



White Salmon City Council Meeting

A G E N D A

January 05, 2022 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 838 3049 6989 Passcode: 641767

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

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

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

II. Changes to the Agenda

III. Consent Agenda

- A. Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP)
- B. Subscriber Agreement, Public Safety Testing 2022-2024, (\$552 annually with annual increase of 3%)
- C. Agreement for Incarceration of City Prisoners (2021-2022, \$13,000 per year)
- D. Public Works Contract Change Order, Klickitat Tree - Increasing Amount by \$7,525 and Extending Contract Date to March 31, 2022
- E. Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies
- F. Memorandum of Understanding, Bingen-White Salmon Police Department and Comprehensive Healthcare and Business Associate/Qualified Organization Agreement
- G. Approval of Meeting Minutes, November 17, 2021
- H. Approval of Meeting Minutes, November 29, 2021
- I. Approval of Meeting Minutes, December 1, 2021
- J. Approval of Meeting Minutes , December 8, 2021 (Minutes will be presented on Monday, January 3, 2022)
- K. Approval of Meeting Minutes, December 15, 2021 (Minutes will be presented on Monday, January 3, 2022)
- L. Approval of Vouchers

IV. Public Comment

Any public in attendance at meeting will be provided an opportunity to make public comment of a general nature (except as identified below) in the time allotted. No registration is required. Public comment can also be submitted via email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, January 5. All written

comments (except as identified below) received by 5:00 p.m. will be read during the City Council meeting.

V. Presentations

A. Gorge Pass, Emily Reed - Columbia Gorge Tourism Alliance

VI. Business Items

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

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

B. Collectively Bargained Agreement, Police Department

1. Presentation
2. Discussion and Action

C. Collectively Bargained Agreement, Municipal Employees

1. Presentation
2. Discussion and Action

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

1. Presentation
2. Discussion and Action

VII. Reports and Communications

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

VIII. Executive Session (if needed)

IX. Adjournment

File Attachments for Item:

A. Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP)



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Water Vendor Agreement with Washington Gorge Action Program,
Low Income Home Water Assistance Program (LIHWAP)
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for the Mayor to sign Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP).

Proposed Motion

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

Move to authorize the Mayor to sign Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP).

Explanation of Issue

Washington Gorge Action Programs is managing a grant program for low-income households to reduce arrearages of water and wastewater billing charges. The agreement defines the conditions that the city agrees so that Washington Gorge Action Program can make assistance payments to the City on behalf of eligible households.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign Water Vendor Agreement with Washington Gorge Action Program, Low Income Home Water Assistance Program (LIHWAP).

WATER VENDOR AGREEMENT

Low Income Home Water Assistance Program (LIHWAP)

This agreement, dated as of December 21, 2021, is entered into by and between Washington Gorge Action Programs, (*Agency*), and City of White Salmon, a supplier of home water and/or waste water, (*Vendor*).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Promptly apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential except as may be required under RCW 42.56 or by a court of competent jurisdiction.
4. Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.

6. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
7. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Name of Company	_____ Name of Company
_____ Date	_____ Date

File Attachments for Item:

B. Subscriber Agreement, Public Safety Testing 2022-2024, (\$552 annually with annual increase of 3%)



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Subscriber Agreement, Public Safety Testing
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for the Mayor to sign Subscriber Agreement with Public Safety Testing for 2022-2024 in the amount of \$552 annually with a 3% increase beginning January 1, 2023.

Proposed Motion

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

Move to authorize the Mayor to sign Subscriber Agreement with Public Safety Testing for 2022-2024 in the amount of \$552 annually with a 3% increase beginning January 1, 2023.

Explanation of Issue

The City uses Public Safety Testing for testing candidates for the position of entry level police officer and lateral police officer. The agreement is for a three-year period charging \$552 annually for 2022 and provides for an annual increase of 3% for 2023 and 2024. The agreement provides for termination with a 60-days written notice.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign Subscriber Agreement with Public Safety Testing for 2022-2024 in the amount of \$552 annually with a 3% increase beginning January 1, 2023.



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of White Salmon, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: City of White Salmon, WA

POSITIONS: ☐ Law Enforcement Officer (entry-level)
☒ *Check all that apply* ☐ Law Enforcement Officer (lateral/experienced)

COMMENCEMENT DATE: January 1, 2022

PROFESSIONAL FEES: ☒ Law Enforcement Officer written &/or physical ability testing
• Year #1 @ \$552 annually
• Subsequent years (beginning January 1, 2023) will include an annual increase of three percent (3%).

TERMINATION: This agreement terminates:
☒ *Select one* ☐ December 31, 2022
☐ December 31, 2024
☐ This agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees, the first commencing January 1, 2023.

RECRUITING AT PST WRITTEN EXAM EVENTS ☐ Opportunity for Subscriber to recruit candidates at PST written exam events. Written exams occur in-person or virtual (online, in-home). Subscriber may appear in-person (in-person exam locations) or via 60-second video provided by Subscriber (in-person exam location or virtual exam). Subscriber will be invoiced \$10 per candidate that adds Subscriber agency to their list prior to the start of the exam.
☒ *Check to request*

- FINANCIAL HARDSHIP WAIVER Subscriber agrees to pay candidate financial hardship waivers, each
➡ *Check to request* pre-approved by the Subscriber at the following rates:
 ☐ \$50 for Law Enforcement written examination

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

1.1 Advertising and recruiting assistance, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.

1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, and, through a network of partner gym and fitness facilities.

1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%. For dispatcher candidates, the typing test results will be reported as words per minute (wpm) and accuracy rate (%).

1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim

or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment due within 30 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other

subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.

- 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
 - 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
 - 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
 - 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
 - 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2021.

CITY OF WHITE SALMON, WA

By: _____

Print: _____

Its: _____

Contact: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Invoicing Preference (select one):

- ☐ US Postal Service Mail
☐ Electronic via Email @

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

PUBLIC SAFETY TESTING, INC.

By:  September 8, 2021

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

File Attachments for Item:

C. Agreement for Incarceration of City Prisoners (2021-2022, \$13,000 per year)



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Agreement for Incarceration of City Prisoners, Klickitat County
Presented By: Jan Brending, Clerk Treasurer and Mike Hepner, Police Chief

Action Required

Authorization for Mayor to sign Agreement for Incarceration of City Prisoners, Klickitat County.

Proposed Motion

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

Move to authorize the Mayor to sign Agreement for Incarceration of City Prisoners, Klickitat County retroactive to January 1, 2020 through 45 days after December 31, 2022 for an annual cost of \$13,000 per year.

Explanation of Issue

The City of White Salmon uses Klickitat County for jail (incarceration) services. The city approved a one-year extension of an existing agreement in early 2020 which was never signed by the county. The attached agreement is retroactive to January 1, 2020 and continues until 45 days after December 31, 2022. The amount of the annual fee is \$13,000.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign Agreement for Incarceration of City Prisoners, Klickitat County retroactive to January 1, 2020 through 45 days after December 31, 2022 for an annual cost of \$13,000 per year.

Klickitat County/City of White Salmon

Agreement for Incarceration of City Prisoners

THIS AGREEMENT is made and entered into by and between KICKITAT COUNTY, a municipal corporation, having its principal offices at 205 S Columbus Ave, Goldendale, Washington, 98620 (The County) and City of White Salmon (Contract Agency), having its principal offices at 142 E Jewett Blvd, White Salmon, Washington, 98672.

WHEREAS the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows;

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Klickitat County Sheriff's Office, Corrections Division, 205 S. Columbus Ave, Goldendale, Washington, 98620.

2. DETENTION/INCARCERATION:

The County shall incarcerate persons received from Contract Agency until the following occur:

- a. Expiration of the term of confinement as indicated in a Warrant or Order of Commitment; or

- b. Upon posting of bail; or
- c. Receipt of a directive from law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or
- d. For those held upon probable cause without judicial process upon the passage of forty-eight (48) hours; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided the Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3. **CONTRACT REPRESENTATIVES:**

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Klickitat County Sheriff's Office
 205 S Columbus, MS-CH-7 Goldendale, WA 98620
 Technical: Chief Jail Carmen Knopes
 Financial: Chief Civil Clerk Karen Elings
 Phone: 509-773.4455
 Fax: 509-773-6575

Contract Agency: City of White Salmon
 PO Box 2139, White Salmon, WA 98605
 Technical: Chief of Police Mike Hepner
 Financial: White Salmon City Clerk
 Phone: 509-493-1177 Bingen-White Salmon Police Department
 Fax: 509-493-1007 Bingen-White Salmon Police Department
 Phone: 509-493-2122 City of Bingen

4. REVIEW:

The County and the Contracting Agency agree that the Chief Jail Deputy Knopes responsible for the Jail and the Bingen-White Salmon Chief of Police of the Contract Agency, will meet quarterly to discuss this agreement and to address any differences between them as to the application of the agreement. Any discrepancies between the County and the Contract Agency should be addressed as soon as possible to ensure the agreement is being implemented according to the intent of the parties.

5. PAYMENT:

The contract agency has agreed to pay \$13,000 annually by making quarterly payments to the Klickitat County Sheriff's Office, to house their inmates in Klickitat County Jail, plus pay all medical cost related to contract agency inmates during their incarceration at Klickitat County Jail.

6. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contract Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners.

7. Determination of Case Status:

The Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies and which as gross misdemeanors/misdemeanors. Nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to conviction as provided in RCW 70.48.130.

- a. Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 8.
- b. Billing. The County will bill the Contracting Agency on A Quarterly basis for all amounts due to the County under this Agreement for the services rendered in the prior calendar quarterly month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of the quarterly invoice.

8. MEDICAL COSTS AND TREATMENT:

- a. Services Provided. Upon transfer of custody of a prisoner to the County, the County will provide or arrange for such medical, psychiatric, and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the policies and rules of the County jail. The County contracts with a health care consultant for in-house medical care in the jail. The costs of these services are included in the annual contract rate charged to contract agency.

- b. Cost Responsibility. Pursuant to RCW 70.48.130, the County shall provide routine and regular health care checkups on the Contract Agency inmates. The Contract Agency shall be responsible for any extraordinary or emergency medical costs incurred by the City's inmates provided, if at all reasonably practicable, the County shall provide the Contract Agency notice prior to incurring any extraordinary or emergency medical costs. Such extraordinary or emergency medical costs shall include but not be limited to surgeries, treatment of broken bones, major dental care, or any medical or dental services that require the inmate to leave the jail facility. The Contract Agency shall not be responsible for the costs for any medical treatment that is required due to injuries sustained while the inmate is incarcerated in the County jail or while the inmate is working on the Klickitat County Sheriff's Non-Custody Work Crew Program that result from injury caused by other inmates, or injuries that are caused by property or persons under the control and supervision of the Klickitat County Sheriff's Office. Prisoners arrested and confined on warrants issued in Klickitat County shall be the responsibility of the originating agency. Outside warrants will be the responsibility of Klickitat County for Medical payments.
- c. Emergency. Non-emergent and Non-Hospital Care outside the Jail. For emergency hospital care outside of the jail, the County will notify the Contract Agency within four (4) hours of transport at (509)493-1177. This is the phone number to the Bingen-White Salmon Police Department.
- d. Pre-Confinement Consents or refusals. If a Contract Agency prisoner has received or refused any medical, psychiatric, or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.
- e. Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.
- f. Records. The County shall keep records of all medical, psychiatric, or dental services it provides to a prisoner as required by law.
- g. No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the provisions of this agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third party.

9. TRANSPORTATION OF CONTRACT PRISONERS:

- a. Transport without Cost. Contract Agency shall provide or arrange for transportation of its prisoners to and from the Klickitat County Jail except when the transportation is determined by

County staff to be necessary to secure emergency medical evaluation or treatment or when transportation is required to support the orderly operation of the Jail.

- b. Transport with Costs. The Contract Agency shall be responsible for transportation of all its prisoners to the jail facilities for initial booking. The Contract Agency shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Municipal Court if outside the Klickitat County Court House located at the Pioneer Center, 501NE Washington St, White Salmon, WA 98672. For any additional transports by the County required by court order, to secure emergency medical treatment, or made at the Contract Agency's request, the Contract Agency shall reimburse the County at Fifty dollars {\$50) per hour, per officer which fee will not include any time other than that necessary to transport City inmates and await the conclusion of the appearance of said inmates. There shall be no fee for the County providing for the appearance of inmates by video, and the County shall arrange for such appearances upon request of the City or the West District Court of Klickitat County.
- c. Contract Agency Transport. The Contract Agency shall provide at least 24 hours written notice to the County prior to transporting a prisoner from the County Jail. Except as limited by Section 8(a), the Contract agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

10. TRANSFER OF CUSTODY:

- a. Commencement of Custody by County. Custody of a Contract Agency's prisoner to the County shall be deemed transferred when officers from the Klickitat County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if available by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to insure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or actions resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency prisoner is transferred to the County, the Contract Agency prisoner shall be subject to all applicable rules, regulation and standards governing operation of the County jail, including any emergency security rules imposed by the Chief Civil/Jail Deputy or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

- b. Further Transfer of Custody. Except as otherwise allowed by Section 11 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.
- c. Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, the discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.
- d. Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

11. RIGHT TO REFUSE/ RETURN PRISONER:

- a. Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency prisoner who appears in need of medical, psychiatric, or dental attention, until the Contract Agency has provided medical, psychiatric, or dental treatment to the prisoner to the satisfaction of the County.

12. REMOVAL FROM JAIL - OTHER GROUNDS:

The Contract Agency's prisoners may be removed from the County jail for the following reason(s):

- a. Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.
- b. Court Order. By order of a court having jurisdiction over a Contract Agency's prisoner. In such case, transport, if any, will be pursuant to Section 8 above.
- c. Treatment Outside of Jail. For medical, psychiatric, or dental treatment or care not available within the County jail.
- d. Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the prisoner(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the

whereabouts of the prisoner(s) so removed and shall exercise alt reasonable care for the safekeeping and custody of such prisoner{s}.

13. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

- a. Termination by County. In the event of a notice of termination from the County in accordance with Section 22 below, it shall be the County's obligation to transport the Contract Agency's prisoners to the Contract Agency, at no expense to the Contract Agency.
- b. Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 22 below, it shall be the Contract Agency's obligation to transport the Contract Agency's prisoners at its own expense, on or before the effective date of such termination.

14. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

- a. Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. The Contract Agency's prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to the Contract Agency's prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to prisoners confined pursuant to this Agreement as applied to other prisoners confined to the Jail.
- b. Prisoner Accounts. The County shall establish and maintain an account for each prisoner received from the Contract Agency and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for person needs.
- c. Programs. The County shall provide the Contract Agency's prisoners with access to all educational, recreational, and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.
- d. Serve Time Outside of Facility. The Contract Agency's prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

15. ACCESS TO FACILITY AND PRISONERS:

- a. Access to Facility. The County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws.
- b. Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

16. ESCAPES AND DEATHS:

- a. Escapes. In the event of an escape by a Contract Agency's prisoner from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The county will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.
- b. Deaths. In the event of a death of a Contract Agency prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Klickitat County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation. The County shall release jurisdiction of the body to the Klickitat County Coroner.

17. POSTING OF BAIL:

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be forwarded to the proper agency the next business day.

18. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's prisoners consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

19. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

- a. The Contract Agency. The Contract Agency agrees to defend, indemnify, and hold harmless the County, its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage, and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:

1. The Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees, and agents;
2. Wrongful detention of a Contract Agency prisoner as a result of the Contract Agency's actions;
3. Failure or refusal to timely release a Contract Agency prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- b. The County. The County agrees to defend, indemnify, and hold harmless the Contract Agency, its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage, and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:
 1. The County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees, and agents;
 2. Wrongful detention of a Contract Agency prisoner as a result of the County's actions;
 3. County's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, The County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- c. Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of Section 19 INDEMNIFICATION HOLD HARMLESS AND INSURANCE shall survive the termination or expiration of this Agreement.

20. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

21. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Klickitat County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

22. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

23. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective one hundred twenty (120) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected prisoners, if any.

24. DURATION:

The term of this Agreement shall be for a period of three (3) years from January 1, 2020 through December 31, 2022 plus forty-five (45) days. Nothing in this agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

25. MODIFICATION:

This Agreement may only be modified by written instrument signed by both parties.

26. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Klickitat County Superior Court.

27. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance, or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

The Contract Agency agrees to allow the County access and use of the Contract Agency's drug/detection dog as needed by the County whenever acceptable.

28. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

29. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on December 31, 2022 or as otherwise provided in Section 24, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Bingen to contract with Klickitat County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general fund budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 23, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.

- g. Selection of Administrator. The Sheriff of Klickitat County shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2022.

CITY OF WHITE SALMON
A MUNICIPAL CORPORATION

Mayor Marla Keethler

ATTEST:

City Clerk Jan Brending

APPROVED AS TO FORM:

Kenneth Woodrich
City Attorney

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

David Sauter, Chairman

Jacob Anderson, Commissioner

Dan Christopher, Commissioners

Bob Songer, Sheriff

ATTEST:

Clerk of the Board

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

David R. Quesnel
Klickitat County Prosecuting Attorney

File Attachments for Item:

D. Public Works Contract Change Order, Klickitat Tree - Increasing Amount by \$7,525 and Extending Contract Date to March 31, 2022



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Public Works Contract, Change Order No. 1, Klickitat Tree Operations LLC
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for Mayor to sign Change Order No. 1 to Small Public Works Agreement with Klickitat Tree Operations LLC for 2021 Tree Maintenance increasing the contract by \$7,525.00 to \$16,931.25 and changing the contract date from December 31, 2021 to March 31, 2022.

Proposed Motion

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

Move to authorize the Mayor to sign Change Order No. 1 to Small Public Works Agreement with Klickitat Tree Operations LLC for 2021 Tree Maintenance increasing the contract by \$7,525.00 to \$16,931.25 and changing the contract date from December 31, 2021 to March 31, 2022.

Explanation of Issue

The City of White Salmon entered into a contract with Klickitat Tree Operations LLC for tree maintenance in the amount of \$9,406.25. The city identified additional trees within the city's right-of-way that need maintenance. The additional work will cost \$7,525.00, including sales taxes, increasing the contract amount to \$16,931.25. In addition, due to a late start and weather issues the contract date needs to be extended to March 31, 2022.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign Change Order No. 1 to Small Public Works Agreement with Klickitat Tree Operations LLC for 2021 Tree Maintenance increasing the contract by \$7,525.00 to \$16,931.25 and changing the contract date from December 31, 2021 to March 31, 2022.

