

White Salmon City Council Meeting

A G E N D A

July 21, 2021 – 6:00 PM

119 NE Church (Fire Hall)

Hybrid Meeting: In Person and Via Zoom Teleconference

Meeting ID: 882 4910 6539 Passcode: 678797



Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799

The city council will hold a hybrid meeting – in person and via Zoom teleconference.

If attending via Zoom teleconference, we ask that those audience members call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption. Thank you.

Individuals who are not fully vaccinated must wear a mask if attending the in-person meeting.

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

II. Changes to the Agenda

III. Public Comment

Public comment will be taken in person and also by email. Send email public comment to janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, July 21, 2021. No public comment will be taken via Zoom teleconference

IV. Consent Agenda

- A. Task Order, General Consulting Services - Anderson Perry (not to exceed \$10,000)
- B. Personal Services Contract, Cameron McCarthy, Park Plan (\$63,778)
- C. Approval of Meeting Minutes - July 7, 2021 (minutes to be posted on July 19)
- D. Approval of Vouchers

V. Business Items

- A. Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Statutes by Reference
 - 1. Presentation and Discussion
 - 2. Action
- B. Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference
 - 1. Presentation and Discussion
 - 2. Action

VI. Reports and Communications

- A. City Council Members
- B. Department Heads

VII. Executive Session

- A. The City Council will meet in Executive Session pursuant to RCW 42.30.110(1)(i) to discuss potential litigation.

VIII. Adjournment

File Attachments for Item:

A. Task Order, General Consulting Services - Anderson Perry (not to exceed \$10,000)



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: July 21, 2021
Agenda Item: Task Order, Anderson Perry & Associates – General Services Agreement
Presented By: Pat Munyan, City Administrator and Jan Brending, Clerk Treasurer

Action Required

Authorization for mayor to sign task order with Anderson Perry & Associates for general services for work related to the city's water system up to \$10,000.

Proposed Motion

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

Move to authorize the Mayor to sign task order with Anderson Perry & Associates for general services for work related to the city's water system up to \$10,000.00

Explanation of Issue

The city has a master personal services agreement with Anderson Perry & Associates for engineering services related to the city's water and wastewater system. It requires that task orders for each project be approved. There are a number of times when the city needs engineering services for assisting in submitting grant/loan applications or working on a very small project. The "general services" will allow for these smaller items to move forward with getting a specific task order. The task order for general services provides for a cap of \$10,000.

Staff Recommendation

Staff recommends the council authorize the mayor to sign the task order with Anderson Perry for "general services."

TASK ORDER

General Consulting Services

This Task Order shall be attached to and become a permanent part of the Agreement for Engineering Services entered into by and between the City of White Salmon, Washington (Owner) and Anderson Perry & Associates, Inc. (Consultant).

Scope of Work:

This scope of work consists of providing miscellaneous services on an as requested basis. From time to time, the Owner may call on the Consultant to perform various engineering tasks.

Consulting Services:

The Consultant will:

1. Provide project management services to coordinate activities with the Owner.
2. Provide miscellaneous engineering, environmental, cultural resource, and other services on an as requested basis.

Compensation:

The Owner will compensate the Consultant for performing "Consulting Services" on a time and materials basis, plus direct reimbursable expenses not to exceed \$10,000, per the Consultant's current Hourly Fee Schedule, attached.

This Task Order is executed on the date shown below.

Owner: City of White Salmon

Consultant: Anderson Perry & Associates, Inc.

By: _____

By: Jake Hollopeter

Name: _____

Name: Jake Hollopeter, P.E.

Title: _____

Title: Vice President

Date: _____

Date: 7-14-21

HOURLY FEE SCHEDULE

April 1, 2021

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician I\$ 50.00	Engineering Technician I \$ 95.00	Archaeological Technician I.....\$ 50.00
Technician II\$ 60.00	Engineering Technician II \$100.00	Archaeological Technician II.....\$ 55.00
Technician III\$ 70.00	Engineering Technician III \$105.00	Staff Archaeologist I\$ 65.00
Technician IV\$ 80.00	Engineering Technician IV \$110.00	Staff Archaeologist II\$ 70.00
Technician V\$ 85.00	Engineering Technician V \$115.00	Project Archaeologist I\$ 75.00
Technician VI\$ 90.00	Staff Engineer I\$110.00	Senior Archaeologist I\$ 95.00
Technician VII\$ 95.00	Staff Engineer II\$120.00	Senior Archaeologist II\$115.00
Senior Technician I\$100.00	Project Engineer I\$125.00	
Senior Technician II\$110.00	Project Engineer II\$130.00	PROJECT REPRESENTATIVES
Senior Technician III\$115.00	Project Engineer III\$135.00	Project Representative I\$ 95.00
Senior Technician IV\$120.00	Project Engineer IV\$140.00	Project Representative II\$100.00
Senior Technician V\$125.00	Project Engineer V\$150.00	Project Representative III.....\$105.00
Senior Technician VI\$130.00	Project Engineer VI\$155.00	Project Representative IV\$110.00
Senior Technician VII\$135.00	Project Engineer VII\$160.00	
Senior Technician VIII\$160.00	Senior Engineer I\$165.00	OVERTIME
Senior Technician IX\$175.00	Senior Engineer II\$170.00	Overtime Surcharge\$ 35.00
	Senior Engineer III\$175.00	
	Senior Engineer IV\$185.00	
	Senior Engineer V\$190.00	
	Senior Engineer VI\$195.00	
	Senior Engineer VII\$200.00	
	Senior Engineer VIII\$215.00	

SURVEYORS AND CREWS

Survey Technician I\$ 65.00	Professional Land Surveyor I ... \$120.00	Total Station\$ 23.00
Survey Technician II\$ 80.00	Professional Land Surveyor II .. \$135.00	ATV (4-hour minimum)\$ 30.00
Survey Technician III\$ 85.00	Professional Land Surveyor III . \$145.00	Resource Grade GPS\$ 20.00
Survey Crew Chief I\$ 90.00	Professional Land Surveyor IV . \$165.00	Electrofischer\$ 25.00
Survey Crew Chief II\$ 95.00	Professional Land Surveyor V .. \$175.00	Unmanned Aircraft System
Survey Crew Chief III\$100.00	GPS Total Station\$ 40.00	(UAS/Drone)\$ 45.00
	Robotic Survey Station\$ 30.00	GIS RTK GPS/GNSS Unit.....\$ 30.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.56 per mile for standard highway vehicles as of January 1, 2021. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

File Attachments for Item:

B. Personal Services Contract, Cameron McCarthy, Park Plan (\$63,778)



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: July 21, 2021
Agenda Item: Personal Services Contract, Cameron McCarthy, Park Plan (\$63,778)
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for mayor to sign contract for updating the city's Park Plan with Cameron McCarthy in the amount of \$63,778.

