



**White Salmon City Council Meeting
A G E N D A
December 04, 2019 – 6:00 PM
220 NE Church, White Salmon WA 98672**

Call to Order and Presentation of the Flag

Roll Call

Comments

Changes to the Agenda

Business Items

1. Appointment of Planning Commissioners
 - a. Presentation and Discussion
 - b. Action
2. 2020 Budget, Ordinance 2019-12-1058, Adopting the 2020 Budget (additional budget documents are available in the "Supporting Documents" section on the city's webpage)
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action
3. Ordinance 2019-12-1052, Adopting WSMC 5.02 Short-Term Rentals
 - a. Presentation and Discussion
 - b. Action
4. Resolution 2019-12-493, Establishing Fee for Short-Term Rental Registration
 - a. Presentation and Discussion
 - b. Action
5. Council Chambers Audio System
 - a. Presentation and Discussion
 - b. Action
6. Interlocal Agreement - City of Bingen, ERUs
 - a. Presentation and Discussion
 - b. Action
7. Youth Center Services Agreement - Washington Gorge Action Programs
 - a. Presentation and Discussion
 - b. Action

Consent Agenda

8. Approval of Meeting Minutes - November 6, 2019
9. Approval of Meeting Minutes - November 20, 2019
10. Acceptance of October 2019 Budget Report
11. Subscription - BIAS Software
12. Approval of Vouchers

Department Head and Council Reports

Executive Session (if needed)

Adjournment

Item Attachment Documents:

1. Appointment of Planning Commissioners
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: No
Council Meeting Date: December 4, 2019
Agenda Item: Appointment of Planning commissioners
Presented By: David Poucher, Mayor

ACTION REQUIRED:

Council confirmation of appointment of two planning commissioners by the mayor.

PROPOSED MOTION:

1. Motion to confirm the appointment of Greg Hohensee to Planning Commissioner Position #1 (previously held by Anne Medenbach) which expired July 1, 2022.
2. Motion to confirm the appointment of Seth Gilchrest to Planning Commissioner Position #5 (currently held by David Lindley) which expires July 1, 2022.

Explanation of issue:

Anne Medenbach resigned from the Planning Commission on October 14, 2019. David Lindley's last day with the Planning Commission is December 11, 2019.

Planning commissioners are appointed by the Mayor and confirmed by the City Council.

The city advertised for Planning Commissioners via the city's website, notices in the newspaper and public postings. The city received three letters of interest from Greg Hohensee, Seth Gilchrist, and David Dierck. All three candidates were interviewed by a panel consisting of David Poucher, Marla Keethler and Erika Castro Guzman.

The recommendation of the panel and the Mayor's desire is to appoint Greg Hohensee to Planning Commissioner Position #1. He will be sworn in at the Planning Commission meeting on December 11th if confirmed by the city council.

The recommendation of the panel and the Mayor's desire is to appoint Seth Gilchrist to Planning Commissioner Position #5. He will be sworn in at the Planning Commission meeting on January 8, 2020 if confirmed by the city council.

Greg Hohensee

P.O. Box 352 White Salmon, WA 98672

ghohensee@gmail.com

509.281.1130

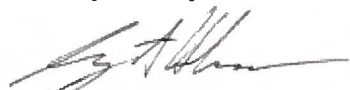
The Honorable David Poucher
Mayor of The City of White Salmon
PO Box 2139
White Salmon, WA 98672

November 8, 2019

Mayor Poucher,

I am extremely flattered that Anne Medenbach recommended me for a seat on the Planning Commission. It would be a privilege to serve, and I would enjoy the opportunity to work with the commission in guiding the City's growth and development under your leadership. I have volunteered and run civic and cultural events, aided in historic preservation, lead community and business development, and even drafted successful local legislation. I have served on the Pool Committee and was, until recently, the Pack Master of Cub Scout Pack 384. For the last two years, I have been a full time dad, and part time tinkerer. That time in the community has only grown my appreciation for the special place in which we live. I am sure I have a lot to learn about the planning process, but can assure you I will be an eager and dedicated commissioner.

Thank you for your consideration,



Greg Hohensee

Leading Organizations Developing Strategies Profitably Managing Change

Professional Profile

High performing operational leader that developed over \$7 million in profits in a 24 month period. A hands on learning style allows for a level of business analysis that goes beyond the balance sheet. Organization wide perspective provides the ability to build consensus and collaboration with all stakeholders. Aligning teams to make the Vision a reality.

Areas of Expertise

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> • Integrated Business Analysis • Strategic Planning • Resource Planning • Visionary Strategies • Organizational Alignment & Restructuring • Relationship Building • Sales Direction & Initiatives • Business Development | <ul style="list-style-type: none"> • Building Strategic Alliances • Mergers & Acquisitions • Negotiations • Budget Development • Capital Planning • Revenue Growth • Information Technology Initiatives • Change Management | <ul style="list-style-type: none"> • Logistics Management • Business Start-up • Operations Management • Product Analysis & Development • Coaching & Mentoring • Team Building • Community Builder • Training & Development |
|---|---|--|

Professional Highlights

Mid Columbia Producers, Inc. Moro, OR 3/10-2/17

Led strategic planning sessions that resulted in the company's **most profitable period of growth**. ❖ Planned, scheduled and led grower outreach meetings in a five county region, **communicated about all company divisions**. ❖ Prepared & presented monthly **updates to board** of directors. ❖ Assisted General Manager with **research and analysis** of potential acquisitions. ❖ Spearheaded customer outreach transition after acquisitions. ❖ **Led technology initiatives** including: eliminated paper in the boardroom, giving Directors more **visibility and access to information**; telecommunications system modernization; introduced smartphone technology as a collaboration tool; companywide changeover from Microsoft Office to Google Docs to manage company's growing geographic footprint; **created a database** for managing transactions, risk management tools and compliance; led a team investigating **new accounting software** that could properly integrate disparate business units. ❖ Developed training programs to onboard new staff in all aspects of the business. ❖ Created drafts of **legal contracts and documents** for approval by legal team for standard use in business. ❖ Managed tenants at leased facilities.

Seed Division Manager Mid Columbia Producers, Inc. Moro, OR 8/15-2/17

Planned multiyear agricultural production schedule and just in time logistics. ❖ In a system where the main facility only stored 3% of total throughput and annual sales exceeded system wide storage by 20%, the team received, processed and sold >500k bushels of seed in a 4 month period. ❖ **Hired all new staff**, trained and managed to function as productive members of a team. Imparted broad skill set necessary for a fast paced production environment with an emphasis on customer service, quality and safety. ❖ **Developed policies, procedures and systems** to improve processes and reduce errors in an Identity Preserved Certified Seed Facility over multiple generations of product. ❖ **Developed relationships** with other regional seed producers to create wholesale trading relationships and increase access to varieties. ❖ **Hosted international trade groups** to demonstrate why the Identity Preserved Certified Seed Program leads to a milling grain that is superior to anything available on the world market.

Fuel Division Manager Mid Columbia Producers, Inc. Moro, OR 3/10-8/15

Developed a local business from 1.5 FTE and 1.5 million gallons to 25 FTE and 45 million gallons, growing company profits by a total of **\$7 million over 3 years**. ❖ Secured **trade relationships** with major suppliers to provide greater access to markets, facilitating profitable growth. ❖ Ran a **risk**

management program for commodities consumers in both the physical markets and the New York Mercantile Exchange. ❖ Created **annual budgets** for a business with \$150 million in annual revenue and >\$300k in monthly expenses. ❖ Prepared **financial analysis and budgets** for equipment and **capital expenditures**, construction and acquisitions. ❖ Led team that identified, analyzed, **negotiated and acquired** three regional fuel businesses over a 2-year period. ❖ Managed **acquisition transition teams** that integrated culture, operations and accounting. ❖ Introduced group and individual staff meetings in order to **improve operational efficiency** in a company with multiple remote locations. ❖ Participated in a **successful lobby** against a City of Bend fuel tax that would have negatively affected business. ❖ Managed **supply and delivery logistics** for wholesale, retail and customer locations. ❖ Started a **wholly owned subsidiary** to manage fuel logistics, dissolved 2 years later when it had not met financial targets. ❖ Developed and managed an **inspection and maintenance program** that managed sites, vehicles and equipment necessary to deliver 45 million gallons throughout a 2 state distribution system. ❖ Developed and managed **safety and compliance program** to meet internal standards as well as compliance with State Fire Marshal, OSHA, DEQ and other regulatory agencies. ❖ Worked with State Fire Marshal to successfully pass annual site compliance and documentation audit for 20 facilities and over 5000 accounts. **Developed database** to streamline account audit.

Enterprise Facilitator WyEast RC&D, The Dalles, OR 2/08-3/10

❖ Worked with entrepreneurs to assess business viability, build a management team by **connecting with resources in their local community**, then with economic development agencies, and funding sources. ❖ Provided management coaching to create a project vision, formulate a strategy, and execute the plan to a successful business. ❖ Created and delivered **presentations to community groups, regional governments and economic development agencies** about project goals and results to maximize collaborative use of resources. ❖ **Developed training program** for a community resource network, including classroom and web based training for an all-volunteer board of 30+ members. ❖ Provided management team **systems that accurately tracked results** necessary for reporting to various grant agencies.

Early Career Notes

Owner, Hohensee Fine Furniture, Inc. Hunter, NY 9/96-7/08

Founded, operated and grew a successful furniture manufacturing business that worked closely with the Stickley Museum, Frank Lloyd Wright Conservancy, and the Roycrofters At Large Association.

Artisan, School House Gallery East Aurora, NY 6/89-8/96

Learned management and operation of a small business during a 7 year apprenticeship.

Consulting

New Business Unit Startup , Shadowbox Farms	Portland, OR	2017
Board Member , Washington State Crop Improvement Association	Pullman, WA	2016-2017
Board Member , Genetic Marketing Group	Walla Walla, WA	2015-2017
Strategic Planning , Mid Columbia Producers, Inc.	Moro, OR	2009-2010
Strategic Planning , Trout Unlimited	Bend, OR	2009
Business Planner , Black Bear Inn / Hotel Mountain Brook	Hunter, NY	2005-2007
Business Planner , Village Bistro	Tannersville, NY	2005
Project Manager , Woodlander's Gathering / Catskill Mountain Fnd.	Hunter, NY	2002
Project Manager , Mountain Culture Festival / Catskill Mountain Fdn.	Hunter, NY	2000-2002
Marketing Consultant , The Stickley Museum	Parsippany, NJ	1997-1998

Education

Sirolli Institute International , Enterprise Facilitation Training	2008
State University of New York at Fredonia , BS Biology Degree Program	1996

Seth Gilchrist
195 NW Cherry St
PO Box 387
White Salmon, WA, 98672

14 October, 2019

White Salmon Mayor's Office
White Salmon, WA

Re: Planning Commission seat

To whom it may concern,

I am writing to apply for the planning commission seat advertised on the City of White Salmon website. White Salmon has been a big part of my life for more than ten years. I first lived here in 2007 as an intern at Insitu, and ever since, my family has aimed to live and work in White Salmon permanently. Since that 2007 internship, my roots in White Salmon have only grown deeper. My parents retired to White Salmon in 2014, my brother has been in Cook/Underwood and BZ Corner for 15+ years, and three years ago my wife and I bought a home in the city with the goal of moving. We made the move last year and are now preparing to build a home within the city limits. We are here to stay and I am eager to participate in the development and growth of my community. I believe that the planning commission is a good fit for my interests and skills.

From the first time I visited White Salmon 15 years ago, I saw and felt the potential. The quaint downtown, the compact neighborhoods, parks and open spaces, the engaged community: all the components needed to build a livable, walkable, and inclusive community. As an engineer, I view these components as pieces of a puzzle, one that if assembled correctly becomes more than the sum of its parts. My engineering background also affords me relevant skills. I have a technical background and can read and review technical drawings, surveys, and technical documents. I have experience presenting, having won multiple awards for conference presentations and teaching excellence, and have written multiple grants and academic papers. Communication is an important part of any civic position, and for the Planning Commission, the ability to communicate clearly about technical matters will be a particular asset.

I aspire to create and live in a close-knit, walkable community that is safe for my family and an attraction for others, and I believe that this goal is largely shared by my neighbors. I would enjoy the opportunity to help this community grow into that vision and promise that I'd give the process and decisions all the time and energy they deserve.

Regards,



Seth Gilchrist

Seth Gilchrist

Mechanical and Software Engineer

Mechanical and Software Engineer with experience in personnel and technical leadership, research, software development, and innovation. Interested in improving the City of White Salmon through community planning and structured development.

Experience

- 12/2018 to current Senior Applications Development Engineer – Seeq Inc
- Develop custom software to solve a variety of technical and workflow problems in process engineering.
 - Determine technical and implementation strategies for use of advanced analytical tools in time-series data.
 - Write and review software written in Python, C#, and Java.
 - Primary technical contact for Seeq's machine learning and advanced analytics application.
 - Work remotely for a company of 100+ employees.
- 08/2015 to 10/2018 Research Engineer – lululemon athletica
- Solved technical problems by applying engineering fundamentals and advanced analysis.
 - Developed product requirements and test procedures.
 - Mechanical design of custom test apparatus.
 - Developed commercialization plans with technology and textile suppliers.
 - Led the engineering team.
- 11/2014 to 08/2015 Engineering Manager – Encepta Corp
- Collected and analyzed data using custom apps & Python.
 - Developed tools and procedures for field data collection and quality assurance.
 - Led a team of local and remote engineers & technicians.
 - Organized work schedules and deployments, determined compensation and bonus, did performance reviews, and hired (and fired) technical personnel.

Education

- 2007 to 2013 PhD – Biomedical (Mechanical) Engineering
University of British Columbia, Vancouver, BC
- Experimental and apparatus design, instrumentation, data analysis, technical writing, project management, image analysis
- 2004 to 2006 Master of Applied Science – Mechanical Engineering
University of British Columbia, Vancouver, BC
- Fluid mechanics, experimental and apparatus design, data analysis, technical writing
- 1999 to 2003 Bachelor of Science – Mechanical Engineering
University of Wyoming, Laramie, WY

Information

Address

195 NW Cherry St.
PO Box 387
White Salmon, WA, 98672

Email

seth@sethgilchrist.com

Phone

+1-509-774-7099

Key Skills

Mechanical Design

Software Design

Experimental Design

Technical Writing and
Communication

Instrumentation

Data Analysis and Visualization

Python, C#, Java, and C++
Programming

Project and Team Management

Innovation Management

Hobbies

Flying (airplanes and gliders)

Mountain Biking

Hiking

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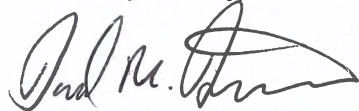
November 6, 2019

Honorable Mayor and City Staff,

I am most interested in serving my Community and City in the role of Planning Commission Member. I believe my current, successful business experience – Inn of the White Salmon LLC and my past role in Community Service – Marysville Fire District, will bring valuable tools to the Planning Commission.

Enclosed, you will find my resume'. I look forward to meeting soon, where we can take some time to discuss the position further. Should you have any questions, please feel free to reach out. Please note that I will away on travels December 6 – December 18, 2019.

Most respectfully,



David M. Dierck

Volunteer - Planning Commission Position #1

David M. Dierck
172 West Jewett Blvd.
White Salmon, WA 98672
(509-637-3769)
wildlandfirepro@aol.com

Objective: Seeking a volunteer position in the White Salmon Planning Commission where I can utilize my passion to serve.

Highlights of Qualifications

Wide experience working in community service operations and organizations
Sound knowledge of business practices and principles
Familiarity with sociocultural and political issues of our city
Proficient with organizational structures and working within regulations
Ability to attend scheduled and special meetings
Ability to work within a quasi-judicial framework

Professional Experience

Business Owner – Inn of the White Salmon LLC
May 2007 – Present

Responsible for profitability of business via strategical planning and forecasting
Monitoring and controlling expenses within budgets
Recruiting, training, and retention of employees

Marysville Fire District
June 1980 – October 2006

Progressive level of responsibility and authority during a career spanning 26 years.
Major roles and accomplishments include: Battalion Chief – Safety and Training,
NFPA Firefighter 1 & 2, NFPA Chief Officer, NFPA Training Instructor, NFPA Evaluator, NFPA
Incident Commander, Northwest Region Strike-Team and Task-Force Leader.

Special assignment: representing the City of Marysville Fire Department in development of a
Community Master Plan. In the role as Facilitator, responsibilities included coordination of
several citizen task groups from within the community and assisting with producing guiding
documents.

Item Attachment Documents:

2. 2020 Budget, Ordinance 2019-12-1058, Adopting the 2020 Budget (additional budget documents are available in the "Supporting Documents" section on the city's webpage)
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: Ordinance 2019-12-1058, Adopting 2020 Budget
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Adoption of Ordinance 2019-12-1058, Adopting the 2020 Budget.

PROPOSED MOTION:

Motion to adopt Ordinance 2019-12-1058, Adopting the 2020 Budget in the amount of \$13,410,977 less interfund transfers of \$580,024 for a total of \$12,830,953.

Explanation of issue:

Attached is proposed Ordinance 2019-12-1058 Adopting the 2020 Budget. Additional budget documents are provided on the city's webpage and at city hall that include the following:

- 2020 Budget Narrative
- 2020 Budget Summary with History
- 2020 Budget Line Item Detail

The following are the differences in the proposed 2020 budget from the budget as of November 26 compared to the budget presented at the November 6 and 20 city council meetings:

\$30,000	Park – Contractual Services to update Park Plan
\$10,000	Park – Miscellaneous to provide for entrance fees to Hood River Pool
\$20,000	Finance – Equipment to purchase new server and fire wall
\$6,000	Community Development – Youth Center to increase funding to \$12,000

In addition, the overhead cost allocation for Finance was changed due to the additions of above. This is reflected as income in the General Fund and expenditures in the Street, Water and Wastewater Funds.

The budget is balance and all ending cash balances exceed the requirements provided by the City's financial policies.

Staff Recommendation:

Staff and the Personnel and Finance Committee recommend adoption of Ordinance 2019-12-1058 Adopting the 2020 Budget.

CITY OF WHITE SALMON

ORDINANCE NO. 2019-12-1058

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF WHITE SALMON,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020**

WHEREAS, a proposed budget and estimate of amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City of White Salmon for the fiscal year ending December 31, 2020 and a notice was published that the City Council of White Salmon would meet on the 6th and 20th of November, 2020 and the 4th of December, 2019 at the hour of 6:00 p.m., at the City Council chambers for the purpose of making and adopting a budget for 2020 fiscal year and giving taxpayers within the city limits an opportunity to be heard regarding the budget; and

WHEREAS, the City of White Salmon did meet at the time and place and did then consider the matter of the proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by the law to be levied on the property within the City of White Salmon for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being necessary to carry on the government of the City of White Salmon for the fiscal year and being sufficient to meet the various needs of the City of White Salmon during the fiscal year.

NOW, THEREFORE, the City Council of the City of White Salmon does ordain as follows:

Section 1. The budget for the City of White Salmon, Washington for the fiscal year 2020 is hereby adopted in its final form and content as set forth in the 2020 Fiscal Year Budget, copies of which are on file in the Office of the Clerk Treasurer.

