



## White Salmon City Council Meeting

### A G E N D A

December 21, 2022 – 6:00 PM

119 NE Church and Via Zoom Teleconference

Meeting ID: 834 9362 0300 Passcode: 004768

#### Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

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

**II. Changes to the Agenda**

**III. Consent Agenda**

- [A.](#) Approval of Creation of a New Job Description - Public Works Director
- [B.](#) Approval of Creation of a New Job Description - Community Development and Special Projects Coordinator
- [C.](#) Personal Services Contract Amendment No.1 - ARC Architect Community Center Feasibility Study, Amending Scope of Work and Extending to 12.31.2022
- [D.](#) Personal Services Contract Amendment No 2 - Anderson Perry & Associates - Water and Wastewater Engineering Services, Extending to December 31, 2023
- [E.](#) Personal Services Contract Amendment No 2 - Aspect Consulting -Hydrogeological Engineering Services, Extending to December 31, 2023
- [F.](#) Personal Services Contract Amendment No 2 - Pioneer Surveying and Engineering, Inc -Garfield Street Improvement Project, Extending to December 31, 2023
- [G.](#) Personal Services Contract Amendment No 3 - Anderson Perry & Associates -Transmission Main Improvement Project, Extending to December 31, 2023
- [H.](#) Personal Services Contract Amendment - Nelson\Nygaard -Transportation System Plan, Extending to December 31, 2023
- [I.](#) Personal Services Contract - Brightly Software - Asset Management Module (\$14,501.79)
- [J.](#) Personal Services Contract - Brightly Software - SmartGov Custom Module (\$31,898)
- [K.](#) Legal Services Agreement: Temporary City Attorney Services- Shawn McPherson, Extending to 12/31/2023
- [L.](#) Small Works Agreements - Snow Removal I.V. Riley Materials
- [M.](#) Small Works Agreement - Snow Removal Gorge Dirt Works
- [N.](#) November 2022 Budget Report
- [O.](#) Approval of Meeting Minutes - November 16, 2022 (Minutes will be provided before the meeting)
- [P.](#) Approval of Vouchers

**IV. Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.

**V. Business Items**

- [A.](#) Ordinance 2022-12-1119 Creation of a Transportation Benefit District (TBD)
  - 1. Presentation
  - 2. Public Hearing
  - 3. Discussion and Action
- [B.](#) Ordinance 2022-12-1120 Amending the 2022 Budget for Fiscal Year Ending December 31, 2022 (Additional Documents will be available December 20, 2022)
  - 1. Presentation and Discussion
  - 2. Action

- C. Appointment of City of White Salmon Hearing Examiner per WSMC 2.21
  - 1. Presentation and Discussion
  - 2. Action
- D. Decision on How to Hear Planning Commission Appeal - Kingsford-Smith
  - 1. Presentation and Discussion
  - 2. Action

**VI. Reports and Communications**

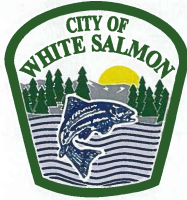
- A. Department Heads
- B. Council Members
- C. Mayor

**VII. Executive Session (if needed)**

**VIII. Adjournment**

**File Attachments for Item:**

A. Approval of Creation of a New Job Description - Public Works Director



Department Head: T.R.  
 Clerk/Treasurer: AD  
 City Administrator: T.R.  
 Mayor: M.K.

**CITY COUNCIL REPORT**

**Business Item**

**Consent Agenda**

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:  
 Presented By:

No  
 Wednesday, December 21, 2022  
 Public Works Director Job Description  
 Troy Rayburn, City Administrator

**Action Required:**

Move to adopt by Consent Agenda the creation of a Public Works Director job description and corresponding salary range.

**Motion for Business Item / Proposed Motion for Consent Agenda:**

Not necessary unless item is pulled from the Consent Agenda. If pulled from Consent Agenda the following motion is recommended:  
 Motion to adopt Public Works Director job description as presented.

**Explanation of Issue:**

The previous Public Works Operations Manger’s resignation has created an opportunity for city administration to assess in greater detail what is needed to elevate the department to address city needs more adequately.

It is the city’s aspiration to attract and hire a qualified Public Works professional with a civil engineering degree and professional background to serve as director. This will assist the city in a variety of ways, including approving and expediting land use and infrastructure plans and reduce reliance on outside or external consultants’ costs.

Administration consulted the City of Stevenson, WA, the City of Sisters, OR, and the City of Hood River, OR when researching and drafting the Public Works job description. The Operations Manager’s salary range and benefits package has been carried over from 2022 into the 2023 budget.

**Council Options:**

- City Council has the following options available at this time:
1. Accept the Staff Recommendation.
  2. Revise the Staff Recommendation.
  3. Refer this issue back to staff for additional work.
  4. Take No Action
  5. Other action as desired by council.

**Fiscal Analysis:**

Salary proposed in the Job Description: Range 53-56 / Step 1-10 (\$89,426-\$125,653)  
 The adopted 2023 budget allows for an annual salary equal to the previously employed Public Works Operation Manager for this position and accounts for a benefits package for a family of 5+.

**Recommendation of Staff/Committee:**

City administration recommends adoption of the proposed job description.

**Follow Up Action:**

The city will begin advertising and legal noticing in very early January upon approval of proposed job description.



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## **CITY OF WHITE SALMON**

## **POSITION DESCRIPTION**

POSITION TITLE: Public Works Director  
DEPARTMENT: Public Works  
REPORTS TO: City Administrator  
EFFECTIVE DATE: January 1, 2023  
FLSA STATUS: Exempt  
SALARY STEP: Range 53-56 / Step 1-10 (Depending on Qualifications)  
(Based on the 2023 Salary Matrix: \$89,426.25-\$125,652.72)  
DATE ADOPTED: December 21, 2022

### **PURPOSE OF POSITION:**

Plans, directs, and over sees operations of the Public Works Department.

Performs professional and managerial work requiring knowledge of operating and maintaining infrastructure systems, construction administration, engineering, project management, maintenance operations, and all corresponding aspects there-of.

Oversees department programs and services including design and construction of public improvements, engineering, systems development charges, and the operation, maintenance and service delivery associated with roadways, sidewalks, public rights-of-way, water services and wastewater collection systems.

Coordinates with the Planning Director on planning and development of public facilities and infrastructure in accordance with City Development Code and review of building permits, land use decisions, and required reports, studies, and plans.

Responsible for integrating all City processes and procedures provided by the City for its citizens as they relate to Public Works.

### **ESSENTIAL JOB FUNCTIONS AND REQUIRED ABILITIES & KNOWLEDGE:**

- Manages and oversees the Public Works Department in a manner that promotes and encourages team building and good communication. Identifies those that are not team players and takes corrective action.
- Plans and executes goals, policies, and priorities for the Public Works Department, as well as troubleshoots for problems relating to feasibility and proposes well thought out, viable solutions. Participates in the development of short- and long-range objectives with City Administration.
- Develops, or oversees the development of, and reviews infrastructure master plans, policy, and project proposals. Presents reports and emerging or sensitive issues to the City Administrator and City Council.



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- Assigns work activities and projects to the Public Works staff. Monitors productivity and reviews and evaluates work procedures to ensure timely and cost-effective project results.
- Directs and may perform construction management over large and complicated projects, to include directing and/or performing project planning and design, developing, and administering project terms and conditions, and evaluating contract compliance.
- Primary for the development of the Public Works initial budget during budget season. Administers approved budgets. Forecasts additional funds needed for staffing, equipment, materials, and supplies.
- Prepares and/or directs preparation of a wide variety of briefs and reports related to both the department and the City's public works infrastructure.
- Monitors and inspects progress of projects in the field, through project briefs, email, comprehensive reports, interaction with foreman and crew and the review of completed work orders.
- Evaluates the level of service provided by the department as a basis for making improvements to productivity and cost effectiveness. Evaluates work procedures, staffing, equipment, project scheduling, productivity and labor costs as guides to improving work practices.
- Directs and oversees public information for the department. Prepares communications about project status, snow and inclement weather, water quality reports, and other informational needs. Presents department reports to the City Council on a monthly basis. Directs and prepares annual work plans and annual reports for the department.
- Participates with other department heads to assist the City Administrator with strategic leadership of the city.
- Requires the ability to understand, interpret, explain, and apply all policies, laws, regulations, codes, and ordinances applicable to public works construction and maintenance.
- Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the city.
- Performs other duties as assigned that support the overall objective of the position.



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## **JOB QUALIFICATION REQUIREMENTS:**

### **Mandatory Requirements:**

The position requires a bachelor's degree in civil engineering, construction management, architecture, or closely related discipline plus six (6) years or more of progressively responsible experience in public works, engineering, construction management and supervision of professional, technical, and trades staff.

### **Special Requirements/Licenses:**

Possession of or required to obtain a valid Washington driver's license within 60 days of hire. Must have a safe driving record. Certification in water operation systems.

### **SUPERVISION RECEIVED:**

Works under the direction of the City Administrator who holds the employee accountable for achieving department goals and objectives.

### **SUPERVISOR RESPONSIBILITIES:**

Supervises department staff which includes oversight and final authority for assigning and reviewing work and evaluating performance. Oversees the City's contract for engineering services and construction inspection services.

### **PHYSICAL DEMANDS:**

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

Requires sufficient ambulatory ability to walk to project locations, to stand for extended periods of time, and to bend and stoop for limited periods of time. Requires sufficient arm-hand-eye coordination to operate a computer keyboard and pointing devices at a proficient level. Requires visual acuity to create and read three-dimensional and detailed drawings and observe structural work-in-progress at construction sites. Requires verbal and auditory ability sufficient to carry on conversations with others and make presentations to groups.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to adjust focus, and sufficient visual acuity to read letters, numbers, and detailed maps.



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**TOOLS AND EQUIPMENT USED:**

Computer including GIS, email, word processing, data base, internet, and spreadsheet programs; calculator, telephone, copy machine, fax machine and postage machine. This position requires the use of city vehicles and equipment.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities.

The noise level in the work environment is usually quiet with the typical office noises and interruptions.

This description covers the most significant essential duties performed but does not include other occasional work which may be similar, related to, or a logical assignment to the position.

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

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

\_\_\_\_\_  
Signature Date

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

*Studies have shown that people of color, veterans, and women are less likely to apply for jobs unless they believe they can perform every job description task. Our talent acquisition goals include hiring the candidate who is best able to meet the performance objectives of the role. We will consider any equivalent combination of knowledge, skills, education, and experience to meet minimum qualifications. If you are interested in applying, we encourage you to think broadly about your background and skill set for the role.*



**File Attachments for Item:**

B. Approval of Creation of a New Job Description - Community Development and Special Projects Coordinator



Department Head: T.R.  
 Clerk/Treasurer: [Signature]  
 City Administrator: T.R.  
 Mayor: M.K.

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No

Meeting Date:

Wednesday, December 21, 2022

Agenda Item:

Community Development and Special Projects Coordinator  
Job Description

Presented By:

Troy Rayburn, City Administrator

### Action Required:

Move to adopt by Consent Agenda the creation of a Community Development and Special Projects Coordinator Job Description and corresponding salary range.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Not necessary unless item is pulled from the Consent Agenda. If pulled from Consent Agenda the following motion is recommended: Motion to adopt Community Development and Special Projects Coordinator job description.

### Explanation of Issue:

The city sees the need to provide an opportunity to promote existing staff and provide a higher level of support to the Community Development and Planning Department. This work relates to land use processes and Planning Commission support.

In addition, support to the Clerk Treasurer, front office / lobby reception, and City Administration

City Administration worked extensively with the employees' union to confirm all union related issues were discussed and finalized.

Funding is in the approved 2023 budget.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

Salary proposed in the Job Description: Range 37 / Step 1-10 (\$60,240-\$78,590)

The adopted 2023 budget allows for an annual salary equal to Step 37-4 for this position and accounts for employee only benefits. This position is designed to replace the Permit Technician position and therefore the 2023 budget only accounts for this new position salary.

### Recommendation of Staff/Committee:

Approve job description and promotional opportunity.

### Follow Up Action:

City employee sign attached job description to become effective January 1, 2023.



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**CITY OF WHITE SALMON**

**POSITION DESCRIPTION**

POSITION TITLE: Community Development and Special Project Coordinator  
 DEPARTMENT: Planning / Community Development  
 REPORTS TO: Land Use Planner / Principal Planner  
 EFFECTIVE DATE: January 1, 2023  
 FLSA STATUS: Union Non-Exempt  
 SALARY STEP: Range 37, Step 1-10 (Depending on Qualifications)  
 (Salary based on 2023 Salary Matrix: \$60,240-\$78,590)

DATE ADPOTED:

This is a full-time hourly union position requiring 40 hours per week. Work in excess of 40 hours per week will be compensated as overtime, but it is expected that the staff person in this position will endeavor to complete quality work within traditional business hours.

This position reports and is administratively responsible to the Land Use Planner / Principal Planner. The person holding this position will be doing a variety of assignments and will receive programmatic direction and supervision from the City Administrator. This position is focused on professional growth and intended to be phased in.

**MAJOR FUNCTIONS AND PURPOSE:**

This position performs both administrative work and highly responsible, time sensitive project coordination as assigned.

This position will require the ability to self-manage multiple projects with varying priorities and deadlines, while maintaining accuracy and excellence in daily job duties including cash receipting and permitting. This position will act as the administrative staff for the Planning Commission and City Council Committees/Boards as assigned.

The coordinator will exercise initiative, collaborative judgement, and discretion in completing the work. At times the coordinator may oversee and coordinate work projects with consultants or other city staff.

A person holding this position is expected to provide regular and thorough written and verbal reports. This position is unique in that it provides support and assistance to different work areas of the city and may also be assigned additional duties over and above those identified.

**SUPERVISION:**

This position is supervised and managed by the Land Use Planner / Principal Planner. In addition, the person holding this position will take programmatic supervision and direction from the City Administrator. The operating departments are expected to utilize the coordinator for special projects, hence programmatic supervision and guidance comes from these individuals. All assignments must be approved by the Land Use Planner / Principal Planner and City Administrator before work is begun.



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### **JOB DUTIES AND RESPONSIBILITIES:**

The job duties and responsibilities identified in this Position Description in no way imply that these are the only duties to be performed. The employee occupying this position will be required to follow the job-related direction and instructions requested by the Department Head the coordinator is assigned to for a specific project. This Position Description identifies the general details of required duties and potential assignments to the coordinator and does not reflect specific details of any given assignment. The employee may work with the Mayor and City Administrator or Department Heads in carrying out identified projects and activities.

### **ASSIGNED DUTIES WILL INCLUDE (BUT ARE NOT LIMITED TO):**

1. Work with the Mayor, City Administrator or Department Heads in carrying out identified projects and activities.
2. Assists the City Planner receive, process, and make decisions regarding development proposals.
3. Communicates with potential developers, ensures the timely delivery of permits, planning actions and decisions.
4. Coordinating, tracking, and processing permit applications (building, planning, right-of-way, water, wastewater, and short-term rental, etc.) including calculating fees and routing applications.
5. Providing first point of contact via the front desk or by telephone regarding permitting (building, planning, short term rental, right-of-way, water, and wastewater etc.)
6. Taking payments in person, via mail, drop box and over the telephone for-utility bills, invoices, treasurer receipts, and permits and receives, accounts for and safeguards cash and checks as required by the Clerk Treasurer.
7. Serves as Notary Public for city purposes.
8. Provides financial support under the direction of the Clerk Treasurer and helps ensure the proper handling and documentation of financial activities.
9. Maintains the central file for all planning and development issues and other programmatic information as may be requested.
10. Work with Land Use Planner / Principal Planner to create a certification completion schedule for the following certifications: GIS Technician, Project Coordination and Grant Writing.
11. Other special projects and duties as assigned over time to assist the city achieve its goals and objectives.

### **SPECIAL PROJECTS THAT MAY BE ASSIGNED TO THE COORDINATOR ARE:**

1. Plan, coordinate, and carry out a comprehensive water conservation plan for the community.
2. Coordinate and implement a city-wide GIS system.
3. Research grant opportunities including the city's applicability, submittal deadlines, and draft initial grant application submittals for funding.



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**WORKING CONDITIONS:**

Individuals holding this position can expect to work in an office setting and outdoors in the field. This position may also attend meetings, travel for the city, and partake in other activities in support of city goals and projects, as arranged by the Land Use Planner / Principal Planner with affected department heads. Employees in this position should expect to be flexible in terms of office or work locations while carrying out assigned duties.

**QUALIFICATIONS:**

1. A high school diploma or equivalent.
2. Related college or technical school training or course work.
3. Related project or program organizational work.

**LICENSES OR OTHER QUALIFICATIONS:**

1. Certified as a Public Notary in the state of Washington.
2. Valid driver's license.
3. Able to be bonded.

Employees holding this position will be required to follow any job-related instructions and to perform other jobs or project related duties necessary to successfully carry out the assignment.

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

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

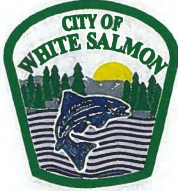
\_\_\_\_\_  
Signature Date

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**File Attachments for Item:**

C. Personal Services Contract Amendment No.1 - ARC Architect Community Center Feasibility Study, Amending Scope of Work and Extending to 12.31.2022



Department Head	<i>A.</i>
Clerk/Treasurer:	<i>S.P.</i>
City Administrator:	<i>M.K.</i>
Mayor:	<i>M.K.</i>

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:  
Meeting Date:  
Agenda Item:

No, unnecessary  
December 21, 2022  
Personal Services Contract Amendment No. 1 – ARC  
Architects Community Center Feasibility Study, Amending  
Scope of Work and Extending to 12/31/2023  
Presented By: Stephanie Porter, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Amendment No. 1 to Personal Services contract with ARC Architects for consulting services related to Community Center Site Selection and Feasibility revising scope of work and extending contract retroactively from October 31, 2022 to December 31, 2023.

### Proposed Motion for Consent Agenda

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

Move to authorize the Mayor to sign Amendment No. 1 to Personal Services contract with ARC Architects for consulting services related to Community Center Site Selection and Feasibility revising scope of work and extending contract retroactively from October 31, 2022 to December 31, 2023.

### Explanation of Issue

The City of White Salmon has a personal services contract with ARC Architects for consulting services related to conducting a site selection and feasibility study for a new community center. The scope of work originally provided for addressing program elements that include a community center, youth center, meeting hall, performance venue, and multi-family housing that will best fit and serve the community of White Salmon. The scope of work has been revised to look at these program elements over three separate sites: the school-owned parks building, the Grange Hall, and the property the city owns located across from Whitson Elementary. The cost for the feasibility study remains the same - \$74,646.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

This is a carryover project. The first amendment of the 2023 budget will provide for the funding for this project.

**Recommendation of Staff**

Staff recommends the city council authorize the Mayor to sign Amendment No. 1 to Personal Services contract with ARC Architects for consulting services related to Community Center Site Selection and Feasibility revising scope of work and extending contract retroactively from October 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time. The City Council will be briefed as this project moves forward.



**Amendment No. 1  
Personal Services Contract  
ARC Architects**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and ARC Architects (CONTRACTOR), dated February 4, 2022.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on ~~October 31, 2022~~ **December 31, 2023**.

**Statement of Work**

- (a) The Scope of work and Special Terms and Conditions (if any) are contained in Exhibit A, **Amended December 1, 2022, White Salmon Community Center (WSSC) Proposal – Site Selection and Feasibility Study** attached hereto and by this reference made a part hereof.

**Consideration**

- (a) City agrees to pay Contractor \$74,646 which includes reimbursable expenses incurred in the performance of duties as identified in Exhibit A, **Amended December 1, 2022**, White Salmon Community Center (WSSC) Proposal – Feasibility Study.
- (b) Monthly invoices shall be submitted to the City itemizing all time incurred.

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

CONTRACTOR  
**ARC Architects**

OWNER  
**City of White Salmon**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

December 01, 2022

City of White Salmon  
Attn: Jan Brending, Clerk Treasurer  
Submitted via email to janb@ci.white-salmon.wa.us



RE: White Salmon Community Center (WSSC) Proposal - Site Selection and Feasibility Study

Dear Jan:

ARC Architects is pleased to submit its proposal for the City of *White Salmon Community Center Feasibility Study*, which includes architectural, engineering, and financial services to study the feasibility of new Community Center functions distributed across up to three possible sites and comprised of a combination of renovation and new construction. The new Center functions are anticipated to include the following: small community center gathering and rentable meeting space; youth center and early childcare functions, a meeting hall and small events venue. For more than 40 years ARC has provided quality services to public and non-profit clients across the state. In addition to ARC, our team for this proposal includes the following consultants:

Civil Engineering - MIG/SvR (Seattle, WA)  
Landscape Architecture - MIG/SvR (Seattle, WA)  
Financial Options - D.A. Davidson & Co (Seattle, WA)  
~~Housing Development Advisor - Beacon Development (Seattle, WA) (removed from original proposal)~~  
~~Operations Analysis - Ballard\*King and Associates (Highlands Ranch, CO) (removed from original proposal)~~  
Cost Estimating - DCW Cost Management (Seattle, WA)

The Design Team's total proposed fee for the feasibility study is **\$74,646** including reimbursable expenses.

