



White Salmon City Council Meeting
A G E N D A
November 06, 2019 – 6:00 PM
220 NE Church, White Salmon WA 98672

Call to Order and Presentation of the Flag

Roll Call

Comments

Changes to the Agenda

Presentations

- 1 Washington Gorge Action Programs Youth Center
- 2 Big River Community Land Trust Presentation, Becky Williams and Anne Medenbach
 - a. Presentation and Discussion
 - b. Possible Action
- 3 2020 Preliminary Budget

Business Items

4. Ordinance 2019-11-1053, Adopting WSMC 5.02 Short-Term Rentals
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action
5. Resolution 2019-11-593, Establishing Fee for Short-Term Rental Registration per WSMC 5.02.020
 - a. Presentation and Discussion
 - b. Action
6. Request for Proposals, Arborist - Award of Contract
 - a. Presentation and Discussion
 - b. Action
7. Request for Bids, Tree Maintenance and Removal - Award of Contract
 - a. Presentation and Discussion
 - b. Action
8. Small Works Roster Bid, Concrete Work - Award of Contract
 - a. Presentation and Discussion
 - b. Action
9. Downtown Parking Ordinance
 - a. Presentation and Discussion
 - b. Action (Possible)
10. Center Place - Water and Sewer Utility Upgrades - Agreement

- a. Presentation and Discussion
- b. Action
- [11.](#) Draft Scope of Work - White Salmon Feasibility Study
 - a. Presentation and Discussion
 - b. Action

Consent Agenda

- [12.](#) Approval of Meeting Minutes - October 16, 2019
- 13. Approval of Vouchers

Department Head and Committee Reports

Executive Session (if needed)

Executive Session - The City Council will meet in Executive Session to discuss the performance of city employee(s) pursuant to RCW 42.30.110(1)(g).

Adjournment

Big River Community Land Trust Presentation to White Salmon City Council- November 6, 2019

Presentation given by Anne Medenbach and Becky Williams

Goals of this presentation are to:

1. Inform Council and City Government Officials of our progress and plans moving forward
 - a. See one-pager
2. Request that a density bonus for Big River CLT be written into the City's comp plan.
3. Request that future funding consideration be given to Big River CLT.
4. Receive a letter of support signed by Councilors and the Mayor to include in our application for 501c3 status in mid-November.
5. Questions?

Big River Community Land Trust

Problem: Affordability in the Gorge

The 2019 YTD median home price is \$465,000 in Hood River and \$445,000 in White Salmon. **As of 2018, 70% of Klickitat and 62% of Hood River County's working residents cannot afford a \$300,000 mortgage.**

Solution: Implement the Community Land Trust model (CLT) focusing on developing housing for sale to those making 80-120% of Area Median Income (AMI). Leverage CLT projects with complementary and synergistic ventures to attain broader community initiatives.

CLT Model:

- Proven and successful, over 250 in the U.S.
- Nonprofit, community driven 501c3
- Acquires land to hold in trust for the community
- Develops or makes the land available for development
- Leases the land to the end buyer, typically houses for sale for low to medium income earners
- Preserves affordability through a restricted resale formula and applicant criteria
- Perpetually responsible for the land
- Community control: members and board are comprised equally of CLT residents, community residents and public officials, nonprofits and funders.

Low and middle range housing is historically underbuilt partially due to limited public incentives, land availability and small returns. Those who do build it struggle to keep it affordable beyond the first ownership. CLT homeowners purchase a below market house and agree to limit the resale price through a set formula, passing on a lower home price to another family in the future. Additionally, the CLT has a lower return requirement than the typical private developer and can access limited foundation and public financing (grants and loans). The CLT can be viewed as a positive community asset and navigates political landscapes efficiently in order to get projects completed. Land may be gifted, sold, donated to the CLT to meet the mission. The CLT will partner with local employers with housing needs and local organizations with synergistic missions. In order to raise additional funds for acquisition and construction, local impact investing will be explored, thereby keeping local money in the Community.

The CLT will look for partnerships to create neighborhoods that reduce living expenses, are low impact, sustainable and of durable quality. Partnerships will also be sought to promote walkability, reduce energy costs and improve health.

Status: Incorporated in WA, registered in OR. Applying for non-profit status in November. Looking for first project to start in 2020.

Target Service Area: Klickitat and Hood River Counties

Target Market: 80-120% AMI

Revenue Streams: home sales and rents, developer fees, land leases, building leases, membership fees.

Status: Incorporated in WA, registered in OR. IRS application goal-November 2019. Project in 2020.

To whom it may concern,

We are the City Council of White Salmon, a small town in rural Washington State. We are writing in support of the 501(c)3 application of the Big River Community Land Trust.

White Salmon is a thriving community with a vibrant economy, including a large tourism base. However, the availability of housing for people who live and work in our area is severely lacking causing employment, health and economic disparity issues. A 2015 State Housing Analysis conducted by the Washington State Affordable Housing Board, found that nearly one third of White Salmon's households were unable to afford their current housing. The Median Home Price in White Salmon is currently \$445,000, which 80% of our population cannot afford. Our median family income is \$59,500, which per HUD guidelines can afford a \$225,000 home. The need for affordable housing is not only a future need, it's also a current need.

White Salmon's expansion area is constrained by the Columbia River, steep and unbuildable topography, and the Columbia River Gorge National Scenic Area. These physical constraints coupled with many second homes purchases have pushed home prices beyond attainability for most families.

This is a significant burden on local government, which, through an updated comprehensive plan effort and City Council focus, is trying hard to find a solution. The City Council is researching density bonuses, limits on short term rental housing and looking to partner with local housing organizations that can develop and keep housing affordable for our residents in the long term.

The City strongly supports the Big River Community Land Trust current goals and requests that their application for 501(c)3 status be approved.

Thank you for your consideration of our request.



AGENDA MEMO

Needs Legal Review: No
Meeting Date: November 6, 2019
Agenda Item: 2020 Budget Presentation
Presentation: Jan Breeding, Clerk Treasurer

Action Required

None at this time.

Proposed Motion Options

None at this time.

Explanation of Issue

The city council is required to adopt a budget for 2020 by December 31, 2019. This will be the initial presentation of the 2020 budget.

Budget documents including a line item budget, budget summary and budget narrative will be made available on the city's webpage on November 5, 2019.

Recommendation of Staff/Committee

None at this time.



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Ordinance 2019-11-1052, Adopting WSMC 5.02 Short-Term Rentals
Presentation: Jan Brending, Clerk Treasurer and Community Development Committee

Action Required

Adoption of Ordinance 2019-11-1052, Adopting WSMC 5.02 Short-Term Rentals with an effective date of January 1, 2020.

Proposed Motion Options

Motion to adopt Ordinance 2019-11-1052, Adopting WSMC 5.02 Short-Term Rentals with an effective date of January 1, 2020.

Explanation of Issue

The city has been working on an ordinance adopting White Salmon Municipal Code 5.02 related to short-term rentals. Public comment and public hearings have been allowed on the proposed ordinance. The ordinance presented takes into consideration the last round of comments the city has heard on the proposed ordinance.

1. The ordinance is a registration process not a regulatory process.
2. The ordinance provides for a fee of \$75.00 annually for registering a short-term rental as defined in the ordinance. The fee is adopted by Resolution (see agenda item #4).
3. Notice to neighbors is only required at the time of initial permit application or if information changes. The notice will not be required annually.
4. Inspections of short-term rentals shall be at the city's discretion when warranted.
5. If a short-term rental is revoked, short-term rental owners will be allowed to honor any registrations on the books at the time of the revocation. However, no new registrations will be allowed from the date of the revocation until the matters that resulted in the revocation are resolved, if possible.

The proposed ordinance is attached along with "Good Neighbor" information.

Recommendation of Staff/Committee

It is the recommendation of the Community Development Committee to adopt Ordinance 2019-11-1053, Amending WSMC 5.02 Short-Term Rentals at the November 6, 2019 city council meeting.

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

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

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

WHEREAS, for the life, health and safety of the potential occupants, property owners and neighbors, the City feels it is necessary to regulate the use of these rentals; and

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

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

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

Chapter 5.02, Short-Term Rentals

5.02.005 - Findings, intent and purpose.

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

- C. This chapter provides an administrative framework for registering the annual operation of a short-term rental. A short-term rental permit is a limited permission to use property for short-term rental purposes. A permit may be modified or revoked if the standards of this chapter are not met.

5.02.010 - Definitions.

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

- A. "Contact Person." The owner or, if designated on the application for a permit, the management representative authorized to act for the owner.
- B. "Dwelling Unit." One or more rooms occupied, designed or intended for occupancy as separate living quarters, and containing four or more of the following:
 - 1. Refrigeration;
 - 2. Cooking facility (including cooking stove, hot plate, range hood, microwave, or similar appliance) or wiring or venting to support same;
 - 3. Dishwashing machine;
 - 4. Sink intended for meal preparation (not including a wet bar);
 - 5. Garbage disposal;
 - 6. Toilet;
 - 7. Shower or bathtub.
- C. "Local Area." All areas in the Washington counties of Clark, Klickitat and Skamania and the Oregon counties of Hood River, Wasco and Multnomah.
- D. "Lodging Unit." Bedrooms or sleeping facilities not meeting the criteria of a Dwelling Unit set forth in paragraph B, above.
- E. "Owner." The natural person or legal entity that owns and holds legal and/or equitable title to the property.
- F. "Remuneration." Compensation, money, rent or other bargained for consideration given in return for use, rent, or occupancy of a short-term rental.
- G. "Short-Term Rental." A dwelling unit or lodging unit for which an owner receives or seeks remuneration for use or occupancy for a period of less than thirty consecutive days per rental period.
- H. "Short-Term Rental Permit or Permit." The regulatory permit required by WSMC 5.02.15 and described in this chapter.

5.02.015 – Short-term rental permit required.

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

5.02.020 - Application and fee.

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

10. Such other information as the city administrator or designee deems reasonably necessary to administer this chapter.
- B. **Application Fee.** Applications under this section shall be accompanied by a nonrefundable fee payable to the city in an amount established and periodically adjusted by city council resolution.
- C. **Discretionary Fees.** At the discretion of the city administrator or designee, the application fee may include the actual costs for labor, overhead, and expenses for outside consultant reviews and/or special inspections.

5.02.025 - Term of annual permit.

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

5.02.030 - Permitting and renewal procedures.

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

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

- B. Permit Expiration. For renewals, upon expiration of a thirty-day late period commencing at the end of each calendar year, the ability to operate shall be conclusively presumed to be discontinued and the city will commence revocation of the permit pursuant to the procedures in WSMC 5.02.045.

5.02.035 - Criteria for approval and renewal of a permit.

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

5.02.040 - Operational requirements.

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

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

building, and safety codes and other relevant laws, whether identified on the short-term rental fire safety checklist or not.

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

5.02.045 - Revocation procedure.

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

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

5.02.050 - Violations—Penalties.

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

3. Failure to comply with the operational requirements of WSMC 5.02.040.

5.02.055 - Violations—Penalties.

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

5.02.060 - Discontinuance of short-term rental occupancy.

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

5.02.065 - Remedies not exclusive.

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

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

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

PASSED by the City Council of the City of White Salmon at a regular meeting this 6th day of November, 2019.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney



City of White Salmon

Short-Term Rental

Good Neighbor Guidelines

Hello new neighbors! However long you stay, White Salmon welcomes you as part of our community. We like our small town charm, and we think you will like it too. These Good Neighbor Guidelines are available to help keep our small town an amazing place to live, work and play.

1. 24-Hour Contact Information

If at any time you have concerns about your stay in regard to your neighbors, please call the contact number listed in the rental lease agreement or posted in the unit. In the event of an emergency, please call 911.

2. General Respect for Neighbors.

Be friendly, courteous, and treat your neighbors like you want to be treated. Respect your neighbors, their privacy, and their property.

3. Noise.

Be considerate of the neighborhood and your neighbor's right to quiet enjoyment of their home and property, especially after 10 p.m.

4. Maintenance of Property.

Be sure to pick up after yourself and keep the property clean, presentable and free of trash.

5. Parking.

Refer to the parking diagram posted in the unit and park *on-site* whenever possible. Do not park on lawns or in a manner which blocks driveways, sidewalks, alleys or mailboxes. *On-street* parking is a community resource, do not be surprised to see a neighbor parked in front of the home you are renting.

6. Traffic Safety.

Drive slowly through neighborhoods and watch for pedestrians and children playing. Our streets, sidewalks and trails offer safe, convenient, and interesting alternatives to your in-town destinations.

7. Fires.

Our wonderful summer weather lends itself to heightened fire hazards. Help us stay safe from wildfires by fully extinguishing cigarettes and abiding all seasonal and emergency bans on recreational fires.

8. Pets.

Promptly clean-up after your pets, Prevent excessive and prolonged barking, and keep pets from roaming the neighborhood. Control aggressive pets and be sure to abide by the local leash laws. Store pet food indoors and in a secure container to reduce the likelihood of unwanted pest problems.

9. Tenant/Guest Responsibility.

Approved guests and visitors are expected to follow the Good Neighbor Guidelines. Be sure to read your rental agreement for additional terms and restrictions which may include consequences for violating the Good Neighbor Guidelines.



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Resolution 2019-11-493, Establishing Fee for Short-Term Rental Registration per WSMC 5.02.020
Presentation: Jan Brending, Clerk Treasurer and Community Development Committee

Action Required

Adoption of Resolution 2019-11-493, Establishing Fee for Short-Term Rental Registration per WSMC 5.020.020.

Proposed Motion Options

Motion to adopt Resolution 2019-11-493, Establishing Fee for Short-Term Rental Registration per WSMC 5.02.020.

Explanation of Issue

The proposed resolution implements an annual fee of \$75.00 for registering short-term rentals per the ordinance previously adopted by the city council at the meeting on November 6, 2019.

Recommendation of Staff/Committee

It is the recommendation of the Community Development Committee to adopt Resolution 2019-11-493, Establishing Fee for Short-Term Rental Registration per WSMC 5.02.020.

RESOLUTION NO. 2019-11-493

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

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

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

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

SECTION 1.

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

ADOPTED by the City Council of the City of White Salmon, Washington, at a special open public meeting thereof this 6th day of November, 2019.

David R. Poucher, Mayor

Attest:

Jan Brending, Clerk-Treasurer

Approved as to Form:

Kenneth Woodrich, City Attorney



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Request for Proposals, Arborist – Award of Contract
Presentation: Jan Brending, Clerk Treasurer and Tree Board

Action Required

Authorization for Mayor to sign contract with Bartlett Tree Service for arborist oversight of tree maintenance and removal in the amount of \$1,569.60.

Proposed Motion Options

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

Explanation of Issue

The city hired an arborist to develop a tree inventory and management plan for the trees in city parks and along Jewett Blvd. The city has issued a Request for Proposals for an arborist to oversee the tree maintenance and removal recommended in the inventory/management plan. The tree maintenance and removal will be done by a separate contractor.

The city received one proposal for arborist oversight from Bartlett Tree Service.

Recommendation of Staff/Committee

The Tree Board recommends signing a contract with Bartlett Tree Service to provide arborist oversight of tree maintenance and removal in the amount of \$1,569.60.



Client: 0552157

Printed on: 10/31/2019

City of White Salmon
 Attn: Jan Brending
 PO Box 2139
 White Salmon, WA 98672
 E-Mail Address: janb@ci.white-salmon.wa.us

Bartlett Tree Experts
 Lyle Feilmeier - Representative
 11814 SE Jennifer Street
 Clackamas, OR 97015
 E-Mail Address: lfeilmeier@bartlett.com
 Mobile Phone: 503-519-9001
 Business: 503-722-7267

Property Address: City of White Salmon, White Salmon, WA 98672

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Tree and Shrub Work: Consultation

Consultation

Provide arboricultural consulting services for Oversight of Pruning and Removal located at City of White Salmon. Cost not to exceed \$155 per hour.

Arborist Notes:

- Scope of Work:

*An ISA Board Certified Master Arborist to make observations of completed contracted work as per below tree list of Tree Maintenance and removal contract completed by awarded vendor

*Provide a written report and table commenting on completed work

Tree ID	Species	Work	Notes
131	Maple	Removal	Jewett at Wauna
23	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
24	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
25	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
39	Hawthorn	Removal	Rheingarten Park (parking lot/sidewalk)
67	Maple	Removal	Rheingarten Park (sidewalk)
80	Cherry	Removal	Fireman's Park
114	Garry Oak	Removal	Fireman's Park (under power line)
113	Black Walnut	Removal	Fireman's Park (under power line)
	Willow	Removal	Fireman's Park (under power line)
74	Oak, Red	Pruning	Rheingarten Park SW (parking lot) volunteers - remove competition

- 50 Oak Pruning Rheingarten Park (playground)
- 47 Doug Fir Pruning Rheingarten Park
- 64 Maple Pruning Rheingarten Park
- 63 Maple Pruning Center of Rheingarten Park, Vine maple intersecting with 63, Volunteer locust and blackberry need pruning
- 60 Maple Pruning Rheingarten Park, crossed branches, rubbing
- 58 & 54 Cherry Pruning Rheingarten Park, Cluster in Center of Park
- 54 & 58 Atlas Cedar Pruning Rheingarten Park, Cluster in Center of Park
- 102 Cherry Pruning Jewett (Book Peddler) crossing branches
- 103 Cherry Pruning Jewett (Gorge Ink) crossing branches
- 104 Crab Apple Pruning Jewett, sidewalk clearance (8 feet)
- 107 Crab Apple Pruning Jewett, sidewalk clearance (8 feet)
- 108 Crab Apple Pruning Jewett, sidewalk clearance (8 feet)
- Doug Fir Removal Spoke Bike Park, Tohomish (leave stump of 10')
- Doug Fir Removal Spoke Bike Park, Tohomish (leave stump of 10')

Amount: \$1,440.00

Tax: \$129.60

Total Amount: \$1,440.00

Total Tax: \$129.60

Total: \$1,569.60

STANDARD OF PRACTICE

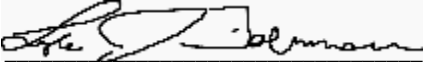
Bartlett Tree Experts is committed to serving you safely and professionally. The work described above will be carried out in accordance with ANSI, OR-OSHA and EPA performance and safety standards applicable to Arboricultural operations.

Committed to customer service and look forward to helping manage your commercial property in the 2019 growing season.

Lyle J. Feilmeier
Your Commercial Arborist Representative
ISA Board Certified Master Arborist MW-0173B
ISA Tree Risk Assessment Qualification

Cell: 503-519-9001

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

_____	_____
(Customer Signature)	(Date)
	10/31/2019
(Bartlett Representative - Lyle Feilmeier)	_____
	(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.
Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOL.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



City of White Salmon Office of City Hall

Request for Proposals Certified Arborist – Oversight of Tree Maintenance and Removal

The City of White Salmon is seeking proposals from certified arborists to provide oversight of a city contractor hired to conduct tree maintenance and removal per industry standards. The Scope of Work for the tree maintenance and removal is attached.

Proposals shall be submitted to the City of White Salmon no later than October 31, 2019, 5:00 p.m. Proposals may be mailed to City of White Salmon, Attention: Jan Brending, PO Box 2139, White Salmon, WA 98672 (with envelope marked "RFP – Certified Arborist), dropped off at City Hall, 100 N. Main, White Salmon WA 98672 (marked RFP – Certified Arborist) or emailed to janb@ci.white-salmon.wa.us (include "RFP – Certified Arborist) in subject line. Proposals must be received no later than 5:00 p.m. October 31, 2019.

Proposals will be reviewed by the City of White Salmon Tree Board and a recommendation made to the City of White Salmon City Council based on the most qualified proposal.

If you have any questions regarding the RFP, please contact Jan Brending by email janb@ci.white-salmon.wa.us.



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Request for Bids, Tree Maintenance and Removal – Award of Contract
Presentation: Jan Brending, Clerk Treasurer and Tree Board

Action Required

Authorization for Mayor to sign contract with Klickitat Tree for tree maintenance and removal in the amount of \$4,031.25.

Proposed Motion Options

Motion to authorize Mayor to sign contract with Klickitat Tree for tree maintenance and removal in the amount of \$4,031.25.

Explanation of Issue

The city hired an arborist to develop a tree inventory and management plan for the trees in city parks and along Jewett Blvd. The city has issued a Request for Bids for tree maintenance and removal. The contractor selected for conducting the maintenance and removal will be overseen by an arborist hired by the city through a separate contract.

The city received three bids for tree maintenance and removal.

Klickitat Tree	\$4,031.25
Bartlett Tree Service	\$14,186.00
Falcon Resources	\$33,460.17

Recommendation of Staff/Committee

The Tree Board recommends signing a contract with Klickitat Tree for tree maintenance and removal in the amount of \$4,031.25.

**City of White Salmon
Tree Maintenance and Removal Schedule**

Tree ID	Species	Work	Notes
131	Maple	Removal	Jewett at Wauna
23	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
24	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
25	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
39	Hawthorn	Removal	Rheingarten Park (parking lot/sidewalk)
67	Maple	Removal	Rheingarten Park (sidewalk)
80	Cherry	Removal	Fireman's Park
114	Garry Oak	Removal	Fireman's Park (under power line)
113	Black Walnut	Removal	Fireman's Park (under power line)
	Willow	Removal	Fireman's Park (under power line)
74	Oak, Red	Pruning	Rheingarten Park SW (parking lot) volunteers – remove competition
50	Oak	Pruning	Rheingarten Park (playground)
47	Doug Fir	Pruning	Rheingarten Park
64	Maple	Pruning	Rheingarten Park
63	Maple	Pruning	Center of Rheingarten Park, Vine maple intersecting with 63, Volunteer locust and blackberry need pruning
60	Maple	Pruning	Rheingarten Park, crossed branches, rubbing
58 & 54	Cherry	Pruning	Rheingarten Park, Cluster in Center of Park
54 & 58	Atlas Cedar	Pruning	Rheingarten Park, Cluster in Center of Park
102	Cherry	Pruning	Jewett (Book Peddler) crossing branches
103	Cherry	Pruning	Jewett (Gorge Ink) crossing branches
104	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
107	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
108	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
Please reference Peninsula reports on city's webpage under "Tree Board" http://www.white-salmon.net/citycouncil/page/tree-board-2			
Cost			3,750.00
Sales Tax (7.5%)			281.25
Total Cost			4,031.25
Option:			
112	Sweetgum	Pruning	Jewett (Enterprise) deferred structural pruning maintenance
Cost			600.00
Sales Tax (7.5%)			45.00
Total Cost for Option			645.00

**City of White Salmon
Tree Maintenance and Removal Schedule**

Tree ID	Species	Work	Notes
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23	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
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114	Garry Oak	Removal	Fireman's Park (under power line)
113	Black Walnut	Removal	Fireman's Park (under power line)
	Willow	Removal	Fireman's Park (under power line)
74	Oak, Red	Pruning	Rheingarten Park SW (parking lot) volunteers – remove competition
50	Oak	Pruning	Rheingarten Park (playground)
47	Doug Fir	Pruning	Rheingarten Park
64	Maple	Pruning	Rheingarten Park
63	Maple	Pruning	Center of Rheingarten Park, Vine maple intersecting with 63, Volunteer locust and blackberry need pruning
60	Maple	Pruning	Rheingarten Park, crossed branches, rubbing
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107	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
108	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
Please reference Peninsula reports on city's webpage under "Tree Board" http://www.white-salmon.net/citycouncil/page/tree-board-2			
Cost \$13,197.00			
Sales Tax (7.5%) \$989.00			
Total Cost \$14,186.00			
Option:			
112	Sweetgum	Pruning	Jewett (Enterprise) deferred structural pruning maintenance
Cost \$1270.00			
Sales Tax (7.5%) \$95.25			
Total Cost for Option \$1365.00			



FALCON RESOURCES, INC

5434 River Rd N Suite 163

Keizer, OR 97303-4429

falconjrt@gmail.com

503-718-4080

October 30, 2019

City of White Salmon
Office of City Hall
100 North Main St
PO Box 2139
White Salmon, WA 98672

Reference: Tree Maintenance and Removal

Ms. Jan Brending,

Falcon Resources, Inc. is pleased to submit this bid to the referenced Solicitation. Falcon Resources, Inc. is a small woman owned business, with over 15 years of experience in Forestry and Tree removal services.

