



## **White Salmon City Operations Committee Meeting**

### **A G E N D A**

**July 23, 2024 – 4:30 PM**

**100 N Main Ave**

**Meeting ID: 896 4391 0973**

**Call In: 1 253 215 8782 US (Tacoma)**

**Zoom Link: <https://us02web.zoom.us/j/89643910973>**

#### **Welcome**

#### **Discussion Items**

- Chapter 13 (wastewater)- Edits by Public Works director attached
- Composting in White Salmon- Mill Pricing attached
- RFA Lease Agreement Draft Review- Presented by Stephanie Porter

#### **Next Meeting**

## Chapter 13.12 SEWER SYSTEM

### Sections:

#### **13.12.010 Definitions.**

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

- A. "ASTM Specifications." All references of the form ASTM-C1 shall mean the Standard Specifications or Methods of the American Society for Testing Materials, of the serial designation indicated by the number and, unless otherwise stated, refer to the latest adopted revision of such specification or method.
- B. "BOD (biochemical oxygen demand)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under a standard laboratory procedure in five days at twenty degrees Centigrade, expressed in parts per million by weight.
- C. "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.
- D. "Building sewer" means the extension from the building drain to the public sewer or other place of disposal.
- E. "Garbage" means solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
- F. "Industrial wastes" means the liquid wastes from industrial processes, as distinct from sanitary sewage.
- G. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.
- H. "Person" means any individual, firm, company, association, society, corporation or group.
- I. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- J. "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food, that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- K. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.
- L. "Sanitary sewer" means a sewer which carries sewage, and to which stormwaters, surface waters and groundwaters are not intentionally admitted.
- M. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwaters, surface waters and stormwaters as may be present.
- N. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.
- O. "Sewage works" means all facilities for collecting, pumping, treating and disposing of sewage.
- P. "Sewer" means a pipe or conduit for carrying sewage.
- Q. "Shall" is mandatory; "may" is permissive.

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- R. "Storm sewer" or "storm drain" means a sewer which carries stormwaters and surface waters and drainage, but which excludes sewage and polluted industrial wastes.
  - S. "Superintendent" means the superintendent of sewage works of the city, or his authorized deputy, agent or representative.
  - T. "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.
  - U. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.
- (Ord. 238 Art. 1 (part) and §§101-121, 1971)

### **13.12.020 Privys, septic tanks and cesspools prohibited.**

Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

(Ord. 238 §203, 1971)

### **13.12.030 Installation of toilet facilities and connection to system required when.**

- A. The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located, or may in the future be located, a public sanitary sewer of the city, are required, at their expense, to install suitable toilet facilities therein, and to apply for a permit and pay the fees therefor to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within one hundred eighty days after the date of official notice to do so, providing that such public sewer is within **three hundred (as stated in the annexation staff reports) at the property owners expense unless septic is approved by the Klickitat County Department of Health or is proven by the property owner to be financially impractical by the Public Works Director** feet of the property line.
- B. The owner shall make connection to the public sewer system within one hundred eighty days after the permit to connect is issued.

(Ord. 1990-5-261 §2, 1990: Ord. 238 §204, 1971)

### **13.12.040 Depositing wastes prohibited where.**

It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner, upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage, or other objectionable waste.

(Ord. 238 §210, 1971)

### **13.12.050 Discharging wastes to watercourses or natural outlets.**

It is unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

(Ord. 238 §202, 1971)

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### **13.12.060 Private sewage disposal system-Required when.**

Where a public sanitary or combined sewer is not available under the provisions of Section 13.12.030, the building sewer shall be connected to a private sewage disposal system complying with the provisions of Sections 13.12.060 through 13.12.120.

(Ord. 238 §301, 1971)

### **13.12.070 Private sewage disposal system-Permit-Construction requirements.**

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the **Public Works Director**. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the **Public Works Director**. A permit and inspection fee **to reflect the current fee schedule** shall be paid to the city clerk-treasurer at the time the application is filed.

(Ord. 238 §302, 1971)

### **13.12.080 Private sewage disposal system-Permit-Inspection requirements.**

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the **Building Official in conjunction with the Klickitat County Department of Health**. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within forty-eight hours of the receipt of notice by the **Building Official**.

(Ord. 238 §303, 1971)

### **13.12.090 Private sewage disposal system-Type, location, and other conditions.**

The type, capacities, location and layout of a private sewage disposal system shall comply with the requirements of the Washington State Sanitary Authority and the Washington State Board of Health.

(Ord. 238 §304, 1971)

### **13.12.100 Private sewage disposal system-Operation and maintenance.**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense of the city.

(Ord. 238 §306, 1971)

### **13.12.110 Private sewage disposal system-Connection to public system required when.**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 13.12.030, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material, unless the superintendent shall otherwise permit.

(Ord. 238 §305, 1971)

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### **13.12.120 Scope of Sections 13.12.060 through 13.12.100.**

The provisions of Sections 13.12.060 through 13.12.100 shall be in addition to and not in derogation of the requirements of general law.

(Ord. 238 §307, 1971)

### **13.12.130 Connection to or alteration of system-Permit required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the superintendent.

