



White Salmon City Council Meeting

A G E N D A

January 03, 2024 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: 853 9981 2788

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/85399812788>

- I. **Call to Order, Land Acknowledgement and Presentation of the Flag**
- II. **Roll Call**
- III. **Changes to the Agenda**
- IV. **Presentations**
 - A. Mayor's Update
 - B. Lower White Salmon Vision Plan
- V. **Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- VI. **Consent Agenda**
 - [A.](#) Approval of Personal Services Contract - On Call HR Services - It's All A Little Grey, LLC
 - [B.](#) Approval of Personal Services Contract - Mather & Sons Pump Inc - Maintenance Services (\$9,675)
 - [C.](#) Mayor's 2024 Committee Appointments
 - [D.](#) Approval of Meeting Minutes- December 20, 2023
 - E. Approval of Vouchers
- VII. **Ordinance First Read**
 - [A.](#) **Ordinance 2024-01-1158 Amending WSMC 19**
 1. Presentation
 2. Discussion
- VIII. **Business Items**
 - [A.](#) **Motion to Amend WSMC 2.21.010 B i - Scrivener Error in Ordinance 2023-12-1156**
 1. Explanation
 2. Action
 - [B.](#) **2024 Legislative Priorities**
 1. Presentation
 2. Discussion
 3. Action
 - [C.](#) **Resolution 2024-01-582 Providing Time and Place for Public Hearing of Easement Vacation**
 1. Presentation
 2. Discussion
 3. Action
 - [D.](#) **Approval of Scope of Work -Heritage Tree Ordinance - DCG |Watershed Group**
 1. Presentation
 2. Discussion
 3. Action
- IX. **Reports and Communications**
 - [A.](#) Department Heads
 - B. Council Members
- X. **Executive Session (if needed)**
- XI. **Adjournment**

File Attachments for Item:

A. Approval of Personal Services Contract - On Call HR Services - It's All A Little Grey, LLC
(Exhibit A will be provided before council meeting)



CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

January 3, 2024

Agenda Item:

Personal Services Contracts – It’s All a Little Grey, LLC

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Authorization for the mayor to sign Personal Services Contract with It’s All a Little Grey, LLC for HR Services not to exceed \$3,500.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorization for the mayor to sign Personal Services Contract with It’s All a Little Grey, LLC for HR Services not to exceed \$3,500.

Explanation of Issue:

The City Council approved in the 2024 budget \$3,500 for the contracting of a HR Consultant to assist with on-call HR issues, Revision of the Personnel Policies and Employee Evaluation System.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The adopted budget contains \$3,500 for this purpose.

Recommendation of Staff/Committee:

Staff Recommends council Authorize for the mayor to sign Personal Services Contract with It’s All a Little Grey, LLC for HR Services not to exceed \$3,500.

Follow Up Action:

Contract signatures and filing.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE CITY OF WHITE SALMON, WASHINGTON
AND
IT'S ALL A LITTLE GREY, LLC.
WA UBI 605-024-975

THIS AGREEMENT is made by and between the City of White Salmon, a Washington municipal corporation (the "City"), and It's All A Little Grey, LLC, a Washington based private business (the "Consultant").

RECITALS

WHEREAS, the City is presently desires that the Consultant perform services necessary to provide the following work and associated deliverables, in addition to consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Schedule of Rates**, and, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, **not to exceed \$3,500** for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A** shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the

City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A- Scope of Work** immediately upon execution of this Agreement. The parties agree that the contract will be active through December 31, 2024; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

4. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier, or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. Independent Status of Consultant. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

A.

B. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.

2. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges, therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records.

- A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.
- B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for

public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

- C. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
It's All A Little Grey, LLC.
5335 McDonald Way
The Dalles, OR 97058

CITY:
City of White Salmon
PO Box 2139
White Salmon, WA 98672

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the City of White Salmon if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____day of _____, 2024.

CONSULTANT: IT'S ALL A LITTLE GREY, LLC. CITY OF WHITE SALMON

By: _____
Nichole Blecher (Owner)

By: _____
Marla Keethler, Mayor

A.

File Attachments for Item:

B. Approval of Personal Services Contract - Mather & Sons Pump Inc - Maintenance Services
(\$9,675)



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

1/3/24

Agenda Item:

Personal Services Maintenance Contract- Mather & Sons

Presented By:

Andrew Dirks, Public Works

Action Required:

Review and approval of the personal services maintenance contract with Mather & Sons Pumps Incorporated from 2024-2028 costing \$1,800 per year for a total not to exceed \$9,675 (taxes included).

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the Mayor to sign the personal services contract with Mather & Sons Pumps Incorporated for Maintenance Services for fiscal years 2024-2028 in an amount not to exceed \$9,675.

Background of Issue:

Recently Public Woks has seen an increasing number of emergency repairs needed at the Booster Station, the idea behind this maintenance contract is to catch failures before they become an emergency to be more proactive than reactive.

Explanation of Issue:

Mather & Sons will perform regular maintenance testing on the Booster pumps to better plan when they will need to be rebuilt or replaced. They will also perform yearly oil changes and greasing needed on the pumps.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

There will need to be an increase to the 2024 Annual Budget in the amount of \$9,675 to the line-item Water – Contract Services to accommodate this contract.

If approved by the council this allocation can be done with the March 2024 budget amendment.

DEI & Stake Holder Analysis:

This maintenance contract does not have a direct impact on the City's equity goals. The other Stake Holders involved would be the City of Bingen and they have been informed of the plans to move forward with these types of projects.

Policy & Plan Implications:

No plan or policy implications, other than the ongoing need for the Public Works department to work towards a more proactive and less reactive approach.

Recommendation of Staff/Committee:

Staff recommends approval to authorize the Mayor to sign the personal services contract with Mather & Sons Pumps Incorporated for Maintenance Services for fiscal years 2024-2028 in an amount not to exceed \$9,675.

Follow Up Action:

If approved staff will schedule with Mather & Sons.

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees form all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITONS.



Mather & Sons Pump Service Inc
 12307 NE 95th Street
 Vancouver WA 98682
 Phone: 360-256-1310

QUOTE

DATE	Quote #	CUST #
3/23/2023	0000036224	0011165

TO:

City Of White Salmon
 Po Box 2139
 100 North Main St
 White Salmon WA 98672

JOB ADDRESS:

City Of White Salmon
 Po Box 2139
 100 North Main St
 White Salmon WA 98672

Attention: Andrew Dirks

509-493-1133

SALES PERSON		TERMS	PURCHASE ORDER	
Des		_____		
QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	2024 Annual Maintenance Check	1,800.00	1,800.00	
1.00	2025 Annual Maintenance Check	1,800.00	1,800.00	
1.00	2026 Annual Maintenance Check	1,800.00	1,800.00	
1.00	2027 Annual Maintenance Check	1,800.00	1,800.00	
1.00	2028 Annual Maintenance Check	1,800.00	1,800.00	
** Prices may be subject to changes. **				

SUBTOTAL	\$9,000.00
TAX	\$675.00
TOTAL	\$9,675.00

THANK YOU!!! MatherPumps.com

Quotations are made for immediate acceptance and are subject to change without notice.

Licensed - Bonded - Insured - Since 1955 - WA License # MATHESP787R7 - OR CCB #55968

Water - Pumps - Electric Motors - Tanks - Valves - VFD Panels - Controls - Water Treatment & Conditioning

File Attachments for Item:

C. Mayor's 2024 Committee Appointments



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:	Yes, completed
Meeting Date:	January 3, 2023
Agenda Item:	Mayor’s 2024 Committee Appointments
Presented By:	Marla Keethler, Mayor

Action Required:
Review and motion to accept Mayor’s 2024 Committee Appointments as presented.

Motion for Business Item / Proposed Motion for Consent Agenda:
Motion to accept Mayor’s 2024 Committee Appointments as presented.

