

# White Salmon City Council Meeting

## A G E N D A

July 07, 2021 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 859 2815 2424 Passcode: 475846

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799



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

- I. Call to Order, Presentation of the Flag and Roll Call**
- II. Changes to the Agenda**
- III. Consent Agenda**
  - [A.](#) Retroactive Approval of CTX Sales Agreements for Copier/Printers
  - [B.](#) City Lab Board Appointments
  - [C.](#) Approval of Meeting Minutes - June 16, 2021
  - [D.](#) Approval of Meeting Minutes - June 23, 2021
  - E. Approval of Vouchers
- IV. Public Comment**
- V. Business Items**
  - [A.](#) Ratify June 16, 2021 Consent Agenda
    - 1. Presentation and Discussion
    - 2. Action
  - [B.](#) Employment Agreement, Brendan Conboy, Land Use Planner
    - 1. Presentation and Discussion
    - 2. Action
- VI. Reports and Communications**
  - A. Council Members
  - B. Department Heads
  - C. Mayor
- VII. Executive Session (if needed)**
- VIII. Adjournment**

**File Attachments for Item:**

A. Retroactive Approval of CTX Sales Agreements for Copier/Printers



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## CONSENT AGENDA MEMO

Needs Legal Review: No  
Meeting Date: July 7, 2021  
Agenda Item: Retroactive Authorization to Sign CTX Sales Agreements for Copier/Printers  
Presented By: Jan Brending, Clerk Treasurer

### Action Required

Retroactive authorization for mayor to sign CTX Sales Agreements for copiers/printers.

### Proposed Motion

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

Move to retroactively authorize the mayor to sign CTX Sales Agreements for copiers/printers.

### Explanation of Issue

The City maintains two large copier/printers on lease from CTX in city hall and the police department. Both pieces of equipment are near the end of their leases and the city has negotiated new leases for new replacement equipment.

<b>Location</b>	<b>Current Price/Month</b>	<b>New Price/Month</b>
City Hall	\$527.50	\$449.00
Police Department	\$276.77	\$270.00

The new copiers/printers are saving the city money. The major difference in the city hall price is the old price included some maintenance on printers at public works that are no longer in use. Even though the copiers/printers are the same model for each location, the city hall agreement provides a higher level of copies before the city pays a price per page based on the volume that we are currently using.

### Staff Recommendation

Staff recommends retroactive authorization for the mayor to sign CTX Sales Agreements for Copiers/Printers.



# Sales Agreement

16640 SW 72nd Ave.  
Portland, OR 97224  
P. 503-620-0202  
F. 503-620-1730  
www.ctx-xerox.com

CTX, by acceptance of this agreement, agrees to furnish to the customer, subject to terms and conditions herein specified, equipment and accessories listed below.

Date -	
Customer # -	
P.O. # -	
Equipment ID -	

Qty	Model	IT	Description	Serial #	Unit Price	Total Price
1	C8145H2		Xerox AltaLink C8145			0.00
			*Includes Business Ready Finisher and Fax			0.00
						0.00
						0.00
						0.00
						0.00
						0.00
CTX agrees to connect equipment above marked "IT" at the time of sale. Otherwise install is subject to a \$495 connection fee up to five workstations. See possible attached document for remaining models, accessories and descriptions.						\$0.00

Software Sales		Check Below All That Apply To Add To Total	
Qty	Software & Description	Machine Set-Up & Delivery	
		Scanning Set-Up (Max of 5 Workstations)	
		Software Install	
		Sales Tax	0.00%
		Insurance Certificate	
		Subtotal	0.00
		<b>TOTAL</b>	\$0.00
Trade - In Equipment / Lease Returns		Lease Payment Information	
Qty	ID/Serial #	Description	
1	3J301	Xerox C8045	
Meter Collection Method - <small>CTX will charge an additional fee of \$25 per overage billing cycle should customer decline 360 app install</small>		Process Fee :	\$ 250.00
360App <input checked="" type="checkbox"/>	Email <input type="checkbox"/>	Fax <input type="checkbox"/>	Program : FMV
		Mthly Payment :	\$270.00
		Term Months :	60

Maintenance Plan - MFP			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W: 500
		Base Color:	Volume Color: 500
		Overages B&W:	\$0.0039
		Overages Color:	\$0.0390

Maintenance Plan - PRINTERS			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W:
		Base Color:	Volume Color:
		Overages B&W:	
		Overages Color:	

Maintenance Plan - COLORQUBE			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Meter 1 - Useful:	Volume Meter 1:
		Meter 2 - Everyday:	Volume Meter 2:
		Meter 3 - Expressive:	Volume Meter 3:
		Overages Meter 1:	
		Overages Meter 2:	
		Overages Meter 3:	

Decline All Maintenance: <input type="checkbox"/>	Service Agreements include all service, parts and supplies (toner, developer, and drums), all preventative and emergency services during normal business hours. Includes everything except paper and staples. *OVERAGE BILLING FREQUENCY - Volume based contracts quarterly and non-volume based contracts monthly unless otherwise specified.
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NOTES	CTX to terminate lease on ID# 3J301 and return to lease at no additional charge.
	CTX to deliver, install and provide product training on new equipment at no additional charge.
	Contract through OETC program, rates fixed for term of agreement.

## FOR CASH TRANSACTIONS ONLY

Title: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under the agreement, you hereby grant us a security interest in (a) the equipment to the extent of your interests in the equipment, (b) anything attached or added to the equipment at any time, (c) any money or property from the sale of equipment, and (d) any money from an insurance claim if the equipment is lost or damaged. You agree that the security interest will not be affected if the agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filled on your behalf by us (or our agents) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interests. This agreement or a copy of this agreement shall be sufficient as a financing statement and may be filed as such. Copytronix requires a minimum of 10% of the total invoice at the time of delivery of the above equipment.

Company:	Bingen-White Salmon Police Department	Sales Representative:	Dan Harris
Contact:	Lisa George	Install At:	
Address:	142 E Jewett Blvd	Customer Phone & FAX:	509-493-1177
City/State/Zip:	White Salmon, WA 98672	Accepted By CTX:	
Client Signature & Title:	Date:		6/28/21



## Sales Agreement Standard Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," "Us," and "CTX" refer to CTX Business Solutions. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by CTX; (c) non-CTX alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside CTX's normal business hours or this Agreement; (f) Thermal heads, process units, and fuser units for Facsimile Machines; (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by CTX are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. Supplies are to be used exclusively for the Equipment and remain CTX property until consumed. You will return, or allow CTX to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. A charge for toner consumption exceeding 10% over the manufacturer's suggested yields will be charged at current retail price. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit CTX to use automatic meter reading software and/or devices, CTX may charge a monthly fee of \$25 for manually performing meter reads. If you do not provide meter reads as required, CTX may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Equipment must be placed in a normal office setting free from excessive dust, humidity, temperatures and ammonia fumes. Equipment should be operated within the specified operational (including usage) specifications. Only supplies (including paper) within manufacturer required specifications should be used with Equipment. If Equipment is moved to an address other than that on the reverse of this document, we may choose to remove it from the Agreement or add an additional charge to this Agreement. Supplies provided under this contract will be shipped at no additional charge via UPS Ground. All other orders and special shipping requests may be charged to customer including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Special processing fees may be included for any method other than UPS Ground. Service provided outside CTX's normal business hours will be at CTX hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify CTX. Added equipment shall be considered the Equipment for all purposes under this contract. You must fill out and submit our online form to add this equipment within one week of placement. In the event a configuration sheet is not supplied, we may estimate the meters and usage. CTX maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement. ColorQube Equipment identified in the Agreement will have a Tier 3 plan. This plan is billed with three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color). The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. We reserve the right to replace Equipment rather than repair it. For covered printers (not MFPs) that cannot be repaired in the field, and upon request, we will provide a temporary loaner until the Equipment is repaired and returned to you. In the event Equipment cannot be repaired by us due to age, chronic failure, or parts availability, you may (a) purchase new equipment, (b) replace the Equipment permanently with "hot-swap" Equipment if part of the reverse of this Agreement, or (c) rebalance the fleet. Hot swaps may not be used for Equipment over 10 years old. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay CTX the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x 11" copy (larger size copies may register two meter clicks). Scans, in excess of prints/copies, are subject to Overage Rates. No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or

counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). CTX has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, CTX may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, CTX reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES:** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall CTX be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether CTX has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to CTX or for the Equipment, whether or not arising under this Agreement, without notice or demand by CTX; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, CTX may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of CTX to enforce its rights under this Agreement does not prevent CTX from enforcing any such right at a later time. All of CTX's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, CTX shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of CTX. CTX may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CTX to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to CTX from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Washington / Oregon (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. CTX shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) CTX has the right to modify/correct any clerical error



# Cost Per Image Agreement



Supplier Name-Address: CTX-Xerox, 16640 SW 72nd Ave, Portland, OR 97224

Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851 Agreement Number:

## CUSTOMER INFORMATION

CUSTOMER	Full Legal Name: City of White Salmon			Phone: (509) 493-1177
	Billing Address: 142 E Jewett Blvd			Contact Name: Lisa George
	City: White Salmon	State: WA	Zip Code: 98672	Contact Email: lisa@bwspolice.com

EQUIPMENT	QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE**	
			B&W	COLOR	B&W	COLOR
	1	Xerox AltaLink C8145	500	500	.0039	.039

Meter Billing Frequency (Monthly unless checked): ☒ (Other) Quarterly \* Included in Base Payment \*\* Plus applicable taxes

TERM	BASE PAYMENT - (Monthly frequency unless otherwise noted)	Equipment Location (if different from Billing Address):
Initial Term: 60 (in months)	Base Payment (plus applicable taxes): \$270.00 Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	

## CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	Federal Tax ID # (Required):
Print Name:	Title:	

## OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:
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## TERMS & CONDITIONS

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**7. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**



**8. Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

**9. Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**10. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned, YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**11. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

**12. Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

**13. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**14. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**15. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

**16. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

**17. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**18. Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**20. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



## NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of 06/24/21, to that certain Agreement # \_\_\_\_\_  
("Agreement") between City of White Salmon, ("Customer") and  
**Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the  
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

### ACKNOWLEDGED AND ACCEPTED:

Customer: City of White Salmon

Authorized Signor: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Xerox Financial Services LLC**

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Sales Agreement

16640 SW 72nd Ave.  
Portland, OR 97224  
P. 503-620-0202  
F. 503-620-1730  
www.ctx-xerox.com

CTX, by acceptance of this agreement, agrees to furnish to the customer, subject to terms and conditions herein specified, equipment and accessories listed below.

Date -	
Customer # -	
P.O. # -	
Equipment ID -	

Qty	Model	IT	Description	Serial #	Unit Price	Total Price
1	C8145H2		Xerox AltaLink C8145			0.00
			*Includes Business Ready Finisher and Fax			0.00
						0.00
						0.00
						0.00
						0.00
						0.00
CTX agrees to connect equipment above marked "IT" at the time of sale. Otherwise install is subject to a \$495 connection fee up to five workstations. See possible attached document for remaining models, accessories and descriptions.						\$0.00

Software Sales		Check Below All That Apply To Add To Total	
Qty	Software & Description	Machine Set-Up & Delivery	
		Scanning Set-Up (Max of 5 Workstations)	
		Software Install	
		Sales Tax	0.00%
		Insurance Certificate	
		Subtotal	0.00
		<b>TOTAL</b>	\$0.00
Trade - In Equipment / Lease Returns		Lease Payment Information	
Qty	ID/Serial #	Description	
1	3J169	Xerox C8055	
Meter Collection Method		Process Fee :	\$ 250.00
360App <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/>		Mthly Payment :	\$449.00
		Program :	FMV
		Term Months :	60

Maintenance Plan - MFP			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W: 5,000
		Base Color:	Volume Color: 2,500
		Overages B&W:	\$0.0039
		Overages Color:	\$0.0390
Maintenance Plan - PRINTERS			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Base B&W:	Volume B&W:
		Base Color:	Volume Color:
		Overages B&W:	
		Overages Color:	
Maintenance Plan - COLORQUBE			
Overage Billing Frequency*		Base Billing (Monthly Unless Specified)	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	Meter 1 - Useful:	Volume Meter 1:
		Meter 2 - Everyday:	Volume Meter 2:
		Meter 3 - Expressive:	Volume Meter 3:
		Overages Meter 1:	
		Overages Meter 2:	
		Overages Meter 3:	
Decline All Maintenance: <input type="checkbox"/>		Service Agreements include all service, parts and supplies (toner, developer, and drums), all preventative and emergency services during normal business hours. Includes everything except paper and staples.	
		*OVERAGE BILLING FREQUENCY - Volume based contracts quarterly and non-volume based contracts monthly unless otherwise specified.	

NOTES	CTX to terminate lease on ID# 3J169 and return to lease at no additional charge.
	CTX to deliver, install and provide product training on new equipment at no additional charge.
	Contract through OETC program, rates fixed for term of agreement.

**FOR CASH TRANSACTIONS ONLY**  
Title: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under the agreement, you hereby grant us a security interest in (a) the equipment to the extent of your interests in the equipment, (b) anything attached or added to the equipment at any time, (c) any money or property from the sale of equipment, and (d) any money from an insurance claim if the equipment is lost or damaged. You agree that the security interest will not be affected if the agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agents) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interests. This agreement or a copy of this agreement shall be sufficient as a financing statement and may be filed as such. Copytronix requires a minimum of 10% of the total invoice at the time of delivery of the above equipment.

Company:	City of White Salmon	Sales Representative:	Dan Harris
Contact:	Jan Brending	Install At:	
Address:	100 N Main Ave	Customer Phone & FAX:	509-493-1133
City/State/Zip:	White Salmon, WA 98672	Accepted By CTX:	

Client Signature & Title:	 Mayor	Date:	6/28/21
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## Sales Agreement Standard Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," "Us," and "CTX" refer to CTX Business Solutions. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by CTX; (c) non-CTX alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside CTX's normal business hours or this Agreement; (f) Thermal heads, process units, and fuser units for Facsimile Machines; (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by CTX are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. Supplies are to be used exclusively for the Equipment and remain CTX property until consumed. You will return, or allow CTX to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. A charge for toner consumption exceeding 10% over the manufacturer's suggested yields will be charged at current retail price. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit CTX to use automatic meter reading software and/or devices, CTX may charge a monthly fee of \$25 for manually performing meter reads. If you do not provide meter reads as required, CTX may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Equipment must be placed in a normal office setting free from excessive dust, humidity, temperatures and ammonia fumes. Equipment should be operated within the specified operational (including usage) specifications. Only supplies (including paper) within manufacturer required specifications should be used with Equipment. If Equipment is moved to an address other than that on the reverse of this document, we may choose to remove it from the Agreement or add an additional charge to this Agreement. Supplies provided under this contract will be shipped at no additional charge via UPS Ground. All other orders and special shipping requests may be charged to customer including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Special processing fees may be included for any method other than UPS Ground. Service provided outside CTX's normal business hours will be at CTX hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify CTX. Added equipment shall be considered the Equipment for all purposes under this contract. You must fill out and submit our online form to add this equipment within one week of placement. In the event a configuration sheet is not supplied, we may estimate the meters and usage. CTX maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement. ColorQube Equipment identified in the Agreement will have a Tier 3 plan. This plan is billed with three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color). The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. We reserve the right to replace Equipment rather than repair it. For covered printers (not MFPs) that cannot be repaired in the field, and upon request, we will provide a temporary loaner until the Equipment is repaired and returned to you. In the event Equipment cannot be repaired by us due to age, chronic failure, or parts availability, you may (a) purchase new equipment, (b) replace the Equipment permanently with "hot-swap" Equipment if part of the reverse of this Agreement, or (c) rebalance the fleet. Hot swaps may not be used for Equipment over 10 years old. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay CTX the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x 11" copy (larger size copies may register two meter clicks). Scans, in excess of prints/copies, are subject to Overage Rates. No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or

counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). CTX has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, CTX may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, CTX reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES:** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall CTX be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether CTX has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to CTX or for the Equipment, whether or not arising under this Agreement, without notice or demand by CTX; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, CTX may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of CTX to enforce its rights under this Agreement does not prevent CTX from enforcing any such right at a later time. All of CTX's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, CTX shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of CTX. CTX may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CTX to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to CTX from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Washington / Oregon (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. CTX shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) CTX has the right to modify/correct any clerical error



# Cost Per Image Agreement



Supplier Name-Address: CTX-Xerox, 16640 SW 72nd Ave, Portland, OR 97224

Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851

Agreement Number:

## CUSTOMER INFORMATION

CUSTOMER	Full Legal Name: City of White Salmon			Phone: (509) 493-1133
	Billing Address: 100 N Main Ave			Contact Name: Jan Brending
	City: White Salmon	State: WA	Zip Code: 98672	Contact Email: janb@ci.white-salmon.wa.us

EQUIPMENT	QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE**	
			B&W	COLOR	B&W	COLOR
	1	Xerox AltaLink C8145	5,000	2,500	.0039	.039

Meter Billing Frequency (Monthly unless checked): ☒ (Other) Quarterly

\* Included in Base Payment

\*\* Plus applicable taxes

TERM	BASE PAYMENT - (Monthly frequency unless otherwise noted)	Equipment Location (if different from Billing Address):
Initial Term: 60 (in months)	Base Payment (plus applicable taxes): \$449.00 Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	

## CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	Federal Tax ID # (Required):
Print Name:	Title:	

## OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:
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## TERMS & CONDITIONS

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**7. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**



**8. Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

**9. Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**10. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned, YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**11. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

**12. Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

**13. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**14. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**15. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

**16. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

**17. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**18. Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**20. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.





## NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of 06/24/21, to that certain Agreement # \_\_\_\_\_  
("Agreement") between City of White Salmon, ("Customer") and  
**Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the  
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

### ACKNOWLEDGED AND ACCEPTED:

Customer: City of White Salmon

Authorized Signor: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Xerox Financial Services LLC**

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

B. City Lab Board Appointments





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## CONSENT AGENDA MEMO

Needs Legal Review: No  
Meeting Date: July 7, 2021  
Agenda Item: City Lab Board  
Presented By: Marla Keethler

### **Action Required**

Consent of the mayor's appointment to City Lab Board

### **Proposed Motion**

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

Move to consent to the mayor's appointments to City Lab Board.

### **Explanation of Issue**

The Mayor is appointing the following board members

#### ***City Lab Board***

- Jim Ransier, representing White Salmon City Council
- Ruth Olin
- Kalama Reuter
- Peter Fink
- Kathleen Bennett

### **Staff Recommendation**

The Mayor recommends consent for the appointments the City Lab Board.

# Ruth S. Olin



420 SE Wyers Street  
P.O. Box 1823  
White Salmon, WA 98672

[rsolin@gorge.net](mailto:rsolin@gorge.net)

Re: City Seeking Applicants for City Lab Board  
Date: May 28, 2021

Dear Mayor Keethler and City Council Members,

Environmental sustainability is defined as the three E's: protect the **Environment**, develop an **Economy** that is vital and dynamic, and achieve **Equity**/Social Benefit so that all aspects of society are benefited and no aspects of society are harmed. I believe all three E's must be met to be truly sustainable, and my hope is that the City Lab Board can aid White Salmon's movement in that direction. I am writing this letter to apply for a position on the City Lab Board.

Through work with the group that promoted the Resolution declaring a Climate Crisis for White Salmon, I have been able to promote goals for climate health and resiliency. I have responded to all the elements of White Salmon's Comprehensive Plan because it sets goals for the future, and because of climate issues today, this Comp Plan is a particularly important one.

In order to fulfill the goals of the Climate Resolution and the Comp Plan, education and inclusion of the public is important. Resident's become part of the solution when they are engaged and participate. Through my work on volunteer boards, I have gained experience with public outreach and education.

The City Lab Board can aid City Council and staff by researching successful projects in other towns and cities to use as models, and gather info to help set priorities. City Lab Board members can aid in the search for funding sources too. My background in sustainable design and visits to sustainable projects in the Pacific Northwest has given me exposure to these types of projects. Through my architecture background, I am familiar with universal design for aging-in-place and ADA requirements.

I don't have all the answers, but I know how to look for them. Please consider me for service on the City Lab Board.

Thank you for your attention.  
Ruth Olin



# Ruth S. Olin



420 SE Wyers Street  
P.O. Box 1823  
White Salmon, WA 98672

[rsolin@gorge.net](mailto:rsolin@gorge.net)

Credentials	<b>State of Illinois</b> , Registered Architect	
	<b>LEED Accredited Professional</b> "Leadership in Energy & Environmental Design" Accredited Professional in the Green Building certification program	2008
	<b>Certified Sustainable Building Advisor</b> , Mt. Hood Community College Providing strategies & tools for implementing sustainable building	2006
	<b>Master Recycler</b> , Tri-County Hazardous Waste Program	2010
Professional Experience	<b>Ruth Olin Architect</b> , Down to Earth Design Architectural Services in the Chicago area & in the Columbia River Gorge <i>"My architectural career spans 30 years. In the Gorge I provided services for Brooks Heard Planning-Design, Trout Lake; Art Larsen Architect, Hood River and other clients. In Chicago I was a member of Ralph Johnson's Studio at Perkins &amp; Will Architects, &amp; Project Architect at Paul Janicki Architects, Evanston IL. Paul is known for his work with historic buildings"</i>	
	<b>Sea Level Marine, Hood River OR</b> , Project Engineer	2014- 2018
Sustainable Building	Designed & Built a sustainable house with active & passive solar Goal: build an energy efficient natural home in-town & to-code <i>"After moving to the Gorge in 2000, I took many natural/sustainable building courses in the Gorge/Portland area, and assisted in designing &amp; building several natural homes in the Mosier/Mt Hood area before designing &amp; building my own natural/sustainable home"</i>	2004
Volunteer Boards	<b>Mt View Grange #98</b> White Salmon, Board of Directors Building Committee, Film & Lecture Series, Fundraising Committee <i>The Mt. View Grange Sustainability film &amp; lecture series focuses on sustainable living and environmental issues</i>	2013-2021
	<b>Gorge Rebuild-it Center</b> , Board of Directors, President Mission: Keeping useful building materials out of the waste stream <i>Education is an important part of GRC's mission</i>	2010-2012
	<b>Columbia Gorge Earth Center</b> , Board of Directors, Secretary	2004 -2006
Community	<b>GorgeDanceNews</b> email newsletter serving over 400 subscribers in partnership with Gorgedance.com & Secret Salsa Society	2013-2021
Education	<b>Master of Architecture</b> , Preservation Option University of Illinois, Champaign-Urbana	
	<b>Bachelor of Art</b> , Indiana University, Bloomington	

**From:** [Kalama Reuter](#)  
**To:** [Jan Brending](#)  
**Subject:** Re: City Lab  
**Date:** Monday, June 28, 2021 8:22:19 AM

---

Hi Jan,

Do you know if the meeting time for City Lab has been determined and if so, what is it? ie 3rd Thursdays at 11?  
Just want to be sure I am available.

I am interested in serving on this committee.

I have been a member of the Columbia Gorge Climate Action Network since its founding and helped plan events, attended and testified hearings for coal and oil transport / fossil fuel projects.

I have been involved with the White Salmon Cohousing group in the past because I am very concerned about affordable housing. I am a landlord renting affordable housing.

Land use issues seem a key to diversity and workforce housing.

I want our Latinx neighbors to continue to be part of our community.

I have been studying racism and learning about its systemic entrenchment this past year.

In addition I have been engaged with learning a consensus process in a small group with Jeff Goebel and this has been useful in a variety of situations. It might be helpful for the function of our group.

I listen carefully and respect various viewpoints.

My background is biochemistry (MS from OHSU). Willing to do research and gather information.  
I taught at Portland Community College and Columbia Gorge Community College.

Thanks for considering me.

Kalama Reuter  
920 NE Fields Avenue  
971 998-7908

> On Jun 23, 2021, at 2:47 PM, Jan Brending <[janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)> wrote:

>

> See attached, pages 9-11 for information about the City Lab Board. If you

> are interested in serving please send a letter of interest and short resume

> (if you have one) to me. Thanks.

>

>

> Jan Brending, Clerk Treasurer

> City of White Salmon

> PO Box 2139

> White Salmon WA 98672

> 509-493-1133 #205

> [janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)

>

> -----Original Message-----

> From: Kalama Reuter <[kalama@embarqmail.com](mailto:kalama@embarqmail.com)>

> Sent: Wednesday, June 23, 2021 2:40 PM

> To: Jan Brending <[janb@ci.white-salmon.wa.us](mailto:janb@ci.white-salmon.wa.us)>

> Subject: City Lab

>

> Hi Jan,

>

> I heard about the City Lab group and wonder if you could send me an

> application and any information you might have about the commitment or  
> requirements. I looked on the website but didn't find it.  
>  
> Thanks,  
> Kalama Reuter  
> <ordinance\_2021-04-1077\_kbwsigned.pdf>



**From:** [Mayor Of White Salmon](#)  
**To:** [Jan Brending](#)  
**Subject:** Fwd: City Lab Board Application.  
**Date:** Thursday, July 1, 2021 2:30:22 PM

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----- Forwarded message -----

**From:** Peter Fink <[hfink2@uw.edu](mailto:hfink2@uw.edu)>  
**Date:** Tue, Apr 20, 2021 at 9:16 AM  
**Subject:** City Lab Board Application.  
**To:** <[mayor@ci.white-salmon.wa.us](mailto:mayor@ci.white-salmon.wa.us)>

Hi Marla,

You asked that I write up an application if I was interested in joining the city lab board. Here it is:  
City Lab Application

Allow me to introduce myself: my name is Peter Fink, I'm an undergraduate at the University of Washington, but I have been living in my home community here of White Salmon taking virtual classes, volunteering, and working over the summer. I'm majoring in International Studies but my passions are examining how sustainable campesino agriculture can be used as a climate adaptation and mitigation strategy, which draws intersections between nutrition security, human health, migrant rights, sustainable human development, environmental health and humanitarian responses through community driven resiliency and adaptation. My work and advocacy for Climate Justice, human rights, and humane assistance amid structurally violent legal and societal structures has cultivated a strong passion for the study of the global food system. I passionately believe in advocacy and action. This drive comes from my background as an Eagle Scout and child of a public servant.