### Project Understanding

This proposal is based on the information provided in the RFP titled *City of White Salmon Request for Qualifications/ Proposals White Salmon Community Center Feasibility Study and dated November, 2021*, and further modified by a virtual meeting held on November 29, 2022. The primary change in scope identified during this meeting is as follows. The project was originally intended to determine the feasibility of one site housing both community center and housing functions and the thrust of the project now is to study the suitability of those same community center functions now housed across three separate locations identified as the school-owned parks building, the old Grange Hall, and an undeveloped site.

The combination of program elements and sites described above will be studied from a cost, existing facilities, access, code, and systems standpoint. The City's overall budget for renovations and additions is unknown at this time and it will be part of the efforts of the study to prioritize opportunities that can be implemented as funding is better understood as well as what funding strategies are available. ARC will structure public outreach in 3-tiers; staff, steering committee (including stakeholders and user groups), and the general public. Sustainability is known to be a key component for the City and opportunities will be considered through this lens.

ARC will coordinate with the City for access to the three sites to verify existing conditions on an as-needed basis.

The duration of services is assumed to be 6 months for the feasibility study beginning in January of 2023 and ending in July of 2023.

The City shall retain any consultants and contractors required but not listed in this fee proposal including , but

December 01, 2022

White Salmon Community Center (WSSC) Proposal - Page 1 of 15

not limited to, geotechnical engineers, LEED consultants, special inspectors, and surveyors. Modifications to the project scope of work, schedule or assumptions may result in additional fees.

### Attachments

The attached ARC Architects Standard Terms & Conditions (Exhibit A) and any other attachments referenced in this proposal are incorporated and made a part of our agreement, and by your authorization to proceed (in writing or orally), you are agreeing to those Standard Terms and Conditions. In the event that we decide to prepare more detailed contract documents for this project such as the AIA standard form contracts, and you decide that we need to start work before completion of these more detailed contract documents, then this proposal and the attached Standard Terms and Conditions will apply to and control the work performed until the more detailed contract documents are negotiated and executed.

Also included are the standard billing rate schedule (Exhibit B).

We sincerely appreciate the opportunity to offer this proposal and look forward to working with you. Should this proposal adequately define the services you require for your project then please return a signed copy for our files. Should you have any questions please contact me at 503-407-5552.

Sincerely,

Approval



Paul Curtis | Principal, AIA, LEED BD+C  
ARC Architects  
C: (503) 407-5552

\_\_\_\_\_  
Marla Keethler, Mayor  
City of White Salmon

### Attachments:

- Exhibit A – Standard Terms and Conditions
- Exhibit B – Standard Billing Rate Schedule 2023
- Exhibit C – Fee Summary
- Exhibit D – Scope Summary
- Exhibit E – Consultant Proposals

# EXHIBIT A

## ARC Architects

### Standard Terms and Conditions

#### Contract Form

The contract form(s) to be used for this project is provided by the City of White Salmon.

#### Standard of Care

Services provided by ARC Architects shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice and by mutual agreement between the parties, ARC Architects will correct those services not meeting such a standard of care without additional compensation.

#### Invoicing & Payments

ARC Architects generally invoices on a monthly basis but reserves the right to invoice at any time for services delivered and expenses incurred. Invoices are due and payable on a net 30 day basis from the date of invoice. Amounts unpaid thirty (30) days after the invoice date are subject to a monthly service charge of 1.5% on the then unpaid balance. Interest on unpaid amounts will accrue from the invoice due date. The Client shall pay all costs of collection, including reasonable attorney's fees. Payments to the Sub-Consultants shall be made promptly after ARC Architects is paid by the Owner under the Prime Agreement. ARC Architects shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred within thirty (30) days of receipt of payment from Owner.

#### Ownership Of Documents

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ARC Architects are the property of ARC Architects; ARC Architects retains the copyright to these materials and they shall not be used by the Client without the written consent of ARC Architects.

#### Dispute Resolution

All disputes covered by this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### Termination

Either the Client or ARC Architects may terminate this Agreement at any time with or without cause upon giving the other party seven (7) consecutive calendar days prior written notice. The Client shall within twenty (20) consecutive calendar days of termination pay ARC Architects for all services rendered and all costs incurred up to the date of the termination notice.

#### Attorney's Fees

In the event of any litigation arising from or related to the services provided, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

#### Indemnification

ARC Architects agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by its negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom ARC Architects is legally liable.

# EXHIBIT A

The Client agrees, to the fullest extent permitted by law, to indemnify and hold ARC Architects harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of their contractors, sub-contractors or consultants or anyone for whom the Client is legally liable, and arising from the services that are the subject of this Agreement. Neither party is obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## Survival

These Terms and Conditions are intended to be separate and severable. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

## Consequential Damages

Neither party to this Agreement shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or ARC Architects, their employees, agents or sub-consultants. Consequential damages include, but are not limited to economic loss, loss of use and loss of profit.

## Limitation Of Liability

The Client agrees that its maximum aggregate recovery for any and all claims against ARC Architects, including without limitation, claims for professional negligence or breach of contract shall be limited to the amount of professional fees paid for services under this agreement to the date of the claim. Client and ARC Architects may agree to increase this limitation of liability, but only if agreed to in writing and supported by additional consideration paid to ARC Architects. The parties agree that this clause was mutually negotiated and represents a material part of this agreement.

## Applicable Laws

Unless otherwise specified, all services provided, in accordance with this Agreement shall be governed by the laws of the state of Washington. It is further agreed that any suit, claim or legal proceeding of any kind between the Client and ARC Architects shall be brought in a court of competent jurisdiction in Seattle, Washington.

## Billing Rate Schedule

The estimated costs for this project are based on ARC Architects's current rates. These rates, however, are subject to annual adjustment. As such, ARC Architects reserves the right to increase its rates for its services if this Agreement extends beyond 12 months or if changes in the project schedule by the Client, or its consultants or contractors, result in an extended duration into the following calendar year. ARC Architects will provide written notice to the Client in advance of any rate increases.

The billing rates attached hereto as Exhibit B are the current rates for all services provided by ARC Architects.

## Consultants

Services of Consultants, when carried as a sub consultant to ARC Architects, will be billed at a multiple of one point one (1.10) times the amount billed to ARC Architects for such services.

## Reimbursable Items

Reimbursable expenses are in addition to compensation for ARC Architects's services, compensation shall be computed as a multiple of one point zero (1.0) times the expenses incurred.

# EXHIBIT B

## ARC Architects

### Hourly Billing Rates Schedule 2023

*All rates are reviewed annually each January*

<b>CLASSIFICATION</b>	<b>\$/HOUR</b>
Consulting Partner	\$190
Managing Principal / Project Manager	\$180
Architect Project Manager	\$145
Architect Designer	\$125
Staff Designer	\$115
Recent Graduate w/ Experience	\$105
Intern	\$90
Administration	\$100

**EXHIBIT C****White Salmon Community Center (WSSC) - Distributed Approach****ARC Architects and Consultants****12.01.2022**

<b>FEE SUMMARY</b>	<b>fee</b>		<b>remarks</b>
<b>ARC Fee</b>			
Feasibility Study	\$39,908	1	\$39,908 See Scope Summary
<b>Subtotal - ARC Fee</b>			<b>\$39,908</b>
<b>Fees for Other Consultants</b>			
Civil Engineer & Landscape Architect: MIG/SvR	\$25,000	1.1	\$27,500
Operational Analysis: Ballard*King	\$0	1.1	\$0 Not required, operations analysis not required at this time
Financing: D.A. Davidson	\$2,500	1.1	\$2,750
Beacon Development	\$0	1.1	\$0 Not required at this time, no housing anticipated at this time
Estimator: DCW Cost Management	\$4,080	1.1	\$4,488
<b>Subtotal - Consultant Fees</b>			<b>\$34,738</b>
<b>Additional Services</b>			
Renderings			\$0 Included; assume 3
<b>Subtotal - Additional Services</b>			<b>\$0</b>
<b>Estimated Expenses</b>			
architect - ARC			\$0 Included
<b>Subtotal</b>			<b>\$0</b>
<b>Total - Proposed Contract Amount</b>			<b>\$74,646</b>

# EXHIBIT D

## ARC Architects Scope Summary

### Task 1 - Project Management

Our first coordination step is to develop a detailed project schedule including decision milestones and funding deadlines. We will work with the City and Steering Committee to understand project priorities, potential partners, and public outreach expectations.

### Task 2 - Immersion

Our team will begin with immersion into the project and review of existing documentation, including previous studies and site information. ARC will facilitate a kick-off meeting with the City and Steering Committee to learn more about (and visit) the sites, set project expectations, and discuss project budgets and goals. At the same time, D.A. Davidson will assess the City's debt capacity and discuss big picture funding scenarios.

### Task 3 - Programming

With the Steering Committee and potential partners, we will refine space / program functions and synergies and make initial distributions across the three sites. We will also host a public meeting and request input on program ideas. We will follow up with potential partners and develop draft programs for the three facilities.

- Generate program options with staff, stakeholders, and user groups
- Refine/confirm program options with staff and project leadership

### Task 4 - Site and Existing Building Analysis

Analysis of the three sites and space planning of the existing buildings. We will review zoning code requirements including setbacks, lot coverage, building height, utilities, parking needs/agreements, and high level building assessment to determine potential costs and program fit.

- Coordinate with staff

### Task 5 - Concept Options

The project team will develop 3 conceptual options for consideration; one on each of the studied sites. Design options will consider many variables including access, views, adjacency, parking and drop-off. ARC's extensive experience allows us to make quality space planning decisions quickly. We will present options to the public for additional input, and then present to Council for their design direction input.

- Generate 3 site, massing layout options with staff, stakeholders, and user groups
- Refine/confirm site, massing layout options with staff and project leadership. Winnow to two.
- Present findings to date to the public

### Task 6 - Preferred Option & Cost Estimate

The team will refine the preferred option for each site and DCW will develop a detailed cost estimate to be reviewed by the team and owner group in order to finalize the budget, including construction costs and soft costs for a full project budget. D.A. Davidson will guide the City in determining the best scenario for funding.

- Determine and refine preferred site, massing layout option with staff, stakeholders, and user groups
- Generate opinion of cost

### Task 7 - Final Rendering

With agreement on the proposed scope, size, and cost of the facility, ARC will create exterior renderings showing potential design character and relationships. This will be presented to the public as well. Three renderings are assumed.

### Task 8 - Final Report & Presentation

Together, we will develop a draft report for the Steering Committee's review. The report will provide a clear executive summary and time line of recommended next steps. A final report will include program, renderings, and financing recommendations.

- Generate final report



# EXHIBIT E

**Paul Curtis**

---

**From:** Dave Rodgers <drodgers@migcom.com>  
**Sent:** Thursday, December 1, 2022 4:25 PM  
**To:** Paul Curtis  
**Subject:** White Salmon

External (drodgers@migcom.com)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Hi Paul,

We will commit to our budget. Some sites are sticky depending on city right of way improvement requirements and on site permit trigger/requirements related to program changes.

The scope has changed obviously from our written. Do you need a new written or just a commitment to the budget.

Reason I ask is I am in meetings until 7 tonight and started in the wee hours.

We will just need to work with you and client to limit number of options analyzed.

We are happy to provide a more robust scope if budget is available, however assuming there is funding pressure.

-Dave

January 26, 2022

Emily Wheeler and Paul Curtis  
ARC Architects  
119 S Main St #200  
Seattle WA 98104

White Salmon Community Center Feasibility Study –  
Civil and Landscape Architecture Scope and Fee

### **Project Description**

The City of White Salmon, WA is planning to develop a multi-functional community center facility on a 32,234 square foot piece of city-owned property. The study includes to explore adding affordable housing to the site and project.

### **Project Location / Context**

The project site is located on at N. Main Street, between NE Hood St and NE Scenic St, and bordered on the east side by NE Church St. The site is directly across the street from Whitson Elementary School and near Rheingarten Park. A small portion of the southwest corner of the site is currently owned by the United Methodist Church (located south of the site) but may become available to the city.

### **Nature of Work**

The city has asked the ARC team to:

- Support the City's outreach efforts to city staff, user groups/stakeholders and the public. Outreach will be primarily 3 on-line public meetings, multiple staff/stakeholder virtual meetings. Perhaps some in person meetings.
- Prepare existing conditions narrative memo.
- Develop project program (to present to public) and narrative.
- Develop 2-3 site alternative concepts for layout of programming elements; community facility, housing, parking, open space (to present to public)
- Final preferred design concept (to present to public and for final report)
- Preferred design concept narratives (per discipline)
- Estimate of probable costs for final preferred concept.

# EXHIBIT E

## Scope of Services

The development of the White Salmon Community Center feasibility site plan will be a collaborative effort between architect, civil and landscape architect. Architect shall provide alternative layouts of the buildings and building setbacks on site, parking space requirements (with school district spaces if applicable) and owner open space requirements. MIG shall work collaboratively with architect layout of parking spaces, access drives, building entry plazas, sidewalks, play areas and landscape areas. Architect shall prepare CAD site plan, site context and proposed site plan design narratives. MIG shall prepare civil and landscape existing assessment and proposed design narratives for final report.

### **Task 1A: Civil and Landscape Architecture**

**\$25,000**

Subtasks will include:

- Coordinate with City and Design Team
- Attend (1) virtual kick-off meeting. (2 staff)
- Attend (1) virtual stakeholder meetings (WSV School District, WGAPYC) (2 staff)
- Attend (2) virtual city staff meetings (2 staff)
- Attend (2) virtual public outreach meetings (program, alternatives presentation) (2 staff)
- Research and review of - surveys, materials, reports, codes including phone calls to city engineer.
- Prepare Civil Assessment Narrative summarizing research and assumptions for sewer, water, storm, parking and codes.
- Prepare Landscape Assessment Narrative summarizing research, assumptions for existing site conditions, pedestrian and bicycle connections, codes, adjacent open space and recreation opportunities as well as landscape and open space programming.
- Develop 2 site plan layout sketches based upon architect led/owner reviewed programming bubble diagrams.
- Collaborate with Architect on development of site plan. Cad site plan by architect
- Develop and prepare for feasibility report Landscape Proposed Design Narrative (site access, open space program uses, paving materials, fencing, planting, irrigation.
- Develop and prepare for feasibility report Civil Proposed Design Narrative (utility/storm drainage) concept diagrams and narrative.
- Review Estimate of Probable Costs by others.

Deliverables:

- Civil Assessment Narrative (and mapping if applicable) for Feasibility Report
- Civil Proposed Design Narrative and Diagrams for Feasibility Report
- Landscape Assessment Narrative (and mapping if applicable) for Feasibility Report
- Landscape Proposed Design Narrative for Feasibility Report

# EXHIBIT E

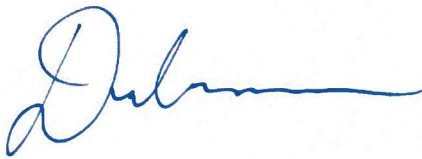
## Fee

*Task based lump sum.* For the services described above, *ARC Architects* shall pay MIG the fees per Task set forth under each Task above, plus expenses.

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Please review the attached scope. In the event ARC Architects authorizes MIG to commence services prior to ARC Architects execution of this Agreement, ARC Architects authorization to commence services shall constitute an acceptance of the terms and conditions of this Agreement. We look forward to working with you.

Sincerely,



Principal  
MIG

### ACCEPTED:

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT E

November 30, 2022

Paul Ross Curtis  
ARC Architects  
119 S Main St, Suite 200  
Seattle, WA 98104

**RE: White Salmon Community Center**

**FP-WA-2022-0012**

Dear Paul Ross Curtis,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP  
Managing Director

# EXHIBIT E

## SCHEDULE 1

### DCW COST MANAGEMENT, LLC's Basic Services

#### Project Description:

We understand that the project comprises cost planning for the White Salmon Community Center located in White Salmon, WA. The cost study scope of work includes costing the Preferred design.

The intended design package consists of construction of a new community center on a 32,234 SF property. Currently, this property houses a vacant structure previously used by the White Salmon Valley School District. This scope of work incorporates three elements that would accommodate a Youth Center as well as city council, planning, commission, and other City-related meetings.

1. The Old Grange Hall will hold the community center small performance and event spaces, including a commercial kitchen.
2. A school-owned facility called the "Parks Building" would house a Youth Center and possibly Early Childcare.
3. A new building will support the remaining community center functions such as rentable meeting rooms and community gathering spaces.

#### Detailed Scope of Work:

##### Task 1 Preferred Option

- Prepare an opinion of probable construction costs during this stage including soft costs and other all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase

# EXHIBIT E

## SCHEDULE 2 Fee Schedule

### Fee Breakdown

	HRS	RATE	SUM
Task 1	24	\$170	\$4,080.00
<b>SUM Total</b>	<b>24</b>		<b>\$4,080.00</b>

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$4,080**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

# EXHIBIT E

## SCHEDULE 3

### DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$180.00
Specialists	\$170.00- \$180.00
Cost Estimators*	\$160.00 - \$170.00
Clerical	\$105.00
Deposition and Trial	Additional 50%

\*Primary work performed by Cost Estimators

**Confirmation of Agreement:** This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: ARC Architects

*DATE: 11/30/2022*

*DATE:*

*By: Trish Drew*

*By: Paul Ross Curtis*

*Its: Managing Director*

*Its: Principal*



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**File Attachments for Item:**

D. Personal Services Contract Amendment No 2 - Anderson Perry & Associates - Water and Wastewater Engineering Services, Extending to December 31, 2023



**Recommendation of Staff**

Staff recommends the city council authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Anderson Perry & Associates, Inc. for water and wastewater engineering services extending contract from December 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time. Staff is expected to brief the city council on the status of these projects in 2023.

**Amendment No. 2  
Personal Services Contract  
Anderson Perry & Associates, Inc.  
Water and Wastewater Engineering Services**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Anderson Perry & Associates Inc. (CONTRACTOR), dated April 3, 2020 related to Water and Wastewater Engineering Services.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, ~~2022~~ **2023**.

**Consideration**

(a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work. All task orders/scope of works previously approved are extended through December 31, ~~2022~~ **2023**. **No new task orders will be approved under this contract.**

(b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as water wastewater engineering consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to Anderson Perry & Associates, Inc.'s fee schedule as previously provided and pursuant to an updated fee schedule dated April 1, 2022.

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

**CONTRACTOR**

**OWNER**

**Anderson Perry & Associates Inc.**

**City of White Salmon**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marla Keethler, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**File Attachments for Item:**

E. Personal Services Contract Amendment No 2 - Aspect Consulting -Hydrogeological Engineering Services, Extending to December 31, 2023



**Recommendation of Staff**

Staff recommends the city council authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Aspect Consulting extending contract retroactively from December 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time. Staff is expected to brief the city council on the status of these two projects in 2023.

**Amendment No. 2  
Personal Services Contract  
Aspect Consulting  
Hydrogeological Engineering Services**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Aspect Consulting (CONTRACTOR), dated April 3, 2020 related to hydrogeological engineering services.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, ~~2022~~ **2023**. All task orders/scopes of previously approved under this contract and not completed are extended through December 31, ~~2022~~ **2023**. **No new task orders will be approved under this contract.**

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

**CONTRACTOR**

**OWNER**

**Aspect Consulting**

**City of White Salmon**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**File Attachments for Item:**

F. Personal Services Contract Amendment No 2 - Pioneer Surveying and Engineering, Inc - Garfield Street Improvement Project, Extending to December 31, 2023



Department Head: AD  
 Clerk/Treasurer: AD  
 City Administrator: T.R.  
 Mayor: M.K.

**CITY COUNCIL REPORT**

**Business Item**

**Consent Agenda**

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:

No, unnecessary  
 December 21, 2022  
 Personal Services Contract Amendment No. 2 – Pioneer  
 Surveying and Engineering, Inc. – Garfield Street  
 Improvement Project, Extending to 12/31/2023  
 Stephanie Porter, Clerk Treasurer

Presented By:

**Action Required**

Authorization for Mayor to sign Amendment No. 2 to Personal Services contract with Pioneer Surveying and Engineering, Inc. extending contract from December 31, 2022 to December 31, 2023.

**Proposed Motion for Consent Agenda**

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

Move to authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Pioneer Surveying and Engineering, Inc. extending contract retroactively from December 31, 2022 to December 31, 2023.

**Explanation of Issue**

The City of White Salmon has a personal services contract with Pioneer Surveying and Engineering, Inc. for engineering services related to the Garfield Street Improvement Project (funded by a grant from Transportation Improvement Board). Staff is asking the contract to be extended retroactively to December 31, 2023. This project is expected to go out to bid in late winter and start construct in mid-June after school is finished.

**Council Options:**

City Council has the following options available at this time:

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

**Fiscal Analysis:**

This is a carryover project. The first amendment of the 2023 budget will provide for the remaining funding for this project.

**Recommendation of Staff**

Staff recommends the city council authorize the Mayor to sign Amendment No. 2 to Personal Services contract with Pioneer Surveying and Engineering, Inc. extending contract retroactively from December 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time. The City Council will take action during 2023 on a variety of items related to the construction of the Garfield Street Improvements project.