We pride ourselves on providing good quality services on all projects without jeopardizing the safety of our employees, our customers, or the public.

Past Performance:

The Confederated Tribes of the Warm Springs Reservation of Oregon. Scope of work was Stocking Surveys. Point of contact is Doug Manion his email is doug.manion@ctwsbnr.org. and phone number 541-325-3064.

USDA Forest Service, Willamette National Forest. Scope of work was Hazard Tree Removal. Contracting Officer's Representative (COR) Rhonda Vickerman (rhonda.vickerman@usda.gov) 541-353-2713.

DUNS Number: 081269528

Cage#: 8B5T7

CCB#: 225011

Farm & Forest Labor Contractor: 44122

UBI#: Pending

Certificate of Insurance included

Thank you in advanced for your consideration.

Sincerely,

Maria R Cervantes
President

**City of White Salmon
Tree Maintenance and Removal Schedule**

Tree ID	Species	Work	Notes
131	Maple	Removal	Jewett at Wauna
23	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
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67	Maple	Removal	Rheingarten Park (sidewalk)
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108	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
Please reference Peninsula reports on city's webpage under "Tree Board" http://www.white-salmon.net/citycouncil/page/tree-board-2			
Cost \$ 31,125.74			
Sales Tax (7.5%) \$ 2,334.43			
Total Cost \$ 33,460.17			
Option:			
112	Sweetgum	Pruning	Jewett (Enterprise) deferred structural pruning maintenance
Cost \$ 1,244.00			
Sales Tax (7.5%) \$ 93.30			
Total Cost for Option \$ 1,337.30			

100 North Main Street PO Box 2139 White Salmon WA 98672
Office: (509) 493-1133 Web Site: www.white-salmon.net

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Mid Valley General Agency LLC		PHONE (A/C, No, Ext): 503-365-7001	FAX (A/C, No): 503-365-7354
888 Madison St NE, Ste 100		E-MAIL ADDRESS: certs@midvalleyga.com	
Salem OR 97301		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	NAIC # 41297
INSURED		INSURER B:	
Falcon Resources Inc		INSURER C:	
5434 River Rd N Ste 163		INSURER D:	
Keizer OR 97303		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPS3275939	09/19/2019	09/19/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Registration # 225011

CERTIFICATE HOLDER**CANCELLATION**

Construction Contractors Board PO Box 14140 Salem OR 97309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carmen Davis</i>
----------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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City of White Salmon Office of City Hall

Request for Bids Scope of Work Tree Maintenance and Removal

The City of White Salmon is seeking **sealed bids** for conducting tree maintenance and removal work per the attached schedule. All work will be overseen by an arborist hired by the city separate from this contract. All tree maintenance and removal shall be conducted per industry standards. The schedule includes an option identified as "Sweet Gum Tree." This option may be added to the full schedule at the time of contract award. All trees identified for removal includes stump removal except for the two trees located at Spoke Bike Park. The trees at Spoke Bike Park shall have the stumps left in place at 10' above ground level. All tree trimmings and removal are to be disposed of by the contractor.

All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday.

This project is subject to Washington State prevailing wages <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. Bids shall be submitted on the attached form. This project is a lump sum bid plus taxes of 7.5% except where option lines are provided. A sample "Public Works Contract" is attached. Retainage of 10% will be held until all final paperwork is filed.

Sealed bids shall be submitted by 4:00 p.m., October 31, 2019 at City Hall, 100 N. Main, White Salmon, WA Washington. Envelopes shall be marked "Tree Maintenance and Removal." Bids will be opened at 4:15 p.m. on October 31, 2019.

The City of White Salmon reserves the right to waive minor irregularities in the bids.

The City of White Salmon reserves the right to reject all bids.

For questions regarding the work, please contact Jan Brending at janb@ci.white-salmon.wa.us.

**City of White Salmon
Tree Maintenance and Removal Schedule**

Tree ID	Species	Work	Notes
131	Maple	Removal	Jewett at Wauna
23	Maple	Removal	Rheingarten Park (tennis courts/building entrance)
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108	Crab Apple	Pruning	Jewett, sidewalk clearance (8 feet)
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
	Doug Fir	Removal	Spoke Bike Park, Tohomish (leave stump of 10')
Please reference Peninsula reports on city's webpage under "Tree Board" http://www.white-salmon.net/citycouncil/page/tree-board-2			
Cost			
Sales Tax (7.5%)			
Total Cost			
Option:			
112	Sweetgum	Pruning	Jewett (Enterprise) deferred structural pruning maintenance
Cost			
Sales Tax (7.5%)			
Total Cost for Option			

100 North Main Street PO Box 2139 White Salmon WA 98672
Office: (509) 493-1133 Web Site: www.white-salmon.net

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



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Small Works Roster Bid, Concrete Work Police Department – Award of Contract

Action Required

Authorization for Mayor to sign contract with Artistic Excavation for concrete work at the police department in the amount of \$44,715.16.

Proposed Motion Options

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

Explanation of Issue

The city council authorized concrete work to be done at the police department with an estimated cost of \$80,000. The city has issued a Small Works Roster sealed bid for the work.

Results of the request for bids and a recommendation will be presented additional documentation on Tuesday, November 5, 2019.

The city received three bids as follows:

Artistic Excavation	\$44,715.16
Crestline Construction	\$54,000.00
IV Riley Materials	\$83,000.56

Recommendation of Staff/Committee

Staff recommends authorizing the mayor to sign a contract with Artistic Excavation for concrete work at the police department in the amount of \$44,715.16.



White Salmon Police Department Concrete Work BID

TOTAL	\$	44,715.16
--------------	-----------	------------------

BID PROPOSAL 10/31/2019**Crestline Construction Company, LLC**

3600 Crates Way, Suite 100

The Dalles, OR 97058

Contact: Yani Vaivoda**Phone:** 541-506-4000**Fax:** 541-506-4001

Submitted to:
Company Name
Address
Email

Jan Brending
City of White Salmon
City Hall, 100 N. Main
White Salmon WA 98672
janb@ci.white-salmon.wa.us

Job Name: Police Department Concrete Work
Due Date 10/31/2019
Time 3:00 pm

Scope of Work is Detailed Below

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	POLICE DEPARTMENT CONCRETE WORK	1.00	LS	54,000.00	54,000.00
GRAND TOTAL					\$54,000.00

NOTES:

Small Works Roster Scope of Work
Police Department Concrete Work

The City of White Salmon is seeking sealed bids for the following work:

- Remove existing concrete stairs and install concrete ramp and new stairs to front door of Police Department
- Install concrete sidewalk from front sidewalk to side door of Police Department
- Install concrete drainage gutter, concrete curb and gutter at back of building of the Police Department

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
Contractor:	I V Riley Materials Inc	Department:	
Name:		Date:	
Address:	P.O. Box 287 Bingen, WA	Department Contact:	
Contact:	Izak Riley	Phone:	
	509-774-7002	Fax:	
Fax:		Email:	
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.



City of White Salmon Office of City Hall

October 15, 2019

Small Works Roster Scope of Work Police Department Concrete Work

The City of White Salmon is seeking sealed bids for the following work:

- Remove existing concrete stairs and install concrete ramp and new stairs to front door of Police Department
- Install concrete sidewalk from front sidewalk to side door of Police Department
- Install concrete drainage gutter, concrete curb and gutter at back of building of the Police Department

See drawings provided by the city's engineer.

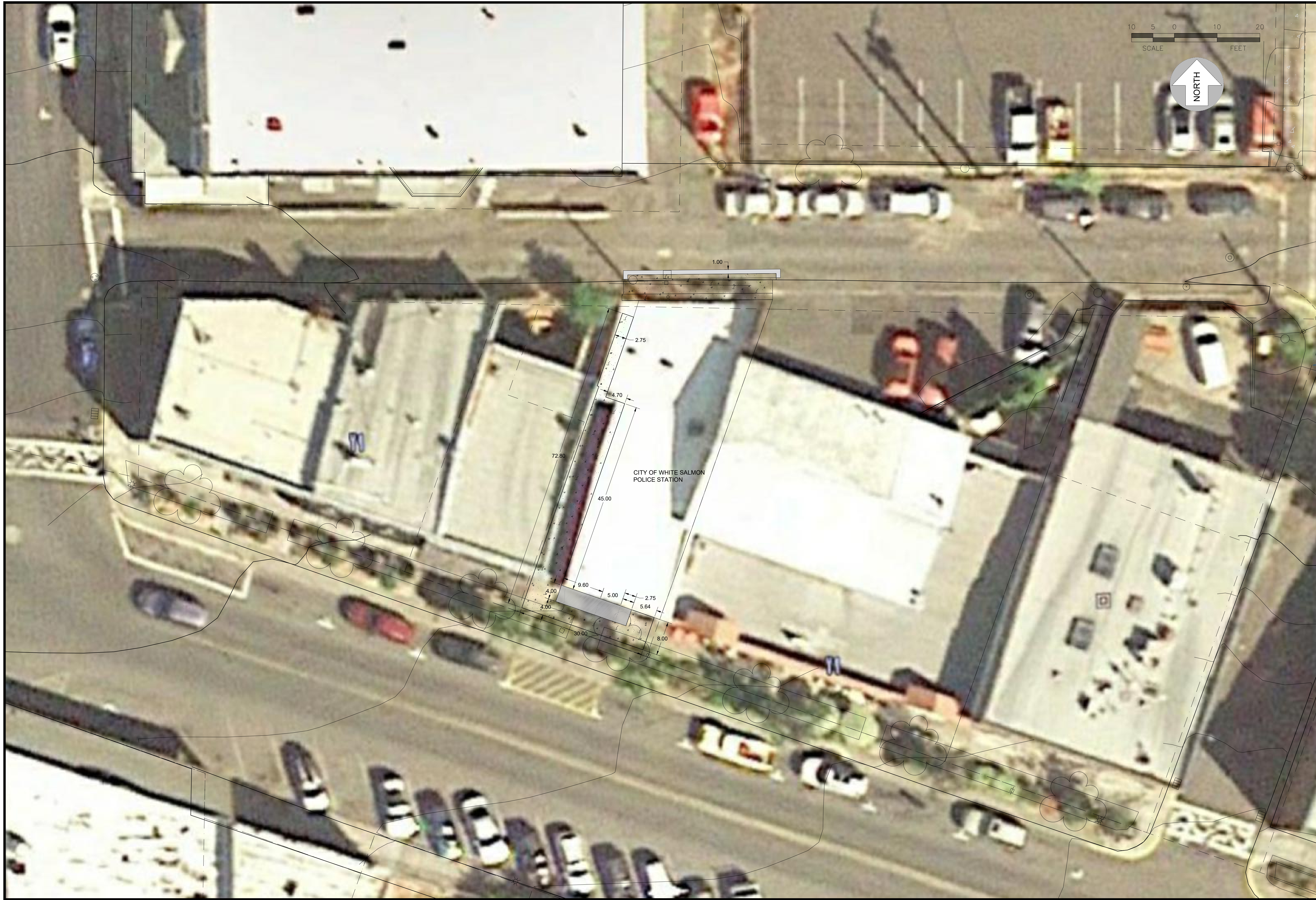
A mandatory pre-bid meeting will be held on Monday, October 21 at 10:00 a.m. Meeting will take place at City Hall, 100 N. Main, White Salmon, WA.

All work is subject to Washington state prevailing wages. A sample small works contract is attached. Retainage of 10% will be required to be withheld from payment until all appropriate paperwork is filed with the state.

Contractors must be listed on the City's Small Works Roster prior to submitting a quote. The Small Works Roster Application is available on the city's webpage at <http://www.white-salmon.net> – click on Bids and RFPs.

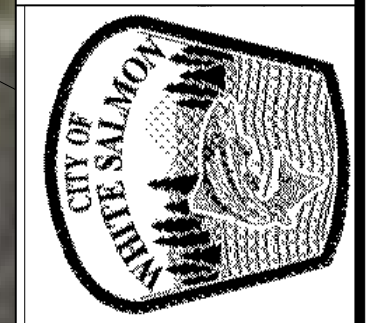
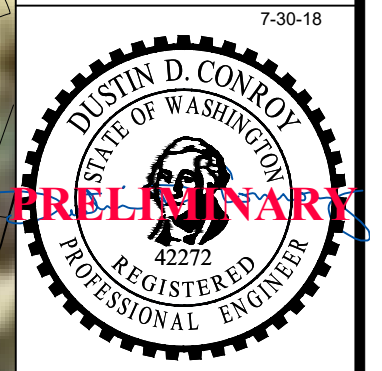
Please submit **sealed bids** marked "Police Department Concrete Work" to the Jan Brending, City of White Salmon at janb@ci.white-salmon.wa.us or at City Hall, 100 N. Main, White Salmon WA 98672 by 3:00 p.m., October 31, 2019. Bids will be opened at City Hall at 3:10 p.m. on Thursday, October 31st.

For more information, please contact Jan Brending at janb@ci.white-salmon.wa.us.



CITY OF WHITE SALMON
POLICE STATION

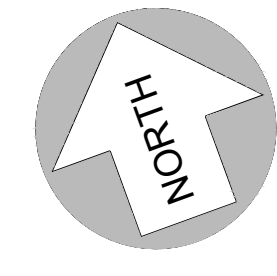
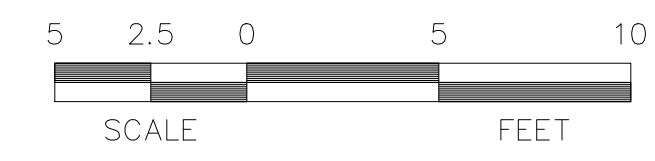
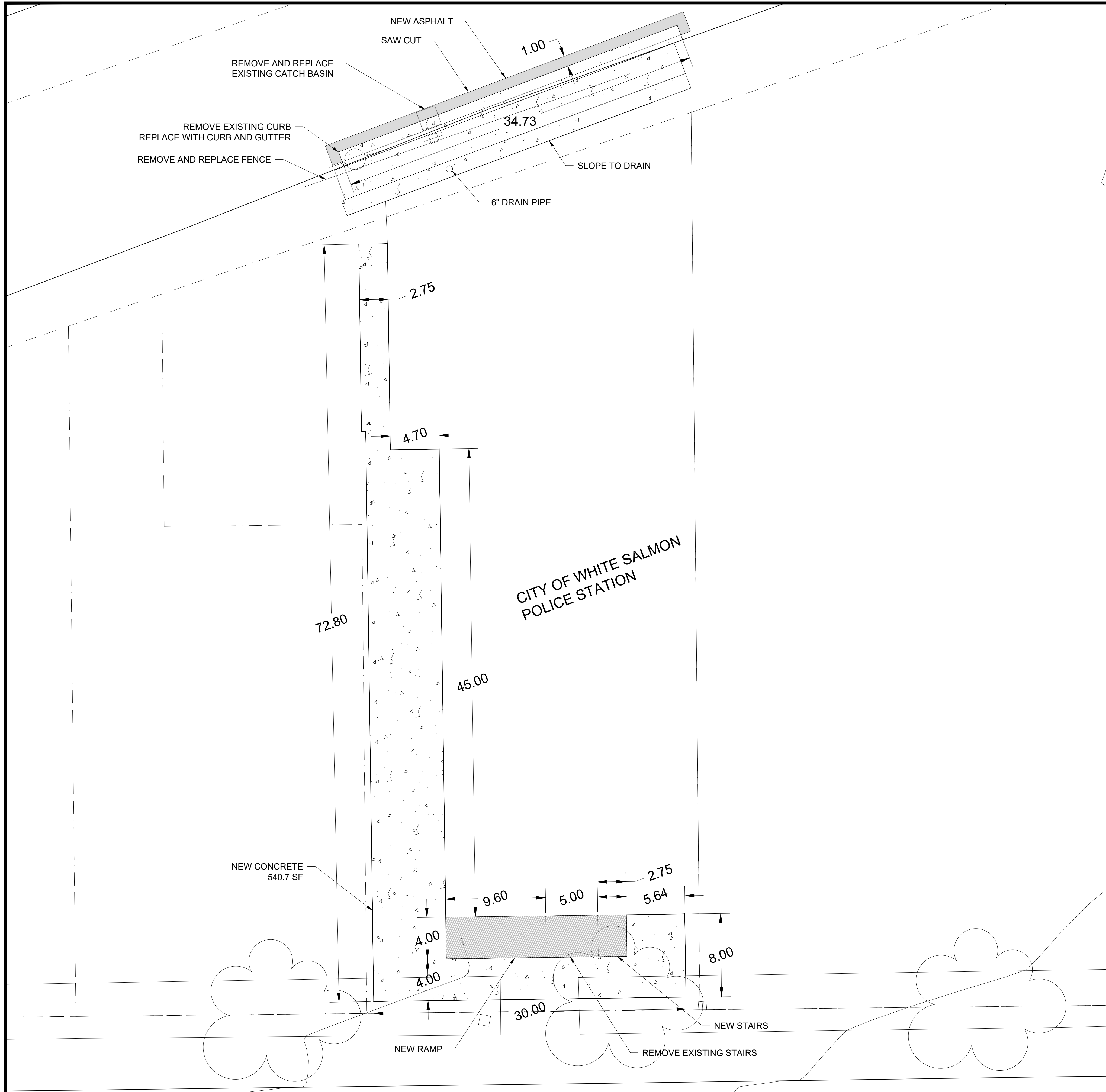
PSE Pioneer Surveying & Engineering, Inc.
Civil/Structural Engineering and Land Planning
125 E. Simcoe Drive
Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net



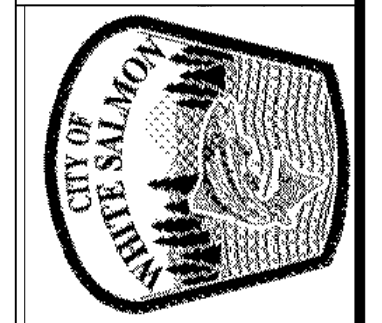
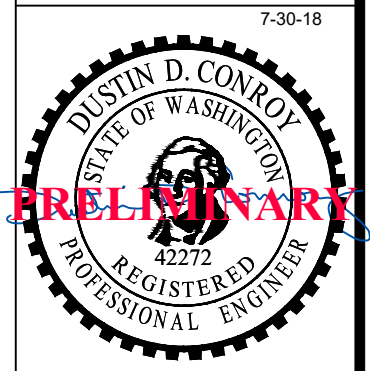
City of White Salmon
Public Works Department
PO BOX 2139
142 E. Jewett Blvd.
White Salmon, WA
98672 509-493-1133

No.	Date	Revisions
1.0	10-8-19	SUBMITTED FOR REVIEW

SCALE: AS NOTED
JOB NO. 19-701
REV. 0



Pioneer Surveying & Engineering, Inc.
Civil/Structural Engineering and Land Planning
125 E. Simcoe Drive
Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net

