



**White Salmon City Council Meeting**  
**A G E N D A**  
**October 16, 2019 – 6:00 PM**  
**220 NE Church, White Salmon WA 98672**

**Call to Order and Presentation of the Flag**

**Roll Call**

**Comments**

**Changes to the Agenda**

**Business Items**

1. Reconsideration of Ordinance 2019-10-1053 Adopting WSMC 8.50, Single-Use Carryout Bags
  - a. Presentation and Discussion
  - b. Action

This item is on the agenda as a placeholder. The Mayor of White Salmon has until October 12, 2019 to decide whether he will veto Ordinance 2019-10-1053 Adopting WSMC 8.50, Single-Use Carryout Bags that was adopted by the City Council on October 2, 2019. If the Mayor does not veto the ordinance, this agenda item will be removed.
- [2.](#) Public Works Board Pre-Construction Loan Contract
  - a. Presentation and Discussion
  - b. Action
- [3.](#) Intergovernmental Agreement - Klickitat County, Buildable Lands Inventory and Housing Analysis
  - a. Presentation and Discussion
  - b. Action
- [4.](#) Lateral Police Officer - Vacation Leave
  - a. Presentation and Discussion
  - b. Action

**Consent Agenda**

- [5.](#) Approval of Meeting Minutes - October 2, 2019
6. Approval of Vouchers

**Department Head and Council Reports**

**Executive Session**

The City Council will meet in Executive Session to discuss the performance of city employee(s) pursuant to RCW 42.30.110(1)(g).

**Adjournment**





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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: October 16, 2019  
Agenda Item: Public Works Board Pre-Construction Loan Contract  
Presentation: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

### Action Required

Authorization for Mayor to sign Public Works Board Pre-Construction Loan Contract.

### Proposed Motion Options

Motion to authorize the Mayor to sign Public Works Board Pre-Construction Loan Contract in the amount of \$750,000.

### Explanation of Issue

The City submitted a loan application for design of improvements to the city's 14-inch water main line to the Public Works Trust Fund Board. The city was awarded a loan in the amount of \$750,000. The 14-inch water main line is the line where a recent emergency repair took place. The funds will be used for engineering, environmental review, etc. so that the city can be in a position to submit applications for grant and/or loan funding in the future for the construction of the necessary improvements to the water line. The design of the project is expected to take two years. The funds for repayment come from revenues from the Water fund (i.e. water utility billing).

### Recommendation of Staff/Committee

Staff recommends the City Council authorize the mayor to sign the Public Works Board Pre-Construction Loan Contract in the amount of \$750,000.

## CONTRACT FACE SHEET

Contract Number: PR20-96103-013

### PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN CONTRACT

<b>1. Contractor</b> City of White Salmon PO Box 2139 White Salmon, WA 98672		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> N/A		<b>4. Public Works Board Representative</b> N/A	
<b>5. Contract Amount</b> \$750,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Contract Start Date</b> Contract Execution Date	<b>8. Contract End Date</b> June 1, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A
<b>10. Tax ID #</b>	<b>11. SWV #</b> 0000319-00	<b>12. UBI #</b> 203-000-029	<b>13. DUNS #</b>
<b>14. Contract Purpose</b> Fund a project of a local government for Pre-Construction activities that include but are not limited to design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.  The Board, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
<b>FOR THE CONTRACTOR</b>  _____ Signature  _____ Print Name  _____ Title  _____ Date		<b>FOR PUBLIC WORKS BOARD</b>  _____ Scott Hutsell, Public Works Board Chair  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  _____ September 16, 2019 Sandra Adix Assistant Attorney General	



# DECLARATIONS

## CLIENT INFORMATION

Legal Name: City of White Salmon  
Loan Number: PR20-96103-013

## PROJECT INFORMATION

Project Title: New Transmission Main  
Project City: White Salmon  
Project State: **Washington**  
Project Zip Code: 98672

## LOAN INFORMATION

Loan Amount: **\$750,000.00**  
Total Estimated Cost: **\$750,000.00**  
Total Estimated Funding: **\$750,000.00**  
Loan Forgiveness % (if applicable): **0%**  
Loan Term: **5**  
Interest Rate: **0.79%**  
Payment Month: June 1<sup>st</sup>  
Loan Reimbursement Start Date: **August 2, 2019**  
Time of Performance: 24 months from Execution Date of this Contract to Project Completion.

## SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

NA

## LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

## SCOPE OF WORK

Preconstruction activities for the construction of a new transmission main.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, easements, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.



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# CONTRACT TERMS AND CONDITIONS

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## PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

### Part 1. SPECIAL TERMS AND CONDITIONS

#### 1.1 Definitions

As used throughout this Pre-Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Pre-Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.

#### 1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Board pre-construction loan for an approved public works project.

#### 1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

#### 1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

## **1.5 Competitive Bidding Requirements**

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

## **1.6 Default in Repayment**

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

## **1.7 Sub-Contractor Data Collection**

Contractor will submit reports, in a form and format to be provided by the Board and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

## **1.8 Eligible Project Costs**

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

## **1.9 Historical and Cultural Resources**

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as an alternative to completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resources as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

#### **1.10 Project Completion Amendment and Certified Project Completion Report**

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

### **1.11 Rate, Loan Forgiveness and Term of Loan**

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

### **1.12 Recapture**

The right of recapture Section 2.32. Recapture, shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

### **1.13 Reimbursement Procedures and Payment**

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Public Works Board  
Attn: (Program Specialist)  
PO Box 42525  
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

#### **1.14 Repayment**

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

#### **1.15 Reports**

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;

- C. Certified Project Completion Report at project completion (as described in Section 1.13); and
- D. Other reports as the Board may require.