Explanation of Issue:
2024 Proposed Appointments

Personnel and Finance Committee:
 Council Member Jason Hartmann
 Council Member David Lindley

Community Development Committee:
 Council Member Ben Giant
 Council Member Jim Ransier
 WS Art Council Charlie Kitchings

City Operations Committee:
 Council Member Patty Fink
 Council Member Jason Hartmann

Joint Water/Wastewater Committee
 Council Member Jason Hartmann

Tree Board:
 Council Member David Lindley
 Council Member Patty Fink

CityLab Board:
 Council Member Jim Ransier
 Council Member Ben Giant
 White Salmon Resident Kate Bennett

Council Options:
 City Council has the following options available at this time:

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

Fiscal Analysis:
There are no Financial Implications

DEI & Stakeholder Analysis:
This change does not have a direct effect on DEI goals.

Policy & Plan Implications:
This appointment fulfills the code requirement to appoint committee members at the beginning of the new year.

File Attachments for Item:

D. Approval of Meeting Minutes- December 20, 2023



CITY OF WHITE SALMON
City Council Meeting – Wednesday, December 20, 2023
In Person and Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Ben Giant
 Patty Fink
 David Lindley
 Jason Hartmann
 Jim Ransier

Staff Present:

Andrew Dirks, Public Works Director
 Mike Hepner, Police Chief
 Marla Keethler, Mayor
 Stephanie Porter, Clerk Treasurer
 Shawn Mac Pherson, City Attorney

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

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

II. Roll Call (6:02pm)

III. Changes to the Agenda (6:03pm)

Staff request to remove Business Item G – Ordinance Adopting the Shoreline Master Plan Update.

Moved by Jason Hartmann. Seconded by Ben Giant.

Motion to approve changes to the agenda as presented.

CARRIED 5-0

IV. Presentations

- A. Oath of Office administered by City Attorney Shawn MacPherson (6:04pm)
 - 1. Marla Keethler - Mayor
 - 2. Patty Fink - City Council Position 1
 - 3. David Lindley - City Council Position 2
- B. DNR White Salmon Fuel Break Update Presentation (6:06pm)
- C. Cascade Renewable Transmission Project introduction Presentation-Carol Loughlin and Chris Hocker (6:28pm)
- D. Mayor's Update (6:52pm)

V. Public Comment

James Mast, White Salmon Resident (7:00pm)
 Kate Bennett, White Salmon Resident (7:02pm)
 Tyler Allen, White Salmon Resident (7:05pm)
 Peter Wright, White Salmon Resident (7:06pm)

VI. Consent Agenda (7:07pm)

- A. Approval of the 2024 Bingen ERU Interlocal Agreement
- B. Approval of Interlocal Agreement - Court Agreement - Klickitat County
- C. Approval of Personal Services Contract - On Call Planning Services - DCG|Watershed Group
- D. Approval of Contract Amendment No 1 -Critical Areas Ordinance - DCG|Watershed Group
- E. Approval of Contract Extension - Cameron McCarthy
- F. Acceptance of Completion of Garfield Project
- G. Approval of Vacation Carryover

- H. Approval of Small Works Contracts- Snow Removal
- I. Approval of Contract - WAGAP Youth Center
- J. Approval of Personal Service Contract - Outreach Services - Zaya LLC
- K. Approval of Personal Services Contract - Legal Services - Knapp, O'Dell & Macpherson PLLC
- L. Approval of Meeting Minutes - November 15, 2023
- M. Approval of Meeting Minutes - December 6, 2023
- N. September 2023 Treasurer Report
- O. October 2023 Treasurer Report
- P. November 2023 Treasurer Report
- Q. Approval of Vouchers - \$323,389.36

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 20th day of December 2023.

Moved by Ben Giant. Seconded by Jim Ransier.

Motion to approve Consent Agenda and vouchers in the amount of \$323,389.36.

Council Questions.

CARRIED 5-0.

VII. Business Items (7:19pm)

- A. Ordinance 2023-12-1156 Amending WSMC 2.20 Boards, Committees and Commissions and WSMC 2.21 Hearing Examiner**
Presentation by Stephanie Porter, Clerk Treasurer.

Mayor Marla Keethler opened the public hearing at 7:29pm.

No Public Comments

Mayor Marla Keethler closed the public hearing at 7:29pm.

Council Discussion.

Moved by Ben Giant. Seconded by Jason Hartmann.

Motion to approve Ordinance 2023-12-1156 Amending WSMC 2.20 Boards, Committees and Commissions and WSMC 2.21 Hearing Examiner with changes by removing housing from Community Development committee, changing “real estate” to “public property” in the Community Development Committee Description, and adding language to allow CityLab Board to meet as needed.

Council discussion.

CARRIED 5-0

- B. Ordinance 2023-11-1157 Amending the 2023 Annual Budget No.4 (8:05pm)**
Presentation by Stephanie Porter, Clerk Treasurer.

Mayor Marla Keethler opened the public hearing at 8:08pm.

No Public Comments

Mayor Marla Keethler closed the public hearing at 8:09pm.

D.

Council Discussion.

Moved by David Lindley. Seconded by Jason Hartmann.

Motion to approve Ordinance 2023-11-1157 Amending the 2023 Annual Budget No.4.

CARRIED 5-0

Patty Fink – aye, Ben Giant-aye, Jason Hartmann-aye, David Lindley -aye, Jim Ransier-aye

C. Ordinance 2023-12-1155 Amending WSMC 17 Zoning (8:11pm)

Presentation by Michael Mehaffy, Planning Consultant.

Council Discussion.

Moved by Jim Ransier. Seconded by Patty Fink.

Motion to approve Ordinance 2023-12-1155 Amending WSMC 17 Zoning with change of removing Prohibited Use 17.23.025 section G, 17.24.025 section G, 17.28.032 section G, 17.32.032 section G relating to possession of non-household animals and changing 17.28.010 provided that the end or side units are set back *ten* feet from the adjacent property lines *to* provided that the end or side units are set back *five* feet from the adjacent property lines.

Patty Fink -aye, Ben Giant -aye , Jason Hartmann -nay , David Lindley -aye , Jim Ransier -aye

CARRIED 4-1

D. 2024 Legislative Priorities

Presentation by Mayor Marla Keethler.

Mayor Keethler tabled the 2024 Legislative Priorities to the January 3, 2024 Council Meeting.

E. Ordinance 2023-11-1152 Adopting the Critical Areas Updates (9:10pm)

Presentation by Stephanie Porter, Clerk Treasurer.

Council Discussion.

Moved by Patty Fink. Seconded by Ben Giant.

Motion to approve Ordinance 2023-11-1152 Adopting the Critical Areas Updates

CARRIED 5-0

F. Ordinance 2023-11-1153 Creating WSMC 18.40 Heritage Tree (9:12pm)

Presentation by Stephanie Porter, Clerk Treasurer.

Council Discussion.

Moved by Ben Giant. Seconded by Jason Hartmann.

Motion to approve Ordinance 2023-12-1153 Creating WSMC 18.40 Heritage Tree.

CARRIED 5-0

~~**G. Ordinance Adopting the Shoreline Master Plan Update Pending Department of Ecology Approval**~~

- ~~1. Presentation~~
- ~~2. Discussion~~
- ~~3. Action~~

VIII. Reports and Communications

A. Department Heads (9:13pm)

B. Council Members

Patty Fink, Council Member (9:14pm)

Ben Giant, Council Member (9:15pm)

Jason Hartmann, Council Member (9:15pm)

David Lindley, Council Member (9:15pm)

Jim Ransier, Council Member (9:16pm)

IX. Executive Session (if needed)

X. Adjournment

The meeting was adjourned at 9:18 p.m.

Marla Keethler, Mayor

Stephanie Porter, Clerk Treasurer

File Attachments for Item:

A. Ordinance 2024-01-1158 Amending WSMC 19 (Documents will be provided before meeting)

1. Presentation

2. Discussion



COUNCIL REPORT

Ordinance First Reading

Needs Legal Review:	Yes, Completed
Meeting Date:	January 3, 2024
Agenda Item:	Ordinance 2024-01-1158 Amending WSMC 19
Presented By:	Stephanie Porter, Clerk Treasurer Shawn MacPherson, City Attorney

Action Required:

Review and discuss the proposed changes to WSMC 19 to sync the changes adopted on December 20, 2023 to Chapter 17 Zoning and 2.21 Hearing Examiner.

Explanation of Issue:

The proposed code changes that will be presented to the Council at their meeting on January 3, 2024 are the Land Use Type tables, charts, and language throughout Chapter 19 related to the Hearing Examiner vs Planning Commission and what land use decision require review.