CHANGE ORDER

Change Order No. 1

Date of Issuance: January 5, 2021

Owner: City of White Salmon, Washington

Contractor: Klickitat Tree Operations LLC

Project: 2021 Tree Maintenance and Removal

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

Description of Changes	Decrease in Contract Price	Increase in Contract Price
Change in scope of work as attached.		\$7,000.00
Sales Taxes		\$525.00
Total Change		\$7,525.00
Justification		
The City has requested additional maintenance and/or removal of the trees identified in the attached Exhibit A to this Change Order. The contract date is also changed from December 31, 2021 to March 31, 2022 due to the additional work required of the contract and change in weather conditions delaying work.		
The amount of the Contract will be increase for this Change Order by the sum of:		\$7,525.00
Total Contract Price prior to this Change Order:		\$9,406.25
The Contract Price incorporating this Change Order:		\$16,931.25
Contract date prior to this Change Order:		December 31, 2021
Date Ready for Final Payment prior to this Change Order:		December 31, 2021
Revised Contract Date:		March 31, 2022
Revised Date Ready for Final Payment		March 31, 2022

ACCEPTED:

BY: _____
Klickitat Tree Operations LLC (Contractor)

Title: _____

Date: _____

ACCEPTED:

BY: _____
City of White Salmon (Owner)

Title: _____

Date: _____



City of White Salmon Building Department

EXHIBIT "A" to Change Order No. 1

Right-of-way trees

1. All the trees on 4th between SE Oak and SE Wyers
KBJ: sidelimb from ROW center to X' and 14' vertical clearance
2. 280 SE 5th (tree on SE Oak)
KBJ: Remove deadwood/prune view to stop sign
3. 292 SE. 3rd (tree on Wyers)
KBJ: 1st oak-prune off big, branch over Wyers, @ NW corner; prune out deadwood
2 oaks over street at this location
4. 392 SE Oak (Tree on corner of Oak and 4th)
KBJ: Sequoia @ stop sign (?), Oak?
5. 594 Grandview (corner of Grandview and o'Keefe)
KBJ: ? 2 x U shaped doug firs on Grandview flagged, but sightline blocked by
O'Keefe doug fir branches
6. Full length of Tohomish at bike park
KBJ: dying doug firs, others?
7. Corner of Okeefe and Tohomish at softball field
KBJ: Prune 2 x oaks adjacent to electric box
8. 596 Tohomish
KBJ: ? Ponderosa pine with included bark/co-dominant stems
9. 690 SE Vine (just west of)
KBJ: Prune to 14'
10. 705 Vine
KBJ: Prune? PUD one sided, even out? Heritage tree
11. 790 Vine (remove)
KBJ: volunteer big leaf maple
12. 676 Vine
KBJ: Oak, prune
13. 273 NE Wisconsin
KBJ: Big Leaf Maple, prune?
14. 296 NE Wisconsin
KBJ: Maple @ power pole, volunteer, remove? Prune?
15. 687 N. Main Ave (Tree on Green St.)
KBJ: Big Leaf Maple, Prune?
16. 136 NE Green
KBJ: Prune Oak
17. 180 NE Green
KBJ: Prune Oak
18. 670 NE Estes Ave (Tree on corner of Green and Estes)
KBJ: Cedar with sweep, Remove?
19. 990 N Estes (tree on Spring St.)
KBJ: Multi stem douglas fir, sidelimb? Remove?

OTHERS NOTED

- 20. 610 Vine St. West of 610, front of property on Grandview, Ponderosa Pine pink flagged, heritage tree? Needs limbed up to be 14' above roadway.
- 21. Dock Grade Rd @ Oak: weeping cheery from private property at Stop Sign
- 22. East of 521 Jewett/Farmers' Insurance, prune out deadwood in locust trees over sidewalk (walk route to school)
- 23. 244 Green Street. City Trees? 2 x locust trees with trunk defects
- 24. 250 Spring Street, opposite side of street douglas fir branches in roadway

File Attachments for Item:

E. Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies
Presented By: Jan Brending, Clerk Treasurer and Marla Keethler, Mayor

Action Required

Adoption of Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies.

Proposed Motion

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

Move to adopt Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies.

Explanation of Issue

It is recommended that the City of White Salmon provide for a childcare stipend for volunteer members of city committees, board, and commissions. Members of committees, boards, or commissions would be reimbursed for the actual cost of childcare up to \$12 per hour. City Council Members and staff are not eligible for the stipend. Providing the stipend may encourage members of the public to volunteer to serve on the city's committees, boards or commissions whereby they might not be able to do so because of the need for childcare.

Staff Recommendation

Staff recommends the council adopt Resolution 2022-01-434, Authorizing Childcare Stipend for Volunteer Members of City Public Bodies.

RESOLUTION 2022-01-534

A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON AUTHORIZING PAYMENT OF A STIPEND TO REIMBRUSE ACTUAL CHILDCARE COSTS INCURRED BY VOLUNTEER MEMBERS OF CITY PUBLIC BODIES TO ATTEND PUBLIC MEETINGS

WHEREAS, the City of White Salmon relies heavily upon the volunteer time, efforts and energy of its residents to serve on various boards, commissions and committees, such as Planning Commission, Personnel and Finance Committee, City Operations Committee, Community Development Committee, Tree Board, CityLab Board, and Lodging Tax Advisory Committee; and

WHEREAS, while the City of White Salmon does not typically pay compensation or a stipend for the time devoted to such volunteer service, the City Council wants to reduce barriers to participation for this work in terms of paying for childcare while these volunteers attend meetings related to city business; and

WHEREAS, the City of White Salmon feels it is important to provide for a policy that includes providing the childcare stipend information when advertising a vacancy, providing documentation on the reimbursement form, and determining an appropriate dollar amount per hour.

NOW, THEREFORE, BE IT RESOLVED that the City of White Salmon authorizes the reimbursement of members of the following public bodies to obtain childcare for any dependent minor child of the member for any time during which members of these bodies are attending public meetings associated with their committee, commission and/or board duties:

- Planning Commission
- Personnel and Finance Committee
- City Operations Committee
- Community Development Committee
- Tree Board
- CityLab Board
- Lodging Tax Advisory Committee

Members shall submit documentation of childcare costs incurred in the previous month while attending public meetings associated with their committee, commission, or board duties.

Members shall be reimbursed within 30 days of presenting the documentation up to a maximum of \$12 per hour of qualifying childcare.

This Resolution shall not apply to members of the City Council or staff of the City of White Salmon.

PASSED AND ADOPTED by the City Council of the City of White Salmon, Washington on this 5th day of January, 2022.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Brending, Clerk Treasurer

Kenneth B. Woodrich, City Attorney

File Attachments for Item:

F. Memorandum of Understanding, Bingen-White Salmon Police Department and Comprehensive Healthcare and Business Associate/Qualified Organization Agreement



CONSENT AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: January 5, 2022
Agenda Item: Memorandum of Understanding Between Bingen-White Salmon Police Department and Comprehensive Healthcare and Business Associate/Qualified Service Organization Agreement between Comprehensive Healthcare and Bingen-White Salmon Police Department
Presented By: Mike Hepner, Police Chief

Action Required

Authorization for Mayor to sign 1) Memorandum of Understanding Between Bingen-White Salmon Police Department and Comprehensive Healthcare and 2) Business Associate/Qualified Service Organization Agreement between Comprehensive Healthcare and Bingen-White Salmon Police.

Proposed Motion

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

Move to authorize the Mayor to sign 1) Memorandum of Understanding Between Bingen-White Salmon Police Department and Comprehensive Healthcare and 2) Business Associate/Qualified Service Organization Agreement between Comprehensive Healthcare and Bingen-White Salmon Police.

Explanation of Issue

The Memorandum of Understanding establishes a reciprocal relationship which will facilitate professional, appropriate, effective and confidential services to persons who are contacted by Bingen-White Salmon Police Department and referred to the services of Comprehensive Healthcare.

The Business Associate/Qualified Service Organization Agreement addresses the protection of privacy of Protected Health Information and is necessary to comply with HIPAA and HIPAA Regulations as well as the Confidentiality of Substance Use Disorder Patient Records.

The City Attorney has reviewed these documents.

Staff Recommendation

Staff recommends the council authorize the Mayor to sign 1) Memorandum of Understanding Between Bingen-White Salmon Police Department and Comprehensive Healthcare and 2) Business Associate/Qualified Service Organization Agreement between Comprehensive Healthcare and Bingen-White Salmon Police.

MEMORANDUM OF UNDERSTANDING
(MOU)
BINGEN-WHITE SALMON POLICE DEPARTMENT AND
COMPREHENSIVE HEALTHCARE

I. Introduction:

This agreement between the City of White Salmon on behalf of the Bingen-White Salmon Police Department (herein also referred to as BWSPD or City) and Comprehensive Healthcare (herein after referred to as COMPREHENSIVE or Contractor) establishes a reciprocal relationship which will facilitate professional, appropriate, effective and confidential services to persons who are contacted by Bingen-White Salmon Police Department and referred to the services of COMPREHENSIVE.

II. It is mutually agreed that the Bingen-White Salmon Police Department shall:

- A. Allow COMPREHENSIVE staff, identified as a Designated Crisis Responder (DCR), to ride along with a patrol officer during their shift, at the discretion of the Chief of Police or his designee.
- B. Provide training for COMPREHENSIVE staff, as determined necessary by BWSPD, that will promote safe interactions and responses when contacting individuals, or is otherwise necessary for BWSPD operations. BWSPD shall not be responsible for training related to COMPREHENSIVE's professional training and expertise.
- C. Notify COMPREHENSIVE supervisors prior to any DCR interviews pertaining to BWSPD internal investigations or other incidents where the DCR did not have direct involvement or did not witness.

III. It is mutually agreed that Comprehensive shall:

- A. Screen individuals as requested by BWSPD officers to determine the need for further evaluation or provide referral and resource information.
- B. Facilitate Diversion referral process if determined appropriate.
- C. If the need for further evaluation by a DCR is necessary, will either facilitate referral to primary DCR or will conduct the evaluation on their own.
- D. Provide consultation and in-service training to staff of the BWSPD when needed, during scheduled hours. COMPREHENSIVE shall not be responsible for training related to BWSPD's law enforcement training and expertise.
- E. Cooperate with all criminal prosecutions to include being called as a witness.

- F. Bear all expenses relevant to hiring, employing and training the DCR's assigned to the BWSPD to fulfill the terms of this Agreement.
- G. Allow the assigned DCR to be screened for a Criminal Background Check to comply with FBI Criminal Justice Information Services (CJIS) security requirements.
- H. DCR's will comply with providing written or oral statements with regards to incidents that they witnessed or heard as it occurred during their scheduled work shift.
- I. DCR's will participate in requested interviews that pertain to incidents that they had direct involvement in or observed.
- J. At all times during performance of the Services, the COMPREHENSIVE staff shall secure and maintain in effect insurance to protect the City of White Salmon (the City) and COMPREHENSIVE from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of COMPREHENSIVE. COMPREHENSIVE shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

Commercial Liability Insurance.

COMPREHENSIVE shall provide the City with a certificate of insurance as proof of commercial General liability insurance with a minimum liability limit of five million dollars (\$5,000,000) per occurrence combined single limit bodily injury and property damage, and five million dollars (\$5,000,000) general aggregate. COMPREHENSIVE shall maintain this policy or equivalent at all times while performing services to the City and shall provide a certificate of insurance in the event of coverage or provider changes. If COMPREHENSIVE carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected officials, officers, agents, and employees shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected officials, officers, agents, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

Professional Liability Insurance.

COMPREHENSIVE shall provide the City with a certificate of insurance as evidence of professional liability coverage covering services provided pursuant to this Agreement with a limit of five million dollars (\$5,000,000) for each wrongful act and an annual aggregate limit of five million dollars (\$5,000,000). This certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in

effect. COMPREHENSIVE shall maintain this policy or equivalent at all times while performing services to the City and shall provide a certificate of insurance in the event of coverage or provider changes. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the date of execution of this Agreement, or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement and for a minimum of three (3) years following the termination of this Agreement.

IV. Both Parties Agree:

Nondiscrimination: They shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

Maintain Confidentiality: The confidentiality and exchange of client information between BWSPD and COMPREHENSIVE will be governed by the provision of the federal and state regulations governing RCW 71.05; RCW 71.34; and RCW 70.02.

Indemnification and Hold Harmless: COMPREHENSIVE agrees to protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of COMPREHENSIVE, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both COMPREHENSIVE and the City (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between COMPREHENSIVE and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

Termination and Notice: This Agreement may be terminated by either party by giving not fewer than thirty (30) days' written notice of termination to the other party. The termination will not be effective until the other party is in receipt of the notice of termination. Notices under this

Agreement shall be deemed to be received if personally delivered or sent via Certified Mail, return receipt requested or a delivery service such as Federal Express or equivalent with tracking capabilities and sent to the notice address provided below:

Comprehensive Healthcare:

Jodi Daly, CEO
Comprehensive Healthcare
402 South 4th Ave.
Yakima, Washington 98902

BWSPD:

Chief Mike Hepner
Bingen-White Salmon Police Department
142 E. Jewett Blvd.
White Salmon, Washington 98672

V. **Property Rights:**

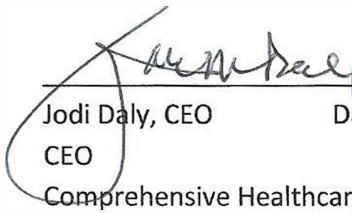
All records or papers of any sort relating solely to the Contractor's operations and services to the City and to the project shall be made available for City's review and a copy shall be provided upon City's reasonable request. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

VI. **Term**

This agreement shall be effective for a period of one year from the date of execution by the parties hereto and may be extended on an annual basis by mutual written agreement of the parties.

[Signatures appear on next page]

VII. Signatures:

 12/20/21

Jodi Daly, CEO Date
CEO
Comprehensive Healthcare

Marla Keethler Date
Mayor
City of White Salmon

Approved as to Form:

Kenneth B. Woodrich, City Attorney

BUSINESS ASSOCIATE/ QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate/ Qualified Service Organization Agreement ("BAA/QSO Agreement") is

between

Comprehensive Healthcare

(Covered Entity)

and

BINGEN-WHITE SALMON POLICE DEPARTMENT

(Business Associate)

Recitals

Covered Entity will make available and/or provide certain Protected Health Information and Records (as defined below) to Business Associate in the course of the parties' relationship.

Business Associate will make available and/or provide certain Protected Health Information and Records (as defined below) to Covered Entity in the course of the parties' relationship.

In order to protect the privacy of the Protected Health Information and to comply with HIPAA and the HIPAA Regulations (as defined below) as well as the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2; Covered Entity and Business Associate desire to enter into this BA/QSO Agreement setting forth the terms and conditions of use and disclosure of Protected Health Information.

In consideration of the mutual promises set forth below, the parties agree as follows:

Article 1: Definitions

- 1.1 **Business Associate.** "Business Associate" shall mean (insert name of Business Associate).
- 1.2 **Confidentiality Rule.** "Confidentiality Rule" shall mean the Confidential of Substance Use Disorder Patient Records in 42 CFR Part 2.
- 1.3 **Covered Entity.** "Covered Entity" shall mean Comprehensive Healthcare
- 1.4 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.5 **HIPAA.** "HIPAA" means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-91.

- 1.6 **HIPAA Regulations.** "HIPAA Regulations" mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including the Privacy Rule.
- 1.7 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.8 **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity. The term Protected Health Information shall also include "Records" as provided herein.
- 1.9 **Records.** "Records" shall have the same meaning as the term "records" in 42 CFR §2.11.
- 1.10 **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- 1.11 **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or the Secretary's designee.
- 1.12 **General Rule.** Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule.
- 1.13 **Qualified Service Organization.** "Qualified Service Organization" shall have the same meaning as the term "Qualified Service Organization" in 42 C.F.R. § 2.11.
- 1.14 **Substance Abuse Confidentiality Regulations.** "Substance Abuse Confidentiality Regulations" shall mean the regulations promulgated by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, including the Confidentiality Rule.

Article 2: Obligations and Activities of Business Associate

- 2.1 **Prohibitions.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the BA/QSO Agreement or as required by applicable federal or state laws and regulations.
- 2.2 **Qualified Service Organization.** Business Associate acknowledges that it may also be a Qualified Service Organization as defined in 42 CFR 2.11 and as such: (i) acknowledges that, to the extent it receives, stores, processes or otherwise deals with any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, it is fully bound by the regulations in 42 CFR Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, except as permitted by 42 CFR Part 2.

- 2.2 **Safeguards.** Business Associate agrees to implement and use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this BA/QSO Agreement. Agrees that, when Business Associate uses, discloses, or requests Protected Health Information, it will limit the use, disclosure, or request to the minimum necessary. Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any Protected Health Information or Records received from the Covered Entity identifying or otherwise relating to the patients within the Covered Entity, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162, and 164.
- 2.3 **Mitigation.** Business Associate agrees to mitigate promptly, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the BA Agreement, the Privacy Rule, Confidentiality Rule or other applicable federal or state law and regulations.
- 2.4 **Reports of Improper Use or Disclosure.** Business Associate agrees to immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware. Business Associate also agrees to immediately report to Covered Entity about any complaint that the Business Associate receives concerning the handling of Protected Health Information or compliance with this BA Agreement. Business Associate must notify Covered Entity of any Breach relating to Unsecured Protected Health Information, which notice shall be in compliance with the requirements of the HITECH Act and shall be given to Covered Entity at its designated address for receiving such notices, as soon as practicable and without unreasonable delay, and in no case later no later than five (5) business days after such breach is discovered by Business Associate. Such notice shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been breached, along with other available information that Covered Entity may be required to include in its notification to the individual. Notice to Covered Entity may be given by email, return receipt requested or certified mail, return receipt requested. If Business Associate learns subsequent to its initial notification to Covered Entity of any additional information that Covered Entity may need for its required notification to individuals, Business Associate shall promptly notify Covered Entity of such information in the same manner as specified above.
- 2.5 **Disclosures to Agents and Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.308(b)(2), and 42 CFR Part 2 if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- 2.6 **Access.** To enable the Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate agrees to make Protected Health Information in Designated Record Sets that are maintained by Business Associates or its agents or subcontractors available to Covered Entity for inspection and

copying within ten (10) days of a request by Covered Entity. If an Individual requests inspection and copying of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify the Covered Entity in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, Covered Entity's direction in a timely manner regarding the response to the Individual regarding the request for inspection and copying.