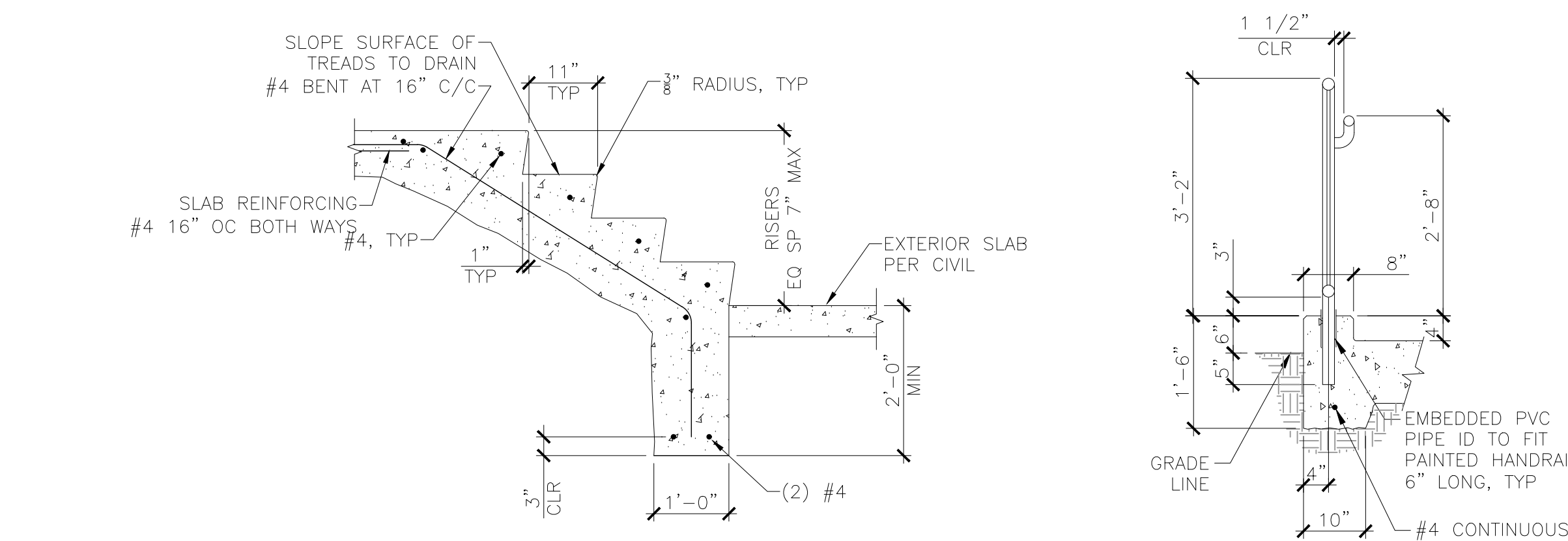
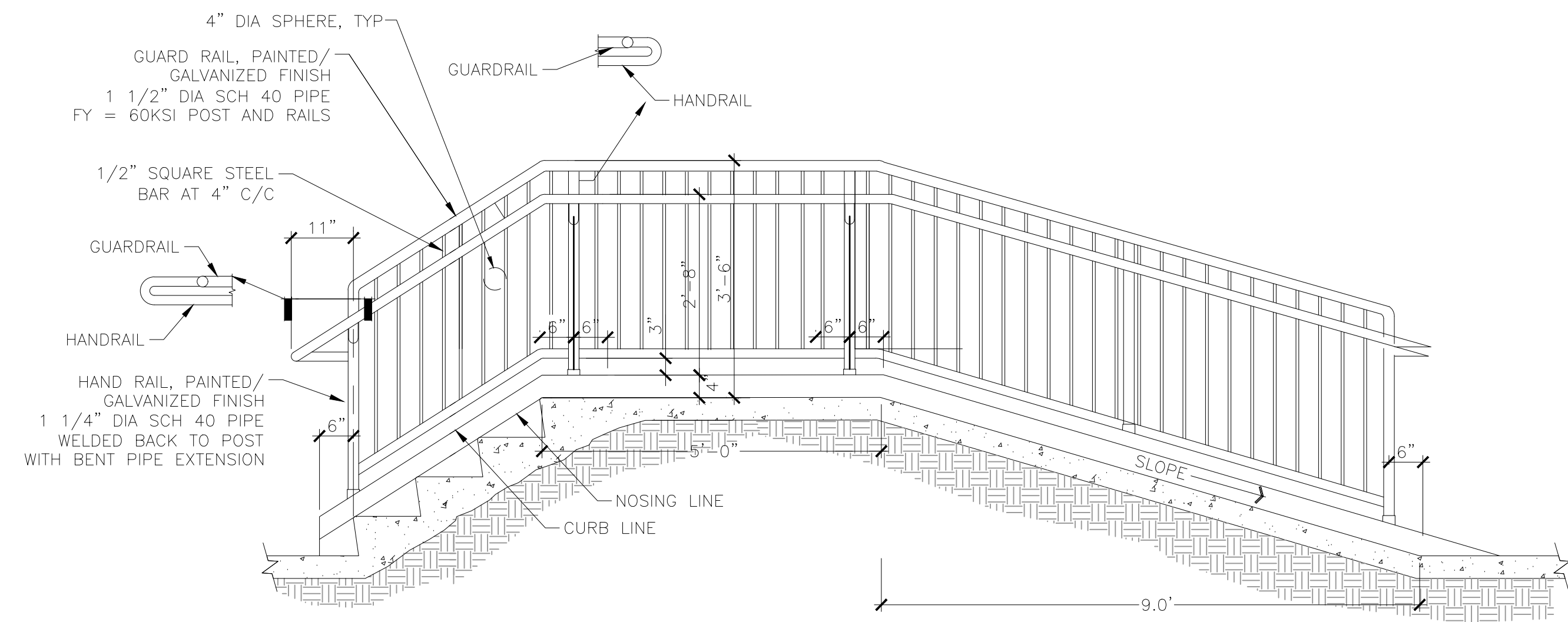


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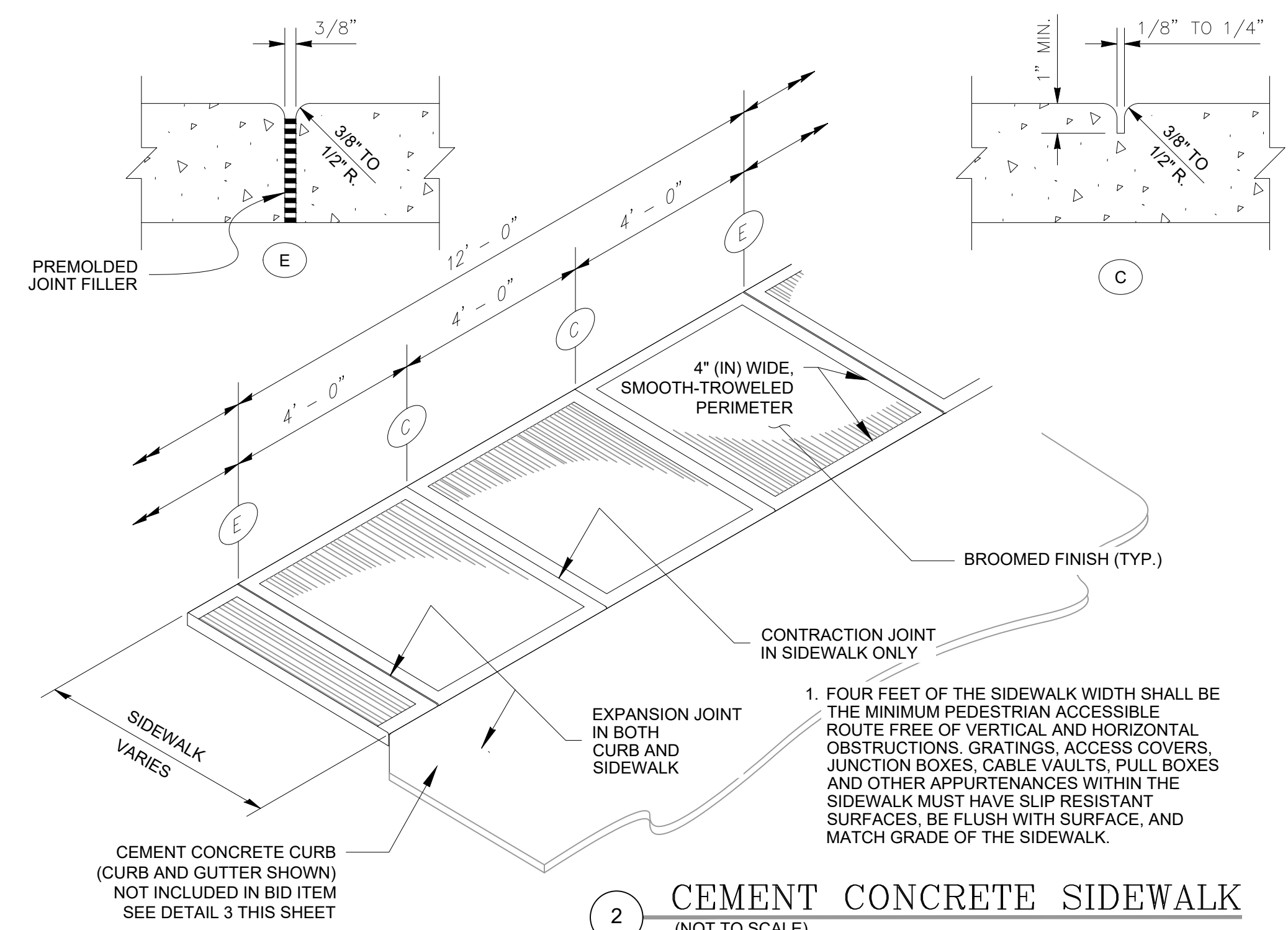
No.	Date	Revisions
1.0	10-8-19	SUBMITTED FOR REVIEW

SHEET NO.

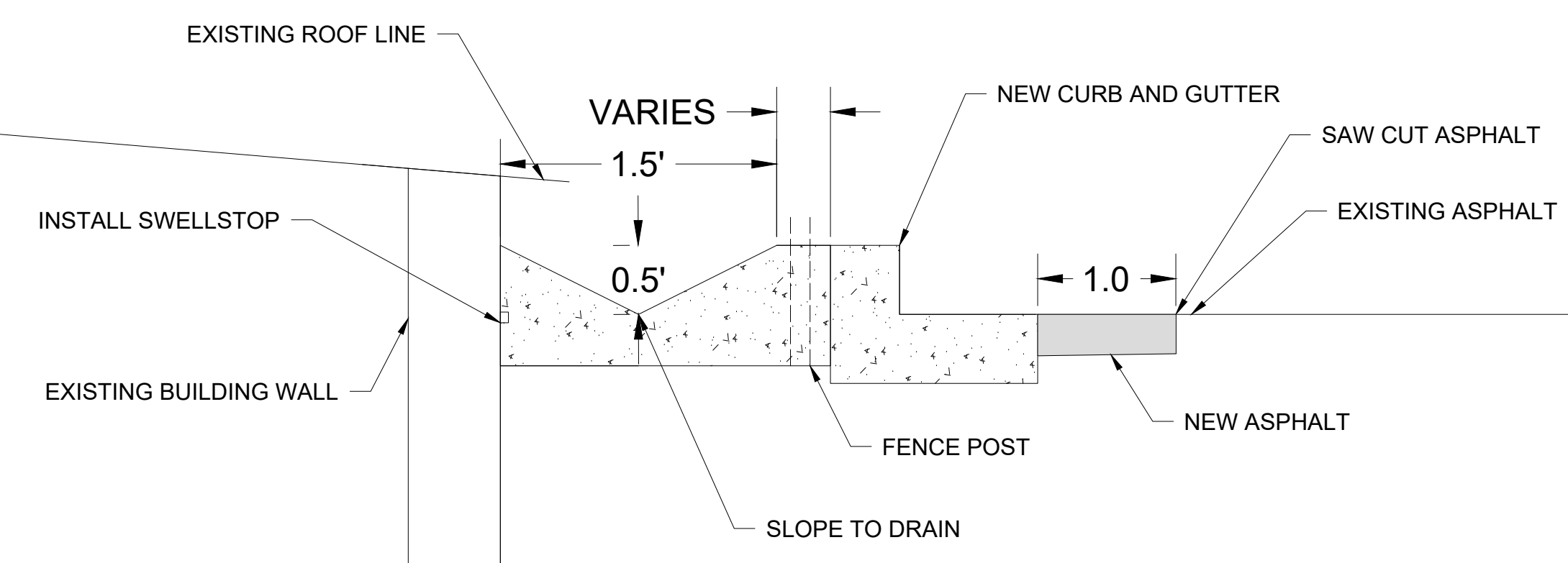
SCALE: AS NOTED
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1 ENTRY DETAILS
(NOT TO SCALE)



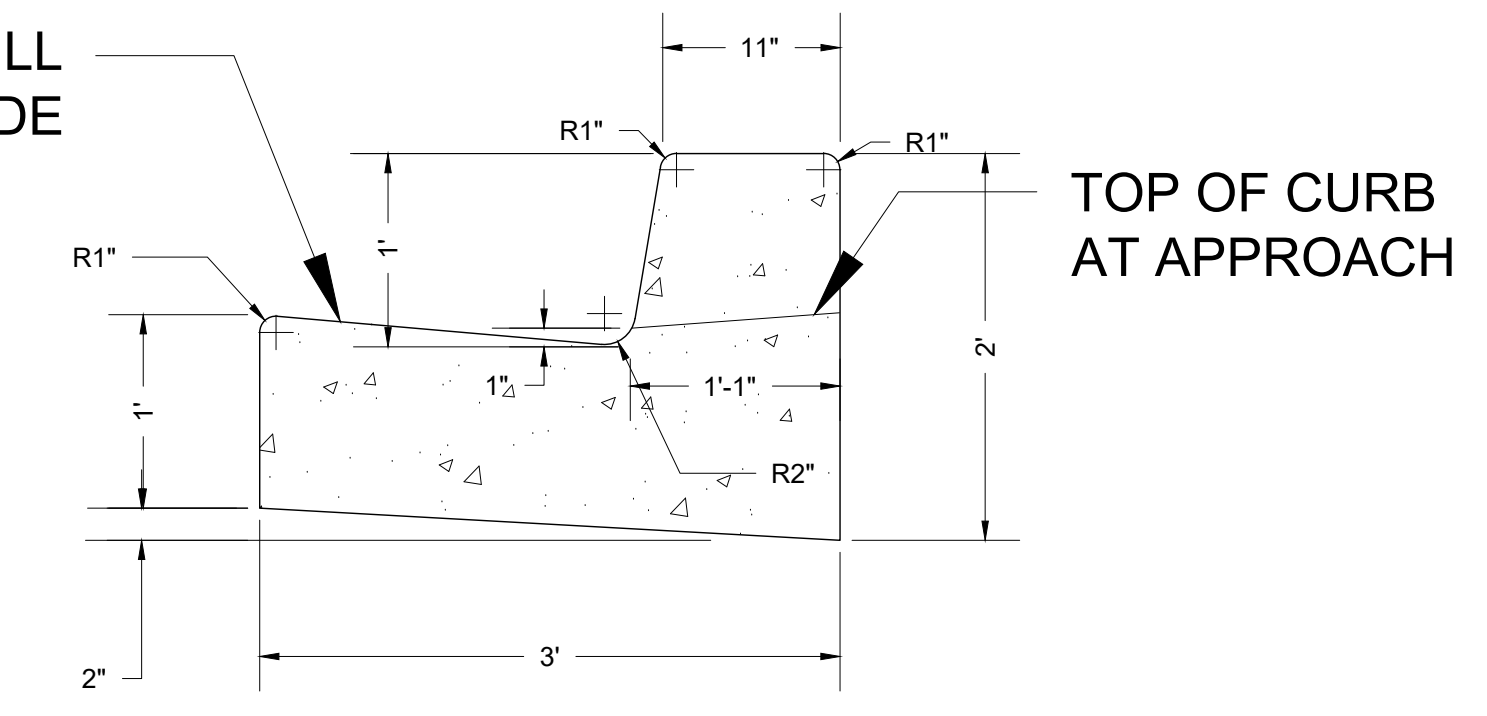
2 CEMENT CONCRETE SIDEWALK
(NOT TO SCALE)



4 CONCRETE DRAINAGE GUTTER
(NOT TO SCALE)

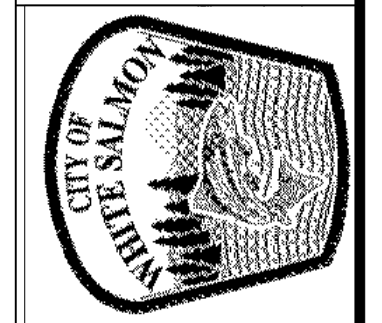
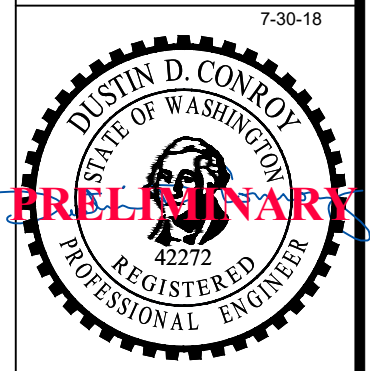
PAN HAS DOWNWARD SLOPE ON UPHILL (NORTH) SIDE

EXPANSION JOINTS @ 15' IN SIDEWALK AND CURB
CONSTRUCTION JOINTS @ 5' IN SIDEWALK AND CURB



4 CONCRETE CURB AND GUTTER
(NOT TO SCALE)

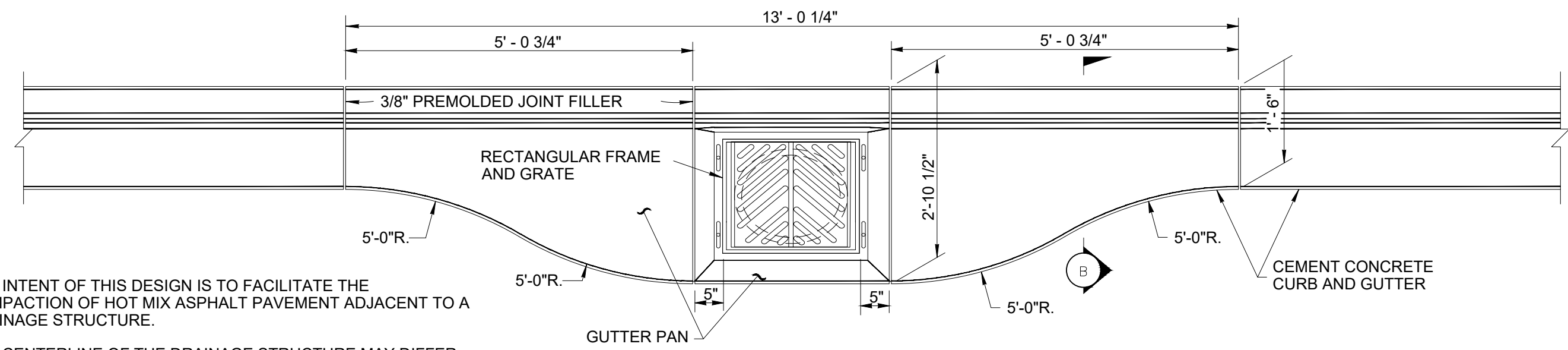
Pioneer Surveying & Engineering, Inc.
Civil/Structural Engineering and Land Planning
125 E. Simcoe Drive
Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net



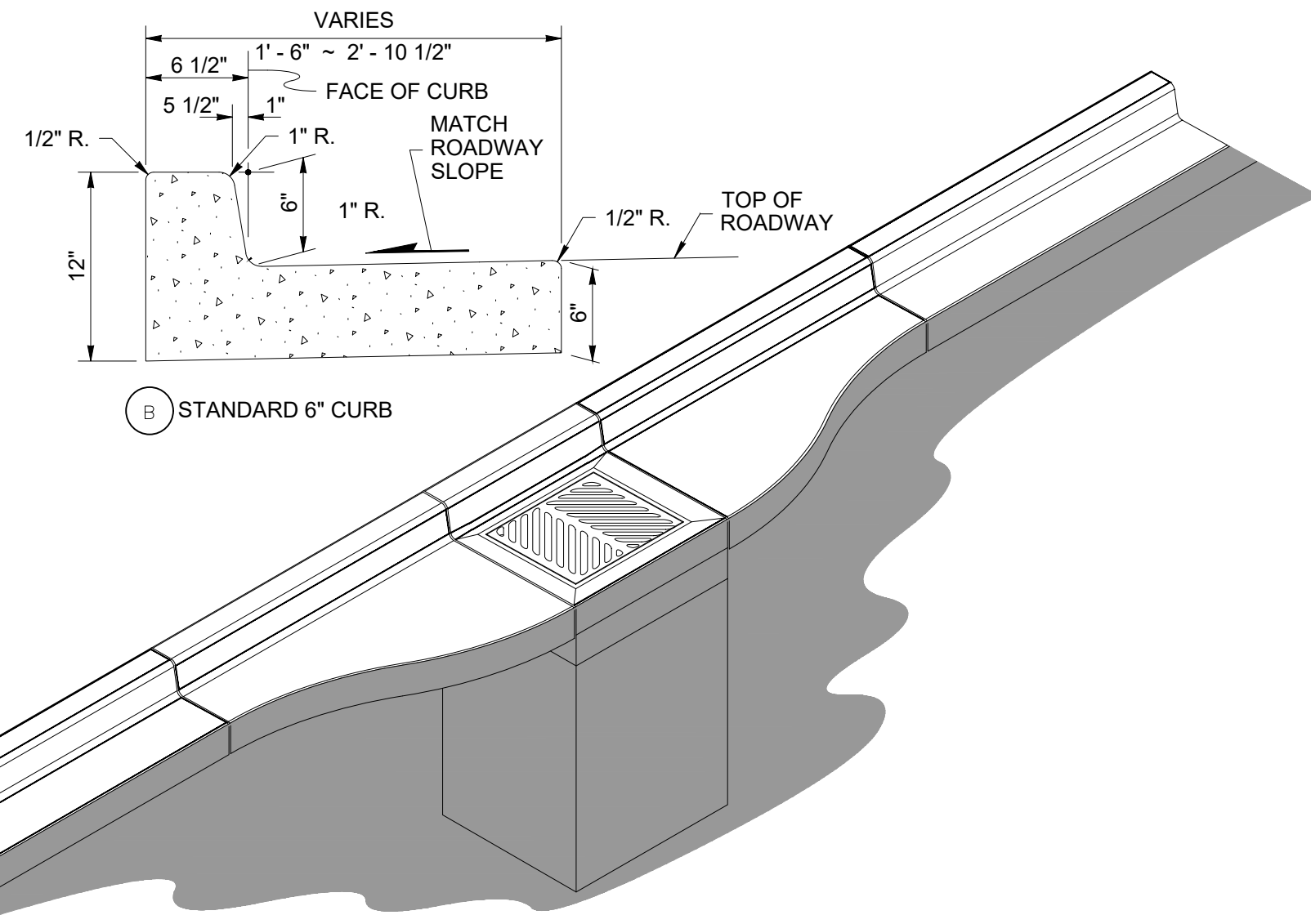
City of White Salmon
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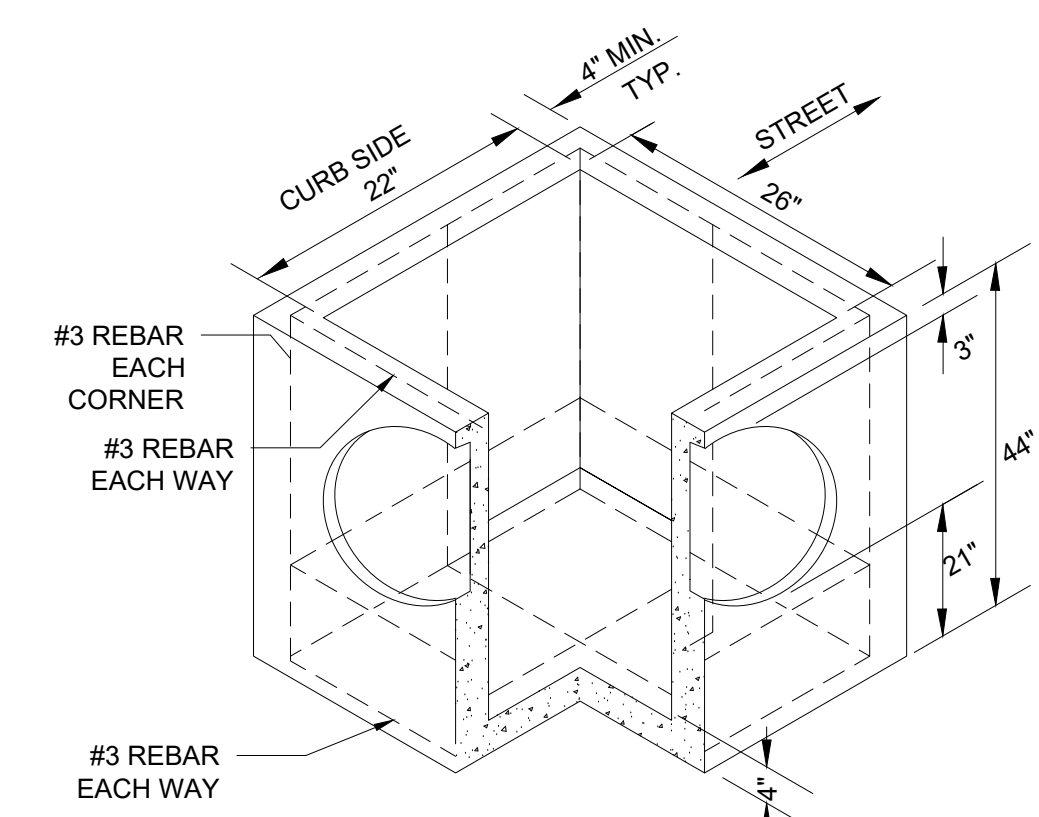
SCALE: AS NOTED
JOB NO. REV.
19-701 0