City Attorney and staff met to review the necessary changes to ensure all changes are captured in the changes that will be presented in Ordinance 2024-01-1158.

The City Council will have a Public Hearing regarding the proposed changes on January 17, 2024 where action can be taken if desired.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

No fiscal impact.

File Attachments for Item:

A. Motion to Amend WSMC 2.21.010 B i - Scrivener Error in Ordinance 2023-12-1156

1. Explanation

2. Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, completed

Meeting Date:

January 3, 2023

Agenda Item:

Motion to Amend WSMC 2.21.010 B i - Scribner Error in Ordinance 2023-12-1156

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and motion to accept Amendment to WSMC 2.21.010 B i necessary due to a scribner error in Ordinance 2023-12-1156.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to Amend WSMC 2.21.010 B i from Ordinance 2023-12-1156 to read removing “ and home occupancy permits” so the section reads WSMC 2.21.010 B i “Hold public hearings and make final decisions concerning conditional use permits and variances to zoning ordinances. In making final decisions concerning conditional use permits and variances to the zoning ordinances, the hearing examiner shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code.”.

Background of Issue:

The City Council adopted Ordinance 2023-12-1156 amending WSMC 2.20 and 2.21.

This adoption removed:

WSMC 2.20.020 B 3 a “Hold public hearings and make final decisions concerning conditional use permits and variances to zoning ordinances. In making final decisions concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the hearing examiner shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code”;

and

WSMC 2.20.020 B 3 c “Give final written permission for home occupation permits under Chapter 17.56 of the White Salmon Municipal Code.”

This adoption added:

WSMC 2.21.010 B i “Hold public hearings and make final decisions concerning conditional use permits and variances to zoning ordinances. In making final decisions concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the hearing examiner shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code”.

Explanation of Issue:

The intent of removing section 2.20.020 B 3 a and c was to refer to WSMC 17.56 for all Home Occupation Permitting guidance. The language including it in WSMC 2.21.010 B i was a scribner error.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

There are no Financial Implications

DEI & Stakeholder Analysis:

This change does not have a direct affect on DEI goals, but does create a more clear and equitable code that is useful to all residents.

Policy & Plan Implications:

This change will coincide with the Housing Actions Plan desire to clean up code and make it more user friendly.

Recommendation of Staff/Committee:

Staff recommends approving the scribner amendment to WSMC 2.21.010 B i..

A.

**CITY OF WHITE SALMON
ORDINANCE 2023-12-1156**

AN ORDINANCE AMENDING WHITE SALMON MUNICIPAL CODES CHAPTER 2.20 BOARDS, COMMISSIONS AND COMMITTEES AND WSMC 2.21 HEARING EXAMINER AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City finds that amendments to the makeup of the Community Development Committee will be beneficial; and

WHEREAS, the City finds that amendments to the makeup of the City Operations Committee will be beneficial; and

WHEREAS, the City finds that amendments to the provisions for the Tree Board are necessary; and

WHEREAS, the City finds that amendments to the provisions for a Planning Commission are necessary; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON WASHINGTON DO HEREBY ORDAIN as follows:

SECTION 1. White Salmon Municipal Code Chapter 2.20 – Boards, Commissions and Committees is amended as follows:

Chapter 2.20 Boards, Commissions, and Committees.

2.20.010 Committees

A. Appointment by mayor.

At the first regular meeting of the city council in January of each year, the Mayor shall, with the advice and consent of the city council, appoint the following standing committees:

1. Personnel and finance committee which shall consist of three members, two of whom shall be members of the city council and one member at large ~~who whom~~ shall be representative of the public and is a resident of the City of White Salmon and are of legal voting age. The mayor and clerk-treasurer, or their designees, shall serve as non-voting ex officio members.
2. City operations committee (parks, health and sanitation, street systems, **Transportation Benefit District**, water and wastewater facilities, fire, and police) which shall consist of two council members **and one White Salmon resident**.

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3. Community development committee (~~annexations and real estate, tourism, business development, and housing~~) (public property, tourism, business development, arts, culture, and community engagement) which shall consist of ~~five~~ three members, two of which shall be members of the city council, ~~two of which shall be members of the planning commission~~ and one of which shall be a member of the White Salmon Arts Council.
4. Lodging tax advisory committee shall consist of five members, two representatives of a business required to collect the lodging tax (hotel/motel tax), two representatives of an activity whose activities are authorized to be funded by the lodging tax (hotel/motel tax); and one representative of the city council who shall be the Chairperson of the lodging tax advisory committee.

B. Creation of committees.

1. The mayor may create other committees with the consent of the council.
2. If a committee is created that is intended to be a standing committee, this code shall be amended to reflect such committee.
3. If a committee is created for which the duration is intended to be no longer than a 5-year period, a resolution identifying the makeup of the committee and its purpose, powers and duties shall be adopted.

C. Committees – Powers and duties.

1. Personnel and finance committee.
 - a. It is the responsibility of the committee to consider and approve draft budget proposals prepared and submitted by city staff, and as may be revised or amended by a majority vote of the committee, and to make recommendations to the city council for the adoption.
 - b. The committee shall advise the city council on matters pertaining to financial affairs of the city.
 - c. The committee shall advise the city council on personnel issues as they relate to the budget.
 - d. The committee is kept apprised by city staff as to the status of union negotiations and union grievances. The representative from the public shall not participate in discussions regarding union negotiations and union grievances.

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- e. The committee shall perform such other duties as may be imposed by ordinances or the order of the mayor or city council.
- 2. City operations committee (parks, health and sanitation, street system, **Transportation Benefit District**, water and wastewater utilities, fire and police).
 - a. The committee is kept apprised by city staff on matters pertaining to parks; police and fire; refuse collection; sanitary conditions and health of the city; the conditions of roads, streets, alleyways, and parking facilities; and water and wastewater utility services and infrastructure.
 - b. The committee may recommend measures to the city council they deem proper for the betterment of the city.
 - c. The committee reports on matters referred to them by the mayor or the city council.
 - d. The committee is designated as the utilities comprehensive plan committee and shall represent the city on the multi-jurisdictional water and wastewater committee comprised of the jurisdictions of the city of White Salmon, City of Bingen and the Port of Klickitat which addresses water and wastewater utility services, including capital improvements, and utility service interlocal agreements existing or deemed necessary between the parties.
 - e. **The committee will act as the advisory committee to the Transportation Benefit District.**
- 3. Community development committee (~~annexations and real estate, tourism, business development, and housing~~) (**public property, tourism, business development, arts, culture and community engagement**).
 - a. The committee is kept apprised by city staff on matters pertaining to tourism and business development, including opportunities for enhancing tourism and business and its overall impact to the city.
 - b. The committee is kept apprised of the city's real properties within and adjacent to city limits and within the White Salmon urban growth area including existing and proposed use of such properties.
 - e. ~~The committee is kept apprised of existing and future annexation policies and the general impact of annexation to city infrastructure and municipal services.~~

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~~d. The committee is kept apprised of matters pertaining to housing developments and issues related to housing within and adjacent to the city limits and within the White Salmon urban growth area.~~

~~e.c.~~ The committee may recommend measures to the city council and/or the planning commission they deem proper for the betterment of the city.

~~f.d.~~ The committee reports on matters referred to them by the mayor or the city council.

4. Lodging tax advisory committee.

a. The lodging tax committee shall review proposals for changes in the hotel/motel tax authorized in Chapter 3.50, including increases or decreases in the rate of tax, the repeal of an exemption to the hotel/motel tax, or a change in the use of the monies accumulated in the Hotel/Motel Tax Fund, as required in RCW 67.28.1817.

b. The lodging tax committee may establish programs and procedures whereby parties may apply for grants from the Hotel/Motel Tax Fund for tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities. Any grants under such programs must be approved by the City Council.

c. Pursuant to RCW 67.28.1817, the lodging tax advisory committee shall review any proposal described in that section, and shall submit comments on the proposal, which comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the Hotel/Motel Tax Fund.

D. Committees – Meetings.

All committees will meet on an as needed basis. No official public comment will be taken at committee meeting and no legislative or quasi judicial decision making will take place at any committee meeting.