Section 2. Estimated resources, including cash balances for each separate fund of the City of White Salmon, for all such funds combined for the year 2020 are set forth in summary form below and are hereby appropriated for expenditure at the department level for the General Fund and at the fund level for all other funds during the year 2020 as set forth in the 2020 Fiscal Year Budget:

001 Current Expense

Beginning Cash	568,212
Revenue	2,334,754
Interfund Transfers In	65,087
Appropriations	2,421,551
Interfund Transfers Out	59,000
Ending Cash	487,502

101 Street Fund

Beginning Cash	94,660
Revenue	368,290
Interfund Transfers In	0
Appropriations	316,580
Interfund Transfers Out	0
Ending Cash	146,370

107 Pool Fund

Beginning Cash	47,046
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	47,046
Ending Cash	0

108 Municipal Capital Improvement Fund

Beginning Cash	203,075
Revenue	57,999
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	261,074

110 Fire Reserve

Beginning Cash	209,718
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	209,718

112 General Fund Reserve

Beginning Cash	315,449
Revenue	2,413
Interfund Transfers In	20,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	337,862

121 Police Vehicle Reserve Fund

Beginning Cash	114,227
Revenue	1,820
Interfund Transfers In	59,000
Appropriations	59,000
Interfund Transfers Out	0
Ending Cash	116,047

200 Unlimited GO Bond Fund

Beginning Cash	18,041
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	18,041
Ending Cash	0

307 New Pool Construction Fund	
Beginning Cash	2,564
Revenue	0
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	2,564
401 Water Fund	
Beginning Cash	376,417
Revenue	2,965,687
Interfund Transfers In	0
Appropriations	2,607,641
Interfund Transfers Out	427,757
Ending Cash	306,706
402 Wastewater Collection Fund	
Beginning Cash	252,186
Revenue	992,302
Interfund Transfers In	0
Appropriations	835,454
Interfund Transfers Out	28,180
Ending Cash	380,854
408 Water Reserve Fund	
Beginning Cash	150,994
Revenue	1,034
Interfund Transfers In	200,000
Appropriations	200,000
Interfund Transfers Out	0
Ending Cash	152,028
409 Wastewater Reserve Fund	
Beginning Cash	675,157
Revenue	4,868
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	680,025
412 Water Rights Acquisition Fund	
Beginning Cash	249,408
Revenue	160,556
Interfund Transfers In	0
Appropriations	123,985
Interfund Transfers Out	0
Ending Cash	285,979

413 Water Bond Redemption Fund	
Beginning Cash	15,624
Revenue	0
Interfund Transfers In	91,372
Appropriations	91,372
Interfund Transfers Out	0
Ending Cash	15,624
414 Wastewater Bond Redemption Fund	
Beginning Cash	11,440
Revenue	0
Interfund Transfers In	13,180
Appropriations	13,180
Interfund Transfers Out	0
Ending Cash	11,440
415 Water Bond Reserve Fund	
Beginning Cash	52,900
Revenue	505
Interfund Transfers In	16,385
Appropriations	0
Interfund Transfers Out	0
Ending Cash	69,790
416 Wastewater Bond Reserve Fund	
Beginning Cash	73,254
Revenue	851
Interfund Transfers In	0
Appropriations	0
Interfund Transfers Out	0
Ending Cash	74,105
417 Treatment Plant Reserve Fund	
Beginning Cash	543,062
Revenue	6,871
Interfund Transfers In	15,000
Appropriations	0
Interfund Transfers Out	0
Ending Cash	564,933
418 Waster Short Lived Asset Reserve Fund	
Beginning Cash	83,113
Revenue	0
Interfund Transfers In	100,000
Appropriations	100,000
Interfund Transfers Out	0
Ending Cash	83,113

420 USDA Rural Development – Jewett Water Main

Beginning Cash	0
Revenue	1,864,233
Interfund Transfers In	0
Appropriations	1,864,233
Interfund Transfers Out	0
Ending Cash	0

601 Remittances

Beginning Cash	0
Revenue	12,223
Interfund Transfers In	0
Appropriations	12,223
Interfund Transfers Out	0
Ending Cash	0

Total All Funds **13,410,977**

Less Interfund Transfers 580,024

Net Total **12,830,953**

Section 3. The City Clerk Treasurer is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance shall take effect and be in force on January 1, 2020.

Passed by the council and approved by the Mayor on this 4th day of December, 2019.

ATTEST:

David Poucher, Mayor

Jan Brending, Clerk Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Item Attachment Documents:

3. Ordinance 2019-12-1052, Adopting WSMC 5.02 Short-Term Rentals
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: Ordinance 2019-12-1052, Adopting WSMC 5.02 Short-Term Rentals
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Adoption of Ordinance 2019-12-1052, Adopting WSMC 5.02 Short-Term Rentals.

PROPOSED MOTION:

Motion to adopt Ordinance 2019-12-1052, Adopting White Salmon Municipal Code 5.02 Short-Term Rentals effective January 1, 2020.

Explanation of issue:

Attached is proposed Ordinance 2019-12-1052, Adopting White Salmon Municipal code 5.02 Short-Term Rentals. Staff and the Community Development Committee worked with City Attorney Ken Woodrich to make changes based on the discussion the city council had at the November 6 city council meeting.

Page 1, 2nd “whereas” clause has been changed to reflect that it the City’s intent to stipulate the terms of operation for short-term rentals versus that it is necessary to regulate short-term rentals.

Page 1, under 5.02.005 – Findings, intent and purpose. A. the word “finds” has been added to the sentence.

Page 2, the definition of “Short-Term Rental” has been modified to add language that exempts hotels, motels and bed and breakfast facilities.

Staff Recommendation:

Staff and the Community Development Committee recommend adoption of Ordinance 2019-12-1052, Adopting WSMC 5.02 Short-Term Rentals effective January 1, 2020.

**CITY OF WHITE SALMON
ORDINANCE 2019-09-1052**

**AN ORDINANCE ADOPTING WHITE SALMON MUNICIPAL CODE CHAPTER 5.02
SHORT-TERM RENTALS**

WHEREAS, the City is aware of the demand for short-term rentals in the community, particularly for vacation rentals; and

WHEREAS, for the life, health and safety of the potential occupants, property owners and neighbors, the City feels it is appropriate to stipulate the terms of operation of these rentals; and

WHEREAS, the City has approved a lodging tax for lodging businesses and requiring short-term rentals to pay an equivalent tax equalizes the tax structure for private and commercial lodging facilities.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON DO ORDAIN AS FOLLOWS:**

SECTION 1. White Salmon Municipal Code Chapter 5.02 Short-Term Rentals, is hereby adopted as follows:

Chapter 5.02, Short-Term Rentals

5.02.005 - Findings, intent and purpose.

- A. In the adoption of these regulations, the city finds that the rental of dwelling units and lodging units for less than thirty days is an important contributor to the comprehensive plan's tourism goal. The city also finds that these short-term rentals are part of an emerging market that has the potential to be incompatible with surrounding residential uses.
- B. The regulations below are intended to create a registration of short-term rentals that will:
 - 1. Determine the impact on the local economy;
 - 2. Reduce administrative burdens and barriers to entry;
 - 3. Ensure market fairness and taxation;

4. Protect guests; and
 5. Avoid unchecked neighborhood disruptions.
- C. This chapter provides an administrative framework for registering the annual operation of a short-term rental. A short-term rental permit is a limited permission to use property for short-term rental purposes. A permit may be modified or revoked if the standards of this chapter are not met.

5.02.010 - Definitions.

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

- A. "Contact Person." The owner or, if designated on the application for a permit, the management representative authorized to act for the owner.
- B. "Dwelling Unit." One or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing four or more of the following:
1. Refrigeration;
 2. Cooking facility (including cooking stove, hot plate, range hood, microwave, or similar appliance) or wiring or venting to support same;
 3. Dishwashing machine;
 4. Sink intended for meal preparation (not including a wet bar);
 5. Garbage disposal;
 6. Toilet;
 7. Shower or bathtub.
- C. "Local Area." All areas in the Washington counties of Clark, Klickitat and Skamania and the Oregon counties of Hood River, Wasco and Multnomah.
- D. "Lodging Unit." Bedrooms or sleeping facilities not meeting the criteria of a Dwelling Unit set forth in paragraph B, above.
- E. "Owner. The natural person or legal entity that owns and holds legal and/or equitable title to the property.
- F. "Remuneration. Compensation, money, rent or other bargained for consideration given in return for use, rent, or occupancy of a short-term rental.
- G. "Short-Term Rental." A dwelling unit or lodging unit for which an owner receives or seeks remuneration for use or occupancy for a period of less than thirty consecutive days per rental period. Businesses with current transient accommodation licenses (e.g. hotels, motels and bed and breakfasts) under RCW Ch. 70.62 are specifically exempted from this Chapter 5.02.

- H. "Short-Term Rental Permit or Permit." The regulatory permit required by WSMC 5.02.15 and described in this chapter.

5.02.015 – Short-term rental permit required.

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

5.02.020 - Application and fee.

- A. Application Required. An application for a short-term rental permit shall be completed and submitted to the city on a form provided by the city. The application shall be signed by the owner or contact person and contain the following information:
1. Owner Information. Owner's name, permanent residence address, telephone number, owner's mailing address, and the short-term rental address and telephone number.
 2. Contact Person Information. If the owner does not permanently reside in the local area or is not always available when the property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the short-term rental as set forth in WSMC 5.02.040(C).
 3. Tax Information. A statement of intent to collect and remit all taxes associated with the short-term rental.
 4. Inspection Access. A statement allowing the city reasonable access to the property for the purpose of reviewing the proposal for the health and safety requirements set forth in WSMC 5.02.040(D).
 5. Right to Publish Contact Information. A statement allowing the city to make owner and contact person phone numbers publicly available at City Hall.
 6. Neighborhood Notice. A statement of intent to notify neighbors as required by WSMC 5.02.040(A).
 7. Good Neighbor Guidelines. A statement of intent to provide the city-provided Good Neighbor Guidelines to guests of the short-term rental.
 8. Parking Diagram. A statement of intent to provide guests of the short-term rental with a diagram of parking spaces that are available to or intended for use by the short-term rental.

9. Liability Insurance. A statement of intent to provide liability insurance coverage as required by WSMC 5.02.040(G).
 10. Such other information as the city administrator or designee deems reasonably necessary to administer this chapter.
- B. Application Fee. Applications under this section shall be accompanied by a nonrefundable fee payable to the city in an amount established and periodically adjusted by city council resolution.
- C. Discretionary Fees. At the discretion of the city administrator or designee, the application fee may include the actual costs for labor, overhead, and expenses for outside consultant reviews and/or special inspections.

5.02.025 - Term of annual permit.

A short-term rental permit shall be issued for a period not to exceed one year, with its effective date running from the date the permit is issued to December 31st and may be renewed annually by the owner or contact person provided all applicable standards of this chapter are met.

5.02.030 - Permitting and renewal procedures.

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

- A. Application and Renewal Process. A person engaging in operation of a short-term rental who has not yet obtained a permit, or who is required to renew an existing operating permit, shall do so as follows:
1. Time for Application.
 - a. New Permits. For new short-term rental permits, it is the responsibility of the owner or contact person to apply for and receive a permit prior to operation of a short-term rental.
 - b. Existing Short-term rentals. A completed permit renewal application and renewal fee is due for all existing short-term rentals annually by December 31st.
 2. Notice. Prior to the December 31st annual due date, the city shall send notice of the need for a permit or expiration of a permit to the owner of any property for which an application is due as follows:
 - a. For the first permit required for any short-term rental in the city, it is the owner's obligation and responsibility to apply for a permit.

- b. For permit renewal, notice will be sent to the mailing and email addresses of the owner and contact person as provided to the city on the application.
- B. Permit Expiration. For renewals, upon expiration of a thirty-day late period commencing at the end of each calendar year, the ability to operate shall be conclusively presumed to be discontinued and the city will commence revocation of the permit pursuant to the procedures in WSMC 5.02.045.

5.02.035 - Criteria for approval and renewal of a permit.

- A. New Permit. Upon receipt of a complete application for a new short-term rental permit and payment of all required fees and after completing all required operational requirements of section 5.02.040, below, the city administrator or designee or designee will issue a short-term rental permit.
- B. Permit Renewal. Upon receipt of a complete application for renewal of a short-term rental permit and payment of all required fees, the city will review the application and available information to determine compliance with the operational requirements of WSMC 5.02.040. If not met, the city administrator or designee or designee will not renew the permit and the property shall not be used as a short-term rental. Alternatively, the city administrator may issue the permit subject to reasonable special operational standards.
- C. Owner's Role. The owner has the burden of proof to demonstrate compliance with each operational requirement and special standard placed on the short-term rental permit. Staff may verify evidence submitted and the applicant shall cooperate fully in any investigation.
- D. Appeals. A decision on a permit application or renewal may be appealed as provided in WSMC 5.02.055.

5.02.040 - Operational requirements.

- A. Notice to Neighbors. The owner or contact person shall provide a mailing or otherwise distribute by hand prior to the initial permit, a flier to all property owners of record and/or occupants of properties adjacent to and abutting the property permitted as a short-term rental. The notice shall include the permit number and the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the permit period, the new information must be mailed or distributed again.
- B. Public Availability. In addition, the city will make a registry publicly accessible within which any person can obtain the owner and contact person's name and telephone number. If the permanent contact information changes during the permit period, the new information must be provided to the city.

- C. Response to Complaints. The owner or contact person shall respond to neighborhood questions, concerns, or complaints in a reasonably timely manner depending on the circumstances.
1. Owner Responsibility. Reasonable initial inquiries or complaints related to the expectations set in the Good Neighbor Guidelines may first be made to the owner or contact person. However, it is not intended that the owner or contact person act as a peace officer or code enforcement officer of the city or put themselves in an at-risk situation. In such cases, the owner or contact person should contact the city to discuss resolution of the complaint.
 2. Complaint Log. The owner or contact person should maintain a record of complaints and the actions taken in response to the complaint, if relevant, in a manner reasonable to document the interaction. If kept, this record can then be made available for city inspection upon request.
 3. City Authority. If there is a failure to respond or a clearly inadequate response by the owner or contact person, a complaint may be submitted to the city on a form provided by the city, and the city will respond or investigate as needed. The city will first seek voluntary compliance or resolution, but if the city finds substantial evidence supports further action given the complaint(s), the city will follow the warning and revocation procedures set forth in WSMC 5.02.045.
 4. Records. On request and in compliance with the public records law, the city shall provide the owner and/or contact person with the information in the complaint.
 5. Grounds for Warning. Repeated failure of the owner or representative to timely and reasonably respond to a complaint(s) relayed by neighbors or city staff is considered grounds for a warning and potential revocation under WSMC 5.02.045. Repeated noise complaints regarding tenants may be grounds for a warning to the owner, if, in the reasonable judgment of the city administrator, the circumstances indicate the owner should be held responsible. Initiating a nuisance enforcement action under WSMC Ch. 8.70 may be grounds for a warning in the appropriate circumstances.
 6. Administrative Rules. The city administrator may establish administrative rules to interpret, clarify, carry out, and enforce the provisions of this chapter. A copy of such administrative rules shall be on file and made available at City Hall.
- D. Health and Safety. Every short-term rental permit shall be subject to inspection by the building official or designee at the city's discretion. The purpose of the inspection is to determine conformance with the Short-Term Rental Fire Safety Checklist (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.). It is the owner's responsibility to assure that deficiencies identified in the checklist are addressed and that

the short-term rental is and remains in substantial compliance with all applicable fire, building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.

- E. Taxation. The owner shall fully comply with all applicable city and state tax reporting and payment requirements, especially lodging taxes due to the city under WSMC 3.50 and retail sales and use taxes due under WSMC 3.04.
- F. Mandatory Postings. Important information related to the permitting and use of the short-term rental shall be displayed in a prominent location within the interior of the dwelling, either adjacent to the front door or in a highly visible rental binder. The information shall include:
 - 1. The short-term rental permit;
 - 2. Any special standards placed on the short-term rental permit;
 - 3. The property address;
 - 4. The name of the owner and contact person and a telephone number where the owner and contact person may be contacted;
 - 5. The parking diagram of the parking spaces available for use by the short-term rental. The parking diagram may include on-street parking areas, but on-street parking is not for the exclusive use of any home or short-term rental;
 - 6. The city-provided Good Neighbor Guidelines. Additionally, the city encourages all owners to incorporate the Good Neighbor Guidelines into the rental contract.
- G. Liability Insurance. The owner shall maintain liability insurance which expressly covers the property's use as a short-term rental.

5.02.045 - Revocation procedure.

- A. In addition to the penalties described in WSMC 5.02.050, the following provisions apply to violations of this chapter:
 - 1. Failure to renew a permit as set forth in WSMC 5.02.030 is grounds for revocation of the short-term rental permit.
 - 2. Failure to timely pay lodging or sales taxes required by WSMC 5.02.040(E) or to otherwise meet the operational requirements of WSMC 5.02.040 is grounds for revocation of the permit.
 - 3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for revocation of the permit.

4. Such other violations of this chapter of sufficient severity in the reasonable judgement of the city administrator, so as to provide reasonable grounds for revocation of the permit.
 5. Other violations of this chapter, including but not limited to city-initiated investigation/sustaining of complaints, shall be processed as follows:
 - a. For the first and second violations within a twelve-month period, the sanction shall be a warning notice.
 - b. If the same offense continues to occur or a third similar offense occurs at any time during a twelve-month period, the city may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.
- B. Notice of Decision/Appeal/Stay. If the short-term rental permit is updated or revoked as provided in this section, the city administrator or designee shall send written notice to the owner stating the basis for the decision. The notice shall provide a date that a short-term rental permit is to be revoked and shall be no earlier than 30 calendar days from the date of the notice. Provided, however, stays booked prior to the notice of permit revocation may be honored by the owner or manager unless the revocation was due in part to life, health or safety violations that pose a risk to the renters. The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The owner may appeal the city administrator's decision under the procedures set forth in WSMC 5.02.055. Upon receipt of an appeal, the city administrator or designee shall stay the update or revocation decision until the appeal has been finally determined by the city council.

5.02.050 - Violations—Penalties.

- A. In addition to the revocation procedures of WSMC 5.02.045, any person or owner who uses, or allows the use of, property in violation of this chapter is guilty of a class 1 civil infraction under RCW 7.80.120(1)(a) and is subject to fine or \$250 per violation. Each day a dwelling is used in violation of this chapter shall be considered a separate violation. Furthermore, the use is subject to abatement as a nuisance under WSMC Ch. 8.07.
- B. The following conduct also constitutes a violation of this chapter subject to punishment as Class I Civil Infraction:
 1. Renting or representing a dwelling unit or lodging unit as available for occupancy or rent as a short-term rental where the owner does not hold a valid permit issued under this chapter, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating permit;

2. Advertising or renting a short-term rental in a manner that does not comply with the standards of this chapter; and
3. Failure to comply with the operational requirements of WSMC 5.02.040.

5.02.055 - Violations—Penalties.

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

5.02.060 - Discontinuance of short-term rental occupancy.

- A. After Revocation. After a short-term rental permit has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a new permit is issued, and the owner of the property to which the permit applied and whose permit has been revoked shall not be eligible to reapply for a short-term rental permit for short-term rental on the same property for a period of 12 months from the date of revocation.
- B. After Expiration. If a short-term rental permit expires, the dwelling unit may not be used or occupied as a short-term rental. The owner of the property to which the permit applied

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

5.02.065 - Remedies not exclusive.

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

SECTION 2 – SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect January 1, 2020 following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 4th day of December, 2019.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Item Attachment Documents:

4. Resolution 2019-12-493, Establishing Fee for Short-Term Rental Registration
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: Resolution 2019-12-493, Establishing Fee for Short-Term Rental Registration
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Adoption of Resolution of 2019-12-493, Establishing Fee for Short-Term Rental Registration.

PROPOSED MOTION:

Motion to adopt Resolution 2019-12-493, Establishing Fee for Short-Term Rental Registration effective January 1, 2020.

Explanation of issue:

Attached is proposed Resolution 2019-12-493, Establishing Fee for Short-Term Rental Registration. The fee is \$75,00 annually. No changes have been made to the proposed resolution since November 6, 2019.

Staff Recommendation:

Staff and the Community Development Committee recommend adoption of Resolution 2019-12-493 establishing fee for short-term rental registration effective January 1, 2020.

RESOLUTION NO. 2019-12-493

**A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON
ESTABLISHING FEE FOR SHORT-TERM RENTAL REGISTRATION
PER WSMC 5.02.020**

WHEREAS, pursuant to WSMC 5.02 the City of White Salmon established a short-term rental registration process; and

WHEREAS, WSMC 5.02.020 requires the City of White Salmon to establish a nonrefundable fee for the registration application; and

NOW, THEREFORE, the City Council of the City of White Salmon, Washington does hereby **RESOLVE** as follows:

SECTION 1.

Effective January 1, 2020

Short-Term Rental Registration Application Fee. \$75.00 annually.

ADOPTED by the City Council of the City of White Salmon, Washington, at a special open public meeting thereof this 4th day of December, 2019.

David R. Poucher, Mayor

Attest:

Jan Brending, Clerk-Treasurer

Approved as to Form:

Kenneth Woodrich, City Attorney

Item Attachment Documents:

5. Council Chambers Audio System
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: City Council Chamber Audio System Options
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization to expend funds on updating the city council chamber audio system.

PROPOSED MOTION:

Motion to authorize the expenditure of \$20,000 to update the city council chamber audio system based on Radcomp's Quote 1.

Explanation of issue:

Attached are four quotes for replacement of the city council audio system provided by Radcomp based on the Shure system. Staff focused on Option 1 and 2 at this time. The main difference between Option 1 and 2 is that Option 2 provides a system to record (non-verbally votes made by the city council). As the council is required to vote verbally, staff does not feel it is necessary to spend funds on this feature.

Options 3 and 4 provide additional enhancements including a full wireless system in option 4. The wired system quoted in Option 1 and 2 can be easily moved to a new building in the future if necessary.

Option 1 provides a microphone and speaker at each council and staff seat plus a microphone at the podium. The existing speakers would be moved to the middle of the room focused on the audience. In addition, the system records directly into a recorder. The city's phone was plug into the system so that any individuals who call in will be able to hear everyone and everyone will be able to hear the callers. The system also can be used for "assisted listening" for hearing impaired.