My advocacy work has focused around three intersectional and personally motivating areas of injustice. First, I am very concerned about the climate crisis and in particular its disproportionate impacts on human and ecological health and welfare. I have led and been a member of a multitude of climate justice groups doing political lobbying, non-violent direct actions (NVDA), and community organizing, with groups like 350, Fridays for the Future, (our local Columbia Gorge Climate Action Network (CGCAN)) and Extinction Rebellion (XR), which I helped launch a chapter of at the UW. I also am a founding member and highly active leader in a Climate Justice coalition of students, faculty, staff, and clubs called ICA (Institutional Climate Action). At ICA we are demanding that our WA higher educational institutions divest from the fossil fuel industry and begin modeling and investing in the just transition into an equitable green future. I've helped lead both direct actions and negotiations with the UW Board of Regents to begin the proceedings of officially investigating the divestiture of more than \$125 million dollars in fossil fuel investments that the UW currently holds. My focus on climate change recognizes the disproportionate impacts on frontline communities—this is why I got into this work; not to save polar bears on melting icebergs but to prevent heatstroke and asthma deaths in migrant farmworker populations. Migrant justice is the second area in which I've advocated. My work picking cherries in the Dalles and processing apples in Hood River demonstrated the injustices of our system for migrant communities and the Latin@ community more broadly. This

is what motivated me to reach out to Ubaldo from Comunidades about working to ban toxic pesticides. I also fought with Gorge ICE Resistance to ensure NORCOR end their contract with ICE (which they did in August 2020), Cowlitz County Youth Jail end their contract (which they did February 2021) and have helped lead a campaign in tandem with the Shutdown Coalition to close—and bring justice to those detained by ICE inside Washington’s only remaining for-profit private detention facility: the Northwest Detention Center (NWDC) in Tacoma. In particular I have been organizing with La Resistencia, and undocumented-led resistance group made up of leaders who themselves were detained by ICE. La Resistencia has fought hard to shutdown NWDC and in April 2021 we celebrated a major victory when Governor Inslee signed HB1090 to ban for-profit private prisons and detention facilities in Washington State—effectively shutting down NWDC when their contract expires in 2025—into law.

I got more involved with La Resistencia after an arduous journey battling NWDC. In August of 2020 I encouraged my family—through an organization called Every Last One—to become the sponsors for (at that time, soon to be 18 year-old) youth who has been held in ICE detention for over 2 years. He was expected to be bonded out on his 18th to join our family because Cowlitz County Youth Jail didn’t allow adults. However, we were shocked when he was instead transferred to adult ICE detention at NWDC where he remained until April 2021, caged despite multiple legal actions. He finally could not take detention any longer and asked to be deported and face potential violence than continue to be caged inside. Over the course of the many months I led a campaign to free my hermanito, working with La Resistencia and other groups part of the #ShutdownNWDC coalition, to develop calls to action and community engagement and try to #FreeThemAll. We now have worked to resettle him in his home country. I continue to provide social media support for La Resistencia. The final aspect of my advocacy is ensuring strong mutually supportive communities. Here in Bingen and when I was in Seattle I spent most weekends at the local food pantries volunteering. I help with warehousing/inventory and restocking and in Seattle: delivering groceries to low-income households. I was part of Peddling Relief in Seattle which uses bikes outfitted with paneers or trailers to transport groceries and food items to and from food banks, community gardens and spaces, homes receiving food assistance, and Little Free Pantries. (Think of it like Meals on BIKE Wheels). I want to bring something similar to our community. I volunteer with the Red Cross for Blood Drives, Vaccinations, and informational sessions. I also during wildfire season headed to Portland to be at emergency smoke and heat shelters for folks experiencing houslessness. I worked with the houseless community and provided food relief in Seattle and in Portland during the occupation by the Feds in August 2020 and the community response occupations in Capitol Hill.

I got involved with humanitarian work for the first time in 2016 when I traveled to central Greece to work at a Syrian refugee camp. I spent 4 months feeling like I was really helping people; distributing food and water, helping construct clinics and schools, meeting people and hearing their stories. Humanitarian work is one of the few forms of action (ie. political, NVDA, etc.) that I truly feel impactful. When I got back to the U.S. I spent the months afterward presenting to local communities here in Washington, and I became more focused on the Climate Crisis.

Tying in with my climate justice work, I see community development and food sovereignty as a tool to empower communities, drive health and wellbeing, and restore natural harmony and prosperity. In Seattle I regularly volunteer on urban farms, helping to turn compost and cultivate the soil for BIPOC led farmers to grow food for the community. With Ujamma Food Circle I volunteer helping pack food boxes to provide nutritious and environmentally sustainable food to the community with assistance for low-income households. Climate Resilience also means adaptation and mitigation. I

am exploring ways to use climate adaptation strategies for land use in our area, such as restoration work that reduces vehicle use, restores our ecosystem, and sequesters carbon on private lands.

Although I'm a young white heterosexual male so personally I face little marginalization, I would greatly appreciate the opportunity to advocate for marginalized and silenced communities in area. I encourage great diversity in this city lab board, but I think I can offer the perspective of the youth and represent many of the concerns of climate injustices and help frame discussions around how to sustainably develop and center frontline communities.

Thanks so much,

Peter Fink (503) 752 5170

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*Help stop the spread of COVID-19 by getting vaccinated. The vaccine can keep you from getting and spreading the virus that causes COVID-19. Appointments can be [scheduled online](#) with the Klickitat County Health Department.*

**Marla Keethler** | she/her/hers  
**Mayor, City of White Salmon**  
100 N Main Ave - PO Box 2139  
White Salmon, WA 98672  
Cell: (509) 774-7491  
**[Visit our website](#)**

*Per WA State Public Records law, all communications through this email will be retained and may be subject to public records request disclosure.*

May 15, 2021

Mayor Keethler, Clerk Treasurer Jan Brending, and White Salmon City Council,

I am writing to express my interest in joining the White Salmon City Lab Board. I am a White Salmon resident and committed advocate for equity and inclusion, as well as climate resiliency, in the Columbia River Gorge.

I currently serve as Operations Director for a Circles International, which provides consultancy services in leadership development, resilience, and diversity, equity and inclusion for private companies like Apple, public health departments in the United States, public colleges and universities in the United States, and healthcare and social justice organizations. Outside of that work, I work as a consultant for local nonprofit CultureSeed, building the operational and systems infrastructure for their work with under-resourced and underserved communities here in Klickitat County.

My prior work experience includes environmental risk assessment consulting for USAID, solar finance portfolio management with Wunder Capital, socially-responsible investment management with Kiva.org, and program management for the Social Change Leadership Network funded by the Ford Foundation. Working in international and diverse communities, and with stakeholders with often divergent interests, has been as central to my career as advocating for climate resiliency.

In my free time, I have volunteered with local community organizing groups like the Columbia Gorge Climate Action Network, including our work on the Climate Crisis Resolution recently adopted by the City of White Salmon. Together with my partner Peter and dog Ralph, we also enjoy spending our time hiking, biking, skiing, gardening, and endlessly working on our early-1900s farmhouse in beautiful downtown White Salmon.

I would welcome the opportunity to play an active role in the City Lab Board, and believe my work experience, technical expertise, and work on the Climate Crisis Resolution are evidence of the value and active role I could bring to the Board.

Thank you in advance for your consideration, and I welcome any questions you may have.

Kind regards,

Kate Bennett





# KATHLEEN BENNETT

## Languages

Business: English, Spanish  
Basic: Portuguese

## Software

Google Suite  
Squarespace  
Wordpress  
Hubspot  
Monday.com  
Salesforce  
Insightly  
Wave  
Zapier  
Microsoft Office  
Strata

## EXPERIENCE

### **Director of Operations, Circles International**

White Salmon, WA — 2020- 2021

*Oversee strategy, finance, systems, project management, human resources, M&E for consulting startup focused on leadership development and **diversity, equity and inclusion***

- Systems: implementation of CRM, project management software, and impact monitoring
- Strategy: growth and business strategy for consulting clients and Circles programs
- Finance: financial projections & strategy, ongoing bookkeeping & tax management
- Human resources: hiring strategy and planning, interviewing & invoice management
- Development: grant applications and strategic partnerships

### **Operations and Systems Consultant, CultureSeed**

White Salmon, WA — 2020- 2021

*Consultant for **nonprofit serving underserved and under-resourced communities in Klickitat County***

- Development and implementation of organization-wide operations and systems infrastructure, including:
  - Accounting and finance tracking and project management software
  - Project management, systems, and training procedures of Klickitat County Mentorship Program as well as organization-wide human resources function
  - Development and implementation of codified risk management structure

### **Environmental Impact Analysis Consultant, USAID**

Quito, Ecuador — 2012- 2013

*Consultant for USAID's Global Environmental Management Support Consortium*

- Environmental monitoring and evaluation of \$2 billion USAID project portfolio
- Design and testing of social and environmental indicators for USAID DCHA Bureau
- Design and management of online compliance reporting database for internal/external USAID/implementing partner staff

### **Clean Energy Finance Project Manager, Wunder Capital**

Boulder, Colorado — 2018 - 2019

*Project management for United States commercial solar investment team.*

- Implemented project management software to streamline analysts' and directors' work, increasing efficiencies by 600%
- Evaluation of offtaker credit, modelling of system production estimates and cash flows, performance of project diligence, and structure of financing packages