~~All committee meetings are presumed to be open and subject to the Washington Open Public Meetings Act (OPMA), RCW Chapter 42.30, if the committee is taking public testimony or comment or making decisions (adjudicative or legislative) on behalf of the council. Meetings that involve mere fact-finding, staff conferences and reporting to council without public testimony or comment are not typically subject to the OPMA.~~

2.20.020 Commissions.

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A. Creation or Establishment of Commissions.

Commissions shall be created or established as required by state statute with the consent of the city council.

B. Planning Commission.

1. Created - Membership.

There is created a city planning commission to be known as the "White Salmon City Planning Commission," pursuant to the provisions of RCW 35.63.020, et seq., which planning commission shall consist of five members to be appointed by the mayor and confirmed by the city council, and that not more than one-third of which number of appointees may be ex officio members by virtue of office held in the city, pursuant to the provisions of RCW 35.63.030. At least three members of the planning commission shall be residents of the ~~city~~ City of White Salmon. If a matter is scheduled to come before the city planning commission, and there is not a meeting held to consider the matter, the matter shall be referred directly to the city council at its next regularly scheduled meeting, which allows for proper notice as required by Washington statutes and city ordinances.

2. Appointment - Terms

Members of the planning commission shall be appointed or reappointed for terms of four years. All appointments and/or reappointments provided for herein shall be made by the mayor and confirmed by the city council. Upon the resignation or removal of any planning commission, the successor shall be appointed for the remainder of the unexpired term.

3. Powers and duties - Statutory authority.

There is vested in the planning commission the statutory powers as set forth under RCW 35A.63.020 and the following additional powers and duties:

~~a. — Hold public hearings and make final decisions concerning conditional use permits and variances to the zoning ordinance. In making final decision concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the planning commission shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code.~~

ba. Hold public hearings and make findings and recommendations to the city council on subdivision applications, comprehensive plan amendments and zone changes.

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~~e. Give final written permission for home occupation permits under Chapter 17.56 of the White Salmon Municipal Code.~~

~~db.~~ The city council may refer to the planning commission for its recommendation and report, any ordinance, resolution, or other proposal relating to any of the matters and subjects referred to in Chapter 35.63 RCW, and the commission shall promptly report to the council thereon, making such recommendations and giving such counsel as it may deem proper.

4. Operation.

- a. The planning commission shall elect its own chair and vice chair annually.
- b. The commission will have two regular monthly meeting dates upon which it will convene to do business as necessary in response to citizen or city council requests. Business shall be conducted in accordance with state law and rules adopted by the planning commission.
- c. Written record shall be kept of all meetings, transactions, findings, and determinations, which record shall be of public record.

C. Civil Service Commission.

1. Powers and duties.

- a. The civil service commission shall have all the powers of and perform each and all the duties specified by Chapters 41.08 and 41.12 RCW, together with any duties or authority which may hereafter be conferred upon them by the laws of the State of Washington; the performance of such duties and exercise of such authority to be subject to each and all limitations expressed in such legislative enactment or enactments.
- b. The civil service commission shall make general rules and regulations implementing this chapter and state laws relating to civil service commissions in cities.

2. Appointment of commissioners.

The mayor of the City of White Salmon shall appoint three commissioners with confirmation of the city council. The members of the civil service commission shall:

- a. Serve without compensation;

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- b. Be citizens of the United States;
- c. Be residents of the City of White Salmon for at least three years immediately preceding appointment;
- d. Be an elector of Klickitat County;
- e. Serve for a term of six years with multiple terms permissible;
- f. Devote due time and attention to the performance of the duties specified by this chapter and RCW Chapter 41.12.

3. Removal of commissioners.

A commissioner may be removed from office by the entity or official who appointed him/her, for incompetence, dereliction of duty, malfeasance in office, or other good cause: provided, however, that no member of the commission may be removed until charges have been preferred, in writing, due notice and a full hearing provided.

4. Quorum, voting, political parties.

Two members of the commission shall constitute a quorum and the votes of any two members concurring shall be sufficient for decision on all matters. At the time of any appointment, not more than two commissioners may be members of the same political party.

5. Exempted positions.

The position of chief of police is exempted from the classified civil service of the city per RCW 41.12.050.

3.20.030 Boards.

A. Creation or Establishment of Boards.

Boards shall be created or established as required by state statute or upon the recommendation of the mayor with the consent of the city council.

B. Tree Board.

1. Creation and Establishment of a City Tree Board.

A.

There is hereby created and established a City Tree Board for the City of White Salmon, Washington which shall consist of five members, two of which shall be city council members and three shall be citizens and residents at large of this city, who shall be appointed by the mayor with the approval of the city council.

2. Term of Office.

The term of the five persons to be appointed by the mayor shall be three years. In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.

3. Compensation.

Members of the board shall serve without compensation.

4. Duties and Responsibilities.

It shall be the responsibility of the board to study, investigate, develop, and administer a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees **with a trunk diameter larger than 8 inches** and shrubs **with a trunk diameter larger than 8 inches** in parks, along streets and in other public areas. Such plan shall be reviewed and/or updated biannually, or as needed. All revisions shall be presented to the city council for acceptance and approval and thereafter shall constitute the official comprehensive city tree plan for the City of White Salmon, Washington.

The board, when requested by the city council, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work.

5. Operation.

The board shall choose its own officers, make its own rules and regulations **that shall be approved by the city council**, and keep a journal of its proceedings. **A city staff member will attend and support all meetings. The board shall meet on an as needed basis. A majority of the members shall be a quorum for the transaction of business. The city tree board shall be considered a public agency and shall observe the laws relating thereto, primarily those set forth in the Washington Open Public Meetings Act, RCW Chapter 42.30 and the Washington Public Records Act, RCW Ch. 42.56.**

C. CityLab Board.

1. Purpose and intent.

A.

The City of White Salmon is committed to cultivating and preserving a community that emphasizes inclusion and connectedness. The collective sum of the individual differences, life experiences, knowledge, innovation, self-expression and connections that our residents invest into building this community represents the level to which the city engages with and empowers its residents. The board will serve as a vehicle to harness this collective energy towards continually focusing policy proposals and initiatives back to achieving the core aims as outlined in the Comprehensive Plan and other visioning documents adopted by the City Council, such as the Climate Crisis Resolution (Resolution 2021-03-517), Diversity Resolution (Resolution 2019-06-489) and AARP Network of Age-Friendly States and Communities Membership.

The city wants feedback and input in considering how all citizens within the community are impacted by decisions of the City, including black, indigenous, and persons of color, who have historically been missing from civic engagement. The City of White Salmon values diversity and creating an inclusive community where all residents are treated fairly and equitably.

2. Definitions.

- a. “City of White Salmon” is defined as the area within the established city limits of the City of White Salmon.
- b. “White Salmon Urban Exempt Area” is defined as the area outside the city limits of the City of White Salmon, and defined by the Columbia River Gorge National Scenic Area Act.
- c. “Columbia Gorge Tribal Representative” is defined as a member of one of the following tribes: Confederated Tribes of the Warm Springs, Confederated Tribes and Bands of the Yakama Nation, Nez Perce Tribe, and the Confederated Tribes of Umatilla Indian Reservation.
- d. “High School Student” is defined as a high school in the White Salmon Urban Exempt area that supports both the City of White Salmon and the White Salmon Urban Exempt Area.

3. Creation and establishment of a CityLab board.

There is, hereby, created and established a CityLab Board for the City of White Salmon, Washington, which shall consist of up to 10 members, two shall be city council members and three City of White Salmon residents. The remaining five members can consist of residents in the White Salmon Urban Exempt Area, Columbia Gorge tribal representatives, High School Students, or other regionally appropriate stakeholders. All shall be appointed by the mayor with the approval of

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the council. Any member may be removed from the board with a recommendation from the mayor and the approval of the council.

4. Term of office.

The term of the ten persons to be appointed by the mayor shall be two years. A High School Student representative could be a one- or two-year term (Junior or Senior). In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for a two-year term.

5. Compensation.

Members of the board shall serve without compensation.