#### **1.16 Termination for Cause**

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

#### **1.17 Termination for Convenience**

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

#### **1.18 Time of Performance**

No later than twenty-four (24) months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

#### **1.19 Contract Suspension**

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this contract will be suspended effective July 1. The Contractor shall immediately suspend work under this contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the contract suspension.

#### **1.20 Special Conditions**

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

### 1.21 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.





## **Part 2. GENERAL TERMS AND CONDITIONS**

### **2.1 DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2.2 ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

### **2.3 ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **2.4 AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **2.6 APPROVAL**

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

## **2.7 ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

## **2.8 ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## **2.09 CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## **2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.11 CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **2.12 CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **2.13 COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **2.14 DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.15 DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.16 DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## **2.17 GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **2.18 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

## **2.20 INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **2.21 LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

## **2.22 LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **2.23 LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **2.26 PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the Board or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

## **2.27 POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **2.28 PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

## **2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **2.30 PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

## **2.31 RECAPTURE**

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

## **2.32 RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

## **2.33 REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

## **2.34 RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

## **2.35 SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

## **2.36 SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

## **2.37 SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **2.38 SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **2.39 TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

## **2.41 TERMINATION FOR CAUSE**

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **2.41 TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **2.42 TERMINATION PROCEDURES**

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;



- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

#### **2.43 TREATMENT OF ASSETS**

Title to all property furnished by BOARD shall remain in the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

#### **2.44 WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

# ATTACHMENT I: ATTORNEY'S CERTIFICATION

## PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

City of White Salmon  
PR20-96103-013

I, \_\_\_\_\_, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of White Salmon (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

# ATTACHMENT I: ATTORNEY'S CERTIFICATION

## PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

City of White Salmon  
PR20-96103-013

I, Kenneth B. Woodrich, White Salmon City Attorney, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of White Salmon (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

  
\_\_\_\_\_  
Signature of Attorney

10/9/19  
\_\_\_\_\_  
Date

Kenneth B. Woodrich  
\_\_\_\_\_  
Name

1501 W. 8th St., Suite 210, Vancouver, WA 98660  
\_\_\_\_\_  
Address



**Item Attachment Documents:**

3. Intergovernmental Agreement - Klickitat County, Buildable Lands Inventory and Housing Analysis
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: October 16, 2019  
Agenda Item: Intergovernmental Agreement – Klickitat County, Buildable Lands Inventory and Housing Needs and Economic Opportunity Analysis  
Presentation: Jan Brending, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Intergovernmental Agreement with Klickitat County related to a buildable lands inventory and housing analysis in the amount of \$42,802.

### Proposed Motion Options

Motion to authorize the Mayor to sign Intergovernmental Agreement with Klickitat County related to buildable lands inventory and housing analysis in the amount of \$42,802

### Explanation of Issue

Klickitat County is hiring FSC Group (WSP is a subcontractor) to prepare a buildable lands inventory, housing needs and economic opportunity analysis. The city has worked with the county to determine what the city needs related to the city's comprehensive plan update. The scope of work and budget estimate by task attached. The city's share of the project is \$42,802. These funds are currently budgeted in the 2019 budget and will be carried over into 2020.

Ken Woodrich has reviewed the proposed intergovernmental agreement and his changes have been incorporated in the attached agreement.

### Recommendation of Staff/Committee

Staff recommends the City Council authorize the mayor to sign the Intergovernmental Agreement with Klickitat County for the Development of a Buildable Lands Inventory, Housing Needs and Economic Opportunity Analysis in the amount of \$42,802.

Intergovernmental Agreement  
between Klickitat County and the City of White Salmon  
for Development of a  
Buildable Lands Inventory, Housing Needs and Economic Opportunity Analysis

This Intergovernmental agreement (“Agreement”) is entered into under Revised Code of Washington (“RCW”) 39.34.080 by and between Klickitat County (“County”) and the City of White Salmon (“City”), collectively referred to in this Agreement as the “Parties”.

RECITALS:

WHEREAS, Klickitat County Public Economic Development Authority (KCPEDA) is a public corporation organized pursuant to resolutions of County and pursuant to RCW 35.21.730 through RCW 35.21.755 and KCPEDA is the Associate Development Organization designated pursuant to RCW 43.330.080 to increase the support for and coordination of community and economic development services in Klickitat County; and

WHEREAS, County and City are both represented on KCPEDA’s Board of Directors; and

WHEREAS, KCPEDA developed and adopted a 10-year strategic plan for economic development and the actions identified in said strategic plan include the creation of a buildable lands inventory and conduct of a county-wide housing analysis; and

WHEREAS, County and City would like to work cooperatively in evaluating and planning for the area of County jurisdiction that lies between the City of White Salmon and the National Scenic Area urban exempt area boundary; and

WHEREAS, City is updating its comprehensive plan and would like the buildable lands inventory and county-wide housing analysis project to include a focused level of effort within and around the City of White Salmon in order to provide data and information needed to support its comprehensive plan update; and