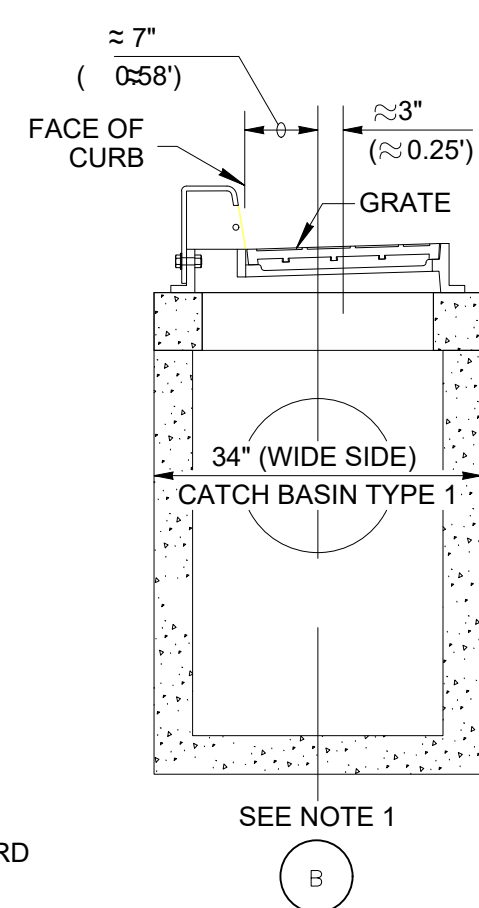
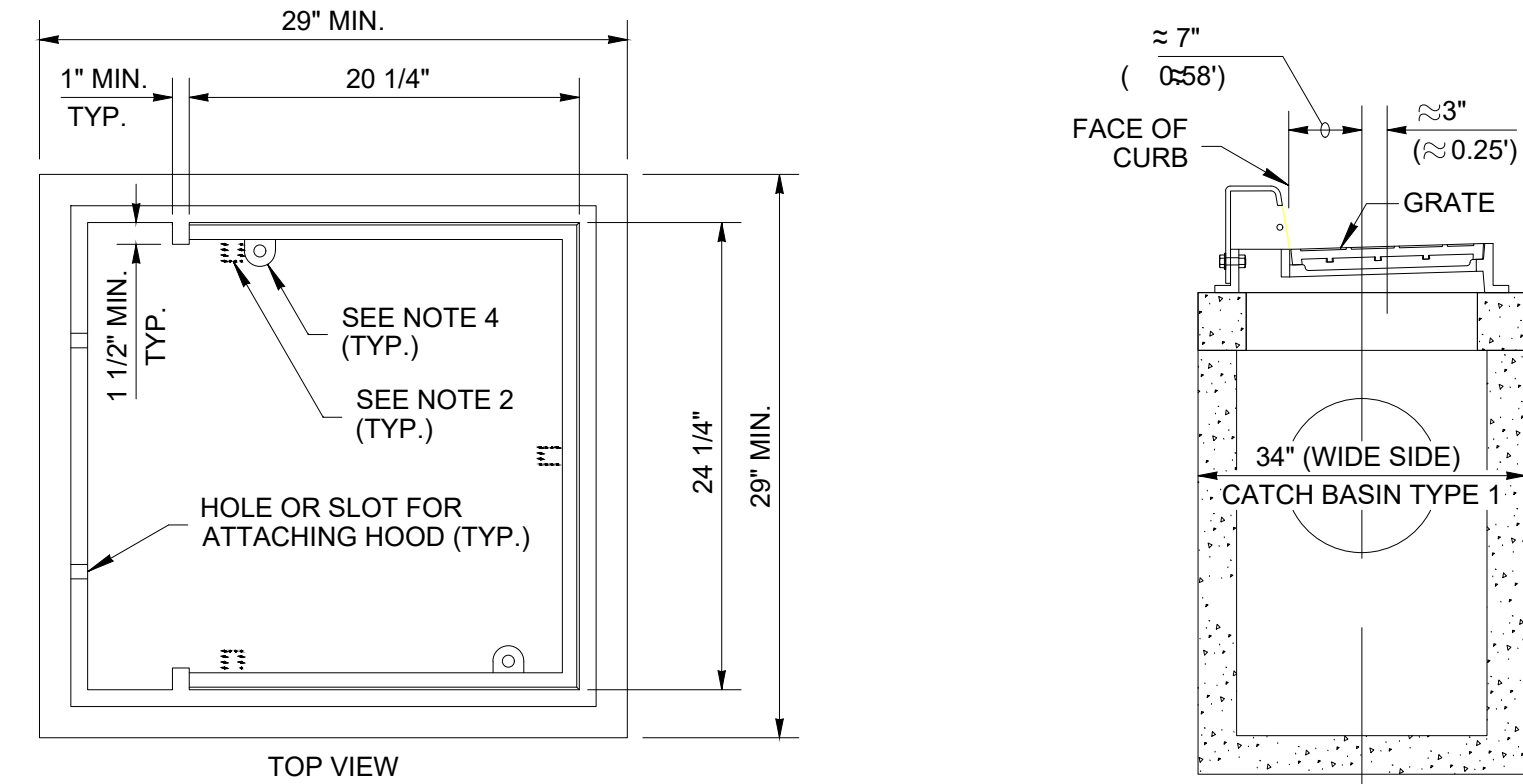
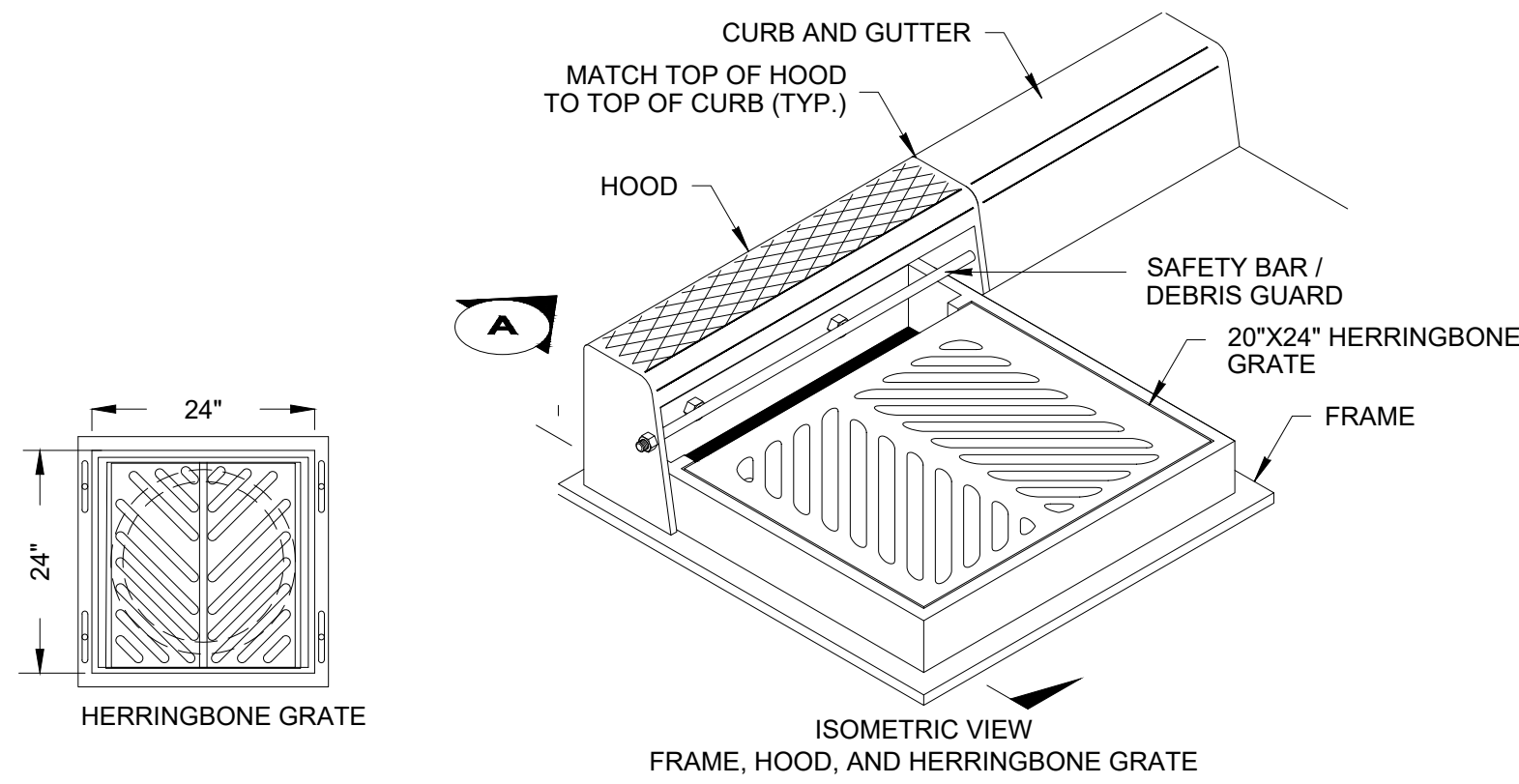
1. THE INTENT OF THIS DESIGN IS TO FACILITATE THE COMPACTION OF HOT MIX ASPHALT PAVEMENT ADJACENT TO A DRAINAGE STRUCTURE.
2. THE CENTERLINE OF THE DRAINAGE STRUCTURE MAY DIFFER FROM THE CENTERLINE OF THE FRAME AND GRATE.



1 STANDARD CURB GUTTER WIDENING DETAIL
(NOT TO SCALE) NE CORNER BROADWAY AND KING

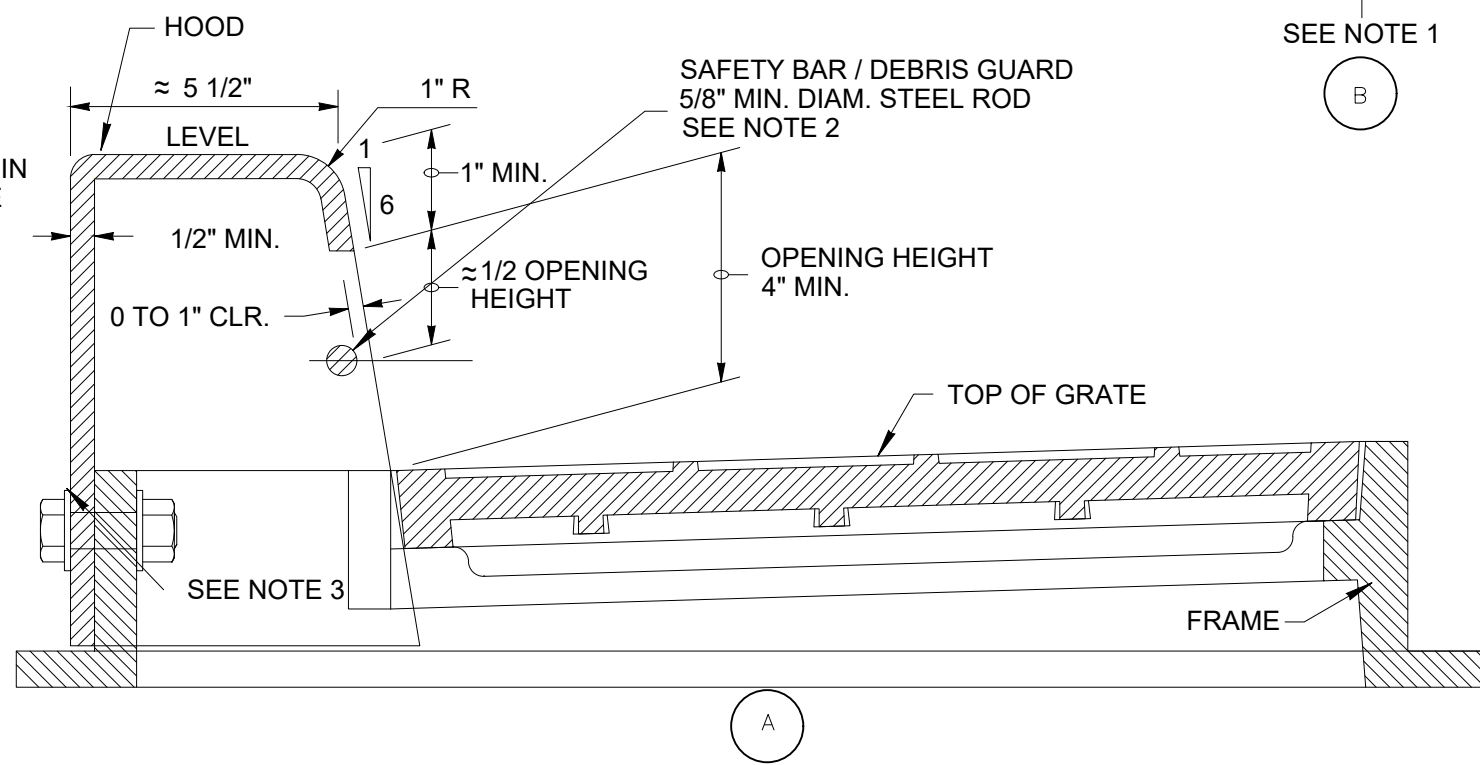


3 PRECAST BASE SECTION
(MAX. HOLE SIZE 20")
CONCRETE CATCH BASIN
(NOT TO SCALE)



1. THE ASYMMETRY OF THE COMBINATION INLET SHALL BE CONSIDERED WHEN CALCULATING THE OFFSET DISTANCE FOR THE CATCH BASIN. SEE SECTION A.
2. THE DIMENSIONS OF THE FRAME AND HOOD MAY VARY SLIGHTLY AMONG DIFFERENT MANUFACTURERS. THE FRAME MAY HAVE CAST FEATURES INTENDED TO SUPPORT A GRATE GUARD. HOOD UNITS SHALL MOUNT OUTSIDE OF THE FRAME. THE METHODS FOR FASTENING IN THE SAFETY BAR / DEBRIS GUARD ROD TO THE HOOD MAY VARY. THE HOOD MAY INCLUDE CASTING LUGS. THE TOP OF THE HOOD MAY BE CAST WITH A PATTERN.
3. ATTACH THE HOOD TO THE FRAME WITH TWO 3/4" x 2" HEX HEAD BOLTS, NUTS, AND OVER SIZE WASHERS. THE WASHERS SHALL HAVE DIAMETER ADEQUATE TO ASSURE FULL BEARING ACROSS THE SLOTS.
4. WHEN BOLT-DOWN GRATES ARE SPECIFIED IN THE CONTRACT, PROVIDE TWO HOLES IN THE FRAME THAT ARE VERTICALLY ALIGNED WITH THE GRATE SLOTS. TAP EACH HOLE TO ACCEPT A 5/8" x 11 NC x 2" ALLEN HEAD CAP SCREW. LOCATION OF BOLT-DOWN HOLES VARIES AMONG DIFFERENT MANUFACTURERS. SEE BOLT DOWN DETAIL, STANDARD PLANS B-30.10.
5. ONLY DUCTILE IRON GRATES SHALL BE USED. SEE STANDARD PLANS B-30.30 AND B-30.40 FOR GRATE DETAILS. REFER TO STANDARD SPECIFICATION 9-05.15(2) FOR ADDITIONAL REQUIREMENTS.
6. THIS PLAN IS INTENDED TO SHOW THE INSTALLATION DETAILS OF A MANUFACTURED PRODUCT. IT IS NOT THE INTENT OF THIS PLAN TO SHOW THE SPECIFIC DETAILS NECESSARY TO FABRICATE THE CASTINGS SHOWN ON THIS DRAWING.
7. DIAGONAL GRATE SHALL BE USED IN ROLLED CURB SECTIONS. HERRINGBONE GRATE SHALL BE USED ON THE FLAT GRATE.
8. EITHER COMBINATION INLETS OR NYLOPLAST CATCH BASINS MAY BE USED IN STREET AREAS. ONCE CHOSEN ONLY ONE TYPE SHALL BE USED.

2 COMBINATION INLET
(NOT TO SCALE)



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19-701 0



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Draft Ordinance Adding New Chapter 17.72A, Downtown Parking Overlay Zone
Presentation: Pat Munyan, City Administrator

Action Required

Provide direction to staff regarding proposed ordinance so staff can then present an ordinance to the planning commission for review.

Proposed Motion Options

None at this time.

Explanation of Issue

The proposed ordinance adds a new chapter to the city's zoning code providing for a downtown parking overlay zone. The downtown parking overlay zone address the issue of limited parking in the downtown area and provides addition flexibility in the downtown area.

Information from MRSC regarding parking and business improvement areas is also included.

Staff is seeking direction from the city council on a proposed downtown parking ordinance in order to present a proposed ordinance to the planning commission.

In order for the ordinance to be adopted, a SEPA checklist and determination will be required before a public hearing can be scheduled before the city council.

Recommendation of Staff/Committee

None at this time.

Ordinance No. ____

AN ORDINANCE ADDING NEW CHAPTER 17.72A, DP DOWNTOWN PARKING OVERLAY ZONE, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the city finds a vibrant downtown requires both commercial and residential uses to create a continuous flow of residents and visitors patronizing local businesses, and

WHEREAS, the city recognizes the limited parking available in this area; and

WHEREAS, the city seeks flexibility to address parking in a vibrant downtown core.

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

Section I

A new section WSMC Chapter 17.72A DP Downtown Parking Overlay Zone, is hereby adopted as identified in Exhibit A attached hereto and by this reference incorporated herein.

Section II – Severability

That if any clause, section, or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

Section III – Effective Date

This ordinance shall take effect five (5) days after its publication according to law.


PASSED by the Council for the City of White Salmon at a regular meeting this ____ day of _____, 2019.

David Poucher, Mayor of White Salmon

ATTEST:

Jan Brending, City Clerk/Treasurer

APPROVED AS TO FORM:



City Attorney

Exhibit "A"

Adding a new Chapter 17.72A DP Downtown Parking Overlay Zone:

Chapter 17.72A – DP Downtown Parking Overlay Zone

17.72A.010 - Purpose.

The purpose of the DP overlay district is to provide adequate parking within the White Salmon downtown core area, while affording flexible methods for developers to meet additional parking requirements for new or expanded commercial or residential developments. This district may be applied as an overlay to the C (Commercial) zone within the downtown core area East and West along Highway 141 between _____ and _____, and North and South between _____ to the North and SE Wyers Street to the South (the "Downtown Overlay District").

17.72A.020 - Parking Requirements

- A. *Requirement in the Downtown Overlay District.* Except as provided in Sections [17.72A](#), [9.107](#), and [9.108](#), and subsections therein each use of land in the Downtown Overlay District shall provide the number of parking spaces indicated for that use in Table 17.72A.A.. Those uses that are not specifically listed in Table 17.72A.A. shall provide the number of parking spaces indicated for that use in Table 17.72A.A.
- B. *Required bicycle parking.* Every principal and accessory use of land which is required to provide at least forty (40) vehicular parking spaces shall be required to provide bicycle parking spaces at a rate of one (1) bicycle parking space per every ten (10) required vehicular parking spaces; and after July 9, 2010, new development shall provide, at a minimum, two (2) bicycle parking spaces. No use shall be required to provide more than one hundred (100) bicycle parking spaces.

1. Subject to the approval of the Zoning Administrator, in the Downtown Overlay District, bicycle parking spaces may be provided within a common location that is obvious and convenient for the bicyclist, does not encroach into adjacent pedestrian pathways or landscape areas, and the location shall be open to view for natural surveillance by pedestrians. Such common bicycle parking areas shall be subject to the approval of the Zoning Administrator.

C. Bicycle parking facilities design. Required bicycle parking facilities shall, at a minimum, provide a stationary object to which the bicyclist can lock the bicycle frame and both wheels with a user provided U-shaped lock or cable and lock. The stationary object shall generally conform to the Design Standards & Policies Manual. The Zoning Administrator may approve alternative designs. Bicycle lockers and other high security bicycle parking facilities, if provided, may be granted parking credits pursuant to Section 17.72A.C., Credit for bicycle parking facilities.

D. Calculating required parking for transportation facilities. Required parking for park and ride lots and major transfer centers shall be determined by the Zoning Administrator. Subject to the Design Standards & Policies Manual and the following criteria:

1. Goals of the City with regard to transit ridership along the route on which the transportation facility is located.
2. Distance from other transportation facilities with parking.

E. Fractions shall be rounded.

1. When any calculation for the required parking results in a fraction of a parking space, the fraction shall be rounded up to the next greater whole number.

2. When any calculation for the provided parking results in a fraction of a parking space, the fraction shall be rounded down to the next greater whole number.

3. When any calculation of a Parking P-3 District credit, improvement district credit, or in-lieu parking credit results in a fraction of a credit, the fraction shall not be rounded.

F. Interpreting requirements for analogous uses. The Zoning Administrator shall determine the number of spaces required for analogous uses. In making this determination, the Zoning Administrator shall consider the following:

1. The number of parking spaces required for a use listed in Table 17.72.090 or 17.72A.A that is similar to the proposed use;
2. An appropriate variable by which to calculate parking for the proposed use; for example, building square footage or number of employees;
3. Parking data from the same use on a different site or from a similar use on a similar site;
4. Parking data from professional publications such as those published by the Institute of Transportation Engineers (ITE) or the Urban Land Institute (ULI);

G. Additional requirements for company vehicles. When parking spaces are used for the storage of vehicles or equipment used for delivery, service and repair, or other such use, such parking spaces shall be provided in addition to those otherwise required by this Zoning Ordinance. Before a building permit is issued the number of spaces to be used for vehicle storage shall be shown on the plans. Unless additional spaces are provided in excess of the required number of spaces, no vehicles in addition to that number shall be stored on the site.