- 2.7 **Amendment.** To enable the Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that are maintained by Business Associate or its agents or subcontractors that the Covered Entity directs or agrees to pursuant to 45 CFR § 164 within ten (10) days of a request by Covered Entity. If an Individual requests amendment of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify the Covered Entity in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, Covered Entity's direction in a timely manner regarding the response to the Individual regarding the request for amendment.
- 2.8 **Federal Government Officials.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall notify Covered Entity regarding any Protected Health Information that Business Associate provides to the Secretary concurrently with providing such Protected Health Information to the Secretary, and upon Covered Entity's request, shall provide Covered Entity with a duplicate copy of such Protected Health Information.
- 2.9 **Documentation of Disclosures.** Business Associate agrees to implement a process for documenting such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- 2.10 **Accounting of Disclosures.** Business Associate agrees to provide to Covered Entity the information collected in accordance with Section 2.9 of this BA Agreement within ten (10) days of the Covered Entity's request in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. If an individual requests an accounting directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the request, and shall defer to, and comply in a timely manner with, Covered Entity's direction regarding the response to the Individual regarding the request for an accounting.

Article 3: Permitted Uses and Disclosures by Business Associate

- 3.1 **Specific Purposes.** Business associate may only use or disclose protected health information as required or permitted by law.
- 3.2 **Legal Responsibilities.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- 3.3 **Reporting Law Violations.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Article 4: Obligations of Covered Entity

- 4.1 **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2 **Individual Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3 **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 and 42 CFR Part 2 , to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 4.4 **Prohibited Requests.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Confidentiality Rule if done by Covered Entity.

Article 5: Term and Termination

- 5.1 **Term.** The Term of this BA Agreement shall be effective as of the date signed, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- A. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- B. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

5.3 **Effect of Termination.**

- A. Except as provided in paragraph (B) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- B. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall thereafter extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- 5.4 **Survival.** The respective rights and obligations of Business Associate under this Article 5 shall survive the termination of this BA Agreement.

Article 6: Miscellaneous

- 6.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and the Confidentiality Rule.
- 6.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- 6.4 **State Law.** In addition to HIPAA and the HIPAA Regulations, Business Associate shall comply with all applicable state and federal privacy and security laws.
- 6.5 **Notices.** Under the terms of this BA Agreement, either party shall be deemed as being given notice, if delivered personally, or if mailed by first class United States mail, postage prepaid, and addressed as follows:

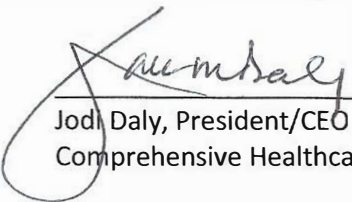
If to Covered Entity:

Comprehensive Healthcare
PO Box 959
Yakima, WA 98907

If to Business Associate:

Chief Mike Hepner
Bingen-White Salmon Police Department
142 E. Jewett Blvd.
White Salmon, Washington 98672

The parties mutually agree as of the date above to this agreement.



Jodi Daly, President/CEO
Comprehensive Healthcare

Marla Keethler
Mayor- White Salmon

Kenneth B. Woodrich
City Attorney- White Salmon

12/20/21

Date:

Date:

Date:

File Attachments for Item:

G. Approval of Meeting Minutes, November 17, 2021



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, November 17, 2021
DRAFT
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

David Lindley
Ashley Post
Jim Ransier
Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer
Pat Munyan, City Administrator
Russ Avery, Public Works Operations Mgr.
Brendan Conboy, Land Use Planner
Bill Hunsaker, Fire Chief
Ken Woodrich, City Attorney

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

Marla Keethler, Mayor called the meeting to order at 6:00 p.m.

There were approximately 6 members of the public in attendance via teleconference.

Moved by Joe Turkiewicz. Seconded by Ashley Post.
Motion to excuse Jason Hartmann. CARRIED 4-0.

II. Changes to the Agenda

There were no changes to the agenda.

III. Consent Agenda

- A. AWC Geographic Information Systems (GIS) Consortium Program, Participation Agreement and Enrollment Application
- B. Short-term Rental (STR) inventory, Registration, Compliance and Analytic Services
- C. Small Works Roster Bid, 2021 Tree Maintenance
- D. Approval of Meeting Minutes – November 3, 2021
- E. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 17th day of November, 2021.

Type	Date	From	To	Amount
Claims	11/17/2021	EFT	EFT	16,610.93
	11/17/2021	37563	37589	73,061.17
			Claims Total	89,672.10
Payroll	11/19/2021	EFT	EFT	69,635.89
			Payroll Total	69,635.89
Manual Claims	10/22/2021	EFT	EFT	16,476.00
	11/10/2021	EFT	EFT	7,920.00
	11/10/2021	37562	37562	6,547.72
			Manual Total	30,943.72
			Total All Vouchers	190,251.71

The council briefly discussed the Granicus proposal for short-term rental inventory, registration, and analytic services.

Moved by Jim Ransier. Seconded by Joe Turkiewicz.
Motion to approve Consent Agenda as presented. CARRIED 4-0.

IV. Public Comment

Marla Keethler, Mayor noted that the city is not taking any general public comments on short-term rentals as a public hearing will be held in the near future.

Jan Brending, Clerk Treasurer noted that there were no written comments and no registered in advance to submit public comments.

Tao Berman, White Salmon said he has broken ground on his 29-unit boutique hotel project with a street level retail located on Jewett. Berman provided an update to the city council of the status of the project.

Marla Keethler, Mayor said signs will be posted at the location to let the public know what is happening at the location.

V. Presentations

Native American Heritage Month - Elaine Harvey, Rock Creek Band Member of the Confederated Tribes of the Yakama Nation

Marla Keethler, Mayor introduced Elaine Harvey who is a Rock Creek Band Member of the Confederated Tribes of the Yakama Nation who will make a presentation in recognition of Native American Heritage Month.

Elaine Harvey made a presentation to the City Council regarding the “Yakama Nation’s connection to the land of White Salmon from headwaters “Pahto” to the confluence.”

Marla Keethler, Mayor, said that the city is interested in providing a land recognition/acknowledgement at the beginning of its city council meetings. She said it is important that it is done correctly and respectfully and honoring the way the land should be referred to where White Salmon exists. Keethler asked what is a respective way to incorporate that into the city’s meetings.

Elaine Harvey said that she is aware that other organizations read a statement at the beginning of their meetings acknowledging the lands of the Yakama Nation.

Jim Ransier, Council Member thanked Elaine Harvey for her presentation. He asked if there is anything the City of White Salmon could be doing to be more welcoming and inclusive.

Elaine Harvey said some of the issues are the Hood River Bridge project, tribal housing, and impacts on tribal natural and cultural resources. She said it is important to the keep the tribal nation in the loop.

Ashley Post, Council Member thanked Elaine Harvey and said she enjoyed to the presentation. She said she is glad that tribal members are working to keep the heritage alive and pass on the traditions.

David Lindley, Council Member thanked Elaine Harvey. He noted that Harvey is very much in demand as a speaker and that she is an inspiration.

Kevin Greenwood, Port of Hood River provided an update on the Hood River Bridge Project. He noted that it is an honor to follow Elaine Harvey. Greenwood said the Port has been closed working with the Yakama Nation and the other three tribes with a presence in the Gorge.

VI. Business Items

A. Preliminary 2022 Budget

Marla Keethler, said tonight is the first of two public hearings on the proposed 2022 budget. She said the budget narrative provides a lot of explanation about the proposed budget. Keethler said the narrative highlights key priority areas identified at the city council’s retreat. She noted there is a big transition in Jan Brending retiring from her position. Keethler said there may be additional items to be funded in 2022 that are not currently in the budget.

Marla Keethler, Mayor opened the public hearing for the 2022 budget. There was no public comment provided. Keethler closed the public hearing.

Jim Ransier, Council Member asked what specific projects are included in the Street Fund.

Jan Brending, Clerk Treasurer said the two major projects are the Garfield Street Reconstruction project that is funded mostly by Transportation Improvement Board funds and the Jewett Roundabout which is funded by the city. She said there are two carryover projects one that is funded out of the Street Fund which is the Cherry-Patton Asphalt Cap and the second that involves completing the asphalt restoration on Jewett related to the water main improvement project which will be funded out of the Water Fund.

Jim Ransier, Council Member said he really appreciates the introduction letter that covers the prior year, challenges and where the city is heading.

Marla Keethler, Mayor noted there is no action by the city council at tonight's meeting.

Jan Brending, Clerk Treasurer said she wanted to point out that part of the adoption of the property taxes is a demonstration within the budget that the city needs the 1% increase in property taxes. She said that she feels it has been demonstrated in both the General Fund and Street Fund that the 1% increase in property taxes is needed.

B. Ordinance 2021-11-1088, Amending WSMC 13.16.025, Water Monthly Fees

Jan Brending, Clerk Treasurer presented information regarding the proposed increase in the water base fees. She said the city's municipal code provides for an increase in the water fees for 2022 over 2021. Brending said staff and the Personnel and Finance Committee are recommending that the base fee for water be increased an additional 5% above what the city's code already provides for 2022. She noted that the 5% increase is included in the 2022 budget.

Marla Keethler, Mayor opened the public hearing regarding Ordinance 2021-11-1088, Amending WSMC 13.16.025, Water Monthly Fees. There was no public comment. Keethler closed the public hearing.

Keethler noted this is the first reading and the council has the option to move the ordinance to a second reading.

Jim Ransier, Council Member asked what does the increase cover.

Jan Brending, Clerk Treasurer it helps pay for the loans that the city has covering improvements to the city's water system, pays for the operations and maintenance of the system and helps to set aside funds for future capital improvements. She noted that the budget includes water reserve requirements as established by USDA Rural Development which the 5% increase helps the city meet those requirements. Brending said funding is also provided for short-lived assets such as radio read meters. She said it is a goal to establish a base station at city hall for reading the meters and even though it is not currently budgeted for 2022 she hopes that after the closing of the 2021 year that it could be budgeted.

Ashley Post, Council Member asked for clarification about the 5% increase.

Jan Brending, Clerk Treasurer said the city has a code that provides for a rate for 2022. She said the proposed ordinance increases that rate by 5%.

Ashley Post, Council Member asked because the chart for fees ends with 2022 would there be an increase in 2023.

Jan Brending, Clerk Treasurer said the code provides for an automatic 3% increase after 2022 but noted that staff is working with the city's water engineer to bring forth a new rate table for the approximately 5 years in 2023 similar to the table included in the current code.

Ashley Post, Council Member said she is concerned that there is no one present to comment on the proposed rate increase.

Jan Brending, Clerk Treasurer noted that the public hearing was noticed twice in the newspaper, on the city's website and information regarding the public hearing was provided in the utility billing newsletter.

Moved by Ashley Post. Seconded by Jim Ransier.

Motion to move Ordinance 2021-11-1088, Amending WSMC 13.16.025, Water Monthly Fees to a second reading with an additional public hearing. CARRIED 4-0.

C. Utility Billing Grievance – Susan J. Romes, 422 NW Lincoln

Jan Brending, Clerk Treasurer provided information regarding a utility billing grievance files by Susan J. Romes for property located at 422 W. Lincoln Street. She noted this grievance is different than previous grievances heard by the city council in that the property was previously owned by Greg Chamberlain was being rented out to tenants. Brending said the property originally was serviced by a septic system and then converted to city sewer. She said that at the time the sewer utility billing should have taken place the tenants had a utility account that did not reference the property owner and the property owner was not receiving a copy of the utility billing. Brending said the initial utility billing for November 2018 was entered manually and due to a technical error and a significant staffing change at the time, the account was not billed again for sewer until the current property owner, Susan Romes brought it to the city's attention. She said Susan Romes purchased the property in April 2019 with the tenants in place. Brending said when Romes took physical possession of the home on July 1, 202 she notified the city she was responsible for the utility billings and an account in her name was set up and the tenant's account closed. She said in August of 2021 Romes learned that she was not being billed for sewer and contacted the city. Brending said the city's records were reviewed and it was determined that a billing error beginning in December 2018 had occurred. She said that because Romes did not purchase the property until April 2019, the back billing for sewer was billed from the date of purchase forward to July 2022 in the amount of \$1,479.77. Brending noted that Romes did not receive copies of the utility billing that was being sent to the tenant from April 2019 through June 2020. She said Romes is asking that the utility billing be reduced for the months

associated with the tenant's occupancy which would be a reduction in the amount of \$780.77. Brending said the city has updated its codes to require that utility billing is in the property owner's name with a duplicate bill provided to the tenant upon request. She said all property owners receive a copy of the utility billing and the city has closed individual "tenant" account and moved tenants to the property owner's account. Brending said staff is in the process of reviewing all utility billing where there is either 1) no water billing, i.e. billing for sewer only and 2) no sewer billing, i.e. billing for water only. She said a database will be developed that provides an explanation as to why water or sewer utility billing is not occurring. Brending said this will ensure that all properties are being billed for the appropriate utilities and there are notations in the files as to why the property is not being billed either for water or sewer.

Susan Romes said Jan Brending and Stephanie Porter have been kind and informative about what is going on. She said the information presented by Brending is correct. Romes noted that she did pay the full amount due but would like to receive a reduction if possible. She noted she is a member of the city and was born and raised in White Salmon.

Ashley Post, Council Member asked a question about the utility billing included in the council packet.

Jan Brending, Clerk Treasurer said the utility bill was the November 2018 utility bill that was the only bill that included sewer until the Romes notified the city that she was not being billed for sewer.

Jim Ransier, Council Member thanked Susan Romes for being honest and reporting the mistake when she found it. He said he is supportive of a reduction in the utility billing.

Moved by Jim Ransier. Seconded by David Lindley.

Motion to approve a reduction in utility billing for Susan Romes for sewer billing from 4/10/2019 through 6/29/2020 in the amount of \$780.77. CARRIED 4-0.

D. Ordinance 2021-11-1087, Determining the Amount to Be Raised by Ad Valorem Taxes to be Levied for the Year 2022

Jan Brending, Clerk Treasurer said the ordinance provides for 1% increase in the city's property taxes. She noted the city is required to adopt both an ordinance and resolution regarding the increase in property taxes.

Moved by Ashley Post. Seconded by David Lindley.

Motion to adopt Ordinance 2021-11-1087, Determining the Amount to Be Raised by Ad Valorem Taxes to Be Levied for the Year 2022. CARRIED 4-0.

E. Resolution 2021-11-529, Adopting Property Tax Levy

Jan Brending, Clerk Treasurer said the resolution provides for 1% increase in city's property taxes.

Moved by Jim Ransier. Seconded by Ashley Post.

Motion to adopt Resolution 2021-11-529, Adopting 2022 Property Tax Levy. CARRIED 4-0.

F. Resolution 2021-11-530, Recognizing Roger Holen

Marla Keethler, Mayor said that the city lost a dedicated and committed community member this last week. She read about Roger Holen's life. Keethler said that for staff and others who knew him it was a big loss.

Jan Brending, Clerk Treasurer said she that she worked with Roger Holen. She said that when she worked for the City of Bingen Roger Holen, Brian Prigel, Mayor of Bingen and Ned Kindler who was the police chief of White Salmon at that time came up with the idea of creating the Bingen-White Salmon Police Department. Brending said that without Holen and Prigel's leadership that the endeavor would have happened. She said the project was recognized by Association of Washington with a municipal award.

Moved by Jim Ransier. Seconded by David Lindley.

Motion to adopt Resolution 2021-11-530, Recognizing Roger Holen. CARRIED 4-0.

VII. Reports and Communications

A. Department Heads

Russ Avery, Public Works Operations Manager said some Christmas decorations have been installed and the remainder will be put up after Thanksgiving. He said the vehicle lift at the Public Works shop has broken down and it does not appear to be rebuildable and will need to be replaced. Avery said the speed radar signs on Main street have been installed and noted that information from the radar signs can be downloaded.

Pat Munyan, City Administrator said the data from the speed radar signs can be used to determine the average speed which can be provided to the police department. He said that he met with Margaret Richmond on her property and conducted an inspection. Munyan said a structural inspection of the Walker House was been completed. He said that he also spoken with the Klickitat County Treasurer about the paperwork related to the purchase of property on Dock Grade.

Brendan Conboy, Land Use Planner said he is working on the short-term rental codes and will be bringing something to the city council at their December 1 council meeting. He said the Transportation Plan is moving along and that he is also working on a tree ordinance. Conboy said he is also meeting with the Klickitat County Planning Director regarding the urban exempt area.

Jan Brending, Clerk Treasurer said the 2022 budget adoption will be on the city's December 1 agenda and that a 2021 budget amendment will be scheduled for the second meeting in December. She said the council will see a number of contract renewals or amendments at the next several meetings.

B. City Council Members

Marla Keethler, Mayor noted that this is Joe Turkiewicz' last meeting as a council member. She thanked Turkiewicz for his contributions. Keethler noted that Ben Giant will be sworn in before the December 1st city council meeting.

Joe Turkiewicz, Council Member said he has started reaching to community members for fundraising for the Walker House.

Jim Ransier, Council Member thanked Joe Turkiewicz for his service and said Turkiewicz had the ability to listen and to engage.

David Lindley, Council Member said the Tree Board met and finalized the tree maintenance scope of work. He said the Board continues to work with Brendan Conboy on the tree ordinance.

C. Mayor

Marla Keethler, Mayor noted that some barriers have been placed around the sweet gum tree on Jewett due to the issues with the sidewalk. She said the city is ordering greenery and bows to wrap the light poles on Jewett. Keethler said the ornaments and tree will be going up the Wednesday before Thanksgiving.

VIII. Executive Session

Marla Keethler, Mayor announced at 7:40 p.m. that the city council will meet for 15 minutes in Executive Session pursuant to RCW 42.30.110(1)(b) regarding the acquisition or purchase of real estate.

The City Council resumed regular session at 7:55 p.m. and announced that no decisions were made and staff will continue as discussed.

IX. Adjournment

The meeting adjourned at 7:56 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

H. Approval of Meeting Minutes, November 29, 2021



CITY OF WHITE SALMON
City Council Special Meeting – Wednesday, November 29, 2021
DRAFT
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
David Lindley
Ashley Post
Jim Ransier
Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer

I. Call to Order and Roll Call

Marla Keethler, Mayor called the meeting to order at 6:00 p.m.

There were no members of the public in attendance via teleconference.

II. Business Items

A. Resolution 2021-11-529, Property Taxes – Correction

Jan Brending, Clerk Treasurer said there was an error in the dollar amount of increase in the resolution. She said the increase in the original resolution was stated as \$2,871.82 instead of the actual 1% increase of \$4,122.55. Brending said the error occurred because the increase was calculated while including the levy refund amount in the total levy instead of removing it and then calculating the increase.