I am working to set up a conferencing option either through software application like Zoom or by using a teleconferencing service (i.e. you call into a telephone number and provide a meeting identification number and are connected to the conference).

I have added approximately \$2,552 to the budget for incidental things that may come in during installation.

I believe the system proposed is going to be a significant improvement to the city council's meeting, particularly for individuals who need to participate by telephone.

If the council approves the expenditures, the 2019 budget will be amended to include this item. We will place the order immediately. However, it is not likely that it will be installed in time for the first meeting in January 2020. I am going to experiment (since we have at least once council member calling in) with moving the city's telephone conference speaker to the city council room for that meeting. Hopefully it will be an improvement over just using the telephone.

Staff Recommendation:

Staff recommends authorizing the expenditures of \$20,000 to update the city council chamber audio system based on Radcomp's Quote 1.



City of White Salmon

Replacement AV System - Option 1

Quote #046081

Version 1

RADCOMP Technologies
866-490-2426
136 N Main
PO Box 69
White Salmon, WA

● Scope of Work

At Radcomp Technologies:

- Order Equipment
- Stage equipment:
 - Install Microphones into PCU
 - Configure Chairman PCU
 - Test Audio through all systems
- Document hardware, create walkthrough on set up, usage, and tear down.
- Schedule on-site installation


At City of White Salmon (Council Meeting Room):

- Install into rack mount system:
 - DIS Control Unit
 - Listen Technologies DSP
 - Marantz Professional Recorder
- Place PCU's at needed locations
- Create custom cabling to each unit (Daisy Chain)
- Connect Audio to external speaker
- Test Audio though each unit and Assistive Listening Unit
- Provide training on usage to council members
- Document





Labor will be a one time charge of \$5075 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.

Prepared For
 City of White Salmon
 David Poucher
 PO Box 2139 100 N Main
 White Salmon, WA 98672
 mayor@ci.white-salmon.wa.us
 (509) 493-1133




Prepared By
 Stephen Scherling
 Phone: 866-490-2426 x256
 Email: stephens@gorad.com





Replacement AV System - Option 1 - #046081 v1

Hardware		Price	Qty	Extended
	Shure DIS-CCU Central Control Unit As a note: The DIS-CCU does not include the power supply. DIS-CCU-US does: https://www.shure.com/en-US/support/find-an-answer/does-dis-ccu-include-a-power-supply	\$1,850.00	1	\$1,850.00
	Shure Portable Conference Unit	\$338.00	17	\$5,746.00
	Shure 20 inch GOOSENECK MIC w/LED	\$158.00	17	\$2,686.00
	Bulk Network Cable - Cat 6 - Per Ft Bulk Network Cable	\$0.50	90	\$45.00

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.

Hardware		Price	Qty	Extended
	Shure Chairman Overlay for Portable Conference Unit	\$34.00	1	\$34.00
	Listen Technologies Assistive Listening DSP Value Package	\$799.00	1	\$799.00
	Marantz Professional 2-Channel / 2-Track Audio Recorder	\$349.00	1	\$349.00
Hardware Subtotal				\$11,509.00

Services		Price	Qty	Extended
	Labor will be a one time charge of \$5075 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.	\$5,075.00	1	\$5,075.00
Services Subtotal				\$5,075.00

Recap	Amount
Hardware	\$11,509.00
Services	\$5,075.00
Subtotal	\$16,584.00
Tax	\$863.18
Total	\$17,447.18

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 25% restocking fee on returned products, 35% on special orders, unless other arrangement have been made.

Signature _____

Date _____

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.



Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.



City of White Salmon

Replacement AV System - Option 2

Quote #046082

Version 1

RADCOMP Technologies
866-490-2426
136 N Main
PO Box 69
White Salmon, WA

● Scope of Work

At Radcomp Technologies:

- Order Equipment
- Stage equipment:
 - Install Microphones into PCU
 - Apply licensing to the CCU
 - Configure Chairman PCU
 - Test configuration of NFC Cards
 - Run CCU Software to test configuration of voting & auto identification
 - Test Audio through all systems
- Document hardware, create walkthrough on set up, usage, and tear down.
- Schedule on-site installation

At City of White Salmon (Council Meeting Room):

- Install into rack mount system:
 - DIS Control Unit
 - Listen Technologies DSP
 - Marantz Professional Recorder
- Place PCU's at needed locations
- Create custom cabling to each unit (Daisy Chain)
- Connect Audio to external speaker
- Test Audio though each unit and Assistive Listening Unit
- Provide training on usage to council members
- Document





Labor will be a one time charge of \$5800 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.

Prepared For
 City of White Salmon
 David Poucher
 PO Box 2139 100 N Main
 White Salmon, WA 98672
 mayor@ci.white-salmon.wa.us
 (509) 493-1133





Prepared By
 Stephen Scherling
 Phone: 866-490-2426 x256
 Email: stephens@gorad.com





Replacement AV System - Option 2 - #046082 v1

Hardware		Price	Qty	Extended
	Shure DIS-CCU Central Control Unit As a note: The DIS-CCU does not include the power supply. DIS-CCU-US does: https://www.shure.com/en-US/support/find-an-answer/does-dis-ccu-include-a-power-supply	\$1,850.00	1	\$1,850.00
	Shure MXC630 Portable Conference Unit	\$755.00	17	\$12,835.00
	Shure MXC420/DF Dualflex Gooseneck Microphone (20")	\$207.00	17	\$3,519.00
	Bulk Network Cable - Cat 6 - Per Ft Bulk Network Cable	\$0.50	90	\$45.00

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.

Hardware		Price	Qty	Extended
	Shure MXCDUAL CARD - Council member identification (10pk)	\$150.00	2	\$300.00
	USB NFC Reader	\$50.00	1	\$50.00
	Listen Technologies Assisive Listening DSP Value Package	\$799.00	1	\$799.00
	Marantz Professional 2-Channel / 2-Track Audio Recorder	\$349.00	1	\$349.00
Hardware Subtotal				\$19,747.00

Software		Price	Qty	Extended
	Feature License for DCS 6000 Conference System	\$1,357.00	1	\$1,357.00
Software Subtotal				\$1,357.00

Services		Price	Qty	Extended
	Labor will be a one time charge of \$5800 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.	\$5,800.00	1	\$5,800.00
Services Subtotal				\$5,800.00

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.

Recap		Amount
	Hardware	\$19,747.00
	Software	\$1,357.00
	Services	\$5,800.00
	Subtotal	\$26,904.00
	Tax	\$1,582.80
	Total	\$28,486.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 25% restocking fee on returned products, 35% on special orders, unless other arrangement have been made.

Signature

Date

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.



City of White Salmon

Replacement AV System - Option 3

Quote #046085

Version 1

RADCOMP Technologies
866-490-2426
136 N Main
PO Box 69
White Salmon, WA

● Scope of Work

At Radcomp Technologies:

- Order Equipment
- Stage equipment:
 - Install Microphones into PCU
 - Apply licensing to the CCU
 - Configure Chairman PCU
 - Test configuration of NFC Cards
 - Run CCU Software to test configuration of voting & auto identification
 - Verify Wireless Microphone is working properly
 - Test Audio through all systems
- Document hardware, create walkthrough on set up, usage, and tear down.
- Schedule on-site installation

At City of White Salmon (Council Meeting Room):

- Install into rack mount system:
 - DIS Control Unit
 - Listen Technologies DSP
 - Marantz Professional Recorder
- Place PCU's at needed locations
- Set up Wireless Microphone at the podium in the MIC stand
- Create custom cabling to each unit (Daisy Chain)
- Connect Audio to external speaker
- Test Audio through each unit and Assistive Listening Unit
- Provide training on usage to council members
- Document

Labor will be a one time charge of \$6525 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.





Prepared For
 City of White Salmon
 David Poucher
 PO Box 2139 100 N Main
 White Salmon, WA 98672
 mayor@ci.white-salmon.wa.us
 (509) 493-1133

Prepared By
 Stephen Scherling
 Phone: 866-490-2426 x256
 Email: stephens@gorad.com








SS

Replacement AV System - Option 3 - #046085 v1


Hardware		Price	Qty	Extended
	Shure DIS-CCU Central Control Unit As a note: The DIS-CCU does not include the power supply. DIS-CCU-US does: https://www.shure.com/en-US/support/find-an-answer/does-dis-ccu-include-a-power-supply	\$1,850.00	1	\$1,850.00
	Shure MXC630 Portable Conference Unit	\$755.00	16	\$12,080.00
	Shure MXC420/DF Dualflex Gooseneck Microphone (20")	\$207.00	16	\$3,312.00
	Bulk Network Cable - Cat 6 - Per Ft Bulk Network Cable	\$0.50	100	\$50.00

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.

Hardware		Price	Qty	Extended
	Shure QLXD24/SB58 Digital Wireless Handheld Microphone System with SM58 Capsule	\$999.00	1	\$999.00
	Shure MXCDUAL CARD - Council member identification (10pk)	\$150.00	2	\$300.00
	USB NFC Reader	\$50.00	2	\$100.00
	Listen Technologies Assistive Listening DSP Value Package	\$799.00	1	\$799.00
	Marantz Professional 2-Channel / 2-Track Audio Recorder	\$349.00	1	\$349.00
Hardware Subtotal				\$19,839.00

Software		Price	Qty	Extended
	Feature License for DCS 6000 Conference System	\$1,357.00	1	\$1,357.00
Software Subtotal				\$1,357.00

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Services	Price	Qty	Extended
 <p>Labor will be a one time charge of \$6525 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.</p>	\$6,525.00	1	\$6,525.00
Services Subtotal			\$6,525.00

Recap	Amount
Hardware	\$19,839.00
Software	\$1,357.00
Services	\$6,525.00
Subtotal	\$27,721.00
Tax	\$1,589.70
Total	\$29,310.70

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 25% restocking fee on returned products, 35% on special orders, unless other arrangement have been made.

Signature

Date

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City of White Salmon

Replacement AV System - Option 4

Quote #046084

Version 1

RADCOMP Technologies
866-490-2426
136 N Main
PO Box 69
White Salmon, WA

● Scope of Work

At Radcomp Technologies:

- Order Equipment
- Stage equipment:
 - Install Microphones into PCU
 - Apply licensing to the CCU
 - Set up WAP
 - Connect Wireless units to WiFi
 - Configure Chairman PCU
 - Connect E-Paper
 - Test configuration of NFC Cards
 - Run CCU Software to test configuration of voting & auto identification
 - Verify E-Paper updates with test names
 - Unplug E-Paper to verify name stays on the screen
 - Test Audio through all systems
- Document hardware, create walkthrough on set up, usage, and tear down.
- Schedule on-site installation

At City of White Salmon (Council Meeting Room):

- Install into rack mount system:
 - DIS Control Unit
 - Listen Technologies DSP
 - Marantz Professional Recorder
- Configure vLan for Wireless network specific to the Council Chamber (We will need to be able to access the network from their current wireless network)
- Verify laptop can access CCU & network monitoring for battery unit
- Place PCU's at needed locations
- Set up E-Paper signs so we can configure name
- Connect Audio to external speaker
- Test Audio though each unit and Assistive Listening Unit

Prices subject to change, based upon total purchase. All delivery, training or consulting services to be billed at service rates in effect at time of service. Generally all hardware computer components proposed above are covered by a limited one-year warranty FROM THEIR MANUFACTURER. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to services or products listed here.

- Provide training on usage to council members
- Document

Labor will be a one time charge of \$8700 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.


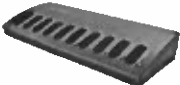


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Prepared For
 City of White Salmon
 David Poucher
 PO Box 2139 100 N Main
 White Salmon, WA 98672
 mayor@ci.white-salmon.wa.us
 (509) 493-1133







Prepared By
 Stephen Scherling
 Phone: 866-490-2426 x256
 Email: stephens@gorad.com




Replacement AV System - Option 4 - #046084 v1

Hardware		Price	Qty	Extended
	Shure DIS-CCU Central Control Unit As a note: The DIS-CCU does not include the power supply. DIS-CCU-US does: https://www.shure.com/en-US/support/find-an-answer/does-dis-ccu-include-a-power-supply	\$1,850.00	1	\$1,850.00
	Shure MXCWNCUS-US Networked Charging Station	\$1,070.00	2	\$2,140.00
	Shure MXCW640 Wireless Conference Unit	\$1,429.00	17	\$24,293.00
	Shure MXC420/DF Dualflex Gooseneck Microphone (20")	\$207.00	17	\$3,519.00


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Hardware		Price	Qty	Extended
	Shure MXCWAPT-A Access Point Receiver	\$3,570.00	1	\$3,570.00
	Dual sided e-paper information display	\$2,200.00	11	\$24,200.00
	Shure Dual NFC ID and Chip Card (10-Pack)	\$150.00	2	\$300.00
	USB NFC Reader	\$50.00	1	\$50.00
	3 Foot Orange Cat6 Molded Patch Cable (Network Cable)	\$3.00	6	\$18.00
	Listen Technologies Assistive Listening DSP Value Package	\$799.00	1	\$799.00

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Hardware		Price	Qty	Extended
	Marantz Professional 2-Channel / 2-Track Audio Recorder	\$349.00	1	\$349.00
Hardware Subtotal				\$61,088.00

Software		Price	Qty	Extended
	Feature License for DCS 6000 Conference System	\$1,357.00	1	\$1,357.00
Software Subtotal				\$1,357.00

Services		Price	Qty	Extended
	Labor will be a one time charge of \$8700 for setup and initial configuration. Hardware & Software will be billed up front upon quote approval.	\$8,700.00	1	\$8,700.00
Services Subtotal				\$8,700.00

Recap		Amount	
	Hardware		\$61,088.00
	Software		\$1,357.00
	Services		\$8,700.00
	Subtotal		\$71,145.00
	Tax		\$4,682.03
	Total		\$75,827.03

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. A 25% restocking fee on returned products, 35% on special orders, unless other arrangement have been made.

Signature _____

Date _____

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Item Attachment Documents:

6. Interlocal Agreement - City of Bingen, ERUs
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: Interlocal Agreement with City of Bingen Setting 2020 ERU Rate
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization for mayor to sign interlocal agreement with City of Bingen setting the 2020 ERU rate.

PROPOSED MOTION:

Motion to authorize the mayor to sign interlocal agreement with City of Bingen setting the 2020 ERU rate in the amount of \$14.75 per ERU (equivalent residential unit).

Explanation of issue:

The City uses BIAS Software for its financial, payroll, utility billing, cash receipting and building permit modules. The city pays an annual fee each year. The fee for 2020 is \$9,861.44 (an increase from 2019 of \$521.82 or 6%). These costs are included in the 2020 budget.

Staff Recommendation:

Staff recommends the city council authorize the mayor to sign the interlocal agreement with the City of Bingen setting the 2020 ERU rate in the amount of \$14.75 per ERU (equivalent residential unit).

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BINGEN AND CITY OF WHITE SALMON

This Interlocal Agreement (which hereinafter may be referred to as the “AGREEMENT”), is entered into by and between the City of Bingen (which may hereinafter be referred to as “Bingen”), a Washington municipal corporation, and the City of White Salmon (which may hereinafter be referred to as “White Salmon”), a Washington municipal corporation, pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

PURPOSE AND RECITALS

1. Bingen operates and maintains the Bingen Wastewater Treatment Plant.
2. Bingen accepts and treats White Salmon wastewater at the Bingen Wastewater Treatment Plant.
3. Bingen and White Salmon entered into an agreement for the purpose of “providing effective management of the jointly utilized Bingen Wastewater Treatment and Disposal Facility” on March 5, 1991 and as amended June 6, 1995.
4. Said agreement provides that Bingen and White Salmon shall pay an equal monthly amount per residential equivalency (ERU) into the operation and maintenance fund for the Bingen Wastewater Treatment Plant.
5. Bingen and White Salmon have made payments into the operation and maintenance fund based on the number of ERUs billed by each entity each month.
6. Bingen makes payments into the operation and maintenance fund monthly through an interfund transfer.
7. White Salmon makes payments to Bingen by way of a check and Bingen deposits those funds into the operation and maintenance fund.
8. Bingen and White Salmon are currently using a ~~\$14.25~~ 14.50 per ERU monthly payment to the operation and maintenance fund.
9. The parties wish to establish a formal agreement for the per ERU monthly payments to be paid into the operation and maintenance fund for the Bingen Wastewater Treatment Plant jointly used by Bingen and White Salmon.
10. This interlocal agreement is not intended to replace or modify the above referenced March 5, 1991 and as amended June 6, 1995 interlocal agreement, but only to fix the amount of the monthly per ERU payment to the operation and maintenance fund.

11. White Salmon Municipal Code 13.16.080 provides that White Salmon and Bingen shall establish by interlocal agreement an allocation for White Salmon's cost of operating the wastewater collection system and an allocation for payment to the City of Bingen for treating White Salmon's wastewater.

12. The parties do not contemplate the formation of a separate legal or administrative entity and do not contemplate any property shall be acquired which shall require disposal upon termination of this agreement.

NOW THEREFORE, the parties agree as follows:

1. The parties agree that the recitals are accurate.
2. For the year ~~2019~~ 2020, the parties agree that for each ERU billed for wastewater treatment and services, ~~\$14.50~~ 14.75 of the fee shall be allocated to operation and maintenance of the Bingen Wastewater Treatment Plant.
3. This AGREEMENT shall be in effect January 1, ~~2019~~ 2020 through December 31, ~~2019~~ 2020 unless renewed by joint agreement of the parties.
4. If any provision hereof or its application is held invalid, the remainder of the provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the last date indicated below.

CITY OF BINGEN

CITY OF WHITE SALMON

Betty J. Barnes, Mayor Date

David Poucher, Mayor Date

ATTEST:

Cheyenne Willey, City Clerk Date

Jan Brending, City Clerk Date

Approved as to form:

Christopher R. Lanz Date
Bingen City Attorney

Kenneth Woodrich Date
White Salmon City Attorney

Item Attachment Documents:

7. Youth Center Services Agreement - Washington Gorge Action Programs
 - a. Presentation and Discussion
 - b. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 4, 2019
Agenda Item: Agreement with Washington Gorge Action Programs for Youth Center Services
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization for mayor to sign agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services.

PROPOSED MOTION:

Motion to authorize the mayor to sign agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services.

Explanation of issue:

The city council agreed to include \$12,000 in the city's 2020 budget for Youth Center services. The proposed agreement is the same agreement the city has used for a number of years increasing the amount from \$6,000 to \$12,000.

Staff Recommendation:

Staff recommends the city council authorize the mayor to sign the agreement with Washington Gorge Action Programs providing \$12,000 in return for Youth Center services.

AGREEMENT

BETWEEN WASHINGTON GORGE ACTION PROGRAMS AND THE CITY OF WHITE SALMON

This Agreement (which hereinafter may be referred to as the “AGREEMENT”), by and between Washington Gorge Action Programs (which hereinafter may be referred to as “WGAP”), a Washington nonprofit corporation pursuant to RCW Title 24, and the City of White Salmon, a Washington municipal corporation (which may hereinafter be referred to as “City”).

RECITALS

WHEREAS WGAP operates a Youth Center, which Youth Center provides opportunities and pastimes for youth in a geographical area that includes the City of White Salmon; and

WHEREAS the City is informed and believes that the Youth Center has a generally positive affect on the youth of the city as well as the surrounding area; and

WHEREAS the Youth Center helps discourage some youth from mischief, both of criminal and civil in nature and may encourage some youth to stay in the City and surrounding geographical area; and

WHEREAS the City desires that its public areas, including parks, to be kept neat and orderly in appearance; and

WHEREAS WGAP has agreed to spend such time as its resources allow to assist keeping the public areas of White Salmon neat and orderly.

NOW, THEREFORE, the parties agree as follows:

1. The recitals are accurate.
2. The City of White Salmon shall pay WGAP for the benefit of the WGAP Youth Center, the sum of Twelve Thousand and No Cents (\$12,000.00) for the year 2020.
3. During such year, WGAP shall assist, as its resources allow, in keeping the public areas of the City of White Salmon neat and orderly.
4. Such assistance will be in the manner and at such times as WGAP determines is appropriate. The City shall not direct or control WGAP’s assistance.
5. This agreement does not constitute an employment or personal services agreement.
6. Each party agrees to hold harmless and indemnify the other party, its electe3d officials, employees, representatives, and agents from any claim, action, injury to person or

Item Attachment Documents:

8. Approval of Meeting Minutes - November 6, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, November 6, 2019
Draft

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Marla Keethler
Ashley Post
Amy Martin

Staff Present:

Pat Munyan, City Administrator
Stephanie Porter, Deputy Clerk
Ken Woodrich, City Attorney
Mike Hepner, Police Chief
Russ Avery, Public Works Operations
Manager

1. Call to Order

Mayor Dave Poucher called the meeting to order at 6:00pm. There were approximately 20 people present.