(Ord. 238 §401, 1971)

### **13.12.140 Connection and installation costs.**

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may, directly or indirectly, be occasioned by the installation.

(Ord. 238 §404, 1971)

### **13.12.150 Installation-Size and slope.**

The size and slope of the building sewer shall be subject to the approval of the superintendent, but in no event shall the diameter be less than four inches **on private property at which point a 6" cleanout will be installed and 6" pipe from the property line to the main line.** The slope of such four-inch pipe shall be not less than one-eighth inch per foot.

(Ord. 238 §406, 1971)

### **13.12.160 Installation-Sewer pipe materials.**

The building sewer shall be **constructed to meet the City of White Salmon Construction Standards and Specifications Section 3- Part 2: Materials.** Joints shall be tight and waterproof.

(Ord. 238 §405, 1971)

### **13.12.170 Installation-Joints and connections.**

All joints and connections shall be made gastight and watertight **and be constructed to meet constructed to meet the City of White Salmon Construction Standards and Specifications Section 3- Part 2: Materials.**

(Ord. 238 §410, 1971)

### **13.12.180 Installation-Connection to public sewer.**

The connection of the building sewer into the public sewer **must be installed in congruence with City of White Salmon Standard Plan 3-8: Side Sewer Lateral.** The invert of the building sewer at the point of connection

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shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made, and the connection made secure and watertight.

(Ord. 238 §411, 1971)

### **13.12.190 Installation-Building sewer elevation.**

Building sewers serving buildings with basements shall, whenever possible, be brought to the building at an elevation below the basement floor. The building sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.

(Ord. 238 §407, 1971)

### **13.12.200 Installation-Lift for connection to public sewer.**

In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer.

(Ord. 238 §408, 1971)

### **13.12.210 Excavations-General requirements.**

All excavations required for the installation of a building sewer shall be open-trench work, unless otherwise approved by the **Public Works Director**. Pipe-laying and backfill shall be performed in accordance with **The City of White Salmon Construction Standards and Specifications**.

(Ord. 238 §409, 1971)

### **13.12.220 Excavations-Safety barricades and lights.**

All excavations for building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Ord. 238 §413, 1971)

### **13.12.230 Inspection of installation.**

The applicant for the building sewer permit shall notify the **Building Official and Public Works Director** when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the **Public Works Director** or his representative.

(Ord. 238 §412, 1971)

### **13.12.240 Sewer or septic tank worker-License required.**

No person shall construct or attempt to construct a sewer connection within the city until he has first obtained a license as a sewer worker. No person shall engage in septic tank cleaning, construction or repair within the city until he has first obtained a license as a septic tank worker.

(Ord. 238 §601, 1971)

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### **13.12.250 Sewer or septic tank worker-Application for license.**

Every person desiring to obtain a license as a sewer worker or septic tank worker in the city shall make application to the sewer superintendent of the city for an examination as a sewer worker or septic tank worker.

(Ord. 238 §602, 1971)

### **13.12.260 Sewer or septic tank worker-Investigation of qualifications.**

The superintendent shall promptly examine the applicant, touching his qualifications to construct sewer connections, testing his familiarity and experience in jointing sewer pipe, and the specifications set forth in this chapter. Septic tank workers will be examined on fundamentals of tank construction, connection, and cleaning.

(Ord. 238 §603, 1971)

### **13.12.270 Sewer or septic tank worker-Certification of approval.**

If the applicant is found to possess sufficient qualification and experience, and satisfy the superintendent, the superintendent shall certify in writing the fact of his approval to the city clerk-treasurer, and deliver such certificate to the applicant.

(Ord. 238 §604, 1971)

### **13.12.280 License-Fee.**

Upon payment of ten dollars to the city clerk-treasurer, he shall issue a license authorizing the applicant to make sewer connections or do septic tank work within the city for a period of one year from the date of license. The license shall state upon the face of same that it is revocable at the pleasure of the city council.

(Ord. 238 §605, 1971)

### **13.12.290 Appeal from disapproval of certification.**

In the event the **Public Works Director** should refuse to grant to the applicant the certificate of approval, the applicant shall have the right to appeal to the **Hearings Examiner or City Council??**.

(Ord. 238 §606, 1971)

### **13.12.300 License-Revocation-Council powers.**

The council shall have the right at any time to revoke any license granted under the provisions of this chapter, and return the pro rata unearned license fee.

(Ord. 238 §701, 1971)

### **13.12.310 License-Revocation-Conditions.**

In addition to other causes, the neglect, omission, failure or refusal of any sewer worker licensed under this chapter to comply with and observe the provisions of this chapter in the manner of construction, or class of

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material used therein, shall be deemed sufficient cause to justify the council in revoking the license of such sewer worker.

(Ord. 238 §310, 1971)

### **13.12.320 Performing work while license suspended prohibited.**

No person whose license has been suspended shall perform any acts for which a license is required by this chapter until the matter of such suspension has been voted by the council.