Moved by Jim Ransier. Seconded by David Lindley.

Motion to adopt Resolution 2021-11-529, Adopting 2022 Property Tax Levy with correction to the dollar amount of increase from \$2,871.82 to \$4,122.55. CARRIED 5-0.

III. Adjournment

The meeting adjourned at 6:04 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

I. Approval of Meeting Minutes, December 1, 2021



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, December 1, 2021
DRAFT
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
David Lindley
Ashley Post
Jim Ransier

Staff Present:

Marla Keethler, Mayor
Jan Brending, Clerk Treasurer
Russ Avery, Public Works Operations Mgr.
Brendan Conboy, Land Use Planner
Bill Hunsaker, Fire Chief/Building Official
Ken Woodrich, City Attorney

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

Marla Keethler, Mayor called the meeting to order at 6:00 p.m. She noted that the meeting was originally going to start with land recognition but that will be brought forward as a resolution at the next council meeting.

There were approximately 35 members of the public in attendance via teleconference.

II. Changes to the Agenda

There were no changes to the agenda.

III. Consent Agenda

- A. Resolution 2021-12-590, Declaring Surplus Property and Providing for Transfer of Ownership (2013 Ford Explorer to Klickitat County EMS District #1)
- B. City Attorney Agreement
- C. 2022 WAGAP Youth Center Agreement
- D. 2022 Interlocal Agreement with City of Bingen, Treatment Plant Funding (\$15.25 per ERU)
- E. Personal Services Contract Amendment, Anderson Perry 14-Inch Main Line Design, Amendment No. 1 (from \$750,000 to \$770,859)
- F. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 1st day of December, 2021.

Type	Date	From	To	Amount
Claims	12/1/2021	EFT	EFT	3,192.00
	12/1/2021	37593	37618	60,591.01
			Claims Total	63,783.01
Payroll				
			Payroll Total	0.00
Manual Claims	11/23/2021	37590	37592	3,631.73
			Manual Total	3,631.73
			Total All Vouchers	67,414.74

***Moved by Jim Ransier. Seconded by Jason Hartmann.
Motion to approve Consent Agenda as presented. CARRIED 4-0.***

IV. Public Comment

There was no general public comment.

V. Business Items

A. Ordinance 2021-12-1088 Amending WSMC 13.16.025 Monthly Water Fees

Jan Brending, Clerk Treasurer presented information on the proposed water fee increase of 5% over the 2022 rate provided in the city's current WSMC 13.15.025. She noted the 5% increase is only for the water base fee. Brending the base rates and usage rates fund operation and maintenance, debt service requirements and capital improvements. She said staff and the Personnel and Finance Committee are recommending adoption of the ordinance.

Marla Keethler, Mayor opened the public hearing for Ordinance 2021-12-1088 Amending WSMC 13.16.025 Monthly Water Fees. There was no public comment. Keethler closed the public hearing.

***Moved by Ashley Post. Seconded by Jason Hartmann.
Motion to adopt Ordinance 2021-12-1088, Amending WSMC 13.15.025 Monthly Water Fees upon the second reading. CARRIED 4-0.***

B. Proposed 2022 Budget, Ordinance 2021-12-1089 Adopting the 2022 Budget

Marla Keethler, Mayor said that much of the material in the packet is a review of what has been previously presented. She provided an overview of the 2022 Council Priorities chart included in the budget proposal.

Jason Hartmann, Council Member thanked everyone for the hard work involved in the budget.

Marla Keethler, Mayor opened the public hearing on the 2022 budget. There was no public comment. Keethler closed the public hearing.

**Moved by Jim Ransier. Seconded David Lindley.
Motion to adopt Ordinance 2021-12-1089 Adopting the 2022 Budget. CARRIED 4-0.**

C. Proposed Amendments to WSMC 5.02 Short-term Rentals

Brendan Conboy, Land Use Planner made a presentation regarding the proposed amendments to WSMC 5.02 Short-term Rentals including presenting statistic data and Planning Commission recommendations.

Ashley Post, Council Member asked if there is current data on the ratio between what is defined as hosted homeshares and vacation rentals and is there any data on how many currently permitted short-term rentals are not owner occupied.

Brendan Conboy, Land Use Planner said he does not have specific data at this time.

Ashley Post, Council Member asked if the current permitting process indicates whether they are owner occupied.

City staff said no.

Jason Hartmann, Council Member asked if both the hosted homeshare and vacation rental homes in residential districts require owner occupancy.

Brendan Conboy, Land Use Planner said yes.

Marla Keethler, Mayor opened the public hearing regarding proposed amendments to WSMC 5.02 Short-term Rentals.

Jan Brending read written comment from the following individuals:

Josh Coombs said he believes the focus on the changes to the short-term rentals has changed from disrupt to the community and a registration process to primarily focus on artificial control of housing prices. He said there is zero evidence that regulation of short-term rentals will impact home prices and that artificially controlling the housing market is a long-term recipe for disaster. Coombs encourage the city reconsider the proposed changes.

Jacob Fishman said he supports only allowing short-term rentals in owner occupied primary residences which would eliminate the greatest threat to the community – that of second homes subsidized by short-term rentals that will overwhelm the neighborhoods. Fishman said he supports the proposed document as stated.

Virginia Hartnett said she feels the proposal does a good job of keeping short-term rentals that are really businesses in the business district which is appropriate. She suggested that for short-term rentals within residential areas that a 90-day rental limit should be imposed versus 150-day limit because five months does not seem like someone is living in the home as a residence and it is more of a vacation/second home. Hartnett said she does not believe the proposed regulations do enough to reach the goals stated by the Commission.

Dan Baier said he believes short-term rentals are part of the overall housing and economic picture need for White Salmon to be a vibrant community. He said he strongly believes the research and evidence accumulated provides solid reasons for supporting the proposed changes to WSMC 5.02 Short-term Rentals. Baier said he strongly supports language that creates target percentages for limits in the RL, R1, R2, and R3 zones. He suggested that the exemption clause related to existing permitted short-term rentals be changed from a maximum of 10 years to a maximum of 7 years. Baier said he supports providing White Salmon with a balanced approach to housing and the economy by approved the proposed changes.

Mark Sanborn said he feels that the recommendation of 10% of residential houses being made available for short-term rentals is too high and it should be 5-6% to help the goal of affordability for housing. He said he feels the 10-year period for previously permitted short-term rentals is too long and that they should have to come into compliance within 5 years. Sanborn said the 2% lodging tax the city imposes is too low. He suggested something like Hood River's tax of 8%. Sanborn said providing a listing of short-term rentals to cleaning businesses would help keep those businesses moving forward.

Lisa Cicala said she is an owner of a short-term rental in White Salmon and agrees with instituting sensible regulations for short-term rentals. She asked the City Council to adopt the Planning Commission's recommendations to grandfather existing permitted short-term rentals without adding additional restrictions – acknowledging those who have followed the existing rules; invested their blood, sweat and tears; who have demonstrated that they are good neighbors; and who have successfully supported local businesses and drive tourism to the area.

Shelly Baxter said she is happy with the compromise the Planning Commission has come up with in respect to short-term rental permitting in the city. She said she is pleased with restricting the conversion of homes to vacation rentals in both location and overall numbers. Baxter said she is also happy to see the effort to reduce on-street parking problem that has been growing in recent years by requiring units to provide off-street parking for vacation rentals.

Doug Ellenberger said he generally agrees with the proposed amendments and feels it is a well-thought-out plan.

Kevin Driscoll said he is one of the short-term rentals that were permitted under Ordinance 20219-09-1052 before the moratorium. He encouraged the city council to adopt the recommendation that existing permitted short-term rentals be grandfathered in for a period of ten years under the existing conditions without additional restrictions. Driscoll said they have never had a noise, parking or nuisance complaint against their property or guests. He said he supports limiting the overall number of short-term rentals within the city but wants to see the proposed permitting conditions simplified.

Bengt Coffin said that he owns a home in the R-2 zone with a garage in the backyard with a small space upstairs that probably meets the definition of an ADU which they rent out on AirBnB. He said the proposed changes to the existing rules related to short-term rentals would negatively affect their ability to continue to rent out their unit and they would be financially harmed. Coffin said he is concerned about the annual permit renewal permit limitations and the limitation on the number of nights they would be able to rent. He said that ADUs provide flexible space to a property owner and are ideal for short-term rental and that they do not cause or contribute to the increasing cost of housing in White Salmon. Coffin said ADUs are the most appropriate way to provide short-term rentals. He said restricting short-term rentals will drive visitors across the river for lodging.

Dan Cox said he supports regulation of short-term rentals that are not the owner's primary residence but does not support regulation of short-term rentals on properties that are the primary residence of the owner. He said that removing the ability to short-term rental part of a primary residence will remove a much-needed lifeline for local, middle-class individuals and families to comfortably afford living in White Salmon. Cox suggested that the city consider what constitutes a primary residence. He said a firefighter could be gone 7 months of the year for work but still call White Salmon home.

Joanna Kaiserman said she lives in White Salmon and is a owner and operator of a registered short-term rental. She asked the city council to consider the negative local impact that strict restrictions on short-term rentals could have on residents in White Salmon. Kaiserman encourage the city council to approve requiring proof of residency to operate a short-term rental in residential zones. She suggested that anyone who purchased property in White Salmon prior to the moratorium should be allowed to operate under the rules that were in place at the time of purchase or for at least a period of five years.

Public comment via Zoom Teleconference:

Amy Sousa said she is pleased with the revisions that have been presented regarding short-term rentals. She said using an ADU for short-term rental can help compensate the mortgage costs of active community members. Sousa noted she has a current short-term rental permit. She said she would like to see data on the impact of Hood River's regulations on housing affordability. Sousa said she feels that people do not want to stay in hotels and that preventing short-term rentals and allowing hotels is short-sighted.

Trevor McDiarmid said he lives outside of the city limits. He said he is opposed to the proposal as it feels rushed and that the city's land use planner has "anchored" the data. McDiarmid asked what have been the impacts of Hood River's regulations. He said the city should slow down and enforce its current regulations. McDiarmid said he feels are conflicts of interest when a commissioner is building a hotel downtown. He said less regulations are needed not more.

Marla Keethler, Mayor noted that no Planning Commissioner is actively building a hotel in downtown White Salmon.

Adrianne Grimm said grandfathered short-term rentals should not sunset. She said the rules should not be the same in all of the zones and the proposed rules will damage tourism.

Sam Grimm said he agrees with Adrianne Grimm. He said they purchased their property because of the ability to short-term rental a portion of it. Grimm said there should be no restrictions for grandfathered permits and that a 10-year permit period is not reasonable. He said there has been no economic analysis of short-term rentals and that there are numerous articles that can dispute the facts presented in the presentation. Grimm said he does not believe there is any data that shows short-term rentals have an impact on housing affordability.

Susan Elliott said she is pleased with the proposed changes but there is still room for improvement. She said that renting out her home on a short-term basis while she is traveling helps with the mortgage. Elliott said there should be no limitation on the number of days. She said property owners should be able to rely on the assumptions made when they purchased their property. Elliott said she agrees there has not been a lot of analysis that shows the benefits of short-term rentals and feels that short-term rentals can build a community.

David Dierck said he is a resident of White Salmon and feels that city staff and the Planning Commission have demonstrated a high level of professionalism. He said he views short-term rentals as a business and should be permitted through the conditional use permit process.

Dennice Dierck said she resides in White Salmon and is a White Salmon business owner. She said the city needs to protect and support the businesses along Jewett and ensure that retail shops at street level are required with residences or short-term rentals allowed only on the 2nd or 3rd levels of a building.

Lisa Evans said she is part of the lodging tax advisory committee for Klickitat County. She said that she is very involved with short-term rentals. Evans said the city should enforce the current ordinance and not punish those who are following the rules. She said she did an extensive public records request and that there was only one complaint filed and is not sure it is really associated with short-term rentals. Evans said the public

needs to be educated on how to file complaints regarding short-term rentals. She also asked the council to reconsider purchasing tracking software as she feels it will provide inaccurate information.

Jason Askins said he agrees with the comments that have been made about not having a sunset for pre-existing short-term rentals. He said long-term rentals are not the best for some property owners. Askins said he feels that the city has been rushed in developing the changes in an arbitrary 6-month timeline. He said the city needs to take in more facts and get it right the first time.

Mike Tinervia said a lot of what he wanted to say has been said. He said he bought property on Estates with the idea that it could be rented out on a short-term basis to supplement the mortgage. He said the time limitations do not work for him. Tinervia said the council should keep in mind that those who have purchased homes have made an investment in the community.

David Sliwa said he is happy with the amount of work that has been done although he feels that the city is trying to solve a problem that “might” exist and not one that actually exists. Sliwa said his guests are involved in the tourism industry and become repeat customs to White Salmon. He said as a retiree the income from a short-term rental is critical. Sliwa said he does not feel using a lottery is a good way to go.

Marla Keethler, Mayor thanked everyone for making comments and attending the meeting. She said she is encouraged by the involvement. Keethler said the city council will not take action on the proposed changes at tonight’s meeting.

At 8:25 p.m. the city council took a 5-minute break. The city council resumed its meeting at 8:30 p.m.

Marla Keethler, Mayor said there has been no clear intent of presenting only one side of the information.

Jason Hartmann, Council Member said lots of information has been provided and he appreciates the work that has been done. He said no one is requiring a property owner to sell their house. Hartmann said he does agree the city should be enforcing the rules that are in place right now and wish it had been done during the moratorium specifically related to penalties. He said that he views short-term rentals as a commercial use and feels that the 10-year allowance for existing short-term rentals is too long and that it should be 5 years. Hartmann said he also feels that 10% of the housing stock seems too high for the number of allowed short-term rentals. He said he does support having commercial use on the first floor in the commercial zone with short-term rentals on the 2nd floor. Hartmann said he feels that a lot of good work has been done.

Ashley Post, Council Member said she agrees with Jason Hartmann. She said the report and the proposed changes reflect an incredible amount of work from staff and the Planning Commission. Post said she feels that a lot of the concerns have been

addressed. She said she does not support a lottery system. She said she does not support the idea of sunseting the permits that were pre-existing before the moratorium. Post said the city council should think about the investments property owners have made.

Jim Ransier, Council Member said that he feels the comments he has heard suggests that the city council is opposed to short-term rentals. He said he feels that is not the case. Ransier said short-term rentals can be a component of the community but he does not want them to get out of hand. He said he feels very differently about owner-occupied short-term rentals versus non-owner occupied. Ransier said that for non-owner-occupied short-term rentals there should be limits. He said that he feels the proposal is more generous for short-term rentals than the Hood River ordinance.

The council and staff discussed how to document owner-occupied versus non-owner occupied.

David Lindley, Council Member thanked staff and the Planning Commission for the work that has been done. He said he believes the proposed changes have evolved based on public input. Lindley said he does not believe there has been any bias on anyone or any development. He said that individual comments for the most part have been supportive. Lindley said could be some tweaks to the wording and process. He said that clarity is needed as to whether the conditional use process will be administrative or run through the Planning Commission. Lindley said the length for renewals for new permits and those that are grandfathered should be the same.

Marla Keethler, Mayor noted that the city will be discontinuing the use of the word “grandfathering or grandfathered” and using something like “legacy”.

David Lindley, Council Member also noted that the city’s proposed codes do not affect property owners that live outside the city limits.

Marla Keethler, Council Member said that she feels there could be some cause and effect outside of the city limits in the urban exempt area.

Jan Breeding, Clerk Treasurer said it might be helpful to have some language about short-term rentals that exist in an area that is to be annexed would be handled when the property comes into the city limits.

Marla Keethler, Mayor said that the idea of accessory dwelling units was originally identified as an affordable option for housing.

Jason Hartmann, Council Member noted that Hood River does not allow accessory dwelling units to be used for short-term rentals. He said, however, that the city council has heard from the community that they want to use ADUs for short-term rentals and that under the proposed codes they could be considered a hosted homeshare.

Hartmann said it is important that the city takes the appropriate amount of time to make sure the ordinance is the best the council can make it.

Ashley Post, Council Member said she likes the idea of incentivizing the use of accessory dwelling units for long-term rentals but she does not like telling property owners how they can use their accessory dwelling units.

David Lindley, Council Member said that his thoughts on ADUs have evolved and that he also likes the idea of incentivizing ADUs for long-term rentals.

Jim Ransier, Council Member said his thoughts on ADUs have also evolved. He asked how could the city incentivize ADUS for long-term rentals. He suggested that the fees for short-term rental permits need to cover the costs of enforcing the city's codes.

Brendan Conboy, Land Use Planner said that a permit fee of \$250 with 36 permits would cover the cost of the software. He said the current fee of \$75 is too low. Conboy said that a common way to price the permit is the price of a two nights rental which is approximately \$350.

Ashley Post, Council Member said it might be good to get input on any proposed changes in the fees. She said that raising the fee might pay for some of the enforcement costs but she does not want to put a burden on property owners.

Jan Brending, Clerk Treasurer noted that along with the short-term rental permit fee, a property owner has to get a business license which is \$75 and if the proposed changes go through would need to obtain a conditional use permit which currently costs \$1,100.

Jason Hartmann, Council Member said that enforcement and penalizing illegal short-term rentals will provide revenue to cover enforcement.

Marla Keethler, Mayor asked if the council has any comments regarding how to handle legacy short-term rentals.

Jim Ransier, Council Member said he want to make sure that existing permit holders are awarded.

Marla Keethler, Mayor asked if there are additional codes that need to be revised.

Brendan Conboy, Land Use Planner said yes that there are some zoning codes that need to be amended. He said he will be bringing those codes the Planning Commission and then to the city council.

The city council and city attorney discussed the need for an extension of the moratorium on short-term rentals.

Ken Woodrich, City Attorney said there should not be a gap between the moratorium expiring and the adoption of the proposed changes. He said the city council can look for a reasonable period for the extension and it could be less than 6 months.

Jason Hartmann, Council Member said he hopes that the proposed changes can be adopted prior to January 22, 2022 and that the moratorium should not expire without the new codes in place.

Ashley Post, Council Member said that she is not comfortable with things going back to the Planning Commission until the city council has gone through the code. She said a one-month extension of the moratorium might be necessary so that adoption of the proposed code changes is not rushed.

The council discussed the possibility of holding a public hearing for adopting the proposed changes at that January 5 meeting or if necessary extending the moratorium.