Proposed Motion

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

Move to authorize the Mayor to sign personal services contract with Cameron McCarthy for updating the city's Park Plan in the amount of \$63,778.

Explanation of Issue

The city issues a Request for Proposals for updating the city's park plan. It received two proposals which were evaluated by Ashley Post, Jason Hartmann, Jan Brending, and Marla Keethler. The City Operations Committee authorized staff to negotiate with Cameron McCarthy for a scope of work and cost estimate for the project which are attached. The cost for the project is \$63,778.

Staff Recommendation

Staff recommends the council authorize the mayor to a personal services contract with Cameron McCarthy for updating the city's Park Plan in the amount of \$63,778.

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

1. Retirement System Status

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

2. Effective Date and Duration

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

3. Government Employment Status

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

4. Subcontractors and Assignment

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

5. Dual Payment

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

6. Funds Available and Authorized

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

7. Termination

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

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

8. Access to Records

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

9. State Tort Claims Act

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

10. Compliance with Applicable Law

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

11. Indemnification

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

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

12. Insurance

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

13. Ownership of Work Product

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

14. Nondiscrimination

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

15. Successors in Interest

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

16. Execution and Counterparts

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

17. Force Majeure

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

18. Severability

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

19. Errors

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

20. Waiver

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

21. Other Requirements

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

22. Governing Law

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

23. Attorney Fees

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

24. Merger Clause

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

**City of White Salmon
Comprehensive Park, Open Space and Recreation Plan
Consulting Services**

SCOPE OF WORK, SCHEDULE, AND FEE PROPOSAL

July 2, 2021

PROJECT UNDERSTANDING

The City of White Salmon, located in Klickitat County, serves a small community of approximately 5,000 residents along the Columbia River, and continues to grow. Located on the Washington side of the Columbia River Gorge, White Salmon sits along the White Salmon River and the Hood River Bridge. The Hood River Bridge spans the Columbia River to White Salmon's nearby neighbor, the City of Hood River. White Salmon offers excellent opportunities for tourists, including hikers, mountain bikers, skiers, kiteboarders, whitewater rafters, and kayakers. Nearby outdoor amenities include the White Salmon River, Columbia River Gorge, Gifford Pinchot National Forest, Mount Adams, and Mount Hood. The City's slogan, "The Land Where The Sun Meets The Rain" speaks to the year-round opportunities offered by a breadth of nearby climates and ecosystems. The city currently owns a healthy portfolio of parks and recreation amenities, including: Rheingarten Park, Gaddis Park, Fireman's Park, Pioneer Park, and SPOKES Bike Park, as well as "Loop Trail" along State Route 141. White Salmon Valley Pool Metropolitan Park District was also created in 2018 and will be constructing a new pool.

Aside from outdoor activities, downtown White Salmon prides itself on being a walkable community, with easily accessible downtown essentials such as a bakery, a coffeeshop, a brewery, and a multitude of local-ingredient restaurants. White Salmon is also home to a burgeoning art scene that includes art galleries, glass blowing, and workshops. While White Salmon's industries were originally founded on natural resources, technology and fermentation industries are rapidly expanding. The White Salmon area has also recently developed into an unmanned aerial vehicle nexus.

The White Salmon community is predominantly families, some with children, with a population that is ~24% Hispanic/Latino. The median age is around 40 years old. White Salmon is experiencing growth, and upgrades and additions to city facilities and programming, including adding new parks and increasing green/open space, is vital to serving the community and will satisfy priority needs.

In 2012, the City of White Salmon adopted the White Salmon Comprehensive Plan. This plan includes Element IV Parks and Recreation which provides a vision for the future of parks and open space in White Salmon. Along with an inventory of existing city and regional park facilities, Element IV provides insight into the priorities of the parks system, mainly that the parks and the subsequent system should be accessible, unique, well-maintained, and contribute to the overall regional portfolio of recreation options. The city is now undergoing a Comprehensive Plan update, "White Salmon 2040," which also includes an

updated Parks and Recreation chapter. Currently, some of the desires of the city and community are to renovate the public restrooms, improve or replace the playground equipment, develop a splash pad at Rheingarten Park, develop a “natural” playground or a rustic park along the Columbia River, and improve the “Loop Trail” by moving the trail to unused Washington State Department of Transportation right-of-way.

The development of White Salmon’s Park, Open Space and Recreation Plan demonstrates a concerted effort to ensure immediate and long-term success of the park system. Ultimately, community partners and residents play significant roles in the Plan’s implementation and experience the results of the Plan’s prioritized actions on a daily basis. For this reason, a key focus of the Plan will be implementing a community outreach strategy throughout the process that successfully assesses residents’ needs and prioritizes recreation programs, park maintenance, and facility capital needs in consideration of the City’s core mission and goals.

The proposed community outreach and involvement strategy combines broad outreach to solicit opinions from current and future park users with targeted outreach to ensure all voices in White Salmon’s community contribute to project prioritization and decision-making. Cameron McCarthy proposes an outreach process built on the principles of democratic and inclusive input and looks forward to engaging with the White Salmon community to discuss the future of the park, open space, and recreation system.

SCOPE OF WORK

This section details the proposed work program Cameron McCarthy will execute to complete the Park, Open Space and Recreation Plan update according to the City’s requested services. The planning and design products generated from these services are driven by the principle of putting the community first.

Parks, recreation facilities, and other natural areas are key services that enhance a community’s quality of life. The purpose of a Park, Open Space and Recreation Plan is to continue providing a guiding vision for the parks system and provide direction for both short- and long-range planning by integrating community input with best practices in community recreation planning. After identifying system assets and needs, the Park, Open Space and Recreation Plan provides goals, policies, recommendations, and implementation measures to shape the development of the park system over the next 20 years. The Project Team advocates using an integrated, community-based approach to parks system planning, as recommended by the National Recreation and Parks Association (NRPA). This approach:

“...places importance on locally determined values, needs, and expectations... The systems planning approach is defined as the process of assessing the park, recreation, and open space needs of a community and translating that information into a framework for meeting the physical, spatial and facility requirements to satisfy those needs.”

NRPA provides guidelines that individual communities may adapt to better suit their local, unique needs. The systems planning approach can then be integrated into planning decisions and strategies that address

other community needs such as housing, economic development, education, environmental management, and transportation.

We recognize that the Park, Open Space and Recreation Plan is not our plan — it is the community of White Salmon's plan. As such, the Plan needs to reflect the unique characteristics and desires of the community as well as the financial realities of operating and maintaining a parks system. In that context, we will provide objective technical information and accurate input that informs the planning process. This information can then be considered by the Community Development Department, and City/County officials to make informed decisions about the future of White Salmon's parks system.