WHEREAS, through an open competitive process, KCPEDA’s Board of Directors selected FCS Group and recommended that County contract with FCS Group to develop a buildable lands inventory and conduct of a county-wide housing analysis; and

WHEREAS, County and City staff members worked FCS Group to finalize the scope of work and cost estimate comprising Exhibit A to this agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The purpose of this Agreement is to provide for a buildable lands inventory and county-wide housing analysis project that includes a focused level of effort within and around the City of White Salmon.
2. The objectives of this Agreement are as follows:
  - develop data and information needed to support City’s update of its comprehensive plan; and
  - facilitate County and City cooperation in the evaluation of and planning for the area of County jurisdiction that lies between the City of White Salmon and the National Scenic Area urban exempt area boundary.

3. The start date of this Agreement is the date upon which it is approved by the Parties.
4. The end date of this Agreement is October 30, 2020, unless terminated at an earlier date as provided in section 5.
5. Either party may terminate this Agreement upon thirty (30) days written notification by certified mail or by hand-delivered to the other party.
6. This Agreement may be amended upon signed approval of such amendment by both Parties.
7. Klickitat County Natural Resources Department is the administrator of this Agreement.
8. County will contract with FCS group to perform the scope of work outlined in Exhibit A to this Agreement.
9. City will lead scope of work elements occurring within the city limits of the City of White Salmon.
10. City will reimburse County an amount not to exceed forty-two thousand eight hundred and two dollars (\$42,802) for the costs of the City-focused elements of scope of work tasks 1, 4, and 5 outlined in Exhibit A. The parties will finance their respective contributions out of their General Fund and/or proprietary funds, as applicable.
11. No real or personal property will be acquired, held or disposed of in this undertaking.

**IN WITNESS WHERE OF**, Klickitat County and the City of White Salmon have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF WHITE SALMON

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

APPROVED AS TO FORM:

\_\_\_\_\_  
David M. Sauter, Chairman

\_\_\_\_\_  
Kenneth B. Woodrich, City Attorney

\_\_\_\_\_  
Rex F. Johnston, Commissioner

\_\_\_\_\_  
Jim Sizemore, Commissioner

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

\_\_\_\_\_  
in and for the County of Klickitat,  
State of Washington

\_\_\_\_\_  
David Quesnel, Prosecuting Attorney  
Klickitat County



## **EXHIBIT A: SCOPE OF WORK AND TASK PLAN**

### **Intergovernmental Agreement between Klickitat County and the City of White Salmon for Development of a Buildable Lands Inventory, Housing Needs and Economic Opportunity Analysis**

#### **Klickitat County Buildable Lands Inventory and Development Opportunities Analysis**

##### **Approach**

The adoption of the 10-Year Economic Development Strategic Plan: *Advancing Economic Prosperity In Klickitat County*, provided the Klickitat County Public Economic Development Authority (KCPEDA) with a set of specific goals and actions to undertake in furthering its mission of enhancing the County's economy. Specifically, Goal 3 from the Strategic Plan identified Real Estate Development as a key component in facilitating the needs of the County's growing economy.

The FCS GROUP/WSP team (consultant) recognizes the County's effort to achieve this goal will consist of developing a centralized and reliable inventory of buildable land for various land uses. Additionally, a housing needs analysis for the County's workforce is necessary to assess the gap of supply and demand in stock for existing businesses.

Following current methods and best practices for completing a Buildable Lands Inventory (BLI) and a Housing Needs Analysis (HNA), the consultant will provide services and products to Klickitat County in the advancement of its economic goals. Working within the resources of the County, the consultant will work with the County and KCPEDA to meet the goals and achieve actions identified in the 10-year Strategic Plan while adopting a flexible approach as to recognize the needs of the client and community.

##### **Scope of Work**

###### **Task 1 – Buildable Lands Inventory**

**Task Objective: Compile an inventory of residential, commercial and industrial lands to be used for housing and community development throughout Klickitat County, including three incorporated cities (Goldendale, White Salmon, Bingen) and selected unincorporated communities.**

A thorough and complete available land supply analysis determines where future commercial, industrial and residential development needs to occur throughout Klickitat County. Building upon current methods, local GIS data, county assessor data, and other county/city data sources, the F consultant will inventory the type and amount of buildable land for residential, commercial and industrial land uses. The inventory will include an assessment of land suitable for residential, commercial, industrial and other uses, and provide the County with a catalog of potentially developable lands needed to address the housing and commercial/industrial land use needs.