**Amendment No. 2  
TIB Consultant Agreement  
Pioneer Surveying and Engineering Inc.  
Garfield Street Improvement Project**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Pioneer Surveying and Engineering Inc. (CONTRACTOR), dated April 29, 2020 related to engineering services for the Garfield Street Improvement project.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Completion Date**

~~**December 31, 2022**~~ **December 31, 2023**

All other provisions of the TIB Consultant Agreement shall remain the same.

**CONTRACTOR**

**Pioneer Surveying and Engineering Inc.**

**OWNER**

**City of White Salmon**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**File Attachments for Item:**

G. Personal Services Contract Amendment No 3 - Anderson Perry & Associates -Transmission Main Improvement Project, Extending to December 31, 2023



Department Head: [Signature]  
 Clerk/Treasurer: [Signature]  
 City Administrator: [Signature]  
 Mayor: [Signature]

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:

No, unnecessary  
 December 21, 2022  
 Personal Services Contract Amendment No. 3 – Anderson  
 Perry & Associates – Transmission Main Improvements  
 Project, Extending to 12/31/2023  
 Presented By: Stephanie Porter, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Amendment No. 3 to Personal Services contract with Anderson Perry & Associates for engineering services related to the city’s Transmission Main Improvements Project extending contract from December 31, 2022 to December 31, 2023.

### Proposed Motion for Consent Agenda

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

Move to authorize the Mayor to sign Amendment No. 3 to Personal Services contract with Anderson Perry & Associates for engineering services related to the city’s Transmission Main Improvements Project extending contract retroactively from December 31, 2022 to December 31, 2023.

### Explanation of Issue

The City of White Salmon has a personal services contract with Anderson Perry & Associates for engineering services related to the Transmission Main Improvements Project. This is a specific project contract and the services are not covered under the “general engineering” services contract the city also has with Anderson Perry. Staff is requesting this contract be extended to December 31, 2023.

Construction of Phase I of the Transmission Main Improvements Project is out to bid. This project will be constructed in 2023 and is funded by a USDA Rural Development loan, a Public Works Trust Fund loan, and city funds.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

This is a carryover project. The first amendment of the 2023 budget will provide for the remaining funding for this project.

**Recommendation of Staff**

Staff recommends the city council authorize the Mayor to sign Amendment No. 3 to Personal Services contract with Anderson Perry & Associates for engineering services related to the city's Transmission Main Improvements Project extending contract retroactively from December 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time. The City Council will take action during 2023 on a variety of items related to the construction of Phase I of the Transmission Main Improvements Project.

**Amendment No. 3  
Personal Services Contract  
Anderson Perry & Associates, Inc.  
14-Inch Water Main Replacement Project (Transmission Main Improvements Project)**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Anderson Perry & Associates Inc. (CONTRACTOR), dated April 3, 2020 related to 14-Inch Water Main Replacement Project (Transmission Main Improvements Project).

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, ~~2022~~ **2023**.

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

**CONTRACTOR**

**OWNER**

**Anderson Perry & Associates Inc.**

**City of White Salmon**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marla Keethler, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**File Attachments for Item:**

H. Personal Services Contract Amendment - Nelson\Nygaard -Transportation System Plan,  
Extending to December 31, 2023



Department Head: AD  
 Clerk/Treasurer: SP  
 City Administrator: T.R.  
 Mayor: M.K.

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 21, 2022

Agenda Item:

Personal Services Contract Amendment – Nelson\Nygaard, Transportation System Plan, Extending to 12/31/2023

Presented By:

Stephanie Porter, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Amendment No. 1 to Personal Services contract with Nelson\Nygaard Consulting Associates Inc. extending contract retroactively from August 31, 2022 to December 31, 2023.

### Proposed Motion for Consent Agenda

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

Move to authorize the Mayor to sign Amendment No. 1 to Personal Services contract with Nelson\Nygaard Consulting Associates Inc. extending contract retroactively from August 31, 2022 to December 31, 2023.

### Explanation of Issue

The City of White Salmon has a personal services contract with Nelson\Nygaard Consulting Associates Inc. for the development of a Lite Transportation System Plan. The contract expired on August 31, 2022. Staff is asking the contract to be extended retroactively to December 31, 2023. This project is expected to be completed by June 30, 2023. The next steps are public involvement which will take place in the winter and spring of 2023.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

This is a carryover project. The first amendment of the 2023 budget will provide for the remaining funding for this project.

### Recommendation of Staff

Staff recommends the city council authorize the Mayor to sign Amendment No. 1 to Personal Services contract with Nelson\Nygaard Consulting Associates Inc. extending contract retroactively from August 31, 2022 to December 31, 2023.

**Follow Up Action**

Staff will provide an update at one of the January 2023 council meetings on the status of this project.

**Amendment No. 1  
Personal Services Contract  
Nelson\Nygaard Consulting Associates Inc.**

This AMENDMENT amends the PERSONAL SERVICES CONTRACT between the CITY OF WHITE SALMON (OWNER) and Nelson\Nygaard Consulting Associates Inc. (CONTRACTOR), dated August 7, 2021.

The changes to the PERSONAL SERVICES CONTRACT are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on ~~August 31, 2022~~ **December 31, 2023**.

All other provisions of the PERSONAL SERVICES CONTRACT shall remain the same.

CONTRACTOR  
**Nelson\Nygaard Consulting Associates Inc.**

OWNER  
**City of White Salmon**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**File Attachments for Item:**

I. Personal Services Contract - Brightly Software - Asset Management Module (\$14,501.79)



Department Head: [Signature]  
 Clerk/Treasurer: [Signature]  
 City Administrator: [Signature]  
 Mayor: [Signature]

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:  
 Presented By:

No  
 December 21, 2022  
 Contract for Services – Brightly Software Asset Management  
 Public Works

### Action Required:

Authorization for the Mayor to sign the professional services contract with Brightly Software Inc for Asset Management not to exceed \$14,501.79 in the first year including implementation and not to exceed \$7,613.76 annually for 2024-2027.

### Motion for Business Item / Proposed Motion for Consent Agenda:

If removed from the consent agenda:

Motion to authorize the Mayor to sign the professional services contract with Brightly Software Inc for Asset Management not to exceed \$14,501.79 in the fiscal year 2023 including implementation and not to exceed \$7,613.76 annually for 2024-2027.

### Explanation of Issue:

The Public Works Department has been working with Brightly Software to replace the existing work order system known as Facility Dude, which is currently being phased. Public Works Operations Manager and Permit Technician inquired about other work order software. They had a few demonstrations before the public works crew's reviewed the top two for the final decision.

Brightly Asset Essentials is user friendly and will streamline work orders and tasks, manage and maintain all assets and facilities, plan and schedule preventive maintenance and, most importantly, optimize resourcing and communication for the public works department. When implemented correctly, we anticipate a reduction in maintenance costs because of the improved productivity and ability to make smarter operations decisions. It has the ability to view all operations and use data to make more informed budget decisions that can protect assets for the long term. The data can also identify problematic assets sooner and make better repair versus replacement decisions, all while reducing operations waste.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

The adopted 2023 budget contains allocated funding for this purpose split evenly through the Water, Wastewater, Streets and Parks Contract Services line items.

### Recommendation of Staff/Committee:

Software was recommended by former Public Works Operations Manager, Russ Avery.



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

**Follow Up Action:**

Implementation of software will need to be coordinated with a member of the public works team or the Public Works Manager.



**PREPARED FOR**

City of White Salmon ("Subscriber")

Russ Avery  
Public Works Operations Manager  
100 N Main St  
White Salmon, WA 98672

**PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 400  
Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

August 25, 2022





Q-309746

Service Term: 60 months (01/01/2023 - 12/31/2027)

<b>Services</b>			
<b>Services Invoice - Year 1</b>			
<b>Item</b>	<b>Start Date</b>	<b>End Date</b>	<b>Investment</b>
Asset Essentials Enterprise	1/1/2023	12/31/2023	4,509.82 USD
- Facilities/Physical Plant Module	1/1/2023	12/31/2023	Included
- Treatment Plants Module	1/1/2023	12/31/2023	Included
- Streets/Signs/Sidewalks Module	1/1/2023	12/31/2023	Included
- Storm Water Module	1/1/2023	12/31/2023	Included
- Water Distribution and Waste Water Collection Module	1/1/2023	12/31/2023	Included
- Parks, Recreation and Forestry Module	1/1/2023	12/31/2023	Included
- Fleet Module	1/1/2023	12/31/2023	Included
- Dude Analytics	1/1/2023	12/31/2023	Included
- AE Safety	1/1/2023	12/31/2023	Included
- Asset Essentials Inventory	1/1/2023	12/31/2023	Included
<b>Subscription</b>			<b>4,509.82 USD</b>
<b>Year 1 Total:</b>			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

\*4 months included at no charge on the first invoice. Concessions expire on 12/31/2022.

<b>Professional Services</b>	
Asset Essentials Enterprise Implementation with Consulting	9,991.97 USD
<b>Professional Services Year 1 Total:</b>	<b>9,991.97 USD</b>



**Total Year 1 Services & Professional Services**

**14,501.79 USD**

Pricing reflects King County Directors Association Purchasing Cooperative contract # AEPA 020-D



Q-309746

### Remaining Services Invoices

Year 2	Annual period beginning	Investment
Asset Essentials Enterprise	1/1/2024	6,967.67 USD
	<b>Total:</b>	<b>6,967.67 USD</b>
Year 3	Annual period beginning	Investment
Asset Essentials Enterprise	1/1/2025	7,176.70 USD
	<b>Total:</b>	<b>7,176.70 USD</b>
Year 4	Annual period beginning	Investment
Asset Essentials Enterprise	1/1/2026	7,392.00 USD
	<b>Total:</b>	<b>7,392.00 USD</b>
Year 5	Annual period beginning	Investment
Asset Essentials Enterprise	1/1/2027	7,613.76 USD
	<b>Total:</b>	<b>7,613.76 USD</b>



# Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

## Statement of Work

### Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

### Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

### Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

### Methodology and Approach



Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			



GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

### Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

### Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

### Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

### Mapping:

- WO creation from Map
- Citizen Portal (requires OI DC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

### GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

### Assets

- Asset life cycle process within your operation



- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

### **Maintenance Operations**

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

### **Workflow**

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

### **Go Live Support**

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

### **Implementation Complete!**



- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

### **Sample consulting engagement**

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

#### **Discovery Phase**

*The discovery phase is typically a phone or web interview that typically lasts a couple of hours*

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

#### **Data Loading and Configuration**

*Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!*

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

#### **Use-case setup and PM training**

*Setup workflow to meet use-cases and begin PM training*

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

#### **Hands-on User Training**

*User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users*

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

#### **Evaluation**





At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

### **Post Enablement Support**

*After data is loaded, the account configured, and users are trained the system is ready to roll-out*

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

### **Project Assumptions**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

### **Client Assumptions**

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.



- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



### **Order Form terms**

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### **Additional information**



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-309746 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

# Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

## Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12<sup>th</sup>-15<sup>th</sup>, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

## Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

## Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.



**Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1<sup>st</sup> through March 10<sup>th</sup>, 2023.**



# Signature

Presented to:

Q-309746

August 25, 2022, 9:22:50 AM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**

**File Attachments for Item:**

J. Personal Services Contract - Brightly Software - SmartGov Custom Module (\$31,898)



Department Head:       
 Clerk/Treasurer:       
 City Administrator:       
 Mayor:     

**CITY COUNCIL REPORT**

**Business Item**

**Consent Agenda**

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:

No  
 December 21, 2022  
 Personal Services Contract – Brightly Software SmartGov  
 Custom Services  
 Building

**Action Required:**

Authorization for the Mayor to sign the professional services contract with Brightly Software Inc for SmartGov Custom Services not to exceed \$31,897.83 in the first year including implementation and not to exceed \$8,592.53 annually for 2024-2027.

**Motion for Business Item / Proposed Motion for Consent Agenda:**

If removed from the consent agenda:

Motion to authorize the Mayor to sign the professional services contract with Brightly Software Inc for SmartGov Custom Services not to exceed \$31,897.83 in the first year including implementation and not to exceed \$8,592.53 annually for 2024-2027.

**Explanation of Issue:**

The Building Department has been exploring permitting software alternatives to Springbrook, which is currently used. Building Official and Permit Technician inquired about other permitting software. They had a few demonstrations before the final decision.

SmartGov will assist the Building Department revenue growth by easily managing permitting, code enforcement, inspections, online forms, and more. We anticipate maximizing efficiencies by automating permitting, planning, and inspection processes; increasing citizen confidence and satisfaction with an intuitive citizen portal for permits, tracking, and payments; enhancing visibility and transparency with a full suite of built-in and customizable reports and visuals; and most helpful, conduct on-site inspections and review tasks from any mobile device.

The planning department will also benefit from developing customized plan reviews and permit routing flows and forms that enhance operational efficiency, reduce labor costs and better engage with your community.

When implemented correctly, the building and planning department will dramatically reduce time, costs, and errors associated with permit processing, code enforcement, and inspections by tracking and managing all processes and tasks in a unified, user-friendly system.

**Council Options:**

City Council has the following options available at this time:

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





Department Head:	_____
Clerk/Treasurer:	_____
City Administrator:	_____
Mayor:	_____

**Fiscal Analysis:**

The adopted budget contains \$31,898 in the Building Contract Services line item for this software.

**Recommendation of Staff/Committee:**

Software is highly recommended by Building Official, Bill Hunsaker and Permit Technician, Erika Castro Guzman.

**Follow Up Action:**

Implementation of software will be coordinated by Erika Castro-Guzman and Bill Hunsaker.



**PREPARED FOR**

City of White Salmon ("Subscriber")

Erika Castro Guzman

Permit Technician

100 N Main St

White Salmon, WA 98672

**PREPARED BY**

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400

Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

September 09, 2022



Q-309224

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

**Service Term: 60 months (11/01/2022 - 10/31/2027)**

<b>Services</b>			
<b>Services Invoice - Year 1</b>			
<b>Item</b>	<b>Start Date</b>	<b>End Date</b>	<b>Investment</b>
+1 Product Bundle Promotion	11/1/2022	10/31/2023	-1,010.43 USD
SmartGov - Enterprise	11/1/2022	10/31/2023	4,645.20 USD
SmartGov Connector Contractor	11/1/2022	10/31/2023	697.00 USD
SmartGov Connector Financial	11/1/2022	10/31/2023	697.00 USD
SmartGov Connector Merchant	11/1/2022	10/31/2023	697.00 USD
<b>Subscription</b>			<b>5,725.76 USD</b>
<b>Year 1 Total:</b>			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

\*Product Bundle Promotion contingent on acceptance of Asset Essentials quote as well.

\*3 months included at no charge on the first invoice.

<b>Professional Services</b>	
SmartGov Custom Implementation	0.00 USD
Workflow template customization (package of 10)	6,650.00 USD
Fees Configuration (Pages)	1,008.90 USD
<b>Professional Services Year 1 Total:</b>	<b>26,172.07 USD</b>



General Config	2,375.00 USD
Existing Merchant Connector Configuration	1,425.00 USD
Map Connector Configuration	1,187.50 USD
Parcel Connector Configuration	2,968.75 USD
Portal Configuration	1,187.50 USD
Contractor Connector Configuration	1,187.50 USD
Financial Export Connector Configuration	2,375.00 USD
Project Management	3,054.77 USD
SmartGov Training - Basic	2,752.15 USD
<b>Professional Services Year 1 Total:</b>	<b>26,172.07 USD</b>
<b>Total Year 1 Services &amp; Professional Services</b>	<b>31,897.83 USD</b>

\*Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City of White Salmon and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via Company Change Control Authorization ("CCA") process.



Q-309224

## Remaining Services Invoices

Year 2	Annual period beginning	Investment
+1 Product Bundle Promotion	11/1/2023	-1,387.66 USD
SmartGov - Enterprise	11/1/2023	6,379.41 USD
SmartGov Connector Contractor	11/1/2023	957.21 USD
SmartGov Connector Financial	11/1/2023	957.21 USD
SmartGov Connector Merchant	11/1/2023	957.21 USD
<b>Total:</b>		<b>7,863.38 USD</b>
Year 3	Annual period beginning	Investment
+1 Product Bundle Promotion	11/1/2024	-1,429.29 USD
SmartGov - Enterprise	11/1/2024	6,570.79 USD
SmartGov Connector Contractor	11/1/2024	985.93 USD
SmartGov Connector Financial	11/1/2024	985.93 USD
SmartGov Connector Merchant	11/1/2024	985.93 USD
<b>Total:</b>		<b>8,099.28 USD</b>
Year 4	Annual period beginning	Investment
+1 Product Bundle Promotion	11/1/2025	-1,472.17 USD
SmartGov - Enterprise	11/1/2025	6,767.91 USD
SmartGov Connector Contractor	11/1/2025	1,015.50 USD
SmartGov Connector Financial	11/1/2025	1,015.50 USD
SmartGov Connector Merchant	11/1/2025	1,015.50 USD
<b>Total:</b>		<b>8,342.26 USD</b>



Year 5	Annual period beginning	Investment
+1 Product Bundle Promotion	11/1/2026	-1,516.33 USD
SmartGov - Enterprise	11/1/2026	6,970.95 USD
SmartGov Connector Contractor	11/1/2026	1,045.97 USD
SmartGov Connector Financial	11/1/2026	1,045.97 USD
SmartGov Connector Merchant	11/1/2026	1,045.97 USD
	<b>Total:</b>	<b>8,592.53 USD</b>



## Introduction

Brightly Software, Inc. ("Company") is pleased to submit this Statement of Work ("SOW") to City of White Salmon for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City of White Salmon has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

Company looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

## Custom Implementation and Features

The Custom Implementation leverages best practices but includes wide flexibility in Company assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)



Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included





Please talk with your account representative to determine timing for your Custom Implementation.

## **Planning, Initial Set Up & System Level Configuration**

As part of the General Configuration Brightly will:

- Create your database with our defaults
- Load your users with Company standard permissions (provided in Company input sheet)
- Load your Code References/Violation types (provided in Company input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

## **Workflow Template Customization**

CD-WT10 Company will add up to x10 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

## **Financial Setup and Fees Pages**

Based on your fee schedule Company will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Company input sheet)
- Load your Valuation table (provided in Company input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

## **Public Portal Configuration Setup**

The Company will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages



## Parcel Connector Setup

Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

## Map (GIS) Connector Setup

The Company will connect to your supported ESRI Map Service secured by a publicly trusted certificate issued by a Certificate Authority.

The clients Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included.

Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

## Financial Connector Setup

The Company will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting

## Merchant Service Connector Setup

The Company will setup our connector to your merchant vendor (from our authorized list of vendors).



The client will need to provide the relevant linking information for the Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Company cannot get this information on the client's behalf due to security and privacy concerns.

## **Contractor Connector**

This loading tool will import your online contractor license data from your online source. The tool can use a delimited file or support a SODA query.

This SODA Query is currently only available in a limited number of states. Please inquire to see if your states data is available via SODA and we are compatible with the load.

A delimited file load is also available. This process can either be automated on a schedule if we can get the file via FTP site or manually processed.

The minimum required fields are:

- Contractor Name
- Contractor Address
- Contractor License Number
- License Type
- License Exp. Date

## **Change Control Authorization Process**

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.



## Appendix

### Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

### Map (GIS) Connector Setup

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas



- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

## Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.



### **Order Form terms**

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### **Additional information**



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-309224 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Illuminate: Bringing the best Ideas to Light

#### **Bringing Assets Into Focus**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12<sup>th</sup>-15<sup>th</sup>, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

#### **Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

#### **Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.



**Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning September 1<sup>st</sup> through March 10<sup>th</sup>, 2023.





# Signature

Presented to:

Q-309224

September 09, 2022, 3:03:29 PM

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**

**File Attachments for Item:**

K. Legal Services Agreement: Temporary City Attorney Services- Shawn McPherson, Extending to 12/31/2023



Department Head: AP  
 Clerk/Treasurer: AP  
 City Administrator: TR  
 Mayor: M.K.

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

December 21, 2022

Agenda Item:

Legal Services Agreement: Temporary City Attorney Services  
 – Shawn MacPherson, Extending to 12/31/2023

Presented By:

Stephanie Porter, Clerk Treasurer

### Action Required

Authorization for Mayor to sign Amendment No. 1 to Legal Services Agreement: Temporary city Attorney Services with Shawn MacPherson extending contract from December 31, 2022 to December 31, 2023.

### Proposed Motion for Consent Agenda

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

Move to authorize the Mayor to sign Amendment No. 1 to Legal Services Agreement: Temporary City Attorney Services with Shawn MacPherson extending contract from December 31, 2022 to December 31, 2023.

### Explanation of Issue

The City of White Salmon signed an agreement for legal services with Shawn MacPherson for temporary city attorney services. Shawn MacPherson is currently provided legal services on several items. City Attorney, Ken Woodrich, feels he should continue to provide legal services on those items to their close. Shawn MacPherson will also be available for services, if the city's attorney, Ken Woodrich, feels those services are needed. The proposed amendment extends the Legal Services Agreement to December 31, 2023.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

Legal services are estimated in the 2023 budget. At this time, there is no need for a budget amendment.