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

<p>Bars, cocktail lounges, taverns, afterhours or micro-brewery/distillery with live entertainment</p>	<p>A. One (1) space per eighty (80) square feet of gross floor area; and B. One (1) space per two hundred (200) gross square feet of outdoor patio area, excluding the first two hundred (200) gross square feet.</p>
<p>Bars, cocktail lounges, taverns, afterhours or micro-brewery/distillery</p>	<p>A. One (1) space per one-hundred twenty (120) square feet of gross floor area; and B. One (1) space per two hundred (200) gross square feet of outdoor patio area, excluding the first two hundred (200) gross square feet.</p>
<p>Dwellings, multi-family</p>	<p>A. One parking space per dwelling unit for units with one bedroom or less. B. Two parking spaces per dwelling unit, for units with more than one bedroom.</p>
<p>Financial intuitions</p>	<p>A. In a Type 1 area, one (1) space per five hundred (500) square feet</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

	<p>of gross floor area; or</p> <p>B. In a Type 2 area, all other lot widths, one (1) space per three hundred (300) square feet of gross floor area.</p>
<p>Fitness studio (no larger than 3,000 gross square feet)</p>	<p>A. One (1) space per three hundred (300) square feet of gross floor area.</p> <p>B. A fitness studio larger than 3,000 gross square feet shall comply with Table 17.72A.A.</p>
<p>Galleries</p>	<p>One (1) space per three hundred (500) square feet of gross floor area.</p>
<p>Live entertainment (not including bars, restaurants, and performing arts theaters)</p>	<p>A. With fixed seating. One (1) parking space for two and one-half (2.5) seats.</p> <p>B. Without fixed seating. One (1) parking space for every eighty (80) square feet of gross floor area of an establishment that does not contain fixed seating.</p>
<p>Medical and diagnostic laboratories</p>	<p>One (1) space per three hundred (300) square feet of gross floor area.</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

<p>Mixed-use commercial centers In mixed-use commercial centers with less than 20,000 square feet of gross floor area, land uses (with parking requirements of one space per 300 square feet or fewer spaces) shall occupy at least 60 percent of gross floor area.</p>	<p>One (1) space per three hundred fifty (350) square feet of gross floor area.</p>
<p>Mixed-use developments</p>	<p>A. One space per <u>350</u> square feet of gross floor area of nonresidential area; plus B. Parking spaces required for multiple-family dwellings as shown in this table, except as provided in Section 17.72A.H.3.d.</p>
<p>Office, including government and medical/dental offices and clinics</p>	<p>A. In a Type 1 area, one (1) space per five hundred (500) square feet of gross floor area; or B. In a Type 2 area, all other lot widths, one (1) space per three hundred (300) square feet of gross floor area.</p>
<p>Performing arts theaters</p>	<p>One (1) parking space per ten (10) seats.</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

<p>Restaurants that serve breakfast and/or lunch only, or the primary business is desserts, bakeries, and/or coffee/tea or non-alcoholic beverage</p>	<p>A. One (1) parking space for each four hundred (400) square feet of gross floor area; and B. One (1) space for each three hundred fifty (350) gross square feet of outdoor public floor area. Excluding the first three hundred fifty (350) gross square feet of outdoor public floor area, unless the space is located next to and oriented toward a publicly owned walkway or street, in which case the first five hundred (500) gross square feet of outdoor public floor area is excluded.</p>
<p>Restaurants, including restaurants with a micro-brewery/distillery as an accessory use.</p>	<p>A. One (1) parking space per three hundred (300) square feet of gross floor area; and B. One (1) parking space for each three hundred fifty (350) gross square feet of outdoor patio area. Excluding the first three hundred fifty (350) gross square feet of outdoor patio area, unless the space is located next to and oriented toward a publicly owned walkway</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

	<p>or street, in which case the first five hundred (500) gross square feet of outdoor public floor area is excluded.</p>
<p>Restaurants, including restaurants with a micro-brewery/distillery as an accessory use, and with live entertainment</p>	<p>A. When live entertainment limited to the hours that a full menu is available, and the area of live entertainment is less than fifteen (15) percent of the gross floor area, one (1) parking space per three hundred (300) square feet of gross floor area; and</p> <p>B. One (1) parking space for each three hundred fifty (350) gross square feet of outdoor public floor area. Excluding the first three hundred fifty (350) gross square feet of outdoor patio, unless the space is located next to and oriented toward a publicly owned walkway or street, in which case the first five hundred (500) gross square feet of outdoor patio area is excluded.</p> <p>C. When live entertainment is not limited to the hours that a full menu</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District

	<p>is available, and/or the area of live entertainment is greater than fifteen (15) percent of the gross floor area, one (1) parking space per one hundred twenty (120) square feet of gross floor area, plus patio requirements above at all times.</p>
<p>Retail, personal care services, dry cleaners, and tattoo parlors</p>	<p>A. In a Type 1 area, one (1) space per five hundred (500) square feet of gross floor area; or B. In a Type 2 area, all other lot widths, one (1) space per three hundred (300) square feet of gross floor area.</p>
<p>Work/live</p>	<p>A. The required parking shall be based on the area of commercial uses, per Table 17.72A.A and when applicable, Table 17.72A.A. B. In addition to the parking requirement for the commercial area, parking shall be provide in accordance with the dwellings, multi-family and co-housing parking requirement for developments containing more than one (1)</p>

Table 17.72A.A. Schedule of Parking Requirements in the Downtown Overlay District	
	dwelling unit, excluding the first unit (except as provided in Section 17.72A.H.3.d).
All other uses	As specified Table 17.72A.A.

Note: 1. Type 1 and Type 2 Areas are locations of the Downtown Overlay District described by the Downtown Plan.

17.72A.030 - Programs and incentives to reduce parking requirements.

The following programs and incentives are provided to permit reduced parking requirements in the locations and situations outlined herein where the basic parking requirements of this Zoning Ordinance would be excessive or detrimental to goals and policies of the city relating to mass transit and other alternative modes of transportation.

A. *Administration of parking reductions.* Programs and incentives which reduce parking requirements may be applied individually or jointly to properties and developments. Where reductions are allowed, the number of required parking spaces which are eliminated shall be accounted for both in total and by the program, incentive or credit which is applied. The record of such reductions shall be kept on the site plan within the project review file. Additionally, the reductions and manner in which they were applied shall be transmitted in writing to the property owner.

B. *Credit for on-street parking.* Wherever on-street angle parking is provided in the improvement of a street, credit toward on-site parking requirements shall be granted at the rate of one (1) on-site space per every twenty-five (25) feet of frontage, excluding the following:

1. Frontage on an arterial, major arterial or expressway as designated in the Transportation Master Plan.
2. Frontage on a street that is planned to be less than fifty-five (55) feet wide curb-to-curb.
3. Frontage within twenty (20) feet of a corner.
4. Frontage within ten (10) feet of each side of a driveway or alley.
5. Frontage within a fire hydrant zone or other emergency access zone.
6. Locations within the Downtown Overlay District.

C. *Credit for bicycle parking facilities.*

1. *Purpose.* The City of White Salmon, in keeping with the federal and Klickitat County Clean Air Acts, wishes to encourage the use of alternative transportation modes such as the bicycle instead of the private vehicle. Reducing the number of vehicular parking spaces in favor of bicycle parking spaces helps to attain the standards of the Clean Air Act, to reduce impervious surfaces, and to save on land and development costs.

2. *Performance standards.* The Zoning Administrator may authorize credit towards on-site parking requirements for all uses except residential uses, for the provision of bicycle facilities beyond those required by this Zoning Ordinance, subject to the following guidelines:

a. Wherever bicycle parking is provided beyond the amount required per Section 17.72A.030(C), required bicycle parking, credit toward required on-site vehicular parking may be granted pursuant to the following:

i. Downtown Overlay District: one (1) vehicular space per eight (8) bicycle spaces.

ii. All other zoning districts: one (1) vehicular space per ten (10) bicycle spaces.

b. Wherever bicycle parking facilities exceed the minimum security level required per Section 17.72.030(D), required bicycle parking, credit

towards required onsite vehicular parking may be granted at a rate of one (1) vehicular space per every four (4) high-security bicycle spaces.

High-security bicycle spaces shall include those which protect against the theft of the entire bicycle and of its components and accessories by enclosure through the use of bicycle lockers, check-in facilities, monitored parking areas, or other means which provide the above level of security as approved by the Zoning Administrator.

c. Wherever shower and changing facilities for bicyclists are provided, credit towards required on-site vehicular parking may be granted at the rate of two (2) vehicular spaces per one (1) shower.

d. The number of vehicular spaces required 17.72.030(A), shall not be reduced by more than five (5) percent or ten (10) spaces, whichever is less.

D. Credit for participation in a joint parking improvement project. After [date], no new joint parking improvement projects shall be designated in the City of White Salmon. Existing joint parking improvement projects may continue to exist, subject to the standards under which they were established.

The joint parking improvement project was a program through which a group of property owners with mixed land uses including an area of more than three (3) blocks and at least six (6) separate ownerships could join together on a voluntary basis to form a parking improvement district, providing parking spaces equal to a minimum of thirty (30) percent of their combined requirements according to the ordinance under which they were established. Each participant property could have received credit for one and one-half (1½) times his proportioned share of the parking spaces provided. The project required that a statement be filed with the superintendent of buildings stating the number of spaces assigned to each participating property. No adjustments were to be permitted subsequent to the filing of this statement.

E. Mixed-use shared parking programs.

1. Purpose. A mixed-use shared parking program is an option to reduce the total required parking in large mixed-use commercial centers and mixed-use developments in which the uses operate at different times throughout the day.

The city recognizes that strict application of the required parking ratios may result in excessive parking spaces. This results in excessive pavement and impermeable surfaces and discourages the use of alternate transportation modes.

2. Applicability. A mixed-use shared parking program is an alternative to a parking master plan.

3. Procedure.

a. A mixed-use shared parking program may be proposed at the time a parking plan is required.

b. The mixed-use shared parking program may also be requested exclusive of any other site plan review or permitting procedure.

c. Mixed-use shared parking plans shall be reviewed by, and are subject to the approval of, the Zoning Administrator.

d. Alternatively, the applicant may elect to have the shared parking plan reviewed by, and subject to the approval of, the City Council in a public hearing.

e. For changes of use in mixed-use projects, the parking necessary for the new mix of uses shall not exceed the parking required by the previous mix of uses.

4. Limitations on mixed-use shared parking.

a. The total number parking spaces required by Table 17.72A.A. and the total number of parking spaces required for a mixed-use commercial center and mixed-use development indicated in Table 17.72A.A. shall not be used to reduce the required parking in the Downtown Overlay District or a development that is defined as mixed-use development or mixed-use commercial center not in the Downtown Overlay District.

b. The total number of parking spaces required by Table 17.72A.A. shall not be reduced by more than twenty (20) percent.

5. Performance standards. The Zoning Administrator may authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing on-site parking subject to the following criteria:

a The respective hours of operation of the uses do not overlap., Schedule of Shared Parking Calculations. If one (1) or all of the land uses proposing to use joint parking facilities do not conform to one (1) of the general land use classifications in Table 17.72A.B., Schedule of Shared Parking Calculations, data shall indicate there is not substantial conflict in the principal operating hours of the uses. Such data may include information from a professional publication such as those published by the Institute of Transportation Engineers (ITE) or the Urban Land Institute (ULI), or by a professionally prepared parking study.

b A parking plan shall be submitted for approval which shall show the layout of proposed parking.

c. The property owners involved in the joint use of on-site parking facilities shall submit a written agreement subject to City approval requiring that the parking spaces shall be maintained as long as the uses requiring parking exist or unless the required parking is provided elsewhere in accordance with the provisions of this Article. Such written agreement shall be recorded by the property owner with the Klickitat County Recorder's Office prior to the issuance of a building permit, and a copy filed in the project review file.

Table 17.72A.B Schedule of Shared Parking Calculations

General Land Use Classification	Weekdays			Weekends		
	12:00 a.m. — 7:00 a.m.	7:00 a.m. — 6:00 p.m.	6:00 p.m. — 12:00 a.m.	12:00 a.m. — 7:00 a.m.	7:00 a.m. — 6:00 p.m.	6:00 p.m. — 12:00 a.m.
Office and industrial	5%	100%	5%	0%	60%	10%
Retail	0%	100%	80%	0%	100%	60%
Residential	100%	55%	85%	100%	65%	75%
Restaurant and bars	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Churches and places of worship	0%	10%	30%	0%	100%	30%
Cinema/theater, and live entertainment	0%	70%	100%	5%	70%	100%

How to use the schedule of shared parking. Calculate the number of parking spaces required by Table 17.72A.A. for each use as if that use were free-standing (the total number of parking spaces required by Table 17.72A.A. and the total number of parking spaces required for a mixed-use commercial center and mixed-use development indicated in Table 17.72A.A. shall not be used to reduce the required

General Land Use Classification	Weekdays			Weekends		
		12:00 a.m. —	7:00 a.m. —	6:00 p.m. —	12:00 a.m. —	7:00 a.m. —
	7:00 a.m.	6:00 p.m.	12:00 a.m.	7:00 a.m.	6:00 p.m.	12:00 a.m.

parking in the Downtown Overlay District, or a development that is defined as mixed-use development or mixed-use commercial center not in Downtown Overlay District.)

Applying the applicable general land use category to each proposed use, use the percentages to calculate the number of spaces required for each time period, (six (6) time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period. Select the time period with the highest total parking requirement and use that total as your shared parking requirement.

F. *Parking master plan.*

1. *Purpose.* A parking master plan is presented as an option to promote the safe and efficient design of parking facilities for sites larger than two (2) acres or those sites in the Downtown Type 1 Area as designated by the Downtown Plan larger than sixty thousand (60,000) square feet. The city recognizes that strict application of the required parking standards or ratios may result in the provision of parking facilities of excessive size or numbers of parking spaces. This results in excessive pavement and impermeable surfaces and may discourage the use of alternate transportation modes. A parking master plan provides more efficient parking through the following requirements.

2. *Applicability.* The parking master plan is appropriate to alleviate problems of reuse and is also applicable as an alternative to the above mixed-use shared parking programs.

3. *Procedure.*

- a. A parking master plan may be proposed at the time a parking plan is required.
- b. The parking master plan may also be requested exclusive of any other site plan review or permitting procedure.
- c. Parking master plans shall be reviewed by, and are subject to the approval of, the Zoning Administrator.
- d. For changes of use in mixed-use projects, the parking necessary for the new mix of uses shall not exceed the parking required by the previous mix of uses.

4. Limitations on parking master plans.

- a. The total number parking spaces required by Table 17.72A.A. and the total number of parking spaces required for a mixed-use commercial center and mixed-use development indicated in Table 17.72A.A. shall not be used to reduce the required parking in the Downtown Overlay District or a development that is defined as mixed-use development or mixed-use commercial center not in the Downtown Overlay District.
- b. The Zoning Administrator shall only permit reductions of up to twenty (20) percent of the total parking required per Table 17.72A.A.
- c. Reductions of more than twenty (20) percent of required parking shall be subject to approval by the City Council.

5. Elements of a parking master plan. The contents of the parking master plan shall include:

- a. A plan, which graphically depicts where the spaces and parking structures are to be located.
- b. A report, which demonstrates how everything shown on the plan complies with or varies from applicable standards and procedures of the City.

- c. The plan shall show all entrances and exits for any structured parking and the relationship between parking lots or structures and the circulation master plan.
- d. The plan, supported by the report, shall show the use, number, location, and typical dimensions of parking for various vehicle types including passenger vehicles, trucks, vehicles for mobility impaired persons, buses, other transit vehicles and bicycles.
- e. The plan, supported by the report, shall include phasing plans for the construction of parking facilities and any interim facilities planned.
- f. Whenever a reduction in the number of required parking spaces is requested, the required report shall be prepared by a registered civil engineer licensed to practice in the State of Arizona and shall document how any reductions were calculated and upon what assumptions such calculations were based.
- g. Parking ratios used within the report shall be based upon uses or categories of uses already listed within Table 17.72A.A., Schedule Of Parking Requirements (the total number of parking spaces required by Table 17.72A.A. and the total number of parking spaces required for a mixed-use commercial center and mixed-use development indicated in Table 17.72A.A. shall not be used to reduce the required parking in the Downtown Overlay District or a development that is defined as mixed-use development or mixed-use commercial center not in the Downtown Overlay District.)
- h. Such other information as is determined by the reviewing authority to be necessary to process the parking master plan.

6. *Performance standards.* Parking shall comply with the requirements of the Zoning Ordinance as amended except where application of the following criteria can show that a modification of the standards is warranted. This shall be determined by the Zoning Administrator pending review of the materials described in Subsection 5. above.

- a. The parking master plan shall provide sufficient number and types of spaces to serve the uses identified on the site.
- b. Adequate provisions shall be made for the safety of all parking facility users, including motorists, bicyclists and pedestrians.
- c. Parking master plans shall be designed to minimize or alleviate traffic problems.
- d. Parking spaces shall be located near the uses they are intended to serve.
- e. Adequate on-site parking shall be provided during each phase of development of the district.
- f. The plan shall provide opportunities for shared parking or for other reductions in trip generation through the adoption of Transportation Demand Management (TDM) techniques to reduce trip generation, such as car pools, van pools, bicycles, employer transit subsidies, compressed work hours, and High Occupancy Vehicle (HOV) parking preference.
- g. Surfacing of the lot shall be dust-proof, as provided by Section 9.106.C.1.
- h. The parking master plan shall attempt to reduce environmental problems and to further the City's compliance with the federal Clean Air Act amendments of 1990 through appropriate site planning techniques, such as but not limited to reduced impervious surfaces and pedestrian connections.
- i. Compliance with the federal Clean Air Act amendments of 1990 shall be considered.
- j. Reductions in the number of parking spaces should be related to significant factors such as, but not limited to:
 - i. Shared parking opportunities;
 - ii. Hours of operation;

- iii. The availability and incorporation of transit services and facilities;
- iv. Opportunities for reduced trip generation through pedestrian circulation between mixed-uses;
- v. Off-site traffic mitigation measures;
- vi. Recognized variations in standards due to the scale of the facilities;
- vii. Parking demand for a specified use; and
- viii. The provisions of accessible parking spaces beyond those required per Tables 17.72.090 or 17.72A.A.

k. Reductions in the number of parking spaces for neighborhood-oriented uses may be granted at a rate of one (1) space for every existing or planned residential unit located within two (2) blocks of the proposed use, and one-half (0.5) space for every existing or planned residential unit located within four (4) blocks of the proposed use.

7. *Approval.* The property owner involved in the parking master plan shall submit a written agreement, subject to City approval, requiring that the parking facility and any associated Transportation Demand Management (TDM) techniques shall be maintained without alteration unless such alteration is authorized by the Zoning Administrator. Such written agreement shall be recorded by the property owner with the Klickitat County Recorder's Office prior to the issuance of a building permit, and a copy filed in the project review file.

G. *Reserved.*

H. *Downtown Overlay District Program.*

1. *Purpose.* This parking program will ease the process of calculating parking supply for new buildings, remodels, or for buildings with new tenants or new building area.

This parking program consists of two (2) elements: Parking required and parking waiver.

2. *Parking required.* The amount of parking required shall be:

a. *If there is no change of parking intensity.*

i. If there is no change of parking intensity of the land use on any lot that has a legal land use existing as of July 31, 2003, no additional parking shall be required.

b. *Parking credits.*

i. Parking credits under this program shall be only for: parking improvement districts, permanent parking in-lieu credits, approved zoning variances for on-site parking requirements - unless the Zoning Administrator finds that the justification for the parking variance no-longer exists, and Parking P-3 District, except as provided in Section 17.72A.H.2.b.i.(1). Only these parking credits shall carry forward with any lot that has parking credits as of July 31, 2003.

(1). Parking credits associated with the Parking P-3 District shall continue to apply, unless the Parking P-3 District is removed from the property.

ii. The Downtown Overlay District does not void public agreements for parking payments of any type of parking program.

iii. Any parking improvement district credit(s) or permanent parking in-lieu credit(s) that the lot has that are in excess of the current parking demand shall remain with the lot.

iv. Property owners are still required to pay for any program that allowed them to meet the parking requirements.

c. *Increase in parking.*

i. When a property's parking requirements increase above the parking requirements on July 31, 2003, the new parking requirement is calculated as follows:

$(N - O) + T =$ number of parking spaces required

N = new (increased) parking requirement

O = old parking requirement (on July 31, 2003)

T = total of on-site and any remote parking spaces, plus any parking credits required on July 31, 2003 to meet the old parking requirement (excluding excess on-site and remote parking spaces and any excess parking credits).

ii. As applicable, Table 17.72A.A. shall be used to calculate N and O.

iii. A waiver to this requirement is in Section 17.72A.030 (H)(3).

3. *Parking waiver within the Downtown Overlay District.*

a. *Purpose.* This parking waiver is designed to act as an incentive for new buildings, and for building area expansions of downtown businesses, which the expansion will have a minimal impact on parking demand.

b. *Applicability.* Upon application, property owners may have parking requirements waived if they meet both the following criteria:

i. Are within the Downtown Overlay District, and/or the Downtown District; and

ii. The new building or the new area of a building expansion is used for retail, office, restaurant or personal care services uses allowed in the underlying district.

c. *Limitations on this parking waiver.*

i. Can be used only once per lot existing as of [date].

ii. Can be used for retail, office, restaurant or personal care services uses allowed in the underlying district at a ratio of one (1) space per three hundred (300) gross square feet.

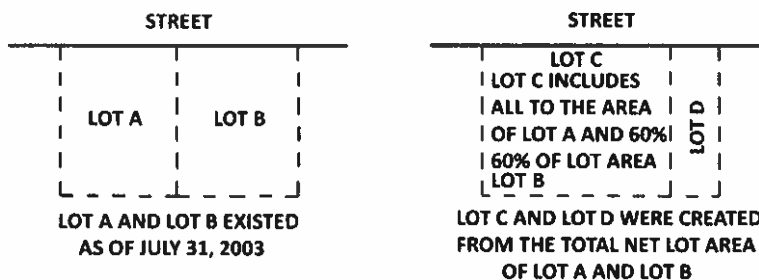
iii. Is limited to a maximum of two thousand (2,000) gross square feet of new building, or building area expansion. The two thousand (2,000) gross square feet per lot of new building, or building area expansion may be used incrementally, but shall not exceed two thousand (2,000) gross square feet of the building size of each lot existing as of [date].

(1) Except as provided in Section 17.72A.H.3.c.iii.(1)., a lot that is created after [date] from more than one (1) lot that existed as of [date] shall be allowed to utilize parking waiver as cumulative total of all lots that were incorporated into one (1) lot.

(2) A lot(s) that is created after [date] from a portion of a lot(s) that existed as of [date] shall be entitled to a waiver of area, as described in section 17.72A.030 (H)(3)(c)(iii), based on the pro-rata portion of the net lot that was split from the existing lot(s) and incorporated into the new lot(s). For example:

As shown in Figure 17.72A.A., Lot A and Lot B are reconfigured into two (2) new lot configurations, Lot C and Lot D. Lot C now includes all of the net lot area of Lot A and sixty (60) percent of the net lot area of Lot B. Lot C is entitled to the all of the waiver of Lot A and sixty (60) percent of the waiver of Lot B. Lot D is entitled only to forty (40) percent of the waiver of Lot B.

FIGURE 17.72A.A.

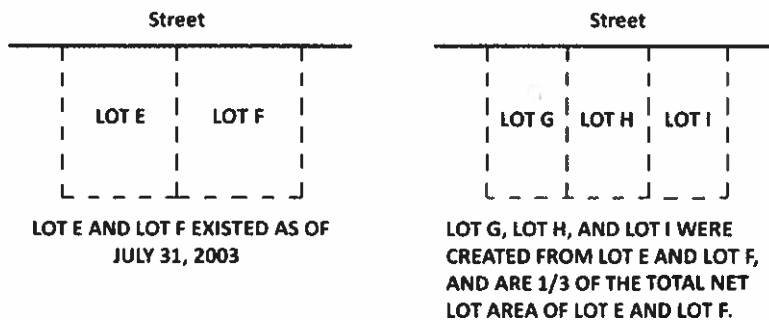


Therefore, Lot C's waiver would be three thousand two hundred (3,200) square feet of new building, or building area expansion; and Lot D's waiver would be eight hundred (800) square feet of new building, or building area expansion.