2. Roll Call

All Council members present.

3. Comments – Public and Council

Ruth Olin, White Salmon Resident said she is opposed to paving alleys and parking spaces in White Salmon. She said gravel and grassy areas are necessary for water drainage and asked the council to look at the Chicago Green Alley Program. Olin said that she thinks the Commercial Zoning should allow for unpaved parking. Olin suggested that the 12 trees slated for removal be replaced.

Kirby Erdely, White Salmon Resident said he would like to see the speed limit on Vine Street lowered to 20 mph or less. He said he lives on Vine Street and it is a major walking path for residents coming to and from Bingen, WA. Erdely said that at 25 mph drivers “rip through there at 40-45 mph” to bypass construction or traffic on Jewett Blvd. He said Jewett Blvd/Hwy 141 is being lowered to 20 mph. and feels that Vine Street should be lower than the main street.

Ashley Post, Council Member responded saying that the speed limit decrease on Highway 141 will be at Dock Grade Road. She said the speed limit on Highway 141 at the base of Vine Street will remain at 35 mph.

4. Changes to the Agenda

None.

5. Washington Gorge Action Programs, Youth Center

Leslie Naramore, Executive Director for Washington Gorge Action Programs and Autumn Williams, Director for the Youth Center said they are requesting additional funds for 2020. Autumn Williams said that she has 90 registered children that attend the Youth Center on a regular basis. She said they now accept children from age 6 up to age 12. Williams said they

have seen a significant increase in attendance due to the childcare shortage in White Salmon. She said that she is the only full-time employee and there is one other part time employee. Williams said they are always looking for volunteers. She said that at the Youth Center they help children with their homework, provide resources for schoolwork including computers, and activities for the kids. Williams said they provide a hot meal for the kids two times a week, which is funded by United Way. She said these meals are frequently the only hot meal the kids get.

Leslie Naramore said that this year Washington Gorge Action Programs is asking for \$12,000 to help fund the Youth Center. She said that they also requested an increase in funding from the City of Bingen as well. She said this increase would fund a second full-time position at the Youth Center.

Marla Keethler, Council Member asked if there has been any conversation about making improvements to the building.

Autumn Williams said she believes that the building is generally safe, it just is old and not aesthetically pleasing. Leslie Naramore said that she does not believe it would be worth it to do any major aesthetic updates to the building. She said there has not been any safety concerns. Williams said the size of the building is almost 4,000 square feet and that is a huge advantage. She said it has a full commercial kitchen and 2 bathrooms which allow for great functionality.

Leslie Naramore said she would be open to conversations about pursuing grants for a new Community Center. She said she has not been approached by the city regarding that opportunity yet.

Mayor David Poucher said the city will need to look at the budget with some upcoming expenditures. He said that the city is waiting for a final decision for the location of the new pool before discussions about a Community Center can move forward.

Leslie Naramore thanked the council for lowering the speed limit through town to 20 mph. She said they are always concerned for the children who walk home on that road.

6. Big River Land Trust, Presentation

David Poucher recused himself from the presentation because he is on the Board of Directors for Big River Land Trust.

Donna Heimke stepped in as Mayor Pro Tempe.

Becky Williams introduced Anne Medenbach to speak about the Big River Community Land Trust.

Anne Medenbach said there is a lack of middle-income affordable housing in White Salmon. She said roughly 70% of the population of White Salmon cannot afford the median house price of \$445,000. Medenbach said she believes a community land trust is a vital step in moving towards solving the housing crisis. She explained that a community land trust is a private, non-profit organization that acquires and holds land for the benefit of the community. Medenbach said it

provides secure and affordable access to land and housing for community residents. She explained how a community land trust works. She said the current affordable median home price for White Salmon according to HUD standards is \$215,000, which is calculated as 30% of the average gross income for the community which is \$59,200 in White Salmon. Medenbach said Big River Land Trust is focused on single-family residents. She said there is support for community land trusts. Medenbach said they have been in contact with other land trusts in the area to get ideas and knowledge of what works and what does not work. Medenbach said Big River Community Land Trust is incorporated in Washington State and registered in Oregon. She said they are applying for 501(c)3 status in the next month and have an active board with members from both sides on the river. Medenbach said the specific goals of the Big River Community Land Trust are: 1) to provide homes for sale at 60-120% median family income (\$36,000-\$71,000), 2) cultivate sustainable development, 3) to have an inventory of 200 affordable homes in the next 10 years. She said the Trust's role is to be stewards the land. Medenbach said the Trust will acquire and develop the land, hire the contractors to build the homes, market the homes, sell the homes and build the long-term relationships with the members. She said initial funding will come from community partners and donations. Medenbach said that after the initial start-up they will be looking for loans. She said as a non-profit they will be eligible for more kinds of financing. She said the best way the City of White Salmon can help at this stage is with a letter of support for the Big River Community Land Trust's IRS 501(c)3 application.

Council members discussed the opportunities for a community land trust with Anne Medenbach.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to authorize the Mayor to sign the provided letter of support from the White Salmon City Council for the Big River Land Trust's 501(c)3 non-profit application to the Internal Revenue Service.

Discussion:

Marla Keethler said the current proposed letter of support contains some things may be misleading specifically the mention of density bonus. She said that she wants to be sure the letter does not set precedents regarding density bonuses that cannot be fulfilled. Keethler said she wants to be sure that what the letter does not suggest preferential treatment of an organization over other groups.

Ken Woodrich recommended that the last sentence of the fourth paragraph be removed that states "The City Council is researching density bonuses, limits on short term housing and looking to partner with local housing organizations that can develop and keep housing affordable for our residents in the long term".

Marla Keethler said she would like the fifth paragraph to read, "The City strongly supports the current goals of the Big River Land Trust and requests that their application for 501(c)3 status be approved".

Motion to amend the original motion to authorize the Mayor to sign the provided letter of support from the White Salmon City Council for the Big River Land Trust's 501(c)3 non-profit application to the Internal Revenue Service with the discussed changes. (The maker of the original motion and seconder agreed to the proposed amendment).

CARRIED 5-0.

7. 2020 Preliminary Budget

Mayor David Poucher said that the full presentation from Jan Brending will be given at the next council meeting on November 20, 2019. He said if there are any questions, to direct them to City Hall staff.

Stephanie Porter said that there will be a public hearing for the 2020 Budget at the November 20, 2019 meeting.

Ashley Post said the City Operations Committee has been talking about replacing the park equipment in Rheingarten Park. She said that she would like to see the 2020 park budget include \$60,000 to \$80,000 for a park designer.

8. Ordinance 2019-11-1052, Adopting WSMC 5.02 Short-Term Rentals

Marla Keethler presented information regarding the changes in the proposed ordinance. She said the ordinance now provides a annual fee of \$75 for registering all short-term rentals. Keethler noted the fee would be adopted by resolution. She said the ordinance now states that inspection of short-term rentals will be at the city's discretion when warranted rather than required at registration. Keethler said the ordinance is emphasizing a registration process rather than a regulatory process. She said in the case a short-term rental registration is revoked, owners will be allowed to honor any reservations on the books at the time of revocation unless the revocation is the result of a health or safety issue.

Mayor David Poucher opened the public hearing.

Lisa Evans, Klickitat County Resident said thanked the city for the changes made so far. She said that she wants to point out the second whereas clause in the ordinance that states "the City feels it to regulate" and thinks the word "regulate" should be changed to "register." Evans said she feels some of the wording needs to be reviewed for consistency. She asked if there will be public hearings on any changes to the fee in the future.

Mayor Poucher closed the public hearing.

Discussion

Amy Martin said the ordinance and resolution does not have an expiration date. She said they can be reviewed and revised by the council at any future date.

Marla Keethler said the fee will be documented through a resolution so the ordinance will not have to be updated every time the fee changes.

Ashley Post said there will not be a public hearing when changes are made to the resolution.

Jason Hartmann asked if short-term rental owners would need to have both a business/rental license and the short-term registration, or just the short-term registration.

Marla Keethler said they will need to have both. She said the rental license is for the business and the short-term rental registration has a different set of requirements. Keethler said the language was reviewed in an attempt to update the ordinance to reflect the intent of registration. She said she would like to change the whereas clause to use the word “registration” instead of “regulation.”

Ken Woodrich said the process is more than just a registration in that there will be regulations for safety and health issues. He said the language in the recitals is not technically part of the ordinance.

Jason Hartmann asked if there is a different consideration for short-term rentals in commercial zones.

Ken Woodrich said no.

Jason Hartmann said his concern is that with the current definition of a dwelling unit, if a hotel puts a microwave in their units, do they become a short-term rental and then need to register each unit separately.

Ken Woodrich said hotels are exempt.

The city council discussed the need for an exemption for hotels and discussed the definition of dwelling unit. Marla Keethler noted that each listing requires a \$75 registration fee.

Ashley Post said that the second whereas clause says “feel” and should say “finds”. She said that under Finding, intent and purpose 5.02.005A needs to say, “In the adoption of these regulations, the city finds” instead of “the city find”.

There was a consensus of the council to table action on the proposed ordinance until the November 20, 2019 council meeting.

9. Resolution 2019-11-593, Establishing Fee for Short-Term Rental Registration per WSMC 5.02.020

There was a consensus of the council to table action on the proposed resolution until the November 20, 2019 council meeting.

10. Request for Proposals, Arborist – Award of Contract

Pat Munyan said the city hired an arborist to develop a tree inventory and management plan for the trees in city parks and along Jewett Blvd. He said the city issued a request for proposals for an arborist to oversee the tree maintenance and removal recommended in the inventory/management plan. He said the tree maintenance and removal will be done by a

separate contractor. Munyan said the city received one proposal from Bartlett Tree Services in the amount of \$1,569.60. He said the Tree Board recommends signing a contract with Bartlett Tree Services to oversee tree maintenance and removal

Discussion

Ashley Post said that she did not see an option for addressing the Sweet Gum tree in front of The Enterprise building.

Pat Munyan said it can be addressed through a change order.

Marla Keethler noted that the Tree Board requested the two companies -- the arborist and the tree maintenance company work together to verify the plan of action.

Moved by Marla Keethler. Seconded by Jason Hartmann.

Motion to authorize the Mayor to sign contract with Bartlett Tree Services for arborist oversight of tree maintenance and removal in the amount of \$1,569.60. CARRIED 5-0.

11. Request for Bids, Tree Maintenance and Removal – Award of Contract

Pat Munyan said the city issued a Request for Bids for tree maintenance and removal. He said the contractor selected for conduction the maintenance and removal will be overseen by an arborist hired by the city through a separate contract. Munyan said the city received three bids for tree maintenance and removal. He said the Tree Board is recommending selection of Klickitat Tree with the lowest bid.

Discussion

Donna Heimke asked why there was such a drastic discrepancy in bid amounts.

Patrick Munyan said Jan Brending contacted Klickitat Tree to verify they understood the scope of work and they said yes.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to authorize the Mayor to sign contract with Klickitat Tree for tree maintenance and removal in the amount of \$4,676.25. CARRIED 5-0.

12. Small Works Roster Bid, Concrete Work Police Department – Award of Contract

Pat Munyan said the City Council had previously authorized concrete work to be done at the police department with an estimated cost of \$80,000. He said the project includes some underground work as well. Munyan said the city issued a Small Works Roster sealed bid for the work and received three bids. He said the staff recommends authorizing the mayor to sign a contract with Artistic Excavation who was the lower bidder for the concrete work in the amount of \$44,715.16.

Discussion

Ashley Post asked if the front door is going to be on the concrete landing.

Pat Munyan said yes. He said a ramp and stairs are required for ADA compliance.

Ashley Post asked if the sidewalk wrapping around the side of the building would be done.

Pat Munyan said yes and a change order has been placed to run a conduit under the sidewalk to the flower bed. He said this will allow the city to tie into the Police Station power for seasonal decorations.

Moved by Amy Martin. Seconded by Amy Martin.

Motion to authorize the Mayor to sign contract with Artistic Excavation for concrete work at the police department in the amount of \$44,715.16. CARRIED 5-0.

13. Downtown Parking Overlay Ordinance

Ken Woodrich said ordinance is not ready for adoption. He said staff is seeking direction from the city council order to present a proposed ordinance to the planning commission. Woodrich said the proposed ordinance adds a new chapter to the city's zoning code providing for a downtown parking overlay zone. He said the downtown parking overlay zone addresses the issue of limited parking in the downtown area and provides additional flexibility in the downtown area. Woodrich suggested the proposed ordinance should go to both the City Operations Committee and the Community Development Committee for input and review.

The city council discussed the proposed ordinance noting that local business owners should be involved; that transient, residential and business parking needs to be considered; how to reduce the need for parking; and the need for bicycle parking and bicycle lanes.

There was a consensus of the council to table further discussion to a future council meeting to be determined.

14. Center Place – Water and Sewer Utility Upgrades - Agreement

Pat Munyan said the proposed Environmental Mitigation Agreement allows for the city to waive short plat fees, wastewater connection fees and water connection fees for Andrew Harmon Construction, in agreement that he provides the installation of utilities, dedication of easements and the construction of utility improvements. He said the agreement provides the city will design and prepare the plan and specifications for utility improvements located within NE Center Place and NE Pioneer Place and will use an engineer to inspect and supervise the construction and utility improvements. Munyan said the agreement provides Andrew Harmon Construction will construct and install the utility improvements. He said that staff recommends the council authorize the mayor to sign the agreement with Andrew Harmon Construction. Munyan said the city will be waiving \$30,000 in fees for \$150,000 worth of improvements. He said this a good deal for the city in that the city will gain better infrastructure and fix some poor planning in the area.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to approve Environmental Agreement between the City of White Salmon and Andrew Harmon, DBA Andres Harmon Construction providing for the exchange of 4 water and 4 sewer connections for improvements made to both water and sewer lines. CARRIED 5-0.

15. Draft Scope of Work – White Salmon Feasibility Study

Pat Munyan said the city has a contract with Aspect Consulting LLC for professional services. He said the proposed scope of work and cost estimate would extend the current contract and provide for additional services for a cost of \$245,000. Munyan said the city was notified verbally that it will receive a \$250,000 grant from the Department of Ecology to conduct the White Salmon River Reliability Study. He said that the scope of work must be authorized before the city can received funding.

Moved by Jason Hartmann. Seconded by Marla Keethler.

Motion to approve scope of work and cost estimate in the amount and \$245,000 with Aspect Consulting LLC for White Salmon River Source Reliability Study contingent upon signing a contract with Washington Department of Ecology for \$250,000 contribution. CARRIED 5-0.

16. Consent Agenda

- a. Approval of Minutes – October 16, 2019
- b. 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 6th day of November, 2019.

Type	Date	From	To	Amount
Claims	11/6/2019	35524	35579	83,713.08
	11/6/2019	EFT	EFT	0.00
			Claims Total	83,713.08
Payroll	10/20/2019	EFT	EFT	66,574.28
	11/5/2019	EFT	EFT	103,775.67
	11/5/2019	35517	35523	1,501.15
			Payroll Total	171,851.10
Manual Claims	10/21/2019	35515	35515	1,348.48
	11/1/2019	35516	35516	8,950.00
			Manual Total	10,298.48
			Total Vouchers	265,862.66

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to approve the consent agenda. CARRIED 5-0.

17. Department Head and Council Reports

Pat Munyan, City Administrator said he got a call from the contractor that is doing the land inventory work and that he will be sending them copies of the City's Water Comprehensive Plan, Sewer Comprehensive Plan, Urbanization Study, and Water Maps. Munyan said they are looking at water infrastructure to determine future growth projections and land availability and what the land can actually be used for. Munyan noted he will have some plans for repair and maintenance on the Rheingarten Park restrooms. He said the women's restrooms needs to be modified to make it ADA compliant.

Russ Avery, Public Works Operations Manager said the Public Works Department is waiting on sample bottles so they can start the ASR process for well #2. He said the department is getting ready to install the electronic speed signs on Jewett Blvd with one located at Fireman's Park and on the west end where they determine there is enough sunlight to provide solar power to the sign.

Jason Hartmann, Council Member said he went to Solid Waste Advisory Committee meeting. He said the committee is working on updating the county-wide solid waste management plan. He said there has been a lot of talk about the contract between the county and Republic Services. He said he brought up the issue that the blue bags used for recycling are not recyclable and that goes against the mission of being environmentally friendly. Hartmann said Republic has a mandated goal in their contract to complete a 50% reduction in landfill abatement. He said they are currently at somewhere between 3% and 23%. Hartmann said the committee is actively talking about plans to provide containers rather than bags for curb side recycling and hopefully containers for glass as well.

Marla Keethler, Council Member said holiday decorations have been ordered. She said the Memorandum of Understanding between the county and three cities for the state-wide affordable housing tax opportunity is still being reviewed. Keethler said she has been in talking to Amanda Lawrence of the White Salmon Valley Education Foundation about opportunities for Safe Routes to School and current grant opportunities for Safe Routes to Parks. She said she will get more information about the grant program and forward it to city staff and the City Operations Committee.

Donna Heimke, Council Member said the Budget Committee has not been meeting due to illness but have been communicating via e-mail.

18. Executive Session

At 8:18 p.m. Mayor David Poucher announced the city council will meet in Executive Session for 10 minutes to discuss the performance of city employee(s) pursuant to RCW 42.30.110(1)(g).

The City Council came out of Executive Session at 8:28 p.m.

The City Council went back into Executive Session 8:28 p.m. for 5 minutes.

The City Council came out of Executive Session at 8:33 p.m.

The City Council went back into Executive Session 8:33 p.m. for 5 minutes.

The City Council came out of Executive Session at 8:38 p.m.

The City Council went back into Executive Session at 8:38 p.m. for 5 minutes.

The City Council came out of Executive Session at 8:43 p.m.

The city council instructed staff to prepare documents consistent with the evaluation of city employees.

19. Adjournment

The meeting adjourned at 8:44p.m.

David Poucher, Mayor

Jan Brending, Clerk Treasurer

Item Attachment Documents:

9. Approval of Meeting Minutes - November 20, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, November 20, 2019
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Marla Keethler
Amy Martin

Staff Present:

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

1. Call to Order

Mayor David Poucher called the meeting to order at 6 p.m. There were approximately 4 people present.

2. Roll Call

Moved by Amy Martin. Seconded by Donna Heimke.
Motion to excuse Ashley Post CARRIED 4-0.

Mayor Poucher noted that Pat Munyan, City Administrator is absent due to a previously scheduled oral dental surgery.

3. Comments – Public and Council

Shelly Baxter, White Salmon asked if the passage of Initiative 976, Limiting Motor Vehicle Taxes and Fees would have a negative impact on the City of White Salmon.

David Poucher said several projects in the area will be delayed a year but will be able to move ahead.

4. Changes to the Agenda

Marla Keethler asked that two agenda items be added to the agenda 1) regarding a proposed resolution adopting a recognition program policy and 2) setting a budget for 2019 recognitions. There was a consensus of the council to add the agenda items.

5. 2020 Proposed Budget

Jan Brending presented the 2020 proposed budget. She explained that the proposed increase in property taxes is 1% as allowed by law and that the proposed budget demonstrates the need for the increase. Brending said that she spoke with Ashley Post regarding playground improvements and \$30,000 will be added to the budget before the final public hearing in December to provide costs for updating the city's park plan in early 2020. Brending said it is also her understanding that Washington Gorge Action Programs has asked for an increase in funding for the Youth Center services from \$6,000 to \$12,000. She said she is seeking direction for the city council on that issue and noted that the City of Bingen authorized an increase in their budget.

Public Hearing

Mayor Poucher opened the public hearing regarding the proposed 2020 budget and 2020 property tax levy.

There was no public comment.

Mayor Poucher closed the public hearing.

Discussion

Marla Keethler asked if there is funding included in the budget for entrance fees to the Hood River Pool for 2020.

Jan Brending said not at this time.

There was a consensus of the council to add \$10,000 to the budget for entrance fees to the Hood River Pool.

Marla Keethler asked how a land use planner could be funded in 2020.

Jan Brending said she and Pat Munyan have discussed several opportunities including contracting with a neighboring governmental entity. She recommended that issue be discussed further after the first of the year and then a amendment could be made to the 2020 budget if necessary.

There was a consensus of the council to increase the funding for Youth Center services from \$6,000 to \$12,000 in the budget.

Jan Brending said a final public hearing will be held on December 4th with proposed action on the budget at that meeting. She said she will be revising the budget documents and making them available on the city's webpage and at city hall.