(Ord. 238 §703, 1971)

### **13.12.330 License-Exemptions.**

The provisions of Sections 13.12.230 through 13.12.280 of this chapter shall not apply to any person who is a bona fide employee of any person or firm in the city duly licensed as a sewer worker; provided, however, that every person engaged in laying pipe and making joints shall be required to obtain a license as provided in Sections 13.12.230 through 13.12.280.

(Ord. 238 §704, 1971)

### **13.12.340 Stormwater or other unpolluted water-Discharge to sewer prohibited.**

No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process water to any sanitary sewer.

(Ord. 238 §501, 1971)

### **13.12.350 Stormwater or other unpolluted water-Location for discharge.**

Stormwater and all other unpolluted drainage shall be **Retained on-site**.

(Ord. 238 §502, 1971)

### **13.12.360 Prohibited discharges to sewers.**

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described water or wastes to any public sewer:

- A. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;
- B. Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil or grease;
- C. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
- D. Any garbage that has not been properly shredded;
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works;



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- F. Any waters or wastes having a pH lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
  - G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
  - H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such material at the sewage treatment plant;
  - I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

(Ord. 238 §503, 1971)

### **13.12.370 Grease, oil and sand interceptors-Required when.**

Grease, oil and sand interceptors **must** be **installed** when, in the opinion of the **Public Works Director**, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, and other harmful ingredients; except that such interceptors shall not be required for private living quarters. All interceptors shall be of a type and capacity **as stated in City of White Salmon Standard Plan 3-13: Grease Interceptor and 3-14: SAMPLE CHAMBER FOR GREASE INTERCEPTOR & OIL/WATER SEPARATOR**, and shall be located as to be readily and easily accessible for cleaning and inspection.

(Ord. 238 §504, 1971)

### **13.12.380 Grease, oil and sand interceptors-Maintenance.**

Where installed, all grease, oil and sand interceptors shall be maintained by the **Property** owner, at his expense, in continuously efficient operations at all times.

(Ord. 238 §505, 1971)

### **13.12.390 Wastes requiring pretreatment-Discharge conditions.**

The admission into the public sewers of any waters or wastes **containing one or more characteristics that would trigger a Department of Ecology permit or** containing any quantity of substances having the characteristics described in Section 13.12.360 shall be subject to the review and approval of the **Public Works Director**. Where necessary, in the opinion of the **Public Works Director**, the owner shall provide, at his expense, such preliminary treatment as may be necessary. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the superintendent and of the Washington State Sanitary Authority, and no construction of such facilities shall be commenced until such approvals are obtained in writing.

(Ord. 238 §506, 1971)

### **13.12.400 Pretreatment facilities-Operation and maintenance.**

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the **property** owner, at his expense.

(Ord. 238 §507, 1971)

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#### **13.12.410 Manhole installation conditions.**

When required by the **Public Works Director**, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible at all times.

(Ord. 238 §508, 1971)

#### **13.12.420 Tests and analyses-Standard Methods designated-Use of manhole.**

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made above shall be determined in accordance with the Standard Methods for the Examination of Water and Sewage, and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

(Ord. 238 §509, 1971)

#### **13.12.430 Pretreatment-Special arrangements not restricted.**

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern.

(Ord. 238 §510, 1971)

#### **13.12.440 Inspection-Right of entry.**

The **Public Works Director** and other duly authorized employees of the city, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.

(Ord. 238 §901, 1971)

#### **13.12.450 Damaging or destroying system prohibited.**

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the municipal sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

(Ord. 238 §801, 1971)

#### **13.12.460 Violation-Notice required.**

Any person found to be violating any provision of this chapter, except Section 13.12.450, shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(Ord. 238 §1001, 1971)

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### **13.12.470 Violation-Penalty.**

Any person who continues any violation beyond the time limit provided for in Section 13.12.460 shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in the amount **authorized by the definition of a misdemeanor by the State of Washington**. Each day in which any such violation shall continue shall be deemed a separate offense.

(Ord. 238 §1002, 1971)

### **13.12.480 Violation-Liability for expenses and damage.**

Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of such violation.

(Ord. 238 §1003, 1971)



# Mill for municipalities

## Why work with Mill?

### INCREASE DIVERSION

No mess, no smell, no fruit flies! Mill changes behavior at the household level by taking the ick out of source separation. This means higher household participation and more diversion.

### IMPROVE EFFICIENCY

Mill's ability to dehydrate and shrink kitchen scraps by 80% results in a lightweight, non-putrescible output we call Food Grounds > which can be picked up monthly (or less!).

By pulling organics out of your waste stream, you'll enjoy lower landfill costs, more efficient waste hauling routes, and even reduced waste pickup frequencies.

### GOODBYE, CONTAMINATION

Mill enables a clean stream of organic material with minimal contamination. A better approach before the curb means cleaner household-level output on collection day, and lower processing costs.

### ROBUST DATA & INSIGHTS

With a built-in scale and WiFi connectivity, Mill is able to accurately measure diversion and usage with precision.

## Flexible Options

### MILL FOOD RECYCLER

Bins can be purchased outright as a capital investment in decentralized infrastructure, or can be leased via a monthly service fee. As a city, you decide how much to fund vs. which costs to pass along to residents.