Another example may be:

As shown in Figure 17.72A.B., Lot E and Lot F are reconfigured into three (3) new lots, Lot G, Lot H, and Lots I. Lot G, Lot H, and Lots I are each equal to one-third ($1/3$) of the total net lot area of Lot E and Lot F. therefore, Lot G, Lot H, AND Lots I each are entitled to one-third ($1/3$) of the total waiver that is allowed for Lot E and Lot F.

FIGURE 17.72A.B.



Therefore, Lot G's, Lot H's, and Lot I's waiver each would be one thousand three hundred thirty-three and one-third (1,333.33) square feet of new building, or building area expansion.

iv. Cannot be used on land that issued to meet a property's current parking requirement unless the same number of physical parking spaces are replaced elsewhere on site, or through the purchase of permanent in-lieu parking credits.

d. *Residential addition parking waiver.* No additional parking is required for up to four new dwelling units that are added to a development as part of a 2,000 square foot (or smaller) nonresidential gross floor area expansion.

Parking and Business Improvement Areas

This page provides an overview of parking and business improvement areas (PBIAs) in Washington State, including their legal authority, formation process, and examples of existing PBIAs.

Overview

A parking and business improvement area (PBIA) is designed to aid general economic development and to facilitate merchant and business cooperation. It is a local self-help funding mechanism that allows business owners within a defined area to establish a special assessment district. Funds raised can be used to provide management, services, facilities, and programs to the district. In Washington PBIAs are authorized by statute. Several cities have code provisions for PBIAs, but many appear not to be active.

Statutes

- Ch. 35.87A RCW authorizes counties, cities, and towns to establish, after a petition submitted by businesses within the area, or by resolution adopted by the legislative body, a parking and business improvement area for the purposes set forth in RCW 35.87A.010.
- Establishment of business improvement areas in some Washington cities has been controversial. The authority of a city to utilize the statutory authority in Ch. 35.87A RCW to establish a PBIA has been upheld in Seattle v. Rogers Clothing for Men, Inc., 114 Wn.2d 213 (1990).

What Can a Parking and Business Improvement Area Do?

The activities in a parking and business improvement area are financed through a special assessment that is imposed on businesses, multifamily residential developments, and mixed-use developments located within the geographic boundaries of the area. The assessments can be used to finance: construction, acquisition, or maintenance of parking facilities in the area; decoration of public areas; promotion of public events in public places in the area; furnishing of music in any public place in the area; provision of maintenance and security of common public areas; or management, planning, and promotion of the area, including the promotion of retail trade activities in the area.

How Is a PBIA Formed?

Initiative or Resolution

A parking and business improvement area may be established by either having:

- The owners of businesses located within the geographic boundaries of the proposed parking and business improvement submit an initiation petition to the legislative authority of the local government having jurisdiction over the area; or
- The legislative authority of the local government passes an initiation resolution to create the parking and business improvement area.

Contents of Initiative or Resolution for PBIA

- A description of the boundaries of the proposed area;
- The proposed uses and projects to which the proposed special assessment revenues shall be put and total estimated cost; and
- The estimated rate of levy of special assessment with a proposed breakdown by class of business and multifamily residential or mixed-use project if such classification is to be used.
- Under RCW 35.87A.010(1), the petition must be signed by the operators responsible for 60 percent of the assessments by businesses and multifamily residential or mixed-use projects within the area.

Note: There is an apparent discrepancy/inconsistency between the 60 percent requirement for petitions under RCW 35.87A.010(1) and the 50 percent requirement under RCW 35.87A.030. MRSC legal consultants advise that the 60 percent requirement in RCW 35.87A.010 be used because that requirement is contained within the more recently amended section and is arguably in the more specific provision. Since there is some uncertainty in trying to reconcile these statutory provisions, the safer course is to go with the higher 60 percent threshold to avoid a challenge.

Hearing on Creating a PBIA

The legislative authority of the local government, after receiving a valid initiation petition from the business owners or after passage of an initiation resolution, must adopt a resolution of intention to establish a parking and business improvement area.

- During the public hearing process for the establishment of a parking and business improvement area, the legislative authority of the local government may change the geographic boundaries of the proposed area.
- The legislative authority of the local government must provide notice and give the public at least 15 days, after the proposed boundary change, for the public input.
- Proceedings shall terminate if protest is made by businesses and residential operators in the proposed area which would pay a majority of the proposed special assessments.

Ordinance Establishing PBIA

If the legislative authority, following the hearing, decides to establish the proposed area, it adopts an ordinance to that effect. The ordinance is to contain the following information:

- The number, date and title of the resolution of intention pursuant to which it was adopted;
- The time and place the hearing was held concerning the formation of such area;
- The description of the boundaries of such area;

- A statement that the businesses and multifamily residential or mixed-use projects in the area established by the ordinance shall be subject to the provisions of the special assessments authorized by [RCW 35.87A.010](#);
- The initial or additional rate or levy of special assessment to be imposed with a breakdown by classification of business and multifamily residential or mixed-use project, if such classification is used; and
- A statement that a parking and business improvement area has been established.
- The uses to which the special assessment revenue shall be put. Uses must conform to the uses as declared in the initiation petition presented pursuant to [RCW 35.87A.030](#).

Administration of PBIA

- The legislative authority has sole discretion as to how the revenue derived from the special assessments is to be used.
- The legislative authority may appoint existing advisory boards or commissions to make recommendations as to its use, or a new advisory board or commission may be created for the purpose
- The legislative authority may contract with a chamber of commerce or other similar business association operating primarily within the boundaries of the legislative authority to administer the operation of a parking and business improvement area.

Active PBIAs

- Aberdeen Municipal Code [Ch. 3.100](#) - Downtown Parking and Business Improvement District
- Olympia
 - [Ordinance No. 6375 \(2005\)](#) - Establishes a Parking and Business Improvement Area; levies special assessments on the businesses within the area; provides for the deposit of revenues in a special account; and provides for administration agreements
 - [Parking & Business Improvement Area Board](#)
 - [RFP for PBIA Marketing Campaign Proposal \(2008\)](#)
- Poulsbo - [Historic Downtown Poulsbo Association](#)
 - [Ordinance No. 89-04 \(1989\)](#) - Forms a business improvement area within the Downtown Poulsbo Area
 - [Downtown Parking Advisory Committee](#)
- Seattle [Business Improvement Areas](#), Office of Economic Development - Provides links to Seattle BIAs including Broadway/Capitol Hill, Chinatown/International District, Columbia City, Downtown, Metropolitan Improvement District, Seattle Tourism Improvement Area, Pioneer Square, University District, West Seattle, and SODO.
 - [Only in Seattle Initiative](#), Office of Economic Development - Support for Business Districts
 - [Tools for Business Districts](#)
 - [Create a Thriving Business District: A Guide to City and Neighborhood Business District Resources](#), 2007 Fifth Edition
 - [Business Improvement Area Handbook \(2012\)](#) - Resources for current and potential BIAs, including form procedures and operational issues

- Document Examples
 - [Ordinance No. 123714](#) (2011) - Establishes a Seattle Tourism Business Improvement Area
 - [Resolution No. 30389](#) (2001) - Adopts updated policies regarding the establishment and management of Parking and Business Improvement Areas (BIAs)
 - [Ordinance No. 119541](#) (1999) - Establishes a Downtown Parking and Business Improvement Area
 - [Resolution No. 29965](#) (1999) - Intention to establish a Downtown Parking and Business Improvement Area, and fixing a date and place for a hearing
- Spokane [Downtown Spokane](#)
 - [About the Business Improvement District](#)
 - Spokane Municipal Code [Ch. 4.31](#) - Parking and Business Improvement District
- Tacoma [Downtown Business Improvement Area](#) - Administered by the Local Development Council
- Wenatchee Municipal Code [Ch. 5.98](#) - Parking and Business Improvement Area
- Yakima [Downtown Yakima](#)
 - [Downtown Yakima Business Improvement District \(Dybid\) Advisory Board](#), Council Boards and Commissions (Scroll down page)
 - [Resolution No. R-2008-114](#) - Provides for dissolution of the previously established Parking and Business Improvement Area Number One with the intent of considering a petition to creating a new Downtown BIA
 - [Ordinance No. 2001-36](#) (2001) - Initiates the reformation of a parking and business improvement area in the North Front Street area of downtown Yakima, and establishing special assessments for certain uses and projects within such parking and business improvement area
 - [Resolution No. R-2009-171](#) - Authorizes the city manager to execute the Committee for Downtown Yakima agreement for professional and ambassador services for the City of Yakima to provide maintenance, management and safety ambassador services in the Downtown Yakima Public Improvement District (DYBID) - Includes contract

Last Modified: July 03, 2018



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Center Place, Environmental Mitigation Agreement, Water and Sewer Utility Upgrades
Presentation: Pat Munyan, City Administrator

Action Required

Authorize signing of Environmental Mitigation Agreement between the City of White Salmon and Andrew Harman, dba Andrew Harmon Construction providing for the exchange of 4 water and 4 sewer connections for improvements made to both water and sewer lines.

Proposed Motion Options

Motion to approve Environmental Mitigation Agreement between the City of White Salmon, and Andrew Harmon, dba Andrew Harmon Construction providing for the exchange of 4 water and 4 sewer connections for improvements made to both water and sewer lines.

Explanation of Issue

The proposed Environmental Mitigation Agreement provides for the city waiving short plat fees, wastewater connection fees, and water connection fees and Andrew Harmon Construction providing for the installation of utilities, dedication of easements and the construction of utility improvements. The agreement provides that the city will design and prepare the plans and specifications for utility improvements located within NE Center Place and NE Pioneer Place and will use an engineer to inspect and supervise the construction and utility improvements. The agreement provides that Andrew Harmon Construction will construct and install the utility improvements

Recommendation of Staff/Committee

Staff recommends authorizing the signing of the Environmental Mitigation Agreement with Andrew Harmon Construction providing for the exchange of 4 water and 4 sewer connections for improvements made to both water and sewer lines.

ENVIRONMENTAL MITIGATION AGREEMENT

This Utility Construction Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of White Salmon, hereafter referred to as "City", a municipal corporation duly organized and validly existing under the laws of the State of Washington ("City"),

and

Andrew Harmon, dba Andrew Harmon Construction, WA UBI No. 602 199 645, WA Contractors License No. ANDREHC858C7, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer has requested connection the City wastewater and water system to execute a future Short Plat (as defined herein) on property located within the City of White Salmon as well a future Short Plat (as defined herein) on property located within Klickitat County (the "Properties"); and

WHEREAS, the City finds the proposed wastewater and water utility improvements, for the future Short Plat located within the City, are necessary to mitigate environmental impacts related to the development to relocate and reconstruct service lines in the area that pose a future risk to public health and safety.

WHEREAS. This Agreement is entered pursuant to chapter 43.21C RCW, the State Environmental Policy Act ("SEPA") and WMC Title 18, Environment. This Agreement provides for the mitigation of existing, known and anticipated environmental impacts which are associated with the Developer's project. This Agreement is not, and shall not be construed as, a voluntary agreement pursuant to RCW 82.02.020.

WHEREAS, the City and Developer has determined that it is in their interest to work together to eliminate potential public health and safety issues; and

WHEREAS, the City and Developer enter into this Agreement as an interim agreement for development of the Utility improvements necessary to serve the Property; and

WHEREAS, the City has agreed to waive short plat fees, wastewater connection fees, water connection fees, as described later in this agreement, and provide Engineering plans and inspections as their cost share to said improvements.

WHEREAS, the installation of utilities, dedicating easements, and construction of the utility improvements (as set forth herein) are components of the City wastewater and water distribution system; and

WHEREAS, Developer hereby agrees to comply with all requirements of the City's construction standards and any other City resolutions, ordinances, policy or master plan; and

WHEREAS, Developer understands that under White Salmon's Land Development Codes, the Developer will be required to record a short plat for townhouse residential units or will need to obtain site plan approval for multi-family residential housing; and

WHEREAS, this Agreement shall be fully executed prior wastewater and water delivery.

WHEREAS, execution of this Agreement binds the Properties and all future owners thereof, Developer represents that it is the owner of the Properties with full authority to execute this agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Developer mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I INCORPORATION INTO AGREEMENT

SECTION 1.01. The foregoing recitals are hereby ratified and conformed as being true and correct and are hereby made a specific part of this Agreement.

ARTICLE II DEDICATIONS AND CONSTRUCTION

SECTION 2.01. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context herein otherwise requires.

"Agreement" means this Construction Agreement.

"Plat" means White Salmon Short Plat and/or future Klickitat County (enter #) and does not mean any other replatting or a final plat that may occur after the date of this Agreement.

"City" means the City of White Salmon, a municipal corporation duly organized and validly existing under the laws of the State of Washington.

"City Administrator" means the chief executive officer of the City or such chief executive officer's designee.

"Construction Contracts" means all contracts entered into by Developer for the construction and inspection of the Utility improvements.

"Contractors" means the firms entering into construction Contracts with Developer.

"County" means the Klickitat County, a political subdivision of the State of Washington.

"Developer" means Andrew Harmon, dba Andrew Harmon Construction, and each and every successor-in-title to the property, or any portion thereof.

"Department" means the City's Public Works Department.

"Director" means the Public Works Director, his designee or another authorized representative of the City.

"Onsite Private Facilities" means all water and sewer facilities not conveyed to the City and are not located within dedicated rights-of-way or City owned easement areas, including but not limited to all plumbing facilities located on private property, not including those fixtures or facilities installed or to be installed within any building. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.

"Parcel" shall mean any final short plat within the Property or any portion of the Property sought to be developed through the approval of a final plat or site plan within the City and/or County.

"Plans and Specifications" means the plans, specifications and any other technical data necessary for the construction of the Utility Improvements for the Property. The Plans and Specifications shall be prepared and certified by a Washington State registered professional engineer.

"Properties" means the State of Washington, Klickitat County parcels 03102411000700 and 03111914030100, or as further divided..

"Utility Improvements" means that portion of the necessary storm sewer, water sanitary sewer, and/or reuse facilities necessary to serve the Property, including but not limited to, any and all storm sewer pipes, catch basins, water mains, valves, fitting, fire hydrants, fire lines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, wastewater reuse lines, services and all appurtenances and easements thereto necessary for complete water, sanitary sewer, and/or reuse system.

SECTION 2.02. CONSTRUCTION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereto", thereof," and any similar terms, shall refer to this Agreement.

SECTION 2.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE III CONSTRUCTION OF UTILITY IMPROVEMENTS

SECTION 3.01. CITY'S OBLIGATIONS.

(A) Design: The City, at its sole cost and expense, with the aid of a Washington State registered professional engineer, shall be responsible for designing and preparing

the Plans and Specifications for the Utility Improvements located within NE Center Place and NE Pioneer Place. All plans, specifications, and calculations submitted for review shall be sealed and signed by a Washington State registered professional engineer. The Plans and Specifications shall be approved in writing by the Department and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Department and a construction permit is issued.

- (B) Inspection: The City, at its sole cost and expense, shall retain the services of a Washington State registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Utility Improvements to insure compliance with accepted civil engineering practices and approved Plans and Specifications. Prior to Developer conveying the Utility Improvements to the City, the engineer shall certify in writing that the construction and installation of such facilities comply with accepted civil engineering practices and are in substantial conformance with approved Plans and Specifications. The City is obligated to make inspections of all the construction work performed by the Developer and permitted by the City under the terms of this Agreement. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications nor shall any inspections, if undertaken, abrogate the Developer's one year warranty to the City as to the quality and condition of the materials and workmanship.

SECTION 3.02 DEVELOPER'S OBLIGATIONS

- (A) Construction and Installation: The Developer, at its sole cost and expense, shall construct and install the Utility Improvements *(with the exception of all existing wastewater connection and water meter services connected to Utility Improvements which the City is obligated to tap and connect and Developer is obligated to excavated as needed)* in accordance with the approved Plans and Specifications.
- (B) On-Site Private Facilities: Developer, its successors and/or assigns, shall be responsible for on-site private facilities, and are subject to, depending on parcel location, White Salmon or Klickitat County building Departments agency approval. Such facilities are not considered part of this Agreement. The City shall not be liable for any defects or repairs to the On-Site Private Facilities.
- (C) Compliance with Applicable Laws: The work to be performed by Developer pursuant to the provisions, set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this Agreement as well as all applicable Federal laws, State statutes, County and City ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved Plans and Specifications.

- (D) Approvals and Permits: The Developer or its agents, at their sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for the Utility Improvements contemplated in the approved Plans and Specifications.
- (E) Accuracy of Information: The Developer shall furnish to the City accurate information with regard to all matters under this Agreement, including, without limitation, information contained in the Plans and Specifications. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.
- (F) Compliance with City Code: Developer acknowledges it has reviewed and agrees to be bound by all applicable requirements of the City codes and standards with respect to the execution of Service Agreements for wastewater and water and associated fees (unless otherwise specified in this agreement) as more fully described in subparagraph (I) below and all other provisions, ordinances, resolutions and regulations related to the City's wastewater and water system. The service agreements shall be filed and approved by the City prior to wastewater use and water meter activation.
- (G) Service Agreements and Developer's Phasing Plan: Developer agrees that the Service Agreement (described above) shall be in a form acceptable to City and shall be applicable to any addition land divisions that may occur in the future. The Developer and City herein agree the number of equivalent residential connections needed to be furnished by this agreement is two (2) wastewater connections for parcel # 03102411000700, two (2) wastewater connections for parcel # 03111914030100, two (2) water connections for parcel # 03102411000700 and two (2) water connections for parcel # 03111914030100. It is herein understood that these service connections, in part, are subject to short plat approval by the City of White Salmon and/or Klickitat County depending on location of parcel(s) and cannot be reassigned to a different parcel in the event of short plat denial.
- (H) Construction of Utility Improvements. Developer shall use only licensed and insured contractors for all work to be performed on the construction of Utility Improvements. Developer shall verify and correct any field conflict.

SECTION 3.03. SURETY BONDS OR OTHER SECURITY. Developer shall post a Surety Bond ("Bond") or Letter of Credit ("LC") in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications as a guarantee that the work will be completed in accordance with the approved Plans and Specifications. The Bond or LC shall be posted with a surety company or bank acceptable to the City and which is authorized to write Bonds or LC of such character and amount under the laws of the State of Washington. The attorney-in-fact or other officer who signs a Bond or LC must file with such bond a certified copy of his power-of-attorney authorizing him to do so. A bond must be countersigned by the surety's Washington agent. In all such bonds, the City shall be named as "Obligee". A surety company must have an A. M. Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of

Class "V" or better to be acceptable to the City. In all such bonds, the City shall be named as "Obligee".

SECTION 3.04. INSURANCE. Developer shall enter into Construction Contracts that require each Contractor to provide insurance coverage in accordance with the following requirements:

- (A) General liability insurance shall be provided on an "occurrence" basis, if available, and if not, on a Claims-made basis and shall be written for the following limits of liability as a minimum: (1) bodily injury, \$1,000,000 each occurrence and \$2,000,000 each aggregate, and (2) property damage, \$250,000 each occurrence and \$500,000 each aggregate.
- (B) All policies shall provide that they cannot be canceled or materially altered except after 30 days advance written notice to the City and shall name the City as an additional insured.

SECTION 3.05. CONVEYANCE OF UTILITY IMPROVEMENTS TO THE CITY. Upon completion and approval of the Utility Improvements, or each segment thereof, Developer shall convey the Utility Improvements to the City and provide the City with conveyance documents and Warranties and Bonds as required by the City's Ordinances or other regulations and in a form acceptable to the City Attorney.

Delivery to and acceptance by the City Council of all documents and related materials required for the Utility Improvements shall constitute final acceptance by the City of these improvements.

ARTICLE IV GENERAL PROVISIONS

SECTION 4.01. Nothing contained herein shall be deemed to waive or modify any other lawful code provision, ordinance, resolution or regulation of the City as a prerequisite to authorization of water capacity which is contained in a City code provision, ordinance, resolution or regulation nor shall this Agreement be applied in a manner which causes the City to violate any bond covenant or obligation.

SECTION 4.02. ASSIGNMENT, CONVEYANCES OR TRANSFERS OF THIS AGREEMENT. The partial or full assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless and until all of the following conditions are met:

- a. It is in writing in a form approved by the City Council;
- b. The City consents in writing, which consent shall not be unreasonably withheld and is a party to said assignment, to the conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement;
- c. The Developer is not in default under this Agreement; and

- d. Such rights and/or obligations are assumed in writing by an assignee or transferee in a form acceptable to the City.

SECTION 4.03. TRANSFER OR CONVEYANCE OF DEVELOPER'S PROPERTY.

- a. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City which release shall not be unreasonably withheld by the City. Any diminution in financial strength of the assignee relative to the Developer shall constitute reasonable grounds for the City to withhold consent to release Developer from liability under this agreement. Moreover, Developer shall not be released as provided for herein if Developer is in default under this Agreement. Further, the obligations set forth herein and in any agreements entered into pursuant hereto shall run with and bind the land, Developers successors and assigns, and all future owners of any part of the Property.
- b. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof, by recording of this Agreement and by actual delivery of its contents. However, failure to deliver a copy of the contents hereto shall not in any way whatsoever relieve purchasers or subsequent owners of their obligation to be bound by the terms herein.

SECTION 4.04. NOTICES. All notices hereunder must be in writing and shall be mailed as follows;

For the City of White Salmon: City of White Salmon
City Administrator
PO Box 2139
White Salmon, WA. 98672

For the Developer: Andrew Harmon
P.O. Box 1052
White Salmon, WA. 98672

Notice so addressed and sent by prepaid certified mail, wit return receipt requested, shall be deemed validly given when deposited in the United States mail.

SECTION 4.05. PROMULGATION OF REASONABLE RULES OF SERVICE. City shall have the right to promulgate from time to time, reasonable rules and regulations relating to the furnishing of wastewater and water to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits and future connection charges and the right to discontinue service under certain conditions. The water rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the County or City service area of the City of White Salmon's Wastewater and Water systems. Developer hereby acknowledges and agrees that rates are subject to change at any time by City.

SECTION 4.06. EXCLUSIVE RIGHTS OF CITY.

- a. City shall have the exclusive right to furnish wastewater and water service to consumers within the Property covered by this agreement. (exception; parcels not within 500 feet of a wastewater collection line are not subject to this agreement)
- b. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or Agreement for retail wastewater and water service under the standard terms and conditions as promulgated by the City;
- c. The City reserves the right to make full use of the wastewater and water facilities to be owned by the City as contemplated herein to serve other customers at any time; and to take all other actions with respect to its wastewater and water systems as permitted by law.