Cameron McCarthy will produce the Park, Open Space and Recreation Plan through the development of work under six key tasks: (Task 1) Project Initiation, (Task 2) Inventory and Conditions Report; (Task 3) Community Outreach and Involvement; (Task 4) Needs Assessment and Level of Service Analysis; (Task 5) Goals, Policies, and Objectives Recommendations and Capital Improvement Plan; and (Task 6) Documentation.

The Plan will identify priorities and recommendations, possible facility expansion and improvement priorities, possible park system expansion and/or improvements to the existing park system, and budgeting and funding priorities and recommendations. The following project approach details the steps through which these tasks will be accomplished.

Task 1. Project Initiation

Meet with City staff to refine work program, schedule, and budget. Review data needs and prior planning documentation. Obtain, review, and analyse all planning documents and community demographics identified by the City (e.g. Washington State Parks and Recreation Plan, City of White Salmon Comprehensive Plan, etc.). Identify how the planning goals from these various plans work together, especially regarding parks, recreation facilities, and other outdoor recreation opportunities. Discuss protocol for communication and information sharing with City staff and other stakeholders, as well as set bi-weekly meeting times. Prepare communications plan and memorandum summarizing meeting discussion.

Deliverables:

- Project Initiation Meeting Notes
- Internal Communications Plan
- External Communications Plan (list of community stakeholders and refined approach for public outreach)
- Community Profile/Demographics and Trends Memorandum

Meetings:

- Project Initiation Meeting

Task 2. Inventory and Conditions Report

Develop a comprehensive inventory of the city's existing parks, trails, open space, facilities, and nearby recreation resources. Site visits can occur on the day of the project initiation meeting. The inventory will utilize base maps and will include the park type and purpose, park location, acreage, inventory of facilities and amenities, current photographs, additional images as appropriate, and an evaluation of the physical conditions and functionality of those facilities. Consider the capacity of each amenity found within the park system as well as its functionality, accessibility, general condition, and convenience. Compile above information in an Inventory and Conditions Report including photos and diagrams of each park and the park system.

Deliverables:

- Inventory and Conditions Report

Task 3. Community Outreach and Involvement

As a part of the project initiation meeting, the Project Team will meet with City staff to discuss and finalize the outreach activities outlined in the following sub-tasks.

Task 3.1. Plan Website: Work with City staff to either create a space on the existing City website or develop a new website to host information about the Plan, upcoming events, and opportunities for public input. We also recommend that City staff use social media to raise awareness and solicit feedback. The Project Team will provide support and content for outreach via the website and social media.

Task 3.2. Stakeholder Interviews: Work with the City to identify 5 to 10 key community members who have a particular interest in or knowledge base of the parks and recreation system. The Project Team will conduct phone interviews with these individuals to understand areas of particular need and/or desire for future development of the parks system and recreation offerings.

Task 3.3. Targeted Conversations: To ensure we are reaching traditionally under-represented groups, we propose 2 to 4 targeted conversations with groups to be determined by the Project Team and City staff. We will rely on the input of City staff to help design appropriate and useful events. The format will be similar to a community forum or focus group meeting.

Task 3.4. Outreach at Public Events: We propose to table or host booths at up to two community events, such as the White Salmon Farmer's Market, or any other public gatherings identified by the City. Through interactive booths/displays, and conversations with residents, input gathered from these events will inform components of the Plan.

Task 3.5. Park, Open Space and Recreation Plan Open House: After the Project Team develops preliminary recommendations for park improvements, development, and potential future acquisitions, we will work with City staff to publicize and host an open house event for community members. The open house will include a brief presentation of the preliminary recommendations and will feature interactive stations where residents can offer direct feedback on the proposed Plan.

Deliverables:

- Website Content
- Stakeholder Interview Memorandum
- Targeted Conversations Meeting Notes
- Supporting Materials for Outreach Events/Open House
- Open House Meeting Notes

Meetings:

- Stakeholder Interviews (5-10)
- Targeted Conversations (2-4)
- Public Outreach Events (1-2)
- Public Open House (1)
- City Review Meeting (1)

Task 4. Needs Assessment & Level of Service Analysis

Prepare a needs assessment that examines both needs in the existing parks as well as the need for additional parks and amenities using materials such as: the inventory and conditions report; projections of population growth; demographic characteristics; recreation participation trends; National Level of Service (LOS) standards; geographic distribution within the City; identified unmet needs of residents; and identification of areas of significant recreational opportunities (not existing). Include an assessment of alternative public and private park and recreation service providers to provide understanding of market opportunities, and recommendations for improvements, including acquiring/developing new parks sites, improving existing parks, and potential partnership opportunities to meet community needs. Meet with City staff to receive feedback on draft findings from the Needs Assessment and review residents' comments and initial priorities for improvements.

Deliverables:

- Needs Assessment Report

Meetings:

- City Staff Review Meeting (1)

Task 5. Goals, Policies, and Objectives Recommendations and Capital Improvement Plan

After analysing previously gathered data, previous citizen opinion surveys, and the core values expressed by various White Salmon constituents involved throughout the public input process, work with City staff and local partners to create goals, policies, and objectives to address the community's identified needs. Develop prioritized recommendations to meet needs through renovation and maintenance of parks/outdoor facilities, development of additional recreational amenities/facilities, and land acquisition. Develop estimates of the capital and operational cost for renovation and maintenance of parks/outdoor facilities, development of additional recreational amenities/facilities, and land acquisition. Meet with City staff to review priority recommendations, cost estimates, and CIP list.

Provide a budget and staffing analysis needed for current level of service, an adequate level of service, and a desirable level of service. Provide suggested funding strategies. Conduct work session with the City Council to review priority recommendations and cost estimates.

Deliverables:

- Goals, Policies, and Objectives Memorandum
- Capital Improvement Plan

Meetings:

- Review Meeting (1)
- City Council Work Session (1)

Task 6. Documentation

Based on the previous tasks and input received, provide Draft Park, Open Space and Recreation Plan for review by City staff, local partners, and stakeholders. At a minimum, the Draft Plan will include:

- Introduction and Executive Summary
- Park system vision, goals, and objectives
- Inventory of current park conditions
- Summary of public involvement process and findings
- Needs Assessment
- Prioritized existing and proposed facility recommendations accompanied with rationale
- Accompanying implementation tools including costs of prioritized recommendations

Meet with City staff to review the Draft Plan. Revise the Draft Plan and amendments and prepare Final Plan for formal adoption as a reader-friendly document with an emphasis on maps, charts, photos, graphics and tables to convey information. The Plan will be formatted in such a way that it is easy to update on a routine basis. The Plan should be constructed in a manner that allows for the relevant parts to be adopted by the City of White Salmon and Klickitat County as part of their Comprehensive Plans. Prepare final amendments for formal adoption. Present Final Plan and associated amendments to Planning Commission and City Council for adoption.