### COLLECTION & PROCESSING

Mill's output can be collected by your existing haulers, and is highly compatible with commercial composting or Anaerobic Digesters. We're happy to collaborate with haulers, composters, and local farms in your area.

If you don't currently have a collection & post-processing solution in place, Mill can also offer on-demand collection via our partnership with USPS. Material is then transported to our processing facility in Mukilteo, WA, where it is upcycled into animal feed.

### SCHOOL PROGRAMS

Mill is working to help develop curriculums that bring food waste education to the classroom. We can help you access philanthropic dollars to place bins in schools in your community.



## Kitchen Bin Purchase Options

Pricing applies to volumes of up to 1k households. Quotes for 1k+ available upon request.

	BUY THE BIN	MONTHLY LEASE PAID BY RESIDENT	MONTHLY LEASE WITH MUNICIPAL REBATE
Retail Price	\$1000	\$49.99/month	\$49.99/month
<i>Municipal Discount</i>	20%	40%	60%
Municipal Price	\$800	\$30/month	\$20/month
Municipal Rebate	\$0-\$800 (at city's discretion)	\$0	\$10-20/month (at city's discretion)
Resident Price	\$0-\$800 (at city's discretion)	\$30/month	\$0-\$10/month
Details	Includes shipping, 5 year warranty, and charcoal filters	Includes shipping, warranty and charcoal filters for the length of the lease	

## Food Grounds Collection Options

COLLECTION OPTION	DETAILS	MONTHLY PRICE PER HOUSEHOLD
Existing Haulers	If your city self-hauls or works with a hauling partner that already has a pathway for recycling organics, you can direct residents to empty their Mill Food Grounds into their existing organics cart.	\$0
Mail back to Mill	Mill will provide residents with unlimited prepaid shipping boxes to mail their grounds back to Mill. Once the return box is full, they can request a next-day home pickup through the Mill app. The average household will fill a return box once a month, but this will vary based on use.	\$10
Local Haulers	Mill can coordinate with local organics haulers to collect Food Grounds. Monthly pickups are more than sufficient for Food Grounds.	Quotes upon request

## Measurement & Reporting

DETAILS	PROGRAM FEE
Quarterly reporting on your resident's usage, diversion, satisfaction, and environmental impact in CO2e-avoided. Zip-code level tracking available.	\$10,000 <i>(Waived with funding commitment for 500 bins)</i>
Mailback rates and contamination data (if participating in Mail back to Mill).	

**LEASE AGREEMENT  
BETWEEN THE CITY OF WHITE SALMON AND THE  
WEST KLICKITAT REGIONAL FIRE AUTHORITY**

THIS LEASE AGREEMENT (hereinafter “Lease”) is between the CITY OF WHITE SALMON, a municipal corporation of the State of Washington, (“CITY”), and the WEST KLICKITAT REGIONAL FIRE AUTHORITY, a Washington municipal corporation, “WKRFA.”

**RECITALS**

1. The CITY has maintained a fire department and owns real property used for fire department services legally described in **Exhibit A** and located at 119 NW Church Avenue, White Salmon “Property.”
2. On November 7, 2023, the voters of the CITY and Klickitat County Fire Protection District No. 3 voted to approve the formation of the WKRFA effective September 29, 2024 with an operational effective date of January 1, 2025.
3. Effective January 1, 2025, the Property will be used jointly by the CITY and the WKRFA under the terms of this Lease.

**AGREEMENT**

NOW, THEREFORE, the CITY and WKRFA agree as follows:

1. PREMISES.
  - 1.1. **Premises Defined.** **Exhibit B** attached hereto and incorporated herein depicts the buildings and other improvements on the Property that are used exclusively for WKRFA purposes, exclusively for CITY purposes, and jointly by WKRFA and the CITY. The CITY leases to WKRFA and WKRFA leases from the CITY the portion of the Property described in Exhibit B as being for the exclusive use of WKRFA “Premises.”
  - 1.2. **Common Area.** WKRFA also has the right to use jointly with the CITY the areas depicted in Exhibit B for joint use by WKRFA and CITY (the “Common Area”) along with parking lots and sidewalks.
  - 1.3. **As-Is.** The CITY is providing the Premises and Common Area in “as-is” condition for WKRFA’s use. The CITY makes no representation regarding the condition of the Premises and Common Area, or improvements located on the same.

Commented [SP1]: Need to create Exhibit B.

2. USE.

2.1. **Permitted Use.** WKRFA shall use the Premises and Common Area for a fire station, and administration purposes (the "Permitted Use") and for no other purpose unrelated to the management and operation of a regional fire authority.

~~2.1.2.2.~~ **Restrictions on Use.** WKRFA shall not cause or permit any damage to the Property or Premises. If WKRFA fails to comply with all or any of the restrictions on the use of the premises set out in subsection 2.2, the City shall notify WKRFA and provide WKRFA a reasonable time to take all steps necessary to remedy the failure. If WKRFA fails to do so in a timely manner, then the City may take any steps necessary to remedy the failure. Upon demand by the City, WKRFA shall pay all costs of the remedial action.