### Recommendation of Staff

Staff recommends the city council authorize the Mayor to sign Amendment No. 1 to Legal Services Agreement: Temporary City Attorney Services with Shawn MacPherson extending contract from December 31, 2022 to December 31, 2023.

**Follow Up Action**

No follow up action is required at this time.

**Amendment No. 1**  
**Legal Services Agreement: Temporary City Attorney Services**

This AMENDMENT amends the LEGAL SERVICES AGREEMENT: TEMPORARY CITY ATTORNEY SERVICES between the CITY OF WHITE SALMON (OWNER) and Shawn R. MacPherson (ATTORNEY), dated April 12, 2022.

The changes to the LEGAL SERVICES AGREEMENT: TEMPORARY CITY ATTORNEY SERVICES are described as follows:

Key: ~~**Bold and Strike through**~~ means delete. **Bold and underline** means new.

**3. Time of Performance**

The service of ATTORNEY shall be through December 31, ~~2022~~ **2023** unless extended by amendment, subject to termination with or without cause, by either party upon 90 days written notice to the other party.

All other provisions of the LEGAL SERVICES AGREEMENT: TEMPORARY CITY ATTORNEY SERVICES shall remain the same.

**ATTORNEY**

**OWNER**

**Shawn R. MacPherson, Attorney at Law**

**City of White Salmon**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Marla Keethler, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**File Attachments for Item:**

L. Small Works Agreements - Snow Removal I.V. Riley Materials



Department Head:	<i>[Signature]</i>
Clerk/Treasurer:	<i>[Signature]</i>
City Administrator:	<i>[Signature]</i>
Mayor:	<i>[Signature]</i>

## CITY COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

No

Meeting Date:

December 21, 2022

Agenda Item:

Small Works Agreements for Snow Removal – I.V. Riley  
Materials and Gorge Dirt Works

Presented By:

Stephanie Porter, Clerk Treasurer

### Action Required:

Authorization for the Mayor to sign Small Works Agreements for Snow Removal for December 2022 through December 31, 2023 for I.V Riley Materials and Gorge Dirt Works.

### Motion for Business Item / Proposed Motion for Consent Agenda:

If removed from the Consent Agenda:

Motion to authorize the Mayor to sign Small Works Agreements for Snow Removal for December 2022 through December 31, 2023 with I.V Riley Materials.

Motion to authorize the Mayor to sign Small Works Agreements for Snow Removal for December 2022 through December 31, 2023 with Gorge Dirt Works.

### Explanation of Issue:

The city sent out a Small Works Roster bid for Snow Removal to all approved contractors on the 2022 Small Works Roster. Two bids were received. Staff is recommending that the city enter into Small Works Agreements with both contractors. I.V. Riley Materials will be the primary contact as their bid was the lowest. Gorge Dirt Works will be on contract as the alternate in the case the primary is unavailable.

### Council Options:

City Council has the following options available at this time:

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

### Fiscal Analysis:

The adopted 2023 budget contains allocated funds for snow removal in the Street Contractual Services line item.

### Recommendation of Staff/Committee:

Staff is recommending that the city enter into Small Works Agreements with both contractors. I.V. Riley Materials will be the primary contact as their bid was the lowest. Gorge Dirt Works will be on contract as the alternate in the case the primary is unavailable.

### Follow Up Action:

A Small Works Roster Bid will be needed for 2024 Services.

## SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	Izak Riley	Department:	Public Works
Name:	I.V. Riley Materials	Date:	December 14, 2022
Address:	Bingen, WA	Department Contact:	Jeff Cooper
Contact:	Izak Riley	Phone:	509-637-0436
Phone:	509-774-7002	Fax:	N/A
Fax:	N/A	Email:	jeffc@ci.white-salmon.wa.us
Email:	izakr@rileymaterials.com		

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable);  
 Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and  
 Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**Business License:** The Contractor is required to submit proof of a City business license (\$50) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

**Bonds/Retainage:** No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond (Performance and Payment Bond). Retainage is required. If a Performance and Payment Bond is provided retainage will be 5%.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

**Payment Processing:** The City shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the City has received approved L&I forms.



Completion Date: Contract will be valid December 14, 2022 through December 31, 2023	Total Contract Fixed Price (Including Tax) N/A
	OR
	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: \$4,000 including tax
Description of Work: On-call snow removal services.	
The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.	
Note: IV Riley Materials will be the first contact for snow removal.	
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received and an Intent to Pay Prevailing Wages is filed with the WA Dept. of Labor & Industries.	
<u>Contractor:</u>	<u>City Department Approval:</u>
_____	_____
(Signature) (Date)	(Signature) (Date)
Print Name <u>Izak Riley, I.V. Riley Materials</u>	Print Name <u>Marla Keethler, Mayor, City of White Salmon</u>
Distribution Account Codes: <u>Street (101)</u> - <u>Contract Services</u>	
Program	Object

# I.V. RILEY MATERIALS, INC.

12/12/2022

List of snow removal equipment and hourly:

One-12' 450hp loader mounted snow blower	\$350/hr
One-5' 30hp diesel tractor mounted snow blower	\$180/hr
One-1 yard bucket loader	\$130/hr
Five-4 yard bucket loaders	\$150/hr(Ea.)
One-14' road grader	\$150/hr
Two-3/4 ton plow trucks	\$130/hr(Ea.)
5 dump trucks(can sub many more)	\$135/hr(Ea.)

Included in these hourly rates are the provisions to pay Prevailing Wage Rates for each operator, and also, an exclusive snow dump site 5 minutes from the city center where the snow can be stockpiled to melt off. All invoices are subject to 7.5% tax

-Izak

Izak V. Riley

President, IV Riley Materials, Inc.

Prepared and offered by:

Izak V. Riley

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

Title:

I.V. **RILEY**  
**MATERIALS, INC.**

12/12/2022

List of snow removal equipment and hourly:

One-12' 450hp loader mounted snow blower	\$350/hr
One-5' 30hp diesel tractor mounted snow blower	\$180/hr
One-1 yard bucket loader	\$130/hr
Five-4 yard bucket loaders	\$150/hr(Ea.)
One-14' road grader	\$150/hr
Two-3/4 ton plow trucks	\$130/hr(Ea.)
5 dump trucks(can sub many more)	\$135/hr(Ea.)

Included in these hourly rates are the provisions to pay Prevailing Wage Rates for each operator, and also, an exclusive snow dump site 5 minutes from the city center where the snow can be stockpiled to melt off. All invoices are subject to 7.5% tax

-Izak

Izak V. Riley

President, IV Riley Materials, Inc.

Prepared and offered by:

Izak V. Riley

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

**File Attachments for Item:**

M. Small Works Agreement - Snow Removal Gorge Dirt Works

## SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	Dayne Connell	Department:	Public Works
Name:	Gorge Dirt Works	Date:	December 14, 2022
Address:	PO Box 732, White Salmon, WA 98672	Department Contact:	Jeff Cooper
Contact:	Dayne Connell	Phone:	509-637-0436
Phone:	509-637-0417	Fax:	N/A
Fax:	N/A	Email:	jeffc@ci.white-salmon.wa.us
Email:	dayne@gorgedirtworks.com		

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owened Vehicles; Non-Owened Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

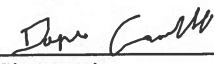
**Business License:** The Contractor is required to submit proof of a City business license (\$50) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

**Bonds/Retainage:** No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond (Performance and Payment Bond). Retainage is required. If a Performance and Payment Bond is provided retainage will be 5%.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent premiums from the final payment.

**Payment Processing:** The City shall pay the Contractor after final acceptance of each work order within 30 days of submittal of the invoice provided the City has received approved L&I forms.

Completion Date: Contract will be valid December 14, 2022 through December 31, 2023	Total Contract Fixed Price (Including Tax) N/A
	OR
	Not to Exceed Total (Including Tax) applying schedule of rates and charges attached as Exhibit A: \$4,000 including tax
Description of Work: On-call snow removal services.	
The contractor should send invoices to the following address: PO Box 2139, White Salmon WA 98672. Unless otherwise agreed, payment is net 30 days less retainage.	
Note: Gorge Dirt Works will be the second contact for snow removal if the lowest bidder contractor is not available.	
The contractor shall not start work until the City orally provides a Notice to Proceed. This agreement shall terminate without cost if a Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received and an Intent to Pay Prevailing Wages is filed with the WA Dept. of Labor & Industries.	
<u>Contractor:</u>	<u>City Department Approval:</u>
 _____ (Signature)	12/15/22 _____ (Date)
Print Name <u>Dayne Connell, Gorge Dirt Works</u>	Print Name <u>Marla Keethler, Mayor, City of White Salmon</u>
Distribution Account Codes: <u>Street (101)</u> - <u>Contract Services</u> Program Object	

## Exhibit A

12/12/2022



Dayne Connell

509-637-0417

[dayne@gorgedirtworks.com](mailto:dayne@gorgedirtworks.com)

Our hourly rates for snow removal for the City of White Salmon would be as followed:

1 Yard backhoe/loader - \$150

2 Yard loader - \$165

3 Yard loader - \$200

dump trucks - \$150 /hour

**File Attachments for Item:**

N. November 2022 Budget Report



**City of White Salmon  
November 2022  
Budget Report**

**TREASURER'S REPORT**  
**Fund Totals**

City Of White Salmon

Time: 11:11:31 Date: 12/09/2022

11/01/2022 To: 11/30/2022

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense	1,479,218.72	282,122.65	278,787.22	1,482,554.15	4,506.41	47.49	-263.30	1,486,844.75
101 Street Fund	213,783.19	85,294.74	34,969.90	264,108.03	1,284.33	0.00	0.00	265,392.36
107 Pool Fund	0.00	0.00		0.00	0.00	77.69	0.00	77.69
108 Municipal Capital Imp Fund	454,867.50	11,195.34		466,062.84	0.00	0.00	0.00	466,062.84
110 Fire Reserve Fund	337,279.35	1,041.38		338,320.73	0.00	0.00	0.00	338,320.73
112 General Fund Reserve	342,821.74	1,058.42		343,880.16	0.00	0.00	0.00	343,880.16
121 Police Vehicle Reserve Fund	142,667.40	5,241.54		147,908.94	0.00	0.00	0.00	147,908.94
303 Hotel/Motel Taxes	166,619.13	10,412.26		177,031.39	0.00	0.00	0.00	177,031.39
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	266,688.80	224,415.88	193,988.40	297,116.28	1,564.05	0.00	-2,807.88	295,872.45
402 Wastewater Collection Fund	438,025.75	91,981.96	140,233.99	389,773.72	336.98	0.00	-1,598.90	388,511.80
408 Water Reserve Fund	155,965.07	318.86		156,283.93	0.00	0.00	0.00	156,283.93
409 Wastewater Reserve Fund	565,226.73	9,904.29		575,131.02	0.00	0.00	0.00	575,131.02
412 Water Rights Acquisition Fund	410,465.73	14,785.37		425,251.10	-6.41	0.00	-265.40	424,979.29
413 Water Bond Redemption Fund	62,090.15	9,492.88	7,920.00	63,663.03	0.00	0.00	0.00	63,663.03
414 Wastewater Bond Redemption Fund	11,449.74	35.35		11,485.09	0.00	0.00	0.00	11,485.09
415 Water Bond Reserve Fund	103,171.57	1,938.54		105,110.11	0.00	0.00	0.00	105,110.11
416 Wastewater Bond Reserve Fund	75,341.91	232.63		75,574.54	0.00	0.00	0.00	75,574.54
417 Treatment Plant Reserve Fund	362,105.42	2,618.04		364,723.46	0.00	0.00	0.00	364,723.46
418 Water Short Lived Asset Reserve Fund	270,562.39	17,264.62		287,827.01	0.00	0.00	0.00	287,827.01
420 USDA Rural Development - Jewett Water Main Improvements	125,375.02	12,541.67		137,916.69	0.00	0.00	0.00	137,916.69
601 Remittances	1,049.09	191.31	1,049.09	191.31	0.00	0.00	0.00	191.31
	<b>5,987,338.36</b>	<b>782,087.73</b>	<b>656,948.60</b>	<b>6,112,477.49</b>	<b>7,685.36</b>	<b>125.18</b>	<b>-4,935.48</b>	<b>6,115,352.55</b>

**TREASURER'S REPORT**  
**Account Totals**

City Of White Salmon

Time: 11:11:31 Date: 12/09/2022  
Page: 2

11/01/2022 To: 11/30/2022

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking Account	1,372,106.08	713,545.54	602,655.43	1,482,996.19	-4,935.48	7,810.54	1,485,871.25
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
<b>Total Cash:</b>		<b>1,372,431.08</b>	<b>713,545.54</b>	<b>602,655.43</b>	<b>1,483,321.19</b>	<b>-4,935.48</b>	<b>7,810.54</b>	<b>1,486,196.25</b>
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
2	State Pool	4,614,907.28	14,249.02	0.00	4,629,156.30	0.00	0.00	4,629,156.30
<b>Total Investments:</b>		<b>4,614,907.28</b>	<b>14,249.02</b>	<b>0.00</b>	<b>4,629,156.30</b>	<b>0.00</b>	<b>0.00</b>	<b>4,629,156.30</b>
		<b>5,987,338.36</b>	<b>727,794.56</b>	<b>602,655.43</b>	<b>6,112,477.49</b>	<b>-4,935.48</b>	<b>7,810.54</b>	<b>6,115,352.55</b>

**TREASURER'S REPORT**  
**Fund Investments By Account**

City Of White Salmon

Time: 11:11:31 Date: 12/09/2022

11/01/2022 To: 11/30/2022

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Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 Current Expense	1,091,743.87		3,370.88	3,370.88		1,095,114.75
101 000 Street Fund	100,000.00		308.76	308.76		100,308.76
108 000 Municipal Capital Imp Fund	388,784.21		1,200.41	1,200.41		389,984.62
110 000 Fire Reserve Fund	337,278.68		1,041.38	1,041.38		338,320.06
112 000 General Govt Reserve Fund	342,796.57		1,058.42	1,058.42		343,854.99
121 000 Police Vehicle Reserve Fund	78,228.79		241.54	241.54		78,470.33
303 000 Hotel/Motel Taxes	107,200.84		330.99	330.99		107,531.83
401 000 Water Fund	100,000.00		308.76	308.76		100,308.76
402 000 Wastewater Collection Fund	300,000.00		926.28	926.28		300,926.28
408 000 Water Reserve Fund	103,271.43		318.86	318.86		103,590.29
409 000 Wastewater Reserve Fund	508,795.94		1,570.96	1,570.96		510,366.90
412 000 Water Rights Acquisition Fund	348,024.03		1,074.56	1,074.56		349,098.59
413 000 Water Bond Redemption Fund	64,680.21		199.71	199.71		64,879.92
414 000 Wastewater Bond Redemption Fund	11,449.00		35.35	35.35		11,484.35
415 000 Water Bond Reserve Fund	101,546.57		313.54	313.54		101,860.11
416 000 Wastewater Bond Reserve Fund	75,341.48		232.63	232.63		75,574.11
417 000 Treatment Plant Reserve Fund	362,105.42		1,118.04	1,118.04		363,223.46
418 000 Water Short Lived Asset Reserve Fund	193,660.24		597.95	597.95		194,258.19
2 - State Pool	<u>4,614,907.28</u>	<u>0.00</u>	<u>14,249.02</u>	<u>14,249.02</u>		<u>4,629,156.30</u>
	<u>4,614,907.28</u>	<u>0.00</u>	<u>14,249.02</u>	<u>14,249.02</u>		<u>4,629,156.30</u>

**TREASURER'S REPORT**  
**Fund Investment Totals**

City Of White Salmon

11/01/2022 To: 11/30/2022

Time: 11:11:31 Date: 12/09/2022

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 Current Expense	1,091,743.87		3,370.88	3,370.88		1,095,114.75	387,439.40
101 Street Fund	100,000.00		308.76	308.76		100,308.76	163,799.27
108 Municipal Capital Imp Fund	388,784.21		1,200.41	1,200.41		389,984.62	76,078.22
110 Fire Reserve Fund	337,278.68		1,041.38	1,041.38		338,320.06	0.67
112 General Fund Reserve	342,796.57		1,058.42	1,058.42		343,854.99	25.17
121 Police Vehicle Reserve Fund	78,228.79		241.54	241.54		78,470.33	69,438.61
303 Hotel/Motel Taxes	107,200.84		330.99	330.99		107,531.83	69,499.56
307 New Pool Construction Fund						0.00	2,563.96
401 Water Fund	100,000.00		308.76	308.76		100,308.76	196,807.52
402 Wastewater Collection Fund	300,000.00		926.28	926.28		300,926.28	88,847.44
408 Water Reserve Fund	103,271.43		318.86	318.86		103,590.29	52,693.64
409 Wastewater Reserve Fund	508,795.94		1,570.96	1,570.96		510,366.90	64,764.12
412 Water Rights Acquisition Fund	348,024.03		1,074.56	1,074.56		349,098.59	76,152.51
413 Water Bond Redemption Fund	64,680.21		199.71	199.71		64,879.92	-1,216.89
414 Wastewater Bond Redemption Fund	11,449.00		35.35	35.35		11,484.35	0.74
415 Water Bond Reserve Fund	101,546.57		313.54	313.54		101,860.11	3,250.00
416 Wastewater Bond Reserve Fund	75,341.48		232.63	232.63		75,574.11	0.43
417 Treatment Plant Reserve Fund	362,105.42		1,118.04	1,118.04		363,223.46	1,500.00
418 Water Short Lived Asset Reserve Fund	193,660.24		597.95	597.95		194,258.19	93,568.82
420 USDA Rural Development - Jewett Water Main Improve						0.00	137,916.69
601 Remittances						0.00	191.31
	<u>4,614,907.28</u>		<u>14,249.02</u>	<u>14,249.02</u>		<u>4,629,156.30</u>	<u>1,483,321.19</u>

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

**6,112,477.49**

## TREASURER'S REPORT

### Outstanding Vouchers

11/01/2022 To: 11/30/2022

As Of: 11/30/2022 Date: 12/09/2022

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City Of White Salmon

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	3984	11/25/2022	Util Pay	1		Xpress Bill Pay	208.78	Xpress Import - EFT - 11-25-2022__daily_batch.csv
2022	3985	11/25/2022	Util Pay	1		Xpress Bill Pay	120.00	Xpress Import - iPay - 11-25-2022__daily_batch.csv
2022	3988	11/27/2022	Util Pay	1		Xpress Bill Pay	120.82	Xpress Import - EFT - 11-27-2022__daily_batch.csv
2022	4013	11/28/2022	Util Pay	1		Xpress Bill Pay	77.93	Xpress Import - EFT - 11-28-2022__daily_batch.csv
2022	4014	11/29/2022	Tr Rec	1		Permitting Customer	60.00	
2022	4015	11/29/2022	Tr Rec	1		Water Wagon LLC	195.00	Item paid on XpressBillPay on 11/17/2022
2022	4016	11/29/2022	Util Pay	1		Xpress Bill Pay	731.87	Xpress Import - CC - 11-29-2022__daily_batch.csv
2022	4017	11/29/2022	Util Pay	1		Xpress Bill Pay	253.90	Xpress Import - EFT - 11-29-2022__daily_batch.csv
2022	4018	11/29/2022	Util Pay	1		Xpress Bill Pay	80.00	Xpress Import - Metavante - 11-29-2022__daily_batch.csv
2022	4019	11/29/2022	Util Pay	1		Xpress Bill Pay	258.91	Xpress Import - iPay - 11-29-2022__daily_batch.csv
2022	4020	11/29/2022	Util Pay	1		Xpress Bill Pay	248.03	Xpress Import - CheckFree - 11-29-2022__daily_batch.csv
2022	4021	11/30/2022	Tr Rec	1		Bethel Congregational Church	150.00	City Park Reservation: Park Use 12/21/2022
2022	4022	11/30/2022	Tr Rec	1		Permitting Customer	53.30	
2022	4023	11/30/2022	Util Pay	1		Xpress Bill Pay	952.25	Xpress Import - CC - 11-30-2022__daily_batch.csv
2022	4024	11/30/2022	Util Pay	1		Xpress Bill Pay	1,233.31	Xpress Import - EFT - 11-30-2022__daily_batch.csv
2022	4025	11/30/2022	Util Pay	1		Xpress Bill Pay	2.38	Xpress Import - Metavante - 11-30-2022__daily_batch.csv
2022	4026	11/30/2022	Util Pay	1		Xpress Bill Pay	189.00	Xpress Import - CheckFree - 11-30-2022__daily_batch.csv
Receipts Outstanding:							4,935.48	
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 Credit Balance On Utility Acct #4750
2020	1811	05/06/2020	Claims	1	36098	James B Roberson Trust Lisa Doslu, Trustee	10.38	062750.0 - 625 SWWAUBISH ST- Credit Balance Refund
2021	218	01/20/2021	Claims	1	36799	Thomas Hood	4.71	073225.0 - 1180 SWTHORNTON DR - Utility Account 5592 Credit Balance Refund
2021	228	01/20/2021	Claims	1	36809	Jennifer Schwab	49.19	064200.1 - 366 SWEYRIE RD - Utility Account 5929 Credit Balance Refund