Deliverables:

- Draft Park, Open Space and Recreation Plan
- Draft Amendments
- Final Park, Open Space and Recreation Plan
- Final Amendments

Meetings:

- City Review Meeting (2)
- City Council Work Session (1)
- City Council Adoption Hearing (1)

ASSUMPTIONS, LIMITATIONS, AND EXCLUSIONS

- This proposal assumes minor revisions may be necessary with each successive stage of work as it progresses. If, however, major revisions are necessary to previously executed and submitted work as the result of a change in area/location of the request, program, budget, or other decisions beyond our control that significantly expand the scope of this proposal we will require the extra work be compensated through an Additional Services Agreement.
- Work on major revisions will not be undertaken as Additional Services until authorization is received.
- Additional services (beyond those covered by the not-to-exceed fee) requested by the Owner will be provided on a time and expense basis at the rates listed in Exhibit B.

COMPENSATION

Fees for Professional Services & Expenses

Fees for professional services are presented as follows and detailed in **Exhibit B Proposed Budget Summary**. **Exhibit C Schedule of Charges** includes rates for professional services, professional services by other consultants, and reimbursable expenses.

Services

Task 1. Project Initiation	\$ 3,490
Task 2. Inventory and Conditions Report	\$ 6,130
Task 3. Community Outreach and Involvement	\$ 20,230
Task 4. Needs Assessment and Level of Service Analysis	\$ 6,460
Task 5. Goals, Policies, and Objectives. Recommendations and Capital Improvements Plan	\$ 6,680
Task 6. Documentation	\$ 17,160

Total Services	\$ 60,150
-----------------------	------------------

Expenses

Displays, Prints, Reproductions, and Materials	\$ 2,100
Mileage	\$ 728
Lodging	\$ 800

Total Expenses	\$ 3,628
-----------------------	-----------------

Total Services and Expenses	\$ 63,778
------------------------------------	------------------

We propose that all services noted above be provided on an hourly, time and materials basis, for a not-to-exceed (NTE) fee of **\$63,778**. Invoices will be submitted monthly with payment requests based upon professional services and expenses expended during the billing cycle.

Reimbursable expenses for the project include displays, printing, reproductions, and other materials. All project deliverables will be provided electronically as PDF, MSWord, AutoCAD, or other original files. The City is responsible for other reproductions. Reimbursable expenses are included in the maximum NTE fee.

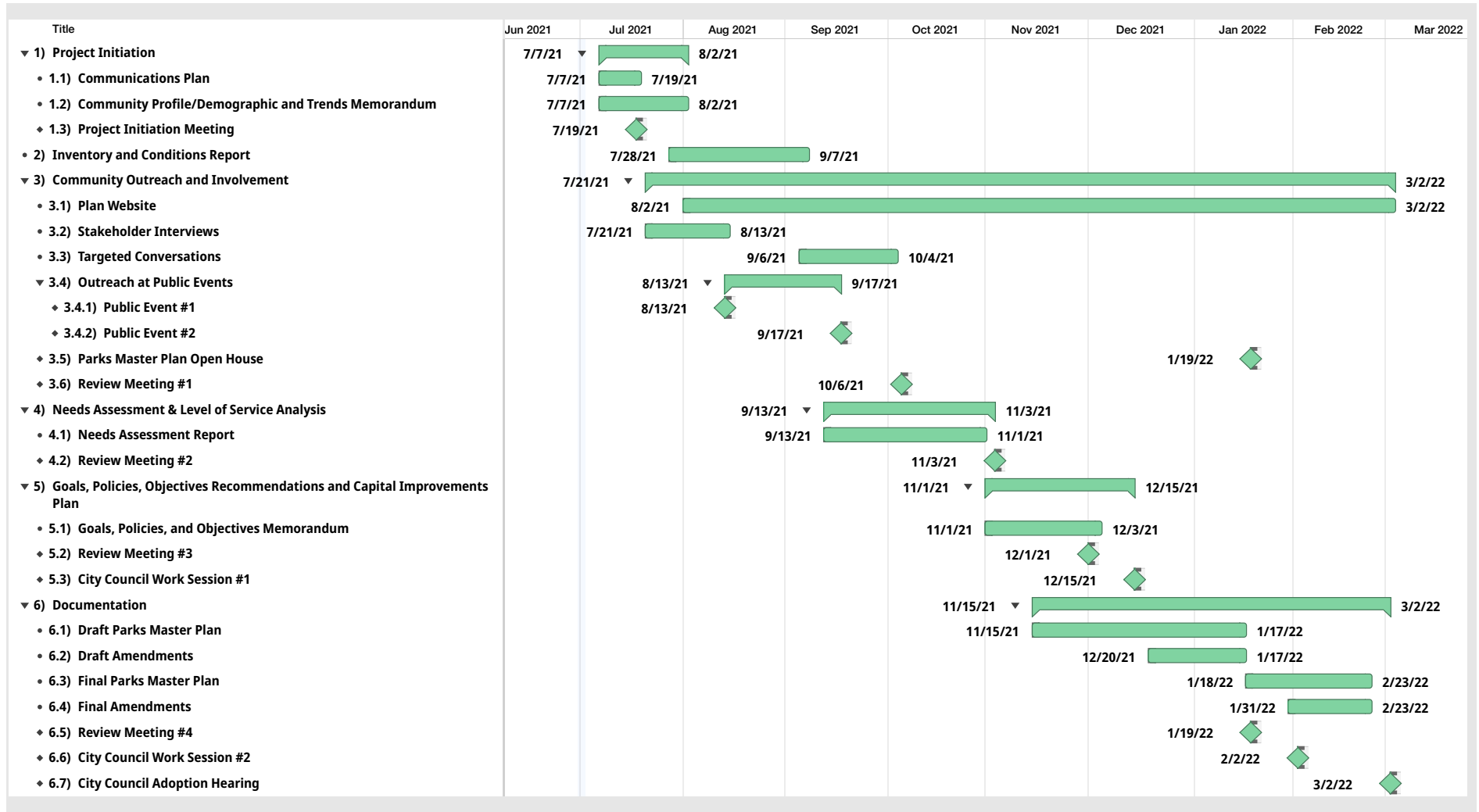
EXHIBITS

Exhibit A	Preliminary Schedule
Exhibit B	Proposed Budget Summary
Exhibit C	Schedule of Charges

City of White Salmon
Park, Open Space and Recreation Plan
Scope of Work, Schedule, and Fee Proposal