The city council discussed holding a special meeting to complete the discussion of the proposed changes and give feedback to the Land Use Planner and the Planning Commission. There was a consensus of the City Council to hold a special meeting on December 8, 2021 to complete the discussion and review of the proposed code changes. It was noted that there will be no public comment on short-term rentals at the December 8 special meeting. Council members were directed to send input to Jan Brending, Clerk Treasurer who will forward it to Brendan Conboy, Land Use Planner.

D. 2022 Lodging Tax Grant Program Award

Jan Brending, Clerk Treasurer said the city received one application for the 2022 Lodging Tax Grant Program – Mt. Adam's Chamber of Commerce. She said the Chamber made a presentation to the Lodging Tax Advisory Committee who unanimously voted to recommendation to the city council awarding a \$40,000 2022 Lodging Tax Grant.

Moved by Jason Hartmann. Seconded by Jim Ransier.

Motion to award a \$40,000 2022 Lodging Tax Grant to Mt. Adams Chamber of Commerce. CARRIED 4-0.

VI. Reports and Communications

A. Department Heads

Bill Hunsaker, Fire Chief/Building Official said he has been working on code enforcement and addressing line of site issues with shrubs and trees that are overhanging sidewalks and roads.

Russ Avery, Public Works Operations Manager said all of the Christmas decorations have been installed. He said the crew is working on reading vehicles for snow.

Jan Brending, Clerk Treasurer said a final budget amendment will be presented at the 2nd regular council meeting. She noted she is working with council members to determine what committees will meet in December.

Brendan Conboy, Land Use Planner said he is working the tree ordinance, grants and potential affordable housing projects. He said Jeff Speck will be in White Salmon on January 19 and 20 to talk about the benefits of walkability. Conboy said that anyone who has concerns about how handles his job should feel free to contact him. He said he considers White Salmon his home.

B. City Council Members

There were no updates from council members.

C. Mayor

Marla Keethler, Mayor said a structural engineering report is being developed for the Walker House and that a business plan is also being created. She said the speed radar sign located on Lincoln Street will be moved to Estes. Keethler said the city has a Request for Proposals out for the community center feasibility study which may include a possible affordable housing component. She said meetings with legislators regarding the bridge have wrapped up. Keethler noted that funding ideas for the use of the ARPA COVID-19 funds will be brought to the Personnel and Finance Committee early in 2022. She said the city will be going live with the Voyent Alert application in the near future. Keethler said she is very excited about the application and the ability to increase the city's engagement with the community.

VII. Executive Session (if needed)

There was no Executive Session held.

VIII. Adjournment

The meeting adjourned at 10:02 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

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

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



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 5, 2022
Agenda Item: Proposed White Salmon Municipal Code Changes Related to Short-term Rentals
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

None at this time.

PROPOSED MOTION:

None at this time.

Explanation of issue:

A public hearing is scheduled for January 5, 2022 to hear public comment regarding proposed White Salmon Municipal Code changes related to short-term rentals. The proposed code changes are:

- WSMC 5.02 Short-term Rentals
- WSMC 17.57 Hosted Homeshares and Vacation Home Rentals
- WSMC 17.08 Definitions
- WSMC 17.40 Conditional Uses in Residential Districts
- WSMC 17.48 C General Commercial Districts

These are attached for your review.

The city council is expected to take action on adoption of the codes in February.

An additional staff memorandum will be provided on Monday, January 3.

Chapter 5.02 Short-Term Rentals

Sections:

5.02.005 Findings, intent and purpose.


- A. In the adoption of these regulations, the city finds that the rental of dwelling units and lodging units for less than thirty days is an important contributor to the comprehensive plan's tourism goal. The city also finds that these short-term rentals are part of an emerging market that has the potential to be incompatible with surrounding residential uses.
- B. The regulations below are intended to create a registration of short-term rentals that will:
 - 1. Determine the impact to the local economy;
 - 2. Reduce administrative burdens for residents of White Salmon to partake in the local tourist economy;
 - 3. Ensure market fairness and taxation;
 - 4. Protect guests; and
 - 5. Mitigate neighborhood disruptions and preserve the character of White Salmon's residential neighborhoods.
- C. This chapter provides an administrative framework for registering the annual operation of a short-term rental. A short-term rental permit is a limited permission to use property for short-term rental purposes. A permit may be modified or revoked if the standards of this chapter are not met.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.010 Definitions.

As used in this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- A. "Contact person." The owner or, if designated on the application for a permit, the local management representative authorized to act for the owner.
- B. "Dwelling unit." One or more rooms occupied, permitted, and designed or intended for occupancy as separate living quarters, and containing the following:
 - 1. Refrigeration;
 - 2. Cooking facility (including cooking stove, range hood, microwave, or similar appliance);
 - 3. Sink intended for meal preparation (not including a wet bar);
 - 4. Toilet; and
 - 5. Shower or bathtub.
- C. "Daytime" Between the hours of 7:00 am to 10:00 pm

-
- D "Hosted homeshare" The short-term rental of a portion of a dwelling or an attached or detached separate accessory dwelling unit (ADU) on the property of the licensee's primary address, where the licensee is present during rental periods.
- E. "Local area." All areas in the Washington counties of, Klickitat and Skamania and the Oregon counties of Hood River and Wasco .
- F. "Lodging unit." Permitted bedroom or permitted sleeping facility not meeting the criteria of a dwelling unit set forth in subsection B above within a primary dwelling unit but which has access to the all the facilities described above.
- G. "Overnight." Between the hours of 10:00pm to 7:00 am the following day.
- H. "Owner." The natural person or legal entity that owns and holds legal and/or equitable title to the property.
- I. "Owner occupancy." Owner occupancy is demonstrated through meeting the residency requirements of Section 5.02.020.
- J. "Remuneration." Compensation, money, rent or other bargained for consideration given in return for use, rent, or occupancy of a short-term rental.
- K. "Short-term rental." A dwelling unit or lodging unit for which an owner receives or seeks remuneration for use or occupancy for a period of less than thirty consecutive days per rental period. Businesses with current transient accommodation licenses (e.g. hotels, motels and bed and breakfasts) under RCW Ch. 70.62 are specifically exempted from this Chapter 5.02.
- L. "Short-term rental permit" or "permit." The regulatory permit required by WSMC 5.02.15 and described in this chapter.
- M. "Vacation home rental". The short-term rental of an entire primary dwelling unit. This does not include accessory dwelling units (ADUs).
-  N. "Queue". A queue shall be established if all available permits have been exhausted. Individuals who meet all of the requirements for a hosted homeshare or vacation home rental who are unable to obtain a license and permit due to the quota being reached may enter the queue on a first come, first served basis.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.015 Short-term rental

- A. Permit Required. No owner or manager of property within the White Salmon city limits may advertise, offer, operate, rent, receive remuneration for, or otherwise make available or allow any other person to make available for occupancy a short-term rental without a short-term rental permit. Advertise or offer includes through any media, whether written, electronic, web-based, digital, mobile or otherwise.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.020 Application and fee.

- A. Application Required. An application for a short-term rental permit shall be completed and submitted to the city on a form provided by the city. The application shall be signed by the owner or owner's agent and contain the following information:

-
1. Owner Information. Owner's name, permanent residence address, telephone number, owner's mailing address, and the short-term rental address and landline telephone number, if available.
 2. Proof of Residency (for conforming short-term rentals within the MHHP, RL, R-1, R-2 or R-3 zones). Proof of residency of a dwelling unit shall be established through owner occupancy of the primary residence. The applicant shall provide the following items as evidence that the dwelling is the primary residence of the owner:
 - a) A copy of a voter registration associated with a local address; and
 - b) A copy of a current Washington Driver's License or Identification Card showing local address; and
 - c) A copy of federal income tax return from the most recent tax year (page 1 only, financial data should be redacted) showing local address.
 3. Contact Person Information. If the owner is not always available when a vacation home or hosted homeshare property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the short-term rental as set forth in WSMC 5.02.040.
 4. Tax Information. A statement of intent to collect and remit all taxes associated with the short-term rental.
 5. Inspection Access. A statement allowing the city reasonable access to the property for the purpose of reviewing the proposal for the health and safety requirements set forth in WSMC 5.02.040(D).
 6. Right to Publish Contact Information. A statement allowing the city to make owner and contact person phone numbers publicly available at City Hall when requested through a public records request.
 7. Neighborhood Notice. A statement of intent to notify neighbors as required by WSMC 5.02.040(A).
 8. Good Neighbor Guidelines. A statement of intent to provide the city-provided Good Neighbor Guidelines to guests of the short-term rental.
 9. Parking Diagram.. Statement that required parking spaces are available, with a dated photo(s) submitted of interior and exterior parking spaces. A site plan including a parking diagram of these parking spaces shall also be submitted and provided to guests staying in the short-term rental unit.
 10. Liability Insurance. A statement of intent to provide liability insurance coverage as required by WSMC 5.02.040.G.
 11. Fire Safety. A completed checklist for fire safety as required by WSMC 5.10.XX
 12. Garbage Service. Proof of garbage service as required by WSMC 5.10.XX
 13. Occupancy. Occupancy limits and number of bedrooms shall be consistent with Sec. 5.02.040
 14. Such other information as the city administrator or designee deems reasonably necessary to administer this chapter. B. Application Fee. Applications under this section shall be accompanied by a fee payable to the city in an amount established and periodically adjusted by city council resolution.
 - C. Incomplete Application. If a permit application does not include all required materials, the application will be considered incomplete and the City will notify the applicant, by electronic mail, explaining the information required. If the applicant provides the missing required information within 30 calendar days of the date of the notice, the application will be reviewed. If the applicant does not provide the required information, the application will be deemed withdrawn and the City may refund all or a portion of the application fee.
 - D. Discretionary Fees. At the discretion of the city administrator or designee, the application fee may include the actual costs for labor, overhead, and expenses for outside consultant reviews and/or special inspections.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.025 Term of annual permit.

- A. Term. A short-term rental permit shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to January 31 and may be renewed annually by the owner or contact person provided all applicable standards of this chapter are met for a maximum of 8 consecutive years (7 consecutive permit renewals) whereupon the applicant may reapply for a permit which may be renewable for an additional 8 consecutive years. Those holding existing permits may join the existing queue up to one year prior to the expiration of the permit term or when one becomes available per WSMC 5.02.030.(F).
- B. Transferability. The operating license shall be issued in the name of the licensee(s) and is not transferable to a new property owner or occupant without submission of a new short term rental application. A transfer to a wholly-owned entity such as a limited liability company will not require a new application but the property owner shall provide evidence of the transfer and the new UBI number within 30 days of the transfer.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.030 Permitting and renewal procedures.

A short-term rental permit shall be obtained and/or renewed as required in this section. This permit is in addition to the city business license required under WSMC Ch. 5.04., and the supplemental zoning regulations under WSMC Ch. 17.57. The ability to operate a short-term rental in the city of White Salmon shall be discontinued in the event the owner fails to obtain or renew a permit to operate as provided in this chapter.

- A. Application and Renewal Process. A person engaging in operation of a short-term rental who has not yet obtained a permit, or who is required to renew an existing operating permit, shall do so as follows:
 - 1. Time for Application.
 - a. New Permits. For new short-term rental permits, it is the responsibility of the owner or owner's agent to apply for and receive a permit prior to operation of a short-term rental. Short-term rental permits shall be processed as a conditional use permit. Applications for conditional uses shall be processed as a Type I-B decision by the administrator.
 - b. Existing Short-term rentals. A completed permit renewal application and renewal fee is due for all existing short-term rentals annually by January 31.
 - 2. Notice. Prior to the January 31 annual due date, the city shall send notice of the need for a permit or expiration of a permit to the owner of any property for which an application is due as follows:
 - a. For the first permit required for any short-term rental in the city, it is the owner's obligation and responsibility to apply for a permit.
 - b. For permit renewal, notice will be sent to the mailing and email addresses of the owner and contact person as provided to the city on the application.
- B. Exemption for existing 'Legacy' homeshares and vacation homes within the MHHP, RL, R1, R2, and R3 zones. For the purposes of this section, an existing 'Legacy' homeshare or vacation home is one which meets all of the standards and criteria in WSMC 17.57. The extent of the nonconformity and exemption shall be limited to compliance with the standards that were in effect in WSMC Ch 5.02 prior to the

(Supp. No. 23)

Created: 2021-09-08 12:21:22 [EST]

adoption of Ordinance 2022-XX on XX/XX/2022 and shall remain exempt from new regulations for a maximum of ten (10) consecutive years. from initial permit issuance following this ordinance. The applicant has the burden of proving by a preponderance of credible evidence that all the elements of a nonconforming hosted homeshare or vacation home rental were extant prior to the adoption of Ordinance 2022-XX on XX/XX/2022. Applicants shall be subject to the fees in place for yearly permit renewal.

- C. Exemption for existing 'Legacy' short-term Rentals within the downtown commercial zone. For the purposes of this section, an existing 'Legacy' short-term rental is one which meets all of the standards and criteria in WSMC 17.57. The extent of the nonconformity and exemption shall be limited to compliance with the standards that were in effect in WSMC Ch 5.02 prior to the adoption of Ordinance 2022-XX on XX/XX/2022 and shall remain exempt from new regulations provided the use is vested. The applicant has the burden of proving by a preponderance of credible evidence that all the elements of a nonconforming short-term rental in the commercial zone were extant and vested under RCW 19.27.095 prior to the adoption of Ordinance 2022-XX on XX/XX/2022.

- D. Quantity of permits by location and owner.

1. Maximum number of permits per owner.

- a) A maximum of one hosted homeshare or vacation home rental permit shall be issued per owner occupied property in the in the RL, R1, R2, and R3 zones.
- b) There is no limit on the number of short-term rental permits a property owner may obtain in the Commercial zones.

2. Cap on permits outside Comercial zone. The city limits the amount of overall hosted homeshare and vacation home rental permits issued annually in the RL, R1, R2, R3, and MHHD zones to 10% of housing units and shall be adjusted by the administrator based upon the most recent housing data reported by the City to the Washington Office of Financial Management annually prior to issuance of new permits.

3. Commercial zone. There is no cap on the number of short-term rental permits in the commercial zone. No more than 30% of residential units on any given parcel in the commercial zoning district may be used as short-term rentals. This number shall be rounded to the nearest integer, with a half integer rounded down, depending on the number of existing or proposed units.

For example:

Units on parcel	Max number of short-term rentals
Up to 5 units	1
6 to 8 units	2
9 to 11 units	3
12 to 14 units	4
15 to 18 units	5
19 to 21 units	6
22 to 25 units	7

- E. Queue. In the event the maximum number of permits is issued by the city within any given year, the Administrator or their designee shall accept and tentatively approve conforming hosted homeshare and vacation home rentals on a first come first serve basis with the condition that a license will not be issued until such time that a permit becomes available. The queue list shall be administered and

updated as needed to monitor the cap on permits and ratio of homeshares to vacation homes by the Planning Director or their designee and be made available on the City of White Salmon website.

- F. Permit Expiration. For renewals, upon expiration of a thirty-day late period commencing January 31st of each year, the ability to operate shall be conclusively presumed to be discontinued and the city will commence revocation of the permit pursuant to the procedures in WSMC 5.02.045.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.035 Criteria for approval and renewal of a permit.

- A. Zoning Compliance. The property is in compliance with requirements of WSMC Ch. 17.57 Short-term rental (Zoning).
- B. Health and Safety.
1. Every short-term rental permit shall be subject to inspection by the building official or designee at the city's discretion. The purpose of the inspection is to determine conformance with the Short-Term Rental Fire Safety Checklist (fire extinguishers, smoke alarms, carbon monoxide detectors, posted evacuation plans, etc.). It is the owner's responsibility to assure that deficiencies identified in the checklist are addressed and that the short-term rental is and remains in substantial compliance with all applicable fire, building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.
 2. Solid Waste Collection – minimum service requirements. During all months that the dwelling is available for transient accommodation, Vacation Home Rentals shall have weekly solid waste collection service with assisted pick-up provided by the solid waste provider, if available. For the purposes of this section, assisted pick-up means the collection driver retrieves the cart from the driveway, rolls it out for service, and then places it back in its original location.
- C.. New Permit. Upon receipt of a complete application for a new short-term rental permit and payment of all required fees and after completing all required operational requirements of section 5.02.040 below, the city administrator or designee will issue a short-term rental permit.
- D.. Permit Renewal. Upon receipt of a complete application for renewal of a short-term rental permit and payment of all required fees, the city will review the application and available information to determine compliance with the operational requirements of WSMC 5.02.040. If not met, the city administrator or designee will not renew the permit and the property shall not be used as a short-term rental. Incomplete applications will not be processed..
- E.. Owner's Role. The owner has the burden of proof to demonstrate compliance with each operational requirement and special standard placed on the short-term rental permit. Staff may verify evidence submitted and the applicant shall cooperate fully in any investigation.
- F. Appeals. A decision on a permit application or renewal may be appealed as provided in WSMC 5.02.055.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.040 Operational requirements.

- A. Maximum number of nights. The maximum number of nights per year which a permitted short-term rental may be operated shall be in accordance with WSMC Ch 17.57 and as specified below. The license shall

(Supp. No. 23)

Created: 2021-09-08 12:21:22 [EST]

specify whether the short-term rental will be operated as a hosted homeshare or a vacation home rental. The maximum number of nights shall be indicated on the license and shall not be exceeded.

Short-term rentals in Commercial zones:	365 nights /year
Conforming hosted homeshare rentals in the RL, R1, R2, and R3 zone:	365 nights /year
Conforming vacation home rentals in RL, R-1, R-2 and R-3 zones:	150 nights /year
Existing non-conforming 'Legacy' short-term rentals in commercial zones:	See WSMC 5.02.030.B
Existing non-conforming 'Legacy' short-term rentals in RL,R-1, R-2 and R-3 zones:	See WSMC 5.02.030.C

B. Parking.

1. A minimum of one (1) improved off-street parking space shall be provided for every two bedrooms. In calculating the number of spaces required, the total shall be rounded up. A photo of all parking spaces including the interior of the garage, if applicable, shall be submitted to show parking availability. Required parking may be permitted on another lot within 250 feet of the subject property with a shared parking agreement or proof of legal parking access.

2. A parking diagram of the approved parking spaces shall be provided to tenants and be available in a prominent location within the short-term rental dwelling.

C. Occupancy. The maximum overnight occupancy for the dwelling shall be limited to two persons per bedroom (as defined by the International Building Code) and two additional persons (e.g., a two-bedroom dwelling is permitted a maximum overnight occupancy of six persons). The maximum daytime occupancy shall be limited to the overnight occupancy plus six additional persons (e.g., a two-bedroom dwelling is permitted a maximum daytime occupancy of twelve).