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~~2.2.2.3.~~ **Council Chambers.** The CITY shall retain the right to jointly use the City Council Chambers located on the Premises until such time that the City and the WKRFA approve a transition plan. During the shared use period, the CITY shall retain ownership ~~of~~ all furnishings, equipment and AV amenities located in the Council Chambers.

Commented [KH2]: In Exhibit B, are the Council Chambers included as a "Common Area"?

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Commented [SP3]: There is no current timeline for Council Chamber replacement.

3. TERM.

3.1. **Term Defined.** The term of this lease shall be for 99 years unless terminated earlier by mutual agreement of WKRFA and the City or upon occurrence of the City Vacation as defined below.

(a) **City Vacation.** The City anticipates relocating its Public Works Department from the premises at a later time, by \_\_\_\_\_, 20\_\_. At such time as the Public Works Department vacates the Property, the City shall transfer ownership of the Property to WKRFA, subject to the City's retention of a right of first refusal in the event the WKRFA sells the property in the future, and in consideration of WKRFA's payment of an amount based on the square foot value of the CITY'S portion of the building located on the Property that is not part of the Premises or common area.

Commented [SP4]: This was not discussed in terms of the PW department relocating. This should not include a date as we do not have a planned date to locate PW.

4. LEASE PAYMENT.

4.1. **Rent.** The consideration for this Lease is Section VI.F.7 of the WKRFA Plan and no additional consideration or payments shall be required.

5. UTILITIES AND OTHER EXPENSES.

5.1. **Electric, Water, Sewer and Internet.** The monthly costs of these Utilities shall be paid 50 % by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on actual use of the Property.

Commented [SP5]: This is fair with the exception of water. Water should be metered at fill stations and billed separately. The PW shop downstairs is at least half the utility use on regular billing.

Commented [SP6R5]: Potentially a 50% threshold? And 100% threshold.

5.2. **Water.** The monthly costs of water utilities (Base Fees and Water Consumption through the building assigned meter) shall be paid 50 % by WKRFA and 50% by the CITY. The City shall invoice the WKRFA on a quarterly basis for the prior quarters based on the actual utility expenses in the prior quarter. **Payment shall be due within thirty (30) days of the invoice date.** The parties agree to evaluate the percentages on an annual basis and may agree to modify the percentages to allocate costs based on the actual use of the Property.

5.2.5.3. **Bulk Water Use.** All water used from a location not tracked in regular utility billing services, including fire hydrants, will be tracked and reported ~~in~~ for Washington State required tracking. The City and the WKRFA will negotiate and execute an Interlocal Agreement for Bulk Water Use and Purchase no later than December 31, 2024.

5.2.5.4. **Janitorial.** Each party shall be responsible for the cost of its own Janitorial services. The WKRFA will be responsible for the janitorial services for space deemed WKRFA sole use per this lease agreement Exhibit B. **The City and WKRFA shall share equally in the costs of the janitorial services for the Common Areas.**

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Commented [SP7]: Should be responsible for the upper floor with exception of the Council Chamber Room and any offices used by PW.

Commented [KH8]: Janitorial section does not address common areas; split cost 50/50?

## 6. MAINTENANCE AND REPAIR.

6.1. **Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Section 6.2. WKRFA shall be solely responsible for the routine maintenance associated with the Premises. The CITY and WKRFA shall share equally in the costs of routine maintenance for the Common Areas. The CITY shall remain responsible for all routine maintenance for all portions of the Property other than the Premises and Common ~~Area~~Areas.

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6.2. **Major Repairs and Maintenance** Major Repairs and Maintenance shall be defined as repairs or maintenance items with a per occurrence cost in excess of \$2,500.00 excluding WSST (for example, if a water pipe breaks and damages the flooring, the \$2,500.00 cost limit applies to all repair and maintenance costs associated with repairing the pipe, the floor, and any associated damage). The CITY shall be responsible for all Major Repairs and Maintenance, including capital improvements that exceed \$2,500, **with the exception that WKRFA shall be responsible for all Major Repairs and Maintenance which are caused by the intentional or negligent acts of WKRFA's employees, agents, or licensees.**

Commented [SP9]: Shawn/Kelly -I would recommend language that speaks to the fault of the damage. Example: If the water is left running by WKRFA staff or the building is hit by a truck they should be liable.

6.3. **Additions and Improvements to Premises.** WKRFA shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacement, or changes to the Premises or any improvements on the Premises which may be desired by the WKRFA or required by any public authority. All additions, repairs, alterations, replacements, or changes to the Premises shall be made in accordance with Section 7.

Commented [SP10]: Good. Requires City approval for any modifications.

## 7. TENANT IMPROVEMENTS.

7.1. **Construction.** Prior to any construction, alteration, replacement, removal, or major repair of any improvements on the Premises, WKRFA shall submit to the CITY plans



and specifications which describe the proposed activity. Construction shall not commence until the CITY has approved the plans and specifications in writing. The CITY shall have ~~thirty (30)~~forty-five (45) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for the CITY's written consent shall be treated as waived, unless the CITY notifies WKRFA otherwise within the ~~thirty (30)~~forty-five (45) days. Upon completion of construction, WKRFA shall promptly provide the CITY with as-built plans and specifications. The CITY's consent and approval shall not be required for any routine maintenance or repair of improvements made by the WKRFA pursuant to its obligation to maintain the Premises in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Premises. The provisions of this section do not obviate any permit requirements that may apply to the proposed activity.