6. Ordinance 2019-11-1057, Determining the Amount to be Raised by Ad Valorem Property Taxes for the Year 2020 and Resolution 2019-11-495, 2020 Property Tax Levy

Jan Brending explained that the city is required to pass by an ordinance and a resolution identifying the amount of property taxes and increase in the taxes for 2020.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to adopt Ordinance 2019-11-1057, Determining the Amount to be Raised by Ad Valorem Property Taxes for the Year 2020. CARRIED 4-0.

Moved by Amy Martin. Seconded by Donna Heimke.

Motion to adopt Resolution 2019-11-495, 2020 Property Tax Lev. CARRIED 4-0.

7. Employment Contract Amendment – Patrick Munyan

David Poucher reviewed the proposed employment contract with Patrick Munyan, City Administrator. He reviewed the changes from the current contract to the proposed contract. Poucher noted that Pat Munyan is in agreement with the proposed changes.

Jason Hartmann asked if the use of a city vehicle should be reflected in the contract.

Ken Woodrich said he did not think so as it is not considered a fringe benefit.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to authorize mayor to sign amended employment contract with Patrick Munyan, City Administrator. CARRIED 4-0.

8. Ordinance 2019-11-1046, Amending White Salmon Municipal Code 2.06.030 Compensation

David Poucher said the proposed amendment changes the salary range for the City Administrator Position from Step 50 -Step 60 to Step 57-Step 67. He noted the reflected in the employment contract approved by the city council is within the new range.

Moved by Jason Hartmann. Seconded by Amy Martin.

Motion to adopt Ordinance 2019-11-1046 Amending White Salmon Municipal Code 2.06.030 Compensation. CARRIED 4-0.

9. Resolution 2019-11-494, Adopting 2020 Salary Matrix

Jan Brending explained that the proposed 2020 salary matrix provides for a 2.4% cost of living allowance as required in the city's union contracts and provides for 10 additional steps.

Moved by Amy Martin. Seconded by Donna Heimke.

Motion to adopt Resolution 2019-11-494, Adopting 2020 Salary Matrix. CARRIED 4-0.

10. Employment Contract Amendment – Jan Brending

David Poucher reviewed the proposed contract amendment. He said the contract provides for 4 weeks of vacation and allows 40 hours to be carried over.

Jan Brending noted that there is a revised format for the proposed contract amendment before the council.

Moved by Jason Hartmann. Seconded by Donna Heimke.

Motion to authorize the mayor to sign employment contract amendment with Jan Brending, Clerk Treasurer. CARRIED 4-0.

11. Legal Services Agreement, City Attorney – Kenneth Woodrich

Jan Brending said the proposed legal services agreement with Kenneth Woodrich is the same as previously except that it allows Woodrich to be excused from one meeting per calendar year for personal reasons and may accumulate up to two such excused meetings, i.e. he may carryover the meeting to the following year).

Ken Woodrich noted that he is not asking for any changes in fees this year but noted he most likely will ask for an increase in 2021.

Moved by Donna Heimke. Seconded by Amy Martin.

Motion to authorize the mayor to sign legal services agreement with Kenneth Woodrich for 2020. CARRIED 4-0.

12. City Hall Improvements, Acceptance of Project as Substantially Complete

Jan Brending said the city hall improvements project is substantially complete. She said there are several minor items that need to be completed or touched up. Brending reviewed three change orders to the project -- \$20,962.50 for design changes, \$9,223.50 for electrical work, and \$1,827.50 replacement of front railing for a total of \$32,013.50. She said the final contract cost is \$211,001. Brending said staff is recommending the council accept the project as substantially complete, consent to the three change orders and authorize payment on the final invoice (less 5% retainage).

Moved by Jason Hartmann. Seconded by Donna Heimke.

Motion to accept the work on city hall improvements as substantially complete, consent to three changes in the amount of \$32,013.50 and authorize payment of \$101,454.50 (final invoice less retainage and previous payment). CARRIED 4-0.

Mayor Poucher noted that a mini-split will need to be added to the addition for heating and air conditioning.

13. Resolution 2019-11-496, Adopting Recognition Program Policy

Jan Brending said that the city needs to adopt a policy related to recognition programs. She said the proposed policy is basic and can be expanded on in the future.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to adopt Resolution 2109-11-496, Adopting Recognition Program Policy. CARRIED 4-0.

14. 2019 Recognition Budget

The council discussed establishing a recognition budget for 2019 for outgoing elected officials.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to establish a budget of \$2,400 to recognize outgoing elected official in 2019. CARRIED 4-0.

15. Consent Agenda

- a. WSDOT Maintenance Agreement – Purchase of Deicer, Sand and Liquid Deicer
- b. Public Works Contract, Artistic Excavation – Hood Street Improvements
- c. Public Works Contract, Artistic Excavation – Police Department Concrete Work
- d. Department of Natural Resources Agreement – Rental of Grade

e. Approval of Vouchers

Type	Date	From	To	Amount
Claims	11/20/2019	35599	35639	300,287.26
	11/20/2019	EFT	EFT	13,444.27
			Claims Total	313,731.53
Payroll	11/20/2019	35582	35598	9,222.40
	11/20/2019	EFT	EFT	66,817.84
			Payroll Total	76,040.24
Manual Claims	10/6/2019	EFT	EFT	1,532.63
	10/22/2019	EFT	EFT	16,476.00
	11/6/2019	EFT	EFT	1,920.23
	11/8/2019	EFT	EFT	5,642.24
	11/14/2019	35580	35581	5,716.09
			Manual Total	31,287.19
			Total All Vouchers	421,058.96

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 20th day of November, 2019.

**Moved by Jason Hartmann. Seconded by Donna Heimke.
 Motion to approve consent agenda as presented. CARRIED 4-0.**

16. Department Head and Council Reports

Bill Hunsaker, Fire Chief and Building Official provided a review of the number of land use permits and building permits issued in 2019 to date.

Jan Brending, Clerk Treasurer said the adoption of the 2020 budget will be on the agenda for December 4 with a final 2019 budget amendment on the December 18th agenda. She noted that the proposed ordinance related to short-term rentals will be on the December 4th agenda and that there will be no additional public hearing for the ordinance.

David Poucher, Mayor said Klickitat County has proposed to establish a lease for the Riverfront Park property with an initial 20-year period and 5 automatic additional 20-year period renewals. He said he would like the lease to include language that provides the city the first right of refusal if the property is sold.

Ken Woodrich said there is also proposed language in the lease that would provide a negotiated replacement for the park if the bridge location was to negatively impact the proposed park.

Russ Avery, Public Works Operations Manager said the department has started the ASR process on well #2. He said the department is also getting ready for winter.

17. Adjournment

The meeting adjourned at 7:13 p.m.

David Poucher, Mayor

Jan Brending, Clerk Treasurer

Item Attachment Documents:

10. Acceptance of October 2019 Budget Report

**City of White Salmon
October 2019
Budget Report**

TREASURERS REPORT

Fund Totals

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 14:04:21 Date: 11/19/2019
Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense	852,376.16	159,184.75	202,271.44	809,289.47	1,034.30	19.79	-452.24	809,891.32
101 Street Fund	105,907.03	28,204.57	20,469.80	113,641.80	0.00	0.00	0.00	113,641.80
107 Pool Fund	47,192.49	2.75	155.18	47,040.06	0.00	77.69	0.00	47,117.75
108 Municipal Capital Imp Fund	512,159.48	5,685.16	99,814.50	418,030.14	0.00	0.00	0.00	418,030.14
110 Fire Reserve Fund	209,645.20	12.54		209,657.74	0.00	0.00	0.00	209,657.74
112 General Fund Reserve	294,941.03	116.89	100,000.00	195,057.92	0.00	0.00	0.00	195,057.92
121 Police Vehicle Reserve Fund	133,446.65	176.71	275.00	133,348.36	0.00	0.00	0.00	133,348.36
200 Unlimited Go Bond Fund	18,039.70	0.00		18,039.70	0.00	0.00	0.00	18,039.70
307 New Pool Construction Fund	2,563.96	0.00		2,563.96	0.00	0.00	0.00	2,563.96
401 Water Fund	608,030.54	216,254.85	219,070.67	605,214.72	7,892.97	0.00	-1,369.33	611,738.36
402 Wastewater Collection Fund	422,875.58	84,335.76	99,010.41	408,200.93	73.97	0.00	-622.48	407,652.42
408 Water Reserve Fund	400,885.48	60.21	178,351.91	222,593.78	0.00	0.00	0.00	222,593.78
409 Wastewater Reserve Fund	674,277.75	343.91		674,621.66	0.00	0.00	0.00	674,621.66
412 Water Rights Acquisition Fund	281,880.04	13,344.70		295,224.74	1.41	0.00	-81.25	295,144.90
413 Water Bond Redemption Fund	21,429.25	3,554.50	16,476.00	8,507.75	0.00	0.00	0.00	8,507.75
414 Wastewater Bond Redemption Fund	8,175.98	1,090.75		9,266.73	0.00	0.00	0.00	9,266.73
415 Water Bond Reserve Fund	52,137.51	175.98		52,313.49	0.00	0.00	0.00	52,313.49
416 Wastewater Bond Reserve Fund	73,259.20	40.39		73,299.59	0.00	0.00	0.00	73,299.59
417 Treatment Plant Reserve Fund	543,762.60	1,941.19		545,703.79	0.00	0.00	0.00	545,703.79
418 Water Short Lived Asset Reserve Fund	58,112.17	8,333.33		66,445.50	0.00	0.00	0.00	66,445.50
420 USDA Rural Development - Jewett Water Main Improvements	-3,193.00	100,000.00		96,807.00	0.00	0.00	0.00	96,807.00
601 Remittances	565.92	835.68	565.92	835.68	0.00	0.00	0.00	835.68
Totals	5,318,470.72	623,694.62	936,460.83	5,005,704.51	9,002.65	97.48	-2,525.30	5,012,279.34

TREASURERS REPORT

Account Totals

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 14:04:21 Date: 11/19/2019
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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking Account	2,971,034.97	514,990.82	830,105.83	2,655,919.96	-2,525.30	9,100.13	2,662,494.79
3	Petty Cash	25.00	0.00	0.00	25.00	0.00	0.00	25.00
4	Cash Drawer 1	150.00	0.00	0.00	150.00	0.00	0.00	150.00
5	Cash Drawer 2	150.00	0.00	0.00	150.00	0.00	0.00	150.00
6	Cash Drawer 3	150.00	0.00	0.00	150.00	0.00	0.00	150.00
Total Cash:		2,971,509.97	514,990.82	830,105.83	2,656,394.96	-2,525.30	9,100.13	2,662,969.79
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
2	State Pool	1,345,372.98	2,348.80	0.00	1,347,721.78	0.00	0.00	1,347,721.78
10	Time Value Investments	1,001,587.77	0.00	0.00	1,001,587.77	0.00	0.00	1,001,587.77
Total Investments:		2,346,960.75	2,348.80	0.00	2,349,309.55	0.00	0.00	2,349,309.55
		5,318,470.72	517,339.62	830,105.83	5,005,704.51	-2,525.30	9,100.13	5,012,279.34

TREASURERS REPORT
Fund Investments By Account

City Of White Salmon
 MCAG #: 0481

Time: 14:04:21 Date: 11/19/2019
 Page: 3

10/01/2019 To: 10/31/2019

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 Current Expense	204,915.07		357.75	357.75		205,272.82
108 000 Municipal Capital Imp Fund	49,108.26		85.73	85.73		49,193.99
110 000 Fire Reserve Fund	7,180.24		12.54	12.54		7,192.78
112 000 General Govt Reserve Fund	66,953.04		116.89	116.89		67,069.93
121 000 Police Vehicle Reserve Fund	101,217.97		176.71	176.71		101,394.68
401 000 Water Fund	156,818.85		273.78	273.78		157,092.63
402 000 Wastewater Collection Fund	145,431.77		253.90	253.90		145,685.67
408 000 Water Reserve Fund	34,488.01		60.21	60.21		34,548.22
409 000 Wastewater Reserve Fund	196,991.48		343.91	343.91		197,335.39
412 000 Water Rights Acquisition Fund	92,689.21		161.82	161.82		92,851.03
415 000 Water Bond Reserve Fund	13,737.07		23.98	23.98		13,761.05
416 000 Wastewater Bond Reserve Fund	23,136.51		40.39	40.39		23,176.90
417 000 Treatment Plant Reserve Fund	252,705.50		441.19	441.19		253,146.69
2 - State Pool	1,345,372.98	0.00	2,348.80	2,348.80		1,347,721.78
001 000 Current Expense	42,694.92					42,694.92
108 000 Municipal Capital Imp Fund	37,049.64					37,049.64
110 000 Fire Reserve Fund	14,210.22					14,210.22
112 000 General Govt Reserve Fund	132,504.84					132,504.84
401 000 Water Fund	42,662.59					42,662.59
402 000 Wastewater Collection Fund	226,822.23					226,822.23
408 000 Water Reserve Fund	29,424.07					29,424.07
409 000 Wastewater Reserve Fund	103,760.45					103,760.45
412 000 Water Rights Acquisition Fund	83,279.73					83,279.73
415 000 Water Bond Reserve Fund	27,186.62					27,186.62
416 000 Wastewater Bond Reserve Fund	45,788.78					45,788.78
417 000 Treatment Plant Reserve Fund	216,203.68					216,203.68
10 - Time Value Investments	1,001,587.77	0.00	0.00			1,001,587.77

TREASURERS REPORT
Fund Investments By Account

City Of White Salmon
 MCAG #: 0481

Time: 14:04:21 Date: 11/19/2019
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10/01/2019 To: 10/31/2019

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
	2,346,960.75	0.00	2,348.80	2,348.80		2,349,309.55

TREASURERS REPORT

Fund Investment Totals

City Of White Salmon
MCAG #: 0481

Time: 14:04:21 Date: 11/19/2019
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10/01/2019 To: 10/31/2019

Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 Current Expense	247,609.99		357.75	357.75		247,967.74	561,321.73
101 Street Fund						0.00	113,641.80
107 Pool Fund						0.00	47,040.06
108 Municipal Capital Imp Fund	86,157.90		85.73	85.73		86,243.63	331,786.51
110 Fire Reserve Fund	21,390.46		12.54	12.54		21,403.00	188,254.74
112 General Fund Reserve	199,457.88		116.89	116.89		199,574.77	-4,516.85
121 Police Vehicle Reserve Fund	101,217.97		176.71	176.71		101,394.68	31,953.68
200 Unlimited Go Bond Fund						0.00	18,039.70
307 New Pool Construction Fund						0.00	2,563.96
401 Water Fund	199,481.44		273.78	273.78		199,755.22	405,459.50
402 Wastewater Collection Fund	372,254.00		253.90	253.90		372,507.90	35,693.03
408 Water Reserve Fund	63,912.08		60.21	60.21		63,972.29	158,621.49
409 Wastewater Reserve Fund	300,751.93		343.91	343.91		301,095.84	373,525.82
412 Water Rights Acquisition Fund	175,968.94		161.82	161.82		176,130.76	119,093.98
413 Water Bond Redemption Fund						0.00	8,507.75
414 Wastewater Bond Redemption Fund						0.00	9,266.73
415 Water Bond Reserve Fund	40,923.69		23.98	23.98		40,947.67	11,365.82
416 Wastewater Bond Reserve Fund	68,925.29		40.39	40.39		68,965.68	4,333.91
417 Treatment Plant Reserve Fund	468,909.18		441.19	441.19		469,350.37	76,353.42
418 Water Short Lived Asset Reserve Fund						0.00	66,445.50
420 USDA Rural Development - Jewett Water Main Improve						0.00	96,807.00
601 Remittances						0.00	835.68
	2,346,960.75		2,348.80	2,348.80		2,349,309.55	2,656,394.96

Ending fund balance (Page 1) - Investment balance = Available cash.

5,005,704.51

TREASURERS REPORT

Outstanding Vouchers

City Of White Salmon
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2019	4374	10/02/2019	Tr Rec	1		Permitting Customer	273.05	Xpress Bill Pay Transaction 111616003CF; Date: 09
2019	4724	10/28/2019	Util Pay	1		Xpress Bill Pay	326.01	Xpress Import - EFT - 10-28-2019_daily_batch.csv
2019	4725	10/28/2019	Util Pay	1		Xpress Bill Pay	125.61	Xpress Import - Metavante - 10-28-2019_daily_ba
2019	4726	10/28/2019	Util Pay	1		Xpress Bill Pay	100.00	Xpress Import - iPay - 10-28-2019_daily_batch.csv
2019	4733	10/29/2019	Util Pay	1		Xpress Bill Pay	138.01	Xpress Import - CheckFree - 10-29-2019_daily_ba
2019	4739	10/30/2019	Util Pay	1		Xpress Bill Pay	420.21	Xpress Import - CC - 10-30-2019_daily_batch.csv
2019	4740	10/30/2019	Util Pay	1		Xpress Bill Pay	305.48	Xpress Import - EFT - 10-30-2019_daily_batch.csv
2019	4741	10/31/2019	Util Pay	1		Batch Customer	110.01	Morning Dropbox 8:00 Am
2019	4742	10/31/2019	Tr Rec	1		Mt Adams Chamber Of Commerce	352.24	
2019	4743	10/31/2019	Tr Rec	1		John Doe Citizen, Fingerprints/Notary/Recyl	25.00	Fingerprints - John Washburn
2019	4744	10/31/2019	Tr Rec	1		Kilmer Construction	75.00	
2019	4745	10/31/2019	Util Pay	1		Xpress Bill Pay	274.68	Xpress Import - EFT - 10-31-2019_daily_batch.csv
							2,525.30	
Receipts Outstanding:								
2016	1220	03/16/2016	Claims	1	31118	Cecelia Joan Huard C/O Brad Huard	6.20	Refund inactive customer credit balance
2017	8301	11/01/2017	Claims	1	33126	David & Angela Hill	87.43	041725.1 - 393 NECHERRY ST
2018	768	02/07/2018	Claims	1	33497	Renee Wuollet	11.38	020675.0 - 560 NECENTER PL
2018	1201	03/07/2018	Claims	1	33577	Chris Parker	3.17	040127.2 - 705 NECHURCH PLACE # E
2018	3179	06/20/2018	Claims	1	33915	Lourens and Monette Pretorius	16.96	053189.0 - 17 ANNIE LANE
2018	7272	09/05/2018	Payroll	1	34156	Savannah Vargas	49.10	Aug Payroll #2
2018	7524	09/20/2018	Payroll	1	34222	Savannah Vargas	20.68	Sept Payroll #1
2018	8618	12/05/2018	Payroll	1	34449	Angelina Heredia	27.70	Nov Payroll #2
2019	2627	06/05/2019	Claims	1	35066	Christopher Stiffler	168.00	Reimburse - Wildland Firefighter Exam Fee
2019	3568	08/07/2019	Claims	1	35245	Mark Long	179.21	071525.2 - 1196 WJEWETT BLVD 1198 - Refund
2019	4573	10/16/2019	Claims	1	35455	493 Earthmovers	200.00	Credit Balance On Utility Acct #4750
2019	4588	10/16/2019	Claims	1	35470	Gage Sauter Construction	7,464.00	Fire Hydrant Permit Deposit Refund - Meter Use 07/17 - 09/24/2019
2019	4603	10/16/2019	Claims	1	35485	Dave Poucher	12.30	Water Permit Fee Refund - Existing Meter - 1415 Catalina Lane
2019	4607	10/16/2019	Claims	1	35489	The Public Group	854.00	Meeting With Mayor Of Hood River - Meal Surplus Premium
							9,100.13	
Fund					Claims	Payroll	Total	
001 Current Expense					1,034.30	19.79	1,054.09	
10 Fund					0.00	77.69	77.69	
40 er Fund					7,892.97	0.00	7,892.97	

TREASURERS REPORT

Signature Page

City Of White Salmon
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We the undersigned officers for the City of White Salmon have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: 
Clerk/Treasurer / Date

Signed: 
Chairman Budget Committee / Date 11-24-19

City of White Salmon
October 2019 Treasurer's Report Reconciliation

	Revenue	Expenditures
	623,694.62	936,460.83
Treasurer's Receipts	203,766.33	657,147.12 Claims
Utility Receipts	313,573.29	172,477.25 Payroll
Interfund Transfers	114,630.58	114,630.58 Interfund Transfers
Revenue to Expenditure		Purchase Refund
Revenue to Expenditure		Refund repair costs
Expenditure to Revenue	-300.00	-300.00 Utility Balance Refund
Expenditure to Revenue	-200.00	-200.00 Utility Balance Refund
Expenditure to Revenue	-7,464.00	-7,464.00 Utility Balance Refund
Expenditure to Revenue		Utility Balance Refund
Expenditure to Revenue		Hydrant Deposit Refund
		94.88 Service Charge - Account Analysis
		75.00 Service Charge - Safe Deposit Box
	-257.75	NSF Building Permit
	-53.83	NSF Utility Payment
	623,694.62	936,460.83
	0.00	0.00