D. Specific Prohibitions. The following activities are prohibited on the premises of a short-term rental during periods of short-term rental by a guest:

1. Unattended barking dogs.

2. Activities that exceed noise limitations set by WSMC Ch 8.05. during the hours of "overnight" stay as defined in WSMC 5.02.10

E. Notice to Neighbors. Prior to issuance of permit, the owner or contact person shall provide a mailing or otherwise distribute by hand a notice to all abutting property owners and all property owners of record within a 150-foot radius. The notice shall include the permit number and the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the permit period, the new information must be mailed or distributed again.

-
- F. Response to Complaints. The contact person shall respond to neighborhood questions, concerns, or complaints in a reasonably timely manner depending on the circumstances.
1. Owner Responsibility. Reasonable initial inquiries or complaints related to the expectations set in the Good Neighbor Guidelines may first be made to the owner or contact person. However, it is not intended that the owner or contact person act as a peace officer or code enforcement officer of the city or put themselves in an at-risk situation. In such cases, the owner or contact person should contact the city to discuss resolution of the complaint.
 2. Complaint Log. The owner or contact person should maintain a record of complaints and the actions taken in response to the complaint, if relevant, in a manner reasonable to document the interaction. If kept, this record can then be made available for city inspection upon request.
 3. City Authority. If there is a failure to respond or a clearly inadequate response by the owner or contact person, a complaint may be submitted to the city on a form provided by the city, and the city will respond or investigate as needed. The city will first seek voluntary compliance or resolution, but if the city finds substantial evidence supports further action given the complaint(s), the city will follow the warning and revocation procedures set forth in WSMC 5.02.045.
 4. Records. On request and in compliance with the public records law, the city shall provide the owner and/or contact person with the information in the complaint.
 5. Grounds for Warning. Failure of the owner or representative to timely and reasonably respond to a complaint(s) relayed by neighbors or city staff is considered grounds for a warning and potential revocation under WSMC 5.02.045. Noise complaints regarding tenants may be grounds for a warning to the owner, if, in the reasonable judgment of the city administrator, the circumstances indicate the owner should be held responsible. Initiating a nuisance enforcement action under WSMC Ch. 8.70 may be grounds for a warning in the appropriate circumstances.
 6. Administrative Rules. The city administrator may establish administrative rules to interpret, clarify, carry out, and enforce the provisions of this chapter. A copy of such administrative rules shall be on file and made available at City Hall.
- G. Taxation. The owner shall fully comply with all applicable city and state tax reporting and payment requirements, especially lodging taxes due to the city under WSMC 3.50 and retail sales and use taxes due under WSMC 3.04.
- H. Mandatory Interior Postings. Important information related to the permitting and use of the short-term rental shall be displayed in a prominent location within the interior of the dwelling, either adjacent to the front door or in a highly visible rental binder. The information shall include:
1. The short-term rental permit;
 2. Any special standards placed on the short-term rental permit;
 3. The property address;
 4. The name of the owner and contact person and a telephone number where the owner and contact person may be contacted;
 5. The parking diagram of the parking spaces available for use by the short-term rental. The parking diagram may include on-street parking areas, but on-street parking is not for the exclusive use of any home or short-term rental; and
 6. The city-provided Good Neighbor Guidelines. Additionally, the city encourages all owners to incorporate the Good Neighbor Guidelines into the rental contract.

7. All other requirements of state and fire code etc.

- I. Liability Insurance. The owner shall maintain liability insurance which expressly covers the property's use as a short-term rental.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.045 Revocation procedure.

- A. In addition to the penalties described in WSMC 5.02.050, the following provisions apply to violations of this chapter:
1. Failure to renew a permit as set forth in WSMC 5.02.030 is grounds for revocation of the short-term rental permit.
 2. Failure to timely pay lodging or sales taxes required by WSMC 5.02.040.E or to otherwise meet the operational requirements of WSMC 5.02.040 is grounds for revocation of the permit.
 3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for revocation of the permit.
 4. Such other violations of this chapter of sufficient severity in the reasonable judgement of the city administrator, so as to provide reasonable grounds for revocation of the permit.
 5. Other violations of this chapter, including but not limited to city-initiated investigation/sustaining of complaints, shall be processed as follows:
 - a. For the first and second violations within the period of the permit issuance, the sanction shall be a warning notice.
 - b. If the same offense continues to occur or a third similar offense occurs at any time during the period of the permit issuance, the city may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.
- B. Notice of Decision/Appeal/Stay. If the short-term rental permit is updated or revoked as provided in this section, the city administrator or designee shall send written notice to the owner stating the basis for the decision. The notice shall provide a date that a short-term rental permit is to be revoked and shall be no earlier than thirty calendar days from the date of the notice. Provided, however, stays booked prior to the notice of permit revocation may be honored by the owner or manager unless the revocation was due in part to life, health or safety violations that pose a risk to the renters. The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The owner may appeal the city administrator's decision under the procedures set forth in WSMC 5.02.055. Upon receipt of an appeal, the city administrator or designee shall stay the update or revocation decision until the appeal has been finally determined by the city council.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.050 Violations—Penalties.

- A. In addition to the revocation procedures of WSMC 5.02.045, any person or owner who uses, or allows the use of, property in violation of this chapter is guilty of a class 1 civil infraction under RCW 7.80.120(1)(a) and is subject to fine or two hundred fifty dollars per violation. Each day a dwelling is used in violation of this chapter shall be considered a separate violation. Furthermore, the use is subject to abatement as a nuisance under WSMC Ch. 8.07.

-
- B. The following conduct also constitutes a violation of this chapter subject to punishment as Class 1 Civil Infraction:
1. Renting or representing a dwelling unit or lodging unit as available for occupancy or rent as a short-term rental where the owner does not hold a valid permit issued under this chapter, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating permit, or exceeding rental days per Ch. 5.02 and Ch. 17.57; and
 2. Advertising or renting a short-term rental in a manner that does not comply with the standards of this chapter; and
 3. Failure to comply with the operational requirements of WSMC 5.02.040.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.055 Appeals.

- A. Appellant—Standing. Only the owner or contact person shall have standing to appeal a decision by the city to deny, revoke or attach special operational standards to a short-term rental permit.
- B. Authority to Decide Appeal. The city council shall be responsible for determining an appeal of a decision brought under WSMC 5.02.055.A.
- C. Time for Filing. An appellant is required to file a written notice of appeal including the basis for the appeal within fourteen calendar days of the permit determination. This requirement is jurisdictional and late filings shall not be allowed.
- D. Fee for Appeal. The city council may establish by resolution a fee for filing an appeal, and payment of the required fee shall be jurisdictional.
- E. Hearing. After receiving written notice of appeal, the city administrator or designee shall schedule a hearing on the appeal before the city council. At the hearing, the appellant shall have the opportunity to present evidence and arguments as may be relevant. The council may direct staff to draft findings of fact and interpretations of code or law to be considered at a later council meeting.
- F. Standard of review and decision. The council shall determine whether the city's decision was based on a preponderance of the evidence. A decision of the council shall be based on the evidence received, in writing and signed by the mayor, and issued no later than thirty calendar days after the close of the hearing.
- G. Finality. The council's decision shall be final on the date of mailing the decision to the appellant. The council's decision is the final decision of the city and is appealable only under the Land Use Petition Act (LUPA), RCW Ch. 36.70C.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.060 Discontinuance of short-term rental occupancy.

- A. After Revocation. After a short-term rental permit has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a new permit is issued, and the owner of the property to which the permit applied and whose permit has been revoked shall not be eligible to reapply for a short-term rental permit for short-term rental on the same property for a period of twelve months from the date of revocation.
- B. After Expiration. If a short-term rental permit expires, the dwelling unit may not be used or occupied as a short-term rental. The owner of the property to which the permit applied and whose permit has expired shall

be required to apply for and obtain a short-term rental permit before the property may be lawfully used or occupied as a short-term rental.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

5.02.065 Remedies not exclusive.

The remedies provided in this chapter are in addition to, and not in lieu of, all other legal remedies, criminal and civil, which may be pursued by the city to address any violation of this code.

(Ord. No. 2019-12-1052, § 1, 12-4-2019)

17.57 Hosted homeshares and vacation home rentals.

17.57.010 Purpose.

Dwelling units may be used as hosted homeshares or vacation home rentals in the Single-Family Large Lot Residential (RL), Single-Family Residential District (R-1), Two-Family Residential District (R-2), Multi-Family Residential District (R-3), Mobile/Manufactured Home Residential District (MHRP), and the Commercial Zone (C). Hosted homeshares and vacation home rentals are prohibited in the Riverfrontage District Zone (RD).

17.57.020 License Required.

- A. Persons operating a hosted homeshare or vacation home rental shall obtain a short-term rental operating license pursuant to Chapter [5.02](#) of the White Salmon Municipal Code.

17.57.030 Use Restrictions – All Zones.

- A. The room(s) for transient rental shall not include rooms within a recreational vehicle, travel trailer, or tent or other temporary shelter.
- B. The maximum occupancy for the dwelling shall be two persons per bedroom plus two additional persons. For example, a two-bedroom dwelling would have a maximum occupancy of six persons.
- C. One (1) hard surfaced off-street parking space shall be provided for every two bedrooms in accordance with the requirements of Chapter [17.72](#). In calculating the number of spaces required, the total shall be rounded up. If the garage is to be utilized to meet the parking requirement, a photo of the interior of the garage shall be submitted to show the garage is available for parking. Required parking may be permitted on another lot within 250 feet of the subject property with a shared parking agreement or proof of legal parking access.

17.57.040 Additional Use Restrictions – Residential Zones (RL, R-1, R-2, R-3, and MHRP).

- A. A hosted homeshare or vacation home rental is only permitted when it is an accessory use to the existing and continued residential use of a dwelling as the primary residence of the property owner and is limited to the rental of one dwelling unit, or room, within a hosted homeshare per property. Proof of primary residence shall be provided in accordance with Chapter [5.02](#) of the White Salmon Municipal Code.
- B. The accessory use of a primary residence as a hosted homeshare wherein the rental of an attached or detached accessory dwelling unit (ADU), or a room within the residence with the owner present within the primary residence is allowed without limit to number of nights per year.

C. The accessory use of a primary residence as a vacation home rental (entire home) is limited to a total of one-hundred and fifty (150) days per calendar year.

D. A hosted homeshare or vacation home rental shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to January 31 of the following year and may be renewed annually by the owner or contact person provided all applicable standards are met for a maximum of 8 consecutive years (7 consecutive permit renewals), whereupon the applicant may reapply for a permit pursuant to WSMC Chapter 5.02.

E. The number of hosted homeshare and vacation home rental permits available yearly shall be capped at ten (10) percent of existing housing stock (dwelling units) pursuant to WSMC Chapter 5.02.

17.57.050 Additional Use Restrictions – Commercial Zones (C)

A. A hosted homeshare or vacation home rentals are permitted only when no more than 30% of residential units on a parcel in the commercial zoning district are for the purpose of short-term rental. This number shall be rounded to the nearest integer, with a half integer rounded down, depending on the number of existing or proposed units.

B. With the exception of existing hosted homeshares and vacation rentals in the Commercial zones which meet the requirements of subsection 17.57.060, no hosted homeshare or vacation home rental shall be permitted to occupy a ground floor space with commercial street frontage.

17.57.060 Prior Existing (Nonconforming) Use.

For purposes of hosted homeshare and vacation home rentals, the nonconforming use provisions in WSMC Chapter [17.76](#) (Nonconforming Uses and Structures) shall apply except as specifically modified in this section.

A. Any hosted homeshare or vacation home rental lawfully established and actually in existence prior to the effective date of this 2022 ordinance may continue as a legal nonconforming use until 10 years (9 total consecutive permits) from the adoption date of this ordinance, at which time use of the property shall come into full compliance with the then-applicable provisions of this WSMC Title [17](#).

B. A hosted homeshare or vacation home rental in the RL, R-1, R-2, R-3, and MHHP zones shall be deemed to be lawfully established and actually in existence if, at any time prior to the effective date of this 2022 ordinance all of the following occurred:

1. The home was actually used as a hosted homeshare or vacation home rental as defined in WSMC [17.08.530](#);
2. The owner obtained from the City a Business License and paid Lodging Taxes; and
3. The owner obtained a Short-Term Rental Permit pursuant to WSMC Chapter [5.02](#).

C. The proponent of the nonconforming use status of a hosted homeshare or vacation home rental has the burden of proving by a preponderance of credible evidence all of the elements of a nonconforming hosted homeshare or vacation home rental.

D. In addition to proving the elements of a nonconforming hosted homeshare or vacation home rental as described in subsection E2 of this section, to maintain that status, the owner shall apply for and obtain a Short Term Rental Operating License under WSMC Chapter [5.02](#) within 12 months of the effective date of Ordinance XXXX, which is January [REDACTED], 2022, and maintain in good standing that License for the remaining duration time periods provided in this section. Failure to maintain the Short Term Rental Operating License in good standing for the remaining duration of the time periods shall result in the immediate termination of any nonconforming use status the home may otherwise have had by operation of law and without the need for any action by the City. The non-conforming use status provided for herein does not transfer with title to the property.

Chapter 17.08 DEFINITIONS¹

Sections:

17.08.010 Interpretation of language.

For the purpose of this title, certain terms are defined in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural, and words in the plural number include the singular; the word "person" may be taken for persons, associations, firms, co-partnerships or corporations; the word "structure" includes building; the word "occupied" includes premises designated or intended to be occupied; the word "used" includes designated or intended to be used; and the word "shall" is always mandatory and not merely directive.

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

17.08.015 Abut and abutting.

"Abut and abutting", unless otherwise specified in this chapter for specific purposes, means an area of land or a building that is directly adjacent to or has a common boundary with the land or building at issue.

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

17.08.020 Accessory dwelling unit.

"Accessory dwelling unit" (ADU) means a habitable living unit added to, created within, or detached from the principal single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation.

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

17.08.030 Accessory use or structure.

"Accessory use or structure" means a use or structure which is subordinate to the principal use of a building on the lot serving a purpose customarily incidental to the principal use of a building.

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

¹Editor's note(s)—Ord. No. 2021-05-1079, §§ 1, 1(Exh. A), adopted May 19, 2021, repealed the former Ch. 17.08, §§ 17.08.010—17.08.540, and enacted a new Ch. 17.08 as set out herein. The former Ch. 17.08 pertained to similar subject matter and derived from Ord. No. 2012-11-905, adopted Nov. 26, 2012.

17.08.040 Adult boarding homes.

"Adult boarding homes" means any home or other institution which is licensed to operate and provide board and domiciliary care to seven or more persons, not related by blood or marriage to the operator, as defined in RCW Chapter 18.20.020.

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

17.08.050 Alley.

"Alley" means a public right-of-way not over thirty feet wide which affords, generally, a secondary means of access to abutting lots, not intended for general use.

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

17.08.060 Apartment house.

"Apartment house" means a building or portion thereof used or intended to be used as a residential unit for long-term rent or lease of thirty days or more with three or more families or householders living independently of each other.

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

17.08.070 Basement.

"Basement" means a portion of a building included between a floor, with its level four feet or more below the level from which the height of the building is measured and the ceiling next above such floor; provided, that the floor of said basement is located an average of four feet below finish grade at the building face with no portion of the basement being more than eight feet above finish grade. A basement is not to be considered a story for purposes of height determination.

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

17.08.080 Bed and breakfast.

"Bed and breakfast" means an establishment in a residential district that contains up to five guest bedrooms, is owner or manager occupied, provides a morning meal, and limits the length of stay to fifteen consecutive days per month.

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

17.08.090 Billboard.

"Billboard" means an outdoor advertising sign, being any structure or portion thereof, situated on private premises, upon which lettered or pictured material is displayed for advertising purposes, other than the name and the occupation of the user, or the nature of the business conducted on such premises or the products primarily sold or manufactured thereon.

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

17.08.100 Building.

"Building" means any structure, permanent, mobile, demountable or movable, built or used for the support, shelter or enclosure of any persons, animals, goods, equipment, or chattels and property of any kind.

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

17.08.110 Building line.

"Building line" means a line parallel with the property line located on the inside border of the required yard.

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

17.08.120 Bulk plant.

"Bulk plant" means an establishment where flammable liquids are received by tank vessel, pipelines, tank car or tank vehicle, and are stored or blended in bulk for the purpose of distributing such liquids by tank vessel, pipeline, tank car, tank vehicle or container.

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

17.08.130 Clinic.

"Clinic" means a building or portion of a building containing offices and facilities for providing medical, dental or psychiatric services for outpatients only.

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

17.08.140 Commercial recreation.

"Commercial recreation" means the provision of recreation-related products or services by private enterprise for a fee.

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

17.08.150 Comprehensive plan.

"Comprehensive plan" means a generalized coordinated land use policy statement of the city that is adopted by the city.

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

17.08.160 Condominium unit.

"Condominium unit" means one of a group of housing units where each homeowner owns their individual unit space, and all dwellings typically share ownership of areas of common use. Individual units normally do but are not required to share common walls. A condominium project limits the individual ownership to that of the units rather than dividing the ownership of a parcel of land by subdivision or short subdivision. All or most of the land in the project is owned in common by all the homeowners. The maintenance responsibility for common land

and amenities is managed by an association established by the declaration or bylaws and supported by dues paid by owners of the individual units. Each owner pays taxes on their individual condominium unit and is free to sell at will. The exterior walls and roof of units are typically insured by the condominium association, while all interior walls and items are typically insured by the individual owner. Zoning regulations, standards, and criteria are applicable to condominium development. In addition to required compliance with RCW Chapter 64.34, Condominium Act, and all other state and federal regulations, a condominium project must comply with all land use and environmental review. Maximum dwelling unit densities, all standards applicable to specified housing and structure types, and all site and street standards are applied to proposed condominium projects through the site plan review process and approval of a binding site plan is required prior to development of any condominium project regardless of the need or lack of need to subdivide the land.

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

17.08.170 Council.

"Council" means the city council.

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

17.08.180 Day care center.

"Day care center" is a duly licensed day care provider which accommodates more than five children and less than thirteen children in the provider's home.

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

17.08.190 Density provisions.

"Density provisions" mean requirements for each land use district to encourage, protect and preserve the health, safety and general welfare of the area through standards which include yards, height, bulk, lot area, lot coverage, and occupancy limitations.

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

17.08.200 Director of planning.

"Director of planning" means the person designated by the city council, who is charged with the responsibility of administering the zoning ordinance in terms of the comprehensive plan and in accordance with the decisions of the planning commission, the board of adjustment and the city council.