SECTION 4.07. DEFAULT. The occurrence of any of the following during this Agreement shall constitute a default:

- a. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
- b. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement;
- c. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure dismissal within thirty (30) days of its filing;
- d. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
- e. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or
- f. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall be voidable at the option of the City.

SECTION 4.08. REMEDIES. Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Washington State law, and in addition thereto, the City shall be entitled to any or all of the following remedies, which are cumulative:

- a. No final inspections shall be approved by the City;
- b. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Washington State law on any payments due to City from Developer which were not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement; and
- c. The City shall be entitled to lien the Property pursuant to RCW 35.21.290 and foreclose the lien in satisfaction of any payments due under this Agreement.

SECTION 4.09. MISCELLANEOUS PROVISIONS.

- a. This Agreement constitutes the entire agreement between the Parties for all matters contained herein and shall supersede all previous agreements or representations either oral or written with respect to all matters contained herein. All prior agreements between Developer and City pertaining to any matters specifically covered by this Agreement are hereby canceled and declared of no force and effect to the extent they are in conflict herewith.
- b. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- c. This Agreement shall be recorded by the Developer at Developer's expense, among the Public Records of Klickitat County, Washington, for the particular purpose of placing all owners or occupants of Developers Property connected to or to be connected to said water systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the Parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the said water systems of City shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.
- d. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.
- e. The headings and subheadings use throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the Parties hereto agree that they be disregarded in construing the provisions of this Agreement.

- f. The recitals to this Agreement are true and correct and are hereby incorporated as an integral and material part of this Agreement.
- g. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or any other business entity for which he purports to acts.
- h. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs (including paralegal) at trial and through and including appeals.
- i. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term of this Agreement. The receipt by City of any waiver of payment, any payment or any portion of payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year indicated below:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ANDREW HARMON, dba ANDREW HARMON CONSTRUCTION,

ANDREW HARMON

CITY OF WHITE SALMON:

By David Poucher, its Mayor

ATTEST:

Jan Brending, City Clerk/Treasurer

APPROVED AS TO FORM:

CITY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED BY WHITE SALMON CITY COUNCIL ON ____,20___. THE CITY MAYOR IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

STATE OF WASHINGTON)
) SS:
COUNTY OF KLICKITAT)

Before me personally appeared DAVID POUCHER as Mayor of the City of White Salmon, a Washington municipal corporation, to be well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this ____ day of _____, 20.

Notary Public
For the State of Washington
My Commission Expires:

THIS AGREEMENT HAS BEEN APPROVED BY ANDRES HARMON, DBA ANDREW HARMON CONSTRUCTION, ON ____,20__.

STATE OF WASHINGTON)
) SS:
COUNTY OF KLICKITAT)

Before me personally appeared Andrew Harmon, dba Andrew Harmon Construction, well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this ____ day of _____, 20.

Notary Public
For the State of Washington
My Commission Expires:



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: November 6, 2019
Agenda Item: Scope of Work and Cost Estimate, White Salmon River Source Reliability Study
Presentation: Pat Munyan, City Administrator

Action Required

Approve Scope of Work and Cost Estimate for White Salmon River Source Reliability Study

Proposed Motion Options

Motion to approve Scope of Work and Cost Estimate in the amount of \$245,000 with Aspect Consulting LLC for White Salmon River Source Reliability Study contingent upon signing contract with Washington Department of Ecology for \$250,000 grant.

Explanation of Issue

The city has a contract with Aspect Consulting LLC for professional services. The proposed scope of work and cost estimate would extend the current contract and provide for additional services for a cost of \$245,000. The city was notified verbally that it will receive a \$250,000 grant from the Department of Ecology to conduct the White Salmon River Source Reliability Study.

The scope of work will be used by the Department of Ecology to develop the contract/agreement with the city for the grant funds.

Recommendation of Staff/Committee

Staff recommends approving the Scope of Work and Cost Estimate in the amount of \$245,000 with Aspect Consulting LLC for the White Salmon River Source Reliability Study contingent upon signing a contract/agreement with Washington Department of Ecology for a \$250,000 grant.

White Salmon River Source Reliability Study

Scope of Work

Aspect Consulting LLC

Prepared: October 30, 2019

Project Background

Aspect Consulting, LLC (Aspect) recently completed an appraisal level study that investigated whether the White Salmon River would serve as a suitable alternative municipal water source for the City of White Salmon (City). Alternative sources are needed to meet the City's drought reliability criteria, while also providing the potential for concurrent instream flow benefits in tributaries to the White Salmon River. Potential synergy with a new White Salmon Irrigation District (WSID) alternate source project was also investigated as part of the study. The study, which was completed in 2017, was funded by the Washington State Department of Ecology (Ecology) Office of Columbia River (OCR).

The City has consistently relied on surface water diversions from Buck Creek and Jewett Springs to provide drinking water supplies for its customers. In response to seasonal demand and reliability issues, the City made improvements to their system in 1999 to augment surface water supplies from Buck Creek with two new groundwater sources (Wells 1 and 2). This allowed the City to relegate Jewett Springs to a backup supply.

Declining aquifer levels associated with Wells 1 and 2 have necessitated greater reliance on Buck Creek (seasonally). During the 2015 drought, this prompted the City to move forward with plans to restore Jewett Springs as a permanent water source. However, concerns expressed by State and Tribal fisheries managers about the value of both Jewett Creek and Buck Creek to fish prompted consideration of additional water sources and strategies. The City expressed a willingness to consider alternate ways to meet their public water system reliability needs while concurrently meeting fisheries objectives, and convened an advisory group consisting of local, state, and federal agencies and key stakeholders.

An opportunity exists to create a new surface water diversion on the White Salmon River with shared benefits for both instream aquatic resources and the City. The new diversion would require significant upgrades to the City system, including: a new screened intake from the White Salmon River, pumping infrastructure, a new surface water treatment facility, disinfection, transmission main improvements, and operational changes. Groundwater options were also explored but were deemed less feasible than surface water, based on cost and reliability.

Such a project could result in approximately 3.2 cubic feet per second (cfs) of instream flow benefit for aquatic resources and anadromous fish species on Buck Creek and Jewett Creek. Approximately 2.2 cfs of late summer and fall water rights on Buck Creek would be exchanged for an equivalent amount of water rights on the White Salmon River; 1 cfs of Jewett Springs rights would be similarly exchanged. The City would rely on Buck Creek in the winter, spring, and early summer as its primary source of drinking water, and to replenish the City's source wells via an aquifer storage and recovery (ASR) project funded previously by OCR. The City would then rely on the White Salmon River source to supply drinking water

during the summer and fall. Year-to-year source substitution dates could be coordinated with fishery co-managers via an adaptive management process to make sure the City's needs are met while maximizing fish benefits.

The White Salmon Irrigation District (WSID) is also exploring two water conservation projects related to reducing diversion quantities on Buck Creek. The first project seeks to improve diversion on Buck Creek with improvements to screening and conveyance. This project would reduce diversion quantities by 2.39 cfs to 4.11 cfs. The second project involves relocating the existing diversion to the White Salmon River by installing a new surface water intake and pump station. This alternative would reduce diversion from Buck Creek by the full quantity of 6.5 cfs.

A shared WSID and City alternative (Alternative 5A) considered as part of the appraisal study received majority endorsement by the Advisory Group. This alternative would consist of the following project elements: (a) a new shared surface water diversion on the White Salmon River in the vicinity of the WSID pipeline bridge; (b) a new City surface water treatment facility and pipeline conveyance; and (c) a new piped system for WSID and pump station as the primary supply. For Alternative 5A, the City would retain Buck Creek diversions as an auxiliary diversion point with a diversionary schedule set by a trust water agreement with Ecology. The total project cost of this alternative was estimated at approximately \$11.5 million (2017 dollars) with an estimated water savings of 2,103 acre feet per year. A major consideration of this alternative is the absence of an identified site for the needed surface water treatment infrastructure for the City, which would be determined during this feasibility study.

The City has retained Aspect to complete a detailed feasibility study of the proposed project. Project goals include the completion of necessary studies and preliminary engineering suitable for feasibility assessment as well as documentation of permitting and design requirements for the selected alternative. Aspect recommends a phased approach to completing the proposed work as described in scope of work detailed below.

Scope of Work

This scope of work describes the tasks, products, and fee estimate to complete the following tasks. Each task includes sufficient project management to conduct regular monthly team meetings by phone to ensure ongoing coordination and communication for the project.

Phase 1: Update Advisory Group and verify data is suitable for alternatives analysis

Task 1 – Project kickoff, team and stakeholder meeting

Task 2 – Gather and review project data, assess suitability of available water quality data

Phase 2: Verify alternatives analysis supports slow sand filtration plant

Task 3 – Analysis of treatment requirements and treatment system alternatives

Phase 3: Slow sand filtration pilot study

Task 4 – Surface water treatment pre-design / pilot study

Phase 4: Slow sand filtration design

Task 5 – Preliminary facility siting and conveyance alignment alternatives

Task 6 – Pre-permitting and agency coordination

Task 7 – Preliminary design

Task 8 – Preliminary engineering report

Phase 1

Task 1 – Project Kickoff, Team and Stakeholder Meeting

Aspect will provide effective team and stakeholder coordination and overall leadership during the project. This task involves:

- Preparing for and attending a project kick-off meeting with Advisory Group members. Representatives from the consultant team will attend the kick-off meeting in person. Aspect will provide a meeting agenda and informational materials and take notes during the meeting. The Advisory Group has not met in over a year. The goal of this effort is to ensure they know what to expect during the current project timeline, and how phasing will provide opportunities for feedback.

Products:

- *Kick-off meeting materials and meeting minutes.*

Assumptions:

- *Two-hour kick-off meeting in White Salmon, followed by field tour of project area.*

Task 2 – Gather and Review Project Data, Assess Suitability of Available Water Quality Data

The Aspect team will:

- Gather and review existing City, resource agency, and other relevant data, including: available GIS data; current City Water System Plan; information on existing City water treatment plant (slow sand filtration), including prior pilot study report, engineering reports, as-built drawings, treatment plant operations and maintenance plan, and available water quality monitoring data; relevant survey, topographic (LiDAR), soils, and geotechnical data in the project area; and historic and recent water quality monitoring data for the White Salmon River. Some of this information is available from previous studies and will be updated since the last report.
- Identify any data gaps and immediate data needs.
- Conduct limited field reconnaissance of the proposed project area and location of proposed improvements, including: new surface diversion location, transmission main alignments, potential locations for siting treatment facility, etc. Field work will focus on visual assessment of potential geohazards, fluvial geomorphologic, and aquatic habitat conditions, as well as potential recreational impacts. Preparations will include coordination with the City regarding

property access and timing of planned field work, development of a field work plan, field maps and data forms, and a field safety plan. Following the field work, collected data and photos will be organized, cataloged, and provided to the City.

- Incorporate data into GIS as needed.
- Complete an assessment of the integrity of available water quality data for the White Salmon River for use on this project. The assessment will focus on the extent and availability of data with emphasis on periods of rapid and seasonal changes in water quality conditions within the expected window of anticipated operations of a proposed treatment plant or during emergency operations.
- Prepare for and attend a data integrity meeting with the City and representatives from the Washington State Department of Health (DOH) to review findings from the data assessment and verify if the data is sufficient to complete an analysis of treatment system alternatives under Task 3. Aspect will provide a meeting agenda and informational materials and take notes during the meeting. We note that the City has expressed a desire for slow sand filtration for the new source to mirror operations, maintenance, operator expertise, required equipment, and other factors. The evaluation will focus on whether this preference can be met with the raw water quality data available. In the event that the extent and availability of data does not meet DOH requirements, then Aspect will rescope with the City to plan for and execute additional water quality monitoring to better characterize raw water per DOH direction.

Products:

- *Field work and safety plan (pdf format).*
- *Completed field notes, photos, inventory forms, etc.*
- *Project basemap and updated GIS data file.*
- *Draft and final water quality assessment memorandum (pdf format).*
- *Meeting materials and meeting minutes.*
- *Email summary to Advisory Group on conclusion of this phase of the project and next steps.*

Assumptions:

- *Our phasing plan assumes that the available water quality information pre- and post-Condit Dam removal will be sufficient for this phase. If DOH determines otherwise, we will work with Ecology to rescope the next phases as needed for additional data collection.*
- *No additional source water monitoring is needed to characterize raw water. Available water quality data for the White Salmon River is adequate to complete a preliminary determination of a suitable treatment method. A summary of historic surface water information for the White Salmon River is presented in the White Salmon River Source Reliability Study (Aspect, 2017).*
- *Immediate data necessary for the project is readily available for use by the consultant team.*
- *City to coordinate with property owners as needed for consultant team access.*
- *City staff are available to assist in the data gathering and field work as needed.*
- *Field reconnaissance effort limited to one full day (8 hours) for two consultant staff. Site visits to commence the day following the kick-off meeting.*

- *Field work does not include detailed site reconnaissance, topographic survey, or water quality sampling and analysis necessary for proposed project siting analysis, pilot study, and preliminary design effort.*
- *Prompt agency review cycle on water quality assessment memorandum.*
- *Two-hour data integrity meeting in White Salmon.*

Phase 2

Task 3 – Analysis of Treatment Requirements and Treatment System Alternatives

The Aspect team will:

- Evaluate source water conditions and finished water quality requirements to compare appropriate and applicable water treatment alternatives for the proposed new surface water source considering the following DOH guidance:
 - Finished drinking water quality requirements.
 - Raw water characteristics, including extent and availability of data.
 - Current and future capacity needs of the City.
 - Existing required water system components.
 - Operational capacity, expertise, and available resources.
 - Waste disposal, management, and waste discharge permitting considerations.
 - Preliminary capital and annual O&M costs.
- Prepare a draft treatment alternatives memorandum with recommendation regarding a preferred treatment alternative and submit to the City and resource agency staff for review and comment. The treatment alternatives memorandum will expand upon the existing Source Appraisal Report (Aspect, 2017), and provide the analysis of alternatives documenting feasibility for the preferred alternative. We note that the City has expressed a desire for slow sand filtration for the new source to mirror operations, maintenance, operator expertise, required equipment, and other factors. This memo will evaluate whether this preference can be met with the raw water quality data available, or if needed, through additional monitoring to characterize raw water conditions as described under Task 2.
- Review comments on the draft treatment alternatives memorandum and prepare preliminary responses.
- Schedule and hold a conference call with the City and resource agency staff to review comments and draft responses and obtain direction necessary to prepare the final memorandum.
- Revise and finalize the treatment alternatives memorandum and submit to DOH for approval.

Products:

- *Draft and final treatment alternatives memorandum (pdf format).*

Assumptions:

- *Only minor comments from the City and resource agencies on the draft treatment alternatives memorandum. Unless necessary to correct errors, no significant new work or rework unless additional funding is provided.*
- *Analysis of alternatives to be limited to the surface water treatment options identified in the Source Reliability Study (Aspect, 2017).*
- *Any proposed slow sand filtration system alternatives are assumed to have similar design as the City's existing treatment system in operation on Buck Creek, and will incorporate feedback from the City for design, construction, and operational costs of the existing system.*
- *As noted above, the City has expressed a desire for slow sand filtration treatment for the proposed new source. In the event that slow sand filtration is not a viable treatment option, Aspect will rescope with the City and OCR. Otherwise, Task 4 below assumes that slow sand filtration is a viable treatment option for advancement to a pilot study phase.*

Phase 3

Task 4 – Surface Water Treatment Pre-Design / Pilot Study

A pilot-scale study of an assumed slow sand filtration treatment technology will be completed to demonstrate that treated water will meet water quality standards, determine final design parameters, and estimate construction and operation costs. The pilot study will be of sufficient duration (approximately 12 months) to demonstrate the effectiveness, stability, and reliability of the proposed treatment system over a range of water quality conditions, including the period(s) of most challenging conditions.

The Aspect team will:

- Coordinate with DOH regional engineering staff to verify the pilot study duration, objectives, and required monitoring program components (parameters, monitoring locations, frequency of monitoring, equipment, etc.).
- Develop a pilot study plan which outlines study goals and objectives, monitoring programs, operational requirements, equipment needs, layout, calculations, and study costs. The monitoring program will follow DOH guidance and will describe the study duration, water quality parameters, monitoring frequency for each parameter, equipment needs, and personnel and/or outside laboratories responsible for monitoring and analysis. The pilot study plan will incorporate necessary content to meet Ecology's Quality Assurance Project Plan (QAPP) requirements.
- Submit a draft pilot study plan to DOH, OCR, and the City for review and comment.
- Review comments on the draft pilot study plan and prepare preliminary responses.
- Schedule and hold a conference call with DOH, OCR, and the City to review comments and draft responses and obtain direction necessary to prepare the final pilot study plan.
- Revise and finalize the pilot study plan and submit to DOH for approval.
- Execute an approved pilot study for the proposed water treatment technology following the approved pilot study plan. Includes water quality monitoring and sampling and analysis of both

raw surface water and the City's distribution system water to better characterize existing conditions and inform initial treatment component design.

- Prepare a pilot study report which summarizes and evaluates study data, determines feasibility of proposed treatment for full-scale implementation, identifies final design and operating parameters, and identifies cost projections. Submit the report to DOH, OCR, and the City for review and comment.
- Review comments on the draft pilot study report and prepare preliminary responses.
- Schedule and hold a conference call with DOH, OCR, and the City to review comments and draft responses and obtain direction necessary to prepare the final pilot study report.
- Revise and finalize the pilot study report and submit to DOH for approval.

Products:

- *Draft and final pilot study plan (pdf format).*
- *Draft and final pilot study report (pdf format).*

Assumptions:

- *Scope and budget for pilot study assumes a 12-month study duration.*
- *Pilot study plan incorporate necessary content to meet Ecology's QAPP requirements.*
- *Assumes the City will provide appropriate facilities/location for pilot testing. Pilot testing assumed to be completed at the City's existing source water treatment plant using project-specific testing equipment supplied by City and discharge to waste.*
- *Aspect to support start-up activities and provide on-call support to City staff during pilot testing.*
- *City staff to complete day-to-day sampling, operations of pilot testing system, and sampling costs.*
- *The remaining tasks presented below assume that slow sand filtration is a viable treatment option for advancement to a proposed project siting analysis and preliminary design effort.*

Phase 4

Task 5 – Preliminary Facility Siting and Conveyance Alignment Alternatives

The Aspect team will:

- Complete a parcel suitability assessment for potential siting of a proposed treatment facility and conveyance pipeline. The assessment will focus on likely treatment plant size, existing land use, setback requirements, access/easement needs, potential impacts (noise, critical areas, etc.), and other requirements.
- Prepare maps and schematics showing potential parcels, property ownership, proposed facility locations, and proposed conveyance alignments consistent with Alternative 5a.
- Support City staff efforts in conducting landowner outreach. It is envisioned that the City will lead the outreach effort by phone or by letter to gage landowner support and solicit input for the project.

Attachment A – Scope of Work

- Prepare for and attend a conference with City staff to review landowner feedback and determine if additional work is needed.
- Prepare a draft conceptual facility siting and conveyance alignment alternatives memorandum with recommendation regarding a preferred alternative for implementation of Alternative 5a and submit to the City and resource agency staff for review and comment. The memorandum will incorporate findings from the parcel suitability assessment and results of the landowner outreach effort.
- Review comments on the draft memorandum and prepare preliminary responses.
- Schedule and hold a conference call with the City and resource agency staff to review comments and draft responses and obtain direction necessary to prepare the final memorandum.
- Revise and finalize the conceptual facility siting and conveyance alignment alternatives memorandum.

Products:

- *Key landowner outreach materials (pdf format).*
- *Draft and final conceptual facility siting and conveyance alignment alternatives memorandum (pdf format).*

Assumptions:

- *City to lead landowner outreach effort and provide a written summary of initial landowner interest and any other input received for incorporation into the memorandum.*
- *Transactional due diligence not included in this budget. Additional effort required for chain of title, easement, and Phase I ESA services may be recommended prior to acquisition as part of a future phase of work.*
- *Only minor comments from the City and resource agency staff on the draft memorandum. Unless necessary to correct errors, no significant new work or rework unless additional funding is provided.*

Task 6 – Pre-Permitting and Agency Coordination

The Aspect team will:

- Arrange and attend early permit coordination meetings with the City and select resource agencies to establish permitting requirements and lead agencies. At a minimum, the following permits have been identified as necessary for the future construction of the proposed project and will be explored during this phase of the project:
 - DOH: new source approval.
 - Ecology: 401 Water Quality Certification, water rights approvals, NPDES Construction Stormwater Permit.
 - Washington State Department of Natural Resources: Aquatic Use Authorization.
 - WDFW: Hydraulic Project Approval.
 - US Army Corps of Engineers: Section 10 and Section 404.
 - NMFS and USFWS: ESA Section 7 Consultation.

- Klickitat County: Shoreline Substantial Development Permit, Conditional Use Permit.
- Washington State Department of Archaeology and Historic Preservation: cultural resources survey (Executive Order 05-05).
- Local permits: City Building Permit, City/County floodplain permitting, County Shorelines and non-floodplain Critical Areas permits.
- Consult with City and resource agencies to develop a succinct permitting plan and schedule.

Products:

- *Itemized listing of required permits by permitting agency, detailed permitting plan and schedule (pdf format).*

Assumptions:

- *Permitting support not provided in this budget.*

Task 7 – Preliminary Design

The Aspect team will:

- Refine design criteria and develop preliminary (30%) design for a proposed surface water intake with screen, wet well, and pump station that identifies sizing, material, and appurtenances.
- Refine design criteria and develop preliminary (30%) design for a proposed water transmission main from the White Salmon River intake structure to the proposed treatment facility and ultimately to the City's municipal distribution system that identifies preliminary pipe diameter, material, alignment, and appurtenances.
- Refine design criteria and develop preliminary (30%) design for a water treatment facility including pre-treatment (e.g., coagulation, settling, roughing filter), primary treatment (e.g., slow sand filtration), and disinfection (e.g., chlorination / sodium hypochlorite) with contact tank. The level of detail would include facility dimensions, basic mechanical feature identification, structural components (excluding structural engineering), identification of electrical power supply, controls, and telemetry.
- Estimate quantities and develop preliminary (30%) construction cost estimates for system components.