July 2, 2021

EXHIBIT A
PRELIMINARY SCHEDULE



City of White Salmon
Park, Open Space and Recreation Plan
Scope of Work, Schedule, and Fee Proposal

July 2, 2021

EXHIBIT B
PROPOSED BUDGET SUMMARY

		CAMERON MCCARTHY												
PHASE / TASK		Principal Planner	Landscape Architect	Landscape Architect II	Planner	Planner II	Associate	Associate II	Associate III	Administration	Subtotal Hours	Total Hours	Task Total	Phase Total
PROFESSIONAL SERVICES														
Task 1	Project Initiation	8				12	10			2	32		\$ 3,490	
Task 2	Inventory and Conditions Report	10				24	10		16		60		\$ 6,130	
Task 3	Community Outreach and Involvement	30				90	24		56		200		\$ 20,230	
Task 4	Needs Assessment & Level of Service Analysis	12				20	8		24		64		\$ 6,460	
Task 5	Goals, Policies and Objectives; Recommendations and Capital Improvements Plan	16				30	4		12		62		\$ 6,680	
Task 6	Documentation	40				72	16		32		160		\$ 17,160	
Phase Subtotal		116	0	0	0	248	72	0	140	2		418		\$ 60,150
TOTAL HOURS		116	0	0	0	248	72	0	140	2		418		
HOURLY RATE		\$145.00	\$120.00	\$110.00	\$120.00	\$100.00	\$100.00	\$90.00	\$80.00	\$65.00				
TOTAL FEES		\$16,820	\$0	\$0	\$0	\$24,800	\$7,200	\$0	\$11,200	\$130				\$ 60,150
EXPENSES														
Displays, Prints, Reproductions, and Materials													\$ 2,100	
Mileage													\$ 728	
Lodging													\$ 800	
Subtotal														\$ 3,628
TOTAL NOT-TO-EXCEED PROJECT FEE														\$ 63,778

EXHIBIT C
SCHEDULE OF CHARGES

For services executed on an hourly basis, the following rates for Professional Services and Reimbursable Expenses apply:

□ **Professional Services**

Principal	\$145.00
Landscape Architect	\$120.00
Landscape Architect II	\$110.00
Planner	\$120.00
Planner II	\$100.00
Project Arborist	\$100.00
Associate	\$100.00
Associate II	\$ 90.00
Associate III	\$ 80.00
Design Technician	\$ 70.00
Administration	\$ 65.00

□ **Professional Services by Consultants**

For services of outside consultants, charges will be made at 1.10 times the invoice amount.

□ **Reimbursable Expenses**

The following expenses are considered reimbursable and will be charged at the rates listed.

TRAVEL EXPENSES	
Automobile Mileage (out of town)	\$ 0.56 per mile
Meals (overnight)	\$60.00 per diem *
Lodging	\$200.00 per night *
Commercial Transport	Actual cost
Reproduction	Actual cost
Postage, Shipping, and Delivery	Actual cost
* At cost not to exceed	

Payments are considered due within thirty calendar days of the invoice date. A late charge of one percent (1%) compounded monthly will be assessed against any unpaid balance, effective thirty-one days after invoice date.

File Attachments for Item:

A. Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Statutes by Reference

1. Presentation and Discussion
2. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: July 21, 2021
Agenda Item: Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Code by Reference
Presented By: Ken Woodrich, City Attorney

Action Required

Adopt Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Code by Reference.

Proposed Motion

Move to adopt Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Code by Reference.

Explanation of Issue

Ken Woodrich, City Attorney has been working with the City's Prosecutor, Ron Reynier regarding necessary updates to the city's criminal and traffic code. The amendments adopt state code by reference.

Staff Recommendation

Staff recommends adoption of Ordinance 2021-07-1081, Repealing WSMC Chapter 9.04 and Adopting New WSMC Chapter 9.04 Adopting State Criminal Code by Reference..

CITY OF WHITE SALMON

ORDINANCE 2021-07-1081

**AN ORDINANCE REPEALING WSMC CHAPTER 9.04 IN ITS ENTIRETY AND
ADOPTING A NEW WSMC CHAPTER 9.04 ADOPTING STATE CRIMINAL
STATUTES BY REFERENCE**

WHEREAS, the City of White Salmon wishes to update the state criminal codes it adopts by reference; and

WHEREAS, for efficiency, the previous WSMC Chapter 9.04 should be repealed and replaced in its entirety by a new WSMC Chapter 9.04.

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

SECTION 1. WSMC Chapter 9.04 is repealed in its entirety and replaced by a new WSMC Chapter 9.04 as identified in Exhibit A attached hereto and by this reference incorporated herein.

SECTION 2 – 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 21st day of July, 2021.

Marla Keethler, Mayor of White Salmon

ATTEST:

Jan Brending
City Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B Woodrich
City Attorney

Exhibit “A”

CHAPTER 9.04 STATE CRIMINAL STATUTES ADOPTED

9.04.010 Adoption by reference.

A. The following statutes of the state of Washington are adopted by reference:

RCW 9.01.055 Citizen immunity of aiding officer

RCW 9.01.110 Omission, when not punishable

RCW 9.01.120 Civil remedies preserved

RCW 9.01.130 Sending letter, when complete

RCW 9.01.160 Application to existing civil rights

RCW 9.02.050 Concealing birth

RCW 9.03.010 Abandoning, discarding refrigeration equipment

RCW 9.03.020 Permitting unused equipment to remain on premises

RCW 9.03.040 Keeping or storing equipment for sale

RCW 9.04.010 False advertising

RCW 9.04.040 Advertising cures of sexual potency--Evidence

RCW 9.04.050 False, misleading, deceptive advertising

RCW 9.04.070 False, misleading, deceptive advertising--Penalty--Other remedies and penalties not applicable

RCW 9.04.080 False, misleading, deceptive advertising--Assurance of discontinuance of unlawful practice

RCW 9.04.090 Advertising fuel prices by service station

RCW 9.05.010 Criminal anarchy defined

RCW 9.05.040 Permitting premises to be used for assemblage of anarchists

RCW 9.05.150 Publishing matter including breach of peace

RCW 9.05.160 Liability of editors and others

RCW 9.08.020 Diseased animals

RCW 9.08.030 False certificate of registration of animals--False representation as to breed

RCW 9.08.065 Animals, crimes relating to--Definitions

RCW 9.08.070 Pet animals--Taking, concealing, injuring, killing, etc.--Penalty

RCW 9.12.010 Barratry

RCW 9.12.020 Buying, demanding, or promising reward by district judge or deputy

RCW 9.16.020(2) Imitating lawful brand

RCW 9.16.030 Counterfeiting trademark, brand, etc.