6. Duties and Responsibilities.

- a. It shall be the responsibility of the board to take direction from the Mayor and/or City Council on items the board may study, investigate, or provide guidance in order to develop and recommend ordinances, resolutions, and/or building code changes that support the adopted Comprehensive Plan and other visioning documents approved by the City Council. The Board will operate under a clear Scope of Work or Outline that will be amended as needed.
- b. All recommendations will consider how all citizens within the City are impacted, including black, indigenous, and persons of color, and persons of all abilities.
- c. All recommendations will be routed to the city council or the planning commission based on staff recommendation.
- d. The CityLab Board, when requested by the mayor or the city council, shall consider, investigate, make findings, report, and recommend upon any special matter of question coming within the scope of its work.

7. Operation.

The board shall select a chairperson, ~~and keep a record of its proceedings. The board shall meet at least quarterly but no more than monthly. The CityLab Board will meet on an as needed basis. A majority of the members shall be a quorum for the transaction of business.~~ A city staff member will attend and support all meetings. ~~The CityLab Board shall be considered a public agency and shall observe the laws relating thereto, primarily those set forth in the Washington Open Public Meetings Act, RCW 42.30 and the Washington Public Records Act, RCW 42.56.~~

D. Board of Appeals.

1. Purpose and intent.
 - a. All properly filed appeals pursuant to the adopted building codes in WSMC [Title 15](#) shall be heard by the board of appeals created by this code. The board shall have no authority to review administrative decisions or grant modifications to the provisions of any administrative chapter as adopted by [Title 15](#), nor can the board waive a code requirement.
 - b. The board of appeals shall hear appeals from the building official's interpretation of the adopted building codes, determinations of suitable alternative methods and materials, and any other appeal delegated to a board of appeals pursuant to the state building codes, including but not limited to the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing code, the International Fire Code, the Ventilation and Indoor Air quality code, the Washington State Energy code, the Uniform Code for the Abatement of Dangerous Buildings, and any and all other codes adopted pursuant to the direction and authority of Chapter 19.27 RCW.
 - c. The provisions of the state building codes as adopted by the city are not intended to prevent the use of any material, alternate design of construction not specifically prescribed by those codes, provided any alternative has been approved and its use authorized by the building official or on appeal or request for review by the board of appeals.
 - d. In the event that there is an inconsistency between the terms of the building codes adopted by the city and the terms of this code, the terms in this code shall prevail.
2. Creation and establishment. There is hereby established a City of White Salmon Board of Appeals to consist of three members who are qualified by experience and training to pass upon any order, decision or determination of the city building official. The technical expertise of board members shall be supplied through training or experience as an architect, builder, general contractor, developer, fire inspector, mechanical engineering, electrician, plumber, or structural engineer. The board members shall be active, practicing members of one of the prior listed disciplines or professionals and shall reside in Klickitat or Skamania County.
3. Term of office. The members shall be appointed by the mayor and approved by the city council upon application duly made and presented and shall serve for a term of three years.
4. Board of appeals procedures.
 - a. The board of appeals shall convene at such time as it is necessary to address matters to be heard under WSMC [Section 15.04.025](#) and IBC Section 113.

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- b. Executive sessions. Executive sessions of the board may be called pursuant to the State Open Public Meetings law by the chair or vice chair of the board and are not open to the public.
 - c. Public notice. Public notice shall be given of all meetings. No hearing shall be scheduled until fifteen calendar days after the required hearing notifications are mailed. Meetings are open to the public.
 - d. Department/interested party. At any public meeting, representatives from the city and any other interested party may appear in person, by agent or by attorney, offer evidence and testimony and cross-examine witnesses. All evidence and testimony shall be presented publicly. The board may take judicial notice of facts to the same extent and in the same manner as courts of record and may consider relevant facts within the personal knowledge of any member of the board that are stated into the record by such member.
 - e. Recording. All meetings before the board shall be recorded.
 - f. Compensation. The board shall receive no compensation regardless of the number or type of cases heard.
 - g. Removal. Board members shall be removed from office by the city council prior to the end of their terms for just cause. Any member who is unavailable for three consecutive appeal hearings shall be automatically removed.
 - h. Conflict of interest. Members with a material or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters. The appearance of fairness doctrine as now codified or as hereafter amended by the state of Washington shall apply to board proceedings.
5. Power and duties of the board.
- a. The board may adopt rules and procedures governing all proceedings consistent with the provisions set forth herein. The rules and regulations may include meeting location, meeting time, procedures, content of a complete appeal application and time to be allotted for each case.
 - b. Burden of proof.
 - i. The appellant bears the burden of proof in any proceeding before the board. If there is insufficient evidence of compliance with any of the provisions of the code or evidence that any material or construction does not conform to the requirements of the code, the appeal from the building official shall be denied.
 - ii. The board may continue any proceeding in order to permit the appellant to provide proof of compliance through tests conducted in accordance with general engineering practice and best scientific evidence. Such tests shall be made by the appellant and at no expense to the city. Test methods shall be as specified by the applicable building code or by other recognized testing standards. If there are not recognized and accepted test methods for the

A.

proposed alternate, testing method shall utilize generally accepted engineering practice and best scientific method. Reports of such tests shall be retained and made a part of the record of the proceedings.

- c. Decision of the board.
 - i. The board shall render formal written decisions within fifteen business days of the date of the hearing. Every decision of the board shall be based upon findings of fact and every finding of fact shall be supported in the record of its proceedings. The building official shall take immediate action in accordance with the decision of the board.
 - ii. Copies of the decision shall be forwarded to the appellant, or their attorney of record, a copy shall be placed in the appeal file and copies shall be made available to any person as a matter of public information. Decisions shall be filed with the building department as a matter of public record.
- d. Appeals from decisions of the board.
 - i. The filing of a land use petition for review shall not stay proceedings upon the decision appealed, but the court may grant a stay in accordance with the Land Use Petition Act.
 - ii. All decisions of the board may be appealed pursuant under the Land Use Petition Act to the Klickitat County Superior Court.

SECTION 2. White Salmon Municipal Code Chapter 2.21 – Hearing Examiner is amended as follows:

Chapter 2.21 - HEARING EXAMINER

2.21.010 - Created—Powers and duties.

A. There shall be a hearing examiner for the city. Known as the "City of White Salmon Hearing Examiner," the position is established to provide an efficient and effective administrative adjudicatory system for acting upon quasi-judicial matters and reviewing contested administrative determinations.

~~**B. Except for amendments to the comprehensive plan, zoning code or zoning map, the hearing examiner may be empowered to hear and decide any adjudicative land use proceeding or appeal arising from White Salmon Municipal Code Titles 16, Land Divisions, 17, Zoning, and 18, Environment.**~~

B. Pursuant to RCW 35A.63.170, the City of White Salmon Hearing Examiner is vested with the authority to:

A.

- i. Hold public hearings and make final decisions concerning conditional use permits and variances to zoning ordinances. In making final decisions concerning conditional use permits, variances to the zoning ordinances, and home occupation permits, the hearing examiner shall be acting as the board of adjustment under Chapter 17.80 of the White Salmon Municipal Code.
 - ii. Except for amendments to the comprehensive plan, zoning code or zoning map, the hearing examiner may be empowered to hear and decide any adjudicative land use proceeding or appeal arising from White Salmon Municipal Code Titles 16, Land Divisions, 17, Zoning, and 18, Environment.
- C. When performing its role as the city's adjudicative or appellate authority, the hearing examiner shall have the same powers and duties as are granted to the adjudicative or appellate authority the hearing examiner is empowered to replace.
 - D. The hearing examiner shall adopt rules concerning procedures for scheduling and conduct of hearings and as otherwise related to the duties of the office, not inconsistent with the terms of this chapter.

2.21.020 - Appointment—Removal.

- A. The hearing examiner shall be appointed by the mayor and confirmed by the council. Appointments may occur on a case-by-case basis or for longer terms not to exceed three years.
- B. The party appointed to serve the city in this role must be an experienced attorney, with expertise presiding over hearings often involving private citizens without counsel, in matters typically addressing land use, planning, code enforcement, and development issues. The examiner must be familiar with due process, appearance of fairness rules, applicable Washington State law and become familiar with the City of White Salmon development codes and other relevant codes, ordinances, regulations and policies.
- C. The hearing examiner may be removed by the council at any time. Upon request of the hearing examiner proposed for removal, the council may hold a hearing on the removal before it becomes effective.
- D. Vacancies in the hearing examiner position shall be filled as soon as possible.