**Commented [SP11]:** Shawn/Kelly - Please confirm this is a reasonable/standard review timeline.

**Commented [SP12]:** Confirm timeline is reasonable.

**Commented [KH13R12]:** 30 days seems reasonable, but be aware that with the time is of the essence clause, failing to meet a deadline is a breach of the contract

**Commented [SP14R12]:** I will propose 45 days.

**Commented [KH15]:** waives the need for written approval of improvements if the City does not notify WKRFA in 30 days

~~7.1.7.2. Unauthorized improvements. Improvements made on the premises without the City's prior consent pursuant to subsection 7.1 or which are not in conformance with the plans submitted to and approved by the City ("Unauthorized Improvements") shall immediately become the property of the City, unless the City elects otherwise. Regardless of the ownership of the Unauthorized Improvements, the City may, at its option, require WKRFA to sever, remove, and dispose of them. If WKRFA fails to remove an Unauthorized Improvement upon request, the City may remove it and charge WKRFA for the cost of removal and disposal.~~

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**8. INDEMNIFICATION.**

**Commented [SP16]:** Shawn/Kelly review

- 8.1. -The WKRFA agrees that it will protect, save, defend, hold harmless and indemnify the CITY, its officials, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on CITY's Property, occasioned by either the negligent, ~~reckless and~~-or willful conduct of the WKRFA, its agents or any person or entity holding under the WKRFA or any person or entity on the Premises or on the CITY's property as a result of WKRFA's activity, regardless of who the injured party may be. Notwithstanding the foregoing, CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless for any and all demands, claims, judgments, or liability for loss or damage arising from CITY's negligent, reckless and/or willful acts (including those of CITY's employees or commissioners).
- 8.2. WKRFA shall indemnify, ~~defend~~-and hold CITY harmless from any and all claims, demands, judgments, orders, or damages resulting from hazardous substances on the Premises caused in whole or in part by the activity of the WKRFA, its agents, subtenants, or any other person or entity on the Premises during any period of time that WKRFA has occupied all or a portion of the Premises during the term of the Lease. CITY shall, to the extent permitted by law, indemnify and hold WKRFA harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances on the Premises caused by CITY.

8.3. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined as Hazardous Substance or Hazardous Waste under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

8.4. The provisions of Section 8 shall survive the expiration or termination of this Lease.

#### 9. ASSIGNMENT AND SUBLETTING.

9.1. WKRFA shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of WKRFA's interest in this Lease or the Premises without the CITY's prior written consent which may not be unreasonably withheld by the CITY. In the event of such consent, each permitted transferee shall assume all obligations under this Lease. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of WKRFA. A dissolution of the WKRFA shall be deemed to be an assignment of this Lease. The acceptance by the CITY of the payment following an assignment or other transfer shall not constitute consent to any assignment or transfer. The CITY's consent shall not be required for a sublease of the premises to another governmental entity providing services that directly support and benefit the operation of the regional fire authority.

#### 10. INSURANCE.

10.1. During the term of this Lease and any extension thereof, the CITY shall maintain an insurance policy on the Property in the amount of the replacement cost, for damage from fire; earthquake; and other perils. Said insurance policy shall also insure the replacement value of the equipment owned by the CITY pursuant to this Lease. WKRFA shall reimburse the City for any increase in premiums charged to the City for such insurance policy resulting from WKRFA's operations on the property. The proceeds on a claim against said insurance policy for damage shall be used to repair damage to the building so insured and to repair or replace any damaged personal property provided by the CITY.

10.2. The WKRFA shall be responsible for maintaining its own fire and hazard insurance on ~~WKRFA-owned~~ WKRFA-owned personal property and leasehold improvements placed within the Property by the WKRFA.

10.3. The WKRFA shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by the WKRFA, its agents, representatives, employees or subcontractors.

11. **DAMAGE OR DESTRUCTION.** The parties recognize that some or all use of the Property or Premises may be interfered with or prevented because of fire, earthquake, flood, storm, landslide, act of war, vandalism, theft or other extraordinary casualty ("Casualty").

Commented [SP17]: Shawn/Kely review.

11.1. **Material Damage.** If the Premises or Common Area are damaged or destroyed by fire or any Casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred twenty (120) days following the date on which such damage occurs, then WKRFA may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine ~~whether the damage can be repaired or restored within one hundred twenty (120) days how long the repair and restoration will take.~~ After that determination has been made, WKRFA shall have a period of thirty (30) days to terminate the Lease by giving written notice to the CITY.