Key BLI focus areas for the BLI mapping will include:

- White Salmon/Bingen
- Lyle
- Goldendale
- Dallesport/Murdock
- Wishram
- Husum
- Roosevelt
- Alderdale

### Work to Be Completed

- The consultant will create a comprehensive Buildable Lands Inventory for residential and commercial/industrial land uses. Our methods will provide an output of land vacancy classification based on multiple valuation criteria and natural landscape characteristics. We will utilize existing data provided, and with Geographic Information Systems (GIS) tools, analyze existing property types, valuation, and environmental constraints. We will use County assessment data as a basis for determining the initial vacancy type.
- We will then analyze applicable environmental constraints (floodways, protected areas, parks/open spaces, steep slopes, riparian corridors) to remove lands unsuitable for development based on natural feature limitations.
- Conduct in-field “ground truthing” of draft land constraints mapping as part of the Task 5 outreach work task.
- The subsequent final inventory will identify land potentially suitable for residential, commercial, and industrial development. Lots will be identified by vacancy type and the County will have the ability to search and display data by Zoning, Comprehensive Plan designation, and by any other additional special purpose district or geography as supplied by County data.
- As a result of our analysis, the consultant will provide the County with a GIS database and interactive, user-friendly Excel tables and tools for use in identifying properties in pursuit of housing and community development opportunities on vacant, part vacant and redevelopment land, including the identification of 7-10 potential catalyst development sites.
- Public infrastructure assessment for roads, sewer and water facilities for the 8 key focus areas listed above. This will entail teleconferences and coordination by the consultant with public works officials and/or civil engineers of record and/or (through interviews in Task 5) key businesses/property owners to understand and document current levels of service and infrastructure capacity availability within the focus areas. As part of Task 5 outreach activities, the consultant will:
  - Review existing sewer and water master plans and other data provided by the Klickitat County, and/or city or unincorporated community.
  - Determine the general system capacity in terms of the number of jobs and households that can be supported by the system.
  - Conduct interviews and document input from the Klickitat County PUD and natural gas providers (NW Natural and Avista) regarding current facilities and services provided for industrial areas including Bingen, Dallesport, Goldendale, Roosevelt area, and the former NW smelter site north of John Day Dam.
  - Conduct visual inspection of railroad spur access (existing conditions analysis) that could be utilized to serve industrial areas including Bingen, Dallesport, Goldendale, Roosevelt area, and the former NW smelter site north of John Day Dam.

### Deliverables

#### City of White Salmon

- Buildable Land Inventory - GIS data layer (Geodatabase) of land use vacancy types. Format suitable for on-line publishing based on County’s system.
- Technical memorandum summarizing BLI methods and process.
- Draft and Final Public Infrastructure Assessment Memorandum

#### Schedule: *Months 1-4*

#### Klickitat County outside City of White Salmon

- Buildable Land Inventory - GIS data layer (Geodatabase) of land use vacancy types. Format suitable for on-line publishing based on County’s system.
- Technical memorandum summarizing BLI methods and process.
- Draft and Final Public Infrastructure Assessment Memorandum.

**Schedule: Months 1-4****Task 2 – Housing Analysis**

**Task Objective:** Assess market trends, regulatory environment, and identify potential capacity for new development.

Researching and reviewing plans, zoning/development regulations, economic and demographic information will identify key issues, factors and trends which will influence land capacity and development decisions. The consultant will draft an HNA in accordance with Strategy 3.5, from the County's 10-Year Economic Development Strategic Plan: *Advancing Economic Prosperity In Klickitat County*. The HNA will provide a factual basis for decision-making based on current information and consider the impact of demographic, socioeconomic, and market trends on the local housing market over the next 20 years. The HNA will identify the County's needed housing mix and density based on local requirements.

**Work to Be Completed****Sub-Task 2.1 Stakeholder Outreach (see Task 5)****Deliverables****Klickitat County (includes City of White Salmon and other focus areas)**

- Summary of stakeholder engagements (interviews and small group work sessions) to gain local perspectives regarding perceived strengths, weaknesses, opportunities and threats.

**Schedule: Months 2-6****Sub-Task 2.2 Housing Needs Analysis**

The HNA will include an assessment of expected housing growth over the next 20 years and whether White Salmon City and Klickitat County have a surplus or deficit of lands to accommodate needed residential land needs and required housing types. A housing needs projection will consider expected population growth, the characteristics of current and future households, historical development trends, and employment factors. The HNA will consider the housing types and special housing status identified in local rules and be presented in a graphically understandable form.

In the analysis, the consultant will include a review and evaluation of existing County and local City development regulations, including land use code, permitted and conditional uses.

Results from the supply and demand assessment and regulatory evaluation will form a set of recommendations presented to County, KCPEDA and other local officials on approaches the County can take to attract desired housing development.

**Deliverables****Klickitat County (includes City of White Salmon and other key focus area)**

- Draft and revised Housing Needs Analysis (presentation) with summary for White Salmon and other key focus areas.
- Presentation of HNA results and recommendations
- Draft memorandum summarizing existing County and local City development regulations, including land use code, permitted and conditional uses

**Schedule: Months 1-4****Task 2B: Economic Opportunities Assessment**

**Objective:** Determine market potential and related land needs over the next 20 years for employment growth in Klickitat County and each of the 8 key focus areas.

**Work to be completed:**

- Analyze demographic and employment trends and projections based on available Census, Washington Employment Security, and Office of Financial Management data sources.
- Conduct 20-year absorption forecast for potential housing and employment growth in primary market area. Prepare low, medium and high job growth forecasts based on broader trends affecting the MCEDD region.
- Identify general infrastructure requirements that may impact future economic development potential.
- Identify potential levels industrial and commercial development and related jobs and population change by five-year increment.
- Prepare economic and market overview report that assesses demographic and economic trends and forecasts, key growth sectors, target industry clusters, and market trends specific to west, central and east sub-regions of Klickitat County. Identify list of potential target industry clusters and development opportunities for each of the sub-regions most suitable to future job growth.