2.21.030 - Optional use of hearing examiner.

A.

After consultation with the planning administrator, the council may, in its discretion, elect to use the hearing examiner in lieu of the council, planning commission, or board of adjustment for adjudicative or appellate land use proceedings. Except regarding decisions below, code provisions relating to the council, to the planning commission, or to the board of adjustment as an adjudicative body (including on remand) shall be construed as including the alternate use of the hearing examiner, where applicable.

2.21.040 - Challenges to optional use of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, challenging the city council's optional use of the hearing examiner.
- B. The hearing examiner shall rule on the affidavit prior to making other rulings and prior to the hearing.
- C. The hearing examiner may remand the matter back to the city council to reconsider the use of the adjudicative or appellate authority the council originally empowered the hearing examiner to replace.

2.21.050 - Conflict of interest.

The hearing examiner shall not conduct or participate in any hearing or decision in which they have a direct or indirect personal interest, which might exert such influence upon the examiner that might improperly interfere with the decision-making process. Any actual or potential conflict of interest shall be disclosed to the parties immediately upon discovery of such conflict and the examiner shall abstain from any further proceedings in the matter unless all parties agree in writing to have the matter heard by that hearing examiner.

2.21.060 - Disqualification of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, stating that such party cannot have a fair and impartial hearing by reason of the hearing examiner's personal bias or prejudice.
- B. The hearing examiner shall rule on the affidavit only after ruling on a challenge brought under [Section 2.21.050](#), above and prior to making other rulings and prior to the hearing.
- C. The hearing examiner may enter an order of disqualification to in the event of personal bias or prejudice or to preserve the appearance of fairness.

A.

2.21.070 - Legal counsel for hearing examiner.

General legal advice to the hearing examiner will be provided by the city attorney, except that in a contested case where the city will be represented by the city attorney, the mayor with input from the city council may appoint independent counsel to render legal advice to the hearing examiner, the cost of which shall be borne by the city.

2.21.080 - Noninterference in performance of duties.

No person shall attempt to interfere with or improperly influence the hearing examiner in the performance of designated duties. This provision shall not prohibit the city attorney from providing legal advice to the hearing examiner.

2.21.090 - Decisions—Hearing examiner conduct.

Each final decision of a hearing examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Such findings and conclusions shall also set forth the manner in which the decision would carry out and conform to the city's comprehensive plan and the city's development regulations. Each final decision of the hearing examiner, unless a longer period is mutually agreed to in writing by the applicant and the hearing examiner, shall be rendered within ten working days following conclusion of all testimony and hearings.

2.21.100 - Decisions—Finality and appeals.

The action by the hearing examiner on a matter shall be final and conclusive unless an appeal is timely filed in accordance with RCW 36.70C, Judicial Review of Land Use Decisions.

2.21.110 - Fees.


Each application brought before the hearing examiner shall be accompanied by payment of a fee which shall be set by resolution of the city council.


SECTION 3 – SEVERABILITY. If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Chapter.


SECTION 4– EFFECTIVE DATE. This ordinance shall take effect five days following the date of its publication by summary.

A.

Passed by the **PASSED** by the City Council of the City of White Salmon at a regular meeting this 20th day of December 2023.

DocuSigned by:

361DCEFE8E64421...
Marla Keethler, Mayor

ATTEST:
DocuSigned by:

F5160DB6A85C4B3...
Stephanie Porter, Clerk/Treasurer

APPROVED AS TO FORM:
DocuSigned by:

8D43A75E83504E9...
Shawn MacPherson, City Attorney

File Attachments for Item:

B. 2024 Legislative Priorities

1. Presentation
2. Discussion
3. Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:	No, unnecessary
Meeting Date:	January 3, 2024
Agenda Item:	2024 Legislative Priorities
Presented By:	Marla Keethler, Mayor

Action Required:

Determine council's legislative priorities before the 2024 session convenes in Olympia.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt White Salmon's 2024 Legislative Priorities as (listed herein)

Explanation of Issue:

Each year the City Council adopts Legislative Priorities in order to effectively advocate in a coordinated way for key issues or projects being pursued at the state level. These priorities are also used to prioritize state public hearings that the city may participate in regarding proposed legislation.

Included for reference are the Association of Washington Cities' 2024 Legislative Priorities. Typically the city council will endorse some or all of those same priorities. The city is not pursuing any special funding requests for the 2024 session, but does anticipate pursuing a request in the 2025 session for one of our identified "Community Center" projects (reference 2023 study completed by ARC Architects). The White Salmon Valley Metropolitan Park Pool District is pursuing a funding request in 2024, and in the past the city has joined their advocacy efforts in support of funding a new pool. In previous years the city has continued to identify the Hood River White Salmon Bridge Project as a legislative priority. Currently, Washington state has committed the most funding of all the project funding partners, and an additional new funding ask is not anticipated in 2024.

In the 2023 session, the City spoke in public hearings for legislation proposed to increase the 1% property tax limit, as well as affordable housing.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

No fiscal impact to the legislative priorities. Money is allocated in the adopted 2024 budget to account for travel, if necessary, to Olympia by either the mayor, staff, or city council for advocacy.

Recommendation of Staff/Committee:

The administration supports all of AWC's 2024 Priorities, as well as advocating for the WSVMPD funding request. Additional areas of focus that seem beneficial would be to ask for continued funding for housing implementation/planning grants through Commerce, as well as programs like CHIP (Connecting Housing to Infrastructure Program) to receive future funding cycles. Expanding access to affordable, quality childcare would also be a legislative priority that aligns with our adopted city priorities for 2024.

2024 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

AWC's advocacy is guided by these core principles from our Statement of Policy:

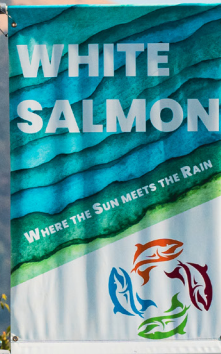
- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org



2023 PRIORITIES

In the interest of addressing critical local issues, we support the legislative efforts outlined below.



INFRASTRUCTURE

Modernizing and maintaining our aging water delivery system and streets is an increasing burden on our limited city budget. At the same time, the viability of our rural community also depends on strong **community** infrastructure: childcare, public transit, and multi-modal transit. We believe a focus on the below areas is key:

PRIORITIES

- White Salmon commends the Legislature for the passage of the **Move Ahead Washington (MAW)** package. As the Legislature begins implementation of MAW and considers future investments, the City requests that the funding provided for the **Hood River-White Salmon Bridge** be pushed forward as early as possible.

Why this bridge matters:



- Fully fund the **Public Works Assistance Account**, and expand state funding opportunities to assist with the **maintenance and operations of local infrastructure**.
- Strong infrastructure enables community growth and economic development. **Affordable access to quality childcare** is just as critical as functioning roads and water systems. We encourage increased income thresholds under the Working Connections Child Care plan, as well as new policy initiatives and **funding to support childcare providers and working families**.

White Salmon also supports the legislative priorities of the Association of Washington Cities.

OVERVIEW

A small community in a non-GMA county, White Salmon is not immune to the burdens felt by our urban neighbors, yet often struggles to access the same funding opportunities. Affordable housing, aging infrastructure, and funding for key local projects are necessary to ensure long-term resilience.

HOUSING

Our 2020 Urbanization Study showed that housing demand within western Klickitat County is expected to account for nearly 60% of the county's total demand for housing. A lack of buildable land and limited or no water/sewer infrastructure capacity in most of western Klickitat means White Salmon is confronting strong market interest & development pressure. We need diverse housing that includes affordable rental and ownership opportunities to ensure the long-term viability of our community, schools, and businesses.

- Provide additional **funding for subsidized housing** with relaxed grant requirements, and no GMA limitations.
- Provide additional funding for the **Connecting Housing to Infrastructure Program**.

WSVPMPD POOL

The City continues to partner with the White Salmon Valley Pool Metropolitan Park District to realize construction of a new community pool. We support their **capital funding request** to ensure our residents (of which 38% are asset limited and income constrained) have access to learning a critical life-skill.