City of White Salmon
2019 October Treasurer's Report Reconciliation to Bank Statements

Treasurer's Report Ending Balance	5,005,704.51
Treasurer's Report Adjusted Ending Balance	5,012,279.34
Columbia State Bank (Cash)	2,662,792.84
US Bank (Time Value - Investment)	1,001,587.77
WA State Treasurer (State Pool - Investment)	1,347,721.78
Petty Cash	25.00
Drawer 1	150.00
Drawer 2	150.00
Drawer 3	150.00
Total Cash and Investments	5,012,577.39
Plus Outstanding Checks (Page 7 of Treasurer's Report)	9,100.13
Less Outstanding Deposits (Page 1 of Treasurer's Report)	-2,525.30
Adjusted Ending Balance	5,012,279.34
Difference	0.00

BANK RECONCILIATION

City Of White Salmon
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1 Checking Account

Date	Balance Forward	2,971,864.73
09/25/2019		998.89
09/26/2019		64.55
09/27/2019		312.90
09/28/2019		122.90
09/29/2019		108.91
09/30/2019		2,096.60
10/01/2019		10,592.86
10/02/2019		13,799.97
10/03/2019		11,171.27
10/04/2019		8,684.29
10/05/2019		1,332.78
10/06/2019		888.19
10/07/2019		15,540.47
10/08/2019		7,982.30
10/09/2019		6,037.75
10/10/2019		19,530.40
10/11/2019		9,393.86
10/12/2019		427.35
10/13/2019		285.44
10/14/2019		11,687.94
10/15/2019		16,924.44
10/16/2019		38,190.23
10/17/2019		75,973.82
10/18/2019		54,223.02
10/19/2019		6,888.85
10/20/2019		9,388.88
10/21/2019		112,670.69
10/22/2019		3,317.07
10/23/2019		5,110.51
10/24/2019		11,350.53
10/25/2019		3,852.43
10/26/2019		181.01
10/27/2019		3.33
10/28/2019		1,069.46
10/29/2019		3,000.51
10/30/2019		804.24
10/31/2019		52,161.63
	Total Credits:	516,170.27

Year	Trans#	Date	Type	Chk#	Vendor	
2019	3970	09/04/2019	Claims	35340	Masonic Lodge # 163	175.00
2019	4026	09/09/2019	Claims	35356	North Cascades Bank	3,193.00
2019	4170	09/18/2019	Claims	35375	Gorge INK	23.63
2019	4191	09/18/2019	Claims	35396	Thomas C. Petek, Ph.D.	300.00
2019	4287	10/01/2019	Ser Chge		Columbia Bank #1080	75.00
2019	4375	10/02/2019	Claims	35414	Aspect Consulting	3,499.25
2019	4376	10/02/2019	Claims	35415	C.H. Urness Motor Co.	162.81
2019	4377	10/02/2019	Claims	35416	Caterpillar Financial Services Corp.	1,714.37
2019	4378	10/02/2019	Claims	35417	City Of White Salmon	7,682.46
2019	4379	10/02/2019	Claims	35418	Larry and Nina Clark	300.00
2019	4380	10/02/2019	Claims	35419	Class5	33.59
2019	4381	10/02/2019	Claims	35420	Coburn Electric, Inc.	364.43
2019	4382	10/02/2019	Claims	35421	Columbia Gorge Training Assn	700.00
2019	4383	10/02/2019	Claims	35422	Community Enrichment of Klickitat County	150.00

BANK RECONCILIATION

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Year	Trans#	Date	Type	Chk#	Vendor	
2019	4384	10/02/2019	Claims	35423	EMTech, LLC	99,814.50
2019	4385	10/02/2019	Claims	35424	Goldendale Tire Center	609.81
2019	4386	10/02/2019	Claims	35425	Gorge Networks Inc	764.92
2019	4387	10/02/2019	Claims	35426	Hi School Pharmacy	2.68
2019	4388	10/02/2019	Claims	35427	Hunsaker Oil Company Inc	1,087.77
2019	4389	10/02/2019	Claims	35428	Jaques Sharp	901.09
2019	4390	10/02/2019	Claims	35429	Tamara Kaufman	150.00
2019	4391	10/02/2019	Claims	35430	Marla Keethler	564.34
2019	4392	10/02/2019	Claims	35431	Ned Kindler	135.50
2019	4393	10/02/2019	Claims	35432	Klickitat County Commissioner-Judicial	4,680.12
2019	4394	10/02/2019	Claims	35433	Klickitat County Health Dept	35.00
2019	4395	10/02/2019	Claims	35434	League of Oregon Cities	80.00
2019	4396	10/02/2019	Claims	35435	Masonic Lodge # 163	175.00
2019	4397	10/02/2019	Claims	35436	NAPA Auto Parts dba of TWGW, Inc	244.37
2019	4398	10/02/2019	Claims	35437	Northwest Natural Gas Co	125.88
2019	4399	10/02/2019	Claims	35438	Office Depot	60.60
2019	4400	10/02/2019	Claims	35439	Onsite Supply House LLC	19.80
2019	4401	10/02/2019	Claims	35440	PUD No 1 Of Klickitat County	21,901.31
2019	4402	10/02/2019	Claims	35441	David R Poucher	49.00
2019	4403	10/02/2019	Claims	35442	Quill	0.90
2019	4404	10/02/2019	Claims	35443	Radcomp Technologies	3,830.80
2019	4405	10/02/2019	Claims	35444	Ray Schultens Motors	201.06
2019	4406	10/02/2019	Claims	35445	Reynier, Ron Atty At Law	1,375.00
2019	4407	10/02/2019	Claims	35446	Larry Spencer	135.50
2019	4408	10/02/2019	Claims	35447	TransUnion Risk & Alternative	53.75
2019	4409	10/02/2019	Claims	35448	Tum-A-Lum Lumber	19.98
2019	4410	10/02/2019	Claims	35449	US Bank	7,122.41
2019	4411	10/02/2019	Claims	35450	WA State Criminal Justice Training Com	3,347.00
2019	4412	10/02/2019	Claims	35451	WA State Dept Health	89,587.10
2019	4413	10/02/2019	Claims	35452	WSP USA Inc.	9,565.06
2019	4414	10/02/2019	Claims	35453	Wilcox & Flegel	792.19
2019	4415	10/02/2019	Claims	35454	Kenneth B. Woodrich PC	6,846.00
2019	4431	10/03/2019	Payroll		Oregon Dept. of Revenue - Transit Tax	15.37
2019	4432	10/03/2019	Payroll		Employment Security Department	652.48
2019	4433	10/03/2019	Payroll		Department Of Labor & Industries	9,129.74
2019	4322	10/04/2019	Payroll		Jan Brending	2,624.33
2019	4323	10/04/2019	Payroll		Erika Castro-Guzman	1,657.27
2019	4324	10/04/2019	Payroll		Jeffrey Cooper	1,455.55
2019	4325	10/04/2019	Payroll		Kate E Daniels	1,943.40
2019	4326	10/04/2019	Payroll		Andrew Dirks	1,558.84
2019	4327	10/04/2019	Payroll		Lisa L George	1,710.12
2019	4328	10/04/2019	Payroll	35407	Suzanne Glaser	92.35
2019	4329	10/04/2019	Payroll		Edward L Gunnyon	1,682.38
2019	4330	10/04/2019	Payroll	35408	Jason L Hartmann	152.53
2019	4331	10/04/2019	Payroll	35409	Donna Heimke	68.49
2019	4332	10/04/2019	Payroll		Michael L Hepner	2,922.45
2019	4333	10/04/2019	Payroll		F Jay Holtmann	92.35
2019	4334	10/04/2019	Payroll		William F Hunsaker	2,365.37
2019	4335	10/04/2019	Payroll		Marla A Keethler	152.53
2019	4336	10/04/2019	Payroll		Jason Kinley	1,486.59
2019	4337	10/04/2019	Payroll		Katie G Kreps	1,314.30
2019	4338	10/04/2019	Payroll		Ross E Lambert	2,471.70
2019	4339	10/04/2019	Payroll	35410	Amy Martin	152.53
2019	4340	10/04/2019	Payroll		Madelynn M McIlwain	1,670.24
2019	4341	10/04/2019	Payroll		Patrick R Munyan Jr	3,209.70
2019	4342	10/04/2019	Payroll		Stephanie M Porter	1,714.51
2019	4343	10/04/2019	Payroll	35411	Ashley Post	152.53

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Year	Trans#	Date	Type	Chk#	Vendor	
2019	4344	10/04/2019	Payroll		David R Poucher	516.81
2019	4345	10/04/2019	Payroll		Frank Randall	2,327.95
2019	4346	10/04/2019	Payroll		Troy Rosenburg	1,743.04
2019	4347	10/04/2019	Payroll		Pedro Virgen	1,868.89
2019	4348	10/04/2019	Payroll	35412	Jess W Wardwell	92.35
2019	4349	10/04/2019	Payroll		AFLAC	294.98
2019	4350	10/04/2019	Payroll		Association Of WA Cities	31,747.07
2019	4351	10/04/2019	Payroll		Internal Revenue Service	13,117.25
2019	4352	10/04/2019	Payroll		LifeSecure Insurance Company	371.09
2019	4353	10/04/2019	Payroll		LifeSecure Insurance Company	1,103.52
2019	4354	10/04/2019	Payroll		LifeSecure Insurance Company	240.69
2019	4355	10/04/2019	Payroll		Oregon Department of Revenue	173.00
2019	4356	10/04/2019	Payroll		Standard Insurance	334.05
2019	4357	10/04/2019	Payroll		WA State Dept Retirement Systems	200.00
2019	4358	10/04/2019	Payroll		WA State Dept Retirement Systems	9,500.70
2019	4359	10/04/2019	Payroll		Washington State Support Registry	250.00
2019	4360	10/04/2019	Payroll	35413	WSCCE	722.54
2019	4442	10/04/2019	Payroll		Employment Security Department - PFMLA	851.39
2019	4319	10/06/2019	Claims		Xpress Bill Pay	500.80
2019	4936	10/06/2019	Claims		Chase Paymentech	30.00
2019	4938	10/06/2019	Claims		Chase Paymentech	1,502.63
2019	4533	10/15/2019	Ser Chge		Columbia Bank #1080	94.88
2019	4572	10/16/2019	Claims		WA State Dept Revenue/Excise	9,344.54
2019	4574	10/16/2019	Claims	35456	Ace Hardware	42.08
2019	4575	10/16/2019	Claims	35457	Aramark Uniform Services	276.24
2019	4576	10/16/2019	Claims	35458	Artistic Excavation, LLC	178,351.91
2019	4577	10/16/2019	Claims	35459	Axon Enterprise, Inc.	2,773.50
2019	4578	10/16/2019	Claims	35460	BSK Associates	219.00
2019	4579	10/16/2019	Claims	35461	Bingen, City Of	58,101.50
2019	4580	10/16/2019	Claims	35462	Brasuell Plumbing	464.99
2019	4581	10/16/2019	Claims	35463	Charter Communications	224.95
2019	4582	10/16/2019	Claims	35464	City Of White Salmon	60,240.78
2019	4583	10/16/2019	Claims	35465	DataPro Solutions, Inc	157.17
2019	4584	10/16/2019	Claims	35466	Databar	3,027.30
2019	4585	10/16/2019	Claims	35467	Enterprise, The	60.00
2019	4586	10/16/2019	Claims	35468	Fastenal	215.14
2019	4587	10/16/2019	Claims	35469	Fitzjarrald, Lance D. Atty At Law	735.00
2019	4589	10/16/2019	Claims	35471	H.D. Fowler Company	3,218.89
2019	4590	10/16/2019	Claims	35472	H2Oregon Bottled Water	13.98
2019	4591	10/16/2019	Claims	35473	Chris Hipskind	150.00
2019	4592	10/16/2019	Claims	35474	Hood River County	297.50
2019	4593	10/16/2019	Claims	35475	Klickitat County Health Dept	140.00
2019	4594	10/16/2019	Claims	35476	Klickitat County Prosecutor	10.49
2019	4595	10/16/2019	Claims	35477	Les Schwab Tire Centers	120.07
2019	4596	10/16/2019	Claims	35478	Mitchell K. Wilson, Interpreter	31.66
2019	4597	10/16/2019	Claims	35479	Mosier WiNet	400.00
2019	4598	10/16/2019	Claims	35480	Municipal Emergency Services	44.48
2019	4599	10/16/2019	Claims	35481	Office Depot	221.71
2019	4600	10/16/2019	Claims	35482	One Call Concepts Inc	53.50
2019	4601	10/16/2019	Claims	35483	Pioneer Surveying Engineering Inc	3,732.00
2019	4602	10/16/2019	Claims	35484	Platt Electrical, dba of Rexel USA, INC	64.11
2019	4604	10/16/2019	Claims	35486	Republic Services #487	288.79
2019	4605	10/16/2019	Claims	35487	Same Day Stage	49.00
2019	4606	10/16/2019	Claims	35488	Shred-it USA LLC	166.20
2019	4608	10/16/2019	Claims	35490	US Bank Safekeeping	24.00
2019	4609	10/16/2019	Claims	35491	Verizon Wireless	863.50
2019	4610	10/16/2019	Claims	35492	WA State Treas. Cash Mgmt Dept	555.43

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Year	Trans#	Date	Type	Chk#	Vendor	
2019	4611	10/16/2019	Claims	35493	WSP USA Inc.	33,205.24
2019	4612	10/16/2019	Claims	35494	Wilcox & Flegel	1,145.30
2019	4613	10/16/2019	Claims	35495	Xerox Financial Services, LLC	843.61
2019	4951	10/17/2019	Ser Chge		Columbia Bank #1080	257.75
2019	4544	10/21/2019	Payroll	35496	William R Avery II	2,581.16
2019	4545	10/21/2019	Payroll	35497	Jan Brending	2,625.96
2019	4546	10/21/2019	Payroll	35498	Erika Castro-Guzman	1,717.08
2019	4547	10/21/2019	Payroll	35499	Jeffrey Cooper	1,861.41
2019	4548	10/21/2019	Payroll	35500	Kate E Daniels	1,684.40
2019	4549	10/21/2019	Payroll	35501	Andrew Dirks	1,316.28
2019	4550	10/21/2019	Payroll	35502	Lisa L George	1,710.57
2019	4551	10/21/2019	Payroll	35503	Edward L Gunnyon	3,118.91
2019	4552	10/21/2019	Payroll	35504	Michael L Hepner	2,933.64
2019	4553	10/21/2019	Payroll	35505	William F Hunsaker	2,365.02
2019	4554	10/21/2019	Payroll	35506	Jason Kinley	2,092.10
2019	4555	10/21/2019	Payroll	35507	Katie G Kreps	1,344.46
2019	4556	10/21/2019	Payroll	35508	Ross E Lambert	1,672.47
2019	4557	10/21/2019	Payroll	35509	Madelynn M McIlwain	1,670.24
2019	4558	10/21/2019	Payroll	35510	Patrick R Munyan Jr	3,210.12
2019	4559	10/21/2019	Payroll	35511	Stephanie M Porter	1,605.30
2019	4560	10/21/2019	Payroll	35512	Frank Randall	2,222.17
2019	4561	10/21/2019	Payroll	35513	Troy Rosenburg	1,669.06
2019	4562	10/21/2019	Payroll	35514	Pedro Virgen	3,082.99
2019	4563	10/21/2019	Payroll		Internal Revenue Service	14,803.99
2019	4564	10/21/2019	Payroll		Oregon Department of Revenue	143.00
2019	4565	10/21/2019	Payroll		WA State Dept Retirement Systems	200.00
2019	4566	10/21/2019	Payroll		WA State Dept Retirement Systems	10,693.95
2019	4567	10/21/2019	Payroll		Washington State Support Registry	250.00
2019	4652	10/21/2019	Claims	35515	CenturyLink	1,348.48
2019	4948	10/22/2019	Claims		USDA Rural Development	16,476.00
2019	4952	10/24/2019	Ser Chge		Christopher Fordonski	53.83
Total Debits:						825,267.16
Reconciled Bank Balance:						2,662,767.84
2019	4374	10/02/2019	Tr Rec	50470	Permitting Customer	273.05
2019	4724	10/28/2019	Util Pay	50702	Xpress Bill Pay	326.01
2019	4725	10/28/2019	Util Pay	50703	Xpress Bill Pay	125.61
2019	4726	10/28/2019	Util Pay	50704	Xpress Bill Pay	100.00
2019	4733	10/29/2019	Util Pay	50711	Xpress Bill Pay	138.01
2019	4739	10/30/2019	Util Pay	50717	Xpress Bill Pay	420.21
2019	4740	10/30/2019	Util Pay	50718	Xpress Bill Pay	305.48
2019	4741	10/31/2019	Util Pay	50719	Batch Customer	110.01
2019	4742	10/31/2019	Tr Rec	50720	Mt Adams Chamber Of Commerce	352.24
2019	4743	10/31/2019	Tr Rec	50721	John Doe Citizen, Fingerprints/Notary/Recyl	25.00
2019	4744	10/31/2019	Tr Rec	50722	Kilmer Construction	75.00
2019	4745	10/31/2019	Util Pay	50723	Xpress Bill Pay	274.68
Outstanding Credits:						-2,525.30
2016	1220	03/16/2016	Claims	31118	Huard C/O Brad Huard, Cecelia Joan	6.20
2017	8301	11/01/2017	Claims	33126	Hill, David & Angela	87.43
2018	768	02/07/2018	Claims	33497	Wuollet, Renee	11.38
2018	1201	03/07/2018	Claims	33577	Parker, Chris	3.17
2018	3179	06/20/2018	Claims	33915	Pretorius, Lourens and Monette	16.96
2018	7272	09/05/2018	Payroll	34156	Vargas, Savannah	49.10
2018	7524	09/20/2018	Payroll	34222	Vargas, Savannah	20.00
2018	8618	12/05/2018	Payroll	34449	Heredia, Angelina	27.00
2019	2627	06/05/2019	Claims	35066	Stiffler, Christopher	168.00

BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

Time: 14:01:59 Date: 11/19/2019

10/01/2019 To: 10/31/2019

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2019	3568	08/07/2019	Claims	35245	Long, Mark	179.21	
2019	4573	10/16/2019	Claims	35455	493 Earthmovers	200.00	
2019	4588	10/16/2019	Claims	35470	Gage Sauter Construction	7,464.00	
2019	4603	10/16/2019	Claims	35485	Poucher, Dave	12.30	
2019	4607	10/16/2019	Claims	35489	The Public Group	854.00	
						<hr/>	
						Outstanding Debits:	9,100.13
						<hr/>	
						Reconciled Book Balance:	2,656,218.01
						<hr/>	



Direct Inquiries to:
 White Salmon (509) 493-2500
 P O Box 279 White Salmon WA 98672

STATEMENT OF ACCOUNT

Statement Date: 10/31/19
 Last Statement Date: 09/30/19
 Account: XXXXXX2469

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CITY OF WHITE SALMON
 PO BOX 2139
 WHITE SALMON WA 98672-2139



SUMMARY OF ACCOUNT BALANCES

Account Name	Account Number	Ending Balance
Public Checking	XXXXXX2469	\$2,662,792.84

Public Checking

Account Number	XXXXXX2469	Beginning Balance	\$2,971,864.73
Low Balance	\$2,567,232.28	Credits	
		Deposits	\$238,988.55
		ACH Credits	\$277,206.72
		Other Credits	\$0.00
		Total Credits	\$516,195.27
		Total Account Fees	\$0.00
		Debits	
		ACH Debits	\$158,414.56
		Other Debits	\$481.46
		Electronic Checks	\$0.00
		Checks	\$666,371.14
		Total Debits	\$825,267.16
		Ending Balance	\$2,662,792.84

DEPOSITS

Date	Description	Amount
10-01	Deposit	\$103.91
10-01	Deposit	\$392.57
10-02	Deposit	\$7,790.70
10-03	Deposit	\$976.10
10-03	Deposit	\$4,961.15
10-04	Deposit	\$5.00
10-04	Deposit	\$8,882.29
10-07	Deposit	\$5,041.48
10-08	Deposit	\$110.85
10-08	Deposit	\$10,871.12
10-09	Deposit	\$448
10-09	Deposit	\$1,625

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BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:45:11 Date: 11/14/2019
Page: 1

2 State Pool

Date	Balance Forward	
10/31/2019		1,345,372.95
		<u>2,348.80</u>
	Total Credits:	2,348.80

Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	<u>0.00</u>
Reconciled Bank Balance:	1,347,721.75
Outstanding Credits:	<u> </u>
Outstanding Debits:	<u> </u>
Reconciled Book Balance:	<u>1,347,721.75</u>

Local Government Investment Pool
Statement of Account for No: 02530
Primary Account
October 2019