11.2. **Repair after Damage.** If WKRFA does not give notice of WKRFA's election to terminate as provided in subsection 11.1, then the CITY shall, subject to the provisions of this Section, immediately commence and diligently pursue the completion of the repair of such damage so that the Premises and Common Area is restored to a condition of similar quality, character and utility for WKRFA's purposes. Notwithstanding anything contained herein to the contrary, if the Premises is not repaired and restored within one hundred twenty (120) days from the date of the damage, WKRFA may cancel the Lease at any time before CITY completes the repairs and delivers the restored Premises and Common Area to WKRFA. If WKRFA does not so terminate, CITY shall continue to restore the Premises and Common Area. WKRFA shall have no claim against the CITY for any direct, incidental or consequential damages arising from the CITY's failure to commence or complete any repairs to the Premises or Common Area. In no event shall the CITY be obligated to spend more money on the repair than is provided by insurance proceeds in subsection ~~10+1.~~

Commented [KH18]: 10.1, not 11.1

11.3. **Uninsured Damage.** If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either the CITY or WKRFA may terminate this Lease by thirty (30) days written notice to the other of its election so to do so and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

## 12. DEFAULT AND REMEDIES.

12.1. **Acts Constituting Default.** WKRFA shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Failure to cure a default pursuant to Section 12.2 below;
- (e) Proceedings are commenced by or against WKRFA under any bankruptcy act or for the appointment of a trustee or receiver of ~~WKRFA's~~ WKRFA's Premises; or

(f) WKRFA vacates or abandons the Premises.

12.2. **Failure to Cure.** A default shall become an event of default ("Event of Default") if WKRFA fails to cure, or take positive steps to cure, the default within ~~thirty~~ (30) days after CITY provides WKRFA with written notice of default, which specifies the nature of the default.

12.3. **CITY's Remedies Upon Default.** Upon an Event of Default, CITY may terminate this Lease and remove WKRFA by summary proceedings or otherwise. CITY's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless CITY gives a written notice of termination to WKRFA or termination is decreed by legal proceedings.

13. **ENTRY BY THE CITY.** The CITY shall have the right to enter the Premises at any reasonable hour to inspect for compliance with the terms of this Lease upon twenty-four (24) hours notice. The CITY and/or CITY's agents shall comply with all of WKRFA's work safety rules and restrictions.

14. **NOTICE.** Any notices required or permitted under this Lease may be personally delivered, delivered by ~~facsimile machine~~, e-mail, or mailed by certified mail, return receipt requested, to the addresses listed on the signature page or to such other places as the parties may direct in writing from time to time. A notice shall be deemed given and delivered upon personal delivery, ~~upon receipt of a confirmation report if delivered by facsimile machine~~, or three (3) days after being mailed as set forth above, whichever is applicable.

#### 15. MISCELLANEOUS.

15.1. **Authority.** The CITY and WKRFA represent that each person signing ~~on~~ this Lease on its behalf is authorized to do so.

15.2. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

15.3. **Headings.** The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

15.4. **Entire Agreement.** This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Premises, if any, are merged into this Lease.

15.5. **Waiver.** The waiver by the CITY of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. The CITY's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.

**Commented [SP19]:** Shawn/Kelly - Do we need to identify leased areas or is it implied? Thinking Council Chamber Use will not be restricted, however we will be within an area that is leased.

**Commented [KH20R19]:** Are the City Council Chambers are considered a common area in Exhibit B?

**Commented [SP21R19]:** They will be a common area.

**Commented [SP22]:** Email correspondence - no fax at the City.

15.6. Cumulative Remedies. The rights and remedies of the CITY under this Lease are cumulative and in addition to all other rights and remedies afforded to the CITY by law or equity or otherwise.

15.7. Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

**Commented [SP23]:** Necessary?

15.8. Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.

**Commented [KH24R23]:** Including the "time of the essence" clause means that timing is material to the performance of the contract and that failure to meet a deadline results in a breach

15.9. Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for ~~Snohomish~~-Klickitat County, Washington.

15.10. Modification. Any modification of this Lease must be in writing and signed by the parties. The CITY shall not be bound by any oral representations or statements.

15.11. Quiet Enjoyment. The CITY covenants and agrees that WKRFA, upon performing the terms and conditions of the Lease, may peacefully hold and enjoy the Premises during said term without any interruption by the CITY, its successors or assigns, or any person or company lawfully claiming by or through it.

15.12. Recording of Short Form Lease. Neither the CITY nor WKRFA may record this Lease without the other's prior approval, but the parties will at any time at the request of either party promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this lease, setting forth a description of the Premises, the terms of this lease and other provisions hereof, except the rental and other provisions as either party may request, which may be recorded.

