderson Perry.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the SCADA Upgrade Project Notice of Award to Coburn Electric as the lowest responsible bidder in the amount not to exceed \$242,219.12.

Explanation of Issue:

Attached you will find the SCADA Upgrades Project Engineer Recommendation from Anderson Perry and the bid tabulations from the November 21st, 2023 bid opening.

The bids were confirmed by Anderson Perry and Coburn Electric was named the lowest responsible bidder.

The Base Bid price range was considerable from \$242,219.12 to \$667,120.00. The lowest bid from Coburn Electric of \$242,219.12 was slightly above the Engineer's estimate of \$235,644.00. The wide range in bid prices seems to be attributed to the need for some bidders to allocate additional time to resolve technical queries and gather pricing information.

The bid also included two Alternates: Alternate 1 pertains to SCADA technical support and maintenance, while Alternate 2 involves the addition of operator interface terminals at select sites. The intention behind Alternate 1 was to be awarded at a later date and in a separate agreement with the City. Alternate 2 would be awarded at a later date, as a change order, and its need determined during the construction phase.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

Funding was allocated in the 2023 Budget from the Water Short Lived Assets Fund.

Recommendation of Staff/Committee:

Staff recommends to approve the SCADA Upgrade Project Notice of Award to Coburn Electric as the lowest responsible bidder in the amount not to exceed \$242,219.12.

Follow Up Action:

If approved by council, the bid will formally be awarded to Coburn Electric as the lowest responsible bidder.

November 29, 2023

Stephanie Porter, City Clerk/Treasurer
City of White Salmon
100 N. Main Avenue
White Salmon, Washington 98672

RE: SCADA Upgrade 2023 - Bid Results

Dear Stephanie:

The purpose of this letter is to describe the bid results from November 21, 2023, for the SCADA Upgrade 2023 project. Bids for the project were received and opened at City Hall on November 21, 2023. The City of White Salmon (City) received three bids total from the following: Coburn Electric of Hood River, Oregon; Advanced Electrical Technologies (AET, Pacific Northern Environmental) of Longview, Washington; and L2 Systems of Marysville, Washington. The bids were opened and read.

After the bid opening, Anderson Perry & Associates, Inc. (AP) noted that AET’s bid included a statement indicating their acceptance of award was “contingent on the agreement and execution of mutual terms and conditions between the parties.” This statement could be considered as adding a condition or qualification to their bid, which would be a substantial irregularity. Because of this irregularity, no further consideration was given to AET’s bid. AP also reviewed the bid prices and discovered a few errors, but none that altered the ranking of the bids. A summary of base bid amounts and Engineer's Estimate is provided below in Table 1.

TABLE 1
Summary of Base Bid Results

Bidder	Base Bid \$
Coburn Electric	242,219.12
L2 Systems	667,120.00
Engineer's Estimate	235,644.00

The Base Bid price range was considerable from \$242,219.12 to \$667,120.00. The lowest bid from Coburn Electric of \$242,219.12 was slightly above the Engineer’s estimate of \$235,644.00. The wide range in bid prices seems to be attributed to the need for some bidders to allocate additional time to resolve technical queries and gather pricing information. This insight was derived from discussion with one of the bidders and another party who ultimately chose not to submit a bid. Despite the bid date being extended from November 16, 2023, to November 21, 2023, through an addendum, it appears that this additional time was insufficient for some bidders. AP did not receive any requests for another extension of the bid date. It is believed that some of the bidders were preoccupied with other proposals, leading to inadequate time to address all their concerns. This situation likely resulted in added costs to their bid prices due to uncertainties. AP believes that Coburn Electric’s base bid price reflects their knowledge of the City’s SCADA system, their proximity to White Salmon, and their in-house electrical services (which some bidders did not have).

The bid also included two Alternates: Alternate 1 pertains to SCADA technical support and maintenance, while Alternate 2 involves the addition of operator interface terminals at select sites. The intention behind Alternate 1 was to be awarded at a later date and in a separate agreement with the City. Alternate 2 would be awarded at a later date, as a change order, and its need determined during the construction phase.

The bid prices for the alternates submitted by Coburn Electric were relatively close, but exceeded the Engineer’s Estimate. Conversely, the bid prices for the alternates from the other bidders were significantly higher than the Engineer’s Estimate. A summary of Alternate bid amounts and Engineer's Estimate is provided below in Table 2.

TABLE 2
Summary of Additive Alternate Results

Bidder	Alternate 1, \$	Alternate 2, \$
Coburn Electric	37,522.27	13,557.60
L2 Systems	58,663.52	15,817.20
Engineer’s Estimate	33,018.14	9,684.00

A copy of the bid tabulations for the received bids is attached.

Based on the bids reviewed and other information collected, AP recommends the City award the SCADA Upgrade 2023 project to Coburn Electric, subject to the City having sufficient project funding, including at least 10 percent contingency. As stated above, the Alternate bids, if selected, would be awarded later.

If you have any questions on this matter or on the project itself, please contact me.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By David Jepsen
David Jepsen, P.E.

DJ/rw

Attachment

cc: File No.250-20-02, w/attach

S:\Docs\White Salmon\250-20 SCADA System Upgrades\Specs (SWR)\Bid Results Ltr.docx

BID TABULATION
City of White Salmon, Washington
SCADA Upgrade 2023

Bid Opening: 3:00 p.m., November 21, 2023				<i>Engineer's Estimate</i>		<i>Coburn Electric, Inc.</i>		<i>L2 Systems, LLC</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>1/2</i>	<i>Total</i>	<i>2/2</i>	<i>Total</i>
BASE BID									
1	SCADA Improvements	LS	All Req'd	\$219,000.00	\$219,000.00	\$225,120.00	\$225,120.00	\$620,000.00	\$620,000.00
Base Bid Subtotal					\$219,000.00		\$225,120.00		\$620,000.00
Sales Tax (7.6%)					\$16,644.00		\$17,109.12		\$47,120.00
Base Bid Total					\$235,644.00		\$242,229.12		\$667,120.00
Total Shown on Bid Schedule					N/A		\$242,229.12		\$667,120.00
Difference					N/A		\$0.00		\$0.00
ALTERNATE 1 - SCADA TECHNICAL SUPPORT AND MAINTENANCE									
A1-1	First Year SCADA Technical Support	HR	40	\$125.00	\$5,000.00	\$134.00	\$5,360.00	\$145.00	\$5,800.00
A1-2	Second Year SCADA Technical Support	HR	60	130.00	7,800.00	134.00	8,040.00	155.00	9,300.00
A1-3	Second Year Periodic Maintenance	HR	24	130.00	3,120.00	134.00	3,216.00	155.00	3,720.00
A1-4	Second Year Annual Maintenance	EA	1	1,600.00	1,600.00	3,500.00	3,500.00	10,000.00	10,000.00
A1-5	Third Year SCADA Technical Support	HR	60	136.50	8,190.00	134.00	8,040.00	175.00	10,500.00
A1-6	Third Year Periodic Maintenance	HR	24	136.50	3,276.00	134.00	3,216.00	175.00	4,200.00
A1-7	Third Year Annual Maintenance	EA	1	1,700.00	1,700.00	3,500.00	3,500.00	11,000.00	11,000.00
Alternate 1 Subtotal					\$30,686.00		\$34,872.00		\$54,520.00
Sales Tax (7.6%)					\$2,332.14		\$2,650.27		\$4,143.52
Alternate 1 Total					\$33,018.14		\$37,522.27		\$58,663.52
Total Shown on Bid Schedule					N/A		\$37,522.27		\$58,663.52
Difference					N/A		\$0.00		\$0.00
ALTERNATE 2 - OPERATOR INTERFACE TERMINAL									
A2-1	Operator Interface Terminal	EA	3	\$3,000.00	\$9,000.00	\$4,200.00	\$12,600.00	\$4,900.00	\$14,700.00
Alternate 2 Subtotal					\$9,000.00		\$12,600.00		\$14,700.00
Sales Tax (7.6%)					\$684.00		\$957.60		\$1,117.20
Alternate 2 Total					\$9,684.00		\$13,557.60		\$15,817.20
Total Shown on Bid Schedule					N/A		\$13,557.60		\$15,814.20
Difference					N/A		\$0.00		-\$3.00

File Attachments for Item:

C. Approval of Change Order - Winter Shut Down - Mainline Phase I Project



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

12.6.23

Agenda Item:

Approval of Change Order No. 2 – North Cascade Excavating Transmission Mainline Replacement Phase I

Presented By:

Andrew Dirks, PW Director

Action Required:

Review and authorization for the Mayor to sign Change Order No. 2 for Transmission Mainline Replacement Phase I with North Cascade Excavating. This change order will include no cost to the City.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor to sign Change Order No. 2 for Transmission Mainline Replacement Phase I with North Cascade Excavating. This change order will include no cost to the City.

Explanation of Issue:

This no cost Change Order No. 2 for Transmission Mainline Replacement Phase I with North Cascade Excavating is to address the winter shut down and the redesign of the culvert crossings. There is also no change in the contract days.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

Fiscal Analysis:

No change in cost or contract days.

Recommendation of Staff/Committee:

Staff recommends authorization for the mayor to sign Change Order No. 2 for Transmission Mainline Replacement Phase I with North Cascade Excavating

Follow Up Action:

If approved, signed Change Order will be sent to USDA Rural for approval.

CHANGE ORDER NO.: 2

Owner: **City of White Salmon, Washington** Owner's Project No.:

Engineer: **Anderson Perry & Associates, Inc.** Engineer's Project No.: **250-11**

Contractor: **North Cascade Excavation, LLC** Contractor's Project No.:

Project: **Transmission Main Replacement - Phase I**

Contract Name:

Date Issued: **November 28, 2023** Effective Date of Change Order: **November 2, 2023**

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attachment A to Change Order No. 2

Attachments:

Attachment A to Change Order No. 2

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>\$3,607,259.26</u>	Original Contract Times: Substantial Completion: <u>250 calendar days</u> Ready for final payment: <u>280 calendar days</u>
Increase from previously approved Change Orders No. 1: \$ <u>\$21,500.00</u>	Increase from previously approved Change Orders No.1 : Substantial Completion: <u>5 calendar days</u> Ready for final payment: <u>5 calendar days</u>
Contract Price prior to this Change Order: \$ <u>\$3,628,759.26</u>	Contract Times prior to this Change Order: Substantial Completion: <u>255 calendar days</u> Ready for final payment: <u>285 calendar days</u>
Decrease this Change Order: \$ <u>\$2,812.50</u>	No Change to this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>\$3,625,946.76</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>255 calendar days</u> Ready for final payment: <u>285 calendar days</u>

Recommended by Engineer (if required)

By: _____
 Title: **David Jepsen**
 Date: _____

Digitally signed by David Jepsen
 DN: C=US,
 E=djepsen@andersonperry.com,
 O="Anderson Perry & Associates,
 Inc.", CN=David Jepsen
 Date: 2023.11.29 08:24:31-08'00'

Accepted by Contractor

By: _____
 Title: **Samuel Duguay**
 Date: _____

Digitally signed by Samuel Duguay
 DN: C=US, E=sam@nce.us,
 O="North Cascade Excavating,
 LLC", CN=Samuel Duguay
 Location: Woodland, WA
 Reason: I am approving this
 document
 Date: 2023.11.29 07:47:43-08'00'

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

**ATTACHMENT A
CITY OF WHITE SALMON, WASHINGTON
TRANSMISSION MAIN REPLACEMENT PHASE I
CHANGE ORDER NO. 2**

2.1 REVISED FITTING RESTRAINT REQUIREMENTS FOR CULVERT CROSSINGS

Description of Change: Add the following new paragraph immediately after Paragraph 3.3.F.4 of Technical Specifications – Section 5, Water Lines and add Appendix H, Restraint Length Value Calculations to the Appendix:

- “5. In lieu of the installation of the mechanical restraints and concrete thrust blocks at the fittings, installation of mechanical restraints on installed fittings and the piping upstream and downstream of the pipe fittings needed for crossing underneath the existing culverts (as shown on the Drawings) with the following conditions.
- a. With this partial restraint system, the upstream and downstream pipe from the fittings shall be mechanically restrained as approved by the Engineer, with a minimum length, based on the restraint length calculations shown in Appendix H.
 - b. The down slope restrained length of the upper vertical bend length is the controlling factor for crossings where vertical bends exist on only one side of a culvert. An approach to a culvert that has and restrained length of 88 feet in advance to the vertical bend downward, the distance between the vertical bend downward to the bend extending under the culver plus the distance extending beyond the culvert must not be less than 88 feet in combined restraint length.”

Appendix H is attached to this change order.

Justification: The Contractor requested an alternative to the installation of concrete thrust blocks on the fittings required for the transmission main crossing of the existing road culverts due to the associated additional cost and time delays created from the installation of the concrete thrust blocks as required by the Technical Specifications and Drawings.

The Contractor originally requested and was allowed for a portion of the project to install the transmission main piping underneath the culverts by modest deflections (less than 4 percent) at the pipe joints. The approval of the use of pipe deflection for the culvert crossings was rescinded in Field Order No. 1 by the Engineer due to the extra pipe depth required with pipe joint deflections (i.e., slower adjustments to elevation), potential adverse material encountered with some of the deepened excavations (e.g., rock, boulders, etc.), increased risk of road destabilization with increased excavated depths, increased risk of additional pipe joint deflection due to ground movement in the culvert crossing locations (i.e., created by possible water flow from leaking culverts, previous disturbance from culvert installation and difficulties achieving backfill compaction in and around the culvert crossings).

The size of the required concrete thrust blocking (approximately 6 cubic yards for a 22.5-degree bend) is significant and was proving costly to prepare for and difficult to schedule (3-day notice required by concrete plant). The Owner agrees with the elimination of the concrete thrust block installation as it may be in the way of any future repairs of the transmission main. The only other alternative in the Technical Specifications and Drawings is for the transmission main pipe to be fully restrained at every

SUMMARY OF CHANGE ORDER NO. 2

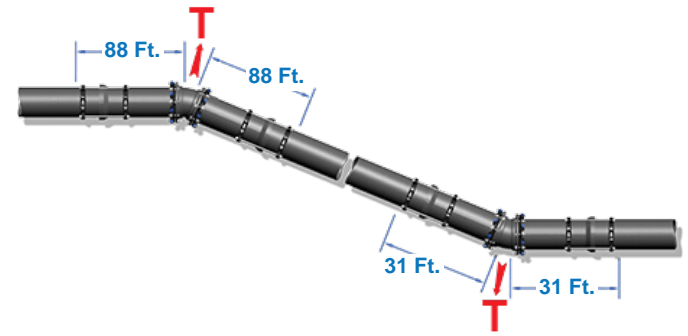
Change Order Description	Change In Contract	
	Time, days	Price, \$
2.1 – Revised Fitting Restraint Requirements for Culvert Crossings	0	(2,812.50)
2.2 – Extended Work Shutdown	0	0.00
Subtotal	0	(2,812.50)
Sales Tax @7.5%	N/A	0.00
TOTAL	0	(2,812.50)

RESTRAINT LENGTH VALUES

Fitting Type	Pipe Material	Soil Type	Safety Factor	Trench Type	Depth of Bury	Test Pressure	Nominal Size	Bend Angle	Branch Size	Length Along Run	Reduced Size	Lowside Depth	Restraint Length	Restraint Length 2
Vertical Offset	Ductile Iron	ML	3.0	3	3 Ft.	350 PSI	16 In.	22.5°				5 Ft.	88 Ft.	31 Ft.

Site Name: Buck Creek - 22.5 Vertical

Site Notes:



ALL JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED
 IF YOUR DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

Defined Variables

- H = 3 Depth of Bury
- S_f = 3.0 Safety Factor
- P = 350 Internal Pressure
- θ = 22.5 Bend Angle

Pipe Derived Variables

- A = 237.79 Cross Sec. Area of Pipe
- D = 1.45 Outside Pipe Diameter
- W_p = 57 Weight of Pipe
- W_w = 94 Weight of Water in Pipe

Defined Variables

- f_c = 0.00 Cohesion Modifier Coefficient
- c = 0 Cohesion of Soil
- f_φ = 1.00 Friction Angle Modifier
- Φ = 29 Internal Friction Angle of Soil
- γ = 100 Soil Density
- K_N = 0.60 Trench Compaction Modifier

Calculations for Vertical Offset

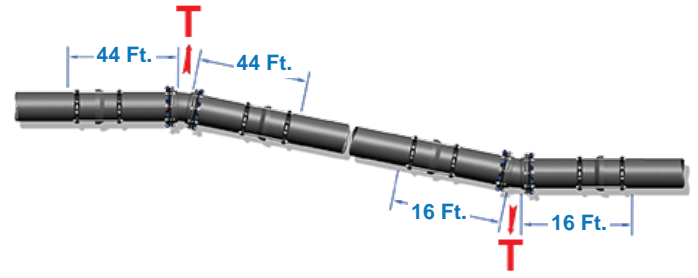
	Lower	Upper	
$W_E = \gamma \cdot D \cdot H =$	725.000	435.000	Normal Force Due to Soil
$W = 2W_E + W_p + W_w =$	1601.000	1021.000	Normal Force Acting on Pipeline
$K_p = \tan^2((\pi / 180) \cdot (45 + (\Phi / 2))) =$	2.882	2.882	Rankin Passive Pressure Coeff.
$H_c = H + (D / 2) =$	5.725	3.725	Depth From Surface to Pipe Center
$\sigma_h = \gamma \cdot H_c \cdot K_p + 2c\sqrt{K_p} =$	1649.945		Horizontal Passive Soil Pressure
$A_p = \pi \cdot (D / 2) =$	2.278	2.278	Area Based on Half of Circumference
$R_s = K_N \cdot \sigma_h \cdot D =$	1435.452	1435.452	Bearing Resistance of Pipelines
$F_s = A_p \cdot f_c \cdot c + W \cdot \tan((\pi / 180) \cdot f_\phi \cdot \Phi) =$	887.449	565.950	Frictional Resistance
$L = (S_f \cdot P \cdot A \cdot \tan((\pi / 180) \cdot (\theta / 2))) / (F_s + (R_s / 2)) =$	30.940		Minimum Restrained Length Lower
$L = (S_f \cdot P \cdot A \cdot \tan((\pi / 180) \cdot (\theta / 2))) / F_s =$		87.754	Minimum Restrained Length Upper

RESTRAINT LENGTH VALUES

Fitting Type	Pipe Material	Soil Type	Safety Factor	Trench Type	Depth of Bury	Test Pressure	Nominal Size	Bend Angle	Branch Size	Length Along Run	Reduced Size	Lowside Depth	Restraint Length	Restraint Length 2
Vertical Offset	Ductile Iron	ML	3.0	3	3 Ft.	350 PSI	16 In.	11.25°				5 Ft.	44 Ft.	16 Ft.

Site Name: Buck Creek - 11.25 Vertical

Site Notes:



ALL JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED
 IF YOUR DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

Defined Variables

- H = 3 Depth of Bury
 - S_f = 3.0 Safety Factor
 - P = 350 Internal Pressure
 - θ = 11.25 Bend Angle
- Pipe Derived Variables**
- A = 237.79 Cross Sec. Area of Pipe
 - D = 1.45 Outside Pipe Diameter
 - W_p = 57 Weight of Pipe
 - W_w = 94 Weight of Water in Pipe

Defined Variables

- f_c = 0.00 Cohesion Modifier Coefficient
- c = 0 Cohesion of Soil
- f_φ = 1.00 Friction Angle Modifier
- Φ = 29 Internal Friction Angle of Soil
- γ = 100 Soil Density
- K_N = 0.60 Trench Compaction Modifier

Calculations for Vertical Offset

	Lower	Upper	
$W_E = \gamma \cdot D \cdot H =$	725.000	435.000	Normal Force Due to Soil
$W = 2W_E + W_p + W_w =$	1601.000	1021.000	Normal Force Acting on Pipeline
$K_p = \tan^2((\pi / 180) \cdot (45 + (\Phi / 2))) =$	2.882	2.882	Rankin Passive Pressure Coeff.
$H_c = H + (D / 2) =$	5.725	3.725	Depth From Surface to Pipe Center
$\sigma_h = \gamma \cdot H_c \cdot K_p + 2c\sqrt{K_p} =$	1649.945		Horizontal Passive Soil Pressure
$A_p = \pi \cdot (D / 2) =$	2.278	2.278	Area Based on Half of Circumference
$R_s = K_N \cdot \sigma_h \cdot D =$	1435.452	1435.452	Bearing Resistance of Pipelines
$F_s = A_p \cdot f_c \cdot c + W \cdot \tan((\pi / 180) \cdot f_\phi \cdot \Phi) =$	887.449	565.950	Frictional Resistance
$L = (S_f \cdot P \cdot A \cdot \tan((\pi / 180) \cdot (\theta / 2))) / (F_s + (R_s / 2)) =$	15.320		Minimum Restrained Length Lower
$L = (S_f \cdot P \cdot A \cdot \tan((\pi / 180) \cdot (\theta / 2))) / F_s =$		43.451	Minimum Restrained Length Upper

File Attachments for Item:

D. Approval of Mayor Committee Appointment - Doug Rainbolt to Personnel Finance



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 6, 2023

Agenda Item:

Mayor Committee Appointment-Doug Rainbolt to Personnel and Finance

Presented By:

Marla Keethler, Mayor

Action Required:

Confirmation for committee appointment.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Mayor’s appointment of Doug Rainbolt to the Personnel Finance Committee.

Background of Issue:

The Personnel Finance Committee per WSMC 2.20 includes a community representative appointment. The previous community representative resigned in January of 2023 after many years of services.

Explanation of Issue:

Doug Rainbolt completed the Committee Application and provided his qualifications as follows:

- Portland State University Business Accounting
- University of Portland MBA focus in Finance
- Career Roles in accounting and Marketing

Training or experience that would be beneficial to serving on the Personnel/Finance Committee:

Accounting, Finance, Budgeting, Cross-Functional Collaboration, Communication

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

There are no financial implications, but having additional accountability on all financial decisions is a benefit all around.

Recommendation of Staff/Committee:

The Mayor and Staff recommend the appointment of Doug Rainbolt of the Personnel and Finance Committee.

File Attachments for Item:

E. Approval of Personal Services Contract - Johnson Controls 2024



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:
Meeting Date:
Agenda Item:
Presented By:

No, unnecessary
December 6, 2023
Planned Service Agreement – Johnson Controls, \$2,535.06
Stephanie Porter, Clerk Treasurer

Action Required

Authorization for Mayor to sign Planned Service Agreement with Johnson Controls related to the city’s sprinkler system at the Fire Hall/Public Works building in the amount of \$2,535.06.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to authorize the Mayor to sign Planned Service Agreement with Johnson Controls related to the city’s sprinkler system at the Fire Hall/Public Works building in the amount of \$2,535.06.

Explanation of Issue

The City uses Johnson Controls for the maintenance and inspection of the city’s sprinkler system at the fire hall/public works facility. This is a renewal of the agreement in the amount of \$2,535.06.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Take No Action
5. Other action as desired by council.

Fiscal Analysis:

The proposed 2024 budget provides for this work.

Recommendation of Staff

Staff recommends the City Council authorize the Mayor to sign Planned Service Agreement with Johnson Controls related to the city’s sprinkler system at the Fire Hall/Public Works building in the amount of \$2,535.06.

Follow Up Action

No follow up action is required.

PSA Renewal_City of White Salmon_2235744_February_2024_ - CPQ-493741

Planned Service Agreement



Johnson Controls Fire Protection LP
8323 N Eldridge Parkway
Houston TX77041
USA

Proposal Presented On:
11-28-2023



SERVICE SOLUTION

Customer #: 2169169
City of White Salmon
Date: 28-Nov-23
Proposal #: CPQ-493741
Term: 1-Feb-24 to 31-Jan-25
External Contract #: 25996672 R01-SEP-2023
Subscription ERP #:

Billing Customer:
 City of White Salmon
 220 NE Tohomish St

 White Salmon, WA 98672-1149

Service Location:
 City of White Salmon
 220 NE Tohomish St,
 White Salmon, WA 98672-1928

Johnson Controls Fire Protection LP
Sales Representative:
 Jeff Wood
 8323 N Eldridge Parkway
 Houston TX 77041
 jeff.1.wood@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
-----------------------------	----------	-----------	------------

SYSTEM-FA-PYRO-XLS

PYRO/SIEMENS FIRE ALARM SYSTEM XLS Est. First Inspection: December

Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	17	Annual	
Heat Detector Restorable	13	Annual	
Pull Station	1	Annual	
Audio-Visual Notification Conventional	4	Annual	

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$1,238.00

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM Est. First Inspection: December

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
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SPRINKLER ESSENTIAL SERVICE OFFER Total: \$458.00

SYSTEM-SP-DRY SPRINKLER



SERVICE SOLUTION

DRY SPRINKLER SYSTEM

Est. First Inspection: December

Dry System Test & Inspect(Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps, Full Trip Test)	1	Annual
--	---	--------

SPRINKLER ESSENTIAL SERVICE OFFER Total:

\$660.00

Total Price with Sales Tax \$2,535.06

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
City of White Salmon	220 NE Tohomish St,	White Salmon	WA	98672-1928	\$1,238.00	\$1,118.00
Offering Total					\$1,238.00	\$1,118.00

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-PYRO-XLS

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-DRY SPRINKLER

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Sensitivity Testing

SYSTEM-FA-PYRO-XLS

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SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-FA-PYRO-XLS

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-DRY SPRINKLER

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of White Salmon** and is effective **1-Feb-24** (the "Effective Date") to **31-Jan-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: BAMA In BAMA

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$2,356.00 - **Proposal #:** CPQ-493741

PAYMENT SUMMARY:

Year	PSA Charges
1	\$2,356.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages 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 Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by 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.



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Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Due Upon Receipt, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement

YES: Please reference this PO Number: _____

City of White Salmon	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

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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 and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. 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. 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. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

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. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. 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. 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.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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. Indemnify. 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

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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, Customer 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:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- 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 testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from 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. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. 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

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separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services.

Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

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 thereof 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 thereof, 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, as agreed upon damages and not as a penalty, as Customer's sole remedy. 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 THE CUSTOMER OR ANY THIRD PARTY. 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, including but not limited to damages; (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. 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, and each of their 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.

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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 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. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. 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.

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, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but

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not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. 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 www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The 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.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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. 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, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. 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.

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27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. 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.

29. 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.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. 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.

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

34. 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.

35. 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.

36. 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.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. 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 N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

CONDITIONS GÉNÉRALES

1. Durée. La durée initiale du contrat débute à compter de la date indiquée aux présentes et prend fin à la date indiquée aux présentes (la « durée initiale »). À la fin de la durée initiale, la durée du présent contrat sera automatiquement prolongée pour des durées successives équivalentes à la durée initiale (sujet à l'article 3), sauf si l'une ou l'autre des parties avise l'autre partie par écrit pas moins de trente (30) jours avant la fin de la durée alors en cours (chacune un « Durée de renouvellement »).

2. Paiement et facturation. A moins que les parties en conviennent autrement, les montants sont dus sur réception de la facture par le Client. À moins que les parties en aient convenu autrement par écrit, les frais de Service sont payables annuellement à l'avance. Tous les paiements sont dus 30 jours de la date de la facture. Les factures sont payables par voie électronique. Les différends relatifs à la facturation doivent être communiqués par écrit dans les 21 jours suivant la date de facturation. Les paiements des montants contestés sont dus et payables au moment de la résolution. L'obligation pour JC d'exécuter les Services en vertu du contrat est conditionnelle au paiement des factures. Les travaux effectués sur une base matérielle et main d'œuvre sont facturés au taux de JC sur les matériaux, la main-d'œuvre et les articles connexes en vigueur au moment de leur livraison conformément à ce contrat. Le Client convient et accepte que le paiement intégral des sommes facturées à l'échéance est une condition essentielle du présent contrat. Le Client reconnaît en outre que le non-paiement à échéance constitue une violation substantielle des modalités de ce contrat et donnera à JC, sous réserve de ses autres droits et recours, le droit, sans préavis, de: (a) suspendre, interrompre ou cesser la prestation des services ou résilier ou suspendre les licences de logiciel impayées et (b) imputer des frais de retard de 1,5 % par mois (19.56% l'an) ou au taux maximal permis par la loi, jusqu'au paiement complet. Le Client paiera tous les frais de recouvrement raisonnables de JC, y compris les frais judiciaires et extrajudiciaires du présent contrat. La décision de JC de continuer de fournir des services ne diminue en rien le droit de JC de résilier ou de suspendre les services ou d'exercer tout droit ou recours en vertu du présent contrat. JC ne sera pas responsable des dommages, réclamations ou dépenses découlant de ou liés à la suspension des services pour non-paiement. En cas d'urgence nécessitant des services ou si JC exécute autrement des services dans les locaux après la suspension, ces services seront régis par les modalités du présent contrat, à moins qu'un contrat séparé ne soit exécuté. Si le Client conteste un avis de retard de paiement ou les efforts de JC de percevoir le paiement, le Client en informera immédiatement JC par écrit et expliquera le fondement de la contestation. Le Client doit fournir les informations financières demandées par JC pour vérifier la capacité du Client à payer les biens ou les services. Si le Client ne fournit pas d'informations financières ou si JC, à sa seule discrétion, détermine qu'il existe des motifs raisonnables de remettre en question la capacité ou la volonté du Client d'effectuer les paiements à

l'échéance (par exemple, ne pas effectuer les paiements à l'échéance, retards de paiement ou réduction de la cote de crédit du Client), JC peut différer les expéditions, modifier les conditions de paiement, exiger une avance de fonds ou exiger d'autres garanties, sans responsabilité et sans renoncer à tout autre recours que JC peut avoir contre le Client. JC fournira au Client un préavis écrit des modifications des conditions de paiement.

3. Prix. Les prix indiqués dans le présent contrat sont fondés sur le nombre de dispositifs et les services devant être fournis qui sont décrits dans la description des services. Si le nombre de dispositifs réellement installés ou les services réellement fournis sont plus importants que ceux décrits dans la description des services, les prix seront augmentés en conséquence. JC peut augmenter les prix en remettant un avis au Client pour tenir compte de l'augmentation du coût des matériaux et de la main-d'œuvre. Tous les prix indiqués ne comprennent pas et le Client s'engage à payer toutes les taxes, frais, droits, tarifs, amende pour alarme-incendie non fondée, permis d'installation et prélèvements ou autres frais similaires imposés ou décrétés par un gouvernement, quelle que soit sa désignation ou son imposition, y compris les taxes de vente et d'accise locales et sur la valeur ajoutée, quelle que soit leur désignation, qui sont perçues ou basées sur les frais de service conformément aux montants payés en vertu du présent contrat. Le présent contrat est conclu étant entendu que les services à fournir par JC ne sont pas soumis à aucune loi salariale locale, provinciale ou fédérale en vigueur. S'il est déterminé ultérieurement que les taux de salaire local, provinciaux ou fédéraux en vigueur s'appliquent aux services à fournir par JC, JC se réserve le droit d'émettre une modification ou un ordre de changement pour ajuster les taux de salaire au taux de salaire en vigueur requis. Le Client accepte de payer les taux de salaire en vigueur applicables. Les prix dans toute offre ou proposition de JC sont sujets à changement sur préavis envoyé au Client à tout moment avant que l'offre ou la proposition ait été acceptée. JC informera le Client de tout ajustement de prix applicable à toute Durée de renouvellement au plus tard 45 jours avant le début de la Durée de renouvellement. À moins que le Client ne mette fin au contrat au moins trente (30) jours avant le début de cette Durée de renouvellement, le prix ajusté correspond à celui de la Durée de renouvellement. Les Prix pour les produits couverts par ce contrat peuvent être ajustés par JC, sur notification au Client, à tout moment avant l'expédition même si le Client a accepté la proposition, pour refléter toute augmentation du coût des matières premières (p. exemple, l'acier et l'aluminium), l'impossibilité d'obtenir des Produits, des modifications législatives, des modifications ou augmentations du prix de la main d'œuvre, des taxes, des droits, des tarifs, ou quotas, des actes du gouvernement ou des frais similaires imposés ou adoptés par un gouvernement ou pour couvrir des éléments de coûts additionnel, imprévisibles et non-usuels.

4. Respect des codes applicables. JC ne s'engage pas à effectuer des inspections afin de s'assurer que le Client respecte les lois ou les règlements applicables, sauf si cela est expressément indiqué dans la description des services. Le Client reconnaît que l'autorité compétente (par exemple, le commissaire des incendies) peut établir des exigences supplémentaires relativement au respect des codes locaux. Le matériel et les autres services qui devront être fournis seront facturés séparément au Client.

5. Limitation de responsabilité; recours limités. Le Client reconnaît et convient que JC n'est pas un assureur, qu'il lui incombe de souscrire une assurance, le cas échéant, et que les sommes qu'il doit payer à JC aux termes des présentes sont fondées sur la valeur des services et l'étendue de la responsabilité décrits dans le présent contrat et qu'elles ne sont pas liées à la valeur de ses biens ou des biens de tiers qui se trouvent sur les lieux. Le Client s'engage à s'adresser exclusivement à son assureur pour se faire dédommager des pertes ou des dommages subis, le cas échéant, et libère JC de toutes les obligations d'indemnisation qu'elle pourrait avoir par voie de subrogation et renonce aux droits qu'il pourrait avoir d'être indemnisé par celle-ci. JC ne donne aucune garantie, notamment une garantie implicite de qualité marchande ou d'adaptation à un usage particulier, selon laquelle le matériel ou les services qu'elle fournit réussiront à détecter ou à éviter les incidents ou les conséquences de ceux-ci que le matériel ou les services étaient destinés à détecter ou à éviter.

Il est extrêmement difficile, voire impossible, de déterminer les dommages qui pourraient être immédiatement attribuables, le cas échéant, au défaut de JC de s'acquitter de l'une ou l'autre de ses obligations aux termes du présent contrat. Par conséquent, le Client convient que JC est exonérée de toute responsabilité à l'égard des pertes, des dommages ou des préjudices découlant, directement ou indirectement, d'incidents ou de conséquences de ceux-ci que le matériel ou les services étaient destinés à détecter ou à éviter. Si JC est tenue responsable de toute perte, dommage ou blessure résultant d'une quelconque défaillance du matériel ou des services, sa responsabilité sera limitée à un montant total correspondant au Prix prévu dans le présent contrat (majoré du prix de tous les travaux supplémentaires) ou, lorsqu'il s'agit d'un contrat pièce et main-d'œuvre, aux montants que le Client a versés à JC, pour les pièces et la main-d'œuvre fournis. Lorsque le présent contrat couvre plusieurs emplacements, la responsabilité de JC est limitée au montant des versements attribuables à l'emplacement où l'incident s'est produit. La responsabilité de JC pour les services de

télésurveillance est régie par l'article 17 de ce contrat. Cette somme constitue le seul et unique recours du Client.

JC NE SERA EN AUCUN CAS RESPONSABLE DES DOMMAGES, DES PERTES, DES PRÉJUDICES OU DE TOUTE AUTRE RÉCLAMATION DÉCOULANT D'UN ENTRETIEN, DE MODIFICATIONS OU DE DÉPLACEMENTS DES SYSTÈMES VISÉS OU DE L'UNE DE LEURS PIÈCES PAR LE CLIENT OU UN TIERS. Dans toute la mesure permise par la loi, JC et ses sociétés affiliées et leur personnel, fournisseurs et vendeurs respectifs ne pourront en aucun cas être tenus responsables envers le Client ou tout tiers en vertu d'une cause d'action ou d'une théorie de responsabilité, même s'ils sont informés de la possibilité d'une telle dommages-intérêts, pour tout (a) dommages spéciaux, accessoires, consécutifs, punitifs ou indirects de quelque nature que ce soit; (b) la perte de bénéfices, de revenus, de données, d'opportunités de clients, d'affaires, d'économies anticipées ou d'achalandage; (c) interruption d'activité; ou (d) la perte de données ou d'autres pertes résultant de virus, de logiciels de rançon, de cyberattaques ou de pannes ou d'interruptions des systèmes de réseau. Les limitations de responsabilité énoncées dans le présent contrat s'appliquent au profit des sociétés mères, des filiales et des membres du groupe, directs ou indirects, de JC ainsi qu'à ses employés, mandataires, dirigeants et administrateurs.

6. Renseignements personnels. Le Client représente et garantit à JC qu'il a obtenu les consentements requis pour (i) divulguer les renseignements personnels ont été fournis à JC par le Client concernant ces individus et (ii) autoriser JC à utiliser ces renseignements pour la gestion de la relation entre le Client et JC, incluant la gestion du présent contrat. JC peut partager ces renseignements avec ses sociétés mères, ses filiales et successeurs ou tout sous-traitant ou cessionnaire de ce contrat dans le pays ou à l'extérieur du pays où est situé le Client et de ce fait, soumet ses renseignements à l'application des lois de ces pays.

7. Indemnisation Le Client convient d'indemniser JC et de tenir celle-ci quitte de l'ensemble des pertes, des dommages et des frais, y compris les frais d'experts et les honoraires extrajudiciaires raisonnables pour assurer une défense, découlant de réclamations présentées par des tiers en raison d'une blessure corporelle, d'un décès, d'un dommage matériel ou d'une perte financière, causés de quelque manière que ce soit par une action ou une omission du Client ou de JC se rapportant de quelque manière que ce soit au présent contrat, y compris aux services visés par celle-ci, que ces réclamations soient fondées sur une garantie ou sur une responsabilité contractuelle, délictuelle (y compris une négligence active ou passive), stricte ou autre. JC se réserve le droit de choisir les conseillers juridiques qui la représenteront dans le cadre de telles poursuites. La responsabilité du Client relativement à l'indemnisation et la défense de JC en rapport avec les services de télésurveillance est régie par l'article 17 de ce contrat.

8. Dispositions générales. Le Client a choisi le niveau de service désiré après avoir évalué les divers niveaux de protections offertes, ainsi que leurs coûts relatifs. À moins que d'autres périodes ne soient expressément prévues dans le présent contrat, JC effectuera les travaux qu'elle doit faire pendant les heures normales de travail établies par JC (soit du lundi au vendredi, entre 8 h et 17 h), à l'exclusion des jours fériés de JC. Sauf indication contraire dans le présent contrat, tous les travaux sont effectués sans être programmés au préalable. Les rendez-vous prévus visent des plages de quatre heures. Des frais supplémentaires pourraient s'appliquer aux demandes de programmation spéciale, par exemple autour des périodes d'arrêt du matériel, après les heures de travail. JC fournira les services décrits à la rubrique « Description des services » (les « services ») à l'égard d'un ou plusieurs systèmes ou du matériel décrits dans cette rubrique ou dans les addenda qui y sont énumérés (les « systèmes visés »). SAUF INDICATION CONTRAIRE DANS LE PRÉSENT CONTRAT, LES INSPECTIONS (ET, S'ILS Y SONT STIPULÉS, LES ESSAIS) PRÉVUS DANS LE PRÉSENT CONTRAT NE COMPRENNENT PAS L'ENTRETIEN, LES RÉPARATIONS, LA MODIFICATION OU LE REMPLACEMENT DE PIÈCES NI LES RÉGLAGES SUR PLACE, QUELS QU'ILS SOIENT, OU LA CORRECTION DE DÉFAILLANCES DONT JC A AVISÉ LE CLIENT. JC N'EST PAS RESPONSABLE DES DÉFAILLANCES DU MATÉRIEL QUI SURVIENNENT PENDANT QU'ELLE EN FAIT L'INSPECTION, SI CES DÉFAILLANCES SONT AUSSI ATTRIBUABLES À L'ÂGE, À LA DÉSUËTUDE OU À L'USURE NORMALE. LE PRÉSENT CONTRAT NE VISE PAS LES SYSTÈMES, LE MATÉRIEL, LES COMPOSANTES OU LES PIÈCES QUI SE TROUVENT SOUS TERRE, DERRIÈRE DES MURS OU D'AUTRES OBSTACLES OU À L'EXTÉRIEUR DU BÂTIMENT, NI LE CÂBLAGE ÉLECTRIQUE ET LES CANALISATIONS.

9. Responsabilités du Client Le Client doit aviser sans délai JC de toute défaillance des systèmes visés qui vient à sa connaissance. Le présent contrat suppose que les systèmes actuels sont opérationnels et susceptibles d'entretien à la date du présent contrat. Si, au moment de l'inspection initiale, JC juge que des réparations sont recommandées, des frais de réparation distincts seront soumis au préalable à l'approbation du représentant sur place du Client. Si ces réparations sont refusées, JC sera déchargée de toute responsabilité en découlant.

De plus, le Client s'engage à faire ce qui suit :

- permettre à JC d'accéder librement aux systèmes visés, y compris, le cas échéant, aux chariots élévateurs et à tout le matériel nécessaire pour atteindre le matériel inaccessible;
- fournir à JC l'électricité, le chauffage, l'approvisionnement en eau à réchauffage des conduites et les schémas et les plans des systèmes nécessaires;

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- aviser toutes les personnes nécessaires, y compris les autorités compétentes, les employés et les services de surveillance, des essais ou des réparations prévus des systèmes;
- assurer un milieu de travail sécuritaire;
- en cas d'urgence ou de défaillance des systèmes visés, prendre des précautions raisonnables afin d'éviter les blessures corporelles, les décès et des dommages matériels jusqu'à ce que les systèmes visés soient opérationnels;
- respecter toutes les lois, tous les codes et toute la réglementation applicables au matériel ou aux services fournis aux termes du présent contrat.

Le Client représente et garantit qu'il a le droit d'autoriser que les Services soient effectués. Le Client est seul responsable de l'établissement, de l'exploitation, de la maintenance, de l'accès, de la sécurité et d'autres aspects de son réseau informatique (le «Réseau») et doit fournir à JC un accès réseau sécurisé pour la fourniture de ses services. Les produits en réseau, connectés à Internet ou autrement connectés à des ordinateurs ou à d'autres appareils doivent être protégés de manière appropriée par le Client ou l'utilisateur final contre tout accès non autorisé. Le Client est tenu de prendre les mesures appropriées, dont notamment d'effectuer des sauvegardes, pour protéger l'information, y compris, les données, logiciels ou fichiers (collectivement dénommées «données») avant de recevoir le service ou les produits.

10. Services de réparation (Si le Client a choisi ces services). Lorsque le Client inclut expressément les services de réparation, de remplacement de pièces et d'intervention en cas d'urgence à la rubrique «Description des services» du présent contrat, ces Services ne s'appliquent qu'aux composantes et au matériel des systèmes visés. Le Client convient de demander sans délai des services de réparation dès qu'un système devient défectueux ou a par ailleurs besoin de réparation. Le prix prévu dans le contrat ne comprend pas les réparations aux systèmes visés recommandées par JC dans le cadre de l'inspection initiale, à l'égard desquelles JC soumettra des prix distincts au Client et qu'elle n'effectuera pas avant que le Client n'ait autorisé les travaux et en ait approuvé le prix. La réparation et le remplacement de pièces non susceptibles d'entretien des systèmes visés, notamment les boîtiers des unités, les matériaux isolants, le câblage électrique, les supports structureux et les autres pièces fixes, ne sont pas visés par le présent contrat.

11. Matériel du système. L'achat de matériel ou de dispositifs périphériques (y compris des détecteurs de fumée, des détecteurs infrarouge passifs, des lecteurs de cartes, des composantes de systèmes de gicleurs, des extincteurs et des boyaux) auprès de JC est assujéti aux modalités du présent contrat. Si, à l'entière discrétion de JC, un dispositif périphérique ou un autre élément de matériel fixé aux systèmes visés, qu'il ait été fourni par JC ou par un tiers, compromet le fonctionnement adéquat des systèmes visés, le Client devra l'enlever ou le remplacer sans délai après avoir reçu un avis de JC à cet égard. Le défaut du Client d'enlever ou de remplacer le dispositif constituera une violation grave du présent contrat. Si le Client ajoute un dispositif ou un élément de matériel d'un tiers aux systèmes visés, JC ne sera pas responsable des dommages ou des défaillances des systèmes visés causés, en totalité ou en partie, par ce dispositif ou cet élément de matériel.

12. Rapports. Lorsque le Client a choisi des services d'inspection et d'essais, JC consignera ces inspections et ces essais dans son formulaire de rapport alors en vigueur, qu'elle soumettra au Client, et, s'il y a lieu, à l'autorité locale compétente. Le rapport et les recommandations de JC ne sont donnés qu'à titre consultatif et ont pour but d'aider le Client à réduire le risque de perte de biens en indiquant les défauts ou les anomalies des systèmes visés qui ont été notées pendant les inspections ou les essais du système et du matériel. Ils ne sont pas destinés à laisser entendre qu'il n'y a aucune autre défaillance ni aucun autre risque et que tous les aspects des systèmes visés, du matériel et des composantes sont en bon état au moment de l'inspection. La responsabilité définitive de l'état et du fonctionnement des systèmes visés, du matériel et des composantes incombe au Client.

13. Disponibilité et coût de l'acier, du plastique et des matières premières. JC n'est pas responsable en cas de défaut de fournir des services, de livrer des produits ou d'effectuer les travaux autrement prévus par ce contrat si ce défaut est causé par une pénurie de produits en acier, en plastique ou autre matière première. (I) Dans le cas où, malgré des efforts raisonnables, JC n'est pas en mesure d'acquiescer ou de livrer des produits en acier, en plastique ou autre matière première, alors que requis pour effectuer les travaux prévus par ce contrat, le Client convient que JC peut résilier ce contrat, ou une partie pertinente du contrat, sans frais additionnel ou pénalité. Le Client accepte de payer au complet pour tous les travaux effectués jusqu'à la date de résiliation du contrat.

14. Espace clos. Si JC doit accéder à un espace clos afin de fournir les services, ceux-ci seront planifiés et fournis au coût établi selon le taux horaire de JC alors en vigueur.

15. Matières dangereuses Le Client déclare que, sauf dans la mesure où JC a reçu un avis écrit des risques énoncés ci-dessous avant la signature du présent contrat, à sa connaissance, aucun des risques suivants n'est présent :

- d'endroit où des travaux doivent être réalisés où, en raison de sa construction, de son emplacement, des matières qui s'y trouvent ou des activités qui s'y déroulent, une accumulation de gaz, de vapeur, de poussière ou de fumée nocif pourrait se produire ou dont l'air pourrait avoir une faible teneur en oxygène;

- de risque de maladies contagieuses;
- de nécessité de contrôler la qualité de l'air ou de protéger les voies respiratoires ou d'autres risques pour la santé;
- d'amiante, de matières à base d'amiante, de formaldéhyde ou d'autres matières susceptibles d'être toxiques ou dangereuses qui sont contenues dans les planchers, les murs, les plafonds, les matériaux isolants ou d'autres composantes structurelles de la partie d'un bâtiment où des travaux doivent être exécutés aux termes du présent contrat ou qui se trouvent à la surface de ceux-ci.

Tous les éléments susmentionnés sont appelés dans les présentes des « conditions dangereuses ». JC a le droit de se fier aux déclarations faites ci-dessus. Si JC découvre des conditions dangereuses pendant qu'elle effectue des travaux, la découverte en question constituera un événement indépendant de sa volonté et elle n'aura aucune obligation d'effectuer d'autres travaux dans la zone où se trouve les conditions dangereuses tant que celle-ci n'aura pas été rendue sécuritaire par le Client, comme en aura attesté par écrit un organisme d'évaluation indépendant, et le Client devra verser à JC le dédommagement et les frais de remobilisation établis par celle-ci.

Le présent contrat ne prévoit pas le coût des tests impliquant une décharge ou une libération, une capture, un confinement, un transport, un enlèvement ou une élimination (collectivement, les «Services de gestion des rejets») de tout déchet dangereux, matériel dangereux, matériel de lutte contre l'incendie, y compris toute mousse anti-incendie rencontrée dans ou rejetée par l'un des systèmes couverts ou pendant l'exécution des Services. Ces matériaux resteront à tout moment sous la responsabilité et la propriété du Client. Le Client sera responsable de tous les Services de gestion des rejets associés à ces matériaux, y compris toute mousse anti-incendie déchargée, conformément à toutes les lois applicables. JC ne sera pas responsable du test, de l'enlèvement ou de l'élimination de ces matières dangereuses. Le Client doit indemniser et tenir JC indemne de et contre toutes les réclamations, demandes ou dommages résultant en tout ou en partie de l'utilisation de ou de tout Service de gestion des rejets associé à des déchets dangereux, des matières dangereuses ou des matériaux de lutte contre les incendies, y compris la mousse anti-incendie rencontrée ou rejetée lors de l'exécution des Services.

16. Autres Services.

A. Service à distance Si le Client sélectionne le service à distance, le Client comprend et accepte que, bien que le service à distance fournisse à JC des communications concernant le système d'alarme incendie du Client via Internet, le service à distance ne constitue pas une télésurveillance du système, et il comprend que le service à distance ne comporte pas l'obligation pour JC de contacter le service d'incendie ou d'autres autorités en cas d'alarme incendie. Le Client comprend que s'il souhaite recevoir la télésurveillance de son système d'alarme incendie et la notification du service d'incendie ou d'autres autorités en cas d'alarme incendie, il doit sélectionner les services de télésurveillance comme un service distinct en vertu du présent contrat. **LE CLIENT COMPREND EN OUTRE ET CONVIENT QUE LES MODALITÉS DE L'ARTICLE 17.F DE CE CONTRAT S'APPLIQUENT AU SERVICE À DISTANCE.**

B. Services d'alarme incendie connectés. Les services d'alarme d'incendie connectés désignent une plate-forme logicielle d'analyse de données et de surveillance qui utilise une connexion cellulaire ou réseau pour recueillir des données sur les performances de l'équipement couvert d'un Client pour le système d'alarme incendie du Client, selon le cas, pour aider JC en consultant le Client sur la santé, les performances ou le dysfonctionnement potentiel de cet équipement. Les services d'alarme incendie connectés sont collectivement les services d'équipement connecté. Si le Client a acheté des services d'alarme incendie connectés sur tout équipement couvert, le Client accepte de permettre à JC d'installer des capteurs de diagnostic et du matériel de communication (« périphérique de passerelle») ou le Client fournira une connexion réseau appropriée pour permettre la communication avec l'équipement couvert du Client afin que JC fournisse les services connectés. Pour plus d'informations sur si votre équipement particulier comprend des d'alarme incendie connectés, un abonnement à ces services et le coût, le cas échéant, d'un tel abonnement, veuillez consulter votre commande, devis, proposition ou documentation d'achat ou parlez à votre représentant commercial JC. Pour certains abonnements, le Client pourra accéder aux informations sur l'équipement à partir d'un appareil mobile ou intelligent à l'aide de l'application mobile ou Web du service. Le dispositif de passerelle sera utilisé pour accéder, stocker et afficher des données de tendance dans le but de fournir des services. L'entreprise n'utilisera pas les services d'alarme incendie connectés pour faire fonctionner à distance ou apporter des modifications à l'équipement du Client. Si la connexion est déconnectée par le Client et qu'un technicien doit être envoyé sur le site du Client, le Client paiera JC au tarif JC en vigueur au contrat d'heures normales et/ou supplémentaires pour ces services. **JC n'offre aucune garantie relative aux services d'alarme d'incendie connectés. Le Client reconnaît que, bien que les services d'alarme incendie connectés améliorent généralement les performances et les services de l'équipement, ces services n'empêchent pas tout dysfonctionnement potentiel, n'assurent pas toute perte ou ne garantissent un certain niveau de performance et que JC ne sera pas responsable des blessures, perte ou dommage causé par tout acte ou omission de JC lié ou résultant des notifications proactives de santé de l'équipement dans le cadre des services d'équipement**

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connecté. Le Client comprend que s'il souhaite recevoir la surveillance de son système d'alarme incendie et une notification du service d'incendie ou d'autres autorités en cas d'alarme, il doit sélectionner les services de surveillance en tant que service distinct en vertu du présent contrat. LE CLIENT COMPREND ET ACCEPTE EN OUTRE QUE LES TERMES DE LA SECTION 17.F DU PRÉSENT CONTRAT (LOGICIELS ET SERVICES NUMÉRIQUES) S'APPLIQUENT AUX SERVICES D'ALARME INCENDIE CONNECTÉS. En cas de conflit entre ces conditions et les conditions du logiciel, les conditions du logiciel prévaudront.

C. Tableaux de bord et applications de mobilité des services d'alarme d'incendie connectés. Si le Client a acheté des services d'alarme incendie connectés, le Client peut utiliser le ou les tableaux de bord et les applications de mobilité de JC, selon le cas, pendant la durée du contrat, conformément aux conditions d'utilisation alors applicables. Les conditions du tableau de bord se trouvent sous www.johnsoncontrols.com/techterms.

17. Services de télésurveillance. Si le Client a sélectionné des Services de télésurveillance, les modalités suivantes s'appliquent à ces Services:

A. Service de télésurveillance d'alarme. Le Client accepte et reconnaît que la seule et unique obligation de JC en vertu du présent contrat sera de fournir des Services de télésurveillance ou de notification d'alarme ou de courriel conformément au présent contrat et de s'efforcer d'informer les parties identifiées par le Client sur la Liste d'appels (« Contacts ») ou Numéros d'acheminement d'urgence locale aux autorités répondantes. Dès réception d'un signal d'alarme, JC peut, à notre seule discrétion, tenter d'informer les Contacts pour vérifier que le signal n'est pas faux. Si nous ne parvenons pas à aviser les personnes-ressources ou si la réponse que nous recevons nous semble douteuse, nous tenterons d'aviser l'autorité répondante. Au cas où JC recevrait un signal de télésurveillance ou un signal de dérangement, JC s'efforcera d'informer rapidement l'un des Contacts. JC ne sera pas responsable du refus d'un Contact ou d'une autorité répondante de reconnaître / répondre aux notifications de réception d'un signal d'alarme par JC, et JC ne sera pas tenue de faire des notifications supplémentaires à cause d'un tel refus. Les Contacts sont autorisés à agir au nom du Client et, s'ils sont désignés sur la liste d'appels/de contacts, sont autorisés à annuler une alarme avant la notification des autorités. Le Client comprend que les lois, ordonnances ou politiques locales peuvent restreindre la capacité de JC à fournir les Services de télésurveillance et de notification d'alarme décrits dans le présent contrat ou nécessiter des services modifiés ou supplémentaires et des frais connexes au Client. Le Client comprend que JC peut utiliser un certain nombre de mesures reconnues par l'industrie pour aider à réduire les occurrences d'activation des signaux suite à de fausses alarmes. Ces mesures peuvent inclure la mise en œuvre de paramètres par défaut reconnus par l'industrie; la mise en œuvre de procédures de « contournement partiel défini » à notre centre de télésurveillance des alarmes et d'autres mesures similaires, à notre seule discrétion, de temps à autre. CES MESURES PEUVENT ENTRAINER L'ABSENCE DE SIGNAL D'ALARME D'UNE ZONE D'ALARME DANS LES LIEUX DU CLIENT APRÈS L'ACTIVATION DE L'ALARME INITIALE JUSQU'À CE QUE LE SYSTÈME D'ALARME SE RÉINITIALISE MANUELLEMENT. Dès réception de la notification de JC indiquant qu'un signal de détection d'incendie ou de détection de gaz (par exemple de monoxyde de carbone) a été reçu, l'autorité répondante peut pénétrer de force dans les lieux. La supervision des essais des unités de radio cellulaire, si elle est prévue par le présent contrat, fournit uniquement l'état de la capacité de signalisation actuelle de l'unité de radio cellulaire au moment de la communication des essais à certains intervalles programmés et ne permet pas de détecter la perte potentielle du service radio au moment d'une situation d'urgence réelle. JC ne sera pas responsable de fournir des Services de télésurveillance en vertu du présent contrat, à moins et jusqu'à ce que le lien de communication entre les lieux du Client et le Centre de télésurveillance de JC ait été testé. **CES SERVICES SONT FOURNIS SANS GARANTIE, EXPLICITE OU IMPLICITE, Y COMPRIS TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE OU D'ADAPTATION À UN USAGE PARTICULIER.**

B. Limites de responsabilité. Limites de recours. Le Client comprend que JC offre plusieurs types de Services de télésurveillance et que le type décrit a été choisi par le Client après avoir considéré et pesé les différents types de protection offerts et les coûts connexes. Il est entendu et convenu par le Client que JC n'est pas un assureur et que la couverture d'assurance, le cas échéant, doit être obtenue par le Client et que les montants payables à JC sont basés sur la valeur des Services de télésurveillance et l'étendue de la responsabilité de JC aux termes du présent contrat et n'ont aucun lien avec la valeur de la propriété du Client et celle d'autres personnes situées sur les lieux. Le Client s'engage à se tourner exclusivement vers l'assureur du Client pour recouvrer les dommages corporels ou matériels en cas de perte ou de blessure et le Client libère et renonce à tout droit de recouvrement contre JC par subrogation. JC ne donne aucune garantie ou garantie, y compris toute garantie implicite de qualité marchande ou d'adaptation à un usage particulier ou que les équipements ou Services fournis par JC détectent ou éviteront les événements ou les conséquences que l'équipement ou les Services ont été conçus pour détecter ou prévenir. Il est peu pratique et extrêmement difficile de réparer les dommages réels, le cas échéant, qui pourraient résulter de l'incapacité de la part de JC à exécuter l'une quelconque de ses obligations de télésurveillance en vertu du présent contrat. En conséquence, le Client accepte que JC soit exonérée de toute responsabilité pour toute perte, dommage ou blessure découlant directement ou indirectement d'événements, ou de leurs conséquences, que l'équipement ou le Service a été conçu pour détecter

ou éviter. Si JC est déclarée responsable de toute perte, dommage ou blessure en vertu d'une quelconque théorie juridique en raison d'une défaillance de l'équipement, du système ou des services à quelque égard que ce soit, la responsabilité de JC à l'égard des Services de télésurveillance sera limitée au moindre des frais annuels pour les Services de télésurveillance attribuables au site où l'incident est survenu ou de deux mille cinq cents (2 500 \$) dollars, à titre de dommages-intérêts et non de pénalité, comme seul recours du Client. Cette somme est complète et exclusive. JC NE PEUT EN AUCUN CAS ÊTRE TENUE RESPONSABLE DE TOUT DOMMAGE, PERTE, BLESSURE OU TOUTE AUTRE RÉCLAMATION DÉCOULANT DE SERVICES, MODIFICATIONS, CHANGEMENTS, ALTÉRATIONS OU MOUVEMENTS DU(DES) SYSTÈME(S) COUVERT(S), TEL QU'INDIQUÉ CI-APRÈS, OU DE L'UNE DE SES CONSÉQUENCES PAR LE CLIENT OU TOUT TIERS. Dans les limites autorisées par la loi, en aucun temps JC, ses sociétés affiliées et leur personnel, fournisseurs et vendeurs respectifs ne pourront être tenus responsables envers le Client ou un tiers, peu importe la cause d'action ou de responsabilité, de: (a) dommages spéciaux, indirects ou punitifs; (b) la perte de bénéfices, de revenus, de données, d'opportunités Clients, d'affaires, d'épargne ou de profits anticipés; (c) l'interruption commerciale; ou (d) la perte de données ou autres pertes résultant de virus, rançongiciel, cyber-attaques ou défaillances ou interruptions de systèmes de réseau, même s'ils ont été avisés de la possibilité de tels dommages. JC NE SERA PAS RESPONSABLE DES DOMMAGES INDIRECTS, ACCESSOIRES OU CONSÉQUENTS DE QUELQUE NATURE QUE CE SOIT, Y COMPRIS, MAIS SANS S'Y LIMITER, LES DOMMAGES RÉSULTANT DE L'UTILISATION, DE LA PERTE D'UTILISATION, DE LA PERFORMANCE OU DE LA DÉFAILLANCE DU OU DES SYSTÈMES COUVERTS. Les limites de responsabilité énoncées dans le présent contrat bénéficieront à tous les sociétés mères, filiales et affiliés de JC, qu'elles soient directes ou indirectes, et aux employés, agents, dirigeants et administrateurs de JC.

C. Indemnité. Assurance. Le Client s'engage à indemniser, tenir indemne et défendre JC contre toutes pertes, dommages, coûts, y compris les honoraires d'experts et les frais, y compris les frais de défense raisonnables, découlant de toute réclamation de tiers pour blessures corporelles, décès, dommages matériels ou perte économique résultant d'un acte ou d'une omission du Client ou de JC concernant les Services de télésurveillance fournis dans le cadre du présent contrat, que ces réclamations soient fondées sur un contrat, une garantie ou une responsabilité délictuelle (y compris mais non exclusivement), la responsabilité stricte ou autre. JC se réserve le droit de choisir un avocat pour le représenter dans une telle action. Le Client doit nommer JC, ses dirigeants, employés, agents, sous-traitants, fournisseurs et représentants en tant qu'assurés supplémentaires sur les polices responsabilité civile générale et responsabilité automobile du Client.

D. Pas de modification. La modification des articles 17 B ou C ne peut être faite que par une modification écrite du présent contrat signée par les deux parties mentionnant spécifiquement les sections 17 B ou C, et aucune modification ne sera effective sans l'approbation du directeur du Centre de télésurveillance JC.

E. Tâches du Client. En plus de l'obligation du Client d'indemniser, de tenir indemne et de défendre JC en vertu du présent article 17:

- i. Le Client s'engage à fournir les noms et numéros de téléphone de toutes les personnes autorisées à entrer ou rester dans les lieux du Client ou qui doivent être notifiées en cas d'alarme (liste d'appels/de contacts) et les numéros d'acheminement d'urgence locale et fournir toutes les révisions et modifications de ce qui précède à JC par écrit en temps opportun. Le Client doit s'assurer que toutes ces personnes sont autorisées et capables de répondre à cette notification.
- ii. Le Client doit soigneusement et correctement tester et mettre en place le système immédiatement avant la sécurisation des lieux et tester soigneusement le système de la manière prescrite par JC pendant la durée du présent contrat. Le Client convient qu'il est responsable de toute perte ou dommage résultant d'un dysfonctionnement, d'une mauvaise communication ou d'une défaillance du système du Client à manipuler, traiter ou communiquer avec précision les données de date. Si un défaut de fonctionnement du Système se produit, ou en cas de panne de courant, d'interruption du service téléphonique, ou toute autre interruption dans les lieux du Client de la transmission de signaux ou de données par tout support, le Client doit en informer immédiatement JC. Si la détection de mouvement (c'est-à-dire ultrasons, micro-ondes, infrarouge, etc.) fait partie du Système, le Client doit tester le Système de la manière recommandée par JC.
- iii. Lorsqu'un dispositif ou une protection est utilisé, y compris la détection de mouvement, qui peut être affectée par la turbulence de l'air, un changement d'espace occupé ou d'autres perturbations, les souffleries d'air, les climatiseurs, les avertisseurs sonores, les animaux et autres sources de turbulence de l'air ou de mouvements pouvant interférer avec l'efficacité du Système pendant les périodes de fermeture du système d'alarme, le Client doit en informer JC.
- iv. Le Client doit rapidement réinitialiser le Système après toute activation.
- v. Le Client doit informer JC de tout remodelage ou autre modification des lieux protégés pouvant affecter le fonctionnement du système.
- vi. Le Client coopérera avec JC dans l'installation, l'exploitation ou la maintenance du système et s'engage à suivre toutes les instructions et procédures qui peuvent être prescrites pour l'exploitation du système, la fourniture de services et la fourniture de la sécurité pour les lieux.
- vii. Le Client doit payer tous les frais facturés par tout fournisseur de téléphone ou de communication ou autre service public pour l'installation, la location et les frais de service des lignes téléphoniques

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reliant les lieux du Client à JC. Le Client reconnaît que les signaux d'alarme du Client vers JC sont transmis sur le téléphone ou autre service de transmission du Client et que, dans le cas où le téléphone ou autre service de transmission est hors service, déconnecté, suspendu ou autrement interrompu, le système d'alarme ne sera pas reçu par JC, lors d'une telle interruption du service téléphonique ou autre service de transmission et l'interruption ne sera pas connue par JC. Le Client convient que dans le cas où l'équipement ou le système transmet en continu des signaux que JC détermine raisonnablement qu'ils sont faux ou excessifs, le Client sera soumis aux coûts et frais supplémentaires encourus par JC pour la réception ou la réponse à ces signaux ou JC peut, à sa seule discrétion, résilier le présent contrat en ce qui concerne les Services de télésurveillance sur notification au Client.

F. Installations de communication.

i. Autorisation. Le Client autorise JC à demander au nom du Client des services, travaux ou de l'équipement auprès d'un fournisseur de téléphonie ou de données sans fils ou autre fournisseur de services de télécommunication ou de transmission de signaux ou d'installation reliées en vertu de ce contrat (« Fournisseurs de téléphonie »). Si un service, un équipement ou une installation d'un tiers est nécessaire pour exécuter les services de télésurveillance définis dans le présent contrat, et si ces derniers sont résiliés ou deviennent indisponibles ou impraticables, JC peut mettre fin aux Services de télésurveillance sur avis au Client.

ii. Transmetteur numérique. Le Client comprend qu'un transmetteur numérique (DACT), s'il est installé en vertu du présent contrat, utilise des lignes téléphoniques traditionnelles pour envoyer des signaux qui éliminent le besoin d'une ligne téléphonique dédiée et les coûts associés à ces lignes dédiées.

iii. Canal local dérivé. Les services de Fournisseurs de téléphonie fournis au Client dans le cadre des Services peuvent inclure un service de Canal Local Dérivé. Ce service peut être fourni sous les marques de commerce ou les noms des Fournisseurs de téléphonie. Ces services comprennent la fourniture de lignes, transit de signaux, de balayage et de transmission. Le Client accepte que la responsabilité des Fournisseurs de téléphonie est limitée dans la même mesure que la responsabilité de JC est limitée conformément au présent article 18.

iv. LE CLIENT CONVIENT QUE JC NE RECEVRA PAS DE SIGNAUX D'ALARME LORSQUE LA LIGNE TÉLÉPHONIQUE OU UN AUTRE MODE DE TRANSMISSION N'EST HORS SERVICE, COUPE OU ENDOMMAGE OU SI LE SYSTÈME D'ALARME N'EST PAS EN MESURE DE RECEVOIR, DE TRANSMETTRE OU DE MAINTENIR UN SIGNAL D'ALARME AVEC LE SERVICE TÉLÉPHONIQUE DU CLIENT POUR QUELQUE RAISON, Y COMPRIS UNE PANNE DU RÉSEAU OU UN AUTRE PROBLÈME DE RÉSEAU, TEL QUE LA CONGESTION OU L'ARRÊT DE LA CONNEXION RÉSEAU, DES PROBLÈMES DE ROUTAGE OU L'INSTABILITÉ DE LA QUALITÉ DU SIGNAL. LE CLIENT CONVIENT QU'IL EXISTE D'AUTRES CAUSES POTENTIELLES DE DÉFAILLANCE RELATIVEMENT A CERTAINS SERVICES TÉLÉPHONIQUES (Y COMPRIS, CERTAINS TYPES DE DSL, ADSL, VOIX SUR IP, TÉLÉPHONE NUMÉRIQUE, TÉLÉPHONE UTILISANT UN PROTOCOLE INTERNET OU UN AUTRE INTERFACE INTERNET OU UN SERVICE RADIO, Y COMPRIS LA RADIO CELLULAIRE OU PRIVÉE, ETC. (« SERVICE TÉLÉPHONIQUE NON TRADITIONNEL ») TELLES QUE: (1) LA PERTE D'ALIMENTATION ÉLECTRIQUE NORMALE DES LIEUX DU CLIENT (LA BATTERIE DE SECOURS DU PANNEAU D'ALARME N'ALIMENTE PAS LE SERVICE TÉLÉPHONIQUE); ET (2) DÉFAILLANCE ÉLECTRONIQUE TELLE QU'UN MAUVAIS FONCTIONNEMENT DE MODEM. LE CLIENT CONVIENT QUE JC VÉRIFIERA LA COMPATIBILITÉ INITIALE DU SYSTÈME D'ALARME DU CLIENT AVEC UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL SEULEMENT AU MOMENT DE LA CONNEXION INITIALE AU CENTRE DE TÉLÉSURVEILLANCE DE JC ET QU'UN CHANGEMENT DE FORMAT DE DONNÉES DU SERVICE TÉLÉPHONIQUE DU CLIENT APRÈS LA VÉRIFICATION INITIALE DE LA COMPATIBILITÉ POURRAIT FAIRE EN SORTE QUE LE SERVICE TÉLÉPHONIQUE DU CLIENT NE SOIT PLUS EN MESURE DE TRANSMETTRE LES SIGNAUX D'ALARME AUX CENTRES DE TÉLÉSURVEILLANCE DE JC. SI JC DÉTERMINE A SON ENTIÈRE DISCRÉTION QUE LE SERVICE TÉLÉPHONIQUE EST COMPATIBLE, JC PERMETTRA AU CLIENT D'UTILISER LE SERVICE TÉLÉPHONIQUE NON TRADITIONNEL COMME LA SEULE MÉTHODE DE TRANSMISSION DES SIGNAUX D'ALARME, BIEN QUE LE CLIENT CONVIENT QUE JC RECOMMANDE D'UTILISER UNE MÉTHODE DE COMMUNICATION SUPPLÉMENTAIRE POUR CONNECTER LE SYSTÈME D'ALARME DU CLIENT AU CENTRE DE TÉLÉSURVEILLANCE, QUEL QUE SOIT LE TYPE DE SERVICE TÉLÉPHONIQUE UTILISÉ. LE CLIENT CONVIENT ÉGALEMENT QUE SI JC DÉTERMINE, A SON ENTIÈRE DISCRÉTION, QUE LE SERVICE TÉLÉPHONIQUE NON TRADITIONNEL DU CLIENT N'EST PAS COMPATIBLE OU QU'IL LE DEVIENT PLUS TARD, OU SI LE CLIENT CHANGE POUR UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL NON COMPATIBLE, JC POURRA DEMANDER QUE LE CLIENT UTILISE UNE AUTRE MÉTHODE DE COMMUNICATION ACCEPTABLE À JC COMME MÉTHODE PREMIÈRE DE CONNEXION DU SYSTÈME D'ALARME DU CLIENT AU CENTRE DE TÉLÉSURVEILLANCE. LE CLIENT CONVIENT QUE LA TRANSMISSION DE SIGNAUX D'ALARME INCENDIE AU MOYEN D'UNE LIGNE TÉLÉPHONIQUE TRADITIONNELLE PEUT NE PAS ÊTRE CONFORME AUX STANDARDS D'ALARME INCENDIE OU A CERTAINS CODES D'INCENDIE LIEUX, ET QUE C'EST L'OBLIGATION DU CLIENT DE SE CONFORMER AUX STANDARDS ET CODES. LE CLIENT CONVIENT ÉGALEMENT QUE SI LE SYSTÈME D'ALARME EST DOTE D'UNE

FONCTIONNALITÉ PERMETTANT DE DÉTECTER UNE COUPURE DE LIGNE, IL SE PEUT QU'IL NE DÉTECTE PAS SI UNE LIGNE DE SERVICE TÉLÉPHONIQUE NON TRADITIONNELLE EST COUPÉE OU INTERROMPUE, ET QUE JC PEUT NE PAS ÊTRE EN MESURE DE FOURNIR CERTAINS SERVICES DE TÉLÉSURVEILLANCE AUXILIAIRES PAR LE BIAIS D'UNE LIGNE OU D'UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL. LE CLIENT CONVIENT EN OUTRE QUE LE PANNEAU D'ALARME NE PAS ÊTRE EN MESURE DE SAISIR LA LIGNE DE TÉLÉPHONE POUR TRANSMETTRE UN SIGNAL D'ALARME SI UNE AUTRE CONNEXION EST DÉSACTIVÉE EN RAISON D'UNE CONNEXION INAPPROPRIÉE OU AUTRE.

G. Vérification; Service de coursier. Certaines juridictions peuvent exiger une vérification d'alarme par téléphone ou une vérification sur place (service de coursier) avant d'envoyer les services d'urgence. Dans l'éventualité où une exigence de vérification d'alarme entrerait en vigueur après la date du présent contrat, ces services pourraient être disponibles moyennant des frais supplémentaires. JC ne pourra être tenu responsable de tout retard ou défaut d'envoi des services d'urgence résultant d'une telle vérification. Lorsque le service de coursier est indiqué, ces services peuvent être fournis par un tiers. JC NE PROCÉDERA PAS À L'ARRESTATION ET NE DÉTIENDRA AUCUNE PERSONNE.

18. Garantie limitée. JC GARANTIT QUE LA MAIN D'OEUVRE ET LES MATÉRIAUX, À L'EXCLUSION DES SERVICES DE TÉLÉSURVEILLANCE, FOURNIS AUX TERMES DU PRÉSENT CONTRAT SERONT EXEMPTS DE TOUT VICE PENDANT UNE PÉRIODE DE QUATRE-VINGT-DIX (90) JOURS À PARTIR DE LA DATE DE LEUR FOURNITURE. Les produits et équipements de tiers installés ou fournis par JC ne sont pas garantis par JC. Ces produits et équipements sont fournis avec la garantie du fabricant tiers dans la mesure du possible, et JC cèdera les bénéfices de la garantie de ce fabricant au Client, sujet aux exclusions. SAUF DANS LA MESURE EXPRESSÉMENT STIPULÉE AUX PRÉSENTES, JC DÉCLINE TOUTE GARANTIE, EXPLICITE OU IMPLICITE, Y COMPRIS, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE OU D'ADAPTATION À UN USAGE PARTICULIER CONCERNANT LES SERVICES FOURNIS OU LES PRODUITS, SYSTÈMES OU ÉQUIPEMENTS VISÉS PAR LES PRÉSENTES, LE CAS ÉCHÉANT. JC ne fait aucune représentation ou garantie quant à la protection des services, produits, logiciels ou produits ou logiciels de tiers contre les cyber-attaques, le piratage ou toute autre activité malveillante similaire ou détectera la présence de, ou éliminera, traitera ou atténuera la transmission, la propagation ou l'épidémie de tout pathogène, maladie, virus ou autre contagion, y compris le Covid 19. Sauf entente écrite des parties, tout support technique, assistance ou conseil ("Support technique") fourni par JC, tels que des suggestions quant à la conception ou si les produits conviennent à l'usage prévu par le Client, est fourni de bonne foi, mais le Client reconnaît et accepte que JC n'est pas le concepteur, l'ingénieur ou l'installateur. Toute assistance technique est fournie à titre informatif uniquement et ne doit pas être interprétée comme une représentation ou une garantie, expresse ou implicite, concernant la sélection, l'utilisation ou l'application appropriées des produits. Le Client assume la responsabilité exclusive de déterminer si les produits fournis par JC sont adaptés à l'application prévue et tous les risques et responsabilités, qu'ils soient contractuels, délictuels ou autres, liés à son application et à l'utilisation des produits.

19. Logiciel et services numériques. Services activés par le numérique. Données. Si JC fournit des Services numériques en vertu du présent contrat, ces Services numériques nécessitent la collecte, le transfert et le traitement de données relatives aux bâtiments, équipements, séries chronologiques du système et autres données vers les applications logicielles hébergées dans l'infonuagique de JC. Le Client consent et accorde à JC le droit de collecter, transférer, traiter et utiliser ces données pour permettre à JC et à ses sociétés affiliées et agents de fournir, maintenir, protéger, développer et améliorer les services numériques et les produits et services de JC. Le Client reconnaît que, bien que les services numériques améliorent généralement les performances et les services de l'équipement, les services numériques n'empêchent pas tout dysfonctionnement potentiel, n'assurent pas toute perte ou ne garantissent pas un certain niveau de performance. Le Client sera responsable de l'établissement, de l'exploitation, de la maintenance, de l'accès, de la sécurité et des autres aspects de son réseau informatique ("Réseau"), protégera de manière appropriée le matériel et les produits connectés au Réseau et fournira à JC un accès sécurisé au Réseau pour fournir ces Services numériques. Tels qu'utilisés dans les présentes, les « services numériques » désignent les services fournis ci-dessous qui utilisent les logiciels JC et l'équipement commexe installés dans les installations du Client et les offres logicielles et outils hébergés dans l'infonuagique de JC pour améliorer, développer et activer ces services. Le service numérique peut inclure (a) l'entretien et l'inspection à distance, (b) la détection et le diagnostic avancés des pannes d'équipement, et (c) le tableau de bord des données et les rapports sur l'état de santé. Si le Client accède et utilise les logiciels utilisés pour fournir les Services numériques, les Conditions du Logiciel (définies ci-dessous) régiront cet accès et cette utilisation.

20. Solutions numériques. L'utilisation, la mise en œuvre et le déploiement du logiciel et des produits logiciels hébergés (« logiciel ») offerts en vertu des présentes modalités sont soumis aux règles standard de JC pour ces logiciels et les services professionnels liés aux logiciels en vigueur de temps à autre sur <https://www.johnsoncontrols.com/techterms> (collectivement, les « modalités des logiciels »). Plus précisément, l'entente de licence de logiciel de JC définie sous www.johnsoncontrols.com/buildings/legal/digital/generaleula régit l'accès et l'utilisation des

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logiciels installés dans les locaux ou les systèmes du Client et les conditions d'utilisation de JC définies sous www.johnsoncontrols.com/buildings/legal/digital/general régissent l'accès et l'utilisation des produits logiciels hébergés. Les modalités des logiciels applicables sont incorporées aux présentes par cette référence. Outre le droit d'utiliser le logiciel tel que défini dans les modalités des logiciels, JC et les détenteurs de licence se réservent tous les droits, titres et intérêts (y compris tous les droits de propriété intellectuelle) sur le logiciel et les améliorations apportées au logiciel. Le logiciel fait l'objet d'une licence conformément aux modalités du logiciel et n'est pas vendu. En cas de conflit entre les modalités des présentes et les modalités du logiciel, les modalités du logiciel prévalent et régissent les droits et responsabilités relatifs au logiciel, à sa mise en œuvre et à son déploiement et à toute amélioration de ceux-ci. Nonobstant toute autre disposition du présent contrat et sauf accord contraire écrit des parties, les conditions suivantes s'appliquent au Logiciel fourni au Client sur la base d'un abonnement (c'est-à-dire une licence ou un droit d'utilisation limité dans le temps), (chacun un « Abonnement Logiciel ») : chaque Abonnement Logiciel fourni ci-dessous commencera à la date à laquelle les informations d'identification initiales pour le logiciel sont mises à disposition (la "date de début de l'abonnement") et restera en vigueur jusqu'à l'expiration de la durée d'abonnement indiquée dans les présentes. À l'expiration de l'Abonnement Logiciel, cet abonnement sera automatiquement renouvelé pour des périodes consécutives d'un (1) an (chacune une « durée de renouvellement de l'abonnement »), à moins que l'une des parties ne fournisse à l'autre partie un avis de non-renouvellement d'au moins quatre-vingt-dix (90) jours avant l'expiration du terme alors en cours. Dans la mesure permise par la loi applicable, les achats d'Abonnements Logiciels ne sont pas annulables et les sommes versées ne sont pas remboursables. Les frais d'Abonnement Logiciels seront payés annuellement à l'avance, facturés à la date de début de l'abonnement et à chaque anniversaire ultérieur de celle-ci. Sauf accord contraire écrit des parties, les frais d'abonnement pour chaque Période d'abonnement ou de renouvellement seront facturés au prix catalogue JC alors applicable pour cette offre d'Abonnement Logiciel. Toute utilisation du Logiciel qui dépasse la portée, les paramètres ou le volume énoncés dans le présent contrat sera soumise à des frais supplémentaires en fonction de la date à laquelle cette utilisation excessive a commencé.

21. Taxes, frais, amendes, licences et permis. Le Client accepte de payer toutes les taxes de vente, taxe d'utilisation, taxe foncière, taxe sur les services publics et autres taxes requises en rapport avec l'équipement et les Services énumérés, y compris les frais de ligne téléphonique de JC, le cas échéant. Le Client doit se conformer à toutes les lois et règlements relatifs à l'équipement et à son utilisation et payer rapidement toutes les taxes de vente, d'utilisation, foncière, d'accise et autres et tous les permis, licences et droits d'inscription imposés par un organisme gouvernemental sur l'équipement ou son utilisation. JC peut, sans préavis, obtenir tout permis, licence ou inscription requis pour le Client aux frais du Client et facturer des frais pour ce service. Si le Client ne conserve pas les licences ou permis requis, JC ne sera pas responsable de l'exécution des services et pourra mettre fin aux services sans en informer le Client.

22. Charges extérieures. Le Client comprend et accepte que JC décline spécifiquement toute responsabilité pour les frais associés à la notification ou l'envoi à quiconque, y compris aux pompiers, police, ambulanciers, médecins ou tout autre personnel d'urgence, et si des frais sont engagés à la suite de ladite notification ou de cette expédition, lesdits frais seront à la charge du Client.

23. Assurance Le Client nomme la JC ainsi que les dirigeants, les employés, les mandataires, les sous-traitants, les fournisseurs et les représentants de celle-ci à titre d'assurés supplémentaires dans ses polices d'assurance de responsabilité civile et d'assurance-responsabilité automobile.

24. Renonciation à la subrogation. Le Client, pour lui-même et toutes les autres parties réclamant sous son chef, libère et donne quittance à JC de tous les risques couverts par l'assurance du Client, étant expressément convenu qu'aucun assureur ou JC n'aura un droit de subrogation contre JC.

25. Force Majeure. JC ne sera pas responsable, ni en cas de manquement ou de manquement à ses obligations en vertu du présent contrat, pour les retards, interruptions, défauts de prestation de services ou tout autre manquement de JC à s'acquitter d'une obligation en vertu du présent contrat, lorsque ce retard, interruption ou manquement est causé, en tout ou en partie, directement ou indirectement, par un cas de force majeure. Un « événement de force majeure » est une condition ou un événement qui échappe au contrôle raisonnable de JC, qu'il soit prévisible ou imprévisible, y compris, sans s'y limiter, les catastrophes naturelles, les intempéries (y compris, mais sans s'y limiter, les ouragans, les tornades, les tempêtes de neige ou les pluies torrentielles), les incendies de forêt, les inondations, les tremblements de terre, les perturbations sismiques ou autres catastrophes naturelles, les actes ou omissions de toute autorité gouvernementale (y compris la modification de toute loi ou réglementation applicable), les épidémies, les pandémies, les maladies, les virus, quarantaines ou autres risques de santé publique et/ou réponses à ceux-ci, condamnations, grèves, lock-out, conflits de travail, augmentation de 5 % ou plus des tarifs ou autres droits d'accise pour les matériaux à utiliser sur le projet, incendies, explosions ou autres pertes, vols, vandalisme, troubles civils, insurrection, violence populaire, émeutes, guerre ou autre conflit armé (ou la menace grave de ceux-ci), actes de terrorisme, pannes d'électricité, interruptions ou dégradations des télécommunications, des ordinateurs, réseau ou systèmes de communications électroniques,

violation de données, cyberattaques, ransomware, indisponibilité ou pénurie de pièces, matériaux, fournitures ou transport, ou toute autre cause ou accident hors du contrôle raisonnable de JC. Si l'exécution des travaux par JC est retardée, affectée ou empêchée par un événement de force majeure ou ses effets continus, JC sera dispensée de l'exécution en vertu du contrat. Sans limiter la généralité de ce qui précède, si JC est retardée dans la réalisation d'une ou plusieurs des étapes prévues dans le contrat en raison d'un cas de force majeure, JC sera en droit de prolonger la date d'achèvement pertinente du temps pendant lequel JC a été retardée en raison de l'événement de force majeure, plus le temps supplémentaire qui peut être raisonnablement nécessaire pour surmonter l'effet du retard. Dans la mesure où l'événement de force majeure augmente directement ou indirectement le coût de l'entreprise pour exécuter les services, le Client est tenu de rembourser à l'entreprise ces coûts accrus, y compris, sans s'y limiter, les coûts engagés par l'entreprise pour la main-d'œuvre supplémentaire, le stockage des stocks, les frais d'expédition accélérés, les frais de location de remorque et d'équipement, les frais de sous-traitant, le respect des exigences de vaccination ou d'autres coûts et dépenses engagés par l'entreprise dans le cadre de l'événement de force majeure.

26. Exclusions Le présent contrat exclut expressément les essais, l'inspection et la réparation de détecteurs à tubes, de détecteurs de faisceau et de matériel UV/IR; la fourniture de personnel de surveillance; le dégagement d'obstructions par la glace; la vidange de canalisations à pente impropre; les batteries; la recharge de systèmes de suppression de produits chimiques; la recharge, la mise à niveau ou l'entretien de logiciels informatiques; les réparations et les remplacements rendus nécessaires en raison d'une négligence ou d'un usage abusif des composantes ou du matériel ou de modifications apportées aux lieux du Client, ou causés par du vandalisme, la corrosion (y compris la corrosion provoquée par des micro bactéries), les cartouches de plus de 16 grammes, une panne de courant, une fluctuation du courant, une panne attribuable à une installation n'ayant pas été faite par JC, la foudre, un orage électrique ou d'autres situations de temps violent, l'eau, un accident, un incendie, un cas de force majeure ou toute autre cause non liée aux systèmes visés et JC ne sera pas tenue de fournir le Service pendant cette interruption de service dû à l'une des causes précitées. Le présent contrat ne vise pas les mises à niveau des systèmes ou le remplacement de systèmes, de matériel, de composantes ou de pièces défectueuses, qu'elle exclut expressément. Toutefois, ces services pourraient être fournis par JC, à son entière discrétion, moyennant des frais supplémentaires. Si des services d'intervention en cas d'urgence sont expressément inclus dans la rubrique « Description des services », le prix prévu dans le contrat ne comprend pas les frais de déplacement.

27. Délais. JC n'est pas responsable des retards ou des omissions dans la prestation des services causés par des événements indépendants de sa volonté, notamment une pénurie de matériaux, un arrêt de travail, des incendies, une désobéissance civile ou de l'agitation, du temps violent ou tout autre motif indépendant de sa volonté.

28. Résiliation. JC peut résilier le présent contrat sur-le-champ, à son entière discrétion, dès la survenance d'un des cas de défaut décrits ci-après. Si l'exécution de ses obligations par JC devient irréalisable en raison de l'obsolescence ou de l'indisponibilité des systèmes, équipements ou produits (y compris les composants et/ou matériaux) ou parce que JC ou son ou ses fournisseurs ont interrompu la fabrication ou la vente de l'équipement et/ou des produits ou ne sont plus en activité de fournir les Services, JC peut résilier le présent contrat, ou les parties concernées, à sa seule discrétion sur notification au Client. JC peut résilier le présent contrat, ou les parties concernées, à sa seule discrétion moyennant notification au Client si l'exécution de ses obligations par JC est interdite en raison de modifications des lois, réglementations ou codes applicables.

29. Non-sollicitation Le Client ne peut, directement ou indirectement, en son nom ou au nom d'une autre personne, commerce, JC ou entité, solliciter ou embaucher aucun employé de JC ou inciter aucun employé de JC à quitter son emploi au sein de JC pour une période de deux ans après la résiliation de ce contrat.

30. Défaut Les événements suivants constituent un cas de défaut : (a) toute résiliation totale ou partielle du présent contrat par le Client avant l'expiration de la durée alors en cours; (b) le défaut du Client d'effectuer un paiement lorsque dû; (c) un abus du système ou du matériel; (d) le défaut du Client de respecter ou de se conformer à l'une des modalités du présent contrat; (e) la dissolution, la cessation des activités, l'insolvabilité ou la défaillance d'entreprise du Client. Au moment de la survenance d'un cas de défaut, JC peut exercer un ou plusieurs des recours suivants : (i) cesser de fournir les services; (ii) déclarer, au moyen de la remise d'un avis écrit au Client, que le solde des sommes impayées qui sont exigibles et qui le deviendront aux termes du présent contrat est exigible immédiatement; (iii) prendre immédiatement possession du matériel que le Client n'a pas encore payé; (iv) intenter un recours en justice pour obliger le Client à s'acquitter de ses obligations aux termes du présent contrat ou pour obtenir des dommages-intérêts en raison de la violation de celle-ci et (v) recouvrer tous les frais, y compris les honoraires d'avocats raisonnables, engagés afin de faire exécuter ou de tenter de faire exécuter le présent contrat.

31. Délai de prescription d'un an à l'égard des actions; lois applicables. Le présent contrat est régi et interprété conformément aux lois de l'Ontario, nonobstant toute règle de conflit de loi. JC

aura seule en droit de déterminer si tout litige, dispute ou réclamation découlant de ou relatif au contrat ou à la violation de celui-ci, doit être soumis à un tribunal ou un arbitre. Le présent contrat sera régi et interprété conformément aux lois de l'Ontario, sans égard aux principes de conflits de loi, et le lieu exclusif pour tout litige ou arbitrage sera l'Ontario, Canada. Les parties renoncent à toute objection à la compétence exclusive du for spécifié, y compris toute objection fondée sur le forum *non conveniens*. Dans le cas où le litige serait soumis à un tribunal, JC et le Client conviennent par la présente de renoncer à leur droit à un procès devant jury. Dans le cas où le litige est soumis à l'arbitrage par JC, les frais d'arbitrage seront supportés à parts égales par les Parties, et la décision de l'arbitre peut être homologuée par tout tribunal compétent. Si JC l'emporte dans toute action de recouvrement, le Client paiera tous les frais de recouvrement raisonnables de JC (y compris les frais et dépenses juridiques). Sauf dans les cas prévus ci-dessous, aucune réclamation ni cause d'action, connue ou inconnue, ne pourra être intentée par l'une des parties contre l'autre plus d'un an après la date à laquelle la créance a pris naissance. Les réclamations non soumises à la limite d'un an comprennent les réclamations pour non-paiement par le Client: (1) des montants payables en vertu du présent contrat, tels que les frais, prix et honoraires, (2) des montants résultant d'ordre de modification (approuvés ou non) et (3) des retards ou des problèmes de gestion ou d'inefficacité. Le Client paiera tous les frais de recouvrement raisonnables de JC (y compris les frais et dépenses juridiques).

32. Cession. Le présent contrat n'est pas cessible par le Client, sauf sur consentement écrit préalable de JC. aura le droit de céder le présent contrat, en tout ou en partie, ou de sous-traiter l'une de ses obligations en vertu du présent contrat sans préavis au Client.

33. Entente intégrale! Il est de l'intention des parties que le présent contrat, ainsi que les annexes ou les addenda à celle-ci (collectivement, le « contrat »), constitue l'entente et les modalités de l'entente intégrale, définitive et exclusive intervenue entre elles. Le présent contrat remplace toutes les déclarations, ententes ou conventions, écrites ou verbales, données par les parties ou intervenues entre elles, et constitue les seules modalités aux termes desquelles le matériel et les services pourraient être vendus. Une renonciation à l'une ou l'autre des modalités du présent contrat ou une modification de celle-ci ne liera JC que si elle a été faite par écrit et signée par un représentant autorisé de JC.

34. Titres. Les titres de ce contrat sont pour fins de références seulement.

35. Disjonction. Si l'une ou l'autre des dispositions du présent contrat est jugée nulle ou non exécutoire, en totalité ou en partie, par un tribunal ou une autre autorité compétente, toutes les autres dispositions du présent contrat et le reste de la disposition touchée continueront d'être valides.

36. Médias électroniques. Le Client accepte que JC puisse numériser ou autrement convertir le présent contrat en un format électronique de toute nature. Le Client convient qu'une copie du présent contrat produite à partir de ce format électronique est juridiquement équivalente à l'original à toutes fins utiles, y compris les litiges.

37. Honoraires d'avocat. JC aura le droit de recouvrer auprès du Client tous les honoraires d'avocat raisonnables qu'elle aura engagés afin de mettre à exécution les modalités du présent contrat.

38. Sûretés. Nonobstant toute disposition contraire, les modalités du présent contrat sont soumises à la législation en matière de sûretés applicable au lieu où les travaux seront exécutés et, en cas de conflit, la législation applicable prévaudra.

39. Traitement des données. A. JC en tant qu'agent de traitement des données: lorsque JC agit effectivement en tant qu'agent de traitement des données personnelles au nom du Client (tels que ces termes sont définis dans le DPA), les conditions de www.johnsoncontrols.com/dpa s'appliquent. B. JC en tant que contrôleur: JC collectera, traitera et transférera certaines données personnelles du Client et de son personnel liées à la relation commerciale entre elle et le Client (par exemple les noms, adresses courriel, numéros de téléphone) en tant que responsable du traitement et conformément à l'avis de confidentialité de JC à <https://www.johnsoncontrols.com/privacy>. Le Client reconnaît la déclaration de confidentialité de JC et, strictement dans la mesure où son consentement est obligatoirement requis en vertu de la loi applicable, le Client consent à une telle collecte, traitement et transfert. Dans la mesure où le consentement à une telle collecte, traitement et transfert par JC est obligatoirement requis du personnel du Client en vertu de la loi applicable, le Client garantit et déclare avoir obtenu un tel consentement.

File Attachments for Item:

F. Approval of Resolution 2023-12- Declaring Emergency Repair of Pump A



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

12.6.23

Agenda Item:

Resolution 2023-12-581 Emergency Declaration

Presented By:

Andrew Dirks, PW Director

Action Required:

Approval of Resolution 2023-12-581 Emergency Declaration VFD Drive for Pump A Failure.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve 2023-12-581 Emergency Declaration VFD Drive for Pump A Failure.

Explanation of Issue:

The Variable Frequency Drive for Booster Pump A at the Grand Ronde Booster Pump Station failed approximately a month ago and we have been attempting to diagnose (with our SCADA contractor, Coburn Electric) the issue that is not allowing Pump A to run properly. Pump A alternates with Pump B to pump water from the Wells to Child's Reservoir, then to town. Pump A has been disabled since the failure and we have now discovered that the drive will need to be rebuilt by North Coast, who works on Rockwell Automation.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

Fiscal Analysis:

Rockwell has a Standard Repair drive, Price: \$ **26,931.85**

Recommendation of Staff/Committee:

Approve Resolution 2023-12-581 Emergency Declaration VFD Drive for Pump A Failure

RESOLUTION 2023-12-581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, DECLARING A LOCAL EMERGENCY DUE TO PUBLIC SAFETY AND HEALTH ISSUES RELATED TO VFD DRIVE FOR PUMP A FAILURE.

WHEREAS, on March 1, 2023 the Public Works Department learned that the VFD Drive for Pump A was failing and began trouble shooting process to repair the pump; and

WHEREAS, due to possibility of public health risks including high potential of severe reduction in water availability to White Salmon water users the immediate repair of the VFD Drive was needed; and

WHEREAS, the conditions stated above constitute an emergency as defined by RCW 39.04.280(3a) due to the presence of real, immediate threat to the proper performance of essential functions; and

WHEREAS, the conditions stated above constitute an emergency as defined by RCW 39.04.280(3b) due to inaction likely resulting in bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, the City Administrator and the Mayor of the City of White Salmon declared an emergency on November 29th, 2023 and authorized the City of White Salmon Public Works Department to enter into contract(s) and incur obligations to address the emergency (Exhibit A);

NOW THEREFORE, the City Council of the City of White Salmon, Washington, do resolve as follows:

Section 1. There is hereby declared an emergency.

Section 2. Pursuant to the emergency declared at Section 1, the City is authorized to waive competitive bidding and enter into contract(s) and incur obligations necessary to repair well #1 pump.

Section 3. The declaration of a local emergency set forth at Section 1 shall terminate when in the Mayor’s judgement the emergency stabilization of the well pump has been completed.

APPROVED AND ADOPTED by the Council of the City of White Salmon, Washington.
Dated this 6th day of December 2023.

Marla Keethler, Mayor

ATTEST:

Stephanie Porter, City Clerk Treasurer

APPROVED AS TO FORM:

Shawn MacPherson, City Attorney

F.



Repair / Exchange Quote



Customer Information:	
Company Name:	COBURN ELECTRIC
Contact person:	JON CARTER
Part # to Repair / Serial #	
Part Number to Repair:	20BD292A0ANNNNC0
Series Letter of Part:	B
Serial Number for Part:	3000738636
Date Code if available:	

Repair quote information:	
Available Ship date of Exchange:	N/A
PRIORITY: (Refurbished Unit): BEST: Ships Overnight, 24-month warranty	Price: \$ N/A - Send your core to NCE for a Rockwell return within 20 days or less or you will get charged full price for the part sent
STANDARD: BETTER: Ships Ground, 18-month warranty	Price: \$ 26,931.85 - Send your part in for an expedited Repair and you will receive your part back from Rockwell after it is repaired.
ECONOMY (Repair your Unit): GOOD: Ships Ground, 12-month warranty	Price: \$ 23,419.00 - Send your part in for Repair and you will receive your part back from Rockwell after it is repaired.
NOTE: All Exchange prices are based on Return of Failed Unit Failed Unit must be onsite at Rockwell within 20 days of order Customer is Responsible for Freight charges to Return Failed Unit	

Economy	Standard	Priority
Competitive differentiators <ul style="list-style-type: none"> • Revision updates • OEM specified components • OEM Functional Testing • New Product Warranty tracking and recovery • Note: The benefits listed above can be performed ONLY by Rockwell Automation 	Competitive differentiators <ul style="list-style-type: none"> • Same as Economy differentiators • Leverages exchange HUB inventory once core is received • If no core is available at HUB, unit is moved to front of production 	Competitive differentiators <ul style="list-style-type: none"> • Same as Economy differentiators • Leverages exchange HUB inventory • \$100 million+ exchange inventory • 9 exchange Hubs globally • 50,000+ products available
Service Level <ul style="list-style-type: none"> • Approx. 4-6 week turnaround • Customer/distributor incurs shipping costs to ship to remanufacturing center • 12-month warranty on entire unit 	Service Level <ul style="list-style-type: none"> • Typically 3-5 days after receipt at Remanufacturing Center • 18-month warranty on entire unit 	Service Level <ul style="list-style-type: none"> • Next day shipping included • Free return shipping of failed unit • 24-month warranty on entire unit

File Attachments for Item:

G. Approval of Vacation Carryover - PWD Andrew Dirks



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:	No, unnecessary
Meeting Date:	December 6, 2023
Agenda Item:	Approval of Vacation Carryover – PWD Andrew Dirks
Presented By:	Stephanie Porter, Clerk Treasurer

Action Required:
Review and approval of vacation carryover exception.

Motion for Business Item / Proposed Motion for Consent Agenda:
Motion to approve Andrew Dirks to carryover 85.35 vacation hours to be used in 2024.

Explanation of Issue:
Andrew Dirks was hired as the Public Works Director in May of 2023, at that point in time he went from 120 Hours of vacation carry over as a union employee to 40 hours of vacation carryover per his employment contract.

Due to multiple staff changes and PW Department transitions, he has been unable to take all the time required to bring his accrual below 40 hours (this includes 32 hours of vacation in December).

He anticipates being able to utilize this time by the first quarter of 2024.

- Council Options:**
 City Council has the following options available at this time:
1. Accept the Staff Recommendation.
 2. Revise the Staff Recommendation.
 3. Refer this issue back to staff for additional work.
 4. Take No Action
 5. Other action as desired by council.

Fiscal Analysis:
There are no direct financial implications. Contracts allow for 80 hours of Vacation buyout for all salaried employees, therefore the liability would not change.



CITY OF WHITE SALMON

PUBLIC WORKS DEPARTMENT

11.30.23

Vacation Carry Over

Dear City Council Members,

As you all know I started as Public Works Director in May of 2023, at that point in time I went from 120 Hours of vacation carry over to 40 hours. In this time I have taken some vacation but have been unable to burn the amount of time necessary to get down to the 40 hour carry over limit. I still have a few days of time I am requesting off in December (32 Hours), and this will put me at 85.35 vacation hours to carry over into 2024. I would like to request that Council consider approving this carry over.

My wife and I are having a baby in early 2024 and I will be able to burn some of this carried over time to spend time with my family to avoid this large carry over again in 2025.

Thank you for your consideration.

Sincerely,

Andrew Dirks

Public Works Director

City of White Salmon

File Attachments for Item:

A. Proposed Housing Code Changes - Amending WSMC 17 Zoning

1. Presentation
2. Public Hearing
3. Discussion



Department Head:	_____
Clerk/Treasurer:	_____
City Administrator:	_____
Mayor:	_____

COUNCIL REPORT

Public Hearing

Needs Legal Review: Completed
Meeting Date: Wednesday, December 6, 2023
Agenda Item: **First Reading relating to Ordinance No. 2023-12-1155
Housing Action Plan * Title 17 Code Changes**
Introduction: Troy Rayburn, City Administrator
Presented By: Michael Mehaffy, Consultant for Housing Action Plan

Action Required:

This is a first reading. No council action is required. The City Council could take action as early as its December 20 meeting, when the second reading is currently scheduled.

Motion for Business Item / Proposed Motion for Consent Agenda:

N/A

Background Information / Explanation of Issue:

City Council unanimously passed the Housing Action Plan (HAP) and corresponding Housing Needs Analysis in June 2023, per Resolution No. 2023-06-569. The HAP includes three (3) approved action items: short-term (or what is referred to as low hanging fruit), medium-term, and long-term actions.

The code changes in attached draft Ordinance No. 2023-12-1155 address the short-term action item. In preparation for bringing these proposed changes before council, the city undertook multiple outreach efforts with key stakeholders, and community members in the form of surveys, in person meetings, hosted online conversations, and a community open house. These efforts allowed interested residents and business owners to both learn about this extensive undertaking and share their thoughts and opinions about the need for broader or more diverse housing types.

The city’s CityLab (mayor appointed standing committee) met on September 28, 2023, to review and discuss housing code changes. In addition to reviewing what is proposed, they expressed the desire to include green building incentives and/or requirements in the White Salmon municipal code. While green building standards are not strictly a part of these zoning code changes -- the current process under way -- the group did discuss with the consultant the key importance of changing the zoning to encourage and/or require walkable, mixed, compact urban form. Research shows that this is one of the most consequential actions when it comes to creating a more ecological and sustainable built environment.

The Planning Commission (PC) participated in two joint city council / planning commission work sessions (June 15, 2023 & November 2, 2023). As required by city code, the commission held a formal public hearing at their November 8 meeting to help inform their recommendation to council. The PC met again in a special meeting on November 14 to further consider proposed code changes. The motion to move a recommendation forward failed by a vote of 2-3. The dissenting votes expressed a concern that not enough public outreach had been undertaken.

Despite not moving a recommendation forward, staff and the city's consultant felt there were some recommendations that resulted from that process that have merit in being considered by council.

The following is a high-level summary of the code changes proposed since the last ordinance draft was presented to council at the joint workshop on November 2. It reflects comments made by the Planning Commission in its hearing and deliberations over the two meetings noted above. The city's consultant will present in more detail on December 6. Please see red-lined draft ordinance for more specificity.

- Remove single-family residential minimum width requirement.
- Reducing minimum square footage requirement from 600 sq ft to 400 sq ft.
- Remove all proposed height increases, except an increase from 28' to 35' for multi-family in R-3 (a standard multi-family zone height).
- ADUs only require one parking space.
- Remove the 3-foot side-yard setback, keep the current 5-foot setback. (Keep the 3-foot setback on alleys.)
- Remove the requirement for "conditional use" for ADU approval (left in the current draft inadvertently). Strike all of 17.64.040.
- Delete the allowance of rowhomes in R-L and R-1.
- Reduce the number of allowable ADUs to 1 in R-L and R-1, 2 in R-2, and 3 in R-3 zones.
- Require 100% ground floor commercial were fronting a commercial street in zones C and RD, except for entrances to residential above or behind.
- Parking requirement reduction for housing built within ¼ mile of a public transit stop (Not recommended by PC)

Council Options:

City Council can direct staff to further revise or change any of the proposed recommendations for the second reading of the draft ordinance

Fiscal Analysis: None at this time.

Recommendation of Staff/Committee: The recommendations presented are informed by the city's consultant and the administration's research related to: practices that have supported more diverse housing stock in other communities; already adopted plans and studies by City Council; actions taken at the state level; as well as feedback from the community. Staff supports the recommendations coming before City Council.

Follow Up Action: Second reading and council action at a future meeting.

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-12-1155**

AN ORDINANCE OF THE CITY OF WHITE SALMON, WASHINGTON, AMENDING TITLE 17 BY REVISING CHAPTERS 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, AND 17.72, TO UPDATE THEIR ZONING PROVISIONS, INCLUDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of White Salmon (“City”) acknowledges the need to update its residential zoning regulations to better reflect the current needs of citizens, and the demand for more diverse and affordable housing; and

WHEREAS, the City recognizes the legacy of “exclusionary” zoning in contributing to housing unaffordability and lack of equitable access for all citizens; and

WHEREAS, the City recognizes that market trends and professional standards have shifted toward more compact, walkable, mixed forms of development; and

WHEREAS, the City recognizes the benefits of more compact, walkable, mixed forms of development in meeting climate goals, improving public health and well-being, conserving natural habitat, improving water quality, and promoting wildfire and disaster resiliency; and

WHEREAS, the City has conducted extensive public outreach and gathered extensive public comments in accordance with the City’s Public Participation Plan, sufficient to establish regulations in accordance with RCW 36.70A;

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

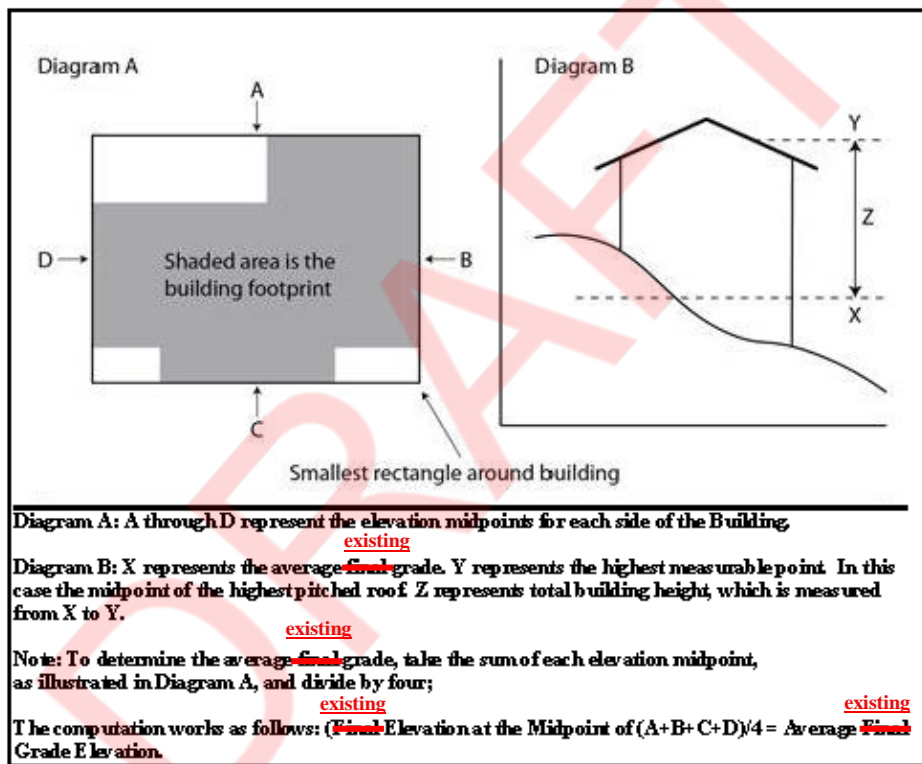
That the following amendments be made to White Salmon Municipal Code Title 17:

SECTION 1. Amendment to Title 17, Chapters 17.08, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, and 17.72. The City hereby repeals WSMC Title 17 Chapters 17.08.290, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, and 17.68, in their entirety, and adopts the following to be codified as WSMC Title 17 Chapters 17.08.290, 17.23, 17.24, 17.28, 17.32, 17.36, 17.40, 17.48, 17.50, 17.64, 17.68, 17.72, **and 17.79:**

Key: Underlined = added language
~~Strikethrough~~ = deleted language

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. "Existing grade" refers to the grade existing prior to any new grading by Applicant.
 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.



(Ord. No. 2021-05-1079, § 1(Exh. A), 5-19-2021)

17.08.290 Home occupation.

"Home occupation" means an operation of a ~~personal~~ business within a dwelling or accessory buildings primarily by a member or members of a family residing therein. "Live-work" means a home occupation that has significant visibility as a business, but contained within or adjoining the home on the same lot. 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, plus up to two outside employees.
- B. There shall be no outside displays of merchandise.

C. The home occupation shall not affect the outside appearance as primarily 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 not to~~ infringe upon the rights of neighboring residents to enjoy a peaceful occupancy of their homes.

D. The area of the home occupation or live-work shall be no larger than the area of the residential portion of the building.

E. Business signs shall be permitted as per Sign Ordinance, Chapter 15.12 of this code.

(Ord. No. 2021-05-1079, § 1(Exh. A), 5-19-2021)

Chapter 17.23 RL SINGLE-FAMILY LARGE LOT RESIDENTIAL DISTRICT

17.23.010 Principal uses permitted outright.

Principal uses permitted outright in the RL district include:

- A. One single-family detached dwelling structure per lot, including manufactured homes, but excluding mobile homes;
- B. Hobby-type gardening and horticultural activities and related structures are permitted, provided they shall be solely for noncommercial purposes.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.020 Accessory uses.

Accessory uses permitted in the RL district include:

- A. Uses customarily incidental to a principal use permitted outright, such as private garages, or parking areas for commercial vehicles, but not including any vehicles of over twelve thousand pounds gross weight;
 - B. Home occupations; see Section 17.08.230;
 - C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
 - D. Up to one accessory dwelling unit; subject to Chapter 17.64 of this title.
 - E. Outdoor parking of fully licensed and operable motor vehicles equal to the number of licensed drivers plus two per household.
- [F.] Other accessory uses may be authorized by the board of adjustment in this district are those customarily incidental to permitted and conditional uses allowed.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.025 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.

- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, fowl, and poisonous insects, reptiles kept without approval of the city council.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.030 Conditional use.

See Section 17.40.010.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.035 Property development standards.

- A. Dwelling standards:
 - 1. A single-family residential dwelling shall have a minimum floor area of ~~six four~~ hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All single-family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130 - Manufactured home siting standards.
 - 5. Maximum building height shall not exceed twenty-eight feet. ~~in single-family residential zones.~~
 - 6. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building ~~unless the building contains an approved ADU as defined above~~ with the exception of an approved accessory dwelling unit.

- 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to ~~five~~ three feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.

C. Fences.

- 1. Fence heights shall not exceed six feet along rear or side lot lines.
- 2. Fence heights shall not exceed five feet along front lot lines.
- 3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
- 4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.040 Density provisions.

Density provisions for the RL district are as follows:

- A. Maximum number of primary dwelling structures per lot: one;
- ~~B. Maximum height of building: two stories, but not to exceed twenty-eight feet;~~
- ~~C.B.~~ Minimum area of lot: ~~twenty eleven~~ thousand square feet; ~~for each single family structure~~
- ~~D.C.~~ Maximum depth of lot: ~~three times lot width~~ two hundred feet; alternate lot depth may be approved for lots with future street plan and shadow platting demonstrating potential access for future further division of proposed large lot division.
- ~~E.D.~~ Minimum width of lot: ~~one hundred twenty five~~ fifty feet; alternate lot width may be approved for lots with future street plan and shadow platting demonstrating potential access for future further division of proposed large lot division.
- ~~F.E.~~ Minimum front yard depth: twenty feet;
- ~~G.F.~~ Minimum side yard width: five feet;
- ~~H.G.~~ Minimum side yard width along flanking street of corner lot: fifteen feet;
- ~~I.H.~~ Minimum rear yard required: fifteen feet.

NOTE: accessory structures are allowed within rear yards subject to five-foot setback from rear lot lines. ~~subject to development standards in this zone~~

(Ord. No. 2012-11-905, 11-26-2012)

17.23.050 Off-street parking space.

In the RL district, at least two permanently maintained off-street parking spaces or a private garage shall be on the same lot as the dwelling, or be attached thereto or made a part of the main building. Each parking space shall be not less than ten feet wide and twenty feet long. The size of the garage shall not exceed the size of the dwelling.

(Ord. No. 2012-11-905, 11-26-2012)

17.23.060 Utility requirements.

In the RL district, all new structures shall be serviced by underground utilities.
(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.24 R1 SINGLE-FAMILY RESIDENTIAL DISTRICT

17.24.010 Principal uses permitted outright.

Principal uses permitted outright in the R1 district include:

- A. One single-family detached dwelling structure per lot, including manufactured homes, but excluding mobile homes;
- B. Hobby-type gardening and horticultural activities and related structures are permitted, provided they shall be solely for noncommercial purposes.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.020 Accessory uses.

Accessory uses permitted in the R1 district include:

- A. Uses customarily incidental to a principal use permitted outright, such as private garages, or parking areas for commercial vehicles, but not including any vehicles of over twelve thousand pounds gross weight;
- B. Home occupations; see Section 17.08.230;
- C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
- D. One accessory dwelling unit; subject to ~~conditional use review and~~ Chapter 17.64; operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R1 zone without special permission from the city to do so.
- E. Other accessory uses may be authorized by the board of adjustment in this district are those customarily incidental to permitted and conditional uses allowed.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.025 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.

(Supp. No. 26)

- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects,~~ and reptiles kept unless approved by the city.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.030 Conditional use.

See Section 17.40.010. (Ord. No. 2012-11-905, 11-26-2012)

17.24.035 Property development standards.

- A. Dwelling standards:
 - 1. A primary (not accessory) single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All single-family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 - 5. Maximum building height shall not exceed twenty-eight feet. ~~in single-family residential zones.~~
 - 6. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building ~~unless the building contains an approved ADU as defined above with the exception of approved accessory dwelling units.~~
 - 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to ~~five~~ three feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.
- C. Fences.
 - 1. Fence heights shall not exceed six feet along rear or side lot lines.

2. Fence heights shall not exceed five feet along front lot lines.
3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.040 Density provisions.

Density provisions for the R1 district are as follows:

- A. Maximum number of primary dwelling structures per lot: one;
- B. Maximum height of building: ~~two stories, but~~ not to exceed twenty-eight feet;
- C. Minimum area of lot: ~~five three~~ thousand square feet for each single-family structure;
- D. Minimum depth of lot: ~~eighty fifty~~ feet;
- E. Minimum width of lot: ~~fifty thirty~~ feet for each single-family structure or up to four rowhomes, duplexes or multiplexes on the same lot; and twelve feet for duplexes or rowhomes on separate lots;
- F. Maximum percentage of lot coverage: ~~fifty seventy-five~~ percent;
- F. Minimum front yard depth: ~~twenty feet twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;~~
- G. Minimum side yard width: five feet.
- H. Minimum side yard width along flanking street of corner lot: ~~fifteen ten~~ feet;
- I. Minimum rear yard required: ~~fifteen ten~~ feet.

NOTE: accessory structures are allowed within rear yards and subject to five-foot setback from rear lot lines, and also subject to development standards in this zone. If the rear lot line is on an alley, a three-foot setback is required.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.050 Off-street parking space.

In the R1 district, at least two permanently maintained off-street parking spaces or a private garage shall be on the same lot as the dwelling, or be attached thereto or made a part of the main building. Each parking space shall be not less than ten feet wide and twenty feet long. The size of the garage shall not exceed the size of the dwelling. Assigned parking in remote lots, including approved shared parking under binding agreements, may be substituted if they are within 100 feet of the subject property.

(Ord. No. 2012-11-905, 11-26-2012)

17.24.060 Utility requirements.

In the R1 district, all new structures shall be serviced by underground utilities.

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.28 R2 TWO-FAMILY RESIDENTIAL DISTRICT

17.28.010 Principal uses permitted outright.

Principal uses permitted outright in the R2 district include:

Principal uses permitted outright in residential district R1, plus up to four rowhomes or multiplexes, provided that the end or side units are set back ten feet from the side property lines, and meet other development standards of this zone;

(Ord. No. 2012-11-905, 11-26-2012)

17.28.020 Accessory uses.

Accessory uses in the R2 district include:

- A. Uses customarily incidental to private uses permitted outright, such as private garages or parking areas for non-commercial vehicles only, but not including any business, trade or industry;
- B. Home occupations; see Section 17.08.230;
- C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings;
- D. Up to two accessory dwelling units; subject to ~~conditional use review and~~ Chapter 17.64;
- E. Outdoor parking of fully licensed and operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R2 zone without special permission from the city to do so.
- [F.] Other accessory uses may be authorized by city council; those customarily incidental to permitted and conditional uses allowed.

(Ord. No. 2012-11-905, 11-26-2012)

~~**17.28.025 Principal uses permitted subject to site plan review.**~~

- ~~A. — One two family attached dwelling structure (duplex) per lot;~~
- ~~B. — Townhouse buildings containing not more than two townhouses.~~

~~Residential developments of duplex or townhouse units are subject to site plan review pursuant to Chapter 17.81, Site and Building Plan Review of this title, in addition to general development guidelines listed in [Chapter 17.81.]~~

~~(Ord. No. 2012-11-905, 11-26-2012)~~

17.28.030 Conditional uses.

See Section 17.40.010.

(Ord. No. 2012-11-905, 11-26-2012)

17.28.032 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects~~, and reptiles kept without city approval.

(Ord. No. 2012-11-905, 11-26-2012)

17.28.034 Property development standards.

- A. Dwelling standards:
 - 1. A primary (not accessory) single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All primary (not accessory) single-family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 - 5. Maximum building height shall not exceed twenty-eight feet. ~~in single-family residential zones,~~
 - 6. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU, where it is allowed.
 - 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings

except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.

C. Fences.

1. Fence heights shall not exceed six feet along rear or side lot lines.
2. Fence heights shall not exceed five feet along front lot lines.
3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

(Ord. No. 2012-11-905, 11-26-2012)

17.28.040 Density provisions.

Density provisions for the R2 district are as follows:

- A. Maximum number of primary dwelling structures per lot: ~~one~~ four;
- B. Minimum area of lot: ~~five~~ three thousand square feet for each single-family structure or up to four rowhomes, duplexes or multiplexes on the same lot; four thousand square feet for duplexes on separate lots; and eight hundred square feet for rowhomes on separate lots;
- C. Minimum depth of lot: ~~eighty~~ fifty feet;
- D. Minimum width of lot: ~~fifty~~ thirty feet for each single-family structure or up to four rowhomes, duplexes or multiplexes on the same lot; and twelve feet for duplexes or rowhomes on separate lots;
- E. Maximum percentage of lot coverage: ~~fifty~~ seventy-five percent;
- F. Minimum front yard depth: ~~twenty feet~~ twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;
- G. Minimum side yard width: Five feet, or zero feet for approved rowhomes;
- H. Minimum side yard width along flanking street of corner lot: ~~fifteen~~ ten feet;
- I. Minimum rear yard required: ~~fifteen~~ ten feet.

NOTE: accessory structures are allowed within rear yards and subject to five-foot setback from rear lot lines, and also subject to development standards in this zone. If the rear lot line is on an alley, a three-foot setback is required.

(Ord. No. 2012-11-905, 11-26-2012)

17.28.050 Off-street parking space.

In the R2 district, at least two permanently maintained off-street parking spaces or a private garage for two cars for each dwelling unit shall be on the same lot as the two-family dwelling, or be attached thereto or made a part of the main building. Each parking space shall not be less than ten feet wide and twenty feet long. The size of the garage is not to exceed the size of the dwelling. Assigned parking in remote lots, including approved shared parking under binding agreements, may be substituted if they are within 100 feet of the subject property. Where a lot is within ¼ mile of a transit stop, the required number of off-street spaces may be reduced to one for each dwelling unit, and ½ for each accessory dwelling unit (minimum one additional space).

(Ord. No. 2012-11-905, 11-26-2012)

17.28.060 Utility requirements.

In the R2 district, all new structures shall be serviced by underground utilities.

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.32 R3 MULTIFAMILY RESIDENTIAL DISTRICT

17.32.010 Principal uses permitted outright.

Principal uses permitted outright in the R3 district include:

- A. Principal uses permitted in the R1 and R2 districts and subject to all development standards applicable to such uses.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.020 Accessory uses.

Accessory uses in the R3 district include uses listed in R1 and R2 and such uses customarily incidental to a principal use permitted outright, such as private garages or parking areas for noncommercial vehicles only, but not including any business, trade or industry except as a home occupation or “live-work” per definition in Section 17.08.2390, or a retail business that primarily serves the surrounding residential area, not to exceed 2,000 square feet of gross leasable space. All accessory uses are subject to applicable development standards.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.025 Principal uses permitted ~~subject to site plan review.~~

- A. Multiple-dwelling structures including triplex and fourplex family dwelling structures and multifamily apartments in which units are rented on a permanent basis, but not including motels or other facilities offered on a transient-tenancy basis;
- B. ~~Townhouse Rowhouse~~ buildings containing no more than ~~four~~ eight townhouses rowhouses.

Principal uses conforming to approved prototype site plans are not subject to site plan review.

Other multi-family residential developments or ~~townhouses rowhouses~~ are subject to site plan review pursuant to [Chapter 17.81] of this code in addition to General Development Guidelines listed in Section [17.50.070].

(Ord. No. 2012-11-905, 11-26-2012)

17.32.030 Conditional uses.

See Chapter 17.40.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.032 Prohibited uses.

- A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles.
- B. Use of mobile homes, trailers, motor homes or campers.
- C. Parking or storage of industrial or agriculture vehicles and equipment on lots.
- D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants.
- E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard.
- F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels.
- G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, ~~fowl, and poisonous insects,~~ and reptiles kept without city approval.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.034 Property development standards.

- A. Dwelling standards:
 - 1. A primary (not accessory) single-family residential dwelling shall have a minimum floor area of ~~six~~ four hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment.
 - 2. All single family dwellings shall be placed on permanent foundations.
 - ~~3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story.~~
 - 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130.
 - ~~5. Maximum building height shall not exceed twenty eight feet in single family residential zones.~~
 - 6.5. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code.
 - ~~7.6.~~ No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.
- B. Accessory use, accessory buildings and garages.
 - 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building.
 - 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU, where it is allowed.
 - 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.
- C. Fences.

1. Fence heights shall not exceed six feet along rear or side lot lines.
2. Fence heights shall not exceed five feet along front lot lines.
3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090.
4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.040 Density provisions.

Density provisions for the R3 district are as follows:

- A. Maximum height of buildings: ~~two stories, but~~ not to exceed twenty-eight feet, except that approved multi-family apartments are not to exceed thirty-five feet;
- B. Minimum area of lot for single-family dwellings: ~~five three~~ thousand square feet; ~~two family dwellings attached: six four thousand square feet; and shall be governed by the standards in the R1 and R2 districts; four thousand feet for duplexes on separate lots; and eight hundred square feet for rowhomes on separate lots; or up to four rowhomes, duplexes or multiplexes on the same lot;~~
- C. Minimum area of lot for multifamily dwellings and ~~townhouse rowhouse~~ buildings: ~~two thousand five hundred square feet per dwelling unit for the first two dwelling units; additional dwelling units, two one~~ thousand square feet per unit;
- D. Minimum lot depth: ~~eighty fifty~~ feet;
- E. Minimum width of lot: ~~one hundred thirty~~ feet; ~~twenty twelve~~ feet per ~~townhouse rowhouse~~;
- F. Maximum percentage of lot coverage: ~~fifty seventy-five~~ percent;
- G. Minimum front yard depth: ~~fifteen feet twelve feet, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone;~~
- H. Minimum side yard width: five feet, zero for ~~townhouse rowhouse~~ common wall;
- I. Minimum side yard width along flanking street of corner lot: ~~fifteen ten~~ feet;

NOTE: accessory structures are allowed within rear yards and subject to five-foot setback from rear lot lines, and also subject to development standards in this zone. If the rear lot line is on an alley, a three-foot setback is required.

(Ord. No. 2012-11-905, 11-26-2012)

17.32.050 Off-street parking space.

For dwelling units in an R3 district, there shall be ~~two at least one~~ off-street spaces or private garage or building on the same lot as the dwelling unit complex, or attached thereto, or made a part thereof, for each housekeeping unit in the dwelling, the size and type of such parking space to be the same as prescribed in the R1 and R2 districts. Assigned parking in remote lots, including approved shared parking under binding agreements, may be substituted if they are within 100 feet of the subject property. Where a lot is within ¼ mile of a transit stop, the required number of off-street spaces may be reduced to one for each dwelling unit, and ½ for each accessory dwelling unit (minimum one additional space).

(Ord. No. 2012-11-905, 11-26-2012)

17.32.060 Utility requirements.

In the R3 districts, all new structures shall be serviced by underground utilities.
(Ord. No. 2012-11-905, 11-26-2012)

CHAPTER 17.36 MHRP MOBILE/MANUFACTURED HOME RESIDENTIAL PARK DISTRICT¹

17.36.010 Purpose/Transfer of MHRP Zone.

The purpose of the MHRP mobile/manufactured home residential park district is to provide a zoning district primarily for manufactured and mobile home parks and secondarily for other high-density, affordable housing and to enable zoning to conform to general planned densities. This chapter replaces "MHR mobile home residential district" and all properties previously zoned thereunder are included in this zone and shall hereafter be designated as "MHRP mobile/manufactured home residential park district".

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.020 Permitted uses.

The following uses are permitted, subject to conformance with applicable regulations stated below, and elsewhere in this title:

- A. Mobile/manufactured home parks. For purposes of this chapter, "mobile/manufactured home residential park district" is defined as any development of real property, within the city providing space for occupancy of two or more manufactured homes as defined in WSMC Chapter 17.08, mobile homes as defined in WSCM Chapter 17.08, and complying with the standards as designated on the data plate (HUD and L&I certification requirements) and with all the provisions of the Manufactured Housing Construction and Safety Standards in effect at the time of its construction and constitutes not less than seven hundred twenty square feet of interior habitable area, and further including tiny houses as described in RCW 35.21.686 and further defined in WSMC Chapter 17.08 and constructed in accordance with WAC 51-51-60104 and does not have an interior habitable area greater than ~~four~~ three hundred square feet.
- B. Dwellings and buildings when appurtenant to the mobile/manufactured home park only.
- C. Accessory uses and structures related to any permitted use, except home occupation.
- D. Offices, restrooms, laundry, storage and recreational facilities, clubhouse, and similar uses appurtenant to the mobile/manufactured home park residents only.
- E. Home occupations as defined in 17.08.290.
- F. Dwelling units with at least fifty-five percent of units meeting affordable housing threshold.

¹Editor's note(s)—Ord. No. 2020-07-1064, § 1 and 1(Exh. A), adopted July 1, 2020, repealed the former Ch. 17.36, §§ 17.36.010—17.36.080, and enacted a new Ch. 17.36 as set out herein. The former Ch. 17.36 pertained to MHR Mobile Home Residential District and derived from Ord. No. 2012-11-905 adopted Nov. 26, 2012.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.030 Conditional uses.

The following uses are permitted subject to approval of a conditional use permit:

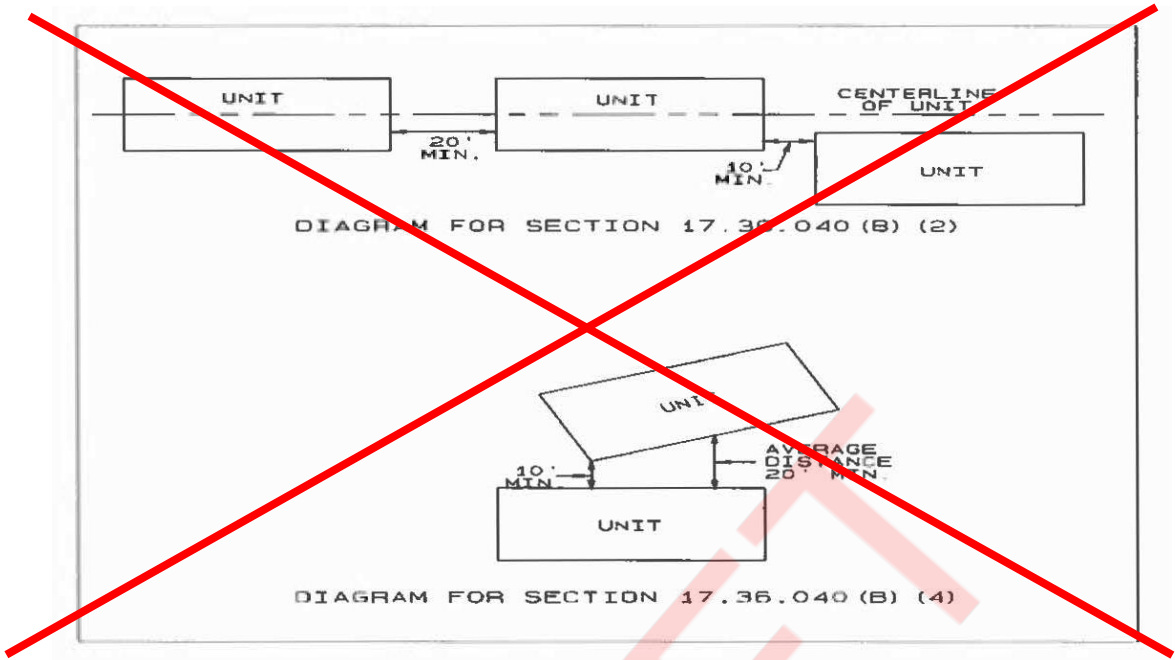
- ~~A. Home occupations.~~
- B. Public and quasi-public uses related to the district.
- C. Nursery schools and family child day care centers.
- D. Recreational vehicle park.
- ~~E. Dwelling units with at least fifty-five percent of units meeting affordable housing threshold.~~

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.040 Minimum development standards.

The following are the minimum development standards for the MHRP mobile/manufactured home residential park district:

- A. There shall be a minimum ~~ten-foot~~ five-foot setback from all interior property lines. Public street frontage setback shall be not less than ~~twenty-five~~ twelve feet from the property line, except that porches, stoops or other transitional structures may encroach up to 8 feet into this frontage zone.
- B. Spacing of mobile/manufactured homes.
 - 1. There shall be a space of not less than ~~twenty~~ ten feet between mobile/manufactured homes located side-by-side and parallel.
 - 2. The spacing between mobile/manufactured homes located end-to-end shall be not less than ~~twenty~~ ten feet; provided, however, where the center line, as extended, of one unit does not extend through the adjacent unit, the spacing between the two units shall not be less than ~~ten~~ five feet ~~(See Diagram 17.36.040(B)(2)).~~
 - 3. There shall be not less than ~~ten~~ five feet between any mobile/manufactured home and any cabana, carport or other similar accessory structure related to another mobile/manufactured home nor between any mobile/manufactured home and any permanent structure.
 - 4. The average distance between adjacent angular mobile/manufactured homes shall be not less than ~~twenty~~ ten feet with the closest point being no less than ~~ten~~ five feet ~~(See Diagram 17.36.040(B)(4)).~~
 - ~~5. Each site shall be equipped with a storage shed not less than sixty square feet of storage space.~~
 - ~~6.5.~~ Each space shall be identified by a number, which shall be displayed with sufficient size and location to be readily visible from the adjacent roadway.



- C. Each mobile/manufactured home shall be serviced by at least one thirty twenty foot wide roadway to provide for two moving lanes of traffic and a four foot delineated pedestrian walkway. Where on-roadway parking is desired, the roadway width shall be increased accordingly by seven feet for each side of parking stall.
- D. All roadways and parking areas shall be paved with asphalt or Portland Cement Concrete in accordance with the most current version of the city's street standards, or other alternate approved by the Director of Public Works.
- E. All street frontage setback areas shall be landscaped and maintained.
- F. Landscaping and Fencing. A detailed landscape plan shall be required and include:
 - 1. The location and materials of all fencing.
 - 2. All plantings including the size, location, species name and method of irrigation.
 - 3. Existing trees or significant plant groupings that are intended to remain.
 - 4. Sight-obscuring buffer between the mobile/manufactured home park and adjacent residential district or commercial district.
 - 5. Perimeter ground cover landscaping consisting of not less than five-foot width and established line of site requirements for driveways and intersections.
 - 6. Individual space landscaping, common areas and open space. Sight-obscuring buffer shall consist of opaque material fencing or a solid landscape screen which shall consist of an evergreen or nearly evergreen mixture of shrubs, bushes or trees that produce a dense, sight-obscuring screen at least six-feet in height within three years of planting. Berms may be included as a sight-obscuring barrier to a maximum berm height of five feet planted on both sides with evergreen or nearly evergreen shrubs or bushes so that the total height of landscaping and berm will be at least six feet within three years of planting, and the top of the berm plantings form a dense, sight-obscuring screen within the same three-year period. Fencing materials, landscaping species and standards shall be consistent with White Salmon Municipal Code (WSMC).
- G. Site plan approval is required prior to the initial construction of any mobile/manufactured home park and prior to any substantial changes thereto, or to any existing mobile/manufactured home park.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.050 Off-street parking.

There shall be two off-public-street parking spaces for each mobile/manufactured home space, except that if on-street parking is provided adjacent to each home, only one off-public-street parking space is required.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.060 Roadway.

Every roadway within the mobile/manufactured home park shall be named and the names clearly posted. Every mobile/manufactured home shall have a number which will be clearly visible from the roadway at all times.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.070 Expansion or alterations of existing mobile/manufactured home residential parks.

Any mobile/manufactured home park existing or approved at the time of adoption of the ordinance codified herein may be enlarged or altered; provided all codes and ordinances of the city are complied with for that portion to be enlarged; and the enlargement is forty-nine percent or less of the area of the existing park. Where there is a proposed enlargement or alteration of an existing park to the extent of affecting higher than forty-nine percent of the area of the existing park, when such enlargement or alteration is carried out or planned, such enlargement or alteration shall require full integration of the existing park to conform to the provisions of this chapter. As sanctioned by the provisions of this section, a mobile/manufactured park can only be enlarged or altered one time without full integration of the existing park.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.080 Eviction notices for change of use or closure of a mobile/manufactured home park.

- A. Before a mobile/manufactured home park owner may issue eviction notices pursuant to a closure or change of use under Chapter 59.21 RCW, the mobile/manufactured home park owner must first submit to the City a relocation report and plan that meets the requirements of WSMC 17.36.090. If applying for a change of use, the mobile/manufactured home park owner shall submit the relocation report and plan together with all other necessary applications. Once the city determines that the relocation report and plan meets the requirements of WSMC 17.36.090, the city shall stamp their approval on the relocation report and plan and return a copy of the approved plan to the manufactured/mobile home park owner. If the city determines that the relocation report and plan does not meet the requirements of WSMC 17.36.090, the city may require the mobile/manufactured home park owner to amend or supplement the relocation report and plan as necessary to comply with this chapter before approving it.
- B. No sooner than upon approval of the relocation report and plan, the owner of the mobile/manufactured home park may issue the twelve month eviction notice to the mobile/manufactured home park tenants. The eviction notice shall comply with RCW 59.20.080 and 59.21.030, as amended. No mobile/manufactured home owner who rents a mobile/manufactured home lot may be evicted until the twelve month notice period expires, except pursuant to the State Mobile Home Landlord-Tenant Act, Chapter 59.20 RCW.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.090 Relocation report and plan.

- A. The relocation report and plan shall describe how the mobile/manufactured home park owner intends to comply with Chapters 59.20 and 59.21 RCW, relating to mobile/manufactured home relocation assistance, and with WSMC 17.36.080 through 17.36.130. The relocation report and plan must provide that the mobile/manufactured home park owner will assist each mobile/manufactured home park tenant household to relocate, in addition to making any state or federal required relocation payments. Such assistance must include providing tenants an inventory of relocation resources, referring tenants to alternative public and private subsidized housing resources, helping tenants obtain and complete the necessary application forms for state-required relocation assistance, and helping tenants to move the mobile/manufactured homes from the mobile/manufactured home park. Further, the relocation report and plan shall contain the following information:
1. The name, address, and family composition for each mobile/manufactured home park tenant household, and the expiration date of the lease for each household;
 2. The condition, size, ownership status, HUD and State Department of Labor and Industries certification status, and probable mobility of each mobile/manufactured home occupying a mobile/manufactured home lot;
 3. Copies of all lease or rental agreement forms the mobile/manufactured home park owner currently has in place with mobile/manufactured home park tenants;
 4. To the extent mobile/manufactured home park tenants voluntarily make such information available, a confidential listing of current monthly housing costs, including rent or mortgage payments and utilities, for each mobile/manufactured home park tenant household;
 5. To the extent mobile/manufactured home park tenants voluntarily make such information available, a confidential listing of gross annual income for each mobile/manufactured home park tenant household;
 6. An inventory of relocation resources, including available mobile/manufactured home spaces in Klickitat, Skamania, Yakima and Benton Counties;
 7. Actions the mobile/manufactured home park owner will take to refer mobile/manufactured home park tenants to alternative public and private subsidized housing resources;
 8. Actions the mobile/manufactured home park owner will take to assist mobile/manufactured home park tenants to move the mobile/manufactured homes from the mobile/manufactured home park;
 9. Other actions the owner will take to minimize the hardship mobile/manufactured home park tenant households suffer as a result of the closure or conversion of the mobile/manufactured home park; and
 10. A statement of the anticipated timing for park closure.
- B. The city or designee may require the mobile/manufactured home park owner to designate a relocation coordinator to administer the provisions of the relocation report and plan and work with the mobile/manufactured home park tenants, the city and state offices to ensure compliance with the relocation report and plan and with state laws governing mobile/manufactured home park relocation assistance, eviction notification, and landlord/tenant responsibilities.
- C. The owner shall make available to any mobile/manufactured home park tenant residing in the mobile/manufactured home park copies of the proposed relocation report and plan, with confidential information deleted. Within fourteen days of the city planning department approval of the relocation report and plan, a copy of the approved relocation report and plan shall be mailed by the owner to each mobile/manufactured home park tenant. Tenants may request and the owner must provide the report to be delivered a native language, or in another media as necessary to accommodate any visual impairment needs.

- D. The mobile/manufactured home park owner shall update with the city planning department office the information required under this section to include any change of circumstances occurring after submission of the relocation report and plan that affects the relocation report and plan's implementation.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.100 Certificate of completion of the relocation report and plan.

No mobile/manufactured home park owner may close a mobile/manufactured home park or obtain final approval of a comprehensive plan or zoning re-designation until the mobile/manufactured home park owner obtains a certificate of completion from the city planning department. The city planning department shall issue a certificate of completion only if satisfied that the owner has complied with the provisions of an approved relocation report and plan, the eviction notice requirements of RCW 59.20.080 and 59.21.030, the relocation assistance requirements of RCW 59.21.021, and any additional requirements imposed in connection with required city applications.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.110 Notice of provisions.

It is unlawful for any party to sell, lease, or rent any mobile/manufactured home or mobile/manufactured home park rental space without providing a copy of any relocation report and plan to the prospective purchaser, lessee, or renter, and advising the same, in writing, of the provisions of WSMC 17.36.080 through 17.36.130 and the status of any relocation report and plan.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.120 Administration.

The city planning department shall administer and enforce WSMC 17.36.080 through 17.36.130. Whenever an owner or an owner's agent fails to comply with the provisions of WSMC 17.36.080 through 17.36.130, the following may occur:

- A. The city may deny, revoke, or condition a certificate of completion, a permit, or another approval;
- B. Any other appropriate city official may condition any permit or other approval upon the owner's successful completion of remedial actions deemed necessary by the city carry out the purposes of WSMC 17.36.080 through 17.36.130.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.130 Appeal.

Any appeal from a determination of the city planning department under WSMC 17.36.080(A), WSMC 17.36.100, and WSMC 17.36.120(A) shall be an open record hearing filed within fourteen days of the determination and be processed in accordance with the procedures established for Type V applications (waiving planning commission recommendation - city council decision final) under WSMC Title 19.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.140 Use exceptions.

- A. A mobile/manufactured home park owner may request a use exception or modification from the application of the MHRP zoning to their property as set forth below.
- B. The property owner shall submit a site plan application showing building footprint, streets, walkways, parking, drainage facilities, sanitary sewer lines, water lines, trails, lighting and landscaping, In addition, the property owner shall submit a written explanation of the reasons for use exception or modification and provide a report describing the proposed use with documentation demonstrating that application of the MHRP zoning meets the criteria below.
- C. The City Council may approve the property owner's request for a use exception or modification if the property owner demonstrates:
 - 1. They do not have reasonable use of their property under the MHRP zoning; or
 - 2. The uses authorized by the MHRP zoning are not economically viable at the property's location.

If the request is granted by the city council and the city determines that a zone change is required, the applicant shall be financially responsible for all associated costs related to the zone change.

- D. In addition to the application, a relocation report and plan shall be submitted the city planning department pursuant to WSMC 17.36.090; and the eviction notices procedures provided for in WSMC 17.36.080 through 17.36.130 shall apply.
- E. Except as otherwise provided herein, the application shall be reviewed as a WSMC 19.10 Type V review (waiving planning commission recommendation - final decision made by city council), and the council's decision may be appealed to Klickitat County superior court.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.150 Closure and government sponsorship.

- A. If an eminent domain action by a federal, state, or local agency causes closure of a mobile/manufactured home park and the procedures set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601 et seq., and the regulations of 49 CFR Part 24 or the Relocation Assistance - Real Property Acquisition Policy Act of Chapter 8.26 RCW and the regulations of Chapter 468-100 WAC are followed, the requirements of those acts and regulations will supersede the requirements of WSMC 17.36.080 through 17.36.170.
- B. If a condemnation action of the city causes closure of a mobile/manufactured home park, the city will be responsible for fulfilling the requirements of the standards contained herein. If the city chooses to follow portions of the state act and regulations and the city determines that there is a conflict or redundancy between the portions of the state act and regulations being followed by the city, and the standards contained herein, the state act shall take precedence in such areas of conflict or redundancy. If the state act is followed in all respects, such act will supersede the requirements of this section and the standards contained herein.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.160 Additional Requirements.

- A. No manufactured or mobile home shall be moved into the city limits of White Salmon without prior authorization of the city, placement permit issued by the city building inspector and HUD and Washington State Labor and Industry inspection tag. The owner will need to provide picture and other document evidence that the manufactured or mobile home is in good or better condition and suitable for living.

- B. No manufactured or mobile home may be altered or added to without a Washington State Labor and Industry permit and city building permit if applicable.
- C. No manufactured or mobile home, or any addition or accessory building thereto, may be placed upon a lot in any MHRP District without first obtaining a building permit and sewer and water connection permits, and authorization, from the building inspector. Any required fees shall be in accordance with the current city fee schedule.
- D. Any attached addition or attached accessory building shall be compatible with the design, color and exterior covering, including roofing, to the manufactured or modular home.
- E. Any addition or accessory structures or building shall be in compliance with all applicable WSMC and building codes.
- F. All water, sewer and storm-water shall comply with the most current state laws and city standards and regulations. Connections shall be made to the city utility system, if available and applicable. The sewer connection shall be provided with suitable fittings so that a watertight connection shall be so constructed that it can be closed and locked, when not linked to a dwelling, and shall be capped so as to prevent any escape of odors.
- G. All equipment, including but not limited to tires, wheels and axles, which are needed to transport the structure to the site shall be removed from the structure, and said structure shall be attached to a permanent foundation or anchored to the ground in accordance with manufacturer's requirements and/or as approved by the building inspector.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

17.36.170 Building permit required.

Issuance of a building permit is required prior to commencement of construction of any permanent improvements within any new mobile/manufactured home park and prior to any enlargement, alteration or addition to any permanent improvements within any existing mobile/manufactured home residential park. The fees for said building permit shall be based on the cost of construction for said permanent improvements, and shall include such things as roadways, walkways, parking areas, permanent structures and other similar types of construction activities.

17.36.180 Required tiedowns.

All mobile/manufactured homes shall be tied down/anchored in accordance with manufacturer's recommendations. If a manufacturer recommendation cannot be provided, the mobile/manufactured homeowner shall provide the building inspector with an engineered stamped plan as to how the mobile/manufactured home is to be tied down.

(Ord. No. 2020-07-1064, § 1(Exh. A), 7-1-2020)

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.

(Ord. No. 2012-11-905, 11-26-2012)

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 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;
- I. Schools, day care and assisted living facilities;
- ~~J. 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.~~
- ~~K. Accessory dwellings as allowed for in base zones and subject to all applicable standards in Chapter 17.64.~~
- ~~L. Residential PUD in RL - Low density residential zone subject to all applicable PUD standards in Chapter 17.75.~~
- ~~M. Cottage infill development in R-2 or R-3 residential zones subject to all applicable cottage infill standards in Chapter 17.73.~~
- ~~N. Other conditional uses as authorized by the city council that are customarily incidental to permitted and conditional uses allowed in residential district.~~

(Ord. No. 2012-11-905, 11-26-2012; Ord. No. 2022-02-1095, § 1, 2-16-2022)

Chapter 17.48 C GENERAL COMMERCIAL DISTRICTS²

²Editor's note(s)—Ord. No. 2012-12-910, adopted Dec. 19, 2012, repealed Ch. 17.48, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, Ch. 17.48 pertained to "C2 General Commercial Districts." See Ordinance List and Disposition Table for derivation.

17.48.010 Purpose—Use restrictions generally.

In the C district, it is intended that structures, premises and facilities would provide a mix of uses including major shopping and business center facilities serving an urban and/or agricultural area of sufficient population to support the facilities provided.

(Ord. No. 2012-12-910, 12-19-2012)

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, upholstering, 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.
- H. 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 four hundred square feet and a maximum of one thousand five hundred square feet.
 - 2. Residential uses shall not be more than eighty 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, applying clear and objective design standards as furnished to applicants at the outset of their application.
 - 4. If located on or along a commercial street front, the ground floor shall be 100% commercial use, with the exception of stairway entrances and required utility rooms.

I. 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., caretaker 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.

J. Up to three accessory dwelling units, if not facing a commercial street; subject to conditional use review and Chapter 17.64;

K. Live-work residential units, where the ground floor is 100% commercial when facing a commercial street, with the exception of stairway entrances, required utility rooms, and garages access from the rear of the building.

~~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.~~

(Ord. No. 2012-12-910, 12-19-2012; Ord. No. 2022-02-1096, § 1, 2-16-2022)

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.A. 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.B.~~ Small animal hospitals, veterinary facilities or offices.

~~D.C.~~ Short-term rentals pursuant to the standards of WSMC Ch. 5.02 and WSMC Ch. 17.57.

~~E.D.~~ 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; **clear and objective** 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.

(Ord. No. 2012-12-910, 12-19-2012; Ord. No. 2022-02-1096, § 1, 2-16-2022)

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.

(Ord. No. 2012-12-910, 12-19-2012)

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.

(Ord. No. 2012-12-910, 12-19-2012)

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 **open-air markets, pop-up shops, food trucks**, 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.

(Ord. No. 2012-12-910, 12-19-2012)

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.

(Supp. No. 26)

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- 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.

(Ord. No. 2012-12-910, 12-19-2012; Ord. No. 2016-10-995, § 1, 11-16-2016)

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.)

(Ord. No. 2012-12-910, 12-19-2012)

Chapter 17.50 RD RIVERFRONTAGE DISTRICT

17.50.010 Purpose—Use restrictions generally.

In the RD district, structures and premises shall only be used in accordance with the provisions of this chapter. It is the intent of this district to allow planned development for recreational, commercial, light industrial and ~~limited mixed~~ residential uses, ~~particularly those uses that are water dependant or where the proximity to the Columbia River is necessary for the development.~~ Property owners are encouraged to work together to formulate an overall development plan for this district. As part of the site plan review process, consistency with the overall development plan in this district, and clear and objective design standards, as adopted, if any, shall be ~~considered the basis for approval.~~

(Ord. No. 2012-11-905, 11-26-2012)

17.50.020 Principal uses permitted subject to site plan review.

Subject to site plan review in accordance with [Chapter 17.81], the following uses are permitted:

- A. Limited commercial uses which provide for sale of products, materials or services relating primarily to the recreational, tourist and related activities of the White Salmon vicinity, including:
 - 1. Retail stores and shops providing goods and services such as dry goods, photographic supplies and equipment, sports and recreation supplies and equipment, gifts, art work and convenience items;
 - 2. Restaurants, hotels, motels and tourist facilities;
 - 3. Banks, business and professional offices;
 - 4. Manufacture, assembly or treatment of articles or merchandise from previously prepared materials which takes place wholly within an enclosed structure and from which there is no discernible odor, noise, dust, smoke, cinders, gas, vibration, refuse matter or other noxious effects beyond the property lines.
- B. Limited manufacturing for the manufacture of goods or products which takes place wholly within an enclosed structure and from which there is no discernible odor, noise, dust, smoke, cinders, gas, vibration, refuse matter or other noxious effects beyond the property lines, including:

Assembly, fabrication, manufacture, compounding, processing, packaging or treatment of products primarily related to the recreational, tourist and related activities of the White Salmon vicinity.
- B. Mixed-use residential buildings, where the ground floor includes 100% commercial uses conforming to the district standards, with the exception of stairway entrances and required utility rooms.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.030 Conditional uses permitted subject to site plan review.

Subject to site plan review in accordance with [Chapter 17.81], conditional uses which may be authorized by the [planning commission] pursuant to Section 17.80.060 are:

- A. Parks and playgrounds;
- B. Public and government facilities;
- C. Churches and other religious or charitable organizations;
- D. Fire and police stations;
- E. Hospitals and medical care facilities for human beings;
- F. Recreational and vehicle parks and campgrounds;
- G. Any other use determined to be of the same general character as, and no more detrimental than, the principal and conditional uses allowed in the district subject to the required conditions.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.040 Accessory uses allowed.

The following accessory uses are allowed in the RD district:

- A. Uses and structures customarily incidental to the principal uses permitted outright;
- B. Residential occupancy that is secondary to a principal use permitted outright or to an approved conditional use;
- C. Signs as permitted by the sign ordinance, Sign Ordinance, Chapter 15.12 of this code.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.050 Density provisions.

Density provisions for the RD district are as follows:

- A. Maximum Building Height. ~~Four stories~~, Not to exceed forty-five feet; increase setbacks five feet for each two feet over thirty-five-foot height; height over thirty-five feet will require the review and approval of fire department and building department based on public safety;
- B. Minimum Lot Area. The minimum area shall be determined based on the amount of area required to meet the provisions of this chapter and provide for proper sanitation and drainage;

C. Minimum Frontage.	On SR 14:	Two hundred fifty feet (<u>rear alley access required</u>)
	On secondary road:	Seventy-five feet
D. Minimum Front Yard.	To SR 14:	Twenty five <u>twelve</u> feet
	To secondary road:	Twenty five <u>twelve</u> feet
E. Minimum Side Yard.	To SR 14:	Twenty five <u>five</u> feet
	To secondary road:	Twenty five <u>five</u> feet
	Otherwise:	Ten <u>three</u> feet
F. Minimum Rear Yard.	To SR 14:	Twenty five <u>ten</u> feet
	To secondary road:	Twenty five <u>ten</u> feet

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	Otherwise:	Twenty five feet
G. Landscape Buffer.	To SR 14:	Twelve four feet
	To secondary road:	Ten four feet

- H. ~~Ratio of lot width to length not to exceed one to four~~ minimum lot depth fifty feet, minimum lot width thirty feet;
- I. SR 14 Access Separation. Four hundred feet where possible, two hundred foot minimum with a roadway access permit from the city engineer.

(Ord. No. 2012-11-905, 11-26-2012; Ord. No. 2018-11-1028, § 1, 11-7-2018)

17.50.060 Specific use restrictions.

Basic uses permitted in the RD district shall be subject to these limitations:

- A. All business and manufacturing activities shall be limited to those which are not objectionable by reason of odor, noise, dust, smoke, cinders, gas, vibration, refuse water, water-carried waste or other noxious effects beyond the property line;
- B. Secondary or shared access drives and roads will be encouraged. Easement for secondary or shared access may be required where necessary to assure compliance with the SR 14 access separation criteria set forth in [Section] 17.50.050I.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.070 General development guidelines.

Design criteria for siting developments within the RD district shall:

- A. Compliment and incorporate the natural features and terrain of the site area to the maximum extent possible;
- B. Provide fencing or screening of mechanical equipment and dumpsters or other refuse containers;
- C. Provide buffering of loading and unloading areas;
- D. Provide for adequate distances between on-site structures or the staggering of structures to maximize the use of natural light and view;
- E. Reduce the impact of tall or bulky structures;
- F. Avoid within the same development, sharp contrasts in building styles, colors or materials;
- G. Control public access points to the site's developments, utilizing a central lobby design, entrance courtyard, internal walkway or mall, or similar designs which protect the various land uses from disturbance from direct public access;
- H. When more than one primary use is to be included in the site area, require structures and uses be arranged and clustered to maximize opportunities for shared circulation, parking, loading, pedestrian walkways, plazas, recreation areas and day and night security;
- I. Vehicle circulation and parking shall be designed to:
 - 1. Clearly identify major access drives and avoid larger parking areas, and double loaded parking along such major access drives;
 - 2. Provide for shared parking between compatible uses;

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- 3. Driveways and parking areas shall be designed to allow for the encouragement of joint access and internal traffic flow between sites;
 - 4. Provide adequate landscape islands to visually buffer and define parking spaces as shown on city drawing 17.50.070-A, Minimum Parking Standards, on file in the office of the city clerk/treasurer.
- J. Landscaping and pedestrian amenities should be designed by a professional and shall include scaled drawings showing:
- 1. High image materials to highlight public access points into buildings;
 - 2. Include benches, lighting and occasional waste receptacles in entrance courtyards and along pedestrian walkways or malls;
 - 3. Landscape buffers shall be required to buffer view and noise between adjacent uses and adjacent roadways. This area shall consist of landscape materials including trees, shrubs, berms, walls or fences. Consistent use of large trees and mixed vegetation screening will be encouraged. Where feasible, interconnecting pedestrian pathways will be required;
 - 4. Provide adequate appropriately scaled plant species to complement the scale of buildings within the development such as small scale ornamentals and small scale trees adjoining recreational residential developments and large scale trees in larger commercial or limited manufacturing developments, as well as adjacent to SR 14;
 - 5. All required landscape as shown on the site plan for the project shall be perpetually maintained in a healthy condition, free of refuse and debris. All plantings shall be maintained so as not to obscure the vision of traffic.
- K. Site plans shall be reviewed for consistency with the overall development plan for the property, if applicable.
- L. Site plans shall be reviewed in light of the limited access available to the Columbia River for public recreation and enjoyment, as well as any environmental impact of the development.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.080 Off-street parking.

Off-street parking shall be provided in accordance with Chapter 17.72.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.090 Utility requirements.

In the RD district, all new structures shall be serviced by underground utilities.

(Ord. No. 2012-11-905, 11-26-2012)

17.50.100 Signs.

Signs shall comply with the city sign ordinance as codified in Chapter 15.12 of this code.

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.64 ACCESSORY DWELLING UNITS

17.64.010 Purpose.

- A. Provide homeowners with a means of obtaining through tenants in either the ADU or principal unit, rental income, companionship, security, and services.
- B. Add affordability options to the existing housing base.
- C. Allow for development of housing units in residential zoning districts that are appropriate for people at a variety of life stages.
- D. Protect neighborhood stability, property values, and the residential appearance of the community by ensuring ADUs are installed under conditions of this ordinance.

(Ord. No. 2012-11-905, 11-26-2012)

17.64.020 Location.

The accessory dwelling unit (ADU) overlay shall apply to all residential zoning districts. An ADU may be allowed where an existing structure is non-conforming.

(Ord. No. 2012-11-905, 11-26-2012)

17.64.030 Design standards.

- A. Configuration. An ADU may be located either within, attached to, or detached from the primary structure.
- B. Density. Only one ADU Up to three ADUs may be created in conjunction with each single-family residence, as follows: Up to one ADU in RL and R1, up to two in R2, and up to three in R3. In the C district, up to three ADUs may be created if not facing a commercial street.
- C. Minimum lot size. An ADU shall not be established on any parcel smaller than four thousand five hundred two thousand square feet. Note: site size and configuration must accommodate all parking and other development standards in addition to meeting the minimum lot size requirement.
- D. Maximum unit size. The gross floor area, calculated from finished wall to finished wall, of ~~an~~ existing structures, ~~an~~ additions, or new detached structures, converted to, or constructed for the purpose of creating ~~an~~ ADUs shall not exceed fifty one hundred percent of the gross floor area of the primary single family structure, not including garage and/or detached accessory buildings. A maximum of two bedrooms may be provided in an ADU. If the accessory unit is completely located on a single floor, the planning administrator may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met.
- E. Minimum unit size. The gross floor area of an ADU shall not be less than three two hundred square feet even if this exceeds the maximum requirement in [subsection] (D) above, or as otherwise established by the requirements of the city Adopted Building Code.
- F. Setbacks and lot coverage. Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not exceed the allowable lot coverage or encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures unless a variance is requested and approved. The ADU shall be oriented in a way that considers and maintains the privacy of residents in adjacent or adjoining dwellings to a practical extent.
- G. Scale and visual subordination. The development of the parcel will maintain the character and appearance of a single family residential use. New detached structures, or additions to existing structures, created for the purpose of establishing ADU, shall not comprise more than forty sixty percent of the total front elevation of

visible structure, including the combined ADU and primary unit. This standard does not apply for internal conversions of existing structures.

- H. Parking. Additional on-site parking of one space is required in conjunction with the establishment of an ADU. ~~having a single bedroom. Two on-site parking spaces are required in conjunction with the establishment of an ADU having two bedrooms.~~ The off-street parking requirements set forth in Chapter 17.72 shall be maintained for the primary residence. Spaces provided to serve the ADU shall be dedicated to that purpose and must be kept open and available for use by residents and guests of the ADU. Assigned parking in remote lots, including approved shared parking under binding agreements, may be substituted for the required off-street parking if they are within 100 feet of the subject property. Where a lot is within ¼ mile of a transit stop, the required number of off-street spaces may be reduced to one-half for each ADU (minimum one per property).
- I. Access. The driveway serving the ADU shall be the same driveway serving the principal dwelling unless special approval is granted by planning commission based on findings that a separate driveway to the ADU can be accommodated while maintaining consistency with the intent of this section and all other review criteria.
- ~~J. Design and appearance. An ADU, either attached or detached, shall be consistent in design and appearance with the primary structure. Specifically, the roof pitch, siding materials, color and window treatment of the ADU shall be the same as the primary structure.~~
- ~~K.J.~~ Construction standards. The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.
- ~~L.K.~~ Accessibility. To encourage the development of housing units for people with disabilities, the building official may allow reasonable deviation from the stated requirements to install features that facilitate accessibility. Such facilities shall be in conformance with the International Building Code.

(Ord. No. 2012-11-905, 11-26-2012)

17.64.040 Review process for ADUs.

- ~~A. Approval to construct and operate an ADU shall be requested with submittal of a site plan and conditional use permit application.~~
- ~~B. Building permits are required for ADUs. The applicant will be required to demonstrate compliance with the above standards prior to receiving land use approval on a building permit.~~
- ~~C. A letter of application must be received from the owner(s) stating that the owner(s) shall occupy one of the dwelling units on the premises, except for bona fide temporary absences, not to exceed six months of any calendar year and that at no time will they receive rent for the owner occupied unit.~~
- ~~D. A notarized acknowledgement signed by the owners, acknowledging the requirements for creating and maintaining an ADU in conjunction with the primary dwelling on the owner's parcel, shall be recorded with the county so that it is a matter of public record and will come to the attention of any future owners.~~
- ~~E. An ADU may be cancelled by the owner filing a notarized certificate with the city for recording with the county making the termination of the ADU a matter of public record. Cancellation of an ADU may also result from enforcement action if land use approval for the ADU is withdrawn.~~

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.68 DESIGN AND USE STANDARDS

17.68.010 Purpose and applicability.

Provisions of this chapter are of general application to all districts unless otherwise noted. It is the intent of this title to provide standards sufficient to afford continuing protection to property and yet be adaptable enough to avoid unnecessary hardship or interfere with growth and natural change. Accordingly, supplementary provisions are also necessary to govern specific deviations from general rules. Those special deviations are to be contrasted with the grant of variance, which requires discretionary action by the board of adjustment where standards cannot be completely defined.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.020 Lots—Reduction limitations.

No property may be so reduced in area that it would be in violation of minimum lot size, yard provisions, lot coverage, off-street parking, or any other requirements of the district or use.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.030 Lots—Use when below minimum size.

Buildings or structures may be erected, moved or structurally altered on property which is less than the minimum lot area or dimensions for the district in which it is located, provided such property existed by title in its present form and size before August 19, 1992, the date of adoption of the ordinance codified in this title. In such cases, documentary proof of the fact and date of acquisition shall be submitted by the person claiming benefits from this cause. This section shall not waive other minimum requirements of this title.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.040 Front yards—Use restrictions.

Where any front yard is required, no building shall be thereafter erected or altered so that any portion thereof shall be nearer the front property line than the distance indicated by the depth of the required front yard.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.050 Front yards—Projection of steps, fences and other structures.

Steps, terraces, platforms, porches, ~~fences~~ and similar projections ~~having no roof covering and being not over forty-two inches high~~ may be built within a front yard, but in no case shall such projections cause a front yard to be less than ~~ten~~ four feet from the face of the projection to the property line. ~~No accessory buildings are permitted in the front yard. Fences up to forty-two inches high are allowed on the front property line.~~

(Ord. No. 2012-11-905, 11-26-2012)

17.68.060 Side yards—Use restrictions.

Where any specified side yard is required, no building shall be hereafter erected or altered so that any portion thereof shall be nearer to the side lot line than the distance indicated by the width of the required side yard.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.070 Side yards—Projection limitations.

Eaves, cornices, chimneys and similar projections may extend over the required side yard for a distance of not more than two feet.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.080 Rear yards—Projection limitations.

Eaves, cornices, steps, platforms, rear porches and similar projections, whether enclosed or not, but not ~~exceeding in width one-half that of the building, nor~~ more than one story in height, may extend into the rear yard setback up to three feet from the rear lot line. not more than twenty percent of the distance from the exterior wall of the structure to the rear property line. Accessory buildings may occupy the rear yard and shall be located a minimum of five feet from rear lot lines unless otherwise required to meet the setbacks applicable to the principal structure. ADUs may be located a minimum of three feet from the rear lot line when the rear lot line adjoins an alley.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.090 Corner lots and corner visibility.

No sight-obscuring structures or plantings exceeding thirty inches in height shall be located within a twenty-five-foot radius of the lot corner nearest the intersection of two public, county or state roads, or from the intersection of a private driveway or road easement and a public, county or state road. Trees located within twenty feet of any such intersection shall be maintained to allow ten feet of vision clearance below the lowest hanging branches.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.100 Irregularly shaped lots.

On irregular-shaped lots, the average distance from the building line to the lot line shall be not less than the minimum yard provision; ~~provided, however,~~ that no part of the structure shall be located so that less than one-half the minimum yard provisions occurs at any point along such averaged alignment.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.105 Underground utilities exception.

Underground utilities are provided as required in all zoning districts, including electricity, communications and street lighting; however, there are situations where topography, soil or other conditions make underground installation impracticable. Upon written evidence provided by the supplier of such utilities, the city council may waive the requirement for underground utilities in such instances.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.120 Professional offices and clinics.

Professional offices and clinics, when permitted subject to conditional use review in districts more restrictive than the C1 district, shall meet the following requirements:

- A. Lot Area. Minimum lot area shall be ten thousand square feet.
- B. Off-Street Parking. Off-street parking shall be required in accordance with Chapter 17.72.
- C. Architecture and Landscaping. Buildings, structures and landscaping shall harmonize with the buildings in the vicinity.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.130 Manufactured home siting standards.

Only those manufactured homes used as residences on individual lots which meet the following criteria are permitted:

- A. The manufactured home must be a "new manufactured home" as defined by Section 17.08.320 of this chapter;
- ~~B. The manufactured home shall have three of the following elements: garage or carport; covered porch or entry; gables; bay windows; window shutters; dormers; eaves with a minimum projections of six inches.~~
- ~~C. The home shall have a roof pitch of at least 3:12;~~
- D. The manufactured home shall be pit-installed or backfilled so that no more than twelve inches of enclosing material is exposed above average grade on or along the street side. The enclosing material shall meet all current UBC requirements for such use. The twelve-inch limitation shall not apply if the home is installed on a basement or other foundation constructed in accordance with current UBC requirements;
- E. The manufactured home shall be attached to a permanent foundation, as specified by the manufacturer. Foundations, tie-downs or other supports shall be provided to withstand the specified horizontal, uplift and overturning wind forces on a manufactured home, based upon accepted engineering design standards, as approved by Washington State and the local building official;
- F. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards that will reduce heat loss to levels equivalent to the heat loss performance standards required of single-family dwellings constructed under the current Washington State Energy Code;
- G. Require title elimination (WAC Chapter 308-56A and WAC 65.20.040) within one year of home installation if the property is owned by the manufactured home owner;
- H. The unit must be installed on the site in accordance with the state installation code (WAC 296-150B);
- I. Include a finished porch or deck for each entrance door.

(Ord. No. 2012-11-905, 11-26-2012; Ord. No. 2016-10-993, § 1, 10-19-2016)

17.68.140 New structures to be serviced by underground utilities—New utilities to be underground.

- A. All new structures built within the city after the effective date of the ordinance codified in this section shall be served by underground utilities.
- B. All new utilities installed within the city after the effective date of the ordinance codified in this section shall be underground.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.150 ~~Town~~ Rowhouse siting standards.

- A. Each ~~townhouse~~ rowhouse in ~~the townhouse a~~ project shall have a minimum width of twenty twelve feet.
- B. Access:
 - 1. A common access drive at least sixteen feet wide with a minimum of twelve feet of paved area with one-foot minimum shoulders on either side;
 - 2. No parking in common access drives. Parking in designated parking areas only;
 - 3. A common access for parking is allowed and may take the form of an easement as long as a maintenance agreement is approved by the city engineer and recorded with the plat;
 - 4. Where access is provided directly from a street, each ~~townhouse~~ building shall be required to share only one curb cut unless the city determines that driveway spacing requirements can better be met by separating the access points.
- C. Projects providing more than three ~~townhouse~~ units shall provide off street parking at the ratio of 2.5 spaces per unit to help accommodate guests and additional vehicles;
- D. A preliminary plat shall be submitted and approved prior to issuing the building permit;
- E. A post construction survey shall be submitted prior to approval of the final plat. Said survey shall be certified by a surveyor licensed in the state of Washington and shall show all setbacks including common wall location. Each division shall conform to Title 16 of this code;
- F. If a ~~townhouse~~ rowhouse is destroyed in any manner, it shall be replaced in compliance with the ~~townhouse~~ rowhouse criteria or the tax lots/parcels shall be legally combined to create a minimum five thousand square foot parcel or to the size of the parcel prior to the townhouse project, conforming lot.
- G. Project Design:
 - 1. ~~Buildings shall conform to the approved design standards for rowhome design, if any. Buildings should be articulated to provide identity for individual units and buildings shall meet stepped height limits. Maximum height twenty five feet within ten feet of side property. Maximum height is twenty eight feet beyond the first ten feet off the property line.~~
 - 2. ~~Townhouse developments must incorporate design features to reduce the appearance of building mass and bulk.~~
 - 3. ~~Building facades shall use offsets and step backs, the facade shall be broken up by design elements that may include but are not necessarily limited to gables, building projections and articulation.~~
 - 4. ~~Projecting eaves and roof gables shall extend beyond the main facade to increase building articulation (two feet minimum recommended).~~

- ~~5. Architectural features such as bay windows, chimneys and porches are encouraged to provide human scale and to break up building mass and bulk.~~
- ~~6. Dwelling entries such as stoops and porches shall be the predominant facade feature and should have a floor dimension that encourages outdoor seating and use. Raised porches are encouraged.~~
- ~~7. Building materials shall be of a high quality and compatible with surrounding residential structures. Colors and materials shall be coordinated in an aesthetic manner that responds well to the form of the entire building or project and to perpetuate a residential feel.~~

H. Front Door Landscaping:

- 1. A minimum of ten feet of landscaping shall be provided in the yard area between the front elevation of each unit and the common access drive or public street, as measured from the edge of pavement or sidewalk. If the units are accessed by private drive and "turn their backs" on the public street the same landscaping requirement must be met in the yard area between the rear elevation of each unit and the public street.
- 2. Paths or walkways to individual front doors and utility easements may occur in this area, but only if the dominant amount of the area remains available to support significant landscaping.
- 3. At least one tree per unit front must be provided. Entry stoops, porches or architectural elements are encouraged and may encroach into this yard area up to two feet.

I. Garage Designs:

- ~~1. All garage structures must be consistent and compatible with the architecture and materials of the townhouses.~~
- 1. Garages may be detached, attached or located underneath the units and shall be situated to provide for open landscaped areas and reduced paving.
- 2. Garage doors shall have some design details, including split panels, trim details and windows. Paired, single-car garage doors are encouraged over large double doors for two car garages.

J. Adequate Storage and Mechanical Equipment:

- 1. Each unit shall have at least eighty square feet of enclosed storage area (typically, in the garage area and in addition to area dedicated to parking requirements) so that residents will have some place to store bulky personal effects (such as recreational equipment) allowing, garage space to remain available for parking.
- 2. Conditions of approval and possible application of CC&Rs for ~~townhouse~~ rowhouse projects shall continue to prohibit conversion of garage parking into storage space.
- 3. Exterior mechanical equipment such as heat pumps, shall be located to minimize visual impact and where visible from front doors of units or the public street shall be screened from view.

(Ord. No. 2012-11-905, 11-26-2012)

17.68.170 Fire safety standards.

- A. Development shall be set back at least fifty feet from the top of major slopes greater than thirty percent or thirty feet from the top of grade if the following is done:
 - a. Limit extensions of decks and eaves toward the slope unless fire resistant or noncombustible materials are used.
 - b. Decking areas screened or enclosed.
 - c. Enclose soffits.

-
- B. Yard areas shall be maintained free of refuse and dead or dying vegetation contributing to fire fuel loads as much as possible. Clear clean areas shall be maintained, free of fire fuel loads, under decks and large extended eaves.
- C. Following steps are necessary and strongly recommended to further minimize fire fuel loading.
- Plant fire resistant domestic plantings - (SEE Pacific NW Extension Service publication "Fire Resistant Plants for Home Landscapes " - firefree.org and DNR recreation education homeowners page for information free video or brochure about the importance of fire-safe landscaping.)
 - Trees are encouraged to provide shade and ground cooling.
 - Trees should be grouped with spaces to provide breaks in canopy area.
 - Trees should be kept in healthy condition, limbed up, and free from dead and dry woody debris.
 - Understory vegetation should be minimized under tree canopies. Understory plantings extending under tree canopies should use lower vegetation less likely to provide ladder fuel to carry a ground fire into the tree canopy.
- D. Fire resistant building materials shall be used when possible to do so:
- Fire resistant roofing installed to the manufacturers specification and rated by Underwriter's Laboratory as Class A, B, or its equivalent (includes but not limited to: slate, ceramic tile, composition shingles, and metal).
 - All structural projections such as balconies, decks and roof gables built with fire resistant materials equivalent to that specified in the International Building Code.
 - All chimneys and stove pipes be capped with spark arresters meeting NFPA standards, e.g., constructed of 12 USA gauge wire mesh with openings one-half inches in size.
 - Screens of noncombustible corrosion resistant mesh screening material with openings one-fourth inches or less in size employed on roof and foundation vents to keep sparks and embers out.
 - Screen under decks less than three feet in height with noncombustible corrosion resistant mesh screening material with openings one-fourth inches or less in size to keep fuel loads from accumulating in low areas difficult to clear and maintain.
 - Maintain clear area along any overhead utility lines.
- E. A clear emergency access route to all the dwelling and any occupied accessory structures is required. Access to other developed portions of the site should be maintained:
- Twelve to sixteen feet driving surface with fourteen to sixteen feet horizontal clearance (free of branches, fences, and other structures...) and fourteen feet of vertical clearance are required to ensure free passage of emergency response vehicles.
 - If your driveway is longer than one hundred fifty feet a turnaround meeting fire code is required to preclude the need to back emergency response vehicles out in an emergency situation. This requirement will only be modified with review and agreement of the fire chief or the chief's designee.

(Ord. No. 2012-11-905, 11-26-2012)

~~17.68.180 Maximum lot coverage.~~

- ~~A. Lot Coverage: The percentage determined by dividing (a) the area of a lot covered by the total (in square feet) of: (1) the footprint of the main building; and (2) the footprints of accessory buildings (counting only buildings with footprints larger than one hundred fifty square feet, or with two stories or more); and (3) parking pads, driveways, and other impervious surfaces such as sport courts etc.; by (b) the gross area of the [that] lot.~~

B. ~~Maximum Allowable Coverage: Maximum lot coverage applies to any new development or expansion of existing development in the city. New development and expansions to existing development must comply with maximum lot coverage standards in Table 17.01 except as provided below:~~

- ~~1. When a detached garage is provided in the rear yard, of a residential dwelling the maximum lot coverage may be increased as shown in the table below.~~
- ~~2. When a porch is attached to the front elevation of the residential dwelling and has an area of at least sixty square feet on the front of the building (exclusive of any wrap-around or side porch), the maximum coverage may be increased as shown in the table below.~~
- ~~3. When a storm water management plan, prepared by a qualified professional, is provided documenting that all storm water resulting from new development or expansion of existing development can be sufficiently accommodated on site, the lot coverage can be exceeded within the limits of setback requirements if the plan is reviewed and accepted by the city.~~

**TABLE 17.01
Maximum Allowable Lot Coverage by Zone**

ZONE:	Residential Zones	Commercial, Mixed-Use Zones
Max Lot Coverage	50%	60%
Max Lot Coverage w/ front porch	55%	-na-
Max Lot Coverage w/ rear garage	55%	-na-
Max Lot Coverage w/ front porch AND rear garage	58%	-na-

- ~~4. Existing main and accessory structures that are not in conformance with these coverage requirements prior to adoption of this regulation, are permitted to be rebuilt within the building footprint as it existed at the date of adoption (, 2012), if the structures are damaged or partially destroyed by fire, wind, earthquake or other force majeure and if construction commences within two years from the date of the calamity.~~
- ~~5. Multi-family dwellings, subject to site plan review, are exempt from the lot coverage requirements and are required to demonstrate adequate capacity to accommodate storm water, on-site circulation, etc. through the required site plan review process.~~

~~(Ord. No. 2012-11-905, 11-26-2012)~~

17.68.190 Signs and lighting also regulated.

Sign standards and requirements are addressed in Chapter 15.12 of Title 15 of the White Salmon Municipal Code. Lighting standards and requirements are addressed in Chapter 8.40 of Title 8 of the White Salmon Municipal Code. Any of the applicable standards from either of these chapters may be incorporated into any land use decision made under this title.

(Ord. No. 2012-11-905, 11-26-2012)

Chapter 17.72 OFF-STREET PARKING AND LOADING

17.72.010 Standards generally.

It is the intent of this chapter to allow for parking and loading standards.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.020 Purpose of provisions.

The provision of off-street parking and loading space in accordance with the needs and requirements of particular property use is a necessary public policy in the interest of traffic safety, minimizing congestion, and to provide harmonious development.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.030 New uses—Minimum requirements.

New uses in all districts shall meet the minimum standards of this title.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.040 Parking spaces—Size and access.

- A. Each off-street parking space shall have a net area of not less than one hundred sixty square feet, exclusive of access drives or aisles, and shall be of usable space and condition. If determined on a gross-area basis, three hundred square feet shall be allowed per vehicle.
- B. If the required parking space for a one-family or two-family dwelling is not provided in a covered garage, then such space shall not be less than two hundred square feet, and shall be so located and/or constructed that it may later be covered by a garage in accordance with the provisions of this title and the city building code.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.050 Parking spaces—Location.

Off-street facilities shall be located as hereinafter specified. Where a distance is specified, such distance shall be the maximum walking distance, measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve.

- A. For one-family and two-family dwellings: on the home lot with the building they are required to serve;
- B. For multiple dwellings: one hundred fifty feet;
- C. For hospitals, sanitariums, homes for the aged, asylums, orphanages, club rooms, fraternity and sorority houses, as approved by city council.
- D. Assigned parking in remote lots may be substituted for the required off-street parking if they are located within 100 feet of the subject property, and binding agreements are furnished to the City for review.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.060 Parking spaces—Expanded or enlarged uses.

Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for expansion or enlargement, in accordance with the requirements of the schedule set out in Section 17.72.090; provided, however, that no parking space need be provided in the case of enlargement or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in the schedule for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing as of September 12, 1973.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.070 Joint use—Authorized when.

The board of adjustment may authorize the joint use of parking facilities for the following uses or activities under the conditions specified:

- A. Up to fifty percent of the parking facilities required by this chapter for a theater, bowling alley, dancehall, restaurant, or other similar uses, may be supplied by the off-street parking provided by other "daytime" types of uses;
- B. Up to fifty percent of the off-street parking facilities required by this chapter for any "daytime" buildings or uses may be supplied by the parking facilities provided by uses herein referred to as "nighttime" uses;
- C. Up to one hundred percent of the parking facilities required by this chapter for a church or auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities serving primarily "daytime" uses.
- D. If the required amount of off-street parking has been proposed to be provided off-site, the applicant shall provide written contracts with affected landowners showing that required off-street parking is and will continue to be provided in a manner consistent with the provisions of this chapter. The contracts shall be reviewed by the city for compliance with this chapter, and if approved, the contracts shall be recorded with the county records and elections division as a deed restriction on the title to all applicable properties. These deed restrictions may not be revoked or modified without authorization by the city.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.080 Joint use—Location and other conditions.

- A. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be demonstrated to the city to be within suitable walking distance for the nature of the use being served.
- B. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.

(Ord. No. 2012-11-905, 11-26-2012)

17.72.090 Number of spaces for designated uses.

The following table sets out minimum standards for parking spaces:

Use	Spaces Required
Residential structures	2 for each dwelling unit unless otherwise specified; <u>1 for each ADU</u>
Auto courts, motels	1 for each sleeping unit
Hospitals and institutions	1 for each 4 beds
Theaters	1 for each 4 seats except 1 for each 8 seats in excess of 800 seats
Churches, auditoriums and similar open assembly	1 for each 50 square feet of floor area for assembly not containing fixed seats
Stadiums, sports arenas, and similar open assembly	1 for each 6 seats and/or 1 for each 100 square feet of assembly space without fixed seats
Dancehalls	1 for each 50 square feet of gross floor area
Bowling alleys	6 for each alley
Medical and dental clinics	1 for each 150 square feet of gross floor area
Banks, business and professional offices with on-site customer service	1 for each 400 square feet of gross floor area
Offices not providing customer services on premises	1 for each 4 employees or 1 for each 800 square feet of gross floor area
Warehouse, storage and wholesale business	1 for each 2 employees
Food and beverage places with sale and consumption on premises	1 for each 200 square feet of gross floor area
Furniture, appliance, hardware, clothing, shoe, personal service stores	1 for each 600 square feet of gross floor area
Other retail stores	1 for each 300 square feet of floor area, or at a ratio of 1 inside to 1 outside
Manufacturing uses, research, testing, assembly, all industries	1 for each 2 employees on the maximum working shift and not less than 1 for each 800 square feet of gross floor area
Uses not specified	Determined by planning commission

(Ord. No. 2012-11-905, 11-26-2012)

SECTION 2. Severability / Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its approval, passage and publication as required by law.

SECTION 4: Transmittal to the State. Pursuant to RCW 36.70A.106, a complete and accurate copy of this ordinance shall be transmitted to the Department of Commerce within ten (10) days of adoption.

PASSED this ___ day of _____ by the City Council of the City of White Salmon, Washington, and signed in authentication of its passage.

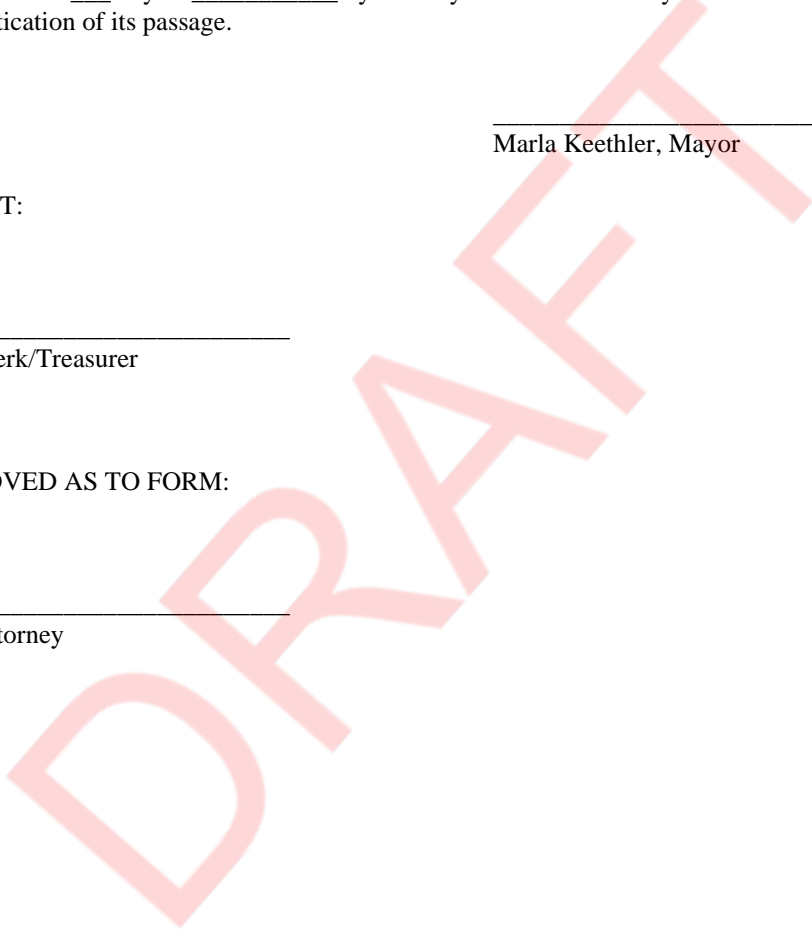
Marla Keethler, Mayor

ATTEST:

City Clerk/Treasurer

APPROVED AS TO FORM:

City Attorney




City of White Salmon Open House – November 28, 2023 Listening Station Notes


Listening Station 1: How can we make housing more affordable?


Our Ideas, Concerns, Points of Support Are:


- More duplexes (our double townhouses?)
- Duplex units in front and back (as long as view is maintained)
- Form-based and coherent with existing
- More activation of front yards
- Assisted living! Check legality in different zones
- Live-in RVs? Or small mobile homes?
- Affordable housing – decks and patios cannot be used for additional storage space
- Tree ordinance! Need to offer mitigation options
- Any development needs to consider the importance of trees for a healthy community
- Reduce rowhouse lot minimums to 800 (16 x 50)


Listening Station 1: How can we make housing more affordable?



Smaller Units




More units on a lot


More ADUs


More apartments


More rowhomes


Land trusts, grants

White Salmon Zoning

- SPUD Multi-Family Planned Unit Development Overlay
- PDU Planned Unit Development Overlay
- RL Single Family Large Lot Residential
- R1 Single Family Residential
- R1.2 Two-Family Residential
- R1.3 Multi-Family Residential
- RM1 Medium Density Residential
- C Commercial
- CO Neighborhood District
- PU Public

Digitized from City of White Salmon Zoning Map

Klickitat County Zoning

- E Extreme Agriculture
- F Forest Reserve
- GC General Commercial
- GR General Rural
- I Industrial Park
- OS Open Space
- P Public
- R Residential
- RLR Resource Lands
- RR1 Rural Residential 1
- RR2 Rural Residential 2
- SR Suburban Residential

Source: Klickitat County GIS

Map Symbols

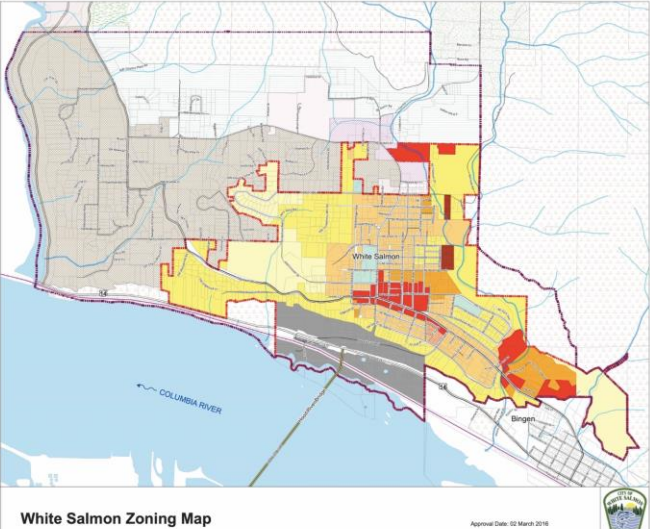
- White Salmon City Limits
- White Salmon Urban Area
- Parcel Lines
- Water Bodies

Roads

- City/County/Other Road
- Private
- State
- Interstate

0 500 1,000 2,000 Feet

BergerABAM



White Salmon Zoning Map


Approval Date: 02 March 2018

Listening Station 2: How can we get “Quality In My Back Yard?”


Our Ideas, Concerns, Points of Support Are:

- Pre-approved plans!
- Allow infill and additions with non-conforming use
- Multi-family sizes – maybe eliminate lot sizes, only have unit sizes?
- Storage – require outdoor locations in new development! (So smaller units don’t end up with junky storage outside)
- Form-based code for mobile homes
- Don’t like rowhouses – like more green space


Listening Station 2: How can we get “Quality In My Back Yard?”




Form-Based Code




Pre-approved plans




Neighborhood design charrette





Pattern language



Visual preference surveys



“Clear and objective” design guidelines



White Salmon Zoning

- UD/CD Urban Center / Planned Center
- Development Overlay
- PD/Planned Unit Development Overlay
- R1 Single Family Large Lot Residential
- R2 Single Family Residential
- R3 2-Family Residential
- R4 3-Family Residential
- MD/ Mobile Home Residential
- C Commercial
- PD Riverfront District
- PD Public

Klickitat County Zoning

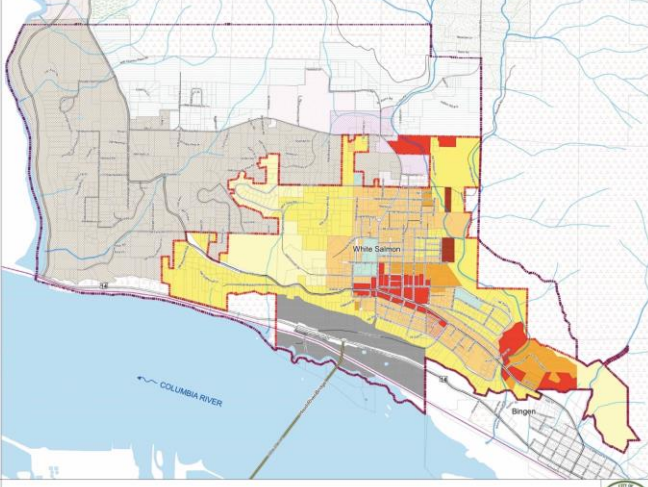
- Estimate Agriculture
- Forest Residential
- General Commercial
- General Rural
- Industrial Park
- Open Space
- Public
- Residential
- Residential Light
- Rural Residential 1
- Rural Residential 2
- Suburban Residential

Map Symbols

- White Salmon City Limits
- White Salmon Urban Area
- Parcel Lines
- Water Bodies
- Roads
- City, County, Other Govt
- Private
- State
- Highway

0 500 1,000 2,000 Feet

BergerABAM



White Salmon Zoning Map

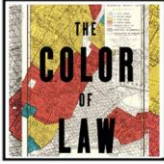
Approved Date: 02 March 2016

Listening Station 3: How can we make housing more diverse and equitable?


Our Ideas, Concerns, Points of Support Are:

- Recruit more affordable developers!
- Encourage more infill
- Simplify the code!!!
- Allow container homes, possibly not on foundations (i.e. on wheels)
- Tree ordinance – need to offer mitigation options
- Efficient envelope and all-electric
- EV-ready
- Optimize roof orientations for solar where feasible


Listening Station 3: How can we make housing more diverse and equitable?




Remove exclusionary zoning




Permit outright uses (Not conditional use)




Allow more infill





Provide renter protections



Allow mobile homes



Allow urban agriculture



White Salmon Zoning

- MPUD Multi-Family Planned Unit Development Overlay
- MPUD Planned Unit Development Overlay
- R1 Single Family Large Lot Residential
- R2 Single Family Residential
- R3 Two-Family Residential
- R4 Three-Family Residential
- MPHR Mobile Home Residential
- C Commercial
- HO Homebased District
- PU Public

Digitized from City of White Salmon Zoning Map

Klickitat County Zoning

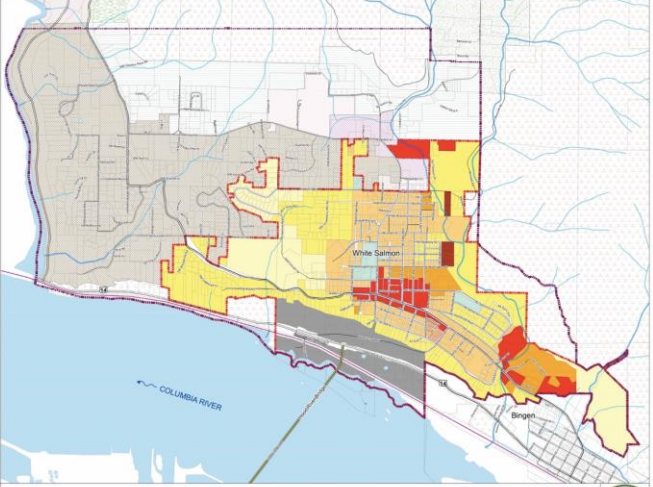
- E Extreme Agriculture
- F Forest Reserve
- GC General Commercial
- GR General Rural
- IP Industrial Park
- Q Quiet Zone
- P Public
- R Residential
- RL Resource Lands
- RUP Rural Residential 1
- RUP Rural Residential 2
- SR Suburban Residential

Source: Klickitat County GIS

Map Symbols

- White Salmon City Limits
- White Salmon Urban Area
- Parcel Lines
- Water Bodies
- Highway
- City, County, Other Street
- Private
- State
- Unimproved

0 500 1,000 2,000 Feet



White Salmon Zoning Map

Approval Date: 02 March 2016

A.



Public Comment <public.comment@ci.white-salmon.wa.us>

Fwd: Feedback on proposed Housing Code Changes

2 messages

Mayor Of White Salmon <mayor@ci.white-salmon.wa.us>

Tue, Nov 28, 2023 at 5:43 PM

To: public.comment@whitesalmonwa.gov

Sent from my iPhone

Begin forwarded message:

From: Audrey Lemley <aclemlay@hotmail.com>**Date:** November 28, 2023 at 5:21:21 PM PST**To:** Mayor Of White Salmon <mayor@ci.white-salmon.wa.us>, City Administrator <administrator@ci.white-salmon.wa.us>**Subject:** Feedback on proposed Housing Code Changes

Mayor Keethler and staff:

Here are my comments on the proposed code changes for housing.

I have some concerns about the plan to allow smaller houses/dwelling units within the city -- mainly, cramming more people into smaller spaces is not the best solution for a lack of housing. The lot size is already small enough in town. Some people might be fine in smaller places or even "tiny houses," but these are not appropriate for everyone, and certainly not families. Also, let's not forget the Americans with Disabilities Act. Would these small spaces even qualify to be ADA compliant for people with physical disabilities or mobility issues?

Further, how would this help bring down rental rates? I fear that people would still be charged the same high rates around here, but for significantly smaller living spaces. I've seen some rentals that were really cramped spaces -- one place couldn't even fit a standard twin bed in the bedroom yet still have room to safely move around the bed or fully open the door.

What is being done to limit vacation rentals? Of particular concern are rentals that are exclusively vacation rentals during the summer months, so that people looking for long-term rentals have fewer options during that time. I still see homes/apartments being advertised on Gorge.net/BlueMountain Networks as only available for "long term" through May 31 -- typically the cut off for the start of summer vacation season. Any "long term" rentals should remain that way year-round, instead of kicking out people who need to live here in order to accommodate short term vacationers at a much higher rental price.

A.

We shouldn't expect renters to settle for smaller, cramped housing or partial-year rental terms as if they are second class citizens.

Thank you,

Audrey Lemley

Public Comment <public.comment@ci.white-salmon.wa.us>
To: Mayor Of White Salmon <mayor@ci.white-salmon.wa.us>

Fri, Dec 1, 2023 at 12:55 PM

Received. Thank you.

Stephanie

[Quoted text hidden]

File Attachments for Item:

A. Ordinance 2023-12- Adopting the Annual Budget for Fiscal Year ending December 31, 2024

1. Discussion

2. Action



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Public Hearing and Business Item

Needs Legal Review: Yes, Completed
 Meeting Date: December 6, 2023
 Agenda Item: Ordinance 2023-12-1154
 Presented By: Marla Keethler, Mayor and Stephanie Porter, Clerk Treasurer

Action Required:
 Review and adoption of the 2024 Annual Budget.

Explanation of Issue:
 Attached is the 2024 Budget Narrative and the 2024 Budget Summary. The line-item detail is provided in the "Supporting Documents" section online.

A preliminary budget public hearing was scheduled on November 15 and the final budget public hearing to be held on December 6, 2023 with proposed action on the budget.

The budget is balanced and ending cash balances meet the city's financial policy requirements. The budget demonstrates the need for a 1% increase (as allowed by law) in property taxes which was approved by council at their October 18 meeting.

Fiscal Analysis:
 The budget is balanced and ending cash balances meet the city's financial policy requirements.

Recommendation of Staff/Committee:
 The presented preliminary budget has been reviewed by the Personnel and Finance Committee. The committee recommended the presentation to the city council.

Follow Up Action:
 The City Council will have the option to adopt the 2024 Annual Budget. If adopted the Ordinance will be recorded and the budget will be official. There will be a first budget amendment in March 2024 to reconcile the beginning cash balances and move any carryover money for 2023 projects to the 2024 budget.

CITY OF WHITE SALMON

ORDINANCE NO. 2023-12-1154

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF WHITE SALMON, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, a proposed budget and estimate of amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City of White Salmon for the fiscal year ending December 31, 2023 and a notice was published that the City Council of White Salmon would meet on the 15th of November, 2023 and the 6th of December, 2023 at the hour of 6:00 p.m., in person and via Zoom teleconference for the purpose of making and adopting a budget for 2024 fiscal year and giving taxpayers within the city limits an opportunity to be heard regarding the budget; and

WHEREAS, the City of White Salmon did meet at the time and place and did then consider the matter of the proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by the law to be levied on the property within the City of White Salmon for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being necessary to carry on the government of the City of White Salmon for the fiscal year and being sufficient to meet the various needs of the City of White Salmon during the fiscal year.

NOW, THEREFORE, the City Council of the City of White Salmon does ordain as follows:

Section 1. The budget for the City of White Salmon, Washington for the fiscal year 2024 is hereby adopted in its final form and content as set forth in the 2024 Fiscal Year Budget, copies of which are on file in the Office of the Clerk Treasurer.

Section 2. Estimated resources, including cash balances for each separate fund of the City of White Salmon, for all such funds combined for the year 2024 are set forth in summary form below and are hereby appropriated for expenditure at the department level for the General Fund and at the fund level for all other funds during the year 2024 as set forth in the 2024 Fiscal Year Budget:

001 Current Expense

Beginning Cash	595,506
Revenue	2,882,763
Interfund Transfers In	0
Appropriations	3,026,486
Interfund Transfers Out	82,500
Ending Cash	369,284

101 Street Fund

Beginning Cash	76,783
Revenue	352,587
Interfund Transfers In	0
Appropriations	370,581
Interfund Transfers Out	0
Ending Cash	58,370

108 Municipal Capital Improvement Fund

Beginning Cash	370,890
Revenue	72,233
Interfund Transfers In	0
Appropriations	125,000
Interfund Transfers Out	0
Ending Cash	318,123

110 Fire Reserve

Beginning Cash	380,360
Revenue	16,000
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	396,360

112 General Fund Reserve

Beginning Cash	360,792
Revenue	16,000
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	376,792

121 Police Vehicle Reserve Fund

Beginning Cash	86,651
Revenue	3,100
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	89,751

302 Transportation Improvement Fund

Beginning Cash	21,535
Revenue	107,457
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	128,992

303 Hotel/Motel Taxes

Beginning Cash	160,509
Revenue	80,633
Interfund Transfers In	0
Appropriations	80,500
Interfund Transfers Out	0
Ending Cash	160,509

307 New Pool Construction Fund

Beginning Cash	37,564
Revenue	1,200
Interfund Transfers In	35,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	73,764

401 Water Fund

Beginning Cash	309,829
Revenue	2,351,090
Interfund Transfers In	0
Appropriations	1,755,789
Interfund Transfers Out	546,224
Ending Cash	358,906

402 Wastewater Collection Fund

Beginning Cash	255,235
Revenue	1,169,583
Interfund Transfers In	0
Appropriations	1,230,452
Interfund Transfers Out	75,000
Ending Cash	119,366

408 Water Reserve Fund

Beginning Cash	358,900
Revenue	81,055
Interfund Transfers In	247,500
Appropriations	60,000
Interfund Transfers Out	0
Ending Cash	687,455

409 Wastewater Reserve Fund

Beginning Cash	579,139
Revenue	34,372
Interfund Transfers In	75,000
Appropriations	245,000
Interfund Transfers Out	7,500
Ending Cash	536,011

412 Water Rights Acquisition Fund

Beginning Cash	436,465
Revenue	164,620
Interfund Transfers In	0
Appropriations	123,985
Interfund Transfers Out	0
Ending Cash	477,085

413 Water Bond Redemption Fund

Beginning Cash	68,228
Revenue	3,000
Interfund Transfers In	194,882
Appropriations	194,882
Interfund Transfers Out	0
Ending Cash	71,228

414 Wastewater Bond Redemption Fund

Beginning Cash	11,526
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	11,526

415 Water Bond Reserve Fund

Beginning Cash	126,343
Revenue	4,500
Interfund Transfers In	19,489
Appropriations	0
Interfund Transfers Out	0
Ending Cash	150,332

416 Wastewater Bond Reserve Fund

Beginning Cash	79,291
Revenue	2,900
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	82,191

417 Treatment Plant Reserve Fund

Beginning Cash	393,087
Revenue	19,030
Interfund Transfers In	7,500
Appropriations	0
Interfund Transfers Out	0
Ending Cash	419,617

418 Waster Short Lived Asset Reserve Fund

Beginning Cash	9,813
Revenue	3,500
Interfund Transfers In	131,848
Appropriations	125,000
Interfund Transfers Out	0
Ending Cash	20,161

419 Waster Construction Fund

Beginning Cash	0
Revenue	8,045,000
Interfund Transfers In	0
Appropriations	8,045,000
Interfund Transfers Out	0
Ending Cash	0

420 Waster Construction Fund

Beginning Cash	0
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	0

601 Remittances

Beginning Cash	0
Revenue	4,672
Interfund Transfers In	0
Appropriations	4,672
Interfund Transfers Out	0
Ending Cash	0

Total All Funds **20,837,979**

Less Interfund Transfers 704,371

Net Total **20,133,608**

Section 3. The City Clerk Treasurer is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance shall take effect and be in force on January 1, 2024.

Passed by the council and approved by the Mayor on this 6th day of December, 2023.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

B. Motion to Set Date to Hear Petition to Annex

1. Presentation

2. Discussion

3. Action



Department Head: _____
 Clerk/Treasurer: _____
 City Administrator: _____
 Mayor: _____

COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:	Yes, completed
Meeting Date:	December 6, 2023
Agenda Item:	Motion to Set Date to Hear Petition to Annex
Presented By:	Stephanie Porter, Clerk Treasurer

Action Required:
Motion to set the review date of the petition to annex for tax parcel 03102344000300.

Motion for Business Item / Proposed Motion for Consent Agenda:
Motion to set the review date of the petition to annex for tax parcel 03102344000300 as January 17, 2023 at 6:00pm.

Explanation of Issue:
The City has received a completed Notice of Intent to Annex and Petition for Annexation to the City of White Salmon from Stephen and Laurie Schmit who own tax parcel 03102344000300.

This motion is required to set to date that the city council will consider the petition and make a determination.

- Council Options:**
 City Council has the following options available at this time:
1. Accept the Staff Recommendation.
 2. Revise the Staff Recommendation.
 3. Refer this issue back to staff for additional work.
 4. Take No Action
 5. Other action as desired by council.

Fiscal Analysis:
There are no financial implications.

B.

Petition to Annex – Stephen and Laurie Schmidt

Tax Parcel 03102344000300



File Attachments for Item:

A. Department Head



City of White Salmon Fire Department/ Building Department

Report November 29, 2023

Responses:

The fire department responded to 8 calls from November 10 to November 29, 5 were in the city of White Salmon and 9 mutual/automatic aid to other agencies. 5 calls were medical assistance, 8 calls were fire related, 1 motor vehicle crashes, and 0 calls were other calls for service.

Drills:

We drill every Tuesday from 6:30 pm to 8:30 pm. We are accepting applications for volunteers; no experience necessary training is provided.

The ballot for the West Klickitat Regional Fire Authority passed with a margin 62.54 percent yes votes. (1374 yes to 823 no). The ballot passed in all 6 precincts.

Administration:

Attended 1 council meeting.

Attended 1 development team meetings.

Respectfully submitted.

Bill Hunsaker

Fire Chief/ Building Official



City of White Salmon Office of Public Works

Weekly report

Week of: 11/16-12/6

Division: Public Works

Recent Activities

- 👉 Attended the AWWA Tri-State Water Utility Conference
- 👉 Painted the Council Chambers
- 👉 Inspected the tie-in and took a bacteriological sample from the Pucker Huddle Water Line Extension. We are moving towards completing this project and bringing it to City Council for Approval.
- 👉 Preparing vehicles for Snow removal.
- 👉 Ordered parts to repair the Sweeper.. again.
- 👉 Met with Pump Tech at Waubish Lift Station and troubleshoot the alarm issues we have been having at the site.
- 👉 Began the training portion for the Brightly program.
- 👉 Leaf removal at the parks.
- 👉 Ordered the first park bench that was donated by Patrick O'Dell, we will install (weather permitting) when it arrives.
- 👉 Met with Coburn Electric to come up with a plan to remove the VFD Drive for Pump A at the Booster Station, that will need to be shipped to North Coast for a rebuild.
- 👉 Painted the curb at the new Sweetgum Sidewalk.
- 👉 Assisted in the shut down for the Ebbert Water Line Extension on NW Cherry.
- 👉 Held a bid opening for the SCADA Upgrades Project.
- 👉 Replaced tires on Fire Trucks
- 👉 Regular Vehicle Maintenance
- 👉 Met with Master Meter to diagnose some meters that needed reprogramed.
- 👉 Inspected the pipe storage on the Transmission Main Phase 1 project for the winter shut down.
- 👉 Repaired a pot hole on Waubish.
- 👉 Finalizing the Jewett Manhole Project, this should be ready to bid by the end of the year for construction in early spring 2024.
- 👉 Met with WSDOT and AP to discuss Transmission Main Phase 2A.
- 👉 Reviewed the surveying done by Klein & Associates for the playground equipment upgrades.
- 👉 Reviewed the Snowplow Policy and associated documents (Created and updated by Erika). You'll see those documents attached. The only thing that may change with the most recent annexation is N Main from Estes to Snowden and Dewalt will now be our responsibility.



Snow Removal in White Salmon



HWY 141 & SR 14

REMOVAL TIMELINE

Begins at snowfall

Scope of Responsibilities / Priorities

- * Major Arterial roads
- * Collector roads



City Streets

REMOVAL TIMELINE

Three inches of snow has accumulated and/or case by case

Scope of Responsibilities

- * 16 miles of hard surface, including downtown sidewalks
- * 11 miles of rural roads

Priorities

- * Emergency Service Routes
- * Residential Streets
- * Downtown Parking/Sidewalks



RESIDENTS

Residential Sidewalks

REMOVAL TIMELINE

Recommended removal within 24 hours after snow stops

Scope of Responsibilities

- * Private road, alleys and driveway
- * Sidewalks in front of the home
- * Adjacent fire hydrants



Snow Facts

- * Average Snowfall: White Salmon receives an annual average of about 15 inches of snow.
- * Snowfall is most common from November through February.
- * It can range from a few inches to over a foot during significant snowstorms.

FOR MORE INFORMATION OR TO REPORT A PROBLEM

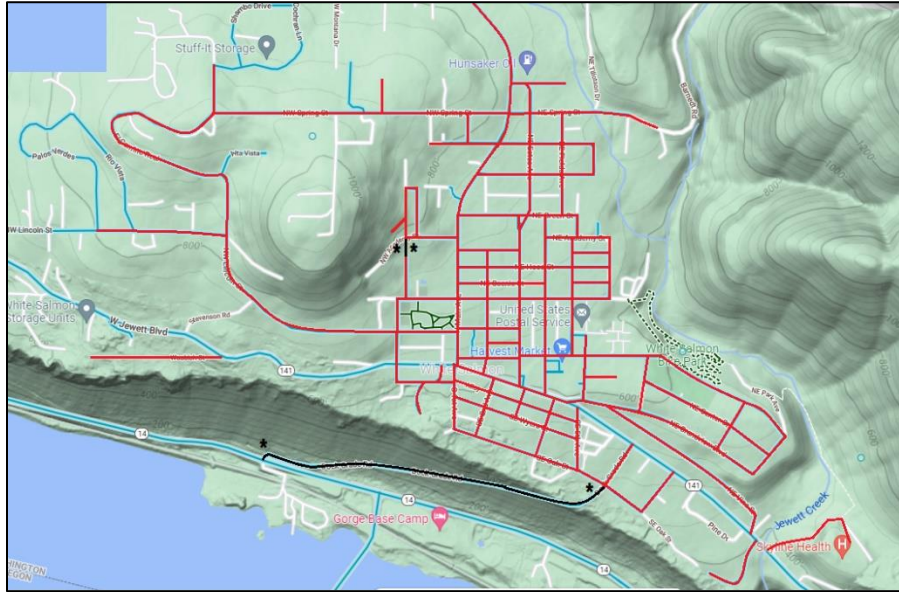
- White Salmon City Hall at (509) 493-1133 or whitesalmonwa.gov
- Local WSDOT Office at (509) 493-2338 or wsdot.wa.gov/travel



A.



SNOW PLOW MAP



City Streets (Red)

Closed Roads (Black)

**Dock Grade Rd*

**Portion of Michigan Ave*

**Non-Plowed Streets
(White/Light Blue)**

DISCLAIMER: This product was prepared by The City of White Salmon and is for informational purposes only. It may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information source to ascertain the usability of the information.

Please note that our City crew makes every effort to plow the streets without pushing snow onto sidewalks and driveway entrances. However, there may be occasions when this is unavoidable. We apologize for any inconvenience this may cause.

City Streets Plowed	City Streets Plowed	Non-Plowed Streets
<i>Emergency Service Routes</i>	<i>Residential Streets</i>	<i>Due to Risk of Damage to Private</i>
El Camino Real NE Estes Ave NE Garfield from NW Lincoln St to NW Washington St Jewett Blvd NW Lincoln Ave N Main Ave NE Skyline Drive NE Snohomish Ave NW Spring St NW Washington St NE Wauna Ave	East/West streets between Spring St to Jewett Blvd and North/South streets in the same area East/West streets Jewett Blvd to Oak St and North/South streets in the same area NW Academy St NW Anchor Ave NE Center Pl NW Cherry St County View Rd within City Limits NW Michigan Ave NE Spring St within City Limits SW Waubish St	NW Academy Ct NW Manley St NW Riverview Dr Wyers End Any Private Road/ Driveway Sidewalks Alleys beyond the Commercial District.



City Snow Plow Policy — Winter 2023-24

City of White Salmon Resident:

This information sheet is designed to provide a comprehensive overview of the City's snow removal procedures.

Snow Plowing Responsibilities

Who will be handling the plowing?

- The City's Public Works team is responsible for plowing the city streets as per our policy.
- The Washington State Department of Transportation (WSDOT) will handle plowing on State Route 14 and Highway 141.
- In the downtown area, the plowing of Highway 141 will be a collaborative effort between the City and WSDOT.
- For private alleys, driveways, fire hydrants, lanes, and sidewalks, we kindly request property owners and tenants to assume responsibility. This is necessary to avoid potential damage to private property.

Snow Accumulation and Plowing Schedule

When does the plowing commence?

- Our plowing operations kick off when there is an accumulation of 3 inches of snow, with each situation being evaluated on a case-by-case basis.

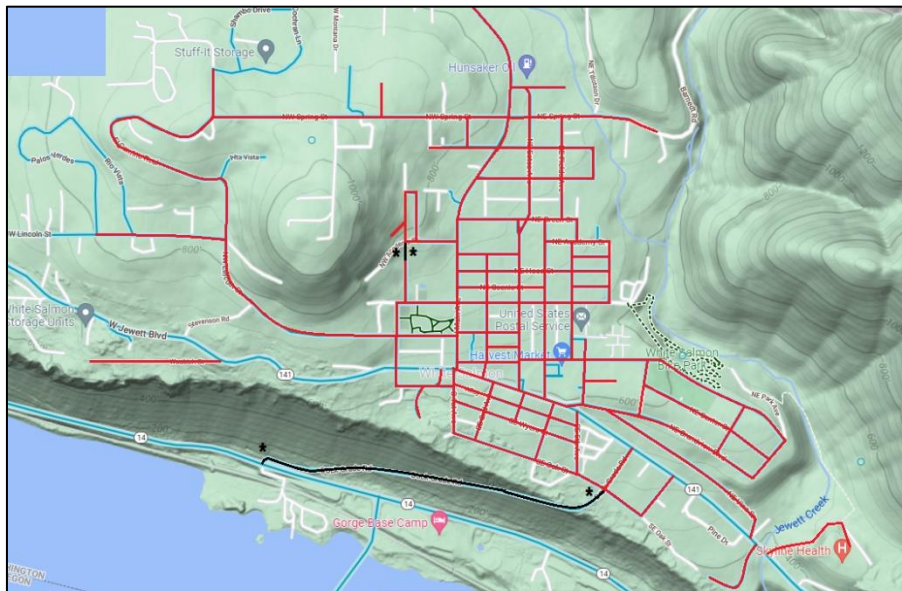
What is the plowing schedule for city streets?

- To understand snow removal on city streets, please refer to the color-coded map or the snow removal plan table.
- Our general working hours for snow removal are from 6:00 AM to 9:00 PM, with flexibility for special emergency conditions.

Proper Snow Piling Locations

Where should snow be piled?

- We request that you pile snow in your yard area and avoid placing it near the curb or pushing it onto the street.



SNOW PLOW MAP

City Streets (Red)

Closed Roads (Black)

**Dock Grade Rd*

**Portion of Michigan Ave*

Non-Plowed Streets (White/Light Blue)

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Política de Remoción de Nieve en la Ciudad — Invierno 2023-24

*Residente de la Ciudad de White Salmon:
Esta hoja informativa está diseñada para brindar una visión integral de los procedimientos de remoción de nieve de la ciudad.*

Responsabilidades de la Remoción de Nieve

¿Quién se encargará de la remoción de la nieve?

- El equipo de Obras Públicas de la Ciudad es responsable de la remoción de nieve en las calles de la ciudad según nuestra política.
- El Departamento de Transporte del Estado de Washington (WSDOT) se encargará de la remoción de nieve en la Ruta Estatal 14 y la Carretera 141.
- En el área del centro, la remoción de nieve en la Carretera 141 será un esfuerzo colaborativo entre la Ciudad y el WSDOT.
- Para callejones privados, entradas, hidrantes contra incendios, callejones y aceras, solicitamos amablemente a los propietarios y arrendatarios asumir la responsabilidad. Esto es necesario para evitar posibles daños a la propiedad privada.

Acumulación de Nieve y Programa de Remoción

¿Cuándo comienza la remoción de nieve?

- Nuestras operaciones de remoción de nieve comienzan cuando hay una acumulación de 3 pulgadas de nieve, evaluándose cada situación de manera individual.

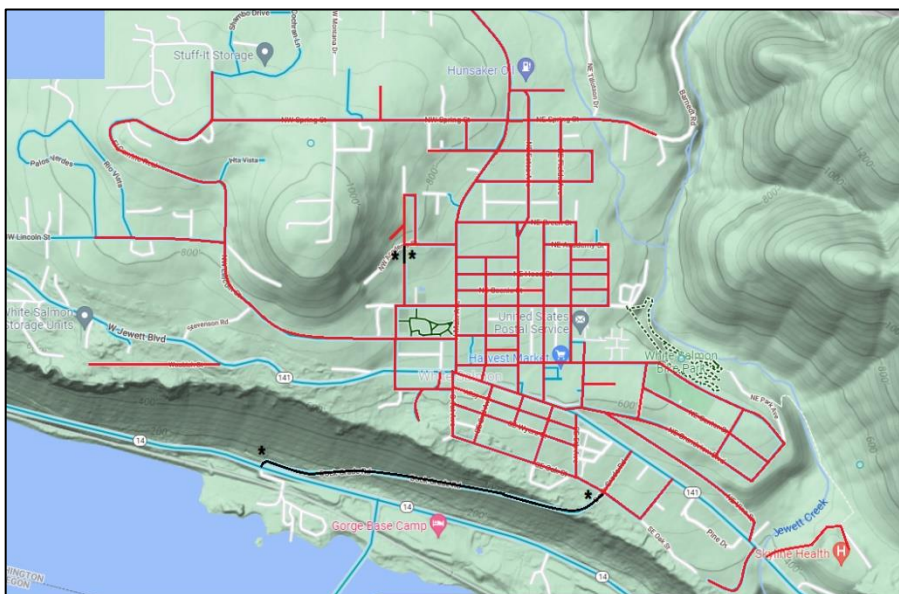
¿Cuál es el programa de remoción de nieve para las calles de la ciudad?

- Para comprender la remoción de nieve en las calles de la ciudad, consulte el mapa codificado por colores o la tabla del plan de remoción de nieve.
- Nuestro horario general de trabajo para la remoción de nieve es de 6:00 AM a 9:00 PM, con flexibilidad para condiciones de emergencia especiales.

Ubicaciones Adecuadas para Acumular Nieve

¿Dónde se debe acumular la nieve?

- Le pedimos que acumule la nieve en su área de césped y evite colocarla cerca de la acera o empujarla hacia la calle.



MAPA DE REMOCIÓN DE NIEVE

Calles de la Ciudad (Rojo)

Carreteras Cerradas (Negro)

*Dock Grade Rd

*Parte de Michigan Ave

Calles No Removidas de Nieve (Blanco/Azul Claro)

DESCARGO DE RESPONSABILIDAD: Este producto fue preparado por la Ciudad de White Salmon y es únicamente con fines informativos. Puede que no haya sido preparado para, o sea adecuado para fines legales, de ingeniería o topografía. Los usuarios de esta información deben revisar o consultar la fuente de datos e información principal para determinar la idoneidad de la información.

Por favor, tenga en cuenta que nuestro equipo de la Ciudad hace todo lo posible por remover la nieve de las calles sin empujarla sobre las aceras y las entradas de las entradas de vehículos. Sin embargo, puede haber ocasiones en las que esto resulte inevitable. Pedimos disculpas por cualquier inconveniente que esto pueda causar.





DEPARTMENT REPORT FINANCE / CLERK

Meeting Date: December 6, 2023
Presented By: Stephanie Porter, Clerk Treasurer

Daily Operations / What’s Happening:
I have Highlight the areas that will be a priority.

- **Public Records Request – 5 request this period**
- **Daily Reconciliation**
- **Quarterly Taxes**
- **Monthly reporting and taxes - Next due in January 2024**
- **September/October/November Monthly Reconciliation**
- **Send Ordinances to Municode for code update.**
- **Reviewing Utility Adjustment**
- **Review and approve Utility Billing**
- **Review and Approve Accounts Payable**
- **Record Retention**
- **Grant quarterly reporting**
- **Working with Anderson Perry** regularly for USDA contractor reimbursements-tracking for the Main line Phase 1 Project.
- **One-Time Leak Forgiveness Applications – 2 new received.**
- **Payment Plan Applications –1 received.**
- **Low Income Utility Discount Program** Application is available on website, program is active. **Number of New Applications this period – 0**
- **Transition from Columbia Bank to 1st Security Bank - Ongoing.**
- **Follow up on existing insurance claims.**
- **Weekly check in meetings with Troy Rosenberg – ongoing communication and training.**
- **Scheduling Translation Services for Public Hearings – maintaining equipment.**
- **Clean up and set up of Council Chambers** for Council Meetings, WSVPD meetings, and Bridge Authority Meetings.

New Projects:

- **Public Hearing Calendar –** December to Public Hearings will include Boards and Committees, Housing Code Updates , Final Budget Amendment for 2023, and Final 2024 Budget Hearing.
- **LOCAL Bond Program –** confirming application deadlines and receiving equipment quotes for a Sweeper Trcka and Bucket Truck to present to the LOCAL Bonding for approval.
- **Intent to Annex received.** Working with Shawn to complete the process.

Existing Projects Progress:

- **Ad Velorum Property Taxes Certification to Klickitat County** -waiting on refund amount from Klickitat County – due to county by 11.30.2023. – **provided to county on 11.20.2023**

- **2024 Budget** – Salary Projections, Benefit Projections, base budget creation, collaboration with department heads, collaboration with city administrator. Preliminary 2024 Budget was presented to the public and council on November 15, 2023. The final Public Hearing will be held December 6.
- **2024 Lodging Tax Committee** Grant Application process- Application Review meeting on November 16 at 5pm. – **3 applications will be presented to council on December 6 for approval.**
- **Annexation of N Main Island** – Completed the Annexation Ordinance and Staff Report. Copies were sent to all parcel owners included in the proposed annexation. The council held their first public hearing for the proposed annexation on October 4 and a second hearing on November 15, 2023. – **annexation approved – documentation has been provided to the Department of Revenue and Klickitat County. A request has been made to the Office of Financial Management for the Annexation and Municipal Boundary Change Certificate. The city is responsible for completing a census of the properties within the annexation. This will be initiated before the 45-day referendum period is completed. (Jan 2024)**
- **Review of existing contracts to identify necessary contract extensions.**
- **Working with Police Department to create a Scope of Work** for a Janitorial Contract for City Hall and the Police Department
- **Communication with PWB** regarding the contract for \$8,045,000 preliminary award for Mainline Phase IIA – Gathering Annual budget information from the last 4 years to provide to PWTF- All financial information provided to PWB, waiting on contract draft. – **still waiting on contract draft. Have reached out to PWB for an update.**
- **Drafting Maintenance Contract** for Well Field Maintenance
- **Working with Springbrook to get access to the Chart of Accounts (budget) for all department heads-** *ongoing.*
- **Working with administration to appoint a Labor Management Board** – part of the MBA.- *ongoing*