## TREASURER'S REPORT

### Outstanding Vouchers

City Of White Salmon

11/01/2022 To: 11/30/2022

As Of: 11/30/2022 Date: 12/09/2022

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	232	01/20/2021	Claims	1	36813	Garret Zallen	0.05	022650.3 - 645 NEGRANDVIEW BLVD - Utility Account 1204 Credit Balance Refund
2021	1733	05/19/2021	Claims	1	37101	Nora B. Kyte	3.34	011450.0 - 552 SEOAK ST - Credit Balance Refund
2021	3458	10/06/2021	Claims	1	37455	Ernie's Locks & Keys LLC	325.00	Park - Locksmithing
2021	4396	12/20/2021	Payroll	1	37678	Christopher Stiffler	27.70	Dec Payroll #2
2022	3551	10/19/2022	Claims	1	38550	Munsen Paving LLC	1,862.66	Water - Construction Supplies - Asphalt for repairs; Water - Construction Supplies - Asphalt for repairs; Street Asphalt - Mod C 4@80.00 - Delivered 03.31.21; Asphalt - Mod C 2.34@80.00 - Delivered
2022	3738	11/02/2022	Claims	1	38583	Matt Gaudette and Elizabeth Copeland	150.00	Park Use Deposit Refund - Matt Gaudette - Event Date 10.30.22 - Reciept #96403
2022	3755	11/02/2022	Claims	1	38600	Reynier, Ron Atty At Law	1,400.00	City Prosecuting Agreement - Ron Reynier - November 2022
2022	3881	11/16/2022	Claims	1	38635	Same Day Stage	69.00	Water - Sample Shipping Service
2022	3882	11/16/2022	Claims	1	38636	Schuknecht's Polygraph Service	200.00	Police - Polygraph Services
2022	3886	11/16/2022	Claims	1	38640	Verizon Wireless	1,014.18	Verizon Wireless - October 2022
2022	3993	11/28/2022	Claims	1	38647	CenturyLink	1,352.40	CenturyLink - Shop - 2022 October ; CenturyLink - Breathalyzer - 2022 October ; CenturyLink - Shop Emergency Dialer - 2022 October ; CenturyLink - City Shop Broadband - 2022 October ; CenturyL
2022	3994	11/28/2022	Claims	1	38648	Gorge Networks Inc	772.10	City Hall - Internet Service
							7,810.54	

Fund	Claims	Payroll	Total
001 Current Expense	4,506.41	47.49	4,553.90
101 Street Fund	1,284.33	0.00	1,284.33
107 Pool Fund	0.00	77.69	77.69
401 Water Fund	1,564.05	0.00	1,564.05
402 Wastewater Collection Fund	336.98	0.00	336.98
412 Water Rights Acquisition Fund	-6.41	0.00	-6.41
	7,685.36	125.18	7,810.54

**TREASURER'S REPORT**

**Signature Page**

City Of White Salmon

11/01/2022 To: 11/30/2022

Time: 11:11:31 Date: 12/09/2022

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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: *Stephanie Posto* 12/9/22 Clerk/Treasurer / Date  
Signed: \_\_\_\_\_ Chairman Budget Committee / Date



**City of White Salmon**  
**November 2022 Treasurer's Report Reconciliation**

	Revenue	Expenditures
	782,087.73	656,948.60
Treasurer's Receipts	411,281.02	364,290.51 Claims
Utility Receipts	316,513.54	237,765.19 Payroll
Interfund Transfers	54,959.84	54,959.84 Interfund Transfers
	0.00	333.06 Service Charge - Account Analysis
	0.00	0.00 Service Charge - Checks
Revenue to Expenditure	0.00	0.00 Revenue to Expenditure
Service Charge (NSF)	-108.44	Insufficient Funds
	-158.23	Insufficient Funds
Expenditure to Revenue	-200.00	-200.00 Expenditure to Revenue (Hydrant Meter Refund)
Expenditure to Revenue	-200.00	-200.00 Expenditure to Revenue (Hydrant Meter Refund)
Expenditure to Revenue	0.00	0.00 Expenditure to Revenue
Expenditure to Revenue	0.00	0.00 Expenditure to Revenue
	782,087.73	656,948.60
	0.00	0.00

**City of White Salmon**

**2022 November Treasurer's Report Reconciliation to Bank Statements**

Treasurer's Report Ending Balance	6,112,477.49
Treasurer's Report Adjusted Ending Balance	6,115,352.55
Columbia State Bank (Cash)	1,485,871.25
US Bank (Time Value - Investment)	0.00
WA State Treasurer (State Pool - Investment)	4,629,156.30
Petty Cash	25.00
Drawer 1	150.00
Drawer 2	150.00
Drawer 3	0.00
Total Cash and Investments	6,115,352.55
Less Outstanding Checks (Page 7 of Treasurer's Report)	-7,810.54
Plus Outstanding Deposits (Page 1 of Treasurer's Report)	4,935.48
Bank Statement Adjusted Ending Balance	6,112,477.49
Difference	0.00



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

**STATEMENT OF ACCOUNT**

Statement Date: 11/30/22  
 Last Statement Date: 10/31/22  
 Account: XXXXXX2469

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	\$1,485,871.25

**Public Checking**

Account Number	XXXXXX2469	Beginning Balance	\$1,385,589.31
		<b>Credits</b>	
Low Balance	\$1,188,672.34	Deposits	\$289,402.89
		ACH Credits	\$439,474.24
		Other Credits	\$0.00
		<b>Total Credits</b>	<b>\$728,877.13</b>
		<b>Total Account Fees</b>	<b>\$0.00</b>
		<b>Debits</b>	
		ACH Debits	\$270,820.47
		Other Debits	\$599.73
		Electronic Checks	\$0.00
		Checks	\$357,174.99
		<b>Total Debits</b>	<b>\$628,595.19</b>
		<b>Ending Balance</b>	<b>\$1,485,871.25</b>

**DEPOSITS**

Date	Description	Amount
11-01	Deposit	\$5,963.30
11-03	Deposit	\$22,392.75
11-04	Deposit	\$5,400.35
11-07	Deposit	\$2,575.59
11-08	Deposit	\$260.17
11-08	Deposit	\$8,115.82
11-09	Deposit	\$3,668.00
11-10	Deposit	\$250.00
11-10	Deposit	\$6,668.12
11-14	Deposit	\$7,001.61
11-15	Deposit	\$17,911.55



**STATEMENT OF ACCOUNT**

Statement Date: 11/30/22  
 Account: XXXXXX2469

**DEPOSITS (continued)**

Date	Description	Amount
11-16	Deposit	\$2,395.16
11-17	Deposit	\$5,931.48
11-18	Deposit	\$118,015.86
11-21	Deposit	\$48,823.17
11-22	Deposit	\$6,266.15
11-23	Deposit	\$3,351.38
11-28	Deposit	\$41.23
11-29	Deposit	\$24,371.25
<b>Total Deposits:</b>		<b>\$289,402.89</b>

**ACH CREDITS**

Date	Description	Amount
11-01	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000028014652 5708363	\$147.50
11-01	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000020784186 5708363	\$278.03
11-01	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000058949496 184880905WD	\$815.20
11-02	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000015045612 02530	\$100.00
11-02	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000050262192 185064804WD	\$704.85
11-02	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000023787983 5708363	\$10,337.01
11-03	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000051781567 185149744WD	\$1,699.59
11-03	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000023579615 5708363	\$4,527.87
11-03	Preauthorized ACH Cr PAYMAC INC CORP PAY 21000029876247 353648	\$16,860.50
11-04	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000011286041 02530	\$75.00
11-04	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000053301640 185207591WD	\$321.59
11-04	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000025969437 5708363	\$2,334.30
11-07	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000024345319 5708363	\$1,606.23
11-07	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000054651313 185276132WD	\$1,835.56
11-08	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000023347519 5708363	\$200.79
11-08	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000013036609 02530	\$325.00
11-08	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000025084511 5708363	\$840.40
11-08	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000022441838 5708363	\$853.25
11-08	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000055887341 185339454WD	\$2,086.90



# STATEMENT OF ACCOUNT

Statement Date: 11/30/22  
Account: XXXXXX2469

## ACH CREDITS (continued)

Date	Description	Amount
11-09	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000057055247 185486168WD	\$1,450.20
11-09	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000020644145 5708363	\$2,774.07
11-10	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000018292781 02530	\$100.00
11-10	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000027890632 5708363	\$1,014.69
11-10	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000058200689 185561626WD	\$2,267.70
11-14	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000022065562 5708363	\$1,601.92
11-14	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000059478971 185637348WD	\$2,535.44
11-14	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000029211542 5708363	\$11,675.43
11-15	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000029184246 5708363	\$75.55
11-15	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000028065975 5708363	\$194.02
11-15	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000019660787 02530	\$300.00
11-15	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000022297267 5708363	\$344.40
11-15	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000050947875 185764234WD	\$4,845.02
11-16	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000027546657 5708363	\$476.16
11-16	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000052430354 185945076WD	\$2,771.68
11-17	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000029915455 5708363	\$2,176.89
11-17	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000053367048 186122874WD	\$2,979.15
11-18	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000018754808 02530	\$512.50
11-18	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000054663381 186202517WD	\$1,885.94
11-18	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000029318799 5708363	\$11,793.82
11-21	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000011364615 02530	\$279.17
11-21	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000022517948 5708363	\$2,833.03
11-21	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000055750394 186265335WD	\$3,099.57
11-21	Preauthorized ACH Cr CITY WS DB UTILPYM 5200 125108270011885 1916001528	\$57,662.32
11-21	Preauthorized ACH Cr Klickitat County Payments 125108270012784 WHITE SALMON	\$121,288.54
11-22	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000021704094 5708363	\$5,974.00



**STATEMENT OF ACCOUNT**

Statement Date: 11/30/22  
 Account: XXXXXX2469

**ACH CREDITS (continued)**

Date	Description	Amount
11-22	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000029805518 5708363	\$6,558.89
11-22	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000056869029 186338930WD	\$7,095.48
11-22	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000021497942 5708363	\$7,851.22
11-23	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000012254574 02530	\$150.00
11-23	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000058034263 186578802WD	\$2,564.20
11-23	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000028293200 5708363	\$21,198.47
11-25	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000024831701 5708363	\$363.08
11-25	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000059236707 186648072WD	\$13,752.38
11-28	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000017724265 02530	\$262.50
11-28	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000050518367 186724875WD	\$17,045.09
11-29	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000025694055 5708363	\$118.03
11-29	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000025105116 5708363	\$282.99
11-29	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000023931968 5708363	\$297.62
11-30	Preauthorized ACH Cr PAYMENTECH DEPOSIT 21000025173843 5708363	\$662.61
11-30	Preauthorized ACH Cr CITY OF WHITE SA CREDITS 124000052857109 187068217WD	\$1,197.21
11-30	Preauthorized ACH Cr WA ST TREASURER REVDISTRIB 42000019485380 02530	\$71,213.69

**Total ACH Credits: \$439,474.24**

**ACH DEBITS**

Date	Description	Amount
11-02	Preauthorized ACH Dr CITY WS DB DEPOSIT 125108270007449 1916001528	\$6,216.00
11-03	Preauthorized ACH Dr PAYMENTECH FEE 21000023606007 5708363	\$1,971.27
11-03	Preauthorized ACH Dr Vimly Benefit So AWC 111000025175192 ST-Y3K2O7C9R2F3	\$33,984.94
11-04	Preauthorized ACH Dr WA DEPT RET SYS DRS EPAY 42000011378120 04321770	\$75.00
11-04	Preauthorized ACH Dr LIFESECURE INSU INSURANCE LISTBILL 111000014436614 LB0000000072907	\$170.77
11-04	Preauthorized ACH Dr Standard Ins premium 42000015015837 STASIC000218184	\$393.00
11-04	Preauthorized ACH Dr Xpress Bill Pay Billing 124000054156647 10295	\$734.76
11-04	Preauthorized ACH Dr WA DEPT RET SYS DRS EPAY 42000011378119 04321769	\$11,746.57



**STATEMENT OF ACCOUNT**

Statement Date: 11/30/22  
 Account: XXXXXX2469

**ACH DEBITS (continued)**

Date	Description	Amount
11-04	Preauthorized ACH Dr IRS USATAXPYMT 61036010132293 270270860928455	\$33,766.61
11-04	Preauthorized ACH Dr CITY WS DB PAYROLL 125108270010925 1916001528	\$73,038.96
11-07	Preauthorized ACH Dr OR REVENUE DEPT TAXPAYMENT 42000014611140 1059993728	\$174.00
11-08	Preauthorized ACH Dr AFLAC INSURANCE 21000027047066 0EXM7263408	\$205.54
11-09	Preauthorized ACH Dr LIFESECURE INSU INSURANCE 111000019379793 LS00049572	\$410.79
11-09	Preauthorized ACH Dr LIFESECURE INSU INSURANCE 111000019379792 LS00049566	\$1,221.60
11-10	Preauthorized ACH Dr USDA RD DCFO PAYMENT 41036046922284 0000	\$7,920.00
11-16	Preauthorized ACH Dr Starlink Service Starlink S 111000029536866 ST-C8L7X8N7H1N0	\$110.00
11-21	Preauthorized ACH Dr WA DEPT RET SYS DRS EPAY 42000019664243 04326215	\$11,374.46
11-21	Preauthorized ACH Dr WA DEPT REVENUE TAX PYMT 42000010813638 9831213	\$17,203.78
11-21	Preauthorized ACH Dr IRS USATAXPYMT 61036010039584 270272544400069	\$19,506.16
11-21	Preauthorized ACH Dr CITY WS DB PAYROLL 125108270011485 1916001528	\$50,258.92
11-22	Preauthorized ACH Dr OR REVENUE DEPT TAXPAYMENT 42000014146506 556890240	\$261.00
11-30	Preauthorized ACH Dr HARLAND CLARKE CHK ORDER CHECK ORDER BILLING 91000011814326 102T51070221200	\$76.34

**Total ACH Debits: \$270,820.47**

**OTHER DEBITS**

Date	Description	Amount
11-15	Analysis Charge Account Analysis Fee	\$333.06
11-17	Deposit Item Ret Charge Back Analysis Item Check 8062	\$108.44
11-23	ACH Return Item DAUGHTERS KACIA	\$158.23

**Total Other Debits: \$599.73**

**CHECKS**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2469	11-23	\$4.00	38547*	11-04	\$3,575.40	38579	11-10	\$2,239.00
38258*	11-04	\$1,400.00	38549*	11-04	\$9,638.00	38580	11-09	\$213.00
38332*	11-04	\$1,400.00	38552*	11-01	\$134.37	38581	11-10	\$139.98
38429*	11-04	\$1,400.00	38554*	11-17	\$3,986.23	38582	11-08	\$119.34
38456*	11-09	\$150.00	38570*	11-02	\$1,363.90	38584*	11-14	\$200.00
38483*	11-16	\$152.42	38573*	11-16	\$152.42	38585	11-08	\$1,877.54
38502*	11-10	\$340.00	38574	11-14	\$152.42	38586	11-08	\$1,420.72
38506*	11-09	\$858.00	38575	11-07	\$92.35	38587	11-18	\$170.10
38519*	11-04	\$1,400.00	38576	11-08	\$779.68	38588	11-03	\$13,575.00
38539*	11-07	\$60.00	38577	11-10	\$737.78	38589	11-10	\$860.00
38545*	11-01	\$5,039.12	38578	11-09	\$23.78	38590	11-18	\$500.00

**STATEMENT OF ACCOUNT**

 Statement Date: 11/30/22  
 Account: XXXXXX2469

**CHECKS (continued)**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
38591	11-14	\$148.14	38609	11-14	\$455.00	38627*	11-28	\$140.00
38592	11-14	\$474.13	38610	11-08	\$63,290.00	38628	11-23	\$23.66
38593	11-09	\$51.36	38611	11-28	\$380.08	38629	11-25	\$300.00
38594	11-08	\$1,404.77	38612	11-23	\$284.68	38630	11-23	\$231.18
38595	11-08	\$2,796.13	38613	11-23	\$66,703.51	38631	11-25	\$2,811.25
38596	11-14	\$179.15	38614	11-30	\$630.00	38632	11-22	\$6,648.33
38597	11-08	\$3,530.77	38615	11-22	\$375.66	38633	11-30	\$518.45
38598	11-08	\$1,923.75	38616	11-22	\$397.85	38634	11-22	\$3,128.45
38599	11-04	\$1,635.45	38617	11-25	\$137.97	38637*	11-25	\$447.08
38601*	11-07	\$170.10	38618	11-29	\$847.63	38638	11-22	\$1,646.25
38602	11-09	\$182.66	38619	11-22	\$1,003.70	38639	11-23	\$80.63
38603	11-15	\$3,726.14	38620	11-22	\$130.94	38641*	11-23	\$1,025.43
38604	11-14	\$2,332.75	38621	11-23	\$1,576.49	38642	11-23	\$200.00
38605	11-04	\$4,860.71	38622	11-22	\$519.23	38643	11-18	\$115,610.93
38606	11-10	\$2,159.67	38623	11-22	\$777.69	38644	11-23	\$68.75
38607	11-08	\$2,210.00	38624	11-22	\$2,033.73	38645	11-22	\$772.93
38608	11-09	\$202.50	38625	11-22	\$800.00	38646	11-30	\$1,034.78

\* indicates skip in check sequence

**Total Checks: \$357,174.99**
**DAILY BALANCES**

Date	Balance	Date	Balance	Date	Balance
11-01	\$1,387,619.85	11-10	\$1,189,155.00	11-22	\$1,406,679.66
11-02	\$1,391,181.81	11-14	\$1,208,027.81	11-23	\$1,363,587.15
11-03	\$1,387,131.31	11-15	\$1,227,639.10	11-25	\$1,374,006.31
11-04	\$1,250,027.32	11-16	\$1,232,867.26	11-28	\$1,390,835.05
11-07	\$1,255,548.25	11-17	\$1,239,860.11	11-29	\$1,415,057.31
11-08	\$1,188,672.34	11-18	\$1,255,787.20	11-30	\$1,485,871.25
11-09	\$1,193,250.92	11-21	\$1,391,429.68		



**Local Government Investment Pool**  
**Statement of Account for No: 02530**  
**Primary Account**  
**November 2022**

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

Date	Description	Comment	Deposits	Withdrawals	Balance
11/01/2022	Beginning Balance				4,614,907.28
11/30/2022	Month End Balance				4,614,907.28
	November Earnings	Daily Factor Earnings	14,249.02		
	Net Ending Balance				4,629,156.30

**Account Summary**

<b>Beginning Balance:</b>	4,614,907.28	<b>Gross Earnings:</b>	14,271.73
<b>Deposits:</b>	0.00	<b>Administrative Fee:</b>	22.71
<b>Withdrawals:</b>	0.00	<b>Net Earnings:</b>	14,249.02
<b>Month End Balance:</b>	4,614,907.28		
<b>Administrative Fee Rate:</b>	0.0060 %	<b>Net Ending Balance:</b>	4,629,156.30
<b>Gross Earnings Rate:</b>	3.7626 %		
<b>Net Earnings Rate:</b>	3.7566 %	<b>Average Daily Balance:</b>	4,614,907.28