B.



2022 IN REVIEW

Despite significant resources and time spent on rebuilding the administration's leadership and approach to providing services, the city still realized many key goals and objectives to move us closer to the 2040 vision outlined in our comprehensive plan - especially in the areas of infrastructure and housing.

WATER SYSTEM

The city successfully pursued two major loans from the state Public Works Board to implement needed water system improvements in 2023; these projects will support needed development and address system deficiencies. These projects account for a portion of the known \$21.9M in modernization efforts needed in the next 5 years.

Phase I
\$1.85M*
 Mainline
 Project

N. Main St.
\$1.9M
 Pressure
 Zone

*Project has an additional \$3.3M in USDA RD funding.



20-yr Outlook

In addition to near-term modernization projects estimated to cost nearly \$22M, an additional \$22.8M has been identified in projects needed before 2042 to support known growth.



SCADA

Implementing a comprehensive Supervisory Control and Acquisition System (SCADA) is a priority for 2023; this will not only improve response times but enhance system safety & security.

PLANNING

The city emphasized strategic planning in 2022 to better prioritize the needed investments for improving capital and community infrastructure. This focus extended across all departments, from better emergency response considerations to parks and childcare.

- 01 **TRANSPORTATION SYSTEM**
Plan update est. Spring 2023 completion; TIB grant for nearly \$300k in chip/seal projects; multi-modal projects to enhance the new bridge identified for pursuit of WSDOT and RAISE funds.
- 02 **PARKS SYSTEM**
New plan adopted; identifies 5 acres in needed additional green space by 2043 as well as trail/recreation enhancements.
- 03 **EMERGENCY RESPONSE: FIRE**
Formed a citizen task force with KC FD 3 to do a cost/benefit analysis of consolidated services; est. Winter 2023 completion.
- 04 **COMMUNITY CENTER**
Conducting an evaluation of existing facilities to provide community needs, especially a new youth center location.

HOUSING

- Received \$25k through Dept. of Commerce to create a Housing Action Plan; estimated completion Spring 2023.
- Implemented new short-term rental regulations to support primary homeowners while discouraging investment home-ownership solely for STR purposes.
- Partnered with Columbia Cascade Housing Corporation to realize a CDBG grant for a Regional Housing Rehabilitation Program for low-income residents.
- Code revisions for planned developments to support diverse housing; additional housing code revisions planned for 2023.

File Attachments for Item:

C. Resolution 2024-01-582 Providing Time and Place for Public Hearing of Easement Vacation

1. Presentation

2. Discussion

3. Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:
Meeting Date:
Agenda Item:

Yes, Completed
January 3, 2023
Resolution 2024-01-582 Setting Time and Place for Public Hearing concerning a Street Vacation
Stephanie Porter, Clerk Treasurer

Presented By:

Action Required:

Review and potential motion to adopt Resolution 2024-01-582 SETTING A PUBLIC HEARING CONCERNING THE PROPOSED VACATION OF A PORTION OF CITY OWNED PROPERTY AT AN UNDEVELOPED PUBLIC RIGHT OF WAY.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to adopt Resolution 2024-01-582 SETTING A PUBLIC HEARING CONCERNING THE PROPOSED VACATION OF A PORTION OF CITY OWNED PROPERTY AT AN UNDEVELOPED PUBLIC RIGHT OF WAY.

Explanation of Issue:

The City received a Right of Way Vacation Application for a property off SE 7th Avenue and SE Mansfield Street. (Map is attached.)

Per RCW 35.79.010 “The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make a vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such a vacation procedure. The petition or resolution shall be files with the city or town clerk and if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, legislative authority by resolution shall fix a time and when the petition will be heard and determined by such an authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the passage of such resolution.”

The applicant has provided a petition signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated.

The city council must now set a time and place for the public hearing of the petition no more than 60 days and no less than 20 days after passage. The proposed public hearing date is February 21, 2024. (50 days)

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

No fiscal implications at this time.

DEI & Stakeholder Analysis:

This change does not have a direct affect on DEI goals.

Policy & Plan Implications:

There are not Policy implication with this action.

RESOLUTION 2024-01-582

A RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED VACATION OF A PORTION OF CITY OWNED PROPERTY AT AN UNDEVELOPED PUBLIC RIGHT OF WAY, LOCATED BETWEEN TAX LOT NUMBERS 03113077031600, 03113077031200, AND 03113077031700, AND ABUTTING TAX LOT 03113077031100, ON SE 7TH AVENUE; ACROSS FROM MANSFIELD STREET, IN WHITE SALMON, WASHINGTON.

WHEREAS, the City has received a request from the owner of Syncline Land Co.,LLC to vacate a portion of city owned property at an undeveloped public right of way, located between Tax Lot Numbers 03113077031600, 03113077031200, and 03113077031700, and abutting tax lot 03113077031100, on SE 7th Avenue; across from Mansfield Street, in White Salmon, Washington; and

WHEREAS, the portion of property at an undeveloped public right of way, located between Tax Lot Numbers 03113077031600, 03113077031200, and 03113077031700, and abutting tax lot 03113077031100, on SE 7th Avenue; across from Mansfield Street, in White Salmon, Washington is located on the west side of SE 7th Ave; and

WHEREAS, a 30-foot sewer easement shall remain on the vacated property for the City to access the sewer line which runs through the property; and

WHEREAS, the Council of the City of White Salmon desires to initiate vacation proceedings for the property to be vacated; and

WHEREAS, it is necessary for the Council to fix a time and place for a public hearing to be held on the proposed street vacation;

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

Section I:

The Council of the City of White Salmon does hereby initiate proceedings to vacate the following described portion of property located at SE 7th and SE Mansfield St as described in Exhibit "A", attached hereto and by this reference incorporated herein.

Section II:

A public hearing shall be held on the proposed vacation on the 21st day of February 2024, at 6:00 p.m., in the Council Chambers.

Section III:

The City Clerk is directed to give twenty (20) days notice of the hearing by posting written notice in three of the most public places in the City of White Salmon, by posting a like notice on the portion of the streets to be vacated, and by mailing notice to the abutting property owners at least fifteen (15) days prior to the date of hearing.

ADOPTED at a regular session of the City Council of White Salmon this 3rd day of January, 2024.

CITY OF WHITE SALMON, WASHINGTON

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Porter, Clerk/Treasurer

Shawn MacPherson, City Attorney

File Attachments for Item:

D. Approval of Scope of Work -Heritage Tree Ordinance - DCG | Watershed Group



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, Unnecessary

Meeting Date:

January 3, 2023

Agenda Item:

Approval of Scope of Work -Heritage Tree Ordinance -

DCG |Watershed Group

Presented By:

Stephanie Porter, Clerk Treasurer

Action Required:

Review and motion to authorize mayor to sign Scope of Work providing Heritage Tree Ordinance planning services with the On Call Planning Firm DCG |Watershed Group.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize mayor to sign Scope of Work providing Heritage Tree Ordinance planning services with the On Call Planning Firm DCG |Watershed Group in an amount not to exceed \$17,189.

Background of Issue:

The City Council approved Ordinance 2023-11-1152 amending the Critical areas ordinance to remove Heritage Trees and Ordinance and 2023-11-1153 Creating WSMC 18.40 Heritage Trees.

The City of White Salmon has been working on revising the Heritage Tree Code for multiple years through the Tree Board and staff.

Explanation of Issue:

The scope of work proposed by DCG Watershed and the Planning Department would allow a designated time frame to address and complete the desired changes to the Heritage Tree Ordinance.

The Scop includes options for Public Outreach and Presentation as Tree Board and Council Meetings. The council may amend these items to lower the overall cost of the work is so desired.

Council Options:

City Council has the following options available at this time:

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

Fiscal Analysis:

The 2024 budget does not currently account for this expense.

A budget amendment in the amount of \$17,189 will need to be approved by council with the first budget amendment of 2024.

DEI & Stakeholder Analysis:

This change does not have a direct affect on DEI goals, With the removal of Heritage Trees from the Critical Areas Ordinance, this additional review and update of the Heritage Tree Code with benefit the residents of White Salmon in providing a more clear and equitable process of how Heritage Trees will be handled between City and property owners.