**Deliverables****Klickitat County (includes City of White Salmon and other key focus area)**

- Draft and revised Economic Opportunities Analysis (presentation) with summary for White Salmon and the defined submarkets.
- Presentation materials of results and recommendations
- Reference and attach infrastructure and land use memoranda from above tasks to inform appropriate levels and types of development, and future economic development potential.

**Schedule: Months 2-4****Task 3 – Strategic Recommendations for Klickitat County****Task Objective: prepare recommendations for Klickitat County aimed at fostering market supportable housing and employment development within the 7-10 identified catalyst sites.**

Based on Task 1 and Task 2 findings, the consultant will identify actions which the County can take to raise awareness of market and development opportunities and remove barriers to housing and business development.

**Work to be completed:**

- Summarize housing market and development opportunities in the west, east and central county sub-regions.
- Summarize business development opportunities in the west, east and central county sub-regions.
- Identify vacant and buildable lands within the 8 focus areas of the county.
- Identify infrastructure capacity issues and locations that can be provided with adequate water, sewer and transportation access with relatively minimal public/private investment.

**Deliverables****Klickitat County**

- Prepare draft and final summary report of technical findings, conclusions and recommendations.
- Prepare summary presentation of findings, conclusions and recommendations.

**Schedule: Month 6-7****Task 4 – City of White Salmon Urbanization Study****Task Objective: Identify long term (20 year) growth trends, forecasts and related land use requirements for the City of White Salmon.**

Based on Task 1 and Task 2 findings, the consultant will prepare an updated White Salmon Urbanization Study that identifies key demographic and market trends and related housing, commercial, industrial and

public facility needs required to accommodate the next 20-years of planned growth within the City. Incorporate results from adopted public facility master plans for roads, sewer and water facilities.

#### **Deliverables**

- Draft Updated Urbanization Study Report
- Final Updated Urbanization Study Report
- Conduct two meetings with staff, and a project “roll-out” presentation to the Planning Commission to discuss findings and recommendations.

**Schedule:** *Month 4-5*

#### **Task 5 – Community and Stakeholder Outreach**

**Task Objective:** Provide interim meetings with local planning and community development staff, community stakeholders and public facility providers to obtain feedback and direction regarding project findings.

The consultant will work with local city staff, local elected officials, home builders, and other community stakeholders to understand the specific opportunities and challenges related to housing and community/business development. The process will include meeting in local communities with key stakeholder groups through a series of community conversations. Stakeholder groups would include organizations such as the Klickitat County Housing Authority, employer advocacy groups, leading businesses and regional developers. Through these conversations, we will engage stakeholders to gain community perspective on housing requirements.

#### **Klickitat County Meetings**

- Four 2 hour meetings with the KPCEDA Executive Committee in Goldendale.
- 2 days of initial round one stakeholder outreach meetings or small focus group meetings (assumes six 2 hour meetings) to ascertain infrastructure issues, capacity levels, transportation issues, and related facility needs (planned for east, west and central sub-regions of Klickitat County).
- 10 to 12 1-hour interviews) with key businesses or property owners/developers (conducted in person or by telephone).
- Assumes 2 days of round two stakeholder outreach meetings (up to four 2-hour meetings) to discuss interim findings (planned for east, west and central sub-regions of Klickitat County).
- A draft final report presentation to elected officials.

#### **City of White Salmon Meetings**

- Assumes two 2, 2-hour meetings with the City of White Salmon staff to discuss interim findings.
- One meeting of up to 4 hours with public facility managers and WSDOT staff to ascertain infrastructure capacity levels and related facility needs.
- A draft final report presentation to planning and elected officials.

#### **Deliverables**

- Draft meeting summaries
- Final meeting summaries

#### **Cost Proposal and Schedule**

We proposed to complete this project for a total not-to-exceed cost of \$136,268. As indicated in the following cost by work task table, the White Salmon city limits portion of the project is estimated at \$42,802. An additional \$93,471 is required to complete the analysis for the remainder of Klickitat County. All work items will be completed by no later than June 30, 2020.

Budget Estimate by Task			
	White Salmon City	Rest of County	Total
Task			
1. Buildable Land Inventory	\$8,575	\$31,443	\$40,018
2A. Housing Needs Analysis	\$0	\$20,000	\$20,000
2B. Economic Opportunities	\$0	\$15,000	\$15,000
3. Klickitat County Strategy Report	\$0	\$7,030	\$7,030
4. White Salmon Urbanization Study	\$26,786	\$0	\$26,786
5. Community/Stakeholder Outreach	\$6,439	\$18,030	\$24,469
Labor Total	\$41,802	\$91,506	\$133,303
Expenses	\$1,000	\$1,965	\$2,965
<b>Budget</b>	<b>\$42,802</b>	<b>\$93,471</b>	<b>\$136,268</b>

**Item Attachment Documents:**

4. Lateral Police Officer - Vacation Leave
  - a. Presentation and Discussion
  - b. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: October 16, 2019  
Agenda Item: Lateral Police Officer – Vacation Leave  
Presentation: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

### Action Required

Authorization for to increase vacation leave for lateral police officers Frank Randal, effective April 1, 2019 and Ed Gunnyon, effective August 16, 2021 from 14 hours per month (4.2 weeks per year) to 16 hours per month (4.8 weeks per year).