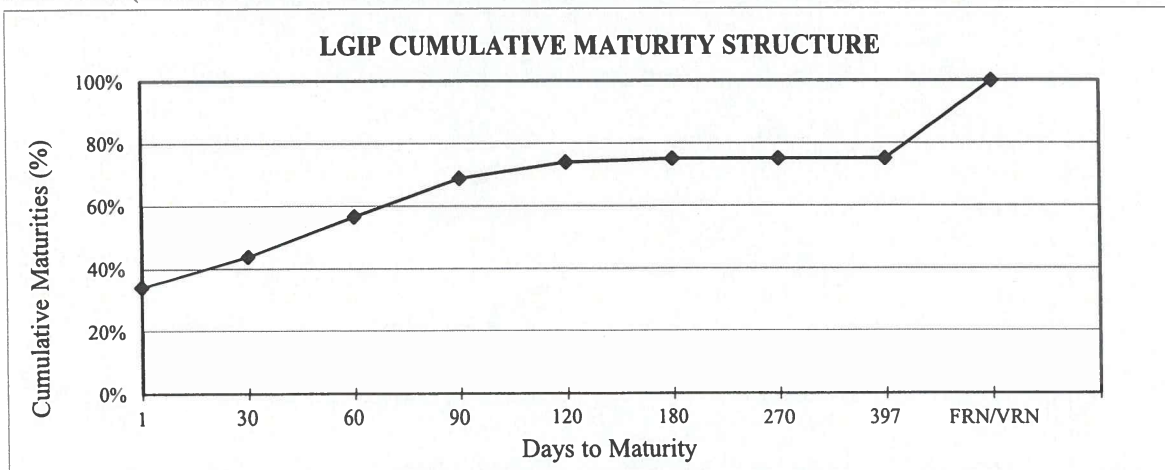
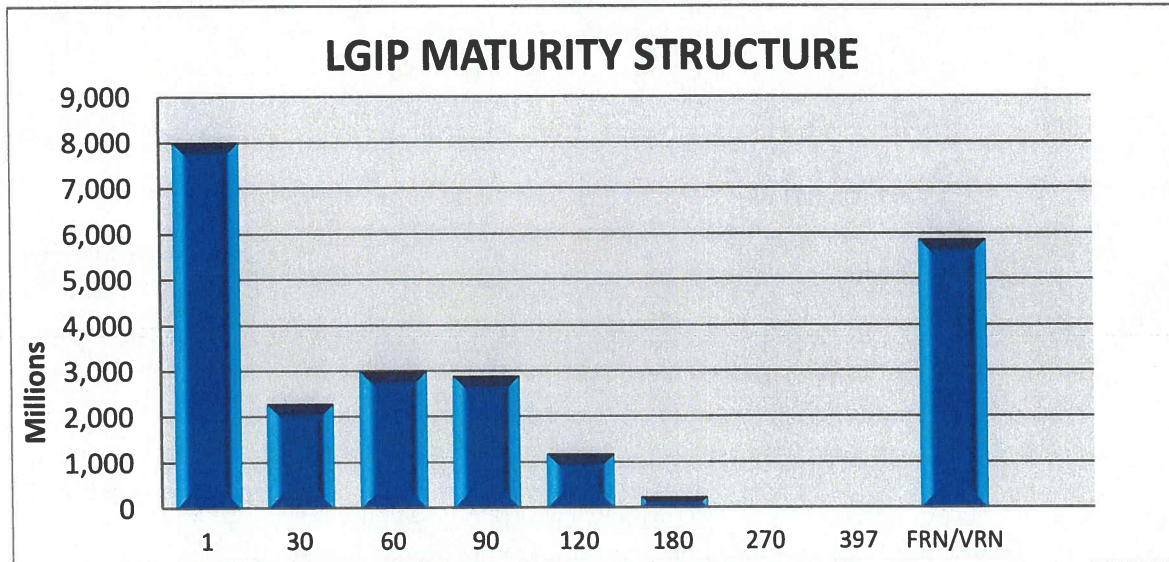
**WASHINGTON STATE  
LOCAL GOVERNMENT INVESTMENT POOL  
November 30, 2022**

<u>DAYS TO MATURITY</u>	<u>\$ MATURING (PAR VALUE)*</u>	<u>% MATURING</u>	<u>CUMULATIVE % MATURING</u>
1	8,015.58	34.0%	34.0%
2-30	2,300.00	9.8%	43.8%
31-60	3,006.13	12.8%	56.6%
61-90	2,905.00	12.3%	68.9%
91-120	1,193.76	5.1%	74.0%
121-180	250.00	1.1%	75.0%
181-270	10.00	0.0%	75.1%
271-397	0.00	0.0%	75.1%
FRN/VRN	5,868.51	24.9%	100.0%

**PORTFOLIO TOTAL:**

23,548.98

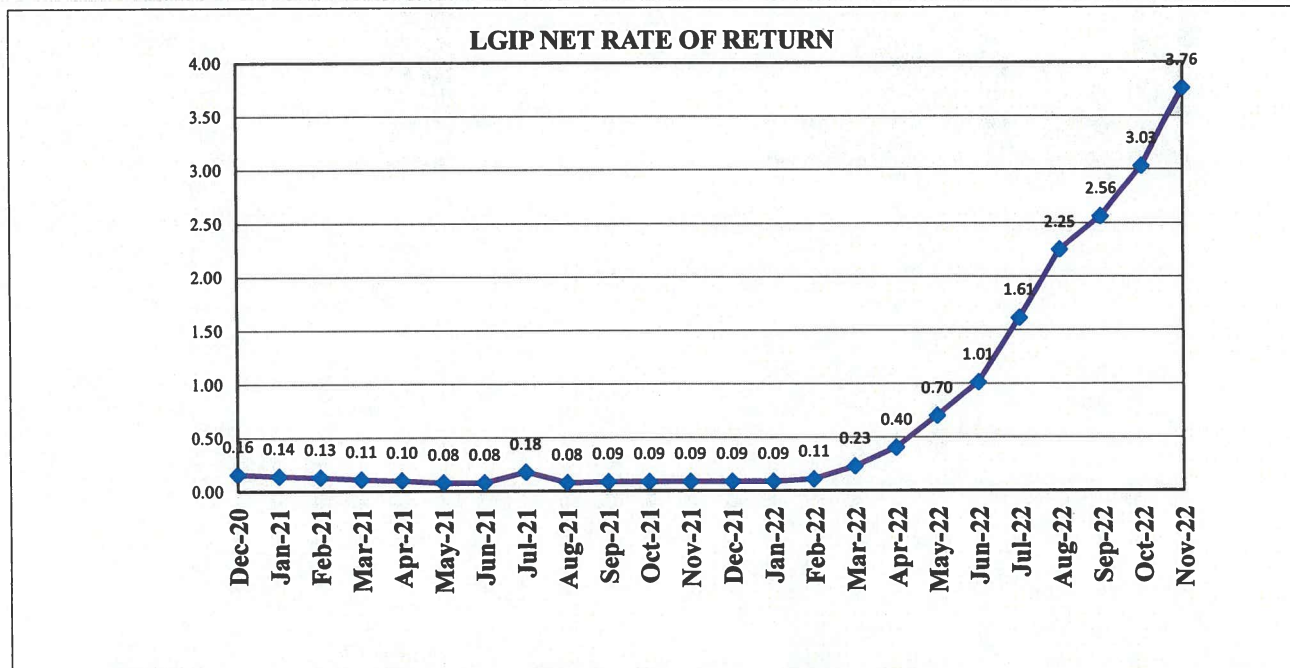
\* Amounts in millions of dollars



**WASHINGTON STATE  
LOCAL GOVERNMENT INVESTMENT POOL  
November 30, 2022**

Investment Type	Average Balance <u>Nov-22</u>	Nov-22 <u>Percentage</u>	Average Balance <u>CY 2022</u>	2022 <u>Percentage</u>
Agency Bullets	0.00	0.00%	7,784,422.11	0.03%
Agency Discount Notes	2,505,452,141.43	10.57%	1,872,070,577.02	8.32%
Agency Floating Rate Notes	4,999,161,859.62	21.08%	4,589,538,975.13	20.39%
Agency Variable Rate Notes	0.00	0.00%	598,802.40	0.00%
Certificates of Deposit	31,625,000.00	0.13%	55,539,670.66	0.25%
IB Bank Deposit	2,766,865,325.68	11.67%	1,917,157,380.99	8.52%
Repurchase Agreements	5,617,366,666.66	23.69%	3,999,808,383.19	17.77%
SOFR Floating Rate Notes	0.00	0.00%	0.00	0.00%
Supras - Bullets	0.00	0.00%	11,991,508.43	0.05%
Supras - Discount Notes	448,213,227.78	1.89%	417,805,600.59	1.86%
Supras- Floating Rate Notes	0.00	0.00%	0.00	0.00%
Supras - Variables	0.00	0.00%	0.00	0.00%
Term Repurchase Agreements	533,333,333.33	2.25%	535,778,443.11	2.38%
U.S. Treasury Securities	6,088,600,579.58	25.68%	8,272,684,862.12	36.75%
US Treasury Floating Rate Notes	722,368,510.59	3.05%	826,920,877.16	3.67%
<b>Total Avg Daily Balance</b>	<b>23,712,986,644.68</b>	<b>100.00%</b>	<b>22,507,679,502.90</b>	<b>100.00%</b>

Avg Days to Maturity                      23 days



\* Rates are calculated on a 365-day basis

# BANK RECONCILIATION

City Of White Salmon

Time: 11:10:52 Date: 12/09/2022

11/01/2022 To: 11/30/2022

Page: 1

## 1 Checking Account

Date	Balance Forward	1,385,589.31
10/26/2022		815.20
10/27/2022		704.85
10/28/2022		1,804.51
10/29/2022		173.11
10/30/2022		147.50
10/31/2022		16,621.90
11/01/2022		6,363.43
11/02/2022		43,774.45
11/03/2022		8,456.78
11/04/2022		5,192.11
11/05/2022		1,252.95
11/06/2022		367.67
11/07/2022		13,685.50
11/08/2022		9,852.71
11/09/2022		11,291.72
11/10/2022		21,329.83
11/11/2022		75.55
11/12/2022		576.26
11/13/2022		388.52
11/14/2022		141,562.14
11/15/2022		7,971.62
11/16/2022		24,820.78
11/17/2022		123,493.09
11/18/2022		63,385.65
11/19/2022		8,205.16
11/20/2022		11,881.35
11/21/2022		102,371.20
11/22/2022		4,508.04
11/23/2022		594.86
11/25/2022		297.62
11/26/2022		118.03
11/27/2022		282.99
11/28/2022		25,296.36
11/30/2022		71,213.69
	Total Credits:	728,877.13

Year	Trans#	Date	Type	Chk#	Vendor	
2022	2308	07/06/2022	Claims	38258	Reynier, Ron Atty At Law	1,400.00
2022	2674	08/03/2022	Claims	38332	Reynier, Ron Atty At Law	1,400.00
2022	3057	09/07/2022	Claims	38429	Reynier, Ron Atty At Law	1,400.00
2022	3187	09/21/2022	Claims	38456	Shelley Baxter	150.00
2022	3304	10/05/2022	Payroll	38483	Patricia F Fink	152.42
2022	3378	10/05/2022	Claims	38502	Gower Law Office	340.00
2022	3382	10/05/2022	Claims	38506	Knapp, O'Dell & Macpherson PLLC	858.00
2022	3395	10/05/2022	Claims	38519	Reynier, Ron Atty At Law	1,400.00
2022	3540	10/19/2022	Claims	38539	Extreme Products	60.00
2022	3546	10/19/2022	Claims	38545	Johnson Controls Fire Protection LP	5,039.12
2022	3548	10/19/2022	Claims	38547	Klickitat County Commissioner-Judicial	3,575.40
2022	3550	10/19/2022	Claims	38549	Mt Adams Chamber Of Commerce	9,638.00
2022	3553	10/19/2022	Claims	38552	Nelson Truck Equipment Co, Inc.	134.37
2022	3555	10/19/2022	Claims	38554	Oregon Rifleworks, LLC	3,986.23
2022	3631	10/25/2022	Claims	38570	CenturyLink	1,363.90
2022	3682	11/02/2022	Claims		Kenneth B. Woodrich PC	6,216.00
2022	3732	11/02/2022	Claims	38577	AUCA Western First Aid & Safety	737.78

# BANK RECONCILIATION

City Of White Salmon

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Year	Trans#	Date	Type	Chk#	Vendor	
2022	3733	11/02/2022	Claims	38578	American Messaging - #1149685	23.78
2022	3734	11/02/2022	Claims	38579	Aspect Consulting	2,239.00
2022	3735	11/02/2022	Claims	38580	BSK Associates	213.00
2022	3736	11/02/2022	Claims	38581	Charter Communications	139.98
2022	3737	11/02/2022	Claims	38582	Excavator Rental Services	119.34
2022	3739	11/02/2022	Claims	38584	Gross Enterprises, Inc	200.00
2022	3740	11/02/2022	Claims	38585	H.D. Fowler Company	1,877.54
2022	3741	11/02/2022	Claims	38586	Hach Company	1,420.72
2022	3742	11/02/2022	Claims	38587	Ned Kindler	170.10
2022	3743	11/02/2022	Claims	38588	Paul Koch	13,575.00
2022	3744	11/02/2022	Claims	38589	L.N, Curtis & Sons	860.00
2022	3745	11/02/2022	Claims	38590	Masonic Lodge # 163	500.00
2022	3746	11/02/2022	Claims	38591	NW Natural	148.14
2022	3747	11/02/2022	Claims	38592	Office Depot	474.13
2022	3748	11/02/2022	Claims	38593	One Call Concepts Inc	51.36
2022	3749	11/02/2022	Claims	38594	Owen Equipment Company	1,404.77
2022	3750	11/02/2022	Claims	38595	PUD No 1 Of Klickitat County	2,796.13
2022	3751	11/02/2022	Claims	38596	Pitney Bowes Global Financial LLC	179.15
2022	3752	11/02/2022	Claims	38597	Proforce Law Enforcement	3,530.77
2022	3753	11/02/2022	Claims	38598	Radcomp Technologies	1,923.75
2022	3754	11/02/2022	Claims	38599	Troy A Rayburn	1,635.45
2022	3756	11/02/2022	Claims	38601	Larry Spencer	170.10
2022	3757	11/02/2022	Claims	38602	Tum-A-Lum Lumber	182.66
2022	3758	11/02/2022	Claims	38603	US Bank	3,726.14
2022	3759	11/02/2022	Claims	38604	Vanguard Nursery	2,332.75
2022	3760	11/02/2022	Claims	38605	White Salmon, City Of	4,860.71
2022	3761	11/02/2022	Claims	38606	Wilcox & Flegel	2,159.67
2022	3762	11/02/2022	Claims	38607	Zaya LLC	2,210.00
2022	3769	11/03/2022	Claims	38608	Jaques Sharp	202.50
2022	3770	11/03/2022	Claims	38609	Mosier WiNet	455.00
2022	3771	11/03/2022	Claims	38610	Salsbury Industries	63,290.00
2022	3690	11/04/2022	Payroll		Ryan Hardie Adam	2,514.85
2022	3691	11/04/2022	Payroll		William R Avery II	21,039.70
2022	3692	11/04/2022	Payroll		Jan Brending	2,970.37
2022	3693	11/04/2022	Payroll		Jeff C Broderick	2,395.30
2022	3694	11/04/2022	Payroll		Erika Castro-Guzman	2,046.27
2022	3695	11/04/2022	Payroll		Jeffrey Cooper	2,009.11
2022	3696	11/04/2022	Payroll		Kate E Daniels	2,641.55
2022	3697	11/04/2022	Payroll		Andrew Dirks	1,634.95
2022	3698	11/04/2022	Payroll	38573	Patricia F Fink	152.42
2022	3699	11/04/2022	Payroll		Lisa L George	1,948.44
2022	3700	11/04/2022	Payroll	38574	Benjamin C Giant	152.42
2022	3701	11/04/2022	Payroll		Suzanne F Gilmer	92.35
2022	3702	11/04/2022	Payroll		Edward L Gunnyon	4,437.79
2022	3703	11/04/2022	Payroll		Jason L Hartmann	152.42
2022	3704	11/04/2022	Payroll		Michael L Hepner	3,042.14
2022	3705	11/04/2022	Payroll		William F Hunsaker	2,710.87
2022	3706	11/04/2022	Payroll		Cynthia D Jewell	1,867.56
2022	3707	11/04/2022	Payroll		Marla A Keethler	1,707.08
2022	3708	11/04/2022	Payroll		Jason Kinley	2,234.52
2022	3709	11/04/2022	Payroll		Ross E Lambert	2,442.25
2022	3710	11/04/2022	Payroll		Joshua Lewis	3,062.56
2022	3711	11/04/2022	Payroll		David S Lindley	152.42
2022	3712	11/04/2022	Payroll		Madelynn M Mcllwain	2,608.54
2022	3713	11/04/2022	Payroll		Stephanie M Porter	2,485.35
2022	3714	11/04/2022	Payroll		Frank Randall	3,024.60
2022	3715	11/04/2022	Payroll		James A Ransier	152.42

# BANK RECONCILIATION

City Of White Salmon

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2022	3716	11/04/2022	Payroll		Troy A Rayburn	1,940.82
2022	3717	11/04/2022	Payroll		Troy Rosenburg	1,724.73
2022	3718	11/04/2022	Payroll	38575	Jess W Wardwell	92.35
2022	3719	11/04/2022	Payroll		AFLAC	205.54
2022	3720	11/04/2022	Payroll		Association Of WA Cities	33,984.94
2022	3721	11/04/2022	Payroll		Internal Revenue Service	33,766.61
2022	3722	11/04/2022	Payroll		LifeSecure Insurance Company	1,221.60
2022	3723	11/04/2022	Payroll		LifeSecure Insurance Company	410.79
2022	3724	11/04/2022	Payroll		LifeSecure Insurance Company	170.77
2022	3725	11/04/2022	Payroll		Oregon Department of Revenue	174.00
2022	3726	11/04/2022	Payroll		Standard Insurance	393.00
2022	3727	11/04/2022	Payroll		WA State Dept Retirement Systems	75.00
2022	3728	11/04/2022	Payroll		WA State Dept Retirement Systems	11,746.57
2022	3729	11/04/2022	Payroll	38576	WSCCCE	779.68
2022	4102	11/05/2022	Claims		Xpress Bill Pay	734.76
2022	4192	11/05/2022	Claims		Chase Paymentech	1,971.27
2022	4103	11/10/2022	Claims		USDA Rural Development	7,920.00
2022	3809	11/15/2022	Claims		Starlink	110.00
2022	3838	11/15/2022	Ser Chge		Columbia Bank #1080	333.06
2022	3857	11/16/2022	Claims	38611	Ace Hardware	380.08
2022	3858	11/16/2022	Claims	38612	Aramark Uniform Services	284.68
2022	3859	11/16/2022	Claims	38613	Bingen, City Of	66,703.51
2022	3860	11/16/2022	Claims	38614	Board for Volunteer Firefighters	630.00
2022	3861	11/16/2022	Claims	38615	Brasuell Plumbing	375.66
2022	3862	11/16/2022	Claims	38616	CTX-Xerox	397.85
2022	3863	11/16/2022	Claims	38617	Charter Communications	137.97
2022	3864	11/16/2022	Claims	38618	Columbia Gorge News, LLC	847.63
2022	3865	11/16/2022	Claims	38619	Consolidated Sup Co Inc	1,003.70
2022	3866	11/16/2022	Claims	38620	DataPro Solutions, Inc	130.94
2022	3867	11/16/2022	Claims	38621	Databar	1,576.49
2022	3868	11/16/2022	Claims	38622	Day Management Corporation	519.23
2022	3869	11/16/2022	Claims	38623	H.D. Fowler Company	777.69
2022	3870	11/16/2022	Claims	38624	Hunsaker Oil Company Inc	2,033.73
2022	3871	11/16/2022	Claims	38625	James Michael Davis	800.00
2022	3872	11/16/2022	Claims	38626	Klickitat County Auditor	4.00
2022	3873	11/16/2022	Claims	38627	Klickitat County Health Dept	140.00
2022	3874	11/16/2022	Claims	38628	Klickitat County Prosecutor	23.66
2022	3875	11/16/2022	Claims	38629	Mt Adams Chamber Of Commerce	300.00
2022	3876	11/16/2022	Claims	38630	NAPA Auto Parts dba Gorge Auto Parts	231.18
2022	3877	11/16/2022	Claims	38631	Nelson Nygaard Consulting Assoc., Inc.	2,811.25
2022	3878	11/16/2022	Claims	38632	Radcomp Technologies	6,648.33
2022	3879	11/16/2022	Claims	38633	Republic Services #487	518.45
2022	3880	11/16/2022	Claims	38634	Riverside Electric, LLC	3,128.45
2022	3883	11/16/2022	Claims	38637	Shred-it USA LLC	447.08
2022	3884	11/16/2022	Claims	38638	The Watershed Company	1,646.25
2022	3885	11/16/2022	Claims	38639	TransUnion Risk & Alternative	80.63
2022	3887	11/16/2022	Claims	38641	WA State Treas. Cash Mgmt Dept	1,025.43
2022	3888	11/16/2022	Claims	38642	Water Wagon LLC	200.00
2022	3889	11/16/2022	Claims	38643	White Salmon, City Of	115,610.93
2022	3890	11/16/2022	Claims	38644	Wilcox & Flegel	68.75
2022	3891	11/16/2022	Claims	38645	Xerox Financial Services, LLC	772.93
2022	3934	11/17/2022	Claims		WA State Dept Revenue/Excise	17,203.78
2022	3971	11/17/2022	Ser Chge		James F. Yanda	108.44
2022	3901	11/21/2022	Payroll		Ryan Hardie Adam	1,648.97
2022	3902	11/21/2022	Payroll		Jan Brending	2,973.38
2022	3903	11/21/2022	Payroll		Jeff C Broderick	2,414.61
2022	3904	11/21/2022	Payroll		Erika Castro-Guzman	2,007.38