### **Senior Portfolio Manager, Kiva Microfunds**

Quito, Ecuador / San Francisco, CA / Portland, OR — 2013 - 2018

*Strategic project management & portfolio management for impact investing nonprofit.*

- Concept and strategy for "Climate Smart" portfolio; including climate resilience interventions and clean energy products, and research lead and sector point for development opportunities
- Execution of streamlined risk and impact monitoring procedures for portfolio team, including cloud-based data collection platform and in-field data verification procedures, increasing efficiencies 300%
- Drove regional portfolio growth of 40% and "high impact" portfolio from 6% to 50% of portfolio

## EDUCATION

### **New York University**

**B.A. Political Economy and Development, '09**  
**Graduate Certificate in Political Economy, '10**  
Dean's Honor List, Cum Laude  
President's Service Award  
Dean's Award for Graduating Seniors

**File Attachments for Item:**

C. Approval of Meeting Minutes - June 16, 2021



**DRAFT**  
**CITY OF WHITE SALMON**  
**City Council Regular Meeting – Wednesday, June 16, 2021**  
**Via Zoom Teleconference**

**Council and Administrative Personnel Present**

**Council Members:**

Jason Hartmann  
David Lindley  
Ashley Post  
Jim Ransier  
Joe Turkiewicz

**Staff Present:**

Marla Keethler, Mayor  
Stephanie Porter, Deputy Clerk  
Ken Woodrich, City Attorney  
Russ Avery, Operations Manager  
Bill Hunsaker, Building Official/Fire Chief  
Mike Hepner, Police Chief

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

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

There were 3 members of the public in attendance.

**II. Changes to the Agenda**

Marla Keethler made a request to add Authorization to Accept Funding Package from USDA Rural Development as Business Item D.

***Moved by Jason Hartmann. Seconded by Jim Ransier.***

***Motion to add Authorization to Accept Funding Package from USDA Rural Development as business item. CARRIED 5-0.***

**III. Consent Agenda**

- A. Task Order, Bell Design - Pool Demolition
- B. ~~Authorization to Accept COVID-19 American Rescue Plan Act Funds (\$751,187)~~ Moved to business item.
- C. Committee and Board Appointments
- D. Change Order No. 1 - Garfield Water Line Project (\$1720 increase in contract price)
- E. Authorization to Submit Local Records Grant/Technology Tools Grant (up to \$30,000)
- F. Farmer's Market Request, Hang Banners for Season
- G. Approval of Meeting Minutes – June 2, 2021
- H. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16<sup>th</sup> day of June, 2021.

Type	Date	From	To	Amount
Claims	6/16/2021	EFT	EFT	\$6,900.84



	6/16/2021	37174	37204	\$67,296.68
			<b>Claims Total</b>	<b>\$74,197.52</b>
<b>Payroll</b>	6/21/2021	EFT	EFT	\$70,722.15
			<b>Payroll Total</b>	<b>\$70,722.15</b>
			<b>Manual Total</b>	<b>\$0</b>
			<b>Total All Vouchers</b>	<b>\$144,919.67</b>

Ashley Post requested that consent agenda item Authorization to Accept COVID-19 American Rescue Plan Act Funds (\$751,187) be moved to business item.

***Moved by Ashley Post. Seconded by Jim Ransier.***

***Motion to move consent agenda item Authorization to Accept COVID-19 American Rescue Plan Act Funds (\$751,187) to business items. CARRIED 5-0.***

***Roll call vote was taken to approve the consent agenda with changes with all yes, but no motion or second was made (to be ratified at next council meeting).***

#### IV. Public Comment

***Robert Finlay, White Salmon Resident*** commented by email regarding compression brakes being used throughout the city. He said they are disruptive and incredibly noisy. Finley requested the council look at stronger restrictions and better enforcement for the city limits. He requested that if there is a danger to pedestrians that the city should look at banning trucks from city streets all together and suggest they reroute the Alternate Highway 141.

***Archer Mayo, Klickitat County Resident*** commented by email, requesting that both White Salmon Mayor Marla Keethler and Bingen Mayor Betty Barnes, write a letter to the Washington Department of Transportation regarding the need to redesign the Roland Lake intersection. He said his son was in an accident at that intersection with accidents occurring almost weekly this year, including a massive truck almost rolling into the lake. Mayo said he has also written to Jamie Herrera Butler and encouraged her to do the same.

#### V. Presentations

##### A. Pride Heritage Month presentation by Charlie Buss

Charlie Buss shared information on PRIDE activities going on in the Gorge area. They shared their experience as a member of the LGBTQIA community.

#### VI. Business Items

##### A. Right-of-Way Permit, Margaret Richmond, 173 NE Wauna

Joe Turkiewicz, Council Member, said he saw the legal description provided by Landerholm included neighboring properties but should only include City Right-of-way.

Ken Woodrich, City Attorney said that should be corrected before any approval of the permit.

Joe Turkiewicz, Council Member said he is recusing himself from the Right-of-Way Permit Application agenda item because he had previously filed a 2017 public nuisance lawsuit related to the applicant's encroachment into the right-of-way. He turned off his video and microphone at the beginning of the discussion at 6:26pm.

Ken Woodrich, City Attorney presented the staff report and provided background on the issue including the encroachment being an existing issue since the early 1950s. He noted Exhibit A will need to be corrected to show only city right-of-way properties. Woodrich said that this code was not designed to address this particular type of issue. He said that the duration of the permit of 10 years was requested by the applicant, but that can be changed by council. Woodrich said the applicant also requested that the permit be assignable which is not allowed by the current city code. He said that in his opinion, council could approve this permit within the code without issue.

Ashley Post, Council Member said there was a discrepancy between the staff report and the applicant's legal representative regarding there being sufficient room in the alley for larger vehicles including emergency vehicles.

Bill Hunsaker, Building Official/Fire Chief said that the alley is a narrow 14 feet wide and a fire truck, including the mirrors, is 11 feet wide. He said the reason the alley meets the standard is because it is encroaching onto the property to the west. He said the current minimum standard for an alley is 15-20 feet.

Ken Woodrich, City Attorney said that because it is a preexisting alley that predates our code, it would not be subject to the minimum standards.

Jim Ransier, Council Member asked what would happen if the property owners to the west wanted to build a fence on their property line.

Ken Woodrich, City Attorney said they probably would not be able to because the encroachment on their property has been happening for more than 10 years and their right to maintain a fence would be questionable. He proposed that the permit as presented is not revocable unless the use of the property is changed, the building is expanded, or the structure is destroyed.

David Lindley, Council Member said he is struggling with the duration of the permit and the request for it to be assignable since it only benefits one resident. He said it is questionable since the city does not know what the future needs may be for that area. Lindley said that because this encroachment has been there for a long time, it does not necessarily mean it should continue.

Ken Woodrich, City Attorney said that issues of encroachment are typically resolved during the building and permitting process where the city verifies a building is on the

owner's property. He said it is unknown what the city allowed at the time the building was established.

David Lindley, Council Member asked if this is the only option to resolve the issue of the encroachment.

Ken Woodrich, City Attorney said that the council can make any changes to the terms of the application or deny it all together.

Jason Hartmann, Council Member said that the amount of time the encroachment has existed is addressed in RCW 7.48.170 which says that if it is considered a nuisance there is no time that supersedes the need to abate the nuisance. He said the city should be pursuing the process lined out in WSMC 8.07.060 which addresses a level 2 cooperative abatement. Hartmann said a home encroaching on the city right-of-way fits the description of a nuisance and he believes that the city would be better served, and better protected from potential legal actions, if the issue was addressed as a nuisance. He read WSMC 12.02.001 defining the purpose of the code. He said that he believes that this application if allowed would violate all the purposes defined in the code. Hartmann said he believes the action the city should take is to declare the encroachment of the house into the city right-of-way a nuisance and pursue a cooperative abatement agreement. He said that 20 years is too long for resolution, but that the city should work with the property owner. Hartmann said the cooperative abatement agreement would have better accountability measures with specific steps that the city and the applicant would take to remedy the situation.

Ken Woodrich, City Attorney said that this application was submitted as part of an abatement to remove the nuisance. He said the right-of-way permit is a way to resolve the encroachment issue. Woodrich said this is one way to resolve it, but staff can research other options.

Marla Keethler, Mayor said that the staff report is used to provide the council the knowledge of the situation. She said there is a broad range of options the council can look at to resolve the issue.

David Lindley, Council Member said that his main issue is that the duration of the permit seems to suggest that the city is not motivated to remedy the situation.

Ashley Post, Council Member asked if there is an assumption that at the end of the permit and renewal time of 20 years has passed that the structure would be removed or will the permit application process repeat again.

Ken Woodrich, City Attorney said assuming the use of the structure does not change, or the structure is not destroyed during the time of the permit, the structure would have to be removed when the permit expires.



Jim Ransier, Council Member said because the structure is not currently inhabited as a residential unit, it may be a good time for the city to look into a quicker resolution.