RCW 9.16.040 Displaying goods with false trademark

RCW 9.16.050 When deemed affixed

RCW 9.16.060 Fraudulent registration of trademark

RCW 9.16.070 Form and similitude defined

RCW 9.16.080 Sales of petroleum products improperly labeled or by wrong grade

RCW 9.16.090 Sales of petroleum products improperly labeled or by wrong grade--Penalty for violations

RCW 9.16.100 Use of the words "sterling silver"

RCW 9.16.110 Use of words "coin silver" etc.

RCW 9.16.120 Use of the word "sterling" on mounting

RCW 9.16.130 Use of the words "coin silver" on mountings

RCW 9.16.140 Unlawfully marking article made of gold

RCW 9.16.150 "Marked, stamped or branded" defined

RCW 9.18.080 Offender a competent witness

RCW 9.18.120 Suppression of competitive bidding

RCW 9.18.130 Collusion to prevent competitive bidding

RCW 9.18.140 Penalty

RCW 9.18.150 Agreements outside state

RCW 9.24.010 Fraud in stock subscription

RCW 9.24.040 Corporation doing business without license

RCW 9.26A.090 Telephone company credit cards--Prohibited acts

RCW 9.26A.100 Telecommunications crime--Definitions

RCW 9.26A.110 Fraud in obtaining telecommunications service--Penalty

RCW 9.26A.120 Fraud in operating coin-box telephone or other receptacle

RCW 9.26A.130 Penalty for manufacture or sale of slugs to be used for coin

RCW 9.26A.900 Severability--1990 c11

RCW 9.27.015 Interference, obstruction of any court, building, or residence--Violation

RCW 9.31.090 Escaped prisoner recaptured

RCW 9.38.010 False representation concerning credit

RCW 9.38.015(1) False statement by deposit account applicant

RCW 9.38.020 False representation concerning title

RCW 9.40.040 Operating engine or boiler without spark arrester

RCW 9.40.100(1) Tampering with fire alarm or firefighting equipment--False alarm--Penalties

RCW 9.44.080 Misconduct in signing a petition

RCW 9.45.060 Encumbered, leased, or rented personal property--Construction

RCW 9.45.062 Failure to deliver leased personal property--Requisites for prosecution--
Construction

RCW 9.45.070 Mock auction

RCW 9.45.080 Fraudulent removal of property

RCW 9.45.090 Knowingly receiving fraudulent conveyance

RCW 9.45.100 Fraud in assignment for benefit of creditors

RCW 9.45.122 Measurement of commodities--Public policy

RCW 9.46.170 False or misleading entries or statements, refusal to produce records

RCW 9.46.185 Causing person to violate rule or regulation

RCW 9.46.190 Violations relating to fraud or deceit

RCW 9.46.195 Obstruction of public servant--Penalty

RCW 9.46.196 Cheating

RCW 9.46.198 Working in gambling activity without license as violation--Penalty

RCW 9.46.217 Gambling records--Penalty--Exceptions

RCW 9.46.222 Professional gambling in the third degree

RCW 9.46.240 Gambling information, transmitting or receiving

RCW 9.47A.020 Unlawful inhalation--Exception

RCW 9.47A.030 Possession of substances prohibited, when

RCW 9.47A.040 Sale of certain substances prohibited

RCW 9.47A.050 Penalty

RCW 9.61.230 Telephone harassment

RCW 9.61.240 Telephone harassment--Permitting telephone to be used

RCW 9.61.250 Telephone harassment--Offense, where deemed committed

RCW 9.62.010 Malicious prosecution

RCW 9.62.020 Instituting suit in name of other

RCW 9.66.010 Public nuisance

RCW 9.66.020 Unequal damage

RCW 9.66.030 Maintaining or permitting nuisance

RCW 9.66.040 Abatement of nuisance

RCW 9.66.050 Deposit of unwholesome substance

RCW 9.68.015 Obscene literature, shows, etc.--Exemptions

RCW 9.68.030 Indecent articles, etc.

RCW 9.68.050 "Erotic material"--Definitions

RCW 9.68.060 "Erotic material"--Determination by court--Labeling--Penalties

RCW 9.68.070 Prosecution for violation of RCW 9.38.060--Defense

RCW 9.68.080 Unlawful acts

RCW 9.68.090 Civil liability of wholesaler or wholesaler-distributor

RCW 9.68.100 Exceptions to RCW 9.68.040 through 9.68.120

RCW 9.68.110 Motion picture operator or projectionist exempt, when

RCW 9.68.120 Provisions of RCW 9.68.050 through 9.68.120 exclusive

RCW 9.68.130 "Sexually explicit material"--Defined--Unlawful display

RCW 9.68A.080 Processors of depictions of minor engaged in sexually explicit conduct--Report required

RCW 9.68A.090 Communication with minor for immoral purposes

RCW 9.68A.140 Sexual exploitation of children--Definitions

RCW 9.68A.150 Allowing minor on premises of live erotic performance

RCW 9.68A.160 Penalty

RCW 9.69.100 Duty of witness of offense against child or any violent offense--Penalty

RCW 9.73.010 Divulging telegram

RCW 9.73.080 Intercepting, recording, or divulging private communications--Penalty

RCW 9.86.010 "Flag" etc., defined

RCW 9.86.020 Improper use of flag prohibited

RCW 9.86.030 Desecration of flag

RCW 9.86.040 Application of provisions

RCW 9.86.050 Penalty

RCW 9.91.010 Denial of civil rights--Terms defined

RCW 9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated

RCW 9.91.060 Leaving children unattended in parked automobile

RCW 9.91.110 Metal buyers--Records of purchases--Penalty

RCW 9.91.130 Disposal of trash in charity donation receptacle

RCW 9.91.140 Food stamps

RCW 9.91.160 Personal protection spray devices

RCW 9.92.020 Punishment of gross misdemeanor when not fixed by statute

RCW 9.92.030 Punishment of misdemeanor when not fixed by statute

RCW 9.92.070 Payment of fine and costs in installments

RCW 9A.04.020 Purposes--Principles of construction

RCW 9A.04.040 Classification of crimes

RCW 9A.04.050 People capable of committing crimes (capability of children)

RCW 9A.04.060 Common law to supplement statutes

RCW 9A.04.070 Who amenable to criminal statutes

RCW 9A.04.090 Applications of general provisions of code

RCW 9A.04.100 Proof beyond a reasonable doubt

RCW 9A.04.110 Definitions

RCW 9A.08.010 General requirements of culpability

RCW 9A.08.020 Liability for conduct of another--Complicity

RCW 9A.08.030 Criminal liability of corporations and persons acting or under a duty to act in their behalf