# BANK RECONCILIATION

City Of White Salmon

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Year	Trans#	Date	Type	Chk#	Vendor	
2022	3905	11/21/2022	Payroll		Jeffrey Cooper	3,653.99
2022	3906	11/21/2022	Payroll		Kate E Daniels	2,324.54
2022	3907	11/21/2022	Payroll		Andrew Dirks	2,312.94
2022	3908	11/21/2022	Payroll		Lisa L George	2,167.56
2022	3909	11/21/2022	Payroll		Edward L Gunnyon	3,265.85
2022	3910	11/21/2022	Payroll		Michael L Hepner	3,046.43
2022	3911	11/21/2022	Payroll		William F Hunsaker	3,036.35
2022	3912	11/21/2022	Payroll		Cynthia D Jewell	1,867.73
2022	3913	11/21/2022	Payroll		Jason Kinley	2,010.01
2022	3914	11/21/2022	Payroll		Ross E Lambert	1,965.42
2022	3915	11/21/2022	Payroll		Joshua Lewis	3,208.17
2022	3916	11/21/2022	Payroll		Madelynn M McIlwain	2,577.47
2022	3917	11/21/2022	Payroll		Stephanie M Porter	2,483.94
2022	3918	11/21/2022	Payroll		Frank Randall	2,306.59
2022	3919	11/21/2022	Payroll		Troy A Rayburn	3,260.87
2022	3920	11/21/2022	Payroll		Troy Rosenburg	1,726.72
2022	3921	11/21/2022	Payroll		Internal Revenue Service	19,506.16
2022	3922	11/21/2022	Payroll		Oregon Department of Revenue	261.00
2022	3923	11/21/2022	Payroll		WA State Dept Retirement Systems	75.00
2022	3924	11/21/2022	Payroll		WA State Dept Retirement Systems	11,299.46
2022	3981	11/22/2022	Ser Chge		Kacia Daughters	158.23
2022	3992	11/28/2022	Claims	38646	Ryan Hardie Adam	1,034.78
2022	4104	11/30/2022	Claims		Columbia Bank #1080	76.34
Total Debits:						628,595.19
Reconciled Bank Balance:						1,485,871.25
2022	3984	11/25/2022	Util Pay	59122	Xpress Bill Pay	208.78
2022	3985	11/25/2022	Util Pay	59123	Xpress Bill Pay	120.00
2022	3988	11/27/2022	Util Pay	59126	Xpress Bill Pay	120.82
2022	4013	11/28/2022	Util Pay	59148	Xpress Bill Pay	77.93
2022	4014	11/29/2022	Tr Rec	59149	Permitting Customer	60.00
2022	4015	11/29/2022	Tr Rec	59150	Water Wagon LLC	195.00
2022	4016	11/29/2022	Util Pay	59151	Xpress Bill Pay	731.87
2022	4017	11/29/2022	Util Pay	59152	Xpress Bill Pay	253.90
2022	4018	11/29/2022	Util Pay	59153	Xpress Bill Pay	80.00
2022	4019	11/29/2022	Util Pay	59154	Xpress Bill Pay	258.91
2022	4020	11/29/2022	Util Pay	59155	Xpress Bill Pay	248.03
2022	4021	11/30/2022	Tr Rec	59156	Bethel Congregational Church	150.00
2022	4022	11/30/2022	Tr Rec	59157	Permitting Customer	53.30
2022	4023	11/30/2022	Util Pay	59158	Xpress Bill Pay	952.25
2022	4024	11/30/2022	Util Pay	59159	Xpress Bill Pay	1,233.31
2022	4025	11/30/2022	Util Pay	59160	Xpress Bill Pay	2.38
2022	4026	11/30/2022	Util Pay	59161	Xpress Bill Pay	189.00
Outstanding Credits:						-4,935.48
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	20.68
2018	8618	12/05/2018	Payroll	34449	Heredia, Angelina	27.70
2019	2627	06/05/2019	Claims	35066	Stiffler, Christopher	168.00
2019	3568	08/07/2019	Claims	35245	Long, Mark	179.21
2020	1811	05/06/2020	Claims	36098	Lisa Doslu, Trustee, James B Roberson Trust	10.38
2021	218	01/20/2021	Claims	36799	Hood, Thomas	4.71
2021	228	01/20/2021	Claims	36809	Schwab, Jennifer	49.1

# BANK RECONCILIATION

City Of White Salmon

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11/01/2022 To: 11/30/2022

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2021	232	01/20/2021	Claims	36813	Zallen, Garret	0.05
2021	1733	05/19/2021	Claims	37101	Kyte, Nora B.	3.34
2021	3458	10/06/2021	Claims	37455	Ernie's Locks & Keys LLC	325.00
2021	4396	12/20/2021	Payroll	37678	Stiffler, Christopher	27.70
2022	3551	10/19/2022	Claims	38550	Munsen Paving LLC	1,862.66
2022	3738	11/02/2022	Claims	38583	Gaudette and Elizabeth Copeland, Matt	150.00
2022	3755	11/02/2022	Claims	38600	Reynier, Ron Atty At Law	1,400.00
2022	3881	11/16/2022	Claims	38635	Same Day Stage	69.00
2022	3882	11/16/2022	Claims	38636	Schuknecht's Polygraph Service	200.00
2022	3886	11/16/2022	Claims	38640	Verizon Wireless	1,014.18
2022	3993	11/28/2022	Claims	38647	CenturyLink	1,352.40
2022	3994	11/28/2022	Claims	38648	Gorge Networks Inc	772.10
						<hr/>
						Outstanding Debits: 7,810.54
						<hr/>
						<b>Reconciled Book Balance: 1,482,996.19</b>



# BANK RECONCILIATION

City Of White Salmon

Time: 13:07:23 Date: 12/02/2022

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## 2 State Pool

Date	Balance Forward	4,614,907.28
11/30/2022		<u>14,249.02</u>
	Total Credits:	14,249.02

Year	Trans#	Date	Type	Chk#	Vendor
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Total Debits:	<u>0.00</u>
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Reconciled Bank Balance:	4,629,156.30
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Outstanding Credits:	<u>                    </u>
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Outstanding Debits:	<u>                    </u>
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<b>Reconciled Book Balance:</b>	<b><u>4,629,156.30</u></b>
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# BANK RECONCILIATION

City Of White Salmon

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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
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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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<b>Reconciled Book Balance:</b>	<b>25.00</b>
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# BANK RECONCILIATION

City Of White Salmon

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## 4 Cash Drawer 1

Date	Balance Forward	150.00
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Total Credits:	0.00
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Year	Trans#	Date	Type	Chk#	Vendor
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Total Debits:	0.00
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Reconciled Bank Balance:	150.00
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Outstanding Credits:	
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Outstanding Debits:	
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<b>Reconciled Book Balance:</b>	<b>150.00</b>
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# BANK RECONCILIATION

City Of White Salmon

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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

Outstanding Credits: \_\_\_\_\_

Outstanding Debits: \_\_\_\_\_

**Reconciled Book Balance: 150.00**

**City of White Salmon  
Budget Summary Report  
As of November 30, 2022**

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 92%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 92%
001 Current Expense								
Finance					583,560.00	496,612.07	86,947.93	85.10%
Central Services (HR)					81,969.00	82,913.70	-944.70	101.15%
General Government					101,961.00	84,534.35	17,426.65	82.91%
Building					148,908.00	133,764.36	15,143.64	89.83%
Community Services					903,360.00	123,214.48	780,145.52	13.64%
Planning					344,625.00	236,594.60	108,030.40	68.65%
Park					272,621.00	254,726.02	17,894.98	93.44%
Police					1,248,256.00	1,069,400.17	178,855.83	85.67%
Fire					155,689.00	68,129.49	87,559.51	43.76%
<b>001 Current Expense</b>	<b>2,867,937.00</b>	<b>2,712,928.23</b>	<b>155,008.77</b>	<b>94.60%</b>	<b>3,840,949.00</b>	<b>2,551,089.24</b>	<b>1,291,059.76</b>	<b>66.42%</b>
<b>101 Street Fund</b>	<b>485,149.00</b>	<b>453,289.36</b>	<b>31,859.64</b>	<b>93.43%</b>	<b>602,178.00</b>	<b>481,659.97</b>	<b>120,518.03</b>	<b>79.99%</b>
<b>108 Municipal Capital Imp. Fund</b>	<b>58,416.00</b>	<b>78,438.12</b>	<b>-20,022.12</b>	<b>134.28%</b>	<b>50,000.00</b>	<b>40,236.72</b>	<b>9,763.28</b>	<b>80.47%</b>
<b>110 Fire Reserve Fund</b>	<b>3,241.00</b>	<b>4,274.66</b>	<b>-1,033.66</b>	<b>131.89%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>112 General Fund Reserve</b>	<b>3,499.00</b>	<b>4,572.13</b>	<b>-1,073.13</b>	<b>130.67%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>121 Police Vehicle Reserve Fund</b>	<b>60,800.00</b>	<b>56,041.07</b>	<b>4,758.93</b>	<b>92.17%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>303 Hotel/Motel Tax</b>	<b>75,823.00</b>	<b>74,972.25</b>	<b>850.75</b>	<b>98.88%</b>	<b>40,000.00</b>	<b>15,388.00</b>	<b>24,612.00</b>	<b>38.47%</b>
<b>307 New Pool Construction Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>401 Water Fund</b>	<b>2,624,633.00</b>	<b>2,314,638.80</b>	<b>309,994.20</b>	<b>88.19%</b>	<b>2,459,539.00</b>	<b>2,136,599.59</b>	<b>322,939.41</b>	<b>86.87%</b>
<b>402 Wastewater Collection Fund</b>	<b>1,014,458.00</b>	<b>969,861.77</b>	<b>44,596.23</b>	<b>95.60%</b>	<b>1,074,082.00</b>	<b>910,455.91</b>	<b>163,626.09</b>	<b>84.77%</b>
<b>408 Water Reserve Fund</b>	<b>362.00</b>	<b>679.35</b>	<b>-317.35</b>	<b>0.00%</b>	<b>228,397.00</b>	<b>72,792.19</b>	<b>155,604.81</b>	<b>31.87%</b>
<b>409 Wastewater Reserve Fund</b>	<b>104,191.00</b>	<b>97,415.66</b>	<b>6,775.34</b>	<b>93.50%</b>	<b>201,819.00</b>	<b>201,818.35</b>	<b>0.65</b>	<b>100.00%</b>
<b>412 Water Rights Acquisition Fund</b>	<b>163,894.00</b>	<b>154,690.20</b>	<b>9,203.80</b>	<b>94.38%</b>	<b>123,985.00</b>	<b>61,992.12</b>	<b>61,992.88</b>	<b>50.00%</b>

City of White Salmon  
 Budget Summary Report  
 As of November 30, 2022

	Budget Revenue	Year-To-Date Revenue	Remaining	% of Total Budget 92%	Budget Expenditures	Year-To Date Expenditures	Remaining	% of Total Budget 92%
413 Water Bond Redemption Fund	112,181.00	103,085.65	9,095.35	91.89%	111,518.00	103,596.00	7,922.00	92.90%
414 Wastewater Bond Redemption Fund	0.00	35.35	-35.35	0.00%	0.00	0.00	0.00	0.00%
415 Water Bond Reserve Fund	20,266.00	18,951.88	1,314.12	93.52%	0.00	0.00	0.00	0.00%
416 Wastewater Bond Reserve Fund	761.00	990.93	-229.93	130.21%	0.00	0.00	0.00	0.00%
417 Treatment Plant Reserve Fund	15,303.00	16,408.15	-1,105.15	107.22%	255,977.00	255,976.74	0.26	100.00%
418 Water Short Lived Asset Reserve Fund	200,096.00	184,964.22	15,131.78	92.44%	120,000.00	82,073.93	37,926.07	68.39%
420 USDA Rural Develop. Jewett Water	150,500.00	137,916.69	12,583.31	91.64%	0.00	0.00	0.00	0.00%
601 Remittances	5,191.00	4,377.44	813.56	84.33%	5,191.00	4,186.13	1,004.87	80.64%
<b>Total</b>	<b>7,966,701.00</b>	<b>7,388,531.91</b>	<b>578,169.09</b>	<b>92.74%</b>	<b>9,113,635.00</b>	<b>6,917,864.89</b>	<b>2,196,970.11</b>	<b>75.91%</b>

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

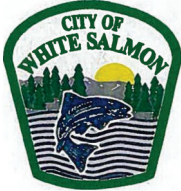
**File Attachments for Item:**

A. Ordinance 2022-12-1119 Creation of a Transportation Benefit District (TBD)

1. Presentation

2. Public Hearing

3. Discussion and Action



Department Head: \_\_\_\_\_  
 Clerk/Treasurer: OP  
 City Administrator: T.R.  
 Mayor: JK

**CITY COUNCIL REPORT**

**Business Item**

**Consent Agenda**

Needs Legal Review: Yes, completed  
 Meeting Date: December 21, 2022  
 Agenda Item: Ordinance 2022-12-1119 Creation of a Transportation Benefit District  
 Presented By: Stephanie Porter, Clerk Treasurer

**Action Required**

Adoption of Ordinance 2022-12-1119, Creating a Transportation Benefit District.

**Motion for Business Item / Proposed Motion for Consent Agenda**

Motion to adopt Ordinance 2022-12-1119, Creation of a Transportation Benefit District.

**Explanation of Issue**

Information regarding Transportation Benefit Districts was presented to the city council at the November 16 and December 7 council meetings.

After a review of the RCWs associated with Transportation Benefit Districts and consulting with Municipal Research and Services Center the following timeline has been established for creating the Transportation Benefit District, assuming the powers of the District and establishing a 0.1% sales tax and/or a \$20 vehicle license fee. Due to legal requirements (public hearings and noticing requirements) it is not possible to meet the deadline of January 16, 2023 in order for the additional sales tax to become effective on April 1, 2023.

December 21, 2022	Adoption of Ordinance Creating Transportation Benefit District
January 18, 2023	Adoption of Ordinance Assuming Powers of District
February 1, 2023	Adoption of Ordinances Establishing Vehicle License Fee and 0.1% Sales Tax

The additional sales tax, if adopted in February, would become effective July 1, 2023 with initial revenue received September 30, 2023.

The vehicle license fee, if adopted in February, would become effective August 13, 2023 (6 months after the ordinance becomes effective) with initial revenue received November 30, 2023.

**Council Options**

City Council has the following options available at this time:

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



**Fiscal Analysis**

*At this time there will be no fiscal impact as the Creation of the Transportation Benefit District does not establish any revenues or expenditures.*

**If approved in February**, the estimated revenue for the 0.1% sales tax (based on 2021 revenues generating sales taxes) is \$6,066 per month or \$72,792 per year.

**If approved in February**, the estimated revenue for the \$20 vehicle license fee is \$3,851 per month or \$46,212 pe year. (This is using the formula of 1.88 vehicles per housing unit with 1,229 housing units).

The estimated revenue that may be available by June 1, 2024 based on the dates the revenue would become effective is:

Sales tax revenue	\$60,660
Vehicle license fees	\$30,808
Total revenue	\$91,468
Total 10 year revenue (not accounting for inflation)	\$914,680

**Recommendation of Staff/Committee**

Staff recommends approving Ordinance 2022–12–1119 to create a Transportation Benefit District.

**Follow Up Action**

Staff will ensure that the appropriate public notices are published in a timely manner in order for the city to meet the above referenced adoption dates.

State law requires that revenues and expenditures for a Transportation Benefit District are accounted for in a separate fund. The city’s financial software system already contains a fund titled 302 – Street Construction Fund. An ordinance providing for amending WSMC 3.24 Funds will be needed providing direction on the revenue sources and how the funds may be spent. This ordinance should be provided when the ordinances establishing the revenue sources are provided and adopted at the same meeting – February 1, 2023.

**CITY OF WHITE SALMON  
ORDINANCE NO. 2022-12-1119**

**AN ORDINANCE OF THE CITY OF WHITE SALMON, WA, ADOPTING WHITE SALMON MUNICIPAL CODE CHAPTER 3.60 WHITE SALMON TRANSPORTATION BENEFIT DISTRICT, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDIARES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE CONSTRUCITON, RECONSTRUCTION, MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS AND FUTURE TRANSPORTATION IMPROVEMENTS, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of White Salmon has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, protection, and operation of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the City has limited transportation funding to pay for necessary transportation preservation and maintenance; and

WHEREAS, while dedicated revenues have decreased, the ongoing annual costs to preserve and maintain the City's transportation infrastructure continue to rise leaving the city unable to continue to adequately preserve and maintain the City's transportation infrastructure; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the District that are consistent with existing state, regional, and local transportation plans; and

WHEREAS, RCW 35.21.225 authorizes the City Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a Transportation Benefit District which includes the entire City of White Salmon as the boundaries currently exist or as they may exist following future annexations; and

WHEREAS, prior to establishing a Transportation Benefit District, the City Council conducted the required public hearing on December 21, 2022, which was noticed in accordance with RCW 36.73.050. All persons desiring to comment were given a full and complete opportunity to be heard; and

WHEREAS, the City Council of the City of White Salmon finds it to be in the best interests of the City to establish a Citywide Transportation Benefit district for the preservation and maintenance of the City’s transportation infrastructure consistent with Chapter 36.73 RCW, to protect the City’s long-term investments in that infrastructure, to reduce the risk of transportation facility failure to improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the City Council of the City of White Salmon shall be the governing body for the Transportation Benefit District acting in annex officio and independent capacity;

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

Section 1. Purpose. The purpose of this Ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.225 and RCW 36.73. The City Council finds it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation improvements that preserve, maintain, and as appropriate, construction or reconstruct the transportation infrastructure of the City of White Salmon, consistent with Chapter 36.73 RCW.

Section 2. Adoption of Chapter. White Salmon Municipal Code (WSMC) 3.60 White Salmon Transportation Benefit District, is hereby adopted to read as follows:

### **Chapter 3.60**

#### **WHITE SALMON TRANSPORTATION BENEFIT DISTRICT**

Sections:

- 3.60.010 Establishing Transportation Benefit District
- 3.60.020 Governing Board
- 3.60.030 Functions of the District
- 3.60.040 Transportation Improvements Funded
- 3.60.050 Dissolution of District

**3.60.010 Establishing Transportation Benefit District.** There is created a transportation benefit district to be known as the White Salmon Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

**3.60.020 Governing Board.**

- A. The governing board or “Board” of the transportation benefit district shall be the White Salmon City Council acting an ex officio and independent capacity, which

shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.

- B. The treasurer of the transportation benefit district shall be the City Clerk Treasurer.
- C. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). At a minimum, if a transportation improvement exceeds its original cost by more than twenty percent, as identified in the original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.
- D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**3.60.030 Functions of the District.**

- A. The District Board may authorize a vehicle tax fee of up to \$20 per vehicle as provided for by RCW 82.80.140. Any expansion of the authorized purposes of the District shall be undertaken only after notice, hearing, and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).
- B. When authorized by the voters or otherwise permitted by City Council action pursuant to the requirements of Chapter 36.73, other taxes, fees, charges, and tolls, or increases in these revenue services may be assessed for the preservation, maintenance, and operations of City streets. Additional transportation improvements may be added to the functions of the district upon compliance with the requirements of said chapter.
- C. The Board shall have and exercise all powers provided by Chapter 36.73 to fulfill the functions of the District.

**3.60.040 Transportation Improvements Funded.** The funds generated by the transportation benefit district shall be used for transportation improvements that construct, reconstruct, preserve, maintain, and operate the existing transportation infrastructure of the City, consistent with the requirements of Chapter 36.73 RCW and as contained in the city's transportation plan. The funds may be utilized for any lawful purpose under the Chapter, but all funds raised through the TBD shall be expended only for such preservation, maintenance and operation, construction and reconstruction in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the District shall construct, reconstruct preserve,

maintain and operate the City's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the optimal performance of the transportation system. Additional transportation improvements projects may be funded only after compliance with the provisions of RCW 36.73.050(b) following notice, public hearing, and enactment of an authorizing ordinance.

**3.60.050 Dissolution of District.** The transportation benefit district shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied. Street construction, reconstruction, preservation, maintenance and operation are ongoing, long-term obligations of the City.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

PASSED in regular session this 21<sup>st</sup> day of December, 2022.

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Marla Keethler, Mayor

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Stephanie Porter, Clerk/Treasurer

Approved as to form:

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Kenneth B. Woodrich, City Attorney

**File Attachments for Item:**

B. Ordinance 2022-12-1120 Amending the 2022 Budget for Fiscal Year Ending December 31, 2022 (Additional Documents will be available December 20, 2022)

1. Presentation and Discussion
2. Action



Department Head: SP  
Clerk/Treasurer: SP  
City Administrator: J.P.  
Mayor: M.K.

## CITY COUNCIL REPORT

**Business Item**

**Consent Agenda**

Needs Legal Review:  
Meeting Date:  
Agenda Item:  
Presented By:

Yes  
December 21, 2022  
Ordinance 2022-1120 Amending the 2022 Budget  
Stephanie Porter, Clerk Treasurer

**Action Required:**

Adoption of Ordinance 2022-12-1120, Amending the 2022 Budget

**Motion for Business Item / Proposed Motion for Consent Agenda:**

Motion to adopt Ordinance 2022-12-1120, Amending the Budget for the City of White Salmon, Washington for the Fiscal Year Ending December 31, 2022.

**Explanation of Issue:**

The full Ordinance and Budget Amendments will be provided no later than Tuesday, December 20, 2022.

**Recommendation of Staff/Committee:**

Personnel and Finance Committee will review the Budget Amendment on Tuesday, December 20, 2022. Recommendations will be communicated after that time.

**File Attachments for Item:**

C. Appointment of City of White Salmon Hearing Examiner per WSMC 2.21

1. Presentation and Discussion

2. Action





Department Head: [Signature]  
 Clerk/Treasurer: [Signature]  
 City Administrator: [Signature]  
 Mayor: [Signature]

## CITY COUNCIL REPORT

**Business Item**

**Consent Agenda**

Needs Legal Review:  
 Meeting Date:  
 Agenda Item:  
 Presented By:

Yes, completed  
 December 21, 2022  
 Appointment of City of White Salmon Hearing Examiner  
 Stephanie Porter, Clerk Treasurer

**Action Required:**

Approve the Mayor Appointment of "The City of White Salmon Hearing Examiner" per WSMC 2.21as Joe Turner, PC and authorize the Mayor to sign a 3-year contract with Joe Turner, PC.