Bill Hunsaker, Building Official/Fire Chief said that the structure is in a commercial zoned district and is currently a non-conforming use.

Ken Woodrich, City Attorney said that if the structure is not being used for the non-conforming use, which in this case is residential, they will lose their non-conforming use status with the city.

Jason Hartmann, Council Member said he strongly advocating that rather than a permit, the council talk about a cooperative abatement. He said if the council allows this permit it will start a slippery slope of other property owners expecting the same.

Ken Woodrich, City Attorney suggested the council take no action at this time. He suggested giving city staff time to review and research other options.

**Council requested that staff research other options. No action was taken.**

Joe Turkiewicz, Council Member rejoined the council meeting at 7:14pm.

**B. Employment Agreement Amendment, Bill Hunsaker, Building Inspector/Code Enforcement Officer**

Stephanie Porter, Deputy Clerk reviewed the information provided in the staff agenda regarding the proposed amendments to two (2) employment agreements providing four (4) weeks of vacation leave after five (5) years of employment and setting a forty (40) hour maximum carryover for each year.

***Moved by Jim Ransier. Seconded by Jason Hartmann.***

***Motion to approve Employment Agreement Amendment for Building Inspector/Code Enforcement Officer. CARRIED 5-0.***

**C. Employment Agreement Amendment, Russ Avery, Public Works Operations Manager**

***Moved by Jason Hartmann. Seconded by Ashley Post.***

***Motion to approve Employment Agreement Amendment for Public Works Operations Manager. CARRIED 5-0.***

**D. Accept Funding Package from USDA Rural Development**

Marla Keethler, Mayor presented the USDA Rural Development Loan information.

David Lindley, Council Member acknowledged the great job by staff to secure a close to one-million-dollar grant.

**Moved by Jason Hartmann. Seconded by David Lindley.**

**Motion to authorize the Mayor to accept a funding package from USDA Rural Development in the amount of \$2,333,000 loan for 40 years with an interest rate of 1.75% and a grant in the amount of \$999,000 with a city match of \$150,500. CARRIED 5-0.**

**E. Authorization to Accept COVID-19 American Rescue Plan Act Funds (\$751,187)**

Ashley Post, Council Member asked for clarification of how the funds could be used. She said she is specifically looking for any funds that would be allowed to be used for Parks.

Marla Keethler, Mayor said that the guidelines are still being developed. She said the Personnel and Finance Committee will discuss potential uses for the funds.

**Moved by Jason Hartmann. Seconded by David Lindley.**

**Motion to authorize the Mayor to sign acceptance of COVID-19 American Rescue Plan Act Funds in the amount of \$751,187. CARRIED 5-0.**

**VII. Reports and Communications**

**A. Department Heads**

**Mike Hepner, Police Chief** said he wanted to clarify that the public comment from Robert Finlay regarding the use of compression brakes came in during his vacation. He said he spoke with Mr. Finlay directly when he returned. Hepner said law enforcement is not always black and white and he will always choose public safety over a noise complaint. He said he contacts companies directly when they seem to use compression brakes unnecessarily. Hepner said he makes a point to return all calls made to him.

Bill Hunsaker, Building Official/Fire Chief said he thought the laws had been changed.

Mike Hepner, Police Chief said he will check into that.

**Bill Hunsaker, Building Official/Fire Chief** thanked the council for approving his contract revision.

**Russ Avery, Public Works Operations Manager** said Artistic Excavation will be starting the work on Garfield. He said they are digging trenches and filling potholes this week and will begin the waterline work next week.

Ashley Post, Council Member asked about the status of the park restrooms.

Russ Avery, Public Works Operation Manager said that there is another 2 weeks to allow the concrete to cure.

**Stephanie Porter, Deputy Clerk** said staff has begun moving street files and records into the new file room. She said she is excited about the potential grant to purchase a new large-scale copier to help with public records management.

**B. Council Members**

**Jim Ransier, Council Member** said the Community Development was cancelled this month but will meet next month.

**Jason Hartmann, Council Member** said the City Operations Committee met and discussed mostly park plan information.

**Ashley Post, Council Member** said she has been approached by a few community members that are interested in helping to replace the park equipment in Rheingarten Park. She said she had hoped that some of the American Rescue Act Plan Funds could be used for parks, but it looks like that will not be an option. Post said there was discussion of possibly replacing the existing equipment potentially before the Park Plan update is completed. She said they discussed the potential for completing the park updates in phases.

Ashley Post, Council Member said the Tree Board met and discussed the Heritage Tree Ordinance. She said the progress has been slow because they are trying to balance the importance of Heritage Trees while keeping in mind other goals of the city such as housing, specifically high-density housing.

**David Lindley, Council Member** said he is not fond of the current Heritage Tree Ordinance but he agrees with Ashley that it is a challenge to find the balance.

Marla Keethler, Mayor said that she has seen in other communities rather than an agreement to replace removed trees, the city would collect a fee that would go towards a green space fund.

**Joe Turkiewicz, Council Member** said he has heard some community concerns about the changes to short term rentals. He said he anticipates a few community letters for the next meeting.

**C. Mayor**

**Marla Keethler, Mayor** said the discussion with Department of Natural Resources (DNR) regarding the easement on Buck Creek are still at a healthy back and forth. She said they are hoping to plan a site visit with DNR staff and Gina Mosbrucker in July. Keethler said at a future council meeting during reports there will be a workshop on Tax Increment Financing. She said that she would like to hear any additional topics of interest for future meetings.

Keethler said there will be a 4<sup>th</sup> of July parade and music in the park this year in Rheingarten Park.

Keethler said she will be hosting a city booth at the Comunidades Vaccine Clinic. She said she will be providing an updated city brochure and hopes to make some



connections with residents and community groups getting information about city services to a potentially unreached population of White Salmon residents.

Keethler said the Lodging Tax Advisory Committee was seated during the consent agenda. She said Joe Turkiewicz is the councilor on that committee which will meet in the near term to set procedures and processes. Keethler said later this year the council will award some of the initial grants from the revenue the city has received.

Keethler reminded council that City Action Days is next week and encouraged councilors to reach out to Jan Brending if they want to attend. She also said she has a video of the housing seminar she attended last week if any councilor is interested in watching it.

Keethler discussed the updates to the council chambers that will allow a hybrid meeting model. She said the first in-person council meeting will be July 7, 2021. Keethler said councilors will have the option to attend in person or by zoom, which ever they are most comfortable with.

Jim Ransier, Council Member said that the Farmers Market is happening in the park. He said the one this week was great, it seemed even better than before COVID. He recommended with the Farmers Market and the 4<sup>th</sup> of July Parade and Music in the Park that the city may want to provide a few more porta-potties until the park bathrooms are completed.

Marla Keethler said thank you to David Lindley for helping with interviews this week for the Land Use Planner position. She said that the city has identified a strong candidate and is optimistic about filling the position.

**VIII. Executive Session**

There was no Executive Session.

**IX. Adjournment**

The meeting adjourned at 8:00p.m.

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Marla Keethler, Mayor

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Jan Brending, Clerk Treasurer

**File Attachments for Item:**

D. Approval of Meeting Minutes - June 23, 2021



**DRAFT**  
**CITY OF WHITE SALMON**  
**City Council Special Meeting – Wednesday, June 23, 2021**  
**(Joint Meeting with City Planning Commission)**  
**Via Zoom Teleconference**

**Council and Administrative Personnel Present**

**Council Members:**

Jason Hartmann  
Jim Ransier  
Joe Turkiewicz

**Staff Present:**

Marla Keethler, Mayor  
Jan Brending, Clerk Treasurer  
Erika Castro Guzman, Permit Technician

**Planning Commissioners:**

Greg Hohensee  
Seth Gilchrist  
Ross Henry  
Tom Stevenson  
Michael Morneault

**Consultants:**

Scott Keillor  
Ethan Spoo

**I. Call to Order**

Greg Hohensee, Chair for the Planning Commission called the meeting to order at 5:30 p.m. Erika Castro-Guzman called roll. Council Members David Lindley and Ashley Post were not present.

**II. Presentation**

Scott Keillor and Ethan Spoo with WSP and Jan Brending, Clerk Treasurer presented information to the city council and planning commission regarding the draft comprehensive plan. Information was presented about the process that has resulted in the draft plan and the goals for each element. Staff also reviewed the proposed land use designation map.

Staff noted that the first of two formal public hearings will be held before the planning commission tonight and the second will be held before the city council on July 7<sup>th</sup> or 14<sup>th</sup> depending on when the planning commission finalizes its review of the draft plan.

Council members left at the end of the presentation.

**IX. Adjournment**

The joint meeting adjourned at 6:22 p.m.