CITY OF WHITE SALMON
PO BOX 2139
WHITE SALMON, WA 98672-8672

Date	Description	Comment	Deposits	Withdrawals	Balance
10/01/2019	Beginning Balance				1,345,372.98
10/31/2019	Month End Balance				1,345,372.98
	October Earnings	Daily Factor Earnings	2,348.80		
	Net Ending Balance				1,347,721.78

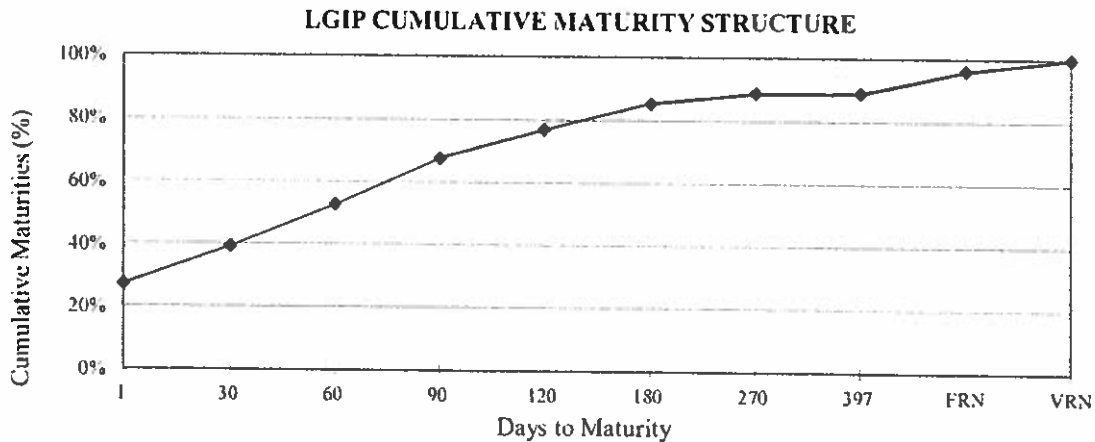
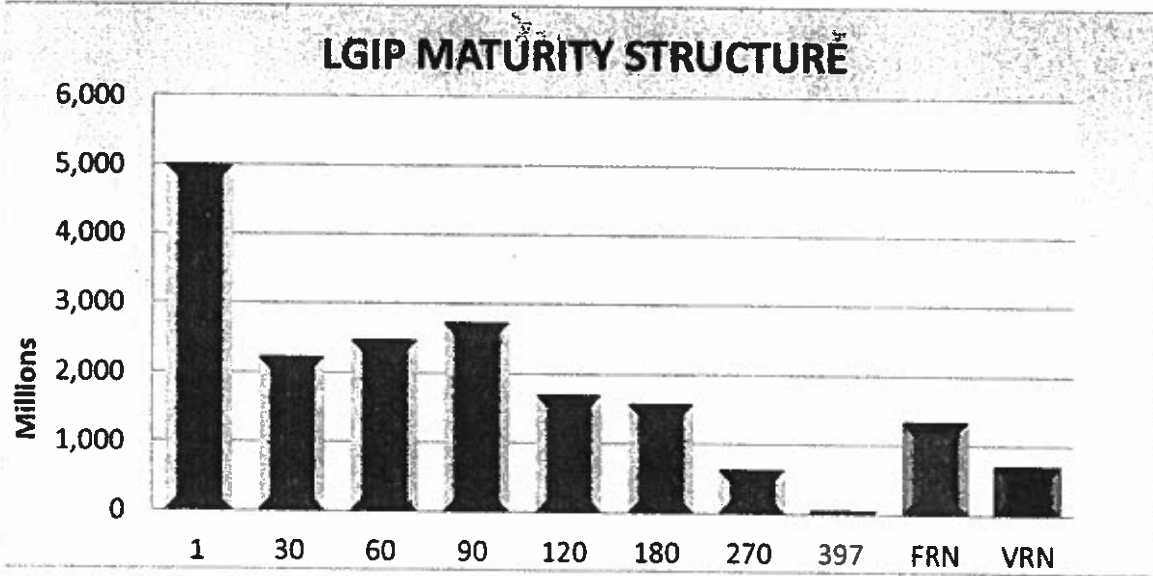
Account Summary

Beginning Balance:	1,345,372.98	Gross Earnings:	2,356.99
Deposits:	0.00	Administrative Fee:	8.19
Withdrawals:	0.00	Net Earnings:	2,348.80
Month End Balance:	1,345,372.98		
Administrative Fee Rate:	0.0072 %	Net Ending Balance:	1,347,721.78
Gross Earnings Rate:	2.0627 %		
Net Earnings Rate:	2.0556 %	Average Daily Balance:	1,345,372.98

**WASHINGTON STATE
LOCAL GOVERNMENT INVESTMENT POOL
October 31, 2019**

<u>DAYS TO MATURITY</u>	<u>\$ MATURING (PAR VALUE)*</u>	<u>% MATURING</u>	<u>CUMULATIVE % MATURING</u>
1	4,979.67	27.2%	27.2%
2-30	2,222.00	12.1%	39.3%
31-60	2,474.00	13.5%	52.8%
61-90	2,726.14	14.8%	67.6%
91-120	1,700.00	9.3%	76.8%
121-180	1,570.00	8.5%	85.4%
181-270	625.00	3.4%	88.8%
271-397	50.00	0.3%	89.1%
Floating Rate Notes	1,326.00	7.2%	96.3%
Variable Rate Notes	702.00	3.8%	100.0%
PORTFOLIO TOTAL:	18,374.81		

* Amounts in millions of dollars

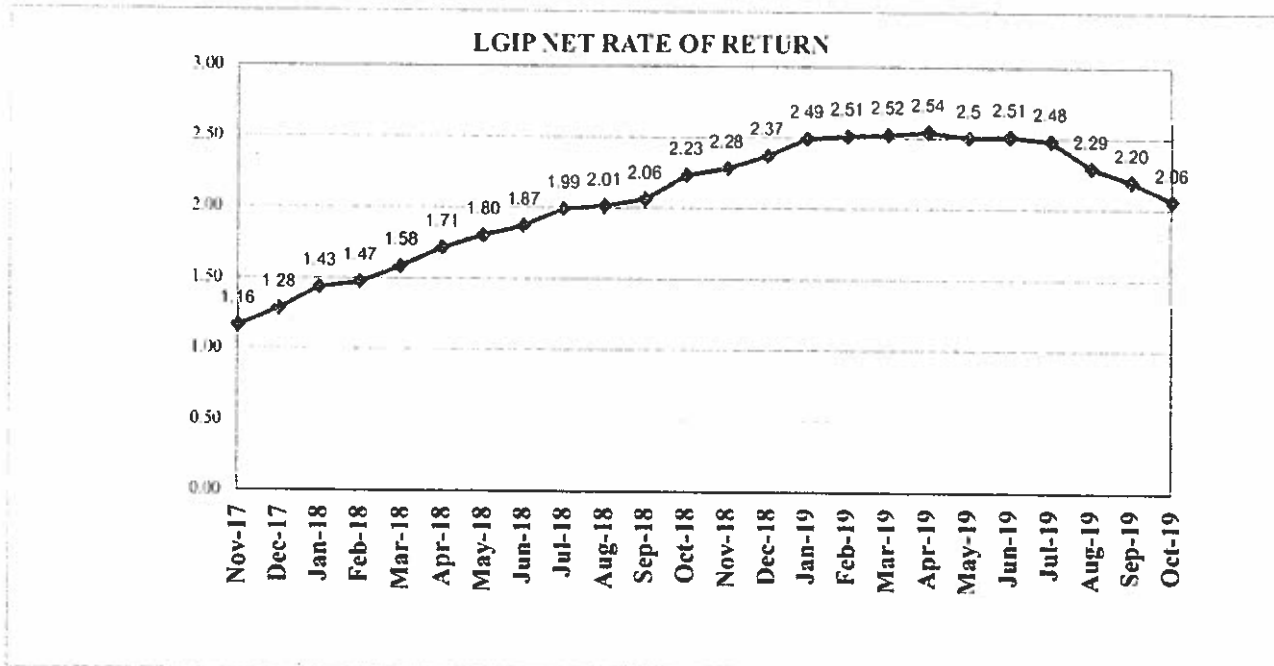


**WASHINGTON STATE
LOCAL GOVERNMENT INVESTMENT POOL
October 31, 2019**

Investment Type	Average Balance <u>Oct-19</u>	Oct-19 <u>Percentage</u>	Average Balance <u>CY 2019</u>	2019 <u>Percentage</u>
Agency Discount Notes	2,739,012,068.16	16.75%	3,214,081,159.42	20.74%
Agency Floating Rate Notes	1,196,189,256.22	7.31%	1,312,195,597.21	8.47%
Agency Variable Rate Notes	501,967,576.52	3.07%	581,556,063.92	3.75%
Certificates of Deposit	189,250,000.00	1.16%	192,193,585.52	1.24%
IB Bank Deposit	2,879,390,409.67	17.61%	2,667,019,927.58	17.21%
Repurchase Agreements	1,487,096,774.19	9.09%	1,420,802,013.12	9.17%
SOFR Floating Rate Notes	172,419,354.84	1.05%	117,105,263.16	0.76%
Supras - Bullets	97,417,533.78	0.60%	203,363,123.37	1.31%
Supras - Discount Notes	792,935,091.52	4.85%	660,777,812.78	4.26%
Supras- Floating Rate Notes	0.00	0.00%	50,493,421.05	0.33%
Supras - Variables	0.00	0.00%	92,747,893.07	0.60%
Term Repurchase Agreements	846,774,193.55	5.18%	928,782,894.73	5.99%
U.S. Treasury Securities	5,253,123,329.38	32.12%	3,910,216,992.36	25.23%
US Treasury Floating Rate Notes	199,924,311.94	1.22%	146,310,425.11	0.94%

Total Avg Daily Balance 16,355,499,899.77 100.00% 15,497,646,172.40 100.00%

Avg Days to Maturity 49 days



* Rates are calculated on a 365-day basis

BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:45:32 Date: 11/14/2019
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3 Petty Cash

Date	Balance Forward	25.00
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Total Credits:	0.00
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Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	0.00
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Reconciled Bank Balance:	25.00
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Outstanding Credits:	
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Outstanding Debits:	
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Reconciled Book Balance:	25.00
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BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:45:58 Date: 11/14/2019
Page: 1

4 Cash Drawer 1

Date	Balance Forward	150.00
------	-----------------	--------

Total Credits:	0.00
----------------	------

Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	0.00
---------------	------

Reconciled Bank Balance:	150.00
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Outstanding Credits:	
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Outstanding Debits:	
---------------------	--

Reconciled Book Balance:	150.00
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BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:46:15 Date: 11/14/2019
Page: 1

5 Cash Drawer 2

Date	Balance Forward	150.00
------	-----------------	--------

Total Credits:	0.00
----------------	------

Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	0.00
---------------	------

Reconciled Bank Balance:	150.00
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Outstanding Credits:	
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Outstanding Debits:	
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Reconciled Book Balance:	150.00
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BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:46:31 Date: 11/14/2019
Page: 1

6 Cash Drawer 3

Date	Balance Forward	150.00
------	-----------------	--------

Total Credits:	0.00
----------------	------

Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	0.00
---------------	------

Reconciled Bank Balance:	150.00
--------------------------	--------

Outstanding Credits:	
----------------------	--

Outstanding Debits:	
---------------------	--

Reconciled Book Balance:	150.00
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BANK RECONCILIATION

City Of White Salmon
MCAG #: 0481

10/01/2019 To: 10/31/2019

Time: 07:47:14 Date: 11/14/2019
Page: 1

10 Time Value Investments

Date	Balance Forward	1,001,587.77
------	-----------------	--------------

Total Credits:	0.00
----------------	------

Year	Trans#	Date	Type	Chk#	Vendor
------	--------	------	------	------	--------

Total Debits:	0.00
---------------	------

Reconciled Bank Balance:	1,001,587.77
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Outstanding Credits:	
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Outstanding Debits:	
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Reconciled Book Balance:	1,001,587.77
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ACTIVITY - Settled/Cleared Cash Activity

Transaction Type	Amount
Purchases	0.00
Purchase Reversals	0.00
Sales	0.00
Sale Reversals	0.00
Withdrawals	0.00
Receipts	0.00
Deliveries	0.00
Principal Reversals	0.00
Interest	0.00
Interest Reversals	0.00
Interest Adjustments	0.00
Maturities	0.00
Calls	0.00
Puts	0.00
Paydowns	0.00
Paydown Adjustments	0.00
Payups	0.00
Payup Adjustments	0.00
Cash Dividends	0.00
Balance Changes	0.00
Stock Dividends	0.00
Closeouts	0.00
Closeout Dividends	0.00
Net Activity	0.00

Your Sales Representative is: SAFEKEEPING OPERATIONS
 (800) 236-4221
 Statement Contents
 *Summary
 *Holdings

HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
US Government Agency Securities	1,021,000.00000	1,021,000.00000	1,001,587.77	1,014,577.63
Total Custody Holdings	1,021,000.00000	1,021,000.00000	1,001,587.77	1,014,577.63

**City of White Salmon
Budget Summary Report
As of October 31, 2019**

	Budget Revenue	Year-To-Date Revenue	Remaining		Budget Expenditures	Year-To Date Expenditures	Remaining	83.33%
001 Current Expense								
Finance					431,751.00	383,541.70	48,209.30	88.83%
Central Services (HR)					74,972.00	40,642.40	34,329.60	54.21%
General Government					121,532.00	77,104.07	44,427.93	63.44%
Building					123,937.00	95,014.59	28,922.41	76.66%
Community Services					6,336.00	6,335.70	0.30	100.00%
Planning					362,970.00	163,200.54	199,769.46	44.96%
Park					116,799.00	83,541.49	33,257.51	71.53%
Police					1,022,364.00	756,360.11	266,003.89	73.98%
Fire					164,026.00	73,531.82	90,494.18	44.83%
001 Current Expense	2,632,189.00	2,127,852.72	504,336.28	80.84%	2,424,687.00	1,679,272.42	745,414.58	69.26%
101 Street Fund	866,150.00	550,959.31	315,190.69	63.61%	889,490.00	555,316.52	334,173.48	62.43%
107 Pool Fund	28,264.00	27,787.57	476.43	98.31%	14,110.00	13,638.90	471.10	96.66%
108 Municipal Capital Imp. Fund	396,369.00	401,644.67	-5,275.67	101.33%	332,960.00	123,280.10	209,679.90	37.03%
110 Fire Reserve Fund	185,866.00	185,806.07	59.93	99.97%	0.00	0.00	0.00	0.00%
112 General Fund Reserve	122,987.00	2,596.06	120,390.94	2.11%	433,370.00	433,370.00	0.00	0.00%
121 Police Vehicle Reserve Fund	1,820.00	1,394.68	425.32	76.63%	58,089.00	38,541.54	19,547.46	66.35%
200 Unlimited Go Bond Fund	85.00	84.58	0.42	--	0.00	0.00	0.00	0.00%
307 New Pool Construction Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
401 Water Fund	1,890,993.00	1,626,192.04	264,800.96	86.00%	2,306,837.00	1,813,237.60	493,599.40	78.60%
402 Wastewater Collection Fund	994,057.00	842,611.80	151,445.20	84.76%	1,301,853.00	994,302.05	307,550.95	76.38%
408 Water Reserve Fund	251,034.00	250,986.43	47.57	99.98%	250,000.00	178,351.91	71,648.09	0.00%
409 Wastewater Reserve Fund	294,868.00	294,333.20	534.80	99.82%	0.00	0.00	0.00	0.00%

City of White Salmon
 Budget Summary Report
 As of October 31, 2019

	Budget Revenue	Year-To-Date Revenue	Remaining		Budget Expenditures	Year-To Date Expenditures	Remaining	83.33%
412 Water Rights Acquisition Fund	147,929.00	131,767.26	16,161.74	89.07%	123,971.00	61,992.12	61,978.88	50.01%
412 Water Bond Redemption Fund	42,654.00	35,545.00	7,109.00	83.33%	42,654.00	42,660.73	-6.73	100.02%
414 Wastewater Bond Redemption Fund	13,089.00	10,907.50	2,181.50	83.33%	13,089.00	13,080.27	8.73	99.93%
415 Water Bond Resesrve Fund	2,329.00	2,052.65	276.35	88.13%	0.00	0.00	0.00	0.00%
416 Wastewater Bond Reserve Fund	851.00	897.11	-46.11	105.42%	0.00	0.00	0.00	0.00%
417 Treatment Plant Reserve Fund	30,871.00	33,513.25	-2,642.25	108.56%	0.00	0.00	0.00	0.00%
418 Water Short Lived Asset Reserve Fund	100,000.00	83,333.30	16,666.70	83.33%	100,000.00	100,000.00	0.00	100.00%
420 USDA Rural Develop. Jewett Water	1,428,767.00	100,000.00	1,328,767.00	7.00%	1,428,767.00	3,193.00	1,425,574.00	0.22%
601 Remittances	12,223.00	10,041.91	2,181.09	82.16%	12,262.00	9,244.76	3,017.24	75.39%
Total	9,443,395.00	6,720,307.11	2,723,087.89	71.16%	9,732,139.00	6,059,481.92	3,672,657.08	62.26%

Note: Revenue does not include beginning balances and expenditures does not include ending balances

Item Attachment Documents:

11. Subscription - BIAS Software



AGENDA MEMO

Needs Legal Review: No
Council Meeting Date: December 4, 2019
Agenda Item: Consent Agenda - BIAS Software Agreement
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Consent of 2020 BIAS Software agreement signed by Jan Brending, Clerk Treasurer per City Procurement Policy.

PROPOSED MOTION:

None unless removed from Consent Agenda.

Explanation of issue:

The City uses BIAS Software for its financial, payroll, utility billing, cash receipting and building permit modules. The city pays an annual fee each year. The fee for 2020 is \$9,861.44 (an increase from 2019 of \$521.82 or 6%). These costs are included in the 2020 budget.

Staff Recommendation:

Staff recommends the city council consent to the 2020 BIAS Software agreement signed by Jan Brending, Clerk Treasurer

ORDER FORM

ORDER FORM for: City of White Salmon
 Prepared on: November 15, 2019
 Subscription Period: Jan 1, 2020 - Dec 31, 2020

SUBSCRIPTION TOTAL	\$9,861.44
Financial Essentials Payroll Plus Utilities Essentials Cash Receipting Essentials Back-up Building Permits	

Order prepared for:
 Company: **City of White Salmon**
 Contact: **Jan Brending**
 Address: **100 N Main St.
 PO Box 2139
 White Salmon, Washington 98672**
 Phone: **(509) 493-1133**
 Email: janb@ci.white-salmon.wa.us

Order prepared by:
 Company: **BIAS Software**
 Proposed by: **Katie Felchlin**
 Address: **327 E. Pacific
 Spokane, WA 99202**
 Phone: **(509) 443-3332**
 Email: katie@biassoftware.com

ORDER DETAILS

ORDER DETAILS					
Subscription Type	Enhancements	Order Term (months)	Monthly/ Unit Price	Qty	Total Price
Financial Essentials	None	12	\$100.63	1	\$1,207.50
Payroll Plus	MyBIAS: Timesheets	12	\$161.25	1	\$1,935.00
Utilities Essentials	Xpress	12	\$201.25	1	\$2,415.00
Cash Receipting Essentials	None	12	\$140.25	1	\$1,683.00
Back-up	N/A	12	\$57.50	1	\$690.00
Building Permits	None	12	\$93.75	1	\$1,125.00
<i>Discounts:</i>					
Tax:					\$805.94
Remarks:				Subscription Total (tax included)	\$9,861.44

ORDER FORM

ORDER FORM for: City of White Salmon
 Prepared on: November 15, 2019
 Subscription Period: Jan 1, 2020 - Dec 31, 2020

SUBSCRIPTION TOTAL	\$9,861.44
Financial Essentials Payroll Plus Utilities Essentials Cash Receipting Essentials Back-up Building Permits	

SUBSCRIPTION OPTIONS

Software Subscription	Software Subscription + Asset Connect (single-user)	Software Subscription + Asset Connect (multi-user)
Subscription total	\$9,861.44	Subscription total
	<i>Plus</i>	\$9,861.44
	Asset Connect (Single-user)	<i>Plus</i>
		\$1,644.00
	12-month subscription	12-month subscription
	Included	Included
	2019 subscription	2019 subscription
	Included	Included
	1-user license	Up to 5-user licenses
	Included	Included
	Training & set-up	Training & set-up
	Included	Included
		One-time asset import
		Included
<i>Select an option:</i>	\$9,861.44	\$10,425.44
	<u>Initial</u>	<u>Initial</u>
		<u>Initial</u>

AUTHORIZATION

Jan Brending
 Name
Clerk Treasurer
 Title

Jan Brending
 Signature
November 21, 2019
 Date

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by [BIAS Master Subscription Agreement](#), between BIAS and Customer unless otherwise agreed by BIAS and Customer. During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party (unless required by law) without BIAS prior written consent.