### Proposed Motion

Motion to authorize an increase in vacation leave for later police officers Frank Randall, effective April 1, 2019; and Ed Gunnyon, effective August 16, 2021, from 14 hours per month (4.2 weeks pe year) to 16 hours per month (4.8 weeks per year) and noting that this action will not constitute a “past practice” related to union contracts.

### Explanation of Issue

It has been brought to the city’s administrative staff’s attention that when Frank Randall was hired as a lateral transfer police officer that his vacation leave accrual rate was set at one-step under the maximum amount and that after two years the accrual rate would increase to the maximum (see table below). Tracy Wyckoff, Retired Police Chief, has provided the attached letter dated August 29, 2019 stating his position on this issue.

Sub-part	Months of Completed Service	Monthly Accrual Rate in Hours	Yearly Rate in Hours per Year
A	Date of Hire less than 24	8.00	96.00
B	At least 25 but less than 60	10.00	120.00
C	At least 61 but less than 108	14.00	168.00
D	At least 109 and over	16.00	192.00

Ed Gunnyon was recently hired as a lateral police officer and began with 14 hours of vacation accrual per the union contract (see language below) and council authorization (provided although staff found out after the fact that it was not needed).

“Lateral police officers – shall start accumulating annual leave at DOH and shall be eligible to utilize his/her accumulated leave after six (6) months with the approval of the Chief of Police. The Chief of Police, after taking the lateral police officer experience into consideration, may place the new lateral police officer in A, B or C accumulative scale as specified in 12.1 of this Article and at the chief of police discretion. The employer is not obligated to buy out any unused accumulated leave from employees who’s employment is terminated during his/her one (1) year probationary period.”

Both police officers were accruing a higher amount of vacation leave when they transferred from Klickitat County to the City of White Salmon.





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Because the increase in vacation leave is outside the scope of the union contract and is not addressed in the city's personnel policy, it requires approval by the city council.

**Recommendation of Staff/Committee**

Staff does not have a recommendation on this issue. However, if the council approves an increase in leave for Frank Randall , we believe Ed Gunnyon should also be provided the increase when he has reached two years with the city.

08/29/19

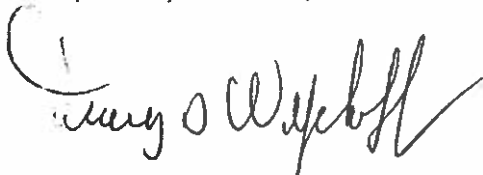
To whom it may concern,

In March of 2017, I reached out to Deputy Frank Randall, who was then employed with the Klickitat County Sheriff's Office, to see about transferring to the Bingen-White Salmon Police Department as a lateral. I advised Randall that I would bring him in one step under top-step police officer and that he would then move up to the final step after two years. This increase was to include pay, as well as vacation accruals.

It was my belief that a lateral officer should come in and be paid and accrue vacation like they were still in their previous department. In this current job field the need for and retention of lateral officers is very important and that is why I made this agreement. I explained to Randall prior to being hired that the only reason he wasn't starting out at top step was to give him at least one increase to look forward to.

I have since retired as Chief of the Bingen-White Salmon Police Department and it has been brought to my attention that the City of White Salmon is against moving Randall up to 16 hours of vacation accrual after two years of employment. I am not in agreement with this decision and feel that my agreement with Randall should be honored even though I have since retired. If you have any questions I can be contacted at (509) 774-8411.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tracy Wyckoff", with a large, stylized initial "T" and "W".

Tracy Wyckoff, Retired Bingen-White Salmon Police Chief

**Item Attachment Documents:**

5. Approval of Meeting Minutes - October 2, 2019



**CITY OF WHITE SALMON**  
**City Council Regular Meeting – Wednesday, October 2, 2019**  
**DRAFT**

**Council and Administrative Personnel Present**

**Council Members:**

Jason Hartmann  
Marla Keethler  
Amy Martin  
Ashley Post

**Staff Present:**

David Poucher, Mayor  
Pat Munyan, City Administrator  
Jan Brending, Clerk Treasurer  
Ken Woodrich, City Attorney (by phone)  
Bill Hunsaker, Building Official/Fire Chief  
Russ Avery, Public Works Operations Mgr.

**1. Call to Order**

Mayor David Poucher called the meeting to order at 6 p.m. There were approximately 60 people present.

**2. Roll Call**

*Moved by Ashley Post. Seconded by Marla Keethler.  
Motion to excuse Donna Heimke. CARRIED 3-0.*

*It is noted for the record that Jason Hartmann arrived at the meeting at approximately 6:45 p.m.*

**3. Comments – Public and Council**

There were no public or council comments.

**4. Changes to the Agenda**

There will be no Executive Session.

**5. Certificate of Appreciation – Stephanie and Randy Porter**

Marla Keethler presented a Certificate of Appreciation to Stephanie and Randy Porter for the use of their projector equipment and time in assisting with the 2019 Movies in the Park.

**6. Ordinance 2019-10-1053 Adopting WSMC 8.50 Single-Use Carryout Bags**

Jan Brending provided an overview of proposed ordinance 2019-10-1053 Adopting WSMC 8.50 Single-Use Carryout Bags. She said two community-led presentations have been made before the city council encouraging the adoption of an ordinance related to single-use plastic bags. Brending noted that representatives from Community Upcycle also met with the Community Development Committee to discuss the proposed ordinance. She said the city has received 11 emails regarding the proposed ordinance. Brending noted that a letter signed by 28 businesses in support of the ordinance is included in the council's packet.