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Marla Keethler, Mayor

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Jan Brending, Clerk Treasurer



**File Attachments for Item:**

A. Ratify June 16, 2021 Consent Agenda

1. Presentation and Discussion

2. Action



## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: July 7, 2021  
Agenda Item: Ratify Approval of June 16, 2021 Consent Agenda  
Presented By: Jan Brending, Clerk Treasurer

### Action Required

Ratify approval of June 16, 2021 Consent Agenda

### Proposed Motion

Ratify the approval of the June 16, 2021 consent agenda which included the following items:

- A. Task Order, Bell Design - Pool Demolition
- B. ~~Authorization to Accept COVID-19 American Rescue Plan Act Funds (\$751,187)~~ Moved to business item.
- C. Committee and Board Appointments
- D. Change Order No. 1 - Garfield Water Line Project (\$1720 increase in contract price)
- E. Authorization to Submit Local Records Grant/Technology Tools Grant (up to \$30,000)
- F. Farmer's Market Request, Hang Banners for Season
- G. Approval of Meeting Minutes – June 2, 2021
- H. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16<sup>th</sup> day of June, 2021.

Type	Date	From	To	Amount
Claims	6/16/2021	EFT	EFT	\$6,900.84
	6/16/2021	37174	37204	\$67,296.68
			Claims Total	\$74,197.52
Payroll	6/21/2021	EFT	EFT	\$70,722.15
			Payroll Total	\$70,722.15
			Manual Total	\$0
			Total All Vouchers	\$144,919.67

### Explanation of Issue

It was determined after completing the meeting minutes and reviewing the video of the June 16, 2021 meeting that a motion and second was not made for approval of the June 16, 2021 consent agenda. A roll call vote was taken but no motion or second made. The council needs to ratify the decision at its July 7<sup>th</sup> meeting.

### Staff Recommendation

Staff recommends ratifying the approval of the June 16, 2021 consent agenda.

**File Attachments for Item:**

B. Employment Agreement, Brendan Conboy, Land Use Planner

1. Presentation and Discussion

2. Action



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## AGENDA MEMO

Needs Legal Review: Yes  
Meeting Date: July 7, 2021  
Agenda Item: Employment Agreement, Land Use Planner  
Presented By: Jan Brending, Clerk Treasurer

### Action Required

Approve employment agreement for land use planner position with Brendan Conboy.

### Proposed Motion

Approve employment agreement for land use planner position with Brendan Conboy.

### Explanation of Issue

The mayor offered the position of land use planner to Brendan Conboy, who has accepted the position. See signed job offer attached. The employment agreement matches the agreements for the clerk treasurer, building inspector/code enforcement officer and public works operations manager and includes the recent amendment language related to vacation leave. Also attached is the job description for the position.

### City Operations Committee and Staff Recommendation

Staff recommends approval of the employment agreement with Brendan Conboy for the land use planner position.

## **LAND USE PLANNER EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into the 7<sup>th</sup> day of July, 2021 by and between the City of White Salmon, Washington, Non- charter code city of the State of Washington ("Employer") and Brendan Conboy ("Employee").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

#### **SECTION 1. DUTIES:**

- A. City agrees to employ the services of Employee as Land Use Planner for the City.
- B.
  - 1. Under the general direction of the City Administrator, manage, administer and direct the day-to-day operations of the Land Use Planning Department.
  - 2. Provide policy advice to the City Administrator, Mayor, City Council and Planning Commission.
  - 3. Maintain open communications with the City Administrator, Mayor, Department Heads, City Council, Planning Commission, Staff and community to promote responsive and courteous public services.
- C. The Employee will report to and be supervised by the City Administrator.
- D. Employee agrees to accept employment and act as Land Use Planner (as outlined in the adopted job description attached to this agreement) for the City and to perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the State of Washington, the City as set forth in its Personnel Manual ("Manual") or otherwise according to the City Administrator's directives.
- E. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of Land Use Planner, or enter into a prohibited contract, as defined by Washington law.



## **SECTION 2. STATUS AND TERM:**

- A. Employee shall be employed for an indefinite term, commencing July 19, 2021, and shall serve at the pleasure of the Mayor. Employee shall be considered an “at-will” employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6 of this Agreement, the laws of the State of Washington, and City ordinances.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employment of the City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Administrator and Mayor. The term “employed” and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self employment, but shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee’s own time, and with the advance approval of the City Administrator and Mayor.

## **SECTION 3. SALARY:**

- A. City agrees to pay Employee a starting salary of \$73,445.16 (Step 45, Range 4) per annum for services, payable in equal installments at the same time as other employees of City. The City’s budget will contain all salary and benefit amounts.
- B. The parties agree that Employee shall receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee’s performance and not lower than the amount granted to other non-union City employees.
- C. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer’s compensation policy.

## **SECTION 4. BENEFITS:**

- A. Employee shall be entitled to 5 days (40 hours) of vacation on the commencement date of Employee’s employment. Upon commencing employment. The City encourages employees to take regular vacation time to stay refreshed and focused on their jobs. Employee shall accrue paid annual leave in equal monthly amounts of one hundred twenty (120) hours per year. Upon completion of five years of employment, the employee shall accrue paid annual leave in equal monthly amounts of one hundred sixty (160) hours per year. If the Employee is unable to

use all of their vacation leave in any calendar year, they may carry forward one week (40 hours) to the following years. There shall be no compensation for accrued and unused vacation leave at the end of each year without prior council approval. At termination, Employee shall be eligible for payout of unused vacation leave up to eight (80) hours. If personal hardship prevents the Employee from doing so, they shall apply to the City Council for an exception, provided the request is made prior to the January 1 deadline, and Employee proposes taking the excess vacation time during the first six (6) months of the following year.

- B. Employee shall be entitled to 5 days (40 hours) of sick leave on the commencement date of Employee's employment. Upon commencing employment, Employee shall accrue sick leave at the rate of one day per calendar month of employment. Employee may not accrue more than 1,000 hours of sick leave. In lieu of payment, Employee may elect to transfer some or all of Employee's excess sick leave to another employee who has medical need for additional sick leave.
- C. Employer shall provide medical, vision and dental coverage constant with the City's employee manual.

#### **SECTION 5. RETIREMENT:**

Employer shall enroll Employee in the Public Employee Retirement System of Washington ("PERS") and to make all appropriate contributions as required.

#### **SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY:**

- A. Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation.
- B. This agreement shall be terminated upon the death or permanent disability of the Employee.
- C. If Employee is terminated by City without cause (except as provided in paragraph D of this section) and during such time the Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee severance as described in paragraph E of this Section.
- D. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this Section:
  - 1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;

2. Conviction of any criminal act relating to or adversely affecting Employee's employment with the City;
  3. Conduct, relating to City employment, which, while not criminal in nature, violates the Manual or other reasonable standards of professional and personal conduct in some substantial manner, or that continues after written notice and a 30-day cure period; and
  4. Conviction of any felony offense.
- E. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee, as severance, a cash payment equal to six months of Employee's then current annual gross salary. Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.
- F. It is understood that after notice of termination or resignation in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause, Employee may request, and if requested, Employee shall be given, an opportunity for a public name clearing hearing with the Mayor and City Council.

#### **SECTION 7. HOURS OF WORK:**

It is expected that Employee will work at least 40 hours per week, Monday through Friday 8:00 a.m. to 5:00 p.m. However, It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed ten (10) hours of leave per month away from the office during normal office hours. Said hours will not be accumulative from month to month. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

#### **SECTION 8. PERFORMANCE EVALUATION:**

The City Administrator, with input from the Mayor, shall review and evaluate the performance of the Employee in six months after the date of employment followed by an annual review each year thereafter. At the date of employment the City Administrator will establish written goals for performance based on the goals and objectives set by Mayor and Council in their winter meeting. These standards will be shared with the Mayor and Council. Thereafter, the Employee's job performance will be evaluated against those goals by the City Administrator and the Employee and Human Resources Committee on an annual basis. The goals and objectives of the evaluations shall be reduced to writing.

Goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The annual review will also include a salary review.

**SECTION 9. PROFESSIONAL DEVELOPMENT:**

- A. City shall budget and pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in state and local associations and organizations, necessary for their continued professional participation, growth and advancement, to better serve the interests of City.
- B. As budgeted funds allow the City will pay the actual costs, including travel, lodging and meal expenses, associated with Employee's attendance at the annual conference and/or training to better serve the interests of City.

**SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

The Mayor, City Administrator and the City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulations rules and the Manual as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

IN WITNESS WHEREOF, The City of White Salmon has caused this Agreement to be signed and executed on its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**EMPLOYER:**  
**CITY OF WHITE SALMON**

**EMPLOYEE:**

\_\_\_\_\_  
**MARLA KEETHLER, MAYOR**

\_\_\_\_\_  
**BRENDAN CONBOY**

**ATTEST:**

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**JAN BRENDING, CLERK TREASURER**

\_\_\_\_\_  
**KENNETH B. WOODRICH, CITY ATTORNEY**

CITY OF WHITE SALMON  
JOB DESCRIPTION

**Position:** Land Use Planner  
**Department:** Planning Department  
**Reports To:** City Administrator/Public Works Director  
**Effective Date:** March 17, 2021  
**FLSA Status:** Exempt  
**Salary Range:** Step 45, Range 1-5 (\$62,704 - \$76,650 annually)

This is an exempt full-time salaried position and may work in excess of eight hours per day or 40 hours per week,

### **MAJOR FUNCTION AND PURPOSE**

The Land Use Planner performs professional work in the fields of current planning, long-range planning, environmental analysis and/or geographic information system. Responsibilities include timely and efficient processing of development applications, the preparation of studies and reports and the review and implementation of zoning regulations, land use, environmental, natural resources, transportation, and public facility elements. The position is responsible for providing accurate information to the public, employees of the City, and elected officials on many state and local code provisions, official land use maps, and other pertinent information. The position is responsible for accomplishment of tasks as assigned, strong communication skills with the public and employees and sound organization practices to assure optimum services to the community.