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

17.08.210 District or zone.

"District" or "zone" means a section or district of the city within which standards governing the use of the buildings and premises are uniform.

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

17.08.220 Duplex.

"Duplex" means a two-family structure with a common roof.

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

17.08.230 Dwelling.

"Dwelling" means a building or portion thereof providing complete housekeeping facilities for one family.

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

17.08.240 Dwelling group.

"Dwelling group" means and shall consist of three or more detached dwelling structures located on the same lot.

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

17.08.250 Dwelling unit.

"Dwelling unit" means one or more rooms in a building designed for occupancy by one family for living and sleeping purposes and having not more than one kitchen. For the purposes of hosted homeshare and vacation home rentals a dwelling unit is defined in Section 5.02.010.B

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

17.08.260 Exception.

"Exception" means a use permitted only after review of an application therefor by the board of adjustment, rather than administrative officials.

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

17.08.270 Family.

"Family" means a person living alone, or two or more persons customarily living together as a single household or housekeeping unit and using common cooking facilities, as distinguished from a group occupying a hotel, club, board or lodging house.

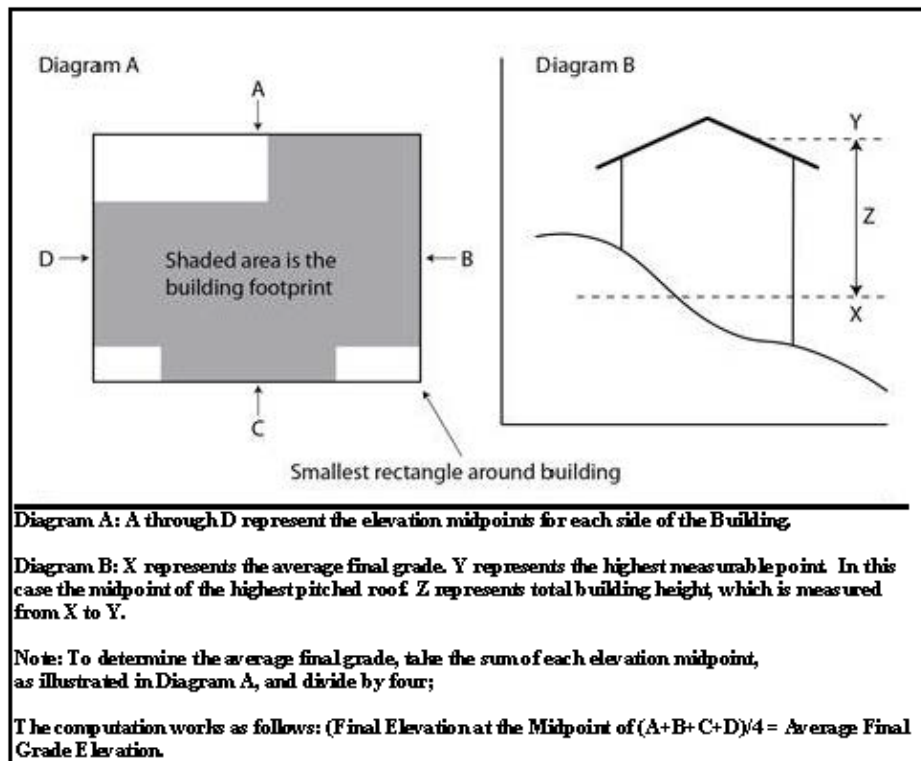
(Ord. No. 2021-05-1079, § 1(Exh. A), 5-19-2021)

17.08.280 Height of building.

A. "Height of building" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable ridge of a pitched or hipped roof. The reference datum shall be calculated as follows:

1. Determine the smallest rectangle as illustrated in Diagram A that encompasses all four corners of the proposed building pad (includes covered decks and covered porches) at final grade.

2. Determine the relative elevation at all four corners of the rectangle as illustrated in Diagram B below.
 3. Determine the reference datum elevation using the diagram instructions below.
 4. Flat roofs and roofs greater than 6-12 pitch angle will be measured from the highest point.
- B. The height of a stepped or terraced building is the maximum height of any segment of the building.



(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 by a member or members of a family residing therein. A home occupation is not a client-patronage office or the principal place of call for the business operation.

- A. Only persons residing on the premises may be engaged in the home occupation.
- B. There shall be no outside displays of merchandise.
- C. The home occupation shall not affect the outside appearance as a residence. Business shall be conducted in such a manner as to give no outward appearance nor manifest any characteristic of a business that would infringe upon the rights of neighboring residents to enjoy a peaceful occupancy of their homes.
- D. Business signs shall be permitted as per Sign Ordinance, Chapter 15.12 of this code.

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

17.08.295 Hosted Homeshare.

"Hosted homeshare" The short-term rental of a portion of a dwelling or an attached or detached separate accessory dwelling unit (ADU) on the property of the licensee's primary address, where the licensee is present during rental periods.

17.08.300 Hotel.

"Hotel" means a commercial property on one or more adjacent parcels designed and intended to provide overnight lodging to transient guests for a fee. A hotel generally consists of a lobby, rented units that are entered from the inside of the building, has a minimum of seven rental units, on-site staff, and a transient lodging license as issued and administered by the Washington State Department of Health. A hotel is not a short-term rental.

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

17.08.310 Junkyard.

"Junkyard" means a place where waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including house-wrecking yards, used-lumber yards, and yards for the use of salvaged house-wrecking and structural steel materials and equipment.

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

17.08.320 Lot.

"Lot" means a parcel of land, under one ownership, used or capable of being used under the regulations of this title, including both the building site and all required yards and other open spaces.

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

17.08.330 Lot coverage.

"Lot coverage" means that portion of a lot that is occupied by the principal building and its accessory building(s), expressed as a percentage of the total lot area. It shall include all projections except eaves.

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

17.08.340 Lot depth.

"Lot depth" means the horizontal distance between the front and rear lot lines.

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

17.08.350 Lot width.

"Lot width" means the distance between side lot lines, measured at the front yard building line; in case of irregular-shaped lots, the lot shall be measured at a point midway between the front and rear lot lines.

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

17.08.360 Major thoroughfares.

"Major thoroughfares" means primary and secondary arterials and state highways, as shown on the comprehensive plan.

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

17.08.370 Manufacture.

"Manufacture" means the converting of raw, unfinished materials or products, or any or either of them, into an article or articles or substance of a different character, or for use for a different character, or for use as a different purpose.

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

17.08.380 Manufactured home.

"Manufactured home" means a single-family dwelling built in accordance with the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code; and complying with the standards as designated on the data plate (HUD and L&I certification requirements) and with all the provisions of the in effect at the time of its construction. A manufacture home also

- Includes plumbing, electrical systems and HVAC;
- Has exterior siding similar in appearance to that used in recently constructed single-family dwellings;
- Has a roof constructed of composition, wood shake or shingle coated metal or similar material;
- Is built on a permanent chassis; and
- Can be transported in one or more section.

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

17.08.390 Mobile home.

"Mobile home" means a structure, constructed before June 15, 1976, that is transportable in one or more sections that are eight feet or more in width and thirty-two or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and bearing the "Mobile Home" insignia of the Washington State Department of Labor and Industries, commonly referred to as a single wide.

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

17.08.400 Mobile home park.

"Mobile home park" means any property used for the accommodation of inhabited manufactured or mobile homes, which are rented or held out for a period of no less than thirty days for rent to others for the primary purpose of production of income.

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

17.08.410 Modular home.

"Modular home" means housing units that are built off-site in accordance with applicable building codes and bearing the appropriate insignia indicating such compliance, and shipped by truck or other conveyance to the building site, where the home is assembled on a permanent foundation.

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

17.08.420 Motel.

"Motel" means a commercial property with a single or multiple buildings on one or more adjacent parcels designed and intended to provide overnight lodging to transient guests for a fee. A motel shall consist of on-call staff located on the same premises. Renters are entered from the outside of the building; the facility has a minimum of five rental units and a transient lodging license as issued and administered by the Washington State Department of Health. A motel is not a short-term rental.

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

17.08.430 Multiple-family residence.

"Multiple-family residence" means a building arranged to be occupied by more than two families.

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

17.08.440 Net area—Net development area.

"Net area" or "net development area," means the total usable area, exclusive of space dedicated to such things as streets, easements and uses out of character with the principal uses. The net area is used to compute density equivalents where applicable in this title.

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

17.08.450 Nonconforming building or structure.

"Nonconforming building or structure" means a building, structure or portion thereof that was legally in existence, either constructed or altered at the time of passage of the ordinance or amendments thereto, which does not conform with this title or amendments thereto.

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

17.08.460 Nonconforming use.

"Nonconforming use" means a use or an activity involving a building or land occupied or in existence at the effective date of the ordinance codified in this title, or at the time of any amendments thereto, which does not conform to the standards of the zoning district in which it is located.

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

17.08.470 Nursing home.

"Nursing home" means any home, place or institution which operates or maintains facilities providing care for convalescent or chronically ill persons or both for a period longer than twenty-four consecutive hours for three or more persons, not related by blood or marriage to the operator, who by reason of illness or infirmity are unable to properly care for themselves.

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

17.08.480 Off-street parking space.

"Off-street parking space" means a permanently surfaced area not situated within a public right-of-way for the parking of a motor vehicle.

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

17.08.490 Place of public assembly.

"Place of public assembly" means auditoriums, spectator sporting venues, arcades, public plazas, courtrooms, large lecture halls, outdoor stadiums, museums, accessory conference rooms, food courts, or public rooftop terraces; similar uses may be allowed at the discretion of the city council.

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

17.08.500 Principal uses permitted outright.

"Principal uses permitted outright" means uses allowed as a matter of right within certain land use districts without public hearing, zoning permit, conditional exception, or variance; provided, that such use is in accordance with requirements of a particular district and general conditions stated elsewhere in this title.

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

17.08.510 Prohibited uses.

"Prohibited uses" means any use which is not specifically enumerated or interpreted as allowable in that district.

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

17.08.520 Service station.

"Service station" means a retail establishment for the sale on the premises of motor vehicle fuel and other petroleum products and automobile accessories, and for the washing, lubrication and minor repair of automotive vehicles.

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

17.08.530 Short-term rental.

"Short-term rental" means a residential lodging use as either a hosted homeshare or a vacation home rental per Chapter 5.02 and Chapter 17.57, that is not a hotel or motel or bed and breakfast in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by the residence owner or operator for a fee for fewer than thirty consecutive nights.

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

17.08.540 Story.

"Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it; or, if there is no floor above, then the space between such floor and the ceiling next above it.

"First story" means any floor not over four and one-half feet above average pre-development (natural) ground level at the front line of the building.

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

17.08.550 Story, half.

"Half-story" means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level. A half-story containing independent apartments or living quarters shall be counted as a full story.

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

17.08.560 Street.

"Street" means a public way which affords a primary means of access to property.

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

17.08.570 Tiny house.

"Tiny house" and "tiny house with wheels" means a dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation built in accordance with the state building code and constructed in accordance with WAC 51-51-60104 and does not have an interior habitable area greater than four hundred square feet excluding sleeping lofts.

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

17.08.580 Tourist facilities.

"Tourist facilities" means, as used in the chapter, amenities for tourists or visitors. Tourist facilities do not include lodging.

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

17.08.590 Townhouse.

"Townhouse" means a single-family dwelling unit constructed as one of two or more attached units separated by property lines at common walls with open space on at least two sides.

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

17.08.600 Townhouse building.

"Townhouse building" means a structure which is comprised of two or more townhouses.

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

17.08.610 Use.

"Use" means an activity or purpose for which land or premises or a building thereon is designed, arranged or intended, or for which it is occupied, maintained, let or leased.

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

17.08.615 Vacation home rental.

"Vacation home rental". The short-term rental of an entire primary dwelling unit. This does not include accessory dwelling units (ADUs).

17.08.620 Variance.

"Variance" means a modification of the regulations of this title, when authorized by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

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

17.08.630 Vicinity.

"Vicinity" means the area surrounding a use in which such use produces a discernible influence by aesthetic appearance, traffic, noise, glare, smoke, or similar influences.

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

17.08.640 Yards.

"Yards" means land, unoccupied or unobstructed from the ground upward, except for such encroachments as may be permitted by this title, surrounding a building site.

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

17.08.650 Yard, front.

"Front yard" means an open space, other than the court, on the same lot with the building, between the front line of the building (exclusive of steps) and the front property line.

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

17.08.660 Yard, rear.

"Rear yard" means an open space on the same line with the building, between the rear line of the building (exclusive of steps, porches and accessory buildings other than garages or workshops addressed in underlying zone) and the rear line of the lot.

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

17.08.670 Yard, side.

"Side yard" means an open space on the same lot with the building, between the side wall line of the building and the side wall line of the lot.

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

17.08.680 Zone.

"Zone" means a specific area or district designated on the official interim zoning map. Such area is subject to all the regulations applicable to the zone contained in this title.

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

17.08.690 Zoning.

"Zoning" means the regulation of the use of lands, or the manner of construction related thereto, in the interest of achieving public benefit, protecting public welfare, maintaining compatibility between uses, while providing for orderly growth and development, that supports a comprehensive plan for development. Public lands are zoned as such on the city zoning map. Use of public land for public and quasi-public land uses and buildings providing for proprietary-type services shall be required to comply with applicable provisions of the zoning ordinance. Users of public land for governmental activities are encouraged to understand applicable land use regulations and to cooperate under these regulations in order to secure harmonious development.

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

17.08.700 Zoning lot.

"Zoning lot" means a tract of land occupied or to be occupied by a principal building and its accessory facilities, together with such open spaces and yards as are required under the provisions of this title, having not less than the minimum area required by this title for a zoning purpose in the district in which such land is situated, and having its principal frontage on a public street of standard width. A "zoning lot" need not necessarily coincide with the "record lot," which refers to land designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the records of the county.

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

17.08.710 Zone transition lot.

"Zone transition lot" means a parcel of land abutting a district boundary where the district boundary is not a street.

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

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 as a hosted homeshare or vacation home rental per the requirements of WSMC Chapter 5.02 and WSMC Chapter 17.57.
- J. Schools, day care and assisted living facilities;
- K. Home businesses that cannot comply with the standards applied to a home occupation allowed in residential zones may request a conditional use permit seeking conditional permit to operate a home business at a larger or more extensive scale than allowed as a home occupation. A home business will need to address all conditional use permit criteria in a manner that demonstrates how operation of a home based business at the alternate scale will maintain compatibility with surrounding permitted uses and retain the residential nature of the site from which it is operated.
- L. Accessory dwellings as allowed for in base zones and subject to all applicable standards in Chapter 17.64.
- M. Residential PUD in RL - Low density residential zone subject to all applicable PUD standards in Chapter 17.75.
- N. Cottage infill development in R-2 or R-3 residential zones subject to all applicable cottage infill standards in Chapter 17.73.
- I. Other conditional uses as authorized by the city council that are customarily incidental to permitted and conditional uses allowed in residential district.

Chapter 17.48 C GENERAL COMMERCIAL DISTRICTS¹

17.48.010 Purpose—Use restrictions generally.

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

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

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

¹Editor'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.

provide for compatible manufacturing, light industrial, residential, and storage uses especially in conjunction with retail use. Uses possible to permit conditionally include:

- A. Residential - Condominium, apartment, and other dwelling types including balconies, outside courts or patios and constructed or renovated to be included as an integral part of a commercial or retail structure with the following conditions:
 - 1. The dwelling units shall have a minimum living area of six hundred square feet and a maximum of one thousand five hundred square feet.
 - 2. Residential uses shall not be more than sixty percent of the total square footage of the structure(s).
 - 3. The design of commercial establishments which include dwellings shall be a matter subject to review and approval by the planning commission.
 - 4. If located on or along a commercial street front the building design shall be required to support and contribute to street front commerce; or

Stand alone dwellings incidental to and used in conjunction with the primary permitted use when found to be compatible with and clearly incidental to the primary use and surrounding uses, e.g., care taker cottage or housing for family or others principally engaged in the primary business. This provision is intended for application in conjunction with a business that is not located in an area characterized by typical commercial street frontage.

The planning commission specifically reserves the right to disapprove construction of dwellings in conjunction with commercial development on the basis of health, safety and welfare of potential occupants or if location of dwelling units displaces or is likely over time to displace the street front commercial presence of a retail structure.

- B. Light manufacturing, repair, and storage - Including equipment repair, and machine shop uses such as:
 - 1. Assembly, fabrication and distribution of metal products, electrical appliances, electronic instruments and devices;
 - 2. Research and development including testing sites for instruments and devices developed for proprietary use or sale;
 - 3. Repair, reconditioning, or rebuilding of fleet vehicles, farm equipment, heavy commercial equipment;
 - 4. Wholesale distribution of fuel or foodstuffs including: heating oil or natural gas, brewery, distillery, winery, cereal mill;
 - 5. Equipment storage of contractors' or loggers' equipment and truck storage yard, plant, repair, rental; storage of materials and parking of vehicles integral to the principal uses permitted outright; storage and parking; contained within an enclosed building or screened in a manner to avoid conflicts with surrounding permitted uses.
 - 6. Other storage conducted within an enclosed building or otherwise screened and shielded in a manner to achieve compatibility with surrounding uses.
- C. Small animal hospitals, veterinary facilities or offices.
- D. Short term rental - hosted homeshares or vacation home rentals pursuant to the standards of WSMC Chapter 5.02 and WSMC Chapter 17.57
- E. Any other uses judged by the planning commission to be no more detrimental to adjacent properties than, and of the same type and character as, the above-listed uses.

In addition to conditions applied in response to conditional use permit criteria; design standards listed in the commercial zone will be applied and included as conditions of approval when necessary to achieve compatibility with existing and permitted uses in the area.

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

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 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.