Anne Stringer, Community Upcycle, made a presentation in support of the proposed ordinance.

**Brad Bookmyer, Snowden Road** said he supports the proposed ordinance.

**Darach Fosskett, Northshore Café** read a letter (provided to the city council) into the record in support of the proposed ordinance.

**Micheline Roth** said that she supports proposed ordinance because she cares about the community and the world. She said people can change their habits particularly when they see change is necessary. Roth said she thinks White Salmon can be an inspiration for the world.

**Kabe Grant and Jango Grant, White Salmon** said they support the ordinance and that it reinforces the voice of the 4<sup>th</sup> graders who make a presentation to the city council last spring.

**Brittany Bernard** said she supports the proposed ordinance.

**Smith** said he feels the cost of paper bags is already passed onto the consumer. He said he feels the 10 cents charge is the way to get people to bring their own bags.

**Becky Miles, Community Upcycle** said that she grew with no bags. She said they are not needed.

**Chris Johnson, Loop Road** expressed his gratitude to the children from the schools who brought the issue to the city council. He thanked Community Upcycle for their work and thanked the council for considering the ordinance.

**Michelle Mayfield, White Salmon** said she watched a NPS report about a study that found plastics in mussels. She said people are weekly ingesting plastics that amount to the size of a credit card. Mayfield said she supports the proposed ordinance.

**Emma Mattson** said she studied about the Pacific Ocean and garbage in the 5<sup>th</sup> grade. She said she supports the proposed ordinance.

**Alex Ballencheck** read excerpts and statistics from a United Nations report issued this year related to micro and macro plastics. He said the city has the chance to reduce pollution and asked the council to pass the ordinance.

**David Dierck, White Salmon** said he is a White Salmon business owner and resident. He directed the council to its mission statement. Dierck said he does not see how the council could argue against the ordinance.

**Mike Burly** said that plastics are not being recycled and the county should stop using the plastic blue bags for recycling as they end up in the landfill.

**Burly** said a documentary titled “Plastic Ocean” will open your eyes. She said the city has the opportunity to show future generations that the city cares about their health.

**Shelly Baxter, White Salmon** said she was not sure about the proposed ordinance until she visited the landfill. She said paper bags can provide biomass for the landfill, but they don't need plastic bags. Baxter said she is favor of a plastic single-use bag ban but is not sure about requiring recyclable paper bags.

**Abbie Butterfield** said she fully supports the ordinance as it is proposed. She said she feels that plastic bags are not needed for produce in grocery stores and would like to see that issue addressed in the future.

Mayor Poucher closed the public hearing.

Amy Martin thanked Community Upcycle for bringing the ordinance to the city. She said she dives and has seen the issue of plastics in the ocean.

Ashley Post said she is impressed with how thorough the research is. She said she has experienced beaches that are covered with particles of plastic.

Marla Keethler said the proposed ordinance is the effort of adults and children. She said there have been letters to the editor on both sides of the issue. Keethler said she believes the fee can cause a change in habits. She said she believes today's adults need to set an example for the next generation. Keethler said she feels there is overwhelming support for the ordinance.

David Poucher said he is against charging 10 cents for the paper bags. He said government is normally an advocate for the consumer and now White Salmon is telling businesses how much they need to charge for a paper bag. Poucher said he feels the city needs to hear more from the public about this issue. He said he feels it is wrong to require a fee and may veto the ordinance. Poucher said he is standing up for the silent majority. He noted that the ordinance has not been implemented yet and therefore has not affected people's pocketbooks.

Marla Keethler said the council has heard compelling argument from business owners. She said she feels the fee makes it transparent as to what the cost of a bag being used is. Keethler said the city shouldn't be shelving something based on a silent group of people. She said that a majority of business owners are supporting the proposed ordinance and that is important.

Ashley Post noted that Harvest Market has a bin with bags that are available for free to those who did not bring their own to the store.

David Poucher said his concern is that it is a mandatory fee. He said it should be up to the businesses as to what they want to charge for the bag.

Marla Keethler noted that the city's ordinance could be seamless with what may be adopted by the state in the future.

Ken Woodrich reviewed what happens when a mayor vetoes an ordinance. He said if the mayor vetoes an ordinance is returned to the city council for reconsideration at their next meeting. Woodrich said a super majority is required to override a veto.

Jason Hartmann asked what a veto is being discussed. Note: Jason Hartmann arrived at the meeting at 6:45 p.m.

David Poucher reviewed his objections to the proposed ordinance and that he has stated he may consider vetoing the ordinance if it is passed by the council. He said the required fee is anti-consumer and benefits the business.

Ashley Post said she feels the statistics that have been provided show when there is no fee the use of paper bags increases. She said she feels it is the government's right to require a fee.

Jason Hartmann said he feels it is the role of government to help protect the environment.

**Moved by Marla Keethler. Seconded by Amy Martin.  
Motion to adopt Ordinance 2019-10-1053, Adopting WSMC 8.50 Single-Use Carryout Bags.  
CARRIED 4 to 0.**

David Poucher said he has ten days to sign the ordinance and he will take the full ten days to make his decision.