RCW 9A.20.030 Alternative to a fine--Restitution

RCW 9A.28.020 Criminal attempt

RCW 9A.28.030 Criminal solicitation

RCW 9A.28.040 Criminal conspiracy

RCW 9A.36.041 Assault in the fourth degree

RCW 9A.36.050 Reckless endangerment in the second degree

RCW 9A.36.070 Coercion

RCW 9A.36.150 Interfering with the reporting of domestic violence

RCW 9A.40.070 Custodial interference in the second degree

RCW 9A.42.080 Abandonment of a dependent person in the third degree

RCW 9A.42.090 Abandonment of a dependent person--Defense

RCW 9A.44.130 Registration of sex offenders--Procedures--Definition--Penalties

RCW 9A.46.020 Harassment definition--Penalties

RCW 9A.46.030 Place where committed

RCW 9A.46.040 Court-ordered requirements upon person charged with crime--
Violation

RCW 9A.46.050 Arraignment--No-contact order

RCW 9A.46.060 Crimes included in harassment

RCW 9A.46.070 Enforcement of orders restricting contact

RCW 9A.46.080 Order restricting contact--Violation

RCW 9A.46.090 Nonliability of peace officer

RCW 9A.46.110 Stalking

RCW 9A.48.010 Arson, reckless burning, and malicious mischief--Definitions

RCW 9A.48.050 Reckless burning in the second degree

RCW 9A.48.060 Reckless burning--Defense

RCW 9A.48.090 Malicious mischief in the third degree

RCW 9A.48.100 Malicious mischief--"Physical damage"--defined

RCW 9A.50.010 Interference with health care facilities or providers--Definitions

RCW 9A.50.020 Interference with health care facilities

RCW 9A.50.030 Penalty

RCW 9A.52.010 Burglary and trespass--Definitions

RCW 9A.52.060 Making or having burglar tools

RCW 9A.52.070 Criminal trespass in the first degree

RCW 9A.52.080 Criminal trespass in the second degree

RCW 9A.52.090 Criminal trespass--Defenses

RCW 9A.52.100 Vehicle prowling in the second degree

RCW 9A.52.120 Computer trespass in the second degree

RCW 9A.52.130 Computer trespass--Commission of other crimes

RCW 9A.56.050 Theft in the third degree

RCW 9A.56.060 Unlawful issuance of checks or drafts

RCW 9A.56.140 Possessing stolen property--Definition--Access devices, presumption

RCW 9A.56.170 Possessing stolen property in the third degree

RCW 9A.56.180 Obscuring the identity of a machine

RCW 9A.56.220 Theft of subscription television services

RCW 9A.56.240 Forfeiture and disposal of device used to commit violation

RCW 9A.56.260 Connection of channel converter

RCW 9A.56.270 Shopping cart theft

RCW 9A.60.010 Fraud--Definition

RCW 9A.60.040 Criminal impersonation

RCW 9A.60.050 False certification

RCW 9A.61.010 Defrauding a public utility--Definition

RCW 9A.61.020 Defrauding a public utility

RCW 9A.61.050 Defrauding a public utility in the third degree

RCW 9A.61.060 Restitution and costs

RCW 9A.72.010 Perjury and Interference with official proceedings--Definition

RCW 9A.72.040 False swearing

RCW 9A.72.060 Perjury and false swearing--Retraction

RCW 9A.72.070 Perjury and false swearing--Irregularities no defense

RCW 9A.72.080 Statement of what one does not know to be true

RCW 9A.72.140 Jury tampering

RCW 9A.72.150 Tampering with physical evidence

RCW 9A.76.010 Obstructing governmental operation--Definition

RCW 9A.76.020 Obstructing a law enforcement officer

RCW 9A.76.030 Refusing to summon aid for a peace officer

RCW 9A.76.040 Resisting arrest

RCW 9A.76.050 Rendering criminal assistance--Definition of term

RCW 9A.76.060 Relative defined

RCW 9A.76.070 Rendering criminal assistance in the first degree

RCW 9A.76.080 Rendering criminal assistance in the second degree

RCW 9A.76.090 Rendering criminal assistance in the third degree

RCW 9A.76.100 Compounding

RCW 9A.76.130 Escape in the third degree

RCW 9A.76.160 Introducing contraband in the third degree

RCW 9A.76.170 Bail jumping

RCW 9A.76.175 Making a false or misleading statement to a public servant

RCW 9A.80.010 Official misconduct

RCW 9A.80.020 Failure to disperse

RCW 9A.84.040 False reporting

RCW 9A.88.030 Prostitution

RCW 9A.88.050 Prostitution--Sex of parties immaterial--No defense

RCW 9A.88.060 Promoting prostitution--Definitions

RCW 9A.88.090 Permitting prostitution

RCW 9A.88.110 Patronizing a prostitute

RCW 9A.88.120 Additional fee assessment

RCW 10.14.120 Disobedience of order--Penalty

RCW 10.14.170 Criminal penalty

Chapter 10.22 RCW Compromise of misdemeanors

RCW 10.66.090(1) Penalties

RCW 10.99.020 Definitions

RCW 10.99.100 Sentencing--Factors--Defendant's criminal history

RCW 16.52.011--.350 Prevention of cruelty to animals

RCW 26.09.300(1) Restraining orders--Notice--Refusal to comply--Arrest--Penalty--
Defense--Peace officers, immunity

RCW 26.10.220 Restraining orders--Notice--Refusal to comply--Arrest--Penalty--
Defense--Peace officers--Immunity

RCW 26.28.060 Child labor--Penalty

RCW 26.28.070 Certain types of employment prohibited--Penalty

RCW 25.28.080 Selling or giving tobacco to minor--Belief of representative capacity, no defense--Penalty

RCW 26.28.085 Applying tattoo to a minor--Penalty

RCW 26.44.030 Abuse of children and adult dependent persons--Report--Duty and authority to make--Duty of receiving agency--Duty to notify--Case planning and consultation--Penalty for unauthorized exchange of information--Filing dependency petitions--Interviews of children--Records--Risk assessment process--Reports to legislature

RCW 26.44.040 Reports--Oral, written--Contents

RCW 26.44.063 Temporary restraining order or preliminary injunction--Enforcement

RCW 26.44.080 Violation--Penalty

RCW 26.50.010--210 Domestic violence prevention

RCW 66.04.010 Alcoholic beverage control--Definition

RCW 66.20.200 Unlawful acts relating to card of identification and certification card--Penalties

RCW 66.20.210 Licensee's immunity to prosecution or suit--Certification card as evidence of good faith

RCW 66.24.481 Public place or club--License or permit required--Penalty

RCW 66.28.080 Permit for music and dancing upon licensed premises

RCW 66.28.090 Licensed premises or banquet permit premises open to inspection--Failure to allow, violation enforcement--Penalties

RCW 66.44.010 Local officers to enforce law--Authority of board--Liquor enforcement officers

RCW 66.44.040 Sufficiency of description of offenses in complaints, informations, process, etc.