Products:

- *Preliminary (30%) engineering drawings (11 x 17, pdf format).*
- *Preliminary (30%) cost estimate (pdf format).*

Assumptions:

- *Preliminary design level is assumed to be supported by the budget allowed under the grant. Because this phase is dependent on the success and regulatory feedback on the previous three phases, there is uncertainty in the percent design that can be completed under this task. The goal is to achieve 30% design. Based on the earlier phases, if budget is insufficient, a reduced conceptual design (e.g. down to 10%) will be coordinated with the regulatory agencies. Alternative, the City may coordinate with funders to evaluate options to add additional budget to achieve a higher level of design.*

- *It is anticipated that preliminary engineering drawings (plan, section, and profile) developed at this level of design will include the minimal level of detail required to convey design intent and reflect improvements needed.*

Task 9 – Preliminary Engineering Report

The Aspect team will:

- Prepare a draft preliminary engineering report. The preliminary engineering report will summarize agency regulations; design criteria; approach and methodology; raw water characteristics; treatment alternatives considered and preferred alternative selected; results from the pilot study; preliminary engineering design assumptions, calculations, construction costs, and operational considerations; project permitting; etc. The preliminary design report will be submitted to the City and resource agency staff for review and comment.
- Review comments on the preliminary engineering report and prepare preliminary responses.
- Schedule and hold a conference call with the City and resource agency staff to review comments and draft responses and obtain direction necessary to prepare the final report.
- Revise and finalize the preliminary engineering report.
- Prepare scope and budget for next phase of work and summarize remaining data gaps.

Products:

- *Draft and final preliminary engineering report (pdf format).*

Assumptions:

- *Only minor comments from the City and resource agencies on the draft preliminary engineering report. Unless necessary to correct errors, no significant new work or rework unless additional funding is provided.*
- *Any work to address DOH comments is done during subsequent design stages.*

Project Budget

Task Title	Aspect Labor	Aspect Expenses	Sub Cost	Task Total
Task 1 – Project Kickoff, Team and Stakeholder Meeting	\$ 6,800	\$400		\$ 7,200
Task 2 – Gather and Review Project Data, Assess Suitability of Water Quality Data	\$ 22,000	\$600		\$ 22,600
Task 3 – Analysis of Treatment Requirements and Treatment System Alternatives	\$ 24,000			\$ 24,000
Task 4 – Surface Water Treatment Pre-Design / Pilot Study	\$ 80,000		\$ 23,500	\$ 103,500
Task 5 – Preliminary Facility Siting and Conveyance Alignment Alternatives	\$ 24,500			\$ 24,500
Task 6 – Pre-Permitting and Agency Coordination	\$ 6,500			\$ 6,500
Task 7 – Preliminary Design	\$ 10,000		\$ 10,000	\$ 20,000
Task 8 – Preliminary Engineering Report	\$ 9,700		\$ 10,000	\$ 19,700
Overall Project Management	\$ 17,000			\$ 17,000
Total	\$ 219,500	\$ 1,000	\$ 43,500	\$ 245,000



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, October 16, 2019
DRAFT

Council and Administrative Personnel Present

Council Members:

Jason Hartmann – by phone
Donna Heimke
Marla Keethler
Ashley Post
Amy Martin

Staff Present:

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

1. Call to Order

Mayor Dave Poucher called the meeting to order at 6:00pm. There were approximately 40 people present.

2. Roll Call

All Council members present. Jason Hartmann called in by phone.

3. Comments – Public and Council

Lloyd DeKay, White Salmon Community Partners and White Salmon Valley Metropolitan Park District said he brought in Fall/Winter banners that the White Salmon Community Partners have for the downtown light poles. He said they have enough for the 8 light poles downtown. DeKay said they have summer ones but are not sure where there are at. He said he thought the City may have taken them down when the lights were replaced and stored them somewhere on City property.

DeKay said the White Salmon Valley Pool Metropolitan Park District is meeting with the school board on October 24, 2019 regarding the property they would like to use for the new pool. He said this meeting will decide whether their use is approved. DeKay said if they approve the use of the school property, it is the intent of the Park District to release the City property as an option.

Rusty Neff, Klickitat County Resident said he is representing 9 homeowners that paid to install a fire hydrant on Highway 141 that was removed during the emergency water line repairs at Bald Mountain. He said he noticed the fire hydrant had been removed but was never notified by the city. Neff said that when he contacted the city, he was told that the hydrant had never been used, was in a bad location, and that the fire department had given the okay to remove it. He said his current homeowner insurance rate is dependent on a fire hydrant being within a certain proximity of his home. Neff stated that according to Wes Long of Fire District 3 the fire hydrant has been checked regularly and used on many occasions including the 2012 Highway 141 Fire. He said he is concerned about fire protection for his home and the neighboring homes. Neff said he is disappointed that the city never attempted to contact him regarding the removal of the fire hydrant.

Patrick Munyan, City Administrator (responding per Mayor Poucher’s request) provided Rusty Neff a copy of a letter submitted by Pioneer Engineering regarding the reasons for the removal of the fire hydrant. Munyan said that even with the emergency repairs the water line is in extremely poor shape. He said having the fire hydrant on the line would allow “water hammering” which would create more leaks that would require emergency repairs. Munyan said the most recent emergency repair cost the city \$200,000. He said the line will be replaced in the coming years and noted the agenda item related to a Public Works Board Pre-Construction Loan that addresses the beginning stages of the project that will replace the water line. Munyan said that when the line is replaced, the fire hydrant will be replaced.

Rusty Neff said he wants to see the fire hydrant returned to Fire District 3 since they purchased the hydrant. He said he would like to ask that there be better communication from the city when issues like this come up.

Patrick Munyan said this fire hydrant situation is unique in that it was purchased by residents. He said that if the city had known this from the beginning there would have been immediate communication with the homeowners including providing information about replacing the hydrant when the water line is upgraded.

George Mersereau, Klickitat County Resident said that city should be able to put an adapter on the standpipe to replace the hydrant.

Pat Munyan responded that the standpipe was bypassed and currently there is not water available to the pipe.

George Mersereau said that he understands. He said he wants the hydrant replaced when the pipe is replaced.

4. **Changes to the Agenda**

Marla Keethler requested adding an agenda item - Downtown Winter Decorations. There was a consensus of the council to add the agenda item.

Jason Hartmann requested that the Executive Session regarding the review of city employee(s) performance be moved to the November 6, 2019 city council meeting.

There was a consensus of the council to move the Executive session to the November 6, 2019 city council meeting.

5. **Reconsideration of Ordinance 2019-10-1053, Adopting WSMC 8.50 Single-Use Carryout Bags**

Dave Poucher opened the discussion per council request. He said he is proud of the collaborative group effort to instill a bag ban. Poucher said he sees the discussion or disagreement is situated around the implementation of the bag ban.

Poucher reminded commenters that there would be a 2-minute maximum comment time per person.

Charlie Pluckon, Klickitat County Resident said he shops in the city. He said he is concerned about the rise in irrational and emotionally based legislature across the country. Pluckon said the environmental impact is a wash. He said the United States contributes to 1% of the ocean pollution. Pluckon said if Harvest Market really does hand out 1 million plastic bags per year that is only 25 cubic yards which is nothing in comparison to the big picture. He said the plastic bags he receives are not single use because he reuses them at his home as trash liners and more. Pluckon said this is a meaningless ordinance that has no real impact but to show moral superiority.

Jerry Smith, Klickitat County Resident said he supports the Mayor's veto.

Ruth Olin, White Salmon Resident said she wants the fee to stand. She said she does not support the veto. Olin said there needs to be a fee to encourage change. She said businesses could have implemented the bag ban without the legislation, but they have not.

George Mersereau, Klickitat County Resident said he supports the Mayor's veto.

Brad Bookmyer, Klickitat County Resident said people should have a choice if they want to pay for a bag. He said currently the charge for the bags is being paid for in the increased cost of goods at the store. Bookmyer said implementing the bag ban with the fee allows people who bring their own bag to bypass paying for bags they do not use.

Kristie Tolmie, Klickitat County Resident said she supports the Mayor's Veto.

Tamara Shannon, Hood River, Oregon Resident said she fought for the bag ban in Hood River, Oregon. She said she is a retired forester. Shannon said she was disappointed when Hood River lifted the fee. She said it does not matter what the fee is, the point is to reuse bags. Shannon said the goal is to eliminate disposable bags, plastic or paper, thereby saving resources. Shannon said any single-use bag is an unnecessary use of resources. She said she is embarrassed that California is better at recycling than Oregon. Shannon said she would like to see a big sign that says, "Don't Forget Your Bags!". She said the goal is to get people to form new habits.

Becky Miles, Community Upcycle said she wants to clear up the intention of Community Upcycle. She said there has been some negative things said about the group by a narrow, special interest group. Miles said the goal of the group is to support a safe, clean and desirable community to live, work and play. She said members of the group came together with a common desire to reduce the use of plastic bags in the Gorge. Miles said the group sponsors community programs which teach children how to sew their own grocery bags out of recycled materials. She said adults have participated in sew-a-thons to make grocery bags that Harvest Market allows them to sell as a fundraiser. Miles said the money raised goes back into school education programs that support recycling. She said group has built reusable bag receptacles to put at Harvest Market and Ace Hardware. Miles said a lot of research went into cultivating a good policy that would fall in line with possible future state legislation. She said the group has communicated with the Grocery Association and the owner of Harvest Market to make sure that ordinance was sustainable. Miles said the group found overwhelming support from local businesses. She said she hopes that Community Upcycle will be seen in a new light.

Claire Gilchrist, White Salmon Resident said she moved here from a place with a plastic bag ban with a charge. She said she always brings her own bags. Gilchrist said when she moved here, she stopped bringing her own bags. She said she realized that when this ordinance came about. Gilchrist said she supports the charge for bags because it encourages people to rethink their habits.

Janet Warren, White Salmon Resident said as a profession she did research for evidence-based policy. She said she would be required to read through it and boil information down to be easily communicated. Warren asked, if the veto stands and the bag charge is removed, has anyone asked the businesses if they will continue to stand with the ordinance. She said if the answer is no, then there should not be a vote, because the businesses entered into a social contract.

Mark Schmitt, White Salmon Resident said that after the veto, the mayor contacted people who supported the veto to come and make comment at the council meeting. He said this invitation was not right in that it should have been made to everyone, not just to those who supported the veto. Schmitt said he supports the bag ban and fee.

Marty James, White Salmon Resident said he supports the Mayor's Veto.

Chris Moore, White Salmon Resident said he supports the bag ban. He said he has been able to use the same bags for the last 25 years. He said that he is an outdoorsman and sees plastic bags every time he goes out -- in the rivers and hiking. Moore said the bags are bought here, but they effect the entire area of the Gorge and beyond. He said he is a financial analyst and he supports the bag fee because one of the most successful way to create a change is to create an impact financially.

Susan Svensson, White Salmon Resident said she sews her own bags. She said she is disappointed in the veto.

Chrissy Trask, White Salmon Resident said she supports the bag ban as written. She said the truth is that the fee is necessary to create the change desired.

Dana Scheffler, White Salmon Resident said he is disappointed in the veto. He said he encourages the Council to overturn the veto.

Pam Springer, Lyle, Washington Resident said she support the ordinance as written. She said we owe it to the future generations to make a change.

Discussion

Marla Keethler said most of the e-mails she received were in support of the ordinance. She said she was encouraged to hear all sides of the discussion. Keethler said the council is elected to represent all residents of White Salmon and she hopes the takeaway is that as a resident there is value in coming forward and stating your point of view. She said at the end of the day, the discussion is regarding an issue. Keethler said the discussion should be centered around the issue and not attacks on people or groups of people. Keethler said we are all striving to create a

community that we are proud to live in. She said that the takeaway she got from the comments was that waste is an issue. She said there is compelling research including a study done in Buenos Aires where a bag ban with a fee was implemented in certain communities and not in others. Keethler said the study saw less bags used in the communities that charged a fee. She said there were comments made tonight in support of that same point.

Ashley Post said at the last meeting it was a very easy yes to vote because the council had not heard any opposition up to that point. She said she was glad to have multiple viewpoints represented tonight. Post said one of the viewpoints she found important was the question of whether the bag ban and fee will discourage people from buying goods in White Salmon, which are already priced higher than other neighboring communities. She said the city already struggles to keep people buying in White Salmon and not going to Hood River or The Dalles. Post said another concern is the impact on our residents that are already struggling financially. She said most of the bags currently handed out in White Salmon are plastic. She said if this changes to mostly paper, she would expect the price difference to be compensated in the cost of goods if the fee did not accompany the change. Post said in this case it would make more sense to have the fee. She said this would allow people to choose if they wanted to pay for the bag or bring their own.

Amy Martin said she was glad to see the different viewpoints. She said this was a community lead effort to encourage a change that people wanted to see.

Donna Heimke said she has no problem with the bag ban. She said she wants to encourage responsible environmental practices. Heimke said the fee does bother her. She said in her experience, she did not grow up in the Northwest and was not used to bringing her own bags. Heimke said she had to train herself to bring her bags. She said that took trial and error to remember the bags. Heimke said that rather than imposing a fee, why not discontinue providing any bags. She said this allows people to bring their own bags but not be required to pay a fee.

Marla Keethler said that bags have become an expectation of the shopping experience. She said there are many countries that do not provide bags at all. Keethler said providing no bags could be an interesting route to go. She said she believes that the option to buy the bag at check-out is a good middle ground.

Ken Woodrich said that in order to overturn the veto the council needs a super majority vote of 4 out of 5 council members.

**Moved by Amy Martin. Seconded by Jason Hartmann.
Motion to overrule the veto of Mayor David Poucher of Ordinance 2019-10-1053, Adopting WSMC 8.50 Single-Use Carry Out Bags. CARRIED 5 to 0.**

6. Public Works Board Pre-Construction Loan Contract

Pat Munyan said the City was awarded a loan from the Public Works Trust Fund in the amount of \$750,000 to be used for design, engineering and environmental review of replacing the 14-inch water main line that comes into town down from Buck Creek. He said the design process is expected to take two years. Munyan said the contract with Public Works Trust Fund is required in order to receive the funds awarded.

Moved by Amy Martin. Seconded by Donna Heimke.

Motion to authorize the Mayor to sign the Public Works Board Pre-Construction Loan Contract in the amount of \$750,000. CARRIED 5 to 0.

7. Intergovernmental Agreement – Klickitat County, Buildable Lands Inventory and Housing Analysis

Pat Munyan said Klickitat County is hiring FSC Group to prepare a buildable lands inventory, housing needs and economic opportunity analysis which includes the City of White Salmon and the surrounding urban exempt area. He said this will give the city information needed to complete the comprehensive plan update regarding land inventory. Munyan said the city's share of the project is \$42,802 and the funds are currently in the 2019 budget and will be carried over into 2020.

Discussion

Marla Keethler asked if the 2009 study was similar to this study.

Pat Munyan said that was an urbanization study and this study is specifically focused on housing.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorize the Mayor to sign the Intergovernmental Agreement with Klickitat County related to buildable lands inventory and housing analysis in the amount of \$42,802. CARRIED 5 to 0.

8. Lateral Police Officer – Vacation Leave

Pat Munyan said a request is being made to the city council to increase vacation leave for lateral police officers Frank Randall and Ed Gunnyon to 16 hours per month. He said that in 2017 the chief of police unintentionally made a commitment to Frank Randall, outside of union contract, that Randall's vacation leave would increase to 16 hours per month (from 14 hours per month) after two years of service in White Salmon. Munyan noted that retired chief Tracy Wykoff has provided a letter outlining the agreement he made with Frank Randall. He said Randall's increase of leave would be effective April 1, 2019 and Gunnyon's increase would be effective two years from his hire date.

Discussion

Ashley Post asked if retired Chief Tracy Wykoff knew that he was breaking the contract.

Pat Munyan said he does not believe that Retired Chief Wykoff knew he was in violation of the union contract when the agreement was made.

Dave Poucher said he believes the increase in leave was used as an incentive to retain a lateral officer that was able to start right away. He said lateral police officers are valuable because they do not have to go through the academy and the training that new hire officers are required to complete.

Chief Mike Hepner said that the usual cap out for vacation time for experienced officers is 16 hours a month. He said Ed Gunnyon was brought in at 14 hours a month.

Donna Heimke asked if the city was setting a precedent by making these adjustments to the leave.

Pat Munyan said that if Frank Randall is given an increase it is only right to provide Ed Gunnyon, who is also a lateral officer, with the same agreement.

Moved by Ashley Post. Seconded by Amy Martin.

Motion to authorize an increase in vacation leave for lateral police officers Frank Randall, effective April 1, 2019; and Edward Gunnyon, effective August 16, 2021, from 14 hours per month (4.2 weeks per year) to 16 hours per month (4.8 weeks per year) and noting that this action will not constitute a “past practice” related to union contracts. CARRIED 5 to 0.

9. Downtown Winter Decorations

Marla Keethler said she would like to propose that the city invest in holiday/winter decorations for the downtown. She said she spoke with Jan Brending, Clerk Treasurer briefly about a budget. She said Brending has responded that there would need to be a budget amendment but there are funds that could be allocated to this project. Keethler said she has found a company in Oregon that could provide all the items proposed. She said she would like to propose a 9-foot Santa riding on a salmon to be placed at Fireman’s Park; light pole flags and shimmering snowflakes for the eight light poles beginning at Riverview Community Bank; and a light up skyline display saying “Seasons Greetings” hung across either Jewett Blvd or Main Ave at the City Hall Building. Keethler said an incentive to complete this project this year is that there are allocated funds from the pool passes and Movies in the Park, that did not get used that could be reallocated to this project. She said if the city opted for all the items proposed, including shipping, the cost would be \$10,840. Keethler said that Jan Brending gave a rough budget number of \$5,000- \$7,000 that could be available. She said she itemized the items so that adjustments could be made to adhere to any budget provided.

Discussion

Dave Poucher said he thinks this is a great idea.

Amy Martin asked who would be installing the decorations.

Marla Keethler said ideally the city would install the decorations.

Poucher suggested enlisting the help of White Salmon Community Partners.

Pat Munyan said that he has made plans for a conduit to be placed on the back side of City Hall, as well as the Police Station.

Amy Martin said she loves the decoration. She said she would like to see the Seasons Greeting Sign located at the Police Department Office.

Marla Keethler said she went with more generic winter decorations so that they could be up for a longer period of time.

The council and staff discussed how the decorations could be stored.

**Moved by Amy Martin. Seconded by Donna Heimke.
 Motion to approve the holiday winter downtown decorations proposal with the Waving Santa on Salmon, Flag Banners Option B, and the Seasons Greeting Sign in the amount of \$10,840. CARRIED 5 to 0.**

Discussion

Ashley Post asked where Marla found the supplier Crystal Valley.

Marla Keethler said she found them by searching online. She said the value is that the shipping cost is much less than other suppliers and it would arrive within 4 weeks of ordering. Keethler said she also chose the company based on the ability to customize the banners for a much more reasonable cost. She said this company is a single source provider. Keethler suggested an option is to use the existing fall/winter banners from White Salmon Community Partners and utilize the budgeted amount to buy summer banners.

**Moved by Donna Heimke. Seconded by Amy Martin.
 Motion to amend the previous motion that funds up to \$10,840 may be used to purchase holiday winter downtown decorations. CARRIED 5 to 0.**

**Moved by Donna Heimke. Seconded by Amy Martin.
 Motion to approve the purchase holiday winter downtown decorations in an amount not to exceed \$10,840. CARRIED 5 to 0.**

10. Consent Agenda

- a. Approval of Minutes – October 2, 2019
- b. Approval of Vouchers.

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16th day of October, 2019.

Type	Date	From	To	Amount
Claims	10/16/2019	35455	35495	359,059.32
	10/16/2019	EFT	EFT	9,344.54
			Claims Total	368,403.86

Manual Claims	10/06/2019	EFT	EFT	500.80
			Manual Total	500.80
			Total All Vouchers	368,904.66

Moved by Donna Heimke. No second to the motion.
Motion to approve the consent agenda.
Donna Heimke withdrew her motion.

Discussion

Ashley Post asked the following correction to be made on page 4 under discussion of Ordinance 2019-10-1053 Adopting WSMC 8.50 Single-Use Carryout Bags:

“Ashley Post said she feels the statistics that have been provided show when there is no fee the use of paper bags increases. She said she questions if it is the government’s right to require a fee.”

Moved by Ashley Post. Seconded by Amy Martin.
Motion to amend the October 2, 2019 meeting minutes as noted. CARRIED 5 to 0.

Moved by Donna Heimke. Seconded by Amy Martin.
Motion to approve the consent agenda with corrections. CARRIED 5 to 0.

12. Department Head and Council Reports

Mike Hepner, Police Chief said on Tuesday Officer Kate Daniels will be working on her own. He said Officer Maddie McIlwain will graduate from the academy on December 10, 2019.

Russ Avery, Public Works Operations Manager said the department is working with the state to get winterizing materials including salt and sand at a cheaper price.

Pat Munyan, City Administrator said the Transportation Improvement Board (TIB) contacted him about the Garfield Street grant application. He said they are considering funding it but want some modifications to the public parking, drainage and sidewalks. Munyan said they want the project to be extended an additional block as well. He said modifications to the original grant application have been made and the grant resubmitted to the Transportation Improvement Board. He said it would be a 95% grant requiring 5% matching funds from the city.

Ken Woodrich, City Attorney said he was at the City Attorney Conference where increased bid limits were discussed and updates on employment law and Indian law were provided.

Ashley Post, Council Member said the Tree Board has issued a Request for Proposal (RFP) for an arborist to prune some city trees. She said there is a City Operations Meeting on Tuesday, October 22, 2019 at 5:30pm.

Marla Keethler, Council Member said the short-term rental ordinance will be back before the council on November 06, 2019 with adjustments made based on the feedback form the public

hearing. She said the State House Bill 1406 passed and which allows for reallocation of some state tax monies back to cities and counties to be used for housing. She said she represented the City of White Salmon in a meeting with the Klickitat County, City of Goldendale and City of Bingen to discuss and collaboratively determine the best way to maximize the incoming revenue for housing. Keethler said the consensus was for the county to make the implementation rather than each city having a much smaller piece of the funds. She said it was suggested that a Memorandum of Understanding between the three cities and the county be developed stating the three cities are not enacting State Bill 1406, but instead deferring to the county. Keethler said the MOU would include a long-term plan to clarify the process. She said she believes the MOU will be brought to the council on November 20, 2019. Keethler said it needs to be completed by the end of the year. Keethler said that City Hall looks great. She said that she and Pat Munyan will be meeting with Jerry Lewis, Superintendent of the White Salmon Valley School District to discuss vocational training opportunities for students who are not on a college path. She said this discussion is prompted as the beginning steps of the community center the city is considering building. Keethler said that the Community Development Committee discussed parking ordinances at its most recent meeting.

Ashley Post asked what the changes to the short-term rental ordinance have been included.

Marla Keethler said the tier structure was changed to a flat fee of \$75 per unit or space being advertised. She said they changed the wording regarding inspections from mandatory to discretionary. Keethler said this makes the inspections only necessary if there is a cause for concern or need for the inspection. She said the ordinance is aimed at creating a registration process rather than a regulation process.

Donna Heimke, Council Member said she and the Budget Committee have been working on the budget for 2020.

Pat Munyan, City Administrator said the land trust group will be making a presentation to the council in a few weeks. He said it will be a good presentation with good information to help the city make decisions moving forward.

13. Adjournment

The meeting adjourned at 7:43 p.m.

David Poucher, Mayor

Jan Brending, Clerk Treasurer