15.13. Duplicate Originals. This Lease Agreement may be executed in duplicate originals.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

**WEST KLICKITAT REGIONAL FIRE  
AUTHORITY**

**CITY OF WHITE SALMON**

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

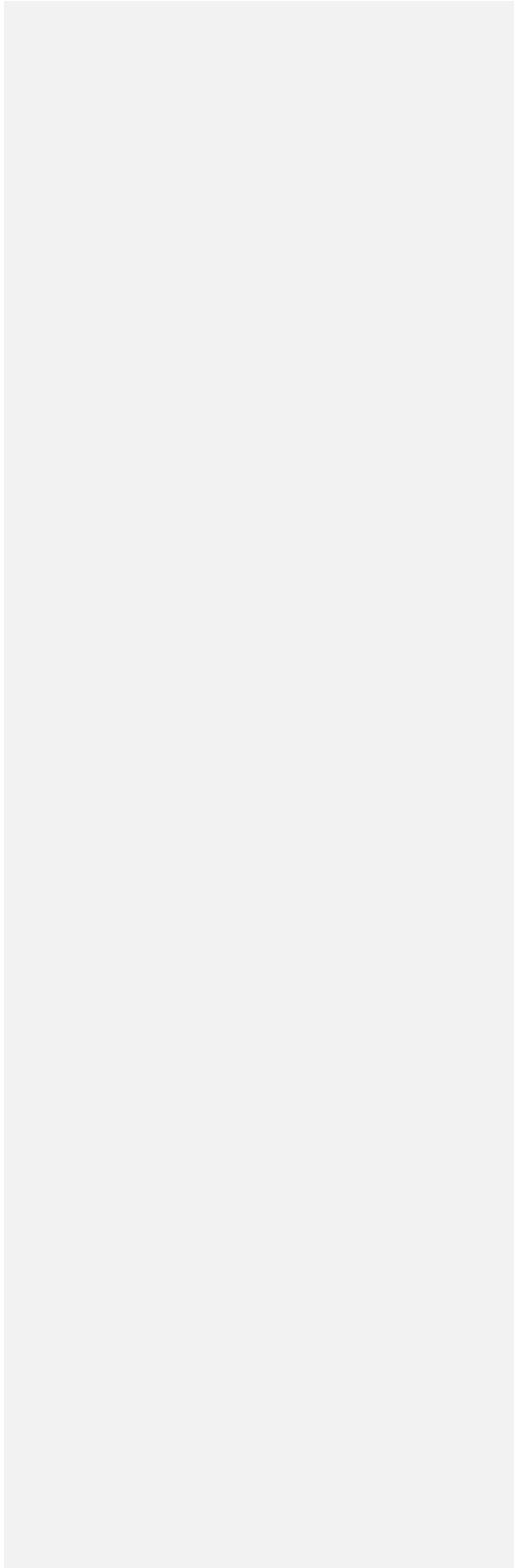
**NOTICES TO BE SENT TO:**

ATTEST:

\_\_\_\_\_  
City Clerk

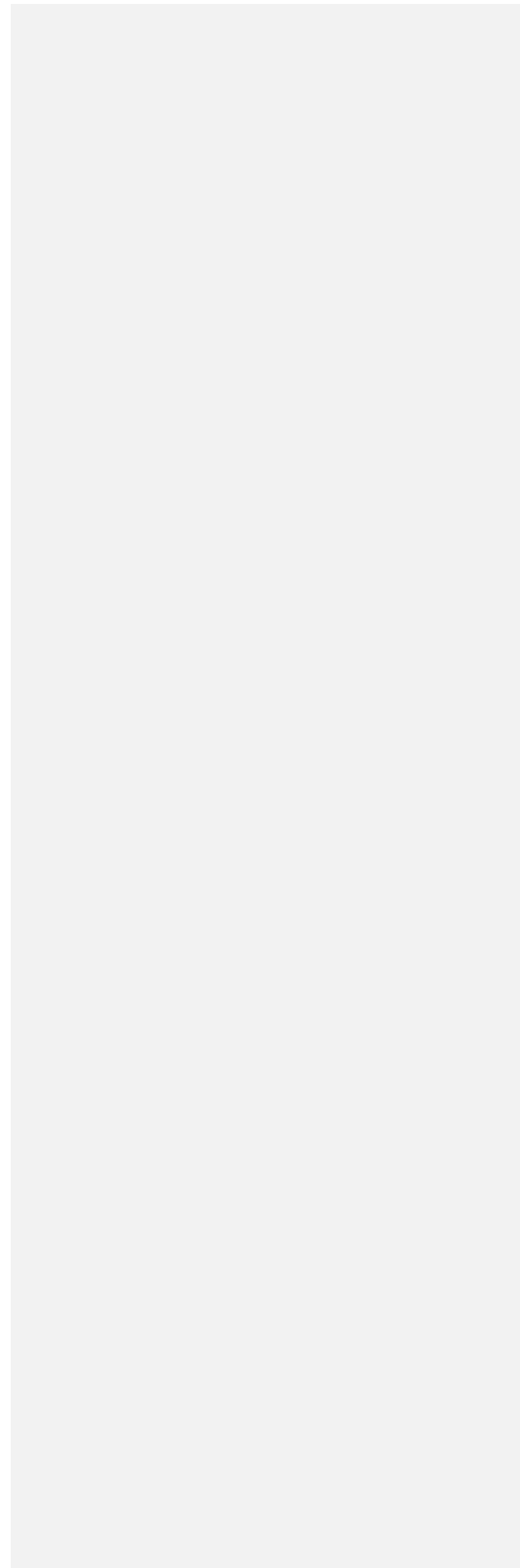
\_\_\_\_\_  
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DRAFT



**Exhibit A**  
**Legal Description**

DRAFT



**Exhibit B**  
**Property Description and Premises Identification**

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