RCW 66.44.050 Description of offense in words of statutes--Proof required

RCW 66.44.060 Proof of unlawful sale establishes prima facie intent

RCW 66.44.070 Certified analysis is prima facie evidence of alcoholic content

RCW 66.44.080 Service of process on corporation

RCW 66.44.090 Acting without license

RCW 66.44.100 Opening or consuming liquor in public place--Penalty

RCW 66.44.120 Unlawful use of seal

RCW 66.44.130 Sales of liquor by drink or bottle

RCW 66.44.140 Unlawful sale, transportation of spirituous liquor without stamp or seal--Unlawful operation, possession of still or mash

RCW 66.44.150 Buying liquor illegally

RCW 66.44.160 Illegal possession, transportation of alcoholic beverages

RCW 66.44.170 Illegal possession of liquor with intent to sell--Prima facie evidence, what is

RCW 66.44.175 Violation of law

RCW 66.44.180 General penalties--Jurisdiction for violations

RCW 66.44.200 Sales to person apparently under the influence of liquor

RCW 65.44.210 Obtaining liquor of ineligible person

RCW 66.44.240 Drinking in public conveyance--Penalty against carrier--Exception

RCW 66.44.250 Drinking in public conveyance--Penalty against individual--Restricted application

RCW 65.44.265 Candidates giving or purchasing liquor on election day prohibited

RCW 66.44.270 Furnishing liquor to minors--Possession, use--Exhibition of effects--Exceptions

RCW 66.44.280 Minor applying for permit

RCW 66.44.290 Minor purchasing or attempting to purchase liquor

RCW 66.44.291 Minor purchasing or attempting to purchase liquor--Penalty against persons between ages of eighteen and twenty, inclusive

RCW 66.44.300 Treats, gifts, purchases of liquor for or from minor, or holding out minor as at least twenty-one, in public place where liquor sold

RCW 66.44.310 Minors frequenting off-limits area--Misrepresentation of age--Penalty--Classification of licensees

RCW 66.44.316 Certain person eighteen years and over permitted to enter and remain upon licensed premises during employment

RCW 66.44.320 Sales of liquor to minors a violation

RCW 66.44.325 Unlawful transfer to a minor of an identification of age

RCW 66.44.328 Preparation or acquisition and supply to persons under age twenty-one of facsimile of official identification card--Penalty

RCW 66.44.365 Juvenile driving privileges--Alcohol or drug violations

RCW 66.44.370 Resisting or opposing officers in enforcement of title

RCW 69.36.010 Washington Caustic Poison Act of 1929--Defined

RCW 69.36.020 Misbranded sales, etc., prohibited--Exceptions

RCW 69.36.060 Penalty

RCW 69.38.010 "Poison" defined

RCW 69.38.020 Exemptions from chapter

RCW 69.38.030 Condemnation of misbranded packages

RCW 69.38.040 Enforcement--Approval of labels

RCW 69.38.050 Duty to prosecute

RCW 69.38.060 Penalty

RCW 69.41.010 Definitions

RCW 69.41.020 Prohibited acts--Information not privileged communication

RCW 69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited--Exceptions

RCW 69.41.040 Prescriptions requirements

RCW 69.41.042 Record requirements

RCW 69.41.065 Violations--Juvenile driving privileges

RCW 69.41.070(3), (5), (7), (8)(a) Penalties

RCW 69.50.101 Definitions

RCW 69.50.102 Enforcement of chapter--Authority to change schedules of controlled substances

RCW 69.50.204(C)(14) Schedule I, Hallucinogenic substances--Marijuana

RCW 69.50.401(e) Prohibited acts: A--Penalties

RCW 69.50.407 Conspiracy

RCW 69.50.408 Second or subsequent offenses

RCW 69.50.412 Prohibited acts: E--Penalties

RCW 69.50.420 Violations--Juvenile driving privileges

RCW 69.50.425 Misdemeanor violations--Minimum imprisonment

B. Construction. In constructing the statutes adopted by reference in subsection A of this section, references to “this section,” “this chapter” and “this title” shall be deemed to refer to the appropriate section, chapter or title of the Revised Code of Washington.

Any reference to “Sheriff” shall be deemed amended to read “chief of police.”

C. Definitions. Definition of all terms used in the statutes adopted by reference in subsection A of this section shall be the same as those set forth in the definitions section of the chapter of the Revised Code of Washington wherein the same are used.

D. Defenses. In all proceedings brought under the White Salmon Municipal Code, the defendant shall be entitled to use all defenses allowable under the laws of the state of Washington pertaining to the crime charged.

File Attachments for Item:

B. Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference

1. Presentation and Discussion
2. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: July 21, 2021
Agenda Item: Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference
Presented By: Ken Woodrich, City Attorney

Action Required

Adopt Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference.

Proposed Motion

Move to adopt Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference.

Explanation of Issue

Ken Woodrich, City Attorney has been working with the City's Prosecutor, Ron Reynier regarding necessary updates to the city's criminal and traffic code. The amendments adopt state code by reference.

Staff Recommendation

Staff recommends adoption of Ordinance 2021-07-1082, Amending WSMC 10.04.010 Adopting State Model Traffic Ordinance by Reference.

CITY OF WHITE SALMON

ORDINANCE 2021-07-1082

**AN ORDINANCE AMENDING WSMC SECTION 10.04.010 ADOPTING STATE
MODEL TRAFFIC ORDINANCE BY REFERENCE**

WHEREAS, the City of White Salmon wishes to update the model traffic ordinance it adopts by reference; and

WHEREAS, the previous WSMC Chapter 10.04.010 should be amended.

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

SECTION 1. WSMC Section 10.04.010 is hereby amended as identified in Exhibit A attached hereto and by this reference incorporated herein.

SECTION 2 – 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 21st day of July, 2021

Marla Keethler, Mayor of White Salmon

ATTEST:

Jan Brending
City Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B Woodrich
City Attorney

Exhibit “A”

Amending WSMC 10.04.010 (part of WSMC Title 10 – Vehicles and Traffic and WSMC Chapter 10, Model Traffic Ordinance)

Key: New language = underlined
Deleted language = ~~strikethrough~~

10.04.010 Adoption by reference.

- A. The "Washington Model Traffic Ordinance," Chapter 308—330 WAC and Sections 4, 5, 6, 7, 10, 11, 12 and 23 of Chapter 275, Laws of 1994, are RCW Chapter 46.90 (hereinafter the “MTO”), including all subsequent amendments thereto, except as excluded in subsection B of this section, is adopted by reference as and for the traffic ordinance of the city, as if set forth in full.
- B. Those sections of RCW Title 46 listed in RCW 46.63.020 are excluded from adoption in the municipal code.