Policy & Plan Implications:

With the removal of Heritage Trees from the Critical Areas Ordinance, this additional review process with benefit the residents of White Salmon in providing a more clear and equitable process of how Heritage Trees will be handled between City Staff and property owners.

Recommendation of Staff/Committee:

Staff recommends authorizing the mayor to sign Scope of Work providing Heritage Tree Ordinance planning services with the On Call Planning Firm DCG |Watershed Group in an amount not to exceed \$17,189.

**AMENDMENT #1
TO
PERSONAL SERVICES CONTRACT
FOR
ON CALL PLANNING SERVICES**

WHEREAS, the Personal Services Contract between The City of White Salmon and The DGC/Watershed Inc, fully executed the 20th day of December, 2023, allows for amendments to the general scope of the Agreement and the services to be performed; and

WHEREAS, The City of White Salmon desire revisions to the Heritage Tree Code; and

WHEREAS, the amendment to the Personal Services Contract will enhance the services provided to the City, to the betterment of the residents of the City of White Salmon.

NOW, THEREFORE, the following Amendments shall add the Scope of Work Provided in Exhibit A and Exhibit B in an amount not to exceed \$17,189.

All other terms and conditions within the Agreement shall remain the same.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Signature Date

ATTACHMENT A

WHITE SALMON HERITAGE TREE ORDINANCE

SCOPE OF WORK

Task 1: Public Engagement

DCG/Watershed will prepare an online open house for City staff to link to, providing opportunities for residents to better understand the need for the update, timing for receiving public comment, a review the project schedule in context to the overall proposed amendments to the heritage tree ordinance (White Salmon Municipal Code Chapter 18.40). This effort will borrow from previous tree code updates we've been a part of for other jurisdictions as a cost savings to the City, creating an appropriate domain and 'go-live' hosting timeframe for the length of the project. Outreach messaging will also be included for re-use on social media platforms.

Task 2: Adoption Process, including Public Meeting Attendance, Staff Memos & Technical Feedback

DCG/Watershed will support City staff in preparation of needed public noticing materials, including a SEPA Checklist, staff memos to support Planning Commission and Council objectives for this update, and technical feedback (where requested). A total of four public meetings (all to be attended virtually) is anticipated:

- One Tree Board meeting
- Two Planning Commission meetings, a Public Hearing and Recommendation to Council
- One City Council Public Hearing

Contingency tasks (as necessary) include:

Task 2a – As requested by City staff, DCG/Watershed ISA-Certified Arborists will review proposed Planning-Commission drafted code amendments and provide supporting recommendations and best practices in alignment with the City's comprehensive plan and supporting master plan efforts in a technical memo to further the heritage tree ordinance adoption effort. This effort is limited to 20 hours of arborist time in preparing this memo.

Task 2b – This includes a public comments response matrix, limited to 20 hours of arborist support staff time.

These contingency tasks amount to \$6,700.

Task 3: Ordinance Formatting

DCG/Watershed will format the amended new Heritage Tree chapter into ordinance form, including coordination with the City attorney (as needed) for City Council adoption.

ATTACHMENT B

WHITE SALMON HERITAGE TREE ORDINANCE

COMPENSATION

Task #	Task	Total Hours	Total Cost
Public Engagement			
1	Establish Online Open House for public outreach (via squarespace.com)	28	\$3,895
	<i>Website domain purchasing cost, host for 6 months</i>	-	\$500
Response to Public Comments			
2	SEPA Checklist, meeting attendance (4 virtual meetings)	28	\$4,648
<i>2a^</i>	<i>Arborist Technical Memo</i>	<i>20</i>	<i>\$3,348</i>
<i>2b^</i>	<i>Response to public comments</i>	<i>20</i>	<i>\$3,348</i>
Ordinance Formatting			
3	Formatting two ordinances for City Council approval, capturing amendments from task 2	10	\$1,450
Total			\$10,493
Total with Contingency task 2a & 2b			\$17,189

^Only as requested by City staff, or as needed depending on public comment responses necessary to achieve adoption

File Attachments for Item:









A. Department Head Reports







PUBLIC WORKS DEPARTMENT

Meeting Date: 1/3/24
Presented By: Andrew Dirks





Daily Operations / What's Happening:

-  First of the month requirements:
-  Meter Reading, Reporting and Samples
-  WUE Report
-  PFAS Sampling
-  Weekly Planning updates
-  Development team meetings
-  Plan Review
-  Weekly Anderson Perry Project Update Meetings





Current Projects:

-  Multiple water leak repairs on Childs Rd. There is a 3/4" waterline that feeds two houses. There have been 4 repairs since July on this line and we will be replacing the line this week.
-  Leak repair on Sterling Blvd
-  Shipping the pump A VFD in for repair
-  Servicing heavy equipment for winter

Upcoming Projects:

-  Re-locating two water services on Childs Road
-  Jewett Manhole Project
-  SCADA Upgrades
-  Light Pole at City Hall


Completed Projects:

-  3 water leaks
-  Painting/New furniture at City Hall
-  Baby Changing Stations at the Park Restrooms
-  Install of the donated bench downtown


Upcoming Trainings:

-  2 Operators going to the Evergreen Rural Water Conference in February

Completed Trainings

-  1 Operator attended Oregon Association of Water Utilities Conference (CEU's count for Washington)

Updates for the Community / Upcoming Events:

-  Be aware of snowplows and allow them the right of way.



DEPARTMENT REPORT FINANCE / CLERK

Meeting Date: January 3, 2024
Presented By: Stephanie Porter, Clerk Treasurer

Daily Operations / What's Happening:

- **Public Records Request** – 4 request this period
- **Daily Reconciliation**
- **Quarterly Taxes**
- **Monthly reporting and taxes** - Next due in January 2024
- **Send Ordinances to Municode for code update.**
- **Reviewing Utility Adjustment**
- **Review and approve Utility Billing**
- **Review and Approve Accounts Payable**
- **Record Retention**
- **Grant quarterly reporting**
- **Working with Anderson Perry** regularly for USDA contractor reimbursements-tracking for the Main line Phase 1 Project.
- **One-Time Leak Forgiveness Applications** – 2 new received.
- **Payment Plan Applications** – 2 received.
- **Low Income Utility Discount Program** Application is available on website, program is active. **Number of New Applications this period** – 0
- **Follow up on existing insurance claims.**
- **Weekly check in meetings with Troy Rosenburg** – ongoing communication and training.
- **Scheduling Translation Services for Public Hearings** – maintaining equipment.
- **Clean up and set up of Council Chambers** for Council Meetings, WSVPD meetings, and Bridge Authority Meetings.

New Projects:

- **Public Hearing Calendar** – January Public Hearings will include Amendments to WSMC 19.
- **Recording of 3 Quit Claim Deeds for Easement Vacations on Lincoln Street.**
- **Drafting final 2024 Contract Renewal**– HR Consultant
- **Meeting with City Attorney** to work through WSMC Title 19 changes, Resolution to set date and time for public hearing regarding street vacation, Intent to Annex next steps.
- **DCG/Watershed Scope of Work Contract for Heritage Tree Ordinance**
- **Annual Reports:** USDA, Lodging Tax, Financial, ARPA/SLFRF Funds
- **Misc 1099 and W2 for 2023**

Existing Projects Progress:

- **Annexation of N Main Island** – Annexation has been recorded with Klickitat County. Working on Census Data as last part of packet to go to Office of Financial management.
- **Working with Police Department to create a Scope of Work** for a Janitorial Contract for City Hall and the Police Department

- **Communication with PWB** regarding the contract for \$8,045,000 preliminary award for Mainline Phase IIA –**received draft contract for review. Should have final to sign by mid January 2024.**
- **Drafting Maintenance Contract** for Well Field Maintenance – On council agenda 01.03.2024
- **Working with Springbrook to get access to the Chart of Accounts (budget) for all department heads-** **ongoing.**
- **Working with administration to appoint a Labor Management Board** – part of the MBA.- **ongoing**
- **Intent to Annex received.** Date set for meeting with applicants January 17, 2024.
- **LOCAL Bond Program** – confirming application deadlines and receiving equipment quotes for a Sweeper Trcka and Bucket Truck to present to the LOCAL Bonding for approval.