**Motion for Business Item / Proposed Motion for Consent Agenda:**

Motion to approve the Mayor appointment of The City of White Salmon Hearing Examiner as Joe Turner, PC.  
 Motion to authorize the mayor to sign a 3-year contract for Hearing Examiner Services with Joe Turner, PC.

**Explanation of Issue:**

Joe Turner, PC was the City of White Salmon Hearing Examiner. The current contract expired on December 31, 2020.

The current hourly rate will be \$230 through the end of the 3-year contract. For reference, the contract signed in 2015 with Joe Turner approved an hourly rate of \$215.

Per WSMC 2.21, the mayor is authorized to appoint, with council approval, a "City of White Salmon Hearing Examiner". The position is established to provide an efficient and effective administrative adjudicatory system for acting upon quasi-judicial matters and reviewing contested administrative determinations.

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

When performing its role as the city's adjudicative or appellate authority, the hearing examiner shall have the same powers and duties as are granted to the adjudicative or appellate authority the hearing examiner is empowered to replace.

The hearing examiner shall adopt rules concerning procedures for scheduling and conduct of hearings and as otherwise related to the duties of the office, not inconsistent with the terms of this chapter.

The council shall have the option to use the Hearings Examiner for appeals allowed by code in lieu of hearing appeals themselves.

**Council Options:**

City Council has the following options available at this time:

1. Accept the Staff Recommendation.



Department Head:	_____
Clerk/Treasurer:	_____
City Administrator:	_____
Mayor:	_____

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

**Fiscal Analysis:**

The adopted 2023 budget accounts for \$43,463 to cover contract services including Legal Services and Granicus Software. As of mid-December, Granicus offered a one-time credit due to late implementation of paid services that would provide for a savings of \$2,568 that could be used for Hearing Examiner Fees.

It is the consensus of city administration that the permitting fees need to be evaluated in 2023 and raised to an appropriate rate to adequately cover all expenses that the city incurs.

**Recommendation of Staff/Committee:**

Staff recommends the Council approve the appointment of Joe Turner, PC as "The City of White Salmon Hearing Examiner" and authorize the Mayor to sign a 3-year personal services contract with Joe Turner, PC.

**Follow Up Action:**

The Hearing Examiner contract will need to be renewed as of January 1, 2026.

## Professional Services Agreement

### Hearing Examiner Services

THIS AGREEMENT is entered into between the City of White Salmon, a municipal corporation, hereinafter referred to as the "City", and Joe Turner P.C. , Municipal Hearings Official, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, conditions hereinafter specified.

**1) Project Designation:** The Consultant is retained by the City to perform Hearing Examiner services for the City.

**2) Scope of Services:** The Consultant agrees to perform Hearing Examiner services in connection with White Salmon Municipal Code Ch. 2.21 and pursuant to RCW 58.17.330 and RCW 35A.63.170, including the provision of all labor, materials, equipment, supplies and expenses.

**3) Time of Performance:** The Consultant shall provide all services and work product required pursuant to this agreement through December 31, 2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 13 of this agreement.

**4) Payment:** The City shall pay the Consultant for completed work and for services rendered under this agreement as follows:

The City shall pay the Consultant direct compensation at the rate of \$230.00 per hour for the time he spends in review, investigation, travel, sitting as the Hearing Examiner and the rendering of decision.

All work performed shall be inclusive of labor, materials, equipment, supplies and expenses.

The City shall compensate the Consultant for certain expenses consisting of mileage at the current IRS mileage reimbursement rate in effect at the time the mileage is incurred, copies at \$0.10 per copy and postage pursuant to standard postage rates.

The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Payment shall follow the second Council meeting (fourth Tuesday) of each month following receipt of the Consultant's invoice.

The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three [3] years after final payment. Copies shall be made available upon request.

**5) Ownership and Use of Documents:** Except for the record of any final decision filed with the City, all documents, electronic copies and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the Consultant's adjudicative work product and shall not be considered public records unless held to be so by a court of competent jurisdiction. In the event a

court so rules after notice to the Consultant pursuant to RCW 42.56.520, the Consultant agrees to cooperate with the City to deliver materials to the Court for *in camera* inspection and/or production to the requestor.

**6) Compliance with Laws:** The Consultant shall in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this Agreement.

**7) Indemnification/Hold Harmless:** The Consultant shall defend, indemnify and hold the City, its officers, officials, employers and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

**8) The Consultant's Liability Insurance:**

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

The Consultant shall maintain Professional liability insurance appropriate to the Consultant's profession in the amount of no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Consultant shall furnish the City with original certificates evidencing the Professional Liability of the Consultant before commencement of the work.

**9) Independent Consultant:**

The Consultant and the City agree that the Consultant is an independent consultant with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

**10) Discrimination Prohibited:** The Consultant in his performance of this Agreement will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of

any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

**11) Assignment:** The Consultant shall not sublet or assign any of the services covered by this Agreement to anyone other than its employee, Joe Turner, without the express written consent of the City.

**12) Non-Waiver:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

**13) City's Right to Terminate Agreement:** The City shall have the right at its discretion and determination to terminate the Agreement following thirty [30] calendar days' written notice.

**14) Notices:** Notices to the City shall be sent to the following address:

Jeff Broderick  
City of White Salmon  
100 N. Main Street  
PO Box 2139 White Salmon, Washington 98672  
Phone [509] 493-1133  
Email: [planner@ci.white-salmon.wa.us](mailto:planner@ci.white-salmon.wa.us)

Notices to Contractor shall be sent to the following address:

Joe Turner, Esq., AICP  
30439 SE Jackson Road  
Suite 200  
Gresham, Oregon 97080  
Phone: [503] 663-7092  
Fax: [503] 663-7289  
Email: [jtpc@frontier.com](mailto:jtpc@frontier.com)

**15) Dispute Clause and Venue:** This Agreement shall be governed by and construed under the laws of the State Washington, and any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in Skamania County. In the event of a dispute concerning a term or obligation under this agreement, the prevailing party shall be entitled to its attorney fees and costs at trial and on appeal.

**16) Entire Agreement:**

This Agreement represents the entire Agreement between the parties and supersedes all previous Agreements or understandings between them. This Agreement may be modified only in writing, provided both parties have signed the amended document.

In the event any provision of this Agreement is deemed invalid or contains an irresolvable ambiguity, the remaining provisions shall nevertheless continue to be valid and enforceable.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

Joe Turner, P.C.

CITY OF WHITE SALMON, a Washington  
Municipal Corporation

By: \_\_\_\_\_  
Joe Turner, its \_\_\_\_\_

By: \_\_\_\_\_  
Marla Keethler, its Mayor

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

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

ATTEST:

\_\_\_\_\_  
Clerk Treasurer of White Salmon

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of White Salmon

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

**File Attachments for Item:**

D. Decision on How to Hear Planning Commission Appeal - Kingsford-Smith

1. Presentation and Discussion

2. Action



Department Head: JS  
 Clerk/Treasurer: [Signature]  
 City Administrator: [Signature]  
 Mayor: [Signature]

## CITY COUNCIL REPORT

**Business Item**

**Consent Agenda**

Needs Legal Review:

No

Meeting Date:

December 21, 2022

Agenda Item:

Decision to Use a Hearing Examiner for Variance Appeal-  
File VAR-2022-001-Kingsford-Smith

Presented By:

Jeff Broderick, Planner

### Action Required:

The planning staff needs the City Council to decide if they will hear and decide the Variance Appeal File VAR-2022-001 or if the City Council would like staff to engage the City's contracted hearing examiner.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Depending on decision one of the following motions will needed:

Motion to approve the use of the City of White Salmon Hearing Examiner to hear and decide Variance Appeal File VAR-2022-001.

Motion to approve the White Salmon City Council to hear and decide Variance Appeal File VAR-2022-001.

### Explanation of Issue:

#### Variance Appeal-File VAR-2022-001-Kingsford-Smith

The City has received an appeal from an applicant whose variance application was not approved by the Planning Commission on October 26, 2022. Variances are a Type II decision with appeals being heard as a closed record by the City Council or by a hearing examiner.

Per WSMC 2.21.030 (see below), the City Council has the discretion to engage a hearing examiner to review the case and make a decision in lieu of hearing the case.

#### 2.21.030 - Optional use of hearing examiner.

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

(Ord. No. 2019-06-1044, § 1, 6-19-2019)

The planning staff needs the City Council to decide if they will hear and decide the case themselves, likely in early 2023 or if the City Council would like staff to engage the City's contracted hearing examiner.





Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

**Council Options:**

City Council has the following options available at this time:

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

**Fiscal Analysis:**

The city does not currently have funds dedicated to a hearing examiner in the 2023 budget. However, due to a one-time credit from the Granicus Software Annual Fee for 2023 there are available funds in the Planning Contract Services. The proposed hearing examiner has quoted a contracted hourly rate of \$230 per hour.

**File Attachments for Item:**

A. Department Heads



## City of White Salmon Office of Public Works

### Weekly report

**Week of:** 12/5--- 12/16/2022

**Division:** Public Works

#### Administration

- Met with Andy Lade with sewer concerns on spring street.
- Missed the RTC meeting busy with plowing and sander issues.
- Staff meeting.
- DTR meeting going over new guidelines.
- PW meeting with Mayor and Troy.
- 

#### Operations

##### Next Week Planned Activities

- Bell Tower repairs manlift will be onsite Monday 12/19.
- Police car repairs.

##### Last Week Activities

- Had to retest water sample per Health dept. Came back good.
- Snowplowing, sanding roads
- Multiple dead deer around town hopefully nobody is poisoning them?
- Door hangers for water payments
- Trees removed at sand plant
- Read water meters
- Cleared the sidewalk from Elementary school to spring street of tree limbs and bushes for school so they can keep it cleared for kids to walk to school.
- Servicing all plow trucks and equipment.

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## New Services

None

## Water Leaks

- 744 main water leak on customer side.
- Community youth center had water leak under foundation Ross and Jason fixed the problem but may need some major repairs referred to Bill Hunsaker to do an evaluation of the building.

## Issues/Needs

- Mapping GIS.
- Valve maintenance program.
- Fire hydrant maintenance program.
- Water main flushing program.
- Manhole and sewer main maintenance program.
- Pre-Treatment Program for sewer collection.
- PRV & Air relief maintenance program.
- Storm drain mapping and maintenance program.
- Asphalt and sidewalk maintenance program.
- Jewett Blvd Manhole repair or replacement.
- Los Altos tank cleaning and painting.
- Reservoirs cleaned and inspected.
- Bucket Truck

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Department Head: JB  
Clerk/Treasurer: OP  
City Administrator: T.R.  
Mayor: \_\_\_\_\_

## DEPARTMENT UPDATE

Department: Planning Department  
Meeting Date: December 14, 2022  
Presented By: Jeff Broderick, Planner

### Short-term Rentals

Erika Castro-Guzman and Jan Brending have been working with Granicus (Host Compliance) setting up the enforcement side of the software which is now complete. We continue working with Granicus (Host Compliance) to complete the mobile application component of the software which will allow property owners to submit a short-term rental permit application online. We expect this to be completed in March 2023 (after 2022 Renewals).

The City of White Salmon can issue 123 residential short-term rental permits based on the city's code. It has currently issued 52 permits, however two of those permits have been rescinded because the two properties have been sold (1 was a Legacy Permit and the second is was a Vacation Home Rental).

The 50 remaining permit types are as follows:

- 40 Legacy Permits
- 6 Vacation Home Rental Permits (renting out the entire primary dwelling unit for maximum of 150 nights per year)
- 4 Hosted Homeshare Permits (renting out a portion of the primary dwelling or renting out an accessory dwelling unit for maximum of 365 nights per year)

The City currently has three short-term rental applications pending. Several additional permits will be considered once the property owners have completed the conditional use permit process (these applications are within commercial zones or involve an accessory dwelling unit).

Granicus (Host Compliance) has assisted in flagging listings as possibly non-compliant. Staff has sent letters out eleven possible non-compliant listings; of which six of the letters have been confirmed received and intend to meet with one. City staff needs to review an additional two properties to determine what type of letters should be sent to the property owners.

### Planning Updates

The Planning and Public Works Departments plan to meet the week of December 19 to assess where future streets may be located as a portion of input for the transportation system plan.

A conditional use permit for a commercial building on Jewett was approved at last week's Planning Commission meeting.



Department Head:	_____
Clerk/Treasurer:	_____
City Administrator:	_____
Mayor:	_____

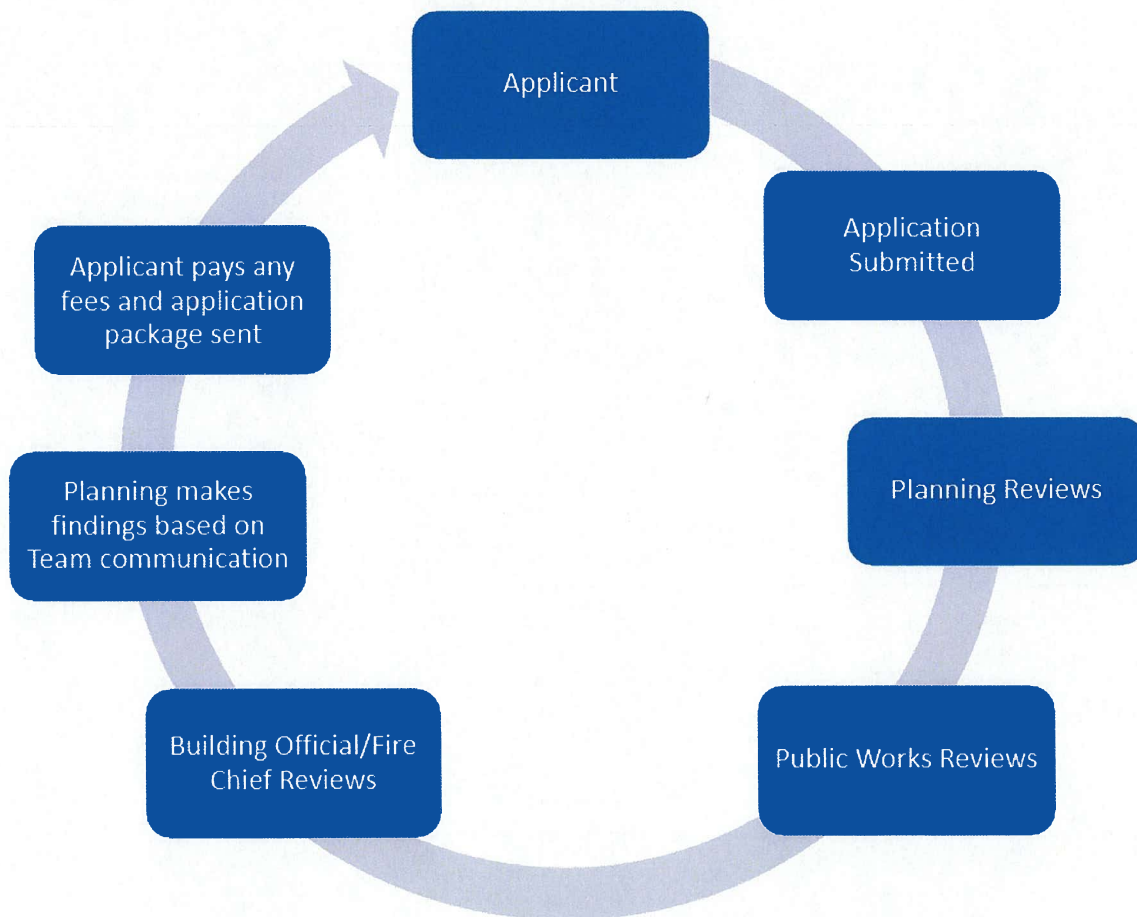
City staff have met with two residents who own commercial properties in the commercial zone. Both properties are out of compliance regarding recently constructed residential units. Each property owner has multiple outstanding compliance issues.

Applications in progress:

- 1 Lot Line Adjustment
- 2 Short Plats
- 2 Conditional Use Permits (Residential)
- 1 Variance
- 1 Appeal

Last week the City Administrator, Planning, Building and Public Works department heads had a meeting to establish revised procedures for pre-application meetings with building and land use action applicants and establish processes for reviewing all types of land use applications. This will help streamline the review process, allow all departments to provide input and ultimately make the review process more consistent and accurate and help ensure City codes are followed. Below is an overview of the revised processes.

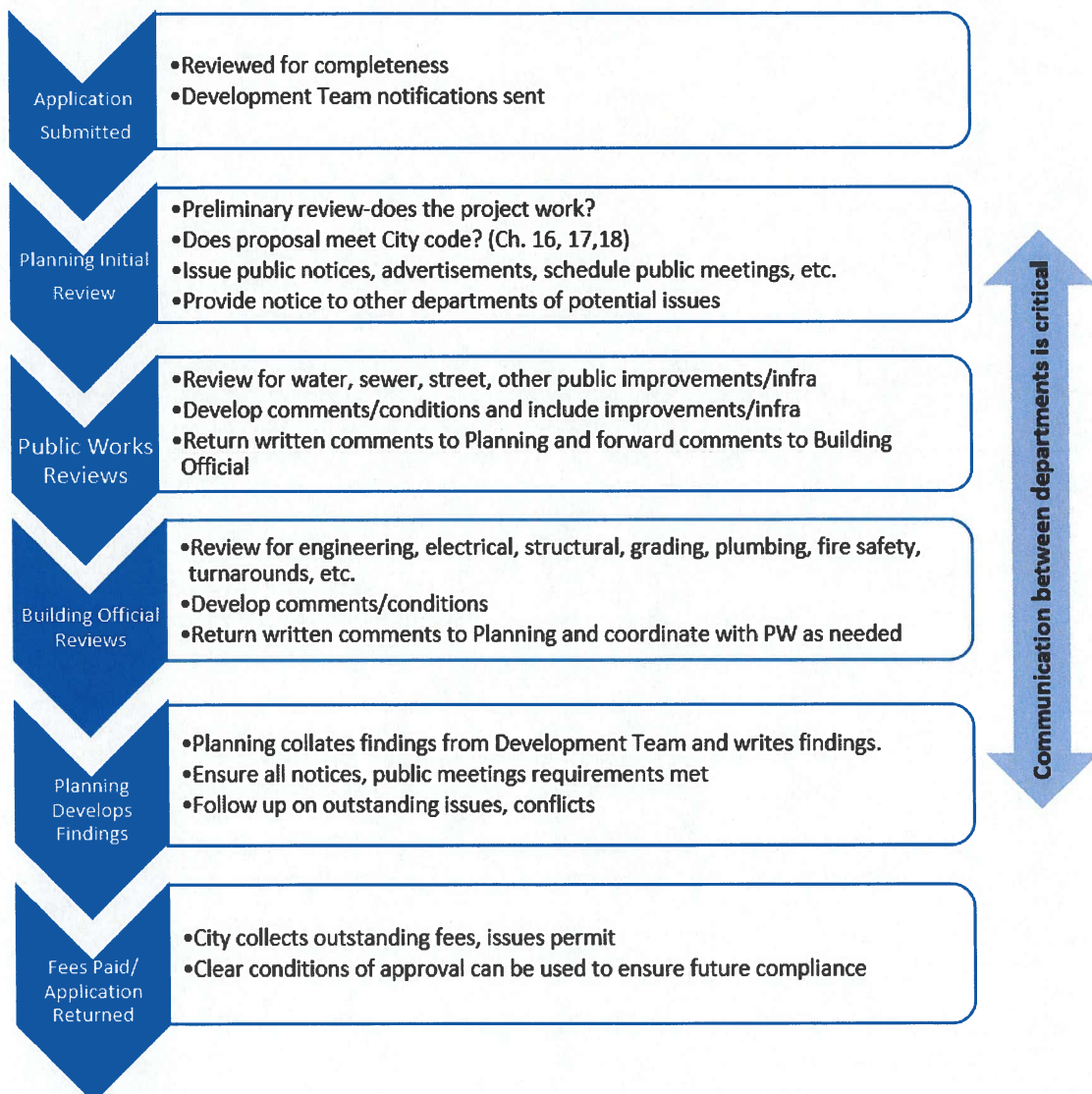
## Application Workflow





Department Head: \_\_\_\_\_  
Clerk/Treasurer: \_\_\_\_\_  
City Administrator: \_\_\_\_\_  
Mayor: \_\_\_\_\_

# Internal Application Workflow





## **City of White Salmon Fire Department**

### **Report November 2022**

#### **Responses:**

We were called to 17 calls in November- 8 in the city of White Salmon and 9 mutual aid to other agencies.

#### **Drills:**

We drill every Tuesday 6:30 pm to 8:30 pm. We are accepting applications for volunteers no experience necessary.

Several of the trucks had tires chains installed in anticipation of snow. We are prepared for inclement weather.

Respectfully submitted  
Bill Hunsaker  
Chief