The position, as assigned by the City Administrator, may have final authority on certain land use decisions, including short subdivisions, shoreline permits or exemptions and SEPA. Responsible for applying thorough and full-scope knowledge of modern techniques and concepts of planning, requiring initiative, creativity, analysis and interpretation to create a motivating atmosphere.

### **SUPERVISION**

This position serves under the primary direction of the City Administrator/Public Works Director. The position supervises a part-time Permit Technician (the position is full time but shared with the Building Department and Finance Department).

### **ESSENTIAL JOB DUTIES AND RESPONSIBILITIES**

- Under general supervision of City Administrator, perform complex, highly technical current, long-range and comprehensive planning tasks for the City of White Salmon, in coordination with the Building Department.
- Provide technical and professional guidance to Planning staff.
- Interpret, maintain, update and implement the City's Comprehensive Plan.
- Reviews development proposals to ensure compliance and consistent with all applicable city and state rules and regulations.
- Acts as the City's representative to local, state and federal agencies involved in land use review.
- Reviews daily development permits to determine jurisdictional requirements and to ensure compliance and consistency with all applicable rules and regulations.



CITY OF WHITE SALMON  
JOB DESCRIPTION

- Reviews short plats, subdivisions and boundary line adjustments and other land divisions for compliance with all applicable regulations.
- Review relatively complex problems, issues and land use development situations and provides oral and written recommendations on such to staff and various advisory and elected boards.
- Provides written and oral reports for presentations to City Council, Planning Commission, Hearings Officer, etc.
- Assure development projects are in compliance with the City Comprehensive Plan and Land Development Standards and Regulations, policies and procedures, and coordinate with appropriate local, state and/or federal agencies.
- Serves as the primary contact for the public and outside agency inquiries regarding the City's development codes and/or current planning issues.
- Leads the development review process in assessing applications, environmental impacts and regulatory considerations associated with the subject property.
- Requires frequent contact with the City Council and Planning Commission, other City departments and the general public.
- Coordinates, develops, interprets, organizes, prepares and presents data and reports.
- Recommends improvement and modifications to appropriate city codes.
- Coordinates and participates in public engagement process and visioning efforts related to land use planning.
- Monitors and ensures compliance with local, state and federal laws related to land use planning.
- As appropriate, provides information and reports and/or advises the Mayor, City Administrator, City Council, Planning Commission, committees and the public.
- Serves as liaison and performs all necessary functions in support of the Planning Commission.
- Enforces current zoning, critical areas and resource lands, road and utility access, stormwater, shorelines and other related rules and development regulations.
- Conducts field investigations and inspects sites for compliance with regulations.
- Attends various civic and business meetings on behalf of the City.
- Attends night and weekend meetings and community events, when necessary.

**KNOWLEDGE, SKILLS AND ABILITIES**

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform the tasks, duties and responsibilities of this position successfully, the incumbent will possess the abilities and aptitudes to perform each duty proficiently. There shall be a six (6) month period in which these attributes must be demonstrated satisfactorily before permanent employment status is achieved. The Employee shall have:

- Working knowledge of commonly used terminology in the construction, planning and building fields; building and planning functions; permit processing; code procedures.
- Proficiency in the operation of computer equipment and knowledgeable of software programs necessary to meet the responsibilities, duties and tasks of this position.

CITY OF WHITE SALMON  
JOB DESCRIPTION

- Operational skills for all general office equipment including, but not necessarily limited to: photocopy machines, photo-scanning devices, ten key calculating instruments, telephone-intercom system, computer skills and software systems such as Windows, Microsoft Word, Excel, Outlook.
- Basic math skills, and the ability to research information and interpret city ordinances and codes within the realm of responsibility of this position.
- Demonstrated skills in communications, both written and oral, necessary to perform the duties, tasks, and responsibilities of this position, with the ability to handle stressful situations. Ability to communicate effectively orally and in writing with architects, contractors, developers, owners, supervisors, employees and the general public.
- Ability to establish effective working relationships with staff, clients, elected and appointed officials and the public.
- Knowledge of Washington State Growth Management Act (the City of White Salmon is a partially planning entity and is not fully subject to the GMA), State Environmental Policy Act, Shorelines Master Program and other related state statutes.
- Skill in providing excellent customer service, ability to communicate effectively to elected and appointed officials and the public.
- Effectively meet and work with the public under stressful conditions.
- Satisfactorily complete assigned tasks in a timely and efficient manner with little supervision.
- Establish and maintain time deadlines and to work under adverse and stressful working conditions.

### **WORKING CONDITIONS**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. The work environment will include office settings and out of doors assignments. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Fall hazards and trip hazards may be encountered in the course of conducting and performing various project field research, investigation, and inspection for duties and tasks responsible to this position. The employee must be aware of potential traffic hazards when performing certain field tasks and duties. Protective clothing may be required for completion of some job requirements, including safety equipment, safety vests, hard hats, and/or other protective equipment necessary to the performance of the project field tasks and duties.

### **CONTACTS AND RELATIONSHIPS**

The Land Use Planner will have contact with citizens of the community, planning groups and agencies, and with other work place associates. In the course of completing the required job tasks, duties, and responsibilities, the individual in this position will have contacts made in

CITY OF WHITE SALMON  
JOB DESCRIPTION

person, via telephone, computer, e-mail, or through written correspondence, which are for the primary purpose to provide or collect information.

**PHYSICAL REQUIREMENTS**

The physical demand described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Land Use Planner's work performance may require long periods of sitting, standing, stooping and/or reaching. This position may require lifting objects weighing more than twenty-five (25) pounds. Specific vision abilities required by this position include close vision and the ability to adjust focus. This position may be subject to uninvited verbal abuse at times from the public.

**REQUIRED QUALIFICATIONS**

***Education and Experience***

- Bachelor's degree in Land Use Planning, Public Administration, Public Policy, Community and Economic Development, or Geography.
- Three (3) years of experience in local land use planning including land use permitting and zoning application.

*Any combination of education and experience may be substituted, so long as it provides the desired skills, knowledge, and abilities to perform the essential functions of the job.*

***Certifications***

- Must possess a valid driver's license.

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

**The City of White Salmon is an equal opportunity employer and provider.**

**I have read and understand this job description.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## City of White Salmon Office of City Hall

June 15, 2021

Brendan Conboy  
177 N. H Street  
Salt Lake City UT 84103

Subject: Land Use Planner Position

Dear Brendan Conboy:

The City of White Salmon would like to offer you the position of land use planner. We are offering a starting salary at Step 45, Range 4 which is \$6,120.43 per month/\$73,445.16 annually.

### Vacation Leave

You will be entitled to 5 days (40 hours) of vacation on the commencement of your employment and shall accrue vacation leave at the rate of 15 days per year with a maximum accrual carryover of 40 hours each year. After 5 years vacation leave accrual would increase to 20 days per year.

### Sick Leave

You will be entitled to 40 hours of sick leave on the comment date of your employment and will accrue one day per calendar month with a maximum carryover of 1000 hours of sick leave.

### Hours of Work

You will be expected to work at least 40 hours per week, Monday through Friday 8:00 a.m. to 5:00 p.m. However, it is recognized that exempt employees devote time outside of the normal office hours on business for the city and exempt employees are allowed 10 hours of leave per month away from the office during normal office hours. These hours do not accrue month to month. The land use planner position is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

### Other Benefits

Employees receive paid holidays, currently at 10 holidays per year but will increase to 11 in 2022. Exempt employees receive 8 hours of personal time each year. This does not accrue year-to-year. The City provides health benefits – medical, vision, dental with the city paying 100% of employee costs and 80% of any dependent costs. In addition, employees participate in the Washington State Retirement System.

If you wish to accept this offer, we ask that you sign below and return to the city with an estimated start date. If you accept the offer, we will prepare an Employment Agreement for your signature.

We look forward to working with you in the future.

Sincerely,

Marla Keethler  
Mayor

Offer Accepted:

Brendan Conboy

Date Available to Start:

7/19

Dated Offer Accepted:

6/17

100 North Main Street PO Box 2139 White Salmon WA 98672

Office: (509) 493-1133 Web Site: [www.white-salmon.net](http://www.white-salmon.net)

The City of White Salmon is an equal opportunity employer and provider.