PAYMENT

Annual Support Fee is due on the contract year by January 31st. Invoice will be generated upon receiving signed Order Form.

PLEASE RETURN BOTH PAGES
 Please sign and fax to 888.228.0030 or email to katie@biassoftware.com

BIAS MASTER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") governs your acquisition and use of our Subscription Services.

By accepting this agreement, either by clicking a box indicating your acceptance, by executing an order form that references this agreement, by downloading the software, or logging in to software, or paying an invoice with these terms you ("You" or "Customer") agree to the following terms and conditions governing your use of these Subscription Services (defined below) offered by BIAS Accounting Inc. If you are entering into this Agreement on behalf of a government entity or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "Customer", "You", or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not install or login to the software, you must not use the Software or Subscription Services, and you must not accept this Agreement. This Agreement is effective when Customer signs an Order Form referencing this Agreement or downloads or begins using the Subscription Services, whichever is earlier, and then will become coterminous with the subscription period thereafter ("Effective Date").

AGREEMENT:

Defined Terms. Certain terms used in this Agreement, including Order Forms, have defined meanings, which are provided in Section 19, and in other Sections herein, including, but not limited to, the preamble. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.

1. Use of Subscription Services

- a. **Subscription to the Service.** BIAS ("BIAS" or "We" or "Us") hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable (except as provided in Section 13) right to (a) access and use the Subscription Service and (b) implement, configure and permit its Authorized Users to access and use the Subscription Service during the Subscription Period, solely for it and its Affiliates' internal business purposes, and in accordance with this Agreement and the Product Specifications provided with the Subscription Service. Customer may purchase the Subscription Services by submitting an Order Form. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in another writing by BIAS with explicit reference to the accepted terms and conditions of this Agreement or the Order Form. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its account comply with all of Customer's obligations under this Agreement, and the Customer is responsible for Customer's Authorized User's acts and omissions relating to the Agreement as though they were those of Customer.
- b. **BIAS's Responsibilities.** BIAS will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer Basic Support related to the Subscription Service in accordance with section 4; and (iii) provide the Subscription Service in accordance with applicable laws and government regulations.
- c. **Customer Responsibilities.** Customer will (i) be responsible for meeting BIAS's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify BIAS promptly of any such unauthorized access or use; and (v) use the Subscription Service only in accordance with this Agreement, the applicable documentation, laws and government regulations, and any written instructions provided by BIAS to Customer.

2. **Proprietary Protection.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Subscription Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

BIAS MASTER SUBSCRIPTION AGREEMENT

- a. **Restrictions.** You shall not (i) license, sublicense, sell, resell, or otherwise use the Subscription Services for a third party's benefit unless authorized by BIAS; (ii) transfer, assign (except as provided in Section 13), distribute, or otherwise commercially exploit or make the Subscription Service available to any third party not authorized by BIAS; (iii) upload Customer Data or other data to the Subscription Service that contains any viruses or programming routines, macros, or other elements that may damage the Subscription Services; (iv) access the Subscription Service for purposes of monitoring availability, penetration, or security testing, or any benchmarking; (v) reverse engineer, decompile, disassemble, copy, or create derivative works of the Subscription Services, or otherwise attempt to derive the source code or other trade secrets inherent in the Subscription Services.
- b. **Your Data.** You grant us the rights to use Your Data in order to provide the Subscription Services, Basic Support, and Professional Services. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You represent and warrant that You own or have full and unrestricted rights and authority to effectuate this grant and there are no third parties who may claim rights or interests in Your Data or otherwise hinder this grant.
- c. **Suggestions.** You hereby assign and transfer to Us all rights, title, ownership, and interests in any suggestions, enhancement requests, recommendations, or other feedback provided by You, including Authorized Users, relating to the operation of the Subscription Services or Basic Support (the "Feedback"). You agree that this assignment and transfer will be ongoing, and You therefore transfer and assign all rights, title, ownership, and interest in Feedback as it is created. You represent and warrant that You have the full and unrestricted right and authority to make such assignments and transfers, and there are no third parties who may claim rights or interests in the Feedback or otherwise hinder these assignments and transfers. For the sake of clarity, and without in any way limiting the foregoing, We, pursuant to this Agreement, possess ownership rights in the Feedback and You, having assigned the rights to Us, do not. We may exercise our unrestricted rights to, among other things, reproduce, modify, adapt, create derivative works from, distribute, display, license, assign, transfer, and otherwise use the Feedback and all elements and derivatives thereof, in whole or in part, in all media now known or hereafter developed (including, without limitation, in social media). You expressly acknowledge the ownership and validity of Our copyrights, brands, trademarks, trade dress, and patent rights, whether or not originally created by or contributed to by You.

3. Confidentiality.

- a. **Confidential Information.** Either party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or subscription services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, Customer Data, Customer Templates, User Details, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").
- b. **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 3. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In the case of BIAS, this includes maintaining appropriate security measures for the Customer Data, subject to Section 18.

4. Support Services. Basic support services ("Basic Support") provided by BIAS shall consist of the following:

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- a. **Unlimited Remote Support Services.** BIAS will provide a toll-free number and remote access software for Customer use to contact BIAS-trained operators during normal business hours (8:00 am – 5:00 pm PST), excluding major national holidays.
- b. **State and Federal Regulations.** BIAS will provide updates required to conform to State and Federal regulations, including current tax tables, W2, and 1099 forms. Programming required to conform to local government ordinances will be subject to additional charges.
- c. **Exceptions –** The following services and issues are **not** covered by or included in the Basic Support, although some of these services and issues may, if explicitly described in the following, be available pursuant to BIAS's fee schedule ("Fee Schedule"):
 - i. **Misuse.** Service or support required resulting from deliberate misuse of the Subscription Services is outside this Agreement.
 - ii. **On-Site Services.** On-site support and training will be charged at the current Fee Schedule, if required.
 - iii. **Balanced Books.** On-site or off-site services for balancing Customer books are outside this Agreement and subject to our current Fee Schedule.
 - iv. **Extended or Emergency Technical Support.** BIAS will charge standard Professional Service rates from our current Fee Schedule when the Customer is not properly staffed or trained and BIAS must complete time-consuming support issues such as payroll or utility billing runs.
 - v. **Third-Party Hardware or Software.** BIAS is not responsible for supporting or maintaining any software or hardware not supplied by BIAS. BIAS does not guarantee compatibility with printers, hardware or third-party software.
 - vi. **New Products.** New Subscription Service releases along with the associated training and implementation costs are outside this Agreement.
 - vii. **Significant Program Upgrades.** Significant program upgrades are identified by version numbering changes in digits to the left of the decimal point (X.00). These upgrades, due to their complexity, are outside this Agreement and, if desired, are subject to additional fees.
 - viii. **Data Integrity.** (Local Installation) Power outages, surges, spikes, brownouts and other changes in the electrical current may corrupt and damage data are outside this Agreement. For express clarification purposes and without limitation of the foregoing, you acknowledge and agree BIAS assumes no liability for any data corruption or loss due to inadequate protection, lack of data backups, or computer system malfunctions.

5. Fees and Billing

- a. **Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Subscription Services and Professional Services purchased, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period.
- b. **Invoicing and Payment.** BIAS will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be prorated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable

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Order Form or governing terms. Customer is responsible for keeping BIAS accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and BIAS, each Order Form is non-cancellable and non-refundable except as provided in this Agreement.

- c. **Overdue Charges.** If any fees owed are not received from Customer by the due date, then without limiting BIAS's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- d. **Suspension of Service and Acceleration.** If any amount owing by the Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, BIAS may, without limiting BIAS's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form) so that all such obligations become immediately due and payable and BIAS may suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by the Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, BIAS may, in its sole discretion and cumulative to its other remedies under this Section, temporarily cease providing Customer Subscription Services and/or any pertinent Basic Support until all past due amounts are paid in full.
- e. **Taxes.** Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If BIAS has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides BIAS with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance.
- f. **Key Personnel and "Essential Accounting Support".** Qualified training for new users is very important. Customer shall engage "Essential Accounting Support" when turnover occurs in key positions including, but not limited to Accounting Clerks, Utility Billing Clerks and Payroll Clerks.
 - i. **Essential Accounting Support - \$1,500 (Duration 90 Days)**
 - 1. Dedicated training specialist for 3 months
 - 2. Up to Four (4) 1hr appointments
 - 3. 1 rescue appointment
 - 4. Up to 12 hours of accounting support
- g. **Professional Services.** for Customers with an active Order Form, ala carte prices (subject to change as noted on the current Fee Schedule):
 - 1. \$125 per hour for bookkeeping training
 - 2. \$175 per hour for accounting advisory
 - 3. \$350 per hour for programming
- h. **Travel Expenses.** You agree to pay reasonable travel expenses associated with all onsite services. Such travel expenses will be reimbursed to BIAS by You as follows:
 - i. **Meals** shall be reimbursed at federal per diem rate. Meals may be invoiced for each day Professional Services are provided in the performance of an Order Form.
 - ii. **Hotel Expenses** shall be reimbursed at the actual cost. BIAS will use Your recommended hotels and preferred rates if provided by You. BIAS will provide You a copy of receipts substantiating hotel expenses upon request.
 - iii. **Air Travel** expenses shall be reimbursed at actual cost. BIAS will book non-refundable, advance, non-stop fares when available. Air travel will be booked by BIAS only upon Your written confirmation of the

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schedule. In the event You request changes to the schedule after providing confirmation You will be responsible for reimbursing the air fare and any additional fare difference or change fees incurred by BIAS. BIAS will provide You a copy of receipts substantiating air travel expenses upon request.

- iv. **Rental Car** expenses shall be reimbursed at actual cost of the rental including fuel consumed. BIAS will reserve standard 4 door class vehicles. BIAS will provide You a copy of receipts substantiating rental car expenses upon request.
 - v. **Public Transportation**, including taxi, ride share, subway, and rail shall be reimbursed at actual costs. BIAS will provide You a copy of receipts substantiating public transportation costs provided such costs exceed ten dollars (\$10) per occurrence upon request.
6. **Customer Cooperation.** The customer is responsible for selecting operator(s) and represents and warrants it shall select operator(s) who are qualified to operate the Software and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of Customer and BIAS does not assume the cost of any necessary servicing, repair or correction. Customer acknowledges that successful installation, implementation and use of the Subscription Services cannot be accomplished by BIAS's efforts alone, and requires substantial effort and cooperation by Customer. Both BIAS and Customer shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between BIAS and customer will take place between BIAS and a project manager designated by Customer.
7. **Professional Services.** From time to time, Customer may purchase professional services from BIAS relating to installation, training, implementation, or configuration of the Subscription Service ("Professional Services"). Professional Services performed by BIAS shall be governed by an Order Form which identifies Professional Services under the terms of this Agreement.
- a. **Scheduling Services.** Customer and BIAS shall cooperate to promptly schedule the Professional Services. In the event Customer request changes to or cancel the agreed-upon schedules, Customer may be charged a reschedule fee equal to 5% percent of the applicable fees specified in the order form. Customer will be invoiced for Professional Services provided in the performance of an order form.
 - b. **Work Product.** BIAS shall hold all rights, title, and interest, including but not limited to patents, patent applications, copyright registrations, trade secrets, and/or similar protection, in and to all documents, drawings, manuals, notebooks, reports, sketches, records, computer programs and the like ("Work Product") provided or created during the performance of Professional Services. Work Product shall not include Customer Data or Customer Templates.
 - c. **License.** If applicable to Customer's use of the Subscription Services, BIAS grants to Customer a worldwide, nonexclusive, non-sublicensable, non-transferable, non-assignable (except as provided in Section 13), fully paid up, limited license to use the Work Product with the Subscription Service for the term of this Agreement, and pursuant to the terms of this Agreement and any associated Order Form. Unless otherwise expressly provided in any applicable Order Form, Customer is granted no title or rights of ownership in the Work Product.
 - d. **Professional Services Warranty.** BIAS warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable Order Form. If Professional Services do not substantially conform to the deliverables, Customer shall notify BIAS of such non-conformance in writing, within 10 days from completion of Professional Service, and BIAS shall promptly repair the non-conforming deliverables. **THE EXPRESS WARRANTIES FOR THE PROFESSIONAL SERVICES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Term and Termination

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- a. **Term.** This Agreement commences on the Effective Date and will continue for an initial term of 1 year (“Initial Term”) or the length specified in the initial Order Form, from the subscription start date specified in the associated Order Form (collectively, the “Subscription Period”). Upon the expiration of the Initial Term, this Agreement and the associated Order Forms will automatically extend for successive terms of 1 year, provided that either party may terminate this Agreement or reduce the number of Authorized Users, effective upon the expiration of the Subscription Period, by notifying the other party in writing at least 30 days prior to the expiration of the Subscription Period. The pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by BIAS and notified to Customer. Subject to Section 5(b), pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties.
- b. **Termination.** This Agreement or any Order Form may be terminated by Customer without cause by giving BIAS thirty (30) days prior written notice. Unless otherwise provided herein, this Agreement or any Order Form may be terminated by BIAS immediately upon written notice in the event Customer fails to perform its obligation for payment of invoices pursuant to this Agreement. Otherwise, this Agreement or any Order Form may be terminated by a party if the other party commits a material breach or default of any obligation hereunder or thereunder which breach or default is not cured within 30 days after written notice of such breach or default. Termination which occurs during the Initial Term or any successive term does not entitle Customer to a prorated refund and Customer owes BIAS the same amount as if this Agreement had remained in effect for the full length of the Subscription Period.
- c. **Effect of Termination.** Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BIAS for services identified in current Order Form and out-of-pocket expenses incurred up to the date of termination; Customer shall immediately cease use of the Subscription Services; and (c) each party shall return or destroy, at the direction of the other party, all the other party’s Confidential Information and Customer Data in its possession.
- d. **Survival.** Other than Section 1(a), all Sections of this Agreement and any provisions specified as surviving in an Order Form shall survive any termination of this Agreement and/or termination of any Order Form.
- e. **Hiring of Other Party Personnel.** Customer acknowledges that Customer may, through use of the Subscription Services and Professional Services, encounter personnel performing work on behalf of BIAS who have access to confidential information of BIAS. To protect that information, for a period of one (1) year from the expiration or termination of each applicable Order Form, Customer agrees not to solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of Subscription Services or Professional Services under an Order Form unless BIAS grants its consent in writing. If this condition is breached, the breaching party agrees to compensate the other party with a sum equal to twenty-four (24) times the average monthly salary received by such individual during the last one (1) year which the individual was employed by BIAS.

9. Additional Warranties.

- a. **Mutual Warranty.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
 - i. **Data Warranty.** You represent and warrant that You own or have obtained all rights, consents, permissions, or licenses necessary to allow the subscription service access to, or possession, manipulation, processing, or use of the Customer Data, Customer Templates, and User Details.
 - ii. **Service Warranty.** BIAS represents and warrants that the subscription service will perform in all material aspects with the Product Specifications.
- b. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, BIAS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND BIAS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR

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PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- c. **Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS WARRANTIES, IMPLIED WARRANTIES, OR PROFESSIONAL SERVICES WARRANTIES (AS CONTEMPLATED BY SECTION 7(D)). We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

10. Mutual Indemnification.

- a. **Indemnification by Customer.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us arising out of or related to this Agreement (a "Claim Against Us"), including, but not limited to, any claims by a third party alleging that Your Data, or Your use of the Subscription Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and You shall indemnify Us for any damages, attorney fees, and costs finally awarded against Us, or for any amounts paid by Us under a court-approved settlement of a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- b. **Indemnification by BIAS.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that Your use of the Subscription Services as permitted herein infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You") of which We were aware or should have been aware. We shall indemnify You for any damages, attorney fees and costs finally awarded against You by a court in a Claim Against You, and for amounts paid by You under a court-approved settlement of a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.
- c. **Reservation of Right to Cure.** However, We reserve the right to, in the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, in our discretion and at no cost to You, (i) modify the Services so that they no longer infringe or misappropriate, without breaching our warranties under "Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your subscriptions for the Subscription Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. If we exercise such a right, then Section 10(b) shall not apply with respect to any claim arising out of or related to any Subscription Services so cured.

11. Limitation of Remedies and Liability. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 1b (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY); OR (iii) CUSTOMER'S BREACH OF SECTION 5 (FEES); OR (iv) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

- a. **Exclusion of Damages.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 1b (RESTRICTIONS) OR (ii) CUSTOMER'S BREACH OF SECTION 5 (FEES); OR (iii) EITHER PARTY'S BREACH OF ITS

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MUTUAL INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL BIAS OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SUBSCRIPTION SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SUBSCRIPTION SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- b. **Security and Other Risks.** Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measures. Subject only to its limited warranty obligations set forth in Section 9, BIAS will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Services are not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify BIAS and hold it harmless against those risks.
12. **Venue; Governing Law.** Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the Federal District Court for the District of Eastern Washington, or, if Federal jurisdiction is not available, the Spokane County Superior Court, Washington. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, as such laws apply to a contract made and performed in such a state, without regard to conflicts of law provisions.
13. **Assignment & Change in Control.** This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all or substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party; provided however, in the case of such authorized assignment, the number of Authorized Users shall not change unless a new Order Form is presented and accepted by Us. Any other purported assignment of this Agreement in violation of this section shall be null and void and have no effect.
14. **Entire Agreement.** This Agreement (including any applicable Order Form) is the complete and exclusive statement of the agreement between BIAS and Customer and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein.
15. **Modifications.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
16. **Publicity.** Subject to the provisions of Section 3, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Services use, BIAS may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on BIAS's website and marketing materials to identify Customer as BIAS's customer, and for providing the Subscription Services to Customer; provided that, BIAS will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

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17. **Attorney's Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may consider reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.
18. **Security, Customer Data, Service Level**
- a. **Financial Information.** It is understood that the security of financial information stored within the Software or generated by the Subscription Services and stored in an electronic or paper format, is the sole responsibility of the Customer and its related entities and affiliates. BIAS or its assignees shall not be held responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Customer controlled electronic media or physical storage locations. Customer acknowledges that Customer is solely responsible for the Customer's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Customer and its related entities and affiliates agree to indemnify and hold harmless BIAS or its assignees from all costs, damages, expenses, and attorneys' fees incurred in the event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.
 - b. **Customer Data.** If you are using BIAS Cloud-based Financials or Managed Backups (defined below), BIAS automatically backs-up your data.
 - i. **BIAS Cloud-based Financials**
 - 1. Nightly data is saved on to two hard drives.
 - 2. Daily copies of back-ups go to third-party hard drive.
 - 3. 30 days of rolling backups
 - ii. **Managed Back-ups**
 - 1. Nightly data is saved to a compressed back-up on local hard drive
 - 2. Daily copies of local back-ups go to a third-party hard drive
 - 3. 7 days of rolling backups and calendar monthly backup
 - c. **Service Level**
 - i. We will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for
 - 1. planned downtime (of which will give 24 hour notice and which We shall schedule to the extent practicable during the weekend hours), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.
19. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
- a. **"Agreement"** means this Master Subscription Agreement.

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- b. **“Order Form”** means an ordering document specifying the subscription services to be provided hereunder that is entered into between you and us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- c. **“Error”** as applied to the Software means a reproducible failure to perform in accordance with the Product Specifications in some material respect attributable to a defect in the Software or to an act or omission of BIAS.
- d. **“Product Specifications”** means the then-applicable written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by BIAS to Customer under this Agreement (including, without limitation, any such description in a written response to RFP or RFI delivered by BIAS to Customer, in a BIAS product brochure provided by BIAS specific to the Software, or in written correspondence from BIAS to Customer).
- e. **“Software”** means the BIAS proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, BIAS makes available for download or otherwise provides for use with the Subscription Services.
- f. **“User Materials”** means all written and electronic documentation, manuals and materials provided by BIAS to Customer for use in connection with the Software.
- g. **“Security Keywords”** The Subscription Services have confidential user-rights keywords assigned to them, and the Customer agrees not to disclose these keywords to any Third Party.
- h. **“Subscription Service(s)”** means the cloud-based or installed software (including, but not limited to, the Software) for which Customer has obtained a subscription directly from BIAS, as more particularly described in the applicable order form.
- i. **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), trademarks, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- j. **“Customer”** means the entity that purchases a subscription to the Subscription Services, directly from BIAS.
- k. **“Customer Data”** or **“Your Data”** or **“Customer Templates”** or **“User Details”** means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.
- l. **“Authorized User”** means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique credentials for purposes of accessing (and being identified within) the Subscription Service.