**7. Ordinance 2019-10-1054, Repealing Ordinance 2019-08-1048 and Amending WSMC 10.08.010 State Routes 14 and 141 Speed Limits**

Jan Brending provided an overview of the proposed ordinance. She said the city council adopted Ordinance 2019-08-1048 that identified the area for the 20 mile per hour speed limit as from Garfield Street to Seventh Street. Brending said Washington Department of Transportation rejected the designated area. She provided the reasons why the specific area was not acceptable. Brending said the city council had originally requested an area from Garfield to Grandview. She said she contacted WSDOT and requested that the area be the existing area that serves the 25 mile per hour speed limit, from Garfield to Dock Grade. Brending said WSDOT has agreed. She noted the ordinance also covers changing the 35 mile per hour area northwest of Garfield to 30 miles per hour.

Ashely Post said she does feel this is a good compromise. She said ultimately, she would like to see the 20 mile per hour area go further east. Post said she feels that have a lower speed limit that goes past Dock Grade will allow cars to more easily merge onto Jewett Blvd.

**Moved by Amy Martin. Seconded by Jason Hartmann.  
Motion to adopt Ordinance 2019-10-1054, Repealing Ordinance 2019-08-1048 and Amending WSMC 10.08.010 State Routes 14 and 141 Speed Limits. CARRIED 4 to 0.**

**8. Resolution 2019-10-492, Authorizing Interfund Loan from General Fund Reserve to USDA Rural Development Fund**

Jan Brending presented Resolution 2019-10-492 which authorizes a \$100,000 interfund loan from the General Fund Reserve to the USDA Rural Development Fund. She said cash flow is needed until the city receives funding from its USDA Rural Development loan. Brending said the

loan will be repaid by the end of the year with the interest rate being set at the August 31, 2019 rate for the State Investment Pool.

**Moved by Amy Martin. Seconded by Ashley Post.**

**Motion to adopt Resolution 2019-10-492, Authorizing \$100,000 Interfund Loan from General Fund Reserve to USDA Rural Development Fund. CARRIED 4 to 0.**

**9. 2019 Budget Amendment, Ordinance 2019-10-1055 Amending the 2019 Budget**

Jan Brending presented an amendment to the city's 2019 budget. She said the budget amendments cover a number of items that have been approved by the city council that now need to be reflected in the budget.

**Moved by Marla Keethler. Seconded by Amy Martin.**

**Motion to adopt Ordinance 2019-10-1055 Amending the Budget for Fiscal Year Ending December 31, 2019. CARRIED 4 to 0.**

**10. Consent Agenda**

- a. Approval of Meeting Minutes – September 18, 2019
- b. Approval of Meeting Minutes – Joint Meeting September 25, 2019
- c. July 2019 Budget Report
- d. August 2019 Budget Report
- 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 2<sup>nd</sup> day of October, 2019.

Type	Date	From	To	Amount
Claims	10/2/2019	35414	35454	268,885.35
			<b>Claims Total</b>	<b>268,885.35</b>
Payroll	10/4/2019	35407	35413	1,433.32
		EFT	EFT	93,820.67
			<b>Payroll Total</b>	<b>95,253.99</b>
Manual Claims	9/23/2019	35406	35406	1,136.66
			<b>Manual Total</b>	<b>1,136.66</b>
			<b>Total All Vouchers</b>	<b>365,276.00</b>

**Moved by Jason Hartmann. Seconded by Amy Martin.**

**Motion to approve consent agenda as presented. CARRIED 4-0.**



**11. Department Head and Council Reports**

**Bill Hunsaker, Building Official/Fire Chief** said that discussions have been occurring with himself and Fire District about the possibility of co-locating Fire District 3 and White Salmon Fire Department together in the White Salmon fire station. He said ultimately the goal would be to see public works and city council move to other locations to make the best use of the facility. Hunsaker said there is currently no timeline. He noted that Fire District 3 has 30 months in which to designate how the department intends to spend its bond funds.

Jason Hartmann said he thought there were some discussions about building a new facility.

Hunsaker said land is expensive but that possibility is still being discussed.

David Poucher said the city works very closely with Fire District 3.

Tom Montag, Fire District 3 Commission said it is the District's desire to reduce response times. He said ultimately sleeping quarters to staff volunteers would be nice. Montag said he thinks District 3's fire chief would still be located in Husum.

Pat Munyan said one of the biggest expenses would be to move Public works to Spring Street although the cost could be spread out over several funds.

Ashley Post said she hesitates to sell any city property because it is so difficult to acquire property.

**Pat Munyan, City Administrator** said the repairs to the 14-inch water main are almost complete. He said the city's engineer is writing up specifications for the park restrooms. Munyan said he feels there is more work that needs to be done to the restrooms because they are not ADA compliant.

**Marla Keethler, Council Member** said it was an interesting note to discover that the "blue recycling bags" are not recyclable and that is something that should be discussed.

Jason Hartmann said the Solid Waste Committee is discussing the use of bins for recycling and the possibility of getting compost and glass curbside pickup.

**Ashley Post, Council Member** said the Tree Board is working on getting bids for tree maintenance and removal for park and street trees.

**13. Adjournment**

The meeting adjourned at 7:42 p.m.

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David Poucher, Mayor

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Jan Brending, Clerk Treasurer