(Supp. No. 23)

Created: 2021-09-08 12:21:37 [EST]

17.48.075 Development and design standards.

- A. Property development standards—All new development shall conform to Chapter 17.81, Site and Building Plan Review, and to any and all architectural and design standards which may be adopted by the city.
- B. Roof standards/surfacing:
 - 1. Finished roof material shall meet Class "C" roof standards. Dark and non-reflective roofing material shall be used for all visible roof surfaces.
- C. Roof standards/mechanical equipment and venting:
 - 1. All mechanical equipment located on roof surfaces such as, but not limited to, air conditioners, heat pumps, fans, ventilator shafts, duct work, or related devices or support work, shall be screened from view when possible and visible equipment shall be of a matte and/or non-reflective finish, unless reviewed and determined by the planning commission to be compatible with or a positive addition to the design and character of the commercial area. This restriction shall not apply to radio/television antennas or dishes (see Chapter 17.78).
 - 2. All exposed metal flashing, roof jacks and plumbing vents shall be matte finishes/non-reflective.
- D. Drainage—All storm water concentrated by the structure and related impervious surfaces must be handled on site. Concentration of roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from concentrated water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81.
- E. Exterior walls/siding—Acceptable siding shall be of lap, plank, shingle, board and batten style. Siding with brushed, sanded or rough sawn texture may be permitted, if approved by the planning commission. Siding shall be finished in natural or earth-tone colors. Other colors or styles may be permitted if approved by the planning commission. All other composition materials shall be carefully reviewed for visual compatibility by the planning commission.
- F. Exterior walls/masonry—Masonry walls or walls with masonry veneer may be native or cultured stone or standard-sized brick of natural or earth-tone colors. Ceramic tile, manufactured concrete block or slabs may be permitted, but shall be subject to review by the planning commission to insure use of earth-tone colors, matte finish, and compatible relationship to native materials.
- G. Exterior walls/metal—Metal walls, panels, partitions, facing or surfacing of any type is subject to review by the planning commission and must be found to be compatibly designed and intentionally applied rather than relied on solely as a less expensive option. Window panel fillers, exterior metal doors, door casings and windows shall be allowed.
- H. Windows and doors—All window and door frames shall be dark or earth-tone in color. Doors may be painted graphic colors as a part of the ten percent graphic color and signing limitation.
- I. Garbage and refuse areas—Building plans shall include provisions for the storage of garbage containers. Garbage containers shall be fully enclosed and covered. Disposal and storage of hazardous or toxic substances in garbage or refuse receptacles is strictly prohibited. On-site hazardous waste treatment and storage facilities shall conform to State Siting Criteria, RCW 70.105.210.
- J. Orientation of entry and display space—Entry and window display area shall be oriented toward the city street. Parking may and will often be provided behind and/or under the rear or side portion of a new commercial structure. In this case additional entry may be oriented toward the parking area but such

additional entry area will be in addition to rather than in place of window display and entry area addressing the street and sidewalk.

- K. Utilities—All electrical, telephone, and other utilities shall be brought underground into the site and to the buildings.
- L. Loading—All loading must be on-site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with concrete or asphalt, be well-drained and of strength adequate for the truck traffic expected.
- M. Parking—All vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length nineteen feet. All parking areas shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.
- N. Outside storage—All storage and refuse shall be visually screened by landscaping barriers, walls or coverings and be included in plans and specifications. Such barriers, walls or coverings shall not restrict access to emergency exits.
- O. Noxious effects:
 - 1. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.
 - 2. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.
 - 3. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

(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)

File Attachments for Item:

B. Collectively Bargained Agreement, Police Department

1. Presentation

2. Discussion and Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 5, 2022
Agenda Item: Collectively Bargained Agreement, Local 1533-W AFSCME AFL-CIO – Police Officers, Sergeants, Limited and Non-Commissioned Employees (Police Department)
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization for the Mayor to sign the 2022-2025 Collectively Bargained Agreement with Local 1533-W AFSCME AFL-CIO – Police Officers, Sergeants, Limited and Non-Commissioned Employees (Police Department).

PROPOSED MOTION:

Move to accept the 2022-2025 Collectively Bargained Agreement with Local 1533-W AFSCME AFL-CIO – Police Officers, Sergeants, Limited and Non-Commissioned Employees (Police Department) and authorize the Mayor to sign the agreement.

Explanation of issue:

The City of White Salmon has two union agreements: one with the police department and one with the other municipal employees. The agreements incorporate Memorandums of Understanding that were entered into during the prior agreement period 2018-2020 along with negotiated items for the 2022-2025 period including a 5% cost of living increase for 2022.

The agreements will be provided early next week along with a summary of the changes.

Budget:

The 2022 budget includes funding for the 5% cost of living increase.

Recommendation by Staff:

Staff recommends acceptance of the collectively bargained agreement with the Police Department.

File Attachments for Item:

C. Collectively Bargained Agreement, Municipal Employees

1. Presentation

2. Discussion and Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 5, 2022
Agenda Item: Collectively Bargained Agreement, Local 1533-W AFSCME AFL-CIO –
Municipal (Non-Uniformed) Employees
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization for the Mayor to sign the 2022-2025 Collectively Bargained Agreement with Local 1533-W AFSCME AFL-CIO – Municipal (Non-Uniformed Employees)

PROPOSED MOTION:

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

Explanation of issue:

The City of White Salmon has two union agreements: one with the police department and one with the other municipal employees. The agreements incorporate Memorandums of Understanding that were entered into during the prior agreement period 2018-2020 along with negotiated items for the 2022-2025 period including a 5% cost of living increase for 2022.

The agreements will be provided early next week along with a summary of the changes.

Budget:

The 2022 budget includes funding for the 5% cost of living increase.

Recommendation by Staff:

Staff recommends acceptance of the collectively bargained agreement with the Municipal (Non-Uniformed) Employees.

File Attachments for Item:

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

1. Presentation

2. Discussion and Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: January 5, 2022
Agenda Item: Proposed Resolution 2022-01-533 Revising Salary Matrix for 2022
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of Resolution 2022-01-533 Revising Salary Matrix for 2022.

PROPOSED MOTION:

Motion to Approve Resolution 2022-01-533, Revising the Salary Matrix for 2022.

Explanation of issue:

The City Council will consider the Collectively Bargained Agreements (CBAs) for the Municipal Employees and for Police Officers, Sergeants, Limited and Non-commissioned Employees at its January 5, 2022 council meeting. The proposed CBAs provide for a 5% cost-of-living increase in addition to increasing the number of steps in a particular range from 5 to 10.

The council adopts a revised salary matrix each year identifying the cost-of-living adjustment for the upcoming year. The salary matrix provides for a 5% cost of living increase. The salary matrix applies to both union and management employees.

Budget:

The 2022 budget provides for a 5% cost-of-living increase for salaries.

Staff Recommendation:

Staff recommends the council approve Resolution 2022-01-533 revising the salary matrix for 2022.

RESOLUTION 2022-01-533

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,
WASHINGTON, REVISING THE SALARY MATRIX FOR 2022**

WHEREAS, on January 5, 2022 the council approved the Collectively Bargained Agreements for both Municipal (Non-Uniformed) Employees and Police Officers, Sergeants, Limited and Non-Commissioned Employees; and

WHEREAS, the Cost of Living Adjustment for 2022 identified in the approved CBAs is 5% and needs to be incorporated into the salary matrix that the Union adopted in the contracts; and

WHEREAS, the adopted salary matrix applies to non-union employees; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, as follows:

1. The salary matrix attached as Exhibit A is hereby accepted, effective January 1, 2022.

PASSED by the Council of the City of White Salmon, Washington. Dated this 5th day of January, 2022.

CITY OF WHITE SALMON, WASHINGTON

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney

2022 White Salmon Salary Matrix with 5% COLA																															
2022 COLA 5%		M O N T H L Y										EXHIBIT A										H O U R L Y									
3% across 2.5 % down Range	Yrs. Step	1 1	2 to 3 2	4 to 5 3	6 to 7 4	8 to 9 5	10 to 11 6	12 to 13 7	14 to 15 8	16 to 17 9	18+ 10	1 1	2 to 3 2	4 to 5 3	6 to 7 4	8 to 9 5	10 to 11 6	12 to 13 7	14 to 15 8	16 to 17 9	18+ 10										
14		2,735.39	2,817.46	2,901.98	2,989.04	3,078.71	3,171.07	3,266.20	3,364.19	3,465.12	3,569.07	15.78	16.25	16.74	17.24	17.76	18.29	18.84	19.41	19.99	20.59										
15		2,803.78	2,887.89	2,974.53	3,063.77	3,155.68	3,250.35	3,347.86	3,448.30	3,551.74	3,658.30	16.18	16.66	17.16	17.68	18.21	18.75	19.31	19.89	20.49	21.11										
16		2,873.87	2,960.09	3,048.89	3,140.36	3,234.57	3,331.61	3,431.56	3,534.50	3,640.54	3,749.75	16.58	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63										
17		2,945.72	3,034.09	3,125.12	3,218.87	3,315.43	3,414.90	3,517.34	3,622.87	3,731.55	3,843.50	16.99	17.50	18.03	18.57	19.13	19.70	20.29	20.90	21.53	22.17										
18		3,019.36	3,109.94	3,203.24	3,299.34	3,398.32	3,500.27	3,605.28	3,713.44	3,824.84	3,939.58	17.42	17.94	18.48	19.04	19.61	20.19	20.80	21.42	22.07	22.73										
19		3,094.85	3,187.69	3,283.32	3,381.82	3,483.28	3,587.78	3,695.41	3,806.27	3,920.46	4,038.07	17.86	18.39	18.94	19.51	20.10	20.70	21.32	21.96	22.62	23.30										
20		3,172.22	3,267.39	3,365.41	3,466.37	3,570.36	3,677.47	3,787.80	3,901.43	4,018.47	4,139.03	18.30	18.85	19.42	20.00	20.60	21.22	21.85	22.51	23.18	23.88										
21		3,251.52	3,349.07	3,449.54	3,553.03	3,659.62	3,769.41	3,882.49	3,998.97	4,118.93	4,242.50	18.76	19.32	19.90	20.50	21.11	21.75	22.40	23.07	23.76	24.48										
22		3,332.81	3,432.80	3,535.78	3,641.85	3,751.11	3,863.64	3,979.55	4,098.94	4,221.91	4,348.56	19.23	19.80	20.40	21.01	21.64	22.29	22.96	23.65	24.36	25.09										
23		3,416.13	3,518.62	3,624.18	3,732.90	3,844.89	3,960.23	4,079.04	4,201.41	4,327.46	4,457.28	19.71	20.30	20.91	21.54	22.18	22.85	23.53	24.24	24.97	25.72										
24		3,501.54	3,606.58	3,714.78	3,826.22	3,941.01	4,059.24	4,181.02	4,306.45	4,435.64	4,568.71	20.20	20.81	21.43	22.07	22.74	23.42	24.12	24.85	25.59	26.36										
25		3,589.07	3,696.75	3,807.65	3,921.88	4,039.54	4,160.72	4,285.54	4,414.11	4,546.53	4,682.93	20.71	21.33	21.97	22.63	23.31	24.00	24.72	25.47	26.23	27.02										
26		3,678.80	3,789.17	3,902.84	4,019.93	4,140.52	4,264.74	4,392.68	4,524.46	4,660.20	4,800.00	21.22	21.86	22.52	23.19	23.89	24.60	25.34	26.10	26.89	27.69										
27		3,770.77	3,883.89	4,000.41	4,120.42	4,244.04	4,371.36	4,502.50	4,637.57	4,776.70	4,920.00	21.75	22.41	23.08	23.77	24.49	25.22	25.98	26.76	27.56	28.39										
28		3,865.04	3,980.99	4,100.42	4,223.43	4,350.14	4,480.64	4,615.06	4,753.51	4,896.12	5,043.00	22.30	22.97	23.66	24.37	25.10	25.85	26.63	27.42	28.25	29.09										
29		3,961.67	4,080.52	4,202.93	4,329.02	4,458.89	4,592.66	4,730.44	4,872.35	5,018.52	5,169.08	22.86	23.54	24.25	24.98	25.72	26.50	27.29	28.11	28.95	29.82										
30		4,060.71	4,182.53	4,308.01	4,437.25	4,570.36	4,707.47	4,848.70	4,994.16	5,143.98	5,298.30	23.43	24.13	24.85	25.60	26.37	27.16	27.97	28.81	29.68	30.57										
31		4,162.23	4,287.09	4,415.71	4,548.18	4,684.62	4,825.16	4,969.92	5,119.01	5,272.58	5,430.76	24.01	24.73	25.48	26.24	27.03	27.84	28.67	29.53	30.42	31.33										
32		4,266.28	4,394.27	4,526.10	4,661.88	4,801.74	4,945.79	5,094.16	5,246.99	5,404.40	5,566.53	24.61	25.35	26.11	26.90	27.70	28.53	29.39	30.27	31.18	32.12										
33		4,372.94	4,504.13	4,639.25	4,778.43	4,921.78	5,069.43	5,221.52	5,378.16	5,539.51	5,705.69	25.23	25.99	26.77	27.57	28.40	29.25	30.12	31.03	31.96	32.92										
34		4,482.26	4,616.73	4,755.23	4,897.89	5,044.83	5,196.17	5,352.06	5,512.62	5,678.00	5,848.34	25.86	26.64	27.43	28.26	29.11	29.98	30.88	31.80	32.76	33.74										
35		4,594.32	4,732.15	4,874.11	5,020.34	5,170.95	5,326.08	5,485.86	5,650.43	5,819.95	5,994.54	26.51	27.30	28.12	28.96	29.83	30.73	31.65	32.60	33.58	34.58										
36		4,709.18	4,850.45	4,995.97	5,145.85	5,300.22	5,459.23	5,623.00	5,791.69	5,965.44	6,144.41	27.17	27.98	28.82	29.69	30.58	31.50	32.44	33.41	34.42	35.45										
37		4,826.91	4,971.71	5,120.87	5,274.49	5,432.73	5,595.71	5,763.58	5,936.49	6,114.58	6,298.02	27.85	28.68	29.54	30.43	31.34	32.28	33.25	34.25	35.28	36.34										
38		4,947.58	5,096.01	5,248.89	5,406.35	5,568.54	5,735.60	5,907.67	6,084.90	6,267.45	6,455.47	28.54	29.40	30.28	31.19	32.13	33.09	34.08	35.11	36.16	37.24										
39		5,071.27	5,223.41	5,380.11	5,541.51	5,707.76	5,878.99	6,055.36	6,237.02	6,424.13	6,616.86	29.26	30.14	31.04	31.97	32.93	33.92	34.94	35.98	37.06	38.17										
40		5,198.05	5,353.99	5,514.61	5,680.05	5,850.45	6,025.97	6,206.74	6,392.95	6,584.73	6,782.28	29.99	30.89	31.82	32.77	33.75	34.77	35.81	36.88	37.99	39.13										
41		5,328.00	5,487.84	5,652.48	5,822.05	5,996.71	6,176.61	6,361.91	6,552.77	6,749.35	6,951.83	30.74	31.66	32.61	33.59	34.60	35.63	36.70	37.81	38.94	40.11										
42		5,461.20	5,625.04	5,793.79	5,967.60	6,146.63	6,331.03	6,520.96	6,716.59	6,918.09	7,125.63	31.51	32.45	33.43	34.43	35.46	36.53	37.62	38.75	39.91	41.11										
43		5,597.73	5,765.66	5,938.63	6,116.79	6,300.30	6,489.31	6,683.98	6,884.50	7,091.04	7,303.77	32.30	33.26	34.26	35.29	36.35	37.44	38.56	39.72	40.91	42.14										
44		5,737.68	5,909.81	6,087.10	6,269.71	6,457.80	6,651.54	6,851.08	7,056.62	7,268.32	7,486.36	33.10	34.10	35.12	36.17	37.26	38.37	39.53	40.71	41.93	43.19										
45		5,881.12	6,057.55	6,239.28	6,426.46	6,619.25	6,817.83	7,022.36	7,233.03	7,450.02	7,673.52	33.93	34.95	36.00	37.08	38.19	39.33	40.51	41.73	42.98	44.27										
46		6,028.14	6,208.99	6,395.26	6,587.12	6,784.73	6,988.27	7,197.92	7,413.86	7,636.27	7,865.36	34.78	35.82	36.90	38.00	39.14	40.32	41.53	42.77	44.06	45.38										
47		6,178.85	6,364.21	6,555.14	6,751.79	6,954.35	7,162.98	7,377.87	7,599.20	7,827.18	8,062.00	35.65	36.72	37.82	38.95	40.12	41.33	42.57	43.84	45.16	46.51										
48		6,333.32	6,523.3																												

2022 White Salmon Salary Matrix with 5% COLA

2022 COLA 5%		M O N T H L Y										EXHIBIT A										H O U R L Y									
3% across 2.5 % down Range	Yrs. Step	1 1	2 to 3 2	4 to 5 3	6 to 7 4	8 to 9 5	10 to 11 6	12 to 13 7	14 to 15 8	16 to 17 9	18+ 10	1 1	2 to 3 2	4 to 5 3	6 to 7 4	8 to 9 5	10 to 11 6	12 to 13 7	14 to 15 8	16 to 17 9	18+ 10										
63		9,172.54	9,447.71	9,731.14	10,023.08	10,323.77	10,633.48	10,952.49	11,281.06	11,619.49	11,968.08	52.92	54.51	56.14	57.83	59.56	61.35	63.19	65.08	67.04	69.05										
64		9,401.85	9,683.90	9,974.42	10,273.65	10,581.86	10,899.32	11,226.30	11,563.09	11,909.98	12,267.28	54.24	55.87	57.55	59.27	61.05	62.88	64.77	66.71	68.71	70.77										
65		9,636.89	9,926.00	10,223.78	10,530.50	10,846.41	11,171.80	11,506.96	11,852.17	12,207.73	12,573.96	55.60	57.27	58.98	60.75	62.58	64.45	66.39	68.38	70.43	72.54										
66		9,877.82	10,174.15	10,479.38	10,793.76	11,117.57	11,451.10	11,794.63	12,148.47	12,512.92	12,888.31	56.99	58.70	60.46	62.27	64.14	66.07	68.05	70.09	72.19	74.36										
67		10,124.76	10,428.51	10,741.36	11,063.60	11,395.51	11,737.37	12,089.50	12,452.18	12,825.75	13,210.52	58.41	60.17	61.97	63.83	65.74	67.72	69.75	71.84	74.00	76.22										
68		10,377.88	10,689.22	11,009.89	11,340.19	11,680.40	12,030.81	12,391.73	12,763.49	13,146.39	13,540.78	59.87	61.67	63.52	65.43	67.39	69.41	71.49	73.64	75.85	78.12										
69		10,637.33	10,956.45	11,285.14	11,623.70	11,972.41	12,331.58	12,701.53	13,082.57	13,475.05	13,879.30	61.37	63.21	65.11	67.06	69.07	71.15	73.28	75.48	77.74	80.07										
70		10,903.26	11,230.36	11,567.27	11,914.29	12,271.72	12,639.87	13,019.07	13,409.64	13,811.93	14,226.28	62.90	64.79	66.74	68.74	70.80	72.92	75.11	77.36